

**RESOLUTION NO. 24-30**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
CASTLE PINES, COLORADO, APPROVING A SECOND AMENDMENT  
TO LEASE AGREEMENT BY AND BETWEEN DOUGLAS COUNTY  
LIBRARIES AND THE CITY OF CASTLE PINES**

WHEREAS, the City of Castle Pines, Colorado (“City”) and Douglas County Libraries (the “Library”) previously entered into a Lease Agreement on June 30, 2016 (“Lease Agreement”) for use of the Castle Pines Library as city office space, the Event Hall for city public meetings and hearings, the conference room for city council executive sessions, and storage spaces for storing equipment related to city public meetings and hearings; and

WHEREAS, when the City moved its city offices to a different location, the City and the Library amended the terms of the Lease Agreement through that certain First Amendment to Lease Agreement by and between Douglas County Libraries and the City dated April 1, 2023 (“First Amendment”) to allow the City to continue to use the Event Hall, the conference room, and the storage spaces; and

WHEREAS, by and through a Second Amendment to the Lease Agreement (attached hereto and incorporated herein as **Exhibit 1**), the City and the Library desire to further extend the term of the First Amendment and to clarify the dates for designating the City’s use of the leased spaces.

**THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO, THAT:**

**Section 1.** The City Council hereby: (a) approves the Second Amendment to the Lease Agreement by and between Douglas County Libraries and the City of Castle Pines, Colorado in substantially the same form as attached hereto and incorporated herein as **Exhibit 1**; (b) authorizes the City Attorney, in consultation with the City Manager, to make such changes as may be necessary to correct any non-material errors that do not increase the obligations of the City; and (c) authorizes the Mayor to execute the Agreement.

**Section 2.** If any section, paragraph, clause, or provision of this Resolution is held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining sections, paragraphs, clauses, or provisions of this Resolution.

**Section 3.** This Resolution shall take effect upon its approval by the City Council.

*[Remainder of this page intentionally left blank.]*

**INTRODUCED, READ, AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES BY A VOTE OF 7 IN FAVOR 0 AGAINST, AND 0 ABSENT THIS 9th DAY OF APRIL 2024.**



**ATTEST:**

*Tobi Duffey*

\_\_\_\_\_  
Tobi Duffey, MMC, City Clerk

*Tracy Engerman*  
\_\_\_\_\_  
Tracy Engerman (Apr 18, 2024 13:13 MDT)

Tracy Engerman, Mayor

**APPROVED AS TO FORM:**

*Linda C. Michow*

\_\_\_\_\_  
Linda C. Michow, City Attorney

**EXHIBIT 1**  
**SECOND AMENDMENT TO LEASE AGREEMENT BY AND BETWEEN DOUGLAS**  
**COUNTY LIBRARIES AND THE CITY OF CASTLE PINES, COLORADO**

**SECOND AMENDMENT TO LEASE AGREEMENT  
BY AND BETWEEN  
DOUGLAS COUNTY LIBRARIES  
AND  
THE CITY OF CASTLE PINES, COLORADO**

This Second Amendment to Lease Agreement (the "**Second Amendment**") is made and entered into as of the 1<sup>st</sup> day of April, 2024 (the "**Effective Date**"), by and between Douglas County Libraries, a library district formed in Douglas County pursuant to the provisions of C.R.S. §§ 24-90-101 through 119 (the "**Landlord**"), and the City of Castle Pines, Colorado, a Colorado municipal corporation (the "**Tenant**," and together with Landlord, the "**Parties**," or either of the Parties individually, the "**Party**").

**RECITALS**

A. **WHEREAS**, The Parties have previously entered into that certain Lease Agreement dated June 30, 2016, (the "**Lease Agreement**") pursuant to which the Landlord agreed to make space within the Castle Pines Library available for lease to Tenant as described therein; and

B. **WHEREAS**, the Parties entered into that certain First Amendment to Lease Agreement dated April 1, 2023, to modify and extend the terms of use of the Castle Pines Library for shared and designated public purposes; and

C. **WHEREAS**, the Parties desire to further extend the Initial Term of such First Amendment with this Second Amendment, with a purpose to extend the Lease Agreement (as amended by the First Amendment) and to clarify the dates for designating Tenant use related thereto.

**THEREFORE**, in consideration of the mutual promises herein, contained and other good and valuable consideration, the Lease Agreement is modified as follows:

**TERMS AND CONDITIONS**

1. **Defined Terms**. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Lease Agreement.

2. **Amendment to Paragraph 1**. Paragraph 1 of the First Amendment to Lease Agreement is amended as follows:

**"1. Leased Premises**

- A. Paragraph 1.A. and its associated Exhibit is expired and deleted in its entirety.
- B. Paragraph 1.B(i), related to Shared Use spaces defined in Exhibit C is updated as follows:

(i) (Related to notice requirements for Shared use spaces as described in Exhibit C, "Event Hall"):

Shared use with the Landlord of a meeting/hearing room suitable for public and municipal meetings and functions within the Building described in Exhibit C (the "Event Hall"), provided that the Tenant shall be entitled to exclusive use of the Event Hall for the following City of Castle Pines meetings and purposes:

- (a) City Council meetings scheduled for the 1<sup>st</sup>, 2<sup>nd</sup> and 4<sup>th</sup> Tuesday of each month from 4:00 p.m. to when the meeting concludes.
- (b) Planning Commission meetings scheduled for the 4<sup>th</sup> Thursday of each month from 4:00 p.m. to when the meeting concludes.
- (c) Parks and Recreation Advisory Board meetings scheduled for the 3<sup>rd</sup> Thursday of each month from 4:00 p.m. to when the meeting concludes.
- (d) Municipal Court meetings scheduled for the 1<sup>st</sup> Friday of each month from 6:30 am to 10:30 am.

"The Landlord's Community Engagement Department (the "**Community Engagement Department**") shall be notified annually of the Tenant's next year's meeting schedule on or before March 31 of the prior year, which meeting schedule will be subject to final approval by the City Council in January. Landlord and the Community Engagement Department shall be notified of any and all proposed changes to scheduled meetings at least ten (10) business days in advance of the changed meeting via electronic mail at the address provided in Paragraph 18. Use of the Event Hall at other times should be scheduled in advance with the Community Engagement Department. Landlord does not make any representation or guarantee of availability for the Event Hall for Tenant meetings other than those specifically described in Paragraph 1(B)(i);"

(ii) Shared use with the Landlord of study and conference rooms available to the public, provided that the Tenant shall be entitled to the exclusive use of a conference room for the following City of Castle Pines meetings and purposes:

- (a) City Council executive session meetings scheduled on the 2<sup>nd</sup> and 4<sup>th</sup> Tuesday of each month from 4:00 p.m. to close.

The Landlord's Community Engagement Department shall be notified annually of the Tenant's next year's meeting schedule on or before March 31 of the prior year, which meeting schedule will be subject to final

approval by the City Council in January. Landlord and the Community Engagement Department shall be notified of any and all proposed changes to scheduled meetings at least five (5) business days in advance of the changed meeting via electronic mail at the address provided in Paragraph 18. Use of the study and conference rooms at other times shall be scheduled in advance through the Landlord's customary meeting room scheduling process with the Community Engagement Department. This process provides for advance scheduling of specific study and conference rooms up to one year in advance.

(iii) Shared use with the Landlord of one storage area adjacent to the Event Hall for the sole purpose of storing one dais, Council and staff tables and chairs used for City Council meetings. The Tenant shall not store anything other than the dais, public podium, flags, AV rack, council and staff tables and chairs in the storage area and the Tenant agrees to work with the Landlord to organize the dais and chairs so as to maximize space available within the storage area for the Landlord's storage needs.

(iv) Shared use with the Landlord of one storage area under the stairs within the City Space for the sole purpose of storing microphones used for City Council meetings. The Tenant shall not store anything other than the microphones in the storage area and the Tenant agrees to work with the Landlord to organize the microphones so as to maximize space available within the storage area for the Landlord's storage needs.

The City Space and the Shared Spaces shall be referenced collectively herein as (the "Leased Premises")."

3. **Amendment to Paragraph 2, Term.** Paragraph 2 of the Lease Agreement, as amended, is further amended as follows:

- A. Paragraph 2.A., related to the "City Space", is expired and deleted in its entirety.
- B. Paragraph 2.C. is amended in its entirety as follows:

"As to the Shared Use spaces of the Leased Facilities, the Initial Term is renewed for an additional one-year term pursuant to this Second Amendment (the "Renewal Term"). No sooner than ninety (90) days or later than thirty (30) days prior to the expiration of the Renewal Term, the Parties shall meet to determine whether to renew the Lease Agreement, as amended, beyond this Renewal Term. The rent for any subsequent Renewal Term shall be calculated as set forth in the First Amendment to Lease Agreement. All of the other covenants, conditions and provisions provided in the Lease Agreement, with its amendments, shall remain in full force and effect unless modified in writing by the Parties."

3. **Amendment to Paragraph 3.** Paragraph 3 of the Lease Agreement, as amended, is further amended as follows:

**3. Rent.**

A. **City Space Term Rent.** The City Space Rent Term is expired and deleted in its entirety.

B. **Shared Space Renewal Term Rent.** The Tenant shall pay to the Landlord on the Effective Date, rent in the amount of twelve dollars (\$12.00) (the "**Shared Space Renewal Term Rent.**") The Shared Space Renewal

Term Rent shall be remitted to: Director of Finance, Douglas County Libraries at the Philip S. Miller Library located at 100 S. Wilcox, Castle Rock, CO 80104.

4. **Prior Provisions Effective.** Except as specifically provided herein and amended hereby, all of the terms and provisions of the Lease Agreement, and the First Amendment to Lease Agreement, shall remain in full force and effect.

5. **Further Amendment.** The Lease Agreement, as amended by the First and Second Amendment, may be further amended or extended, in whole or in part, by a written instrument executed by each Party.

6. **Counterpart Execution.** This Second Amendment may be executed in counterparts, each of which shall constitute an original and all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment to Lease Agreement as of the Effective Date.

**DOUGLAS COUNTY LIBRARIES**

By:   
Title: TR Nolan, Board President

Attest:

By:   
Title: Suzanne Burkholder, Board Secretary

**THE CITY OF CASTLE PINES**

By: \_\_\_\_\_  
Title: City Manager

Attest:

By: \_\_\_\_\_  
Title: City Attorney