AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Second Addendum to Lease Agreement for the Ohio City Town Hall; 1/1/14

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Board of County Commissioner's and QCIA

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:
The attached Second Addendum to Lease Agreement for the Ohio City Town Hall reallocates the financial responsibility for electric costs from Gunnison County to the Quartz Creek Improvement Association, Lessee.

Fiscal Impact: 0

Submitted by: County Attorney's Office **Submitter's Email Address:** rmagruder@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:

Reviewed by: GUNCOUNTY1\ATREZISE Discharge Date: 12/13/2013 Certificate of Insurance Required Yes ○ No ◉

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\MBIRNIE Discharge Date: 12/13/2013

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted:

Agenda Date: 12/17/2013 Follow Up Agenda Date:

Revised April 2013

SECOND ADDENDUM TO LEASE AGREEMENT
FOR THE OHIO CITY TOWN HALL

THIS SECOND ADDENDUM TO LEASE AGREEMENT FOR THE OHIO CITY TOWN HALL (hereinafter "Second Addendum") is made and entered into this 17th day of December, 2013, by and between the Board of County Commissioners of the County of Gunnison, Colorado, a political subdivision of the State of Colorado whose address is 200 E. Virginia, Gunnison, Colorado 81230 (hereinafter "Lessor") and the Quartz Creek Improvement Association, a Colorado nonprofit corporation whose address is 115 Miners Avenue, Ohio City, Colorado 81237 (hereinafter "Lessee").

1. Modification of Lease Agreement and Addendum thereto. This Second Addendum modifies the Lease Agreement entered into on October 10, 2010 by and between Lessor and Lessee identified as Gunnison County Legal Instrument No: 2010-239 (hereinafter "Lease Agreement") and the Addendum to the Lease Agreement for the Ohio City Town Hall entered into on April 17, 2012 by and between Lessor and Lessee identified as Gunnison County Legal Instrument No: 2012-9 (hereinafter "Addendum").

2. Purpose. The purpose of this Second Addendum is to clarify and allocate responsibility for utility costs.

3. Utilities. Paragraph 7 of the Lease Agreement currently states:

> "Lessor shall pay for any electric, gas, water and sewer utilities costs incurred for use of the Town Hall."

The only utility provided for the Ohio City Town Hall is electrical service.

Lessor and Lessee hereby agree to modify paragraph 7 of the Lease Agreement to reflect that Lessee shall be financially responsible for electrical costs incurred for use of the Ohio City Town Hall.

4. Effective Date. Lessee's financial responsible for electrical costs incurred shall become effective on January 1, 2014 and throughout the remaining term of the Lease Agreement.

5. Reaffirmation and Ratification. Except as modified herein, the terms and conditions of the Lease Agreement and Addendum thereto are hereby reaffirmed and ratified.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first set forth above.

LESSOR:

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By _____
Paula Swenson, Chairperson

ATTEST:

_____
Deputy County Clerk

LESSEE:

QUARTZ CREEK IMPROVEMENT
ASSOCIATION, a Colorado non-profit
corporation

By _____
Annette Nicholl, Chairperson

ATTEST:

_____
Secretary