



**TOWN OF MILLIKEN  
TOWN BOARD OF TRUSTEES  
AGENDA MEMORANDUM**

<b>To:</b> Mayor Tokunaga and Town Board of Trustees	<b>Meeting Date:</b>
<b>From:</b> Kent Brown, Town Administrator	Wednesday, April 8, 2015

Agenda Item #	Action:	Discussion:	Information:
	<b>X</b>		
<b>Agenda Title:</b> Lease Agreement for Use of One Office at Northstar Bank Building			
<b>Attachments:</b> Lease Agreement			

**PURPOSE**

To approve a lease agreement for the use of one (1) office on the first floor of the Northstar Bank Building in Milliken Colorado to be used by the Economic Development Specialist under contract with the Town of Milliken.

**BACKGROUND**

In order to provide office and meeting space for Walt Elish, the Town's Economic Development Specialist, the Town approached Northstar Bank about the possibility of providing an office and access to their conference room facilities. Although there was a space that could be shared at Town Hall, there are significant benefits to having an office at the bank building. In addition to expanding our relationship with the bank, the public accessibility, connections with business owners, a location outside of Town Hall to provide confidentiality, and small-group meeting room availability, were all seen as beneficial and worth pursuing an agreement with the bank. After discussions with bank officials, the proposed lease agreement was provided. There is no rent; although the Town will be responsible for the phone and computer lines and connections. There can be no cross-connection to the bank's assets or facilities electronically. In addition, insurance will need to be provided.

**BUDGET IMPLICATIONS**

The cost of providing telephone and internet access at the bank will be \$125 per month through CenturyLink.

**RECOMMENDATION**

Staff recommends the Board of Trustees approve the Lease Agreement with Northstar Bank of Colorado.

## **SUGGESTED MOTION**

"I move to approve the Lease Agreement with Northstar Bank for the lease of one office and authorize the Town Administrator to sign on behalf of the Town."

## LEASE AGREEMENT

This Lease Agreement (hereinafter the "Agreement") is entered into this \_\_\_\_ day of April, 2015 by and between Northstar Bank of Colorado, hereinafter referred to as the "Bank" and the Town of Milliken, Colorado hereinafter referred to as "Tenant." The Bank and Tenant are individually referred to herein as a "Party" and collectively as the "Parties."

### **Recitals**

WHEREAS, the Bank owns the building and real property located at 1300 Broad Street in Milliken, Colorado hereinafter referred to as the "Property"; and

WHEREAS, Tenant desires to rent certain office space within the Property upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

### **Agreement**

1. Tenant may lease one (1) office, designated by the Bank (the "Office") on the first floor of the Property upon the mutual execution of this Agreement.
2. Tenant's use of the Office shall be during the Bank's business hours and as such, Tenant shall not have a key for separate access to the Property. Tenant shall be entitled to lock the Office during the Bank's business hours.
3. Tenant shall be responsible for its own phone and computer lines into the Office. Tenant shall not interfere with the Bank's computer network.
4. The Parties agree that the Bank shall not be liable to Tenant or Tenant's employees, agents, guests, invitees or visitors, for any injury to person or damage to property on or about the Property, regardless of the origin of such injury or damage and Tenant agrees to indemnify the Bank and hold it harmless from any loss, expense, or claims arising out of any such damage or injury.
5. Tenant shall, at its sole cost and expense, provide and keep in force, public liability and property damage insurance covering any potential liability on the Property. The liability limits of all said insurance shall be a minimum of \$1,000,000.00 single limit protecting the Bank and Tenant against liability to any person whomsoever arising out of or in connection with Tenant's use of the Office. Tenant is to furnish the Bank with a certificate of liability insurance prior to occupying the Office.

6. Tenant acknowledges that it may unintentionally encounter confidential, sensitive information regarding the Bank's customers. In such event, Tenant shall keep such information or data strictly confidential. If Tenant is in possession of documents containing any Bank customer or account information, Tenant agrees that under no circumstances may such documentation be copied or recorded in any fashion whatsoever and Tenant shall immediately return said documentation to a Bank employee. Tenant indemnifies and holds the Bank harmless from any and all damages incurred as a result of Tenant's breach of the foregoing provision.
7. The Bank may terminate this Agreement and Tenant's right to possession of the Office at any time and for any reason whatsoever. The Bank agrees to provide thirty (30) days' notice to Tenant in the event of termination.
8. Tenant may not assign or sublease the Office without the Bank's prior written consent, which may be withheld in the Bank's sole and absolute discretion.
9. This Agreement shall be governed by, and its terms construed under, the laws of the State of Colorado.

Executed as of the date first written above.

**Northstar Bank of Colorado**

**The Town of Milliken**

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

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