

**BOULDER PUBLIC LIBRARY DISTRICT**  
-REGULAR MEETING-  
Tuesday, February 18, 2025  
Boulder Public Library, Canyon Meeting Room  
1001 Arapahoe Ave, Boulder CO  
and  
Via Zoom  
6:00 p.m.  
Join Zoom Meeting  
<https://tinyurl.com/yckjjw7v>

<u>Board of Trustees</u>	<u>Term Expiration</u>
Andy Saylor	2029
Benita Duran	2028
Tom Cosgrove	2028
Sylvia Wirba	2027
Doug Hamilton	2027
Cara O'Brien	2026
Sam Fuqua	2025

Follow [link](#) to review long range agenda planning document.

**Note: An informational session on the role of a library trustee will be held from 5-6 PM. Potential applicants are welcome to attend.**

**AGENDA**

1. Call to Order and Declaration of Quorum
2. Public Comment
3. Consider approval of minutes of January 21, 2025
4. Bi-Monthly Treasurer's Report (15 min)
5. Director Updates (15 min)
6. Trustee Matters
  - a. Set tentative special March 11<sup>th</sup> meeting to review applications
  - b. Adopt bylaw amendments (Governance)
7. Legal Counsel Updates
8. Adjournment

**NEXT REGULAR MEETING: Tuesday, March 18, 2025**

# Record of Proceedings

## MINUTES OF THE MEETING OF THE BOARD OF TRUSTEES

### OF THE

### BOULDER PUBLIC LIBRARY DISTRICT

**Held:** Tuesday, January 21, 2025, at 6:00 p.m. at the Boulder Public Library, 1001 Arapahoe Avenue, Boulder, Colorado.

The meeting of the Board of Trustees of the Boulder Public Library District was called and held as shown above in accordance with the statutes of the State of Colorado. The following Trustees, having confirmed their qualifications to serve on the Board, were in attendance:

Doug Hamilton  
Benita Duran  
Tom Cosgrove  
Sylvia Wirba  
Cara O'Brien  
Andy Saylor  
Sam Fuqua

Also present were Kim J. Seter, Esq. from Seter & Vander Wall, P.C.; David Farnan, Director of the Boulder Public Library; Jennifer Phares, Deputy Director of the Boulder Public Library; Celia Seaton, Executive Assistant of the Boulder Public Library; and Chris Barge, Executive Director of the Boulder Public Library Foundation.

Members of the public present: None.

Person preparing summary: Celia Seaton

Type of Meeting: Regular

### Agenda Item 1: Call to Order and Declaration of Quorum

Hamilton called the meeting to order at 6:07 p.m. noting that enough appointed trustees were present to create a quorum authorized to act on behalf of the District.

### Agenda Item 2: Public Comment

None.

## Agenda Item 3: Consider Approval of Minutes of December 17, 2024

Following motion from Trustee Sayler and second from Trustee Duran, these minutes were approved unanimously.

## Agenda Item 4: Library Policies Review

### Collection Policies

- a. Collection Development Policy: Farnan indicated this [clean and red-line versions as presented in the packet](#). Most edits clarified language which may have previously been confusing. This streamlined draft also includes recognition of materials that are generated through technology using artificial intelligence, as these items further emerge onto the publishing marketplace.
- b. Request for Reconsideration Policy: The Process for Request for Reconsideration Policy Form has been adjusted to reflect a limit on the number of times that a book can be challenged, per [Colo. Rev. Stat. § 24-90-122](#). Reference to [Colorado Law's Standards for Decisions Regarding Library Resources SB24-216](#) will also be noted. The forthcoming Gunbarrel library branch address was added to the list of options for the requestor's location. The form will now be accepted through online submission along with the previous methods.

Cosgrove wondered whether this policy applies to the art displayed in the Canyon Gallery as well as the regular library materials, and Farnan affirmed its correlation to the above and below policies. In response to Fuqua's inquiry, Farnan explained that the decision whether to ban a book in the district would be under the director's purview. Responding to Duran, Seter clarified that the language of the statute references "employees" and comprehensively includes librarians, contractors, and other library staff.

- c. Program, Exhibition, and Display Selection Policy: [see packet](#).

Hamilton made a motion to approve the revisions to the Collection Development Policy; Request for Reconsideration Policy; and Program, Exhibition, and Display Selection Policy. Cosgrove seconded, and the motion passed unanimously.

### Review and Approval of Revisions to the Request for Public Records Policy

Farnan explained the revisions to this policy which was last approved last February 2024. As staff responded to a recent Colorado Open Records Act (CORA) request, practical experience granted insight for desired revisions to the process. Staff bolstered the draft language with additional information in compliance with the statute, using the City of Boulder's version as a model.

Indicating the mention of a three-day turnaround time, Cosgrove expressed concern about complying with this window if inundated by a sudden influx of requests. Staff pointed to the policy language which allows flexibility if necessary: a longer processing time to handle complicated requests as well as a provision for handling multiple instances of the same request. Unless specifically requested, printed copies will not be produced. The revised policy also details items excluded from the umbrella of public records (e.g., letters of reference). The group reviewed the procedure for handling CORA requests: these

are first routed directly to Farnan and Phares, who then consult with HR Director Libby Turner (custodian of personnel records) and IT Director Aimee Schumm (custodian of other records) for next steps. In response to Duran's suggestion to define these roles, Seter confirmed that "custodian" is identified in the Annual Administrative Resolution as the library director and legal team.

Staff clarified that any security video camera footage would be only released under subpoena, per state law. Any redaction made to written documents is performed by the legal team, resulting in a higher cost per hour than the listed rates.

Duran made a motion to approve the revised Request for Public Records Policy. Hamilton seconded, and the motion passed unanimously.

## Agenda Item 5: Director Updates

See [memo in packet](#). Farnan noted a financial audit planned for the week of May 6. Representatives from the auditor may reach out to each trustee member as a piece of this process.

## Agenda Item 6: Trustee Matters

### a. 2025 Trustee Recruitment Package and Process

The group discussed the [updated documents as presented in the packet](#). Duran highlighted a new suggestion referenced in the memo: the board desires to provide recommendations to the Selection Committee for the top candidates to be interviewed. These recommendations would come with the understanding that "[t]he decision of who to interview and the selection of the final candidate will remain determined by the Selection Committee."

Wirba recommended a streamlined process wherein the two chosen trustees sitting on the Selection Committee and participating in the "legwork" feel empowered to make the decision on final recommendations, though the entire board can provide input to these two members. The group agreed that this broader participation in the discussion of applicants allows the district board greater contribution to the process and final decision.

The board discussed the appointment of these two non-voting members to the Trustee Selection Committee. As Hamilton noted, this would be an approximately ten-hour commitment to read applications and attend meetings and interviews with the other members of the Selection Committee. Per the suggested timeline in the 2025 trustee recruitment package, Boulder City Council and the Boulder County Commissioners may designate their Selection Committee members by February 14. Duran and Wirba were appointed as the non-voting members of the Selection Committee.

As occurred during last year's recruitment cycle, the group planned for a public information session on the role of a library trustee to occur in advance of the regular meeting. After discussion, the group agreed to hold this event on February 18 from 5:00-6:00 PM.

A board discussion will be held as an agenda item to review the applications for the open trustee seat in preparation for the recommended candidate interviews at the March meeting, with an additional special meeting to be scheduled if needed.

The package will be sent by staff to liaisons for the city council and the county commissioner's office tomorrow. Feedback is welcomed until February 5 to allow public outreach and the recruitment process to kick off with applications opening on February 7.

b. **Trustee Correspondence**

Hamilton referenced [this communication as included in the packet](#). Sayler advised against setting a precedent of accepting correspondence that isn't sourced from the submitter, though Duran expressed assurance that the messenger was indeed granted permission in this instance. Staff and the board discussed the concern of crime and violence taking place among the nearby encampments; the issue does not lie as much with the presence of the tents as it does with the unsafe drug use and environmental destruction that often takes place among the tents.

c. **Trustee Meeting Schedule**

Hamilton referenced the calendar of meetings and invited discussion.

Sayler suggested holding the Annual Meeting one month later in May so that the newly seated trustee will be present. Hamilton noted the need to adjust the bylaws to account for this shift. Duran had previously recommended this shift in schedule, and the group agreed that it would benefit the board to hold the Annual Meeting with the appointment of officers and committee groups at the May meeting when the newly seated member joins. Speaking from his experience overseeing the Boulder Library Foundation, Barge recommended the board leave the specific month undesignated in the bylaw language. That aspect is purely procedural, and the flexibility may be desirable to avoid future edits to this part of the bylaws.

The Governance Committee will examine the current bylaws and bring a revised draft to the February board meeting for approval. Seter noted that the statute permits this change in bylaws to be approved at the first reading; all trustees should receive written form at least ten working days prior to the first reading, which will be held during the regular February meeting and adopted with a 2/3 vote of the board.

## **Agenda Item 7: Legal Counsel Updates**

### **Review and Approval of Administrative Resolution**

The group discussed this resolution as presented in the [packet](#). Duran made a motion to approve the Annual Administrative Resolution. Sayler seconded, and the motion passed unanimously.

Hamilton executed the appropriate documentation which staff will relay to the legal team.

## Agenda Item 8: Adjournment

With no further business before the Board, the meeting was adjourned at about 8:05 p.m.

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Attestation

DRAFT

**Boulder Public Library District  
Statement of Activities - Actual vs Budget**

Reporting Book: ACCRUAL  
As of Date: 12/31/2024

	2024 Approved Budget Operating	YTD Actuals & Encumbrances	Actual minus budget	% Received / Spent	Notes
<b>Revenue</b>					
Property Tax	21,404,074.00	21,727,362.67	323,288.67	102 %	
Carryover Revenue	16,577,384.04	14,027,384.04	(2,550,000.00)	85 %	1
Interest Income	0.00	837,325.79	837,325.79	0 %	
Grants	641,634.00	623,144.32	(18,489.68)	97 %	2
Donations	0.00	611.45	611.45	0 %	
Sales	35,000.00	47,480.47	12,480.47	136 %	3
Book Fees	0.00	14,955.75	14,955.75	0 %	
Other					
Other Revenue	600,811.00	611,944.25	11,133.25	102 %	4
Café Sale	0.00	35,807.86	35,807.86	0 %	5
Total Other	600,811.00	647,752.11	46,941.11	108 %	
Total Revenue	39,258,903.04	37,926,016.60	(1,332,886.44)	97 %	
<b>Expenditures</b>					
Personnel	12,522,894.00	9,815,926.02	2,706,967.98	78 %	6
Administrative	422,515.00	183,787.94	238,727.06	44 %	7
Board Governance					
Legal Consultants & Fees	150,000.00	123,348.71	26,651.29	82 %	
Auditor	27,600.00	16,500.00	11,100.00	60 %	
Board Food	6,000.00	4,952.61	1,047.39	83 %	
Board Memberships & Travel	5,000.00	748.35	4,251.65	15 %	
Total Board Governance	188,600.00	145,549.67	43,050.33	77 %	
Purchased Services	1,481,675.00	1,353,985.43	127,689.57	91 %	8
Building Costs & Utilities	954,494.00	1,047,226.73	(92,732.73)	110 %	9
IT Support	1,626,533.00	1,482,960.38	143,572.62	91 %	
Library Collection	1,975,050.00	1,690,001.19	285,048.81	86 %	
Marketing & Engagement	200,000.00	133,812.77	66,187.23	67 %	
Programs & Events	385,000.00	421,976.14	(36,976.14)	110 %	10
Capital Outlay	4,848,411.00	4,149,618.01	698,792.99	86 %	11
Cafe	50,000.00	35,674.95	14,325.05	71 %	
2023 City of Boulder Library Expenses	12,012,232.65	12,012,232.65	0.00	100 %	
Total Expenditures	36,667,404.65	32,472,751.88	4,194,652.77	89 %	
<b>Total Change in Fund Balance</b>	<b>2,591,498.39</b>	<b>5,453,264.72</b>			12

## 2024 YE STATEMENT OF ACTIVITIES ACTUAL VS BUDGET NOTES

1. The amount carried over was from 2023 property tax revenues; \$12,012,232.65 was paid to the City of Boulder for funding library operations during 2023.
2. The final grant amounts were not available when the budget was finalized. The budget amount was an estimate. All 2024 grant funds promised were received. Slightly more than \$10K of the funds received were unspent and will carry over to 2025.
3. Sales are revenues from the sale of used books. Total sale revenues were ~\$12K more than budgeted.
4. Other revenues include \$592,811 from the City of Boulder library fund balance which were applied to the NoBo playground project. The remaining ~\$19K was revenues from photocopies, prints and sundries such as ear buds.
5. Café sales became consistent in June after library staff were hired to operate the café.
6. Personnel costs include wages, benefits, state and federal taxes, professional development, and food for business meetings. Total expenditure was \$300K more than projected during the 2025 budget preparation.
7. Administrative costs include office supplies, bank and permit fees, shipping, etc.
8. Professional services include custodial, security, HR, and Finance consultant fees.
9. Building costs and utilities were over budget due to more building and equipment repair costs than were anticipated.
10. Programs and events costs were higher than anticipated.
11. Encumbered capital funds were significantly higher than projected because contracts were finalized earlier than planned. The 2025 capital carryover will be reduced from \$5 million to \$2.3M and presented to the Board later this year with any other budget adjustments needed. By reducing the 2025 capital carryover, there will be the \$3.1 million in fund balance that the Board designated for future capital projects such as a replacement for the Meadows Library.
12. The amount of unappropriated fund balance as of 12/31/24 is \$5,453,264.72.



## SUMMARY

The 2024 budget was based on estimated and incomplete historic expenditure data. It included \$16,577,384 of carryover from unspent 2023 property tax revenue. Slightly more than \$12 million was used to pay back the City of Boulder for funding and operating the libraries in 2023. Another \$2,550,000 was designated by the Board as reserves. The personnel budget was underspent by \$2.7 million (projected savings was \$3.2 million. The 2024 personnel costs were 55 percent of total expenditures, and the collection costs were 9 percent (excluding the reserve and payment to the city of Boulder from the total expenditures).

The capital expenditure exceeded the projection provided during the 2025 budget development discussions; therefore the 2025 capital carryover will be reduced from \$5 million to \$2.3 million. Several projects such as shades for the Main Library café and teen space and the design and construction of the staff breakroom in the north building were among the projects for which the contracts were finalized and the funding encumbered in 2024. It should be noted that most costs for the Gunbarrel library renovation were paid for from the 2024 budget.

# Boulder Public Library District Balance Sheet

As of Date: 12/31/2024

	Year Ending 12/31/2024	Year Ending 12/31/2023	
	Current Year Balance	Prior Year	Difference
<b>Assets</b>			
Current Assets			
Cash & Cash Equivalents			
Chase checking account	841,295.77	6,648,518.33	(5,807,222.56)
Chase CD account	0.00	10,000,000.00	(10,000,000.00)
COLOTRUST Prime Account	10,267,676.28	0.00	10,267,676.28
Cash Drawers & Change Fund	1,750.00	0.00	1,750.00
Total Cash & Cash Equivalents	11,110,722.05	16,648,518.33	(5,537,796.28)
Accounts Receivable, Net	9,968.52	74,551.97	(64,583.45)
Other Current Assets	25,064.00	0.00	25,064.00
Total Current Assets	11,145,754.57	16,723,070.30	(5,577,315.73)
Long-term Assets	(2,805.45)	0.00	(2,805.45)
<b>Total Assets</b>	<b>11,142,949.12</b>	<b>16,723,070.30</b>	<b>(5,580,121.18)</b>
<b>Liabilities and Fund Balance</b>			
Liabilities			
Short-term Liabilities	3,175,893.85	14,100,869.85	(10,924,976.00)
Total Liabilities	3,175,893.85	14,100,869.85	(10,924,976.00)
Fund Balances			
General Fund Reserves			
General Fund Reserves	2,550,000.00	0.00	2,550,000.00
Total General Fund Reserves	2,550,000.00	0.00	2,550,000.00
Change in Fund Balance	5,453,264.72	2,622,200.45	2,831,064.27
Total Fund Balances	8,003,264.72	2,622,200.45	5,381,064.27
<b>Total Liabilities and Fund Balance</b>	<b>11,179,158.57</b>	<b>16,723,070.30</b>	<b>(5,543,911.73)</b>

1

2

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1. There is a known \$36K discrepancy in the capital fund related to how depreciation is recorded. The Finance Team is working with the finance consultant to correct it.
2. Total fund balance of unappropriated funds is \$5,453,264.72.
3. \$8,003,264.72 is total fund balance of unappropriated funds plus the reserves \$2,550,000.

# February 2025 Director's Report

## Lease Agreement: Space for Facilities Team

Please see *Attachment A* for a red-line draft of this document. I am waiting on the legal team to return the lease in time for the Board packet. Hopefully it does not take major revisions and we can get to a point that the prove approves the lease contingent on refining a few items.

## Board Retreat Agenda Update

I wanted to give a brief verbal update on 6-month progress of items identified at the Board Retreat last August.

### Gunbarrel Library [Opening new Branch]

Plans have been submitted to the City of Boulder for the physical renovation of 6500 Lookout Road, Gunbarrel Library location. We are waiting for permits to begin demolition and construction on site. Signage for the Library has been ordered. Library staff will present renovation plans once we have received our permit. We anticipate presenting to the Board in April 2025.

In the meantime, activity in the Gunbarrel Community has already begun. Rebecca Beckly, Gunbarrel Branch Manager reports the following:

- *Reached out to all the schools in the area, met with two schools, Watershed and Heatherwood Elementary and scheduled to meet with Boulder Country Day School. The meetings include discussions of what various kids and stakeholders hope for in library services (meeting rooms, class visits, etc.) as well as what the library can offer such as Storytimes and seminars for teachers on Library resources.*
- *In discussion with Watershed about possible service projects their students can organize such as polling of Gunbarrel residents and possibly helping to shelve the new library collection.*
- *Heatherwood and Watershed have offered use of their space to the Library.*
- *Meeting with local business owners. Humankind coffee happy to allow library staff to schedule community listening sessions at their coffeeshop across the street from the library site. [They also have a bicycle coffee cart that they would be interested in bringing over to serve coffee at Library events.*

- *Gunbarrel Storytimes at the Boulder Rural Fire Rescue began in February and are scheduled to occur weekly moving forward. Flyers distributed to areas businesses.*
- *Two Gunbarrel Librarian positions will be posted in February. Plan to have them begin work in the community; storytimes, hosted conversations, meet and greet. Will also begin planning Grand Opening.*
- *Currently planning three special events in Gunbarrel for the 2025 Summer of Discovery. Details are not finalized yet, but one program at Heatherwood Elementary, one program at the Boulder Rural Fire Rescue, and one program on the outside grounds of the Gunbarrel Library.*

## Carnegie Library for Local History – Space Needs Analysis

As discussed at the retreat, Carnegie has limited space for growth and no parking – limiting future uses of the space as a viable 21<sup>st</sup> century archive. We have a draft of space and access needs and are working with the Boulder Architecture firm PEH to work through various costs and plans for how to make the building “fully” accessible for the public and staff and also meet space needs. We are scheduled to present these scenarios to the Board of Trustees in April 2025.

## Meadows Search

The search for an expanded Meadows Branch Library in the South East portion of Boulder is ongoing. Commercial vacancies for office type space in Boulder is still quite high. We are looking at a wide range of options right now. A “suitable” building must accommodate Meadows Branch library’s long term needs, but may also potentially accommodate future needs for Carnegie and perhaps other library uses. This far, nothing has come up. But we will continue with the search. A note of caution: commercial real estate in Boulder is a highly competitive market – with very few “small” players. It is healthy to remember that over 50% of commercial property in Boulder is owned by out-of-state conglomerates, mostly multi-billion dollar companies, with areas of specialization and expertise. I still believe it is in the library’s best long-term interests to purchase rather than rent space, and I am still at least somewhat optimistic that an opportunity may present itself in the next 2-3 years. But I have no illusions that it will be a simple manner of finding a building we like and making an offer.

## Teen role in library planning

The Main Library 2<sup>nd</sup> floor space reconfiguration is in its early stages. This planned and budgeted project is scheduled to take place in the last 2 quarters of 2025. We have

discussed with several groups and partner organizations how Teens can be involved in this project and we plan to engage teens in focus groups and design workshops to help us envision what teens want from the teen area of the library. More broadly we plan to engage teens in 2025 to help inform an overall improved and more appealing library setting.

## External Safety around the Main Library

The situation around the Main Library got worse before it got better this past fall and winter. The City of Boulder Safe and Managed Places [SAMPS] team has been working the Civic Area park including the area underneath and just to the west of the library more frequently. For the past four months there have been no large encampments that persisted for more than a week or so without City of Boulder notifications to vacate. Anecdotally, with only a few severe exceptions, the situation is in better control. The library staff and security have continued our practice of asking encampments close to the library to clean up their trash or not be allowed in the library. This has been effective in some instances.

## Wireless around Nobo

We have done some preliminary research and made a few contacts about the provision of free wireless access in the area around Nobo. It is premature to say if there is a viable path forward at this juncture. There are legal and cost hurdles that we have to continue to investigate. I anticipate that this investigation will stretch into our next strategic plan scheduled to begin in 2026.

## Marketing and Communications Strategy

Work has begun on an overall Marketing and Communications strategy. We had anticipated presenting a full 2-3 year plan to the Board at the end of 2024. While several elements of the plan are underway (targeted newsletters/mailings and defining priority audiences: families, teens, “power users,” Latino and Hispanic), we have had some staffing issues in Marketing and Communications in this first year that have presented a challenge in completing all the work we set out to do. A Communications and Marketing Plan been a top priority since January 1. We anticipate presenting a draft Marketing and Communications plan to the Board in July 2025.

## Library Use Survey

Data gathering, analysis and creating a more transparent and responsive library is a component of the Library Marketing and Communications Plan. We will be conducting a library use survey this quarter – see *Attachment B*. It is our first use survey since 2018 when we engaged the community in our master planning process. The purpose of this use survey is to get some baseline data. We plan to conduct bi-annual surveys going forward.

An ancillary goal of the survey is to recruit people to participate in panels and focus groups for more frequent polling of questions and issues.

*Incentives & Target Audience:*

- Respondents who complete the survey will receive a \$5 Amazon gift card.
- The incentive can be increased if needed to encourage participation among younger patrons.
- To ensure demographic representation, the survey includes three screening questions at the beginning, allowing results to be analyzed by age, race, and gender. (In 2018, while we gathered valuable insights, responses were heavily skewed toward older white female patrons.)

*Survey Distribution & Timeline:*

- The survey will be available in English and Spanish.
- We plan to launch it via email with a link by mid-March, pending final approval by February 21.
- The survey is expected to remain open for 2 – 4 weeks, depending on the response rate.

*Results & Reporting:*

- We need approximately 500 responses for valid results. [We anticipate much higher response. In 2018, we had nearly 3000.]
- Preliminary results should be available for discussion by May 2025.
- A full report is expected by June 2025, depending on the survey fielding period.

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into this \_\_\_ day of February, 2025, by and between, Stephen D. Tebo dba Tebo Properties, its successors and assigns ("Lessor") and Boulder Public Library District ("Lessee").

## WITNESSETH:

That in consideration of the payment of rents and the keeping and performance of the agreements and covenants by the Lessee hereinafter set forth, Lessor, hereby demises and leases unto Lessee the following described premises commonly known as 1624 Broadway, Boulder, Colorado, as herein described in Exhibit "A", being approximately 1,796 rentable square feet, together with the non-exclusive right and privilege of common parking areas, if any (the "Leased Premises" or "Premises").

TO HAVE AND TO HOLD the same for a period beginning on February 17, 2025 until February 28, 2030 upon the following agreements, covenants and conditions:

## ARTICLE I: RENT

Lessee covenants and agrees to pay as rental for the full term of this Lease the base rent of not less than Two Hundred Eighteen Thousand Five Hundred Fifty-Six and 60/100 Dollars (\$218,556.60), plus NNN expenses and utilities, payable as follows each month of the Lease term subject to annual appropriation as required by Article X, sec. 20 of the Colorado Constitution and allowed by Section 29-1-110 (2), C.R.S.:

February 17, 2025 thru February 28, 2025 \$1,345.08 per month base rent plus NNN expenses plus utilities.  
 March 1, 2025 thru February 28, 2026 \$3,409.40 per month base rent plus NNN expenses plus utilities.  
 March 1, 2026 thru February 28, 2027 \$3,511.68 per month base rent plus NNN expenses plus utilities.  
 March 1, 2027 thru February 29, 2028 \$3,617.03 per month base rent plus NNN expenses plus utilities.  
 March 1, 2028 thru February 28, 2029 \$3,725.54 per month base rent plus NNN expenses plus utilities.  
 March 1, 2029 thru February 28, 2030 \$3,837.31 per month base rent plus NNN expenses plus utilities.

Contemporaneously with the execution of this Lease, Lessee shall pay to Lessor the sum of \$2,331.38 by check representing Lessee's payment of base rent and NNN expenses for the month of February, 2025. Payment of rental installments shall be made to TEBO PROPERTIES, P. O. Box T, Boulder, Colorado 80306-1966, or at such other address as Lessor may in writing direct, provided, except for any prepaid rent and/or the security deposit, if applicable, which shall be paid by check, Lessee shall pay all rent and other charges due under this Lease by ACH electronic payment as follows:

Prior to April 1, 2025, Lessee shall complete the process established by Lessor for Lessee's payment by ACH. Lessee shall (a) provide the requested information included below Lessee's signature block set forth at the end of this Lease, and/or email the following information to [ar@teboproperties.com](mailto:ar@teboproperties.com); billing e-mail address and phone number, billing contact name, business name, and premises address, and (b) shall thereafter follow Lessor's e-mailed prompts to complete the ACH payment setup process. Notwithstanding any of the forgoing to the contrary, in the event that if rent or other amounts become due and payable prior to Lessee completing the ACH payment setup process, Lessee agrees to timely make payment by check, as set forth above.

In the event that the term of this Lease commences on a day other than the first day of a calendar month, Lessee shall then pay, in advance, in addition to the payment set forth above, an amount equal to a pro-rata portion of a monthly installment of rent based upon the number of days remaining in that month.

All rent payable hereunder is due in advance on or before 12 o'clock noon on the 1st day of each calendar month during the full term hereof. If Lessee shall fail to pay said monthly rental installments on or before five (5) days after the same are due and payable, or if Lessee shall fail to pay when due and payable any other sums payable under the terms of this Lease, then Lessee shall pay \$150.00 (as an administrative fee), plus as late fees in an amount equal to the lesser of (i) \$75.00 per day, or (ii) accrued interest on such unpaid balance at a rate equal to the maximum rate allowed by law. In addition to the foregoing administrative and late fees, Lessee shall be liable for Lessor's reasonable attorneys'

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fees incurred enforcing the terms of this Lease, including, without limitation, fees incurred during any procedure for monetary collections and/or the repossession of the Premises. In the event Lessee shall make any payments required under the terms of this Lease by a check which is returned unpaid for any reason from Lessee's bank, Lessee shall be liable to Lessor for an additional administrative charge of \$100.00.

It is the intention of Lessee and Lessor that all base rent reserved herein shall be an absolute net return to Lessor and that NNN expenses, which include, without limit, all reasonable costs and expenses that may be paid or incurred by Lessor in operating, managing, policing, equipping, repairing, replacing and maintaining the Leased Premises and common areas, including, without limitation: sewer & water; common area trash removal; snow removal; parking lot sweeping, re-stripping, repairs, and resurfacing; lighting repairs; exterior wall repairing, roof repairs and replacements, painting and/or staining; gutters and downspouts; general maintenance; landscaping; remodeling, or alteration of the building(s); elevator maintenance, service and repair and/or any cost of any maintenance and service agreements with respect to the elevators (if any); government or private energy mandated efficient measures, including, without limitation, reports, repairs, and upgrades; management fees, Condo and or association fees and charges, insurance premiums and deductibles; security service, utilities, tax assessments and janitorial services imposed upon or related to the Leased Premises and common areas of the property, except as otherwise specifically provided herein, all of which shall be borne by Lessee and not by Lessor, it being Lessor's intent to exclude only items of expense commonly known and designated as "carrying charges". Lessee's percentage of above expenses shall be Fifty-Three and Sixty-One Hundredths percent (53.61%). An additional fifteen percent (15%) of the foregoing expenses shall be charged to Lessee to cover Lessor's administrative and overhead costs, which shall be charged to Lessee as part of the NNN expenses and is included in the estimated monthly NNN expense payment, described below. Lessee shall pay 1/12th of its proper percentage of the above annual expenses monthly. Lessor may make reasonable adjustments to such amount at the end of any calendar month ~~on the basis of~~ based on previous years' expenses, projected remodeling costs, anticipated property taxes, and estimated common area charges. Lessee agrees to pay any shortage on an annual basis within ten (10) business days from receipt of bill and Lessor agrees to reimburse or credit Lessee for any overage on an annual basis within one hundred twenty (120) days after the end of each calendar year. Lessor shall provide an annual reconciliation on or before one hundred twenty (120) days after the end of each calendar year, provided, any delay by Lessor in submitting the annual reconciliation for any calendar year shall not affect the provisions of this paragraph or constitute a waiver of Lessor's rights for such calendar year or any subsequent calendar year. The annual charge will be subject to the same late fees as the monthly installments of rent. For calendar year 2024, the current monthly NNN expense charge is estimated at \$2,500.00, which estimate includes property tax assessments. Lessor and Lessee acknowledge and agree that upon Lessee applying for and receiving property tax exemptions for the Leased Premises the estimated NNN expense charge shall be adjusted retroactively.

## ARTICLE II: SECURITY DEPOSIT

Contemporaneously with the execution of this Lease, Lessee shall pay to the Lessor the sum of Seven Thousand Seven Hundred and 00/100 Dollars (\$7,700.00) to be held by the Lessor, without interest, as a security deposit and not as prepaid rent. If at any time during the term of the Lease, Lessee shall be in default in the payments of the rents or in performance of Lessee's other obligations under this Lease, including, without limitation, Lessee's obligations to surrender the Leased Premises upon the expiration or earlier termination of this Lease, Lessor shall have the option to apply the said deposit, or as much thereof as Lessor may deem necessary, to cure, correct, or remedy any such default subject to applicable statutory provisions, and the Lessee shall forthwith pay to Lessor all such expenditure or expenditures so that Lessor will at all times have the full amount of said deposit as security. Upon termination of this Lease in any manner, if the Lessee is not then in default, the above deposit or so much thereof as the Lessor may have in its possession, reduced by any portion applied to clean, repair and/or offset damages to the Leased Premise, shall be returned to the Lessee within sixty (60) days of termination. In case of any voluntary or involuntary sale of the property by the Lessor, including any foreclosure sale or conveyance in lieu of foreclosure, this deposit shall be transferred to the new owner, and upon such transfer, liability of the Lessor shall terminate with reference to the security deposit so transferred, upon express condition that the new owner shall assume this liability in writing, and provided that the new owner shall have no liability for the deposit unless and until such time as the deposit is actually transferred to such new owner.

## ARTICLE III: FAILURE TO GIVE POSSESSION

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Lessee                      Lessor



If Lessor is unable to give Lessee possession of the Leased Premises as herein provided by reason of any cause beyond the control of Lessor, the Lessor shall not be liable in damages to Lessee therefore. During the period Lessor is unable for such reason to give possession, all rights and remedies of both parties hereunder shall be suspended; provided that if the Lease term does not commence within twelve (12) months from the date hereof, the Lease shall be deemed canceled and neither party shall have any further rights against the other.

#### ARTICLE IV: USE OF PREMISES

Lessee shall occupy and use the Leased Premises solely for the Boulder Library facilities and operations department, and for no other purpose.

Lessee further agrees to conduct no other business on said Leased Premises without the written consent of Lessor. Lessee covenants, and it is the essence of this Lease, that Lessee shall continuously during the term of this Lease, during all usual business hours, occupy, operate the business, and use the Leased Premises for the purposes herein set forth (except during any times when the Leased Premises may be untenable by reason of fire or other casualty).

#### ARTICLE V: IMPROVEMENTS, ALTERATIONS AND EQUIPMENT

Lessee has inspected said Leased Premises and accepts same for the use and purposes hereof in its present condition and without any warranty of fitness for use. Lessor hereby disclaims any representation or warranty that Lessee's contemplated use is a permitted use under the applicable zoning ordinances.

Lessee may finish the interior walls and floors, install partitions and fixtures, make improvements or alterations, only after obtaining the prior written approval thereof from Lessor, which Lessor shall not unreasonably withhold. All such improvements shall be at Lessee's sole expense. In the event Lessee's improvements require additional Plant Investment Fees (PIFs), Lessee shall be responsible for said fees. Lessee's work shall be completed in a good and workmanlike manner utilizing first rate materials, labor, and design, in accordance with all local, state and federal ordinances and regulations, including without limitation the requirements of the Americans with Disabilities Act, as amended. All such improvements and fixtures, which are attached to the Leased Premises in any manner (including, but not limited to, the floor covering, shelving, fixtures and partitions), shall be and remain a part of the Leased Premises and shall not be removed by Lessee at any time without written consent of the Lessor being first obtained.

Lessee shall be responsible for providing its own sign and/or window lettering; however, such signs or lettering must be of a size, color and design acceptable to Lessor and Lessor's approval must first be obtained in writing before any signs are installed or lettering done. Lessee shall not attach any signage directly to the brick or rock material of the exterior of the Leased Premises. Upon lease expiration, Lessee, at Lessor's request, shall have signage removed and have sign fascia repaired and repainted so that there is no visible damage to fascia, and repair electrical as may be required at Lessee's sole cost.

Lessee shall, except as hereinabove provided, promptly pay for any and all improvements, alterations or additions constructed or installed in the Leased Premises at Lessee's instance and shall protect the Leased Premises and shall indemnify and hold Lessor harmless from, and at Lessor's election defend at Lessee's sole cost and using legal counsel reasonably acceptable to Lessor, any and all mechanics' or other liens arising therefrom, including reasonable attorney's fees and court costs which Lessor may incur in connection with any such mechanics' lien filed against the Leased Premises it being understood and agreed that the right of the Lessee, or any person claiming through or under Lessee, to charge any mechanic, material man's or other liens for labor or material upon or against Lessor's interest in the Leased Premises is hereby expressly denied.

If any such lien shall, at any time, be filed as aforesaid, Lessee shall, within five (5) days after the filing of written notice to Lessee thereof, cause such lien to be discharged of record by payment, bond, order of a court of competent jurisdiction, or otherwise. In the event of Lessee's failure to discharge any such lien within the aforesaid period, Lessor may remove said lien by paying the full amount thereof or by bonding or in any other manner Lessor deems appropriate, without investigating the validity thereof, and Lessee, upon demand, shall pay Lessor the amount so paid out by Lessor in connection with the discharge of said lien, together with expenses incurred in connection therewith, including attorneys' fees.

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Lessee shall not create or suffer to be created, a security interest or other lien against any improvements, additions, or other construction made by Lessee in or to the Leased Premises or against any equipment or fixtures installed by Lessee therein (other than the fixtures and other personal property which Lessee is entitled to remove from the Leased Premises, as set forth elsewhere in this Lease), and should any security interest be created in breach of the foregoing, Lessor shall be entitled to discharge of the same by exercising the rights and remedies afforded under the paragraph immediately above.

#### ARTICLE VI: REPAIRS AND MAINTENANCE

Lessee shall maintain Leased Premises including but not limited to the interior walls, ceiling and floor, plumbing system and fixtures, electrical system and fixtures (including bulbs and ballasts), all windows, window glass and interior doors; the exterior of the Leased Premises including but not limited to exterior doors, repairing, painting and/or staining the exterior walls, the gutters and downspouts, all in good condition and repair, with the work performed in a quality and workmanlike manner. Lessee shall be responsible for the repair and/or replacement of the Heating, Ventilation and Air Conditioning ("HVAC") equipment servicing the Leased Premises. At all times during the term of this Lease, Lessee shall secure, pay for and maintain a maintenance contract with a licensed HVAC contractor for quarterly maintenance on the HVAC system and shall forward to Lessor a copy of such contract for Lessor's records. In the event Lessee fails to supply Lessor with such documentation, Lessor may contract for such maintenance and charge to Lessee the cost either directly, or as a NNN expense, for said maintenance. Lessor's responsibility to maintain the Leased Premises shall be limited to and include the structural integrity of the Leased Premises including foundations of the Leased Premises, provided however, Lessee shall be responsible to Lessor for all out of pocket expenses incurred by Lessor as a result of fire, damage or other casualty (collectively 'waste') to the property which waste is caused by Lessee or Lessee's equipment or signage. Lessee shall be liable for and shall reimburse the Lessor for the cost of any repairs necessitated by the acts or omissions of Lessee, its agents, employees or invitees.

If Lessee refuses or neglects to repair or maintain the Leased Premises to the reasonable satisfaction of Lessor as required hereunder, Lessor may make such repairs without liability to Lessee for any loss or damage that may accrue to Lessee's business by reason thereof, and upon completion thereof Lessee shall pay Lessor's costs for making such repair upon presentation of a bill thereof. An additional fifteen percent (15%) of any expenses shall be charged to Lessee to cover Lessor's administrative and overhead costs related to Lessor's discharge of liens, Lessor's contracting with any service company due to Lessee's failure to do so, Lessor's repairs necessitated by the acts or omissions of Lessee and/or any other similar charges paid by Lessor as described in this Lease.

Upon the termination of this Lease, Lessee shall remove all signage and surrender the Leased Premises to Lessor in a broom clean condition, with all telecommunications and network cabling and wiring installed by Lessee removed upon Lessor's request, with the HVAC system in good operating condition and repair, and all light bulbs and ballasts in working order. Lessee shall further repair any and all damage to the Leased Premises resulting from Lessee's removal of signage and/or other trade fixtures.

#### ARTICLE VII: UTILITIES & SERVICES

Lessee shall promptly pay all proper charges for gas, electrical, and communication (phone, internet, and cable) services to the Leased Premises (to the extent separately metered or provided) directly to the applicable utility service provider. Lessor shall promptly pay the proper charge for water and sewer and trash service for the Leased Premises, which costs shall be charged to the Lessee as part of the NNN expenses, and are included in the estimated NNN expenses set forth in Article I.

Should Lessor determine that Lessee's usage of any or all of sewer and water (including water leaks), trash removal, gas and electrical services (collectively "Utilities") are in excess of normal usages which normal usage has been calculated as part of the NNN expenses, then Lessor may charge back to Lessee the cost of the excess usage. Lessor may, in its sole and exclusive discretion, use either historic usage for the Leased Premises or usage that would be deemed typical for a tenant in the same square footage of space irrespective of the tenants' type of business or occupation as the measurement for the excess usage charged to Lessee. Lessee shall be required to pay the excess usage of Utilities within ten (10) days from receipt of a statement from the Lessor.

#### ARTICLE VIII: INSURANCE

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Lessee agrees to retain and maintain throughout the term hereof:

- (i) Comprehensive General Liability Insurance, providing coverage for:
  - a. Personal injuries, death or property damage upon or arising from the Leased Premises and/or the Lessee's operations, in amounts of not less than the minimum requirements of the Colorado Governmental Immunity Act, Section 24-10-106, C.R.S. \$2,000,000.00 per occurrence, ~~\$3,000,000.00~~ and in the aggregate and replacement costs of property damage, which policy shall contain a waiver of subrogation in favor of Lessor.
  - b. Products and Completed Operations Liability.
- (ii) Property, Business and/or All Risks Insurance, providing coverage for:
  - a. Property Damage, covering all tenant improvement work, betterments, and/or improvements made by Lessee to the Leased Premises, valued at replacement cost, and replacement costs for property damage, and damage, destruction, and/or loss of Lessee's personal property located on or about the Leased Premises.
  - b. Business interruptions and loss of income.
  - c. Damage to the Leased Premises, Lessee's personal property, and improvements made by Lessee to the Leased Premises from malicious mischief and unlawful entry and break-in.
- (iii) Pollution Liability Insurance, upon Lessee's receipt of reasonable written request from Lessor.
- (iv) Workers' Compensation Insurance as required by law, with coverage limits in the amount required by law, and Employer's Liability Insurance with limits of \$1,000,000.00, each of which shall contain a waiver of subrogation in favor of Lessor.
- (v) Auto Liability Insurance, providing coverage for:
  - a. All of Lessee's vehicles, including vehicles owned and operated by Lessee's employees and agents to the extent used in the course of their employment, entering on or about the Leased Premises and/or adjacent or nearby areas, covering for bodily injury and property damage to third parties and property damage to Lessor's property.
  - b. In at least the minimum amounts required by the Colorado Governmental Immunity Act, Section 24-10-106, C.R.S. \$1,000,000.00 combined single limit.

Lessee shall pay the premiums for such policies, under which Lessor shall be named as additional insured and as loss payee with regards to all improvements to the Leased Premises, and (prior to Lessee entering upon or about the Leased Premises and throughout the term of this Lease upon renewal of each policy) electronic copies of certificates of the insurance required hereunder shall be sent to Lessor by Lessee via electronic email delivery to: [TEBOCOI@DOCUTRAX.COM](mailto:TEBOCOI@DOCUTRAX.COM), or otherwise provided to Lessor pursuant to Lessor's request to Lessee. Lessor reserves the right to reasonably revise the amount of insurance Lessee is required to carry as part of Lessee's obligations herein. Lessee shall pay the cost for any additional coverage. All policies shall be primary and non-contributory to Lessor's insurance policies, and any policy proceeds shall be used for the repair or replacement of the property damaged or destroyed. All policies shall be taken out with insurers rated A – IX or higher and licensed to do business in the state where the Leased Premises is located. All policies shall require that at least thirty (30) days prior written notice be delivered to Lessor by the insurer prior to termination, cancellation, or material change in such insurance.

Lessee acknowledges that it is solely responsible for obtaining insurance coverage for business interruptions and insurance coverage for its personal property, including, without limit, equipment, furniture and inventory. Lessee further acknowledges that Lessor has no obligation to reimburse Lessee for any business interruption, loss of business, and/or damage to any personal property, including, without limit, any damage due to water, sewer or plumbing leaks.

Any Lessee who sells, distributes or offers alcohol or other spirituous liquors, shall maintain throughout the term hereof, Dram or Liquor Insurance in amounts of not less than \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate. Lessee shall pay the premiums for such policy, under which Lessor shall be named as additional insured, and electronic copies of certificates of Lessee's Dram or Liquor insurance shall be sent to Lessor by Lessee via electronic email delivery to: [TEBOCOI@DOCUTRAX.COM](mailto:TEBOCOI@DOCUTRAX.COM), or otherwise provided to Lessor pursuant to Lessor's notice to Lessee. All policies shall be taken out with insurers acceptable to Lessor. Further, all policies shall require that at least thirty (30) days prior written notice be delivered to Lessor by the insurer prior to termination, cancellation, or material change in such insurance.

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Lessor, its agents and employees, make no representation that the limits of liability specified to be carried by Lessee pursuant to Article VIII are adequate to protect Lessee. If Lessee believes that any of such insurance coverage is inadequate, Lessee will obtain, at Lessee's sole expense, such additional insurance coverage as Lessee deems adequate.

Without Lessor's prior written consent, Lessee shall not carry any stock of goods or do anything in or about or adjacent to or nearby the Leased Premises which would in any way tend to increase the Lessor's insurance premiums or invalidate any policy on the Leased Premises or the Building. If Lessor shall consent to such use, Lessee agrees to pay directly to Lessor, any and all increase in premiums for insurance resulting from the business carried on by Lessee. If Lessee installs any electrical equipment that overloads the power lines in the Building, Lessee shall, at its own expense, make whatever changes are necessary to comply with the requirements of insurance underwriters and insurance rating bureaus and governmental authorities having jurisdiction.

Lessee hereby releases Lessor and Lessor's officers, partners, members, agents, representatives, and employees from any claim for damage to the Leased Premises, improvements therein, or Lessee's equipment or other Lessee personal property therein, and business interruptions and loss of income, that is caused by or results from any risk which is either (a) insured against under any insurance policy carried by Lessee or (b) would be insured against under any insurance policy required by this Lease to be carried by Lessee. Lessee shall cause each insurance policy obtained by it to provide that the carrier waives all right of recovery by way of subrogation against Lessor in connection with any damage covered by the policy.

Lessor and Lessee hereby agree that insurance is material to this Lease and Lessee's failure to provide and maintain the required insurance coverage as set forth herein, shall constitute a material default of the Lease which entitles Lessor to undertake all remedies available under law, including, without limit, eviction.

#### ARTICLE IX: PROPERTY TAXES

Pursuant to Section 39-3-124, C.R.S., the Leased Premises (i.e., that portion of the building used by Lessee, a political subdivision of the State of Colorado, for the purposes authorized hereunder), and all personal property and trade fixtures placed by the Lessee in the Leased Premises, is exempt from the levy and collection of property taxes. Lessee shall file an executed copy of this Agreement with the Boulder County Assessor's Office, whereupon the Boulder County Assessor is required by law to provide written notice to Lessor acknowledging receipt of this Agreement. Lessee shall notify the Assessor's Office ~~in the event that~~ if this Agreement is terminated prior to the expiration of the lease term set forth in this Agreement. In the event Lessee loses its property tax-exempt status, or the Leased Premises is otherwise determined taxable, Lessor shall remit all taxes levied against the real property and improvements of which the Leased Premises are a part and Lessee shall (i) reimburse its share of said taxes as additional rents, and (ii) be liable to Lessor for all taxes levied against personal property and trade fixtures placed by the Lessee in the Leased Premises. If any such taxes for which the Lessee is liable are levied against Lessor or Lessor's property and if Lessor elects to pay the same or if assessed value of Lessor's property is increased by inclusion of personal property and trade fixtures placed by Lessee in the Leased Premises and Lessor elects to pay the taxes on such increase, Lessee shall pay to the Lessor upon demand that part of such taxes for which Lessee is primarily liable hereunder.

#### ARTICLE X: INDEMNITY

Lessee shall indemnify, defend and save Lessor harmless for each and every loss, cost, damage, expense (including reasonable attorney's fees and court costs) or claim arising out of any default or breach of this Lease by Lessee or any accident or other occurrence causing injury to any person or property and due directly or indirectly to the condition of said Leased Premises or to the use or neglect of the Leased Premises, the common areas or any part thereof, by the Lessee, or any person or persons holding under the Lessee, or its contractors, subcontractors, vendors, employees, agents, servants, customers, visitors, or other invitees, unless said accident or other occurrence is directly and exclusively due to the willful act or gross negligence of Lessor to the fullest extent permitted by Colorado Constitution, Art. XI, sections 1 and 2. Lessee further shall keep and save Lessor and the Leased Premises harmless and free from any penalty, damage or charge imposed for violation of the laws or ordinances whether occasioned by the act or neglect of the Lessee or of others holding under or through the Lessee.

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## ARTICLE XI: OTHER COVENANTS BY LESSEE

Lessee further covenants and agrees:

- (a) To surrender and deliver up the Leased Premises, at the expiration of the Lease, in as good order and condition as when the same were entered upon by the Lessee, loss by fire or other casualty and ordinary wear and tear excepted.
- (b) Not to commit any waste on or about the Leased Premises, permit or suffer to be permitted any waste about the Leased Premises, including but not limited to, abuse, neglect, mistreatment, damage or destruction to the Leased Premises.
- (c) To keep the Leased Premises, the sidewalks directly in front of and extending to the curb of said Leased Premises, in clean and sanitary condition and free from litter, snow, ice, dirt and debris and said sidewalk from obstructions. Lessee shall not display or keep merchandise or other articles on the sidewalks or in doorways of the Leased Premises.
- (d) Not to conduct any auction sale on the Leased Premises nor use electrical equipment, other than that ordinary and necessary for the conduct of the Lessee's business.
- (e) Not to permit any noise, odor, smell, nuisance, disorderly conduct or other encroachment whatsoever in or about the Leased Premises, having a tendency to annoy, disturb, harm or otherwise interfere with the quiet enjoyment of any persons occupying spaces adjacent or near the Leased Premises.
- (f) Not to hold or attempt to hold the Lessor liable for any injury or damage, either proximate or remote, occurring through or caused by any repairs or alterations, injury or accident to the Leased Premises nor liable for any injury or damage occasioned by defective wiring or the breakage or stoppage of plumbing or sewage upon the said Leased Premises, or upon adjacent leased premises, whether said breakage or stoppage results from freezing or otherwise.
- (g) Not to hold or attempt to hold the Lessor liable for any loss or damages resulting from any restriction or disruption of access to the Leased Premises from any street or sidewalk cause by construction work or any other actions taken by or on behalf of governmental authorities, government contractors, or any other cause not entirely within the Lessor's direct control, and, further provided, Lessee acknowledges and agrees that any such restriction or disruption of access shall not constitute a constructive eviction of Lessee nor give rise to any right or remedy of Lessee against Lessor.
- (h) Not to permit or suffer the Leased Premises, or the walls or the floors thereof, to be endangered by overloading.
- (i) Not to permit the Leased Premises to be used for any purpose which would render the insurance thereon void or the insurance risk more hazardous.
- (j) To permit Lessor to place a "For Rent" sign upon said Leased Premises at any time after ninety (90) days before the end of this Lease, it being understood that Lessor may at any reasonable hour of the day enter into or upon and go through and view and inspect said Leased Premises.
- (k) Not to keep any animal (except for service animals, which are registered with an applicable governmental body as a necessary service animal) on or about the Leased Premises or to interfere in any manner with other tenants occupying other parts of the building or the customers and patrons of said other tenants.
- (l) To keep the Leased Premises heated at all times to a temperature sufficiently high to prevent freezing of water pipes and fixtures in the Leased Premises.
- (m) Not to park any cars belonging to Lessee or its employees in front of the building in spaces normally used for customer parking during normal business hours, and not to store or park vehicles on or about the Leased

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Lessee                      Lessor

Premises or common areas which are (i) not registered, (ii) have expired registration, (iii) are inoperable, (iv) abandoned, and/or (v) offered for sale.

(n) Not to allow any accumulation of trash or debris on the Leased Premises or within any portion of the improvements of which the Leased Premises are a part.

(o) Not to store any material outside of the Leased Premises unless first approved by the Lessor in writing.

(p) To empty any trash container in front of the Leased Premises space on a daily basis.

(q) To place mats under all rolling chairs utilized in the Leased Premises.

(r) Not to use said Leased Premises for any purposes prohibited by the laws of the United States, the State of Colorado, or applicable ordinances of any governmental authority having jurisdiction over the Leased Premises; nor for any improper or questionable purposes whatsoever.

#### ARTICLE XII: FIRE AND OTHER CASUALTY

If, during the term of this Lease, the said Leased Premises shall be so damaged by fire or other casualty, not arising from the fault or negligence of the Lessee or those in its employ, that the said Leased Premises shall thereby be rendered unfit for use or occupancy, then the rent herein reserved, or a just and proportionate share thereof, according to the nature and extent of the damage which has been sustained, shall be abated until said Leased Premises shall have been duly repaired and restored. If damage shall not be substantial, Lessor shall proceed to repair the same with reasonable diligence.

In case the Leased Premises or any part of the building of which the same are a part shall be substantially damaged, Lessor shall have the right to either repair or restore the Leased Premises and either Lessee or Lessor may cancel this Lease and end the term thereof, and in case of such cancellation, the rent and any other monies due and owing to the Lessor shall be paid by the Lessee to the date Lessee vacates said Leased Premises, and all further obligations upon the part of either party hereto shall cease and the estate hereby created shall thereupon terminate, except that the Lessor shall repay to Lessee the security deposit, less any proper charges paid therefrom. For purposes of this Section Substantial Damage shall be defined as damage equal to more than thirty percent (30%) of the replacement cost.

#### ARTICLE XIII: ASSIGNMENT AND SUBLETTING

Lessee shall not sublet said Leased Premises or any part thereof, nor assign this Lease without the prior written consent of Lessor. Lessee shall not permit any transfer by operation of law of Lessee's interest in said Leased Premises, nor permit said Leased Premises to remain vacant for any period of time during the term of the Lease. Lessee shall remain liable for all of the terms hereunder notwithstanding any such consented to assignment or sublease. For the purposes of this paragraph, an assignment of a majority ownership interest in Lessee shall be deemed an assignment of this Lease.

Lessee shall pay a processing fee in the amount of the greater of (a) One Thousand and 00/100 Dollars (\$1,000.00) or (b) Lessor's estimated attorney fees related to reviewing, drafting and/or negotiating any required agreements, to Lessor at the time of any request by Lessee for assignment or sublease of Lessee's interest in this Lease.

#### ARTICLE XIV: ATTACHMENT, EXECUTION OR BANKRUPTCY

Lessee is a quasi-municipal corporation and political subdivision of the State of Colorado. Accordingly, its property interests are not subject to execution or liens or levies of any kind. Nevertheless, if this Lease or any interest herein shall be levied upon, either by attachment which shall be allowed to remain thereon for a period of twenty (20) days, or by execution or any legal proceedings against Lessee or its successors or assigns, or if Lessee or its successors shall file a voluntary petition in bankruptcy or shall be adjudged a bankrupt or insolvent debtor under any provision of law, federal, or state, or if the same or any interest therein shall in any manner be taken, or the occupation of said Leased Premises charged or interfered with by any legal proceedings whatsoever, the Lease shall immediately terminate at the option of the Lessor and if the Lessor so terminates, the building and improvements herein described shall immediately

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revert to and vest in the Lessor, and any rentals paid in advance and any deposit shall be retained by the Lessor as damages without limiting the right of the Lessor to further damages.

#### ARTICLE XV: RIGHTS RESERVED TO THE LESSOR

This Lease and the Lessee's rights under this Lease are subject and subordinate to ~~any~~ mortgage, deed of trust or other lien, encumbrance or indenture, together with any renewals, extensions, modifications consolidations, replacements of them (each a "Superior Lien"), that now ~~or any time~~ affects the Leased Premises ~~or~~ any interest of Lessor in the Leased Premises or Lessor's interest in the Lease and the estate created by this Lease (except to the extent that the recorded instrument evidencing the Superior Lien expressly provides that the Lease is superior to the Superior Lien). ~~This provision will be self-operative and no further instrument of subordination will be required in order to effect it. Nevertheless, Upon request,~~ Lessee will execute, acknowledge and deliver to Lessor ~~at any time and from time to time, upon request by Lessor~~ documents requested by Lessor, ~~or any~~ mortgagee or any holder of ~~a~~the deed of trust or other instrument described in this paragraph ~~to confirming or effect the further subordinating on any other~~ modifications or additions to this Lease ~~as the lender may request as set forth below~~. If Lessee does not execute acknowledge and deliver the requested documents within ten (10) days of the request therefore Lessor, and its successors or assigns shall be entitled to execute, acknowledge and deliver those documents on behalf of Lessee as its attorney-in-fact.

Lessee ~~may shall~~, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under ~~the any~~ mortgage made by the Lessor covering the Leased Premises, ~~in its sole discretion, at the request and election of such mortgagee or purchaser at foreclosure,~~ attorn to the purchaser upon any foreclosure or sale and recognize such purchaser as the Lessor under this Lease.

#### ARTICLE XVI: DEFAULT AND ACCELERATION

It is understood and agreed by and between the parties hereto that if the rent above reserved or other sums to be paid by Lessee under this Lease or any part thereof shall be in arrears for a period of ten (10) days after the same becomes due, or if default shall be made in any of the covenants and agreements herein contained to be kept by Lessee other than the payment of rent or other sums to be paid by Lessee under the Lease and Lessee fails to cure the same after ten (10) days written notice by Lessor, Lessor at its option and with or without notice (Lessee's right to notice being expressly waived), may declare Lessee's right of possession ended and enter into said Leased Premises or any part thereof, either with or without process of law, to expel, remove and put out said Lessee or any person or persons occupying the same, using such force as may be necessary in so doing, and to repossess said Leased Premises; it being further agreed that in case the Leased Premises are left vacant, or if Lessee's right to possession is terminated, as aforesaid, then and in addition to all other remedies which Lessor may have, Lessor may, without in any way being obligated to do so, and without terminating the Lease, retake possession of said Leased Premises and rent the same for such terms as Lessor may deem best, making such charges for the account of the Lessee, and Lessee shall satisfy and pay monthly any deficiency including the expense of such reletting charges, repairs, alterations and remodeling as may be necessary to relet said Leased Premises, and/or pursue any and every remedy available to Lessor in law or in equity. No such re-entry or taking possession of the Leased Premises by Lessor shall be construed as an election on its part to terminate this Lease unless a written notice of such intention is given to Lessee. In the event Lessor retakes possession of the Premises pursuant to this Article XVI, Lessor shall use commercially reasonable efforts to mitigate its damages by seeking a replacement tenant for the Premises, provided, however, Lessor shall not be required to relet the Premises at a rate lower than the then fair market value, or upon terms and condition which are not acceptable to Lessor, in its sole and absolute discretion.

It is understood and agreed to between the parties hereto, that if Lessee fails to pay any monthly rental installment or breaches any covenant in this Lease agreement, Lessor or its assigns may also at its option, elect to do the following:

(a) If Lessee shall fail to pay any month's installment of rent or other sums to be paid by Lessee under the Lease for a period of ten (10) days after it becomes due and payable, then all installments of rent for the whole term of this Lease agreement shall, at the option of Lessor or its assigns, become due and payable upon demand, without notice.

(b) If Lessee shall breach any of the covenants in this Lease agreement other than the payment of rent or other sums to be paid by Lessee under the Lease, and if Lessee shall fail to cure such breach for a period of ten (10) days

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after receipt of written notice by Lessor, then all installments of rent for the whole term of this Lease agreement shall, at the option of Lessor or its assigns, become due and payable upon demand, without further notice to the extent permitted by Colorado Constitution, Art. XI, sections 1 and 2 and subject to annual appropriation as required by Article X, sec. 20 of the Colorado Constitution and allowed by Section 29-1-110 (2), C.R.S.

No assent, expressed or implied, to any breach of any one or more of the covenants or agreements hereof shall be deemed to be taken to be a waiver of any succeeding or other breach. The various rights, remedies, powers, options and elections of Lessor reserved, expressed, or contained in this Lease are cumulative and no one of them shall be deemed to be exclusive of the others or of such other rights, remedies, powers, options or elections as are now or may hereafter be available to Lessor at law or in equity. Lessor is entitled to recover all direct and consequential damages, attorney fees, expert witness fees, costs, overhead (including the value of in-house time), and other expense it incurs in enforcing this Lease.

#### ARTICLE XVII: LEGAL COSTS AND EXPENSES

In the event of any controversy claim or dispute between the parties hereto arising out of or relating to this agreement or breach thereof, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees and costs.

#### ARTICLE XVIII: ESTOPPEL CERTIFICATE

Within ten (10) days after request therefore by Lessor, or in the event that upon any sale, assignment or hypothecation of the Leased Premises and/or the land thereunder by Lessor, Lessee hereby agrees to deliver an estoppel certificate in recordable form to any proposed mortgagee or purchaser, or the Lessor, certifying (if such be the case) that this Lease is in full force and effect and that there are no defenses or offsets thereto, or stating those claimed by Lessee, and certifying to such as may be reasonably requested by Lessor or any proposed mortgagee or purchaser. If Lessor submits a completed estoppel certificate to Lessee, and if Lessee fails to object to its contents within ten (10) days after receipt of the completed estoppel certificate, the matters stated in the estoppel certificate will conclusively be deemed to be correct. Furthermore, Lessee irrevocably appoints Lessor as Lessee's attorney-in fact to execute and deliver on Lessee's behalf any completed estoppel certificates to which Lessee does not object within ten (10) days of receipt.

#### ARTICLE XIX: NOTICE

Whenever any notice is required or permitted hereunder such notice shall be in writing. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered whether actually-received or not actually received, when deposited in the United States Mail, postage prepaid, Certified Mail, Return Receipt Requested, addressed to the parties hereto at their respective addresses set forth below, or at any such other addresses as they have theretofore specified by written notice delivered in accordance herewith. Notwithstanding the forgoing, if Lessee's notice address as written below is deficient, or incomplete, Lessor's notice obligation as set forth herein shall be satisfied by giving written notice to Lessee at the Leased Premises. Upon receipt of written notification from Lessor of the name and mailing address of Lessor's mortgagee, Lessee agrees to provide notice to said mortgagee of any default or alleged default of Lessor under this Lease.

#### ARTICLE XX: HOLDING OVER

If, after the expiration of the term of this Lease, Lessee shall remain in possession of the Leased Premises and continue to pay rent without any express written agreement with Lessor as to such holding over, then such holding over shall be deemed and taken to be a holding over upon a tenancy from month to month at a monthly rental equivalent to one hundred twenty-five percent (125%) of the latest rental hereinabove set forth (including any percentage rental), such payments to be made as hereinbefore provided. In the event of such a holding over, all the terms of the Lease as herein set out are to remain in full force and effect on said month to month basis. The ~~month-to-month~~month-to-month tenancy may be terminated by either Lessor or Lessee by providing written notice to the other party at least thirty (30) days prior to the last day of the month which is intended to be the last month of said tenancy.

#### ARTICLE XXI: EFFECT

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This Lease agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, heirs and personal representatives. It is agreed that paragraph headings herein are for convenience only and do not define or limit the rights and obligations of the parties.

#### ARTICLE XXII: CONDEMNATION OF LEASED PREMISES

If the whole of the Leased Premises shall be acquired or condemned by eminent domain for any public or quasi public use or purpose, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding, all rentals shall be paid up to that date, and Lessee shall have no claim against Lessor nor the condemning authority for the value of any unexpired term of this Lease.

If any part of the Leased Premises shall be acquired or condemned as aforesaid, and in the event such partial taking or condemnation shall render the Leased Premises unsuitable for the business of the Lessee then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding. Lessee shall have no claim against Lessor nor the condemning authority for the value of any unexpired term of this Lease, and rent shall be adjusted to the date of such termination. In the event of a partial taking or condemnation which is not extensive enough to render the Leased Premises unsuitable for the business of the Lessee, this Lease shall continue in full force and effect without any reduction or abatement of rent.

In the event of any condemnation or taking as aforesaid, whether whole or partial, the Lessee shall not be entitled to any part of the award paid for such condemnation. Lessor is to receive the full amount of such award, the Lessee hereby expressly waiving any right or claim to any part thereof. Although ~~all of all~~ such damages awarded in the event of any condemnation are to belong to the Lessor, whether such damages are awarded as compensation for diminution in value of the Leasehold or to the fee of the Leased Premises. Lessee shall have the right to claim and recover from the condemning authority, but not from the Lessor, such compensation as may be separately awarded or recoverable by Lessee in Lessee's own right on account of ~~any and all~~ damage to Lessee's business by reason of the condemnation and for or on account of any cost or loss to which Lessee might be put in removing Lessee's furniture, fixtures, Leasehold improvements and equipment.

#### ARTICLE XXIII: ACCORD AND SATISFACTION

No payment by Lessee or receipt by Lessor of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord or satisfaction. Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such rent or pursue any other remedy provided for in this Lease.

#### ARTICLE XXIV: LIEN OF LESSOR

Lessee hereby grants to the Lessor a lien upon all the furniture, fixtures, equipment, and other property belonging to the Lessee, ~~regardless of whether the same is~~ located on or within the Leased Premises during the Lease term, to secure the performance of the Lessee's obligations under this Lease, said lien to be prior to any other lien on such property except a lien in favor of the seller of such property to secure the unpaid purchase price thereof which has been previously secured by a perfected security agreement. This Lessor's lien may be foreclosed in the same manner as a security agreement, and the filing of this Lease or a memorandum thereof, in the County records or a financing statement in the Central Filing Office for UCC Financing Statements, shall constitute full lawful notice of this lien. If the Lessor also has a lien on such property, or any portion thereof, by virtue of any other instrument, or by operation of law, the lien under this Lease shall be in addition thereto, and the Lessor shall have alternate remedies at its option.

#### ARTICLE XXV: HAZARDOUS MATERIALS

Lessee shall not cause or permit any Hazardous Material (as defined below) to be brought upon, kept, or used in or about the Leased Premises, or the building or buildings in which the Leased Premises is located (the "Building"), by Lessee, its agents, employees, contractors, or invitees, without the prior written consent of Lessor (which Lessor shall not unreasonably withhold as long as Lessee demonstrates to Lessor's reasonable satisfaction that such Hazardous

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\_\_\_\_\_  
Lessee                      Lessor

Material is necessary or useful to Lessee's business and will be used, kept, stored and disposed of by Lessee in a manner that complies with all laws regulating any such Hazardous Material so brought upon or used or kept in or about the Leased Premises, and such storage will not create an undue risk to other tenants of the Building, giving consideration to the nature of the Building and its tenants). If Lessee breaches the obligations stated in the preceding sentence, or if the presence of Hazardous Material is detected on the Leased Premises or the Building, or if contamination of the Leased Premises or the Building, by Hazardous Material otherwise occurs for which Lessee is legally liable to Lessor for damage resulting therefrom, then Lessee shall indemnify, defend and hold Lessor harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution in value of the Leased Premises, and the Building, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Leased Premises or the Building, damages arising from any adverse impact on marketing of space in the Building, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the Lease Term as a result of such contamination. This indemnification of Lessor by Lessee includes, without limitation, the obligation to reimburse Lessor for costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material present in, on, or about the Leased Premises or the Building, or in the soil or ground water on or under the Premises or the Building. Without limiting the foregoing, if the presence of any Hazardous Material in, on or about the Premises or the Building caused or permitted by Lessee results in any contamination of the Premises or the Building, Lessee shall promptly take all actions at its sole expense as are necessary to return the Leased Premises or the Building to the condition existing prior to the introduction of any such Hazardous Material thereto; provided that Lessor's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Premises or the Building or exposes Lessor to any liability therefore and such actions are undertaken in accordance with all applicable laws, rules and regulations and accepted industry practices.

The term "Hazardous Materials", when it appears in this Agreement, is used in the broadest sense and shall mean oil, any petroleum based product or derivative (and any fraction thereof), any petroleum additive, pesticides, paints, solvents, polychlorinated biphenyls, lead, cyanide, DDT, acids, bases, ammonium compounds, ethylene glycol, antifreeze, asbestos (in any form), chemicals, pollutants, contaminants, irritants, wastes or any substance or material defined or designated as hazardous, toxic, regulated, or other similar term, by any Hazardous Materials Laws.

The term "Hazardous Materials Laws", when it appears in this Agreement, means any federal, state or local environmental statute, regulation, ordinance or policy presently in effect or which may be promulgated in the future, as they may be amended from time to time, including but not limited to: the Act, 42 U.S.C. Sec. 9601 et seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq.; the Emergency Planning and Community Right-To-Know Act, 42 U.S.C. Sec. 1101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. Sec. 1251 et seq.; the Oil Pollution Act, 33 U.S.C. Sec. 2701 et seq.; the Safe Drinking Water Act, 42 U.S.C. Sec. 300f-300j; the Clean Air Act, 42 U.S.C. Sec. 7401 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Sec. 5101 et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. Sec. 136 et seq.; the Toxic Substances Control Act, 15 U.S.C. Sec. 2601 et seq.; the Colorado Hazardous Waste Act, C.R.S. Sec. 25-15-101 et seq.; Colorado's Hazardous Waste Sites law, C.R.S. Sec. 26-16-101 et seq.; the Colorado Hazardous Substances Act of 1973, C.R.S. Sec. 25-5-501 et seq.; the Colorado Water Quality Control Act, C.R.S. Sec. 25-8-101 et seq.; the Colorado Underground and Aboveground Storage Tank law, C.R.S. Sec. 8-20.5-101 et seq.; the Colorado Air Quality Control Act, C.R.S. Sec. 25-7-101 et seq.; Colorado's Hazardous Materials Transportation Act, C.R.S. Sec. 43-6-101 et seq.; and all regulations promulgated under or which implement the foregoing laws.

#### ARTICLE XXVI: GOVERNING LAW; SEVERABILITY

This Lease shall be governed by the laws of the State of Colorado. ~~In the event that~~ if any provision or clause of this Lease conflicts with the law, such conflict shall not affect other provisions of this Lease which can be given effect without the conflicting provision, and to this end, the provisions of the Lease are declared severable and enforceable to the extent they implement the intent of the parties as manifest in this Lease Agreement.

#### ARTICLE XXVII: VENUE

Venue for all legal claims regarding this matter shall be the City of Boulder, County of Boulder, Colorado.

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Lessee                      Lessor

## ARTICLE XXVIII: MISCELLANEOUS

- A.) Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of Lessor and Lessee. Whenever herein the singular number is used, the same shall include the plural, and words of any gender shall include the other gender.
- B.) One or more waivers of any covenant, term or condition of this Lease by either party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.
- C.) Lessor and Lessee acknowledge and agree that (i) this Lease has been freely negotiated by both parties, and (ii) in any controversy, dispute or contest over the meaning, interpretation, validity, or enforceability of this Lease or any of its terms or conditions, there shall not be any inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof.
- D.) Whenever a period of time is herein prescribed for action to be taken by Lessor or Lessee, neither Lessor nor Lessee shall be liable or responsible for and there shall be excluded from the computation of any such period of time, any delays due to strike, riots, acts of God, war, or other causes which are beyond the reasonable control of Lessor or Lessee, provided however that none of the foregoing shall excuse Lessee's failure to pay base rent, NNN expenses, or any other amount for any period in excess of ten (10) days.
- E.) Lessee warrants the accuracy of the credit and personal history information supplied to Lessor for review of Lessee's qualification for ~~entering into~~ this Lease.
- F.) Lessor has delivered a copy of this Agreement to Lessee for Lessee's review only, and the delivery hereof does not constitute an offer to Lessee or a reservation of or option for Lessee to lease or otherwise create any interest on the part of Lessee in the Premises. This Agreement shall become binding upon all parties hereto only when fully executed by Lessor and Lessee and by each guarantor of the Lease, if applicable.
- G.) Lessor reserves and shall at any and all times have the right for Lessor, including, Lessor's agents, employees and contractors, to enter the Premises, to inspect the same, supply any service to be provided by Lessor to Lessee hereunder, to perform any obligations of Lessee that Lessee has failed to perform hereunder, to post notice of non-responsibility, and to maintain, alter, improve or repair the Premises and any portion of the Building of which the Premises are a part that Lessor may deem necessary or desirable, without abatement of rent, provided that the business of Lessee shall not be interfered with unreasonably. Lessee hereby waives any claim for damages or for any injury or inconvenience to or interference with Lessee's business, any loss or occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby except for claims based upon gross negligence or intentional acts of Lessor. Any entry to the Premises obtained by Lessor for the purposes above mentioned, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or detainer of, the Premises, or an eviction of Lessee from the Premises or any portion thereof.
- H.) Survival. This Lease, notwithstanding expiration or earlier termination, shall continue in effect as to any provisions requiring observance or performance ~~subsequent to~~after such expiration or termination, including, without limitation, the applicable portions of Articles V, VI, X, XI, and XXV.
- I.) ~~EACH OF THE PARTIES HERETO~~ **HEREBY WAIVES THEIR RIGHTS RESPECTIVE RIGHTS TO TRIAL BY JURY OF ANY SUIT, CLAIM, CAUSE OF ACTION OR OTHER ACTION TO ENFORCE ANY TERM OR CONDITION OF THIS LEASE OR OTHERWISE ARISING OUT OF OR RELATED TO THIS LEASE.**

## ARTICLE XXIX: ENTIRE AGREEMENT

This Lease, the exhibits, schedules, ~~attachements~~attachments, and addenda, if any, constitute the entire agreement

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between the parties and may be amended, modified or supplemented only by subsequent written agreement signed by the parties. This Lease supersedes any previous oral representations, negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto all of which are merged into this Lease and none of which shall be used to interpret or construe this Lease.

#### ARTICLE XXX: ADDITIONAL PROVISIONS

- A.) Lessee acknowledges the condition of the Leased Premises and accepts it in an as-is condition, including all furniture, fixtures and equipment that may be in or serving the Leased Premises.
- B.) The tenant hereby agrees to join The Boulder Chamber of Commerce and Downtown Boulder Inc. as a member.
- C.) Lessee's Work. "Lessee's Work" shall mean the construction work and installation of improvements to be completed by Lessee at Lessee's sole cost, which shall be completed in a good and workmanlike manner utilizing first rate materials, labor, and design, in accordance with all local, state and federal ordinances and regulations, including without limitation the requirements of the Americans with Disabilities Act, as amended.
- a. Lessee shall in accordance with CRS 38-22-105, post no-lien notices during any time in which construction work is occurring by or on behalf of Lessee at the Premises.
  - b. Lessee shall pay for all of Lessee's Work directly to Lessee's designers, contractors, government entities and any other third parties. Lessor is not responsible for any costs of Lessee's Work.
  - c. Lessee shall submit to Lessor a complete set of plans showing the Lessee's Work, and obtain Lessor's approval, prior to the commencement of any of the said improvements.
  - d. Lessee will also pay for all permits and approvals and for all utility tap or hook-up fees necessary for the completion of the Lessee's Work.
  - e. Prior to commencement of any work, Lessee will ensure that all contractors performing any of Lessee's Work will maintain, in full force and effect, commercial liability insurance, worker's compensation insurance, and builder's risk insurance, all in amounts, on forms and with companies reasonably satisfactory to Lessee and Lessor, including naming Lessor as additional insured, which policies shall be primary and non-contributory. Evidence of such coverage will be provided by Lessee to Lessor upon request.
  - f. To the extent permitted by Colorado Constitution, Art. XI, sections 1 and 2, Lessee agrees to indemnify, defend and hold Lessor harmless from ~~any and all~~ claims and liabilities of any kind and description which may arise out of or be connected in any way with such work. Lessee's Work will not disrupt other tenants or third parties. Lessee will not store tools, building materials, construction debris or other items outside of the Premises. Lessee will not install any dumpster, roll-off or other trash receptacle without the Lessor's prior written approval.
- D.) Parking. Lessee's customers shall have non-exclusive access to the parking spaces shown in green on Exhibit B. These spaces are reserved for customer parking only. Lessee's employees shall not park in these spaces. There shall be no storage or any kind associated with the parking spaces. Lessee hereby acknowledges that the parking spaces are shared with adjacent tenants. Furthermore, Lessee's owners, employees, and customers will not be allowed to park in the no parking zones shown in red on Exhibit B. Any vehicles parked in the no parking zone spaces are subject to being towed.
- E.) Landlord Work. Landlord shall remove the existing retail counter and stage area in the Leased Premises.

**Commented [KS1]:** David or Jennifer, is this provision OK with you? If not, we should strike it.

#### ARTICLE XXXI: OPTION TO RENEW

Lessor hereby grants to Lessee the option to renew this Lease for One (1) periods of Three (3) years (the "Renewal Term") at a rate to be negotiated, provided Lessee is not in default or has not been in default of any of the terms and conditions of this Lease. Lessee shall furnish written notice to Lessor as herein provided of its desire to renew this Lease for the Renewal Term at least one hundred eighty (180) days prior to the expiration of this Lease. Lessee's failure to provide Lessor with timely written notice of its intent to exercise its option to renew shall render this Article null and void.

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Lessee                      Lessor

IN WITNESS WHEREOF, the Lessor and Lessee have executed this Lease as of the date first written above

**Lessor:** Stephen D. Tebo dba Tebo Properties

**Lessee:** Boulder Public Library District

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Notice Address:  
c/o Tebo Properties  
P.O. Box T  
Boulder, CO 80306

Notice Address: \_\_\_\_\_  
\_\_\_\_\_

Business Phone: \_\_\_\_\_

Mobile Phone: \_\_\_\_\_

Tax ID Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

ACH Portal Information:

Billing e-mail address: \_\_\_\_\_

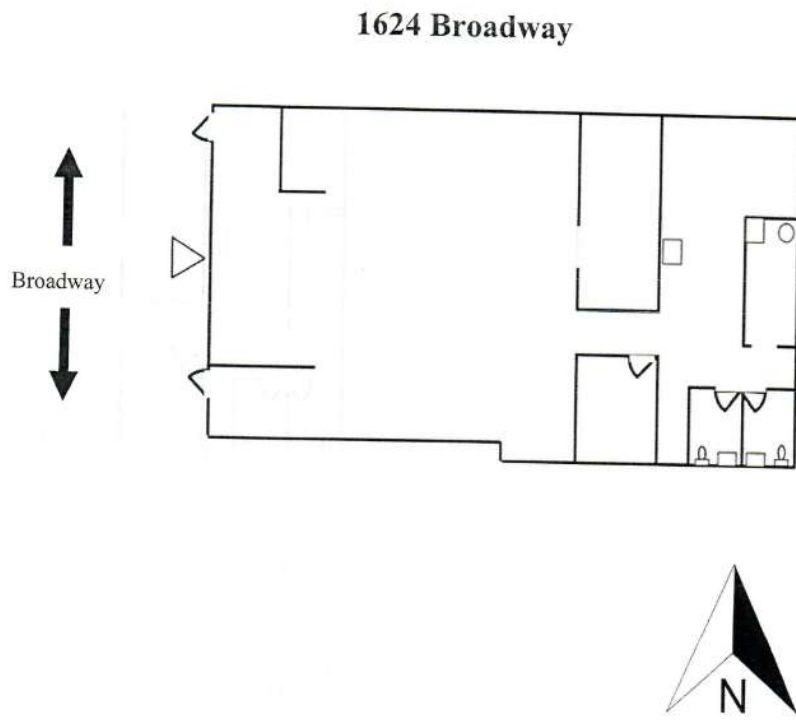
Billing phone number: \_\_\_\_\_

Billing contact name: \_\_\_\_\_

Business name: \_\_\_\_\_

Premises address:  
\_\_\_\_\_



Exhibit A  
Showing the Leased Premises



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Exhibit B  
Parking Area



-  Non-exclusive Lessee customer parking
-  No parking zone

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**SCREENER:**

Thank you for taking the time to participate in this survey. Your feedback is incredibly valuable to us. This survey will take no more than 10 minutes to complete, and all your responses will remain confidential.

To ensure we hear from everyone in our community, we'd like to ask you a series of questions about you and your household.

S1. Please select the age group you belong to

Under 18

18-24

25-34

35-54

55-65

65+

S2. To which gender do you most identify with?

Male

Female

Transgender Female

Transgender Male

Gender variant/Non-conforming

Not listed \_\_\_\_\_

Prefer not to answer

S3. Which of the following categories best describes your race and ethnicity? (Please select all that apply)

Asian

Black or African American

Hawaiian or Pacific Islander

Hispanic or Latino

Middle Eastern or North African

Native American, American Indian or Alaska Native

White

Not listed \_\_\_\_\_

Prefer not to answer

IF S3 = Hispanic or Latino ASK S4

S4. What is the primary language spoken in your home?

1 Only Spanish

2 Mostly Spanish, some English

3 Equal mix of Spanish and English – Bicultural



- 4 Mostly English, some Spanish – Acculturated
- 5 Only English - Acculturated

## SURVEY

Thank you for participating in this survey! Your feedback helps us understand how we can better serve our community.

1. The primary function of a library is to: (Select all that apply)
  - a. Promote literacy and a love of reading
  - b. Provide public space for everyone to use
  - c. Make books and information freely available to everyone
  - d. Provide access to computers and new technologies
  - e. Provide space and opportunities for the community to gather.
  - f. Provide educational enrichment

2. Please rate the following statements.

Strongly Agree, Agree, Neutral, Disagree, Strongly Disagree

Libraries have played an important role in my life and/or the lives of my family and friends

Libraries assist those in my community who need it most; veterans, new immigrant communities, families with young children, and people who are going through life changes

Libraries develop programs for non-English speaking communities and first-generation Americans

Libraries are a place for trusted information

Libraries provide critical technological access for those who need it

Having a library in my neighborhood is important

3. What do you like to read or listen to most often? (Select all that apply)
  - a. Physical books
  - b. Digital eBooks
  - c. Audiobooks
  - d. Articles or short reads (online or in print), but not full books
  - e. I don't read or listen to books.
  
4. How often do you visit the library in person?
  - a. I visit at least once a week
  - b. I visit a few times a month
  - c. I visit a few times a year
  - d. I have not visited in the past year
  - e. I rarely or never visit the library

5. Which library do you visit most often:
- Main Library
  - Carnegie Library for Local History
  - George Reynolds Library [Table Mesa]
  - Meadows Library [Baseline]
  - NoBo Library
  - I do not have a library I visit more than others
  - I rarely or never visit the library

**IF Q5 = g, SKIP TO Q6**

6. Which of the following best describes why you come to the library? Select all that apply.  
I come to...
- Work or study
  - Look for a good book to read
  - Pick up a hold or kit I have reserved
  - Use wireless internet access
  - Use computers, printers or scanners
  - Use the meeting rooms or study rooms
  - Attend a community meeting
  - Go to a program or event
  - Use the makerspace
  - Other – please explain

**IF Q5 = g, then ASK Q7**

7. Why do you rarely visit the library? (Select all that apply)
- No time
  - Prefer online resources
  - Inconvenient location / parking
  - Unaware of relevant programs/services
  - Library offerings don't match my interests
  - Library hours aren't convenient
  - Other, please explain
8. How satisfied are you with your overall experience at the library?  
[Very Satisfied, Satisfied, Somewhat Satisfied, Not Satisfied, Very Dissatisfied.]

**If dissatisfied or very dissatisfied, ASK Q9**

9. What are the reasons you are not satisfied with the library?

**ASK EVERYONE:**

10. Please rate your level of familiarity with these library services  
[Very Familiar, Somewhat Familiar, Not very familiar, Not at all Familiar]

- a. Access to eBooks, audiobooks, movies
- b. Access to free computers, scanners, and printers
- c. Technology and computer classes
- d. Career and job search assistance
- e. Community meeting rooms/study rooms
- f. Free wi-fi
- g. Home Delivery Program (Volunteers deliver and pick up books at patron's home)
- h. Language Learning resources/Citizenship preparation (Conversations in English, Adult Literacy, etc.)
- i. Local history and genealogy resources (At Carnegie Library)
- j. Makerspace and creative workshops (BLDG61 and STUDIO24)
- k. Online databases and research tools (Ancestry, Brainfuse Live Homework Help, NYTimes, Consumer Reports etc.)

11. How do you usually find out about library programs and services? (Select all that apply)

- a. Library website
- b. Social media (e.g., Facebook, Instagram)
- c. Email newsletters
- d. Printed brochures/flyers
- e. Word of mouth
- f. Local news outlets (e.g., newspapers)
- g. Other (please specify)

12. What types of programs or events would you like the library to offer more frequently? (Select all that apply)

- a. Cultural events (author talks, music performances, art exhibits)
- b. Educational workshops (technology, personal finance, DIY skills)
- c. Career and business development (job fairs, resume building)
- d. Family and children's programs (storytimes, family game nights)
- e. Teen-focused events (STEM clubs, creative writing groups)
- f. Health and wellness programs (yoga, mental health workshops)
- g. Other - please specify

**We'd now like to ask you a few questions about the library's online resources**

13. In the past year have you **used any of the online library research tools** like Ancestry, Brainfuse Live Homework Help, NYTimes, or Consumer Reports? [yes/no]

**IF Q13 = NO, ASK Q13a**

- 13a. What are the main barriers to using online research tools? Select all that apply
- I didn't know they were available
  - They are not easy to use
  - I don't know how to access them
  - I prefer physical resources
  - I do not need them
  - Other – Please specify

**ASK EVERYONE**

14. How often do you use the library's digital resources (Website, Libby, Hoopla, Kanopy, etc.)?
- Multiple times a week
  - A few times a month
  - A few times a year
  - A year ago
  - Rarely or never

**IF Q14 = d or e, ASK Q14a**

- 14a. What are the main barriers to using these digital resources? Select all that apply
- I didn't know they were available
  - They are not easy to use
  - I don't know how to access them
  - I prefer physical resources
  - I do not need them
  - Other – Please specify

**IF Q14 = a, b, c, ASK Q15**

15. Which of these digital resources have you used? (Select all that apply)
- Libby (eBooks and audiobooks)
  - Hoopla (audiobooks, eBooks, comics, movies, TV, music)
  - Kanopy (movies)
  - Digital newspapers or magazines
  - Digital research tools such as Consumer Reports, Ancestry Library Edition, or Udemy
  - Website
  - Other – Please specify

**IF Q15 = Website, THEN ASK Q16**

16. In what ways do you use the library website? Select all that apply.

- a. Book a Meeting room or study room
- b. Look for an event or program in the Event & Program Calendar
- c. Look up my next read
- d. Look for books with information on a topic
- e. Access electronic/online tools or resources like; newspapers, e-Books, e-Audio, consumer reports, Stocks & Bond lookup, etc.
- f. Other – Please specify

17. Would you be interested in participating in a panel to share your thoughts and ideas about how the library can better serve the community?

- Yes, I'm interested
- No, I'm not interested

**IF YES – TAG THEM****GENERAL DEMOGRAPHICS:**

You are almost done, just a few more questions

Which option best describes your household's annual income?

- Under \$50,000
- \$50,001 to \$80,000
- \$80,001 to \$125,000
- \$125,001 to \$200,000
- More than \$200,000
- Prefer not to answer

What is your educational level?

- Attended High School
- High school graduate or equivalent
- Trade or vocational certification
- College degree
- Postgraduate degree
- Prefer not to answer

Do you live in...

- City of Boulder

Unincorporated area of Boulder County  
Outside of Boulder

Approximately how many years have you lived in the Boulder area?

Less than a year

1-5 years

6-10 years

11-20 years

More than 20 years

Are you a parent of minors [yes/no]

Does anyone in your household have a long-term disability [yes/no]

Do you own your rent or own your home?

Rent

Own

In the past 5 years have you participated in working on any broad community issue? [yes/no]

**THANK YOU**

Thank you for your participation. Your feedback and views are valuable to us and will inform decision makers how to best proceed to meet the needs of the Boulder Public Library community.

If you have any questions or feedback on this survey, please contact [\_\_\_\_\_]