

BY AUTHORITY

ORDINANCE NO. **4333**

COUNCILLOR'S BILL NO. **3**

SERIES OF 2026

INTRODUCED BY COUNCILLORS

**Nurmela, Johnson**

A BILL

FOR AN ORDINANCE APPROVING AND RATIFYING A LEASE AGREEMENT WITH FYZICAL THERAPY & BALANCE CENTERS TO OPERATE THE PHYSICAL THERAPY PROGRAM AT THE CITY PARK FITNESS CENTER

Whereas, the City owns the City Park Fitness Center, located at 10475 Sheridan Boulevard; and

Whereas, it is in the City's interest to maximize the income generated from such operation by collecting rental income from the office space located in the City Park Fitness Center.

THE CITY OF WESTMINSTER ORDAINS:

Section 1. Pursuant to City Charter Section 13.4, the Lease Agreement attached hereto as Exhibit A is hereby approved and ratified.

Section 2. This ordinance shall take effect upon its passage after second reading. The title and purpose of this ordinance shall be published prior to its consideration on second reading. The full text of this ordinance shall be published within ten (10) days after its enactment after second reading.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 12th day of January, 2026.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 26th day of January, 2026.

ATTEST:

  
\_\_\_\_\_  
City Clerk

*J. Claire Carmelia*  
\_\_\_\_\_  
Mayor

APPROVED AS TO LEGAL FORM:

*David Frankel*  
\_\_\_\_\_  
City Attorney's Office

LEASE AGREEMENT  
FOR  
CITY PARK FITNESS CENTER

THIS LEASE AGREEMENT FOR CITY PARK FITNESS CENTER (the "Lease") is made this 1st day of February, 2026, between the CITY OF WESTMINSTER, a Colorado home rule municipal corporation ("Lessor"), and FIT PHYSICAL THERAPY PROFESSIONAL, LLC., a Colorado limited liability company d/b/a FYZICAL Therapy & Balance Centers - West Denver, whose address is 6612 South Ward Street, Littleton, CO 80127 ("Lessee").

WITNESSETH that, in consideration of the payment of the Rent (defined below) and the keeping and performance of the covenants and agreements by the Lessee hereinafter set forth, Lessor hereby leases unto Lessee the following described premises (the "Premises"), situated in the City of Westminster, County of Jefferson, State of Colorado, to wit:

the real property located at City Park Fitness Center, 10475 N. Sheridan Blvd., Westminster, Colorado, as more specifically shown in Appendix A.

To have and to hold the same from 12:00 noon on February 1, 2026, until 12:00 noon on January 31, 2027 (the "Term"), for a monthly rental of eighteen hundred dollars (\$1,800.00) (the "Rent") payable on or before the first day of the Term and on or before the 1st of each month thereafter, without notice or demand, at the administration building of the Lessor at 4800 West 92nd Avenue, Westminster, Colorado 80031.

TERMS AND CONDITIONS OF LEASE

A. Upon completion of the Term, this Lease will continue on a month-to-month basis upon the payment of the Rent; provided, however, that either party may terminate this Lease for its convenience or for any reason upon written notice to the other at least thirty (30) days prior to the proposed date of termination.

B. The Premises may be used as a physical therapy office only, consistent with the land uses specified in the Westminster Municipal Code. Lessor may terminate this Lease immediately if Lessee should ever use the Premises for any other use.

C. Lessee covenants and agrees as follows:

1. Rent. To pay the Rent as provided herein:

\$1,800.00 per month for the period of 02/01/2026 through 01/31/2027  
\$1,855.00 per month for the period of 02/01/2027 through 01/31/2028  
\$1,910.00 per month for the period of 02/01/2028 through 01/31/2029

2. Lawful Use. To use the Premises for no purpose prohibited by federal, state or local laws, rules or regulations;

3. Entry by Lessor. To allow Lessor at any reasonable hour of the day to enter into and inspect the Premises;

4. Overloading; Occupancy. To prohibit the Premises, or the walls or floors thereof, to be endangered by overloading, or the Premises to be used for any purpose which would render the insurance thereon void or the insurance risk more hazardous; and to take all such action as may be necessary to prevent the Premises from ever being occupied in excess of City and state occupancy limits;

5. Alterations; Modifications. To not make any alterations to, or modifications in or upon, the Premises, including the installation or removal of attached fixtures, without first obtaining the Lessor's written consent and only pursuant to plans approved by Lessor. All such alterations or modifications shall be done at the Lessee's sole expense and in conformance with all applicable federal, state and local laws, rules and regulations. Further, unless the parties otherwise agree in writing, Lessee shall restore the Premises to its original condition as entered upon written request by Lessor;

6. Duty of Care. To exercise reasonable care in the supervision of all persons under Lessee's supervision or care at all times when such persons are in or upon the Premises;

7. Damage by Lessee. To reimburse Lessor for any expense incurred by it in repairing any damage to the Premises caused by Lessee or its employees, agents or guests;

8. Indemnity. To indemnify and hold harmless Lessor from and against any claim for personal injury or property damage resulting from any act or omission of Lessee or its employees, agents or guests;

9. Insurance. To maintain during the Term the following insurance which shall be primary and non-contributory to any insurance maintained by Lessor, and procured from an insurance company or companies authorized to do business in Colorado:

Commercial General Liability  
Each Occurrence: \$1,000,000  
General Aggregate: \$2,000,000

The policy shall specifically name Lessor as an additional insured and shall list Lessor as a certificate holder. Lessee shall, prior to use of the beginning of the Term, provide Lessor with a certificate of insurance evidencing such insurance coverage. Lessee shall obtain renewal policies no later than fifteen (15) days prior their expiration. If possible, such policy and certificate of insurance shall state that the issuing company shall mail thirty (30) days' prior written notice to the certificate holder should the policy be cancelled or materially changed prior to such expiration date. Lessor shall have the right to increase the amount of insurance coverage required to be provided by Lessee hereunder from time to time during the Term to be consistent with then existing commercial practices and requirements of Lessor.

10. Subletting. To not sublet any part of the Premises, nor assign this Lease or any interest therein without Lessor's specific written consent;

11. Nuisance. To prohibit any disorderly conduct or nuisance whatsoever about the Premises, the building in which they are located, or on the building grounds, having a tendency to annoy, disturb or interfere with other occupants of the building; and

12. Surrender in good condition. At the expiration or termination of this Lease, to surrender and deliver up the Premises in as good order and condition as when the same were entered upon, loss by fire, inevitable accident and ordinary wear excepted.

D. Lessor and Lessee further covenant and agree that:

1. Lessee Maintenance. Lessee shall be responsible for the routine care and maintenance of the exterior and interior of the Premises including normal and reasonable cleaning, and the replacement of all consumable or expendable items such as light bulbs, cleaning and bathroom supplies, and all items brought into the Premises by the Lessee.

2. Maintenance by Lessor. Lessee accepts the Premises "as is" and acknowledges that Lessor shall have no obligation for maintenance or repair of the Premises.

3. Emergency repairs. Notwithstanding any provision in this Lease to the contrary, the Lessee agrees to perform all repairs of an emergency nature necessary to protect the Premises from undue and avoidable injury or damage.

4. Electricity, heat, air conditioning, natural gas and water. The Lessor shall provide a continuous supply of water to the Premises, except for so long as the discontinuance thereof may be reasonably necessary to repair such facilities. No other utilities will be provided.

5. Telephone charges. The Lessee will be responsible for payment for all telephone installation and service charges.

6. Keys. The Lessor will provide Lessee with a reasonable number of keys for interior and exterior doors.

7. Lessee's property. The Lessor shall have no responsibility or liability for any loss or damage to any personal property of the Lessee or any fixtures installed by the Lessee.

8. Flammable, hazardous materials. The Lessee shall not store flammable, toxic, dangerous, hazardous or obnoxious materials anywhere in the Premises.

9. Live animals. The Lessee shall neither bring nor permit the bringing of any live animals into the Premises, except pets to the extent permitted by the Westminster

Municipal Code.

10. Untenantable conditions. If the Premises become so damaged by fire, flood, act of God or any other casualty not caused by the Lessee so as to render the Premises untenantable, the Lessee may terminate this Lease without further obligation, unless the damage is repaired by the Lessor within thirty (30) days, in which case the Lease will continue under the existing terms and conditions.

11. Vacancy of premises. If the Premises are left vacant the Lessor may, at its option, either retake possession of the Premises, terminating the Lease and the Lessor's and Lessee's obligations thereunder, or it may re-rent the Premises.

12. Insolvency of Lessee. If the Lessee becomes insolvent, or is declared bankrupt, the Lessor may terminate this Lease immediately, and all rights of the Lessee hereunder shall thereupon terminate.

13. Peaceable surrender. At the expiration of the term of this Lease, whether by passage of time or by act of the Lessor as provided in this Lease, the Lessee shall surrender and deliver up the Premises peaceably to the Lessor, and if the Lessee shall remain in possession after termination of this Lease, the Lessee shall be deemed guilty of a forcible detainer of the Premises under the statute, and shall be subject to eviction and removal in accordance with state law.

14. Default. If default shall be made in any of the covenants or agreements contained in this Lease to be kept by the Lessee, it shall be lawful, upon 30 days written notice, for the Lessor to declare the term ended and to repossess the Premises in accordance with state law.

15. No waiver. No assent, express or implied, to any breach of any one or more of the covenants or agreements contained in this Lease shall be deemed or taken to be a waiver of any succeeding or other breach.

16. Designated representatives. The following persons are hereby designated by the parties as the persons responsible for the implementation of this

Lease. Should notices need to be sent or problems arise concerning this Lease, the parties agree to contact:

For the Lessee:

Fit Physical Therapy Professional, LLC., d/b/a FYZICAL Therapy and Balance  
Centers -West Denver  
6612 South Ward St.  
Littleton, CO 80127

Attn: Christian Jones

For the Lessor:

Jody Andrews, City Manager  
City of Westminster  
4800 West 92nd Avenue  
Westminster, CO 80031

**INSURANCE CERTIFICATES REQUIRED BY THIS LEASE SHALL BE SENT TO  
PARKS AND RECREATION DEPARTMENT, ATTENTION: KIRA KLOSER**

IN WITNESS WHEREOF the parties have executed this Lease the day and year first  
above written.

Attest:

**LESSOR: CITY OF WESTMINSTER**

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Mayor

Approved as to legal form:

\_\_\_\_\_  
City Attorney's Office

Attest:

**LESSEE: FIT PHYSICAL THERAPY  
PROFESSIONAL, LLC., d/b/a FYZICAL Therapy & Balance  
Centers - West Denver**

By: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
President

### APPENDIX A

City Park Fitness Center, 10475 Sheridan Blvd, Westminster, CO 80020, first floor map.

FYZICAL Therapy & Balance lease area highlighted in yellow.

