

RESOLUTION NO. 25-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO APPROVING A THIRD AMENDMENT TO LEASE AGREEMENT BY AND BETWEEN THE CITY OF CASTLE PINES AND DOUGLAS COUNTY LIBRARIES FOR USE OF THE CASTLE PINES LIBRARY

WHEREAS, Article I, Section 1.3 of the City of Castle Pines (“City”) Home Rule Charter authorizes the City to purchase, lease, sell, and dispose of real and personal property; and

WHEREAS, the City and Douglas County Libraries previously entered into that certain Lease Agreement dated June 30, 2016, as amended by that certain First Amendment to Lease Agreement dated April 1, 2023 and that certain Second Amendment to Lease Agreement dated April 1, 2024 (together, the “Lease Agreement”) pursuant to which Douglas County Libraries agrees to make space within the Castle Pines Library available for lease to the City; and

WHEREAS, the City and Douglas County Libraries desire to enter into a Third Amendment to the Lease Agreement (the “Third Amendment”) to extend the term of the Lease Agreement and to modify terms regarding the City’s access to the Castle Pines Library; and

WHEREAS, the City Council desires to approve the Third Amendment in substantially the same form attached hereto as **Exhibit 1**.

NOW, 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 Third Amendment in substantially the form 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 City Manager to execute the Third Amendment when in final form.

Section 2. This Resolution shall be effective immediately upon approval of the City Council of the City of Castle Pines.

INTRODUCED, READ, AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES BY A VOTE OF 5 IN FAVOR, 0 AGAINST, AND 2 ABSENT THIS 13th DAY OF MAY, 2025.

Signature page to follow.



By: 
Tracy Engerman, Mayor

ATTEST:

Approved as to Form:

By: 
Tobi Duffey, MMC, City Clerk


By: 
Linda Michow, City Attorney

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

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

This Third Amendment to Lease Agreement (the "**Third Amendment**") is made and entered into as of this 30th day of April, 2025 (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**") as amended by that certain First Amendment to Lease Agreement, dated April 1, 2023, (the "**First Amendment**") and that certain Second Amendment to Lease Agreement, dated April 1, 2024, (the "**Second Amendment**", together with the First Amendment, the "**Amendments**") 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 desire to modify and extend the terms of use of the Castle Pines Library for shared and designated public purposes with this Third Amendment.

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 and the Amendments.

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

A. Paragraph 2.C. of the Lease Agreement, as amended, is hereby deleted in its entirety and replaced with the following:

"As to the Shared Spaces of the Leased Facilities, the Initial Term is renewed through December 31, 2026 (the "**Renewal Term**") pursuant to this Third Amendment. All of the other covenants, conditions and provisions provided in the Lease Agreement, as amended, shall remain in full force and effect unless modified in writing by the Parties."

3. **Amendment to Paragraph 5**. Paragraph 5 of the Lease Agreement, as amended, is further amended as follows:

A. Paragraph 5.A. of the Lease Agreement, as amended, is hereby deleted in its entirety and replaced with the following:

"The Tenant's employees may access the public areas of Building via use of badges to be issued by the Landlord and such badges shall provide 24 hour/7 day per week access. The Tenant shall be responsible for opening, closing, locking and otherwise ensuring the security of the Building and all of Landlord's property at all times which are outside the hours of operation of the Building. The Tenant shall notify the Landlord and the Community Engagement Department in writing of any lost or stolen badges so that the Landlord may deactivate and reissue the badges.

The Landlord plans to install a thumb lock on the front door of the Building as soon as feasible as an emergency exit to allow for members of the public to leave if the Tenant's meetings run after hours. If any Tenant meeting runs after hours, the Tenant shall be responsible for locking and otherwise ensuring the security of the front door of the Building after all members of the public have left."

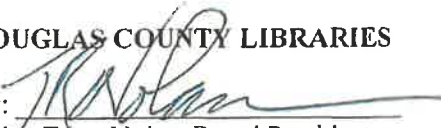
4. **Prior Provisions Effective.** Except as specifically provided herein and amended hereby, all of the terms and provisions of the Lease Agreement and the Amendments, shall remain in full force and effect.

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


6. **Counterpart Execution.** This Third 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 Third Amendment to Lease Agreement as of the Effective Date.

DOUGLAS COUNTY LIBRARIES

By: 
Title: Terry Nolan, Board President

Attest:

By: 
Title: Ted W. Vail, Board Secretary

THE CITY OF CASTLE PINES

By: _____
Title: City Manager

Attest:

By: _____
Title: City Attorney