

RESOLUTION NO. 26-37

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF CASTLE PINES, COLORADO APPROVING A FIRST AMENDMENT
TO LEASE AGREEMENT BETWEEN THE CITY OF CASTLE PINES AND THE
CASTLE PINES NORTH METROPOLITAN DISTRICT FOR LEASE OF THE
COMMUNITY CENTER**

WHEREAS, Section 1.3 of the Castle Pines Home Rule Charter authorizes the City of Castle Pines (the “City”) to enter into leasehold agreements; and

WHEREAS, the City of Castle Pines previously entered into that certain Intergovernmental Agreement for the Lease of Real Property with the Castle Pines North Metropolitan District (the “District”) dated July 9, 2025 (“Lease Agreement”), pursuant to which the City leases the Community Center, located at 7404 Yorkshire Drive, Castle Pines, Colorado, to the District (the “Leased Premises”); and

WHEREAS, the District desires to use the audio-visual (“AV”) equipment located at the Leased Premises in connection with the District’s meetings, including the ability to live stream and record such meetings; and

WHEREAS, the City has agreed to provide additional programming to its AV system to create a dedicated control page for District meetings to facilitate the District’s use of the City’s AV equipment; and

WHEREAS, the City and the District desire to enter into a First Amendment to the Lease Agreement to set forth the terms by which the District will compensate the City for use of the City’s AV system at the Leased Premises (the “First Amendment”); and

WHEREAS, the City Council desires to approve the First Amendment and further desires to authorize the Mayor to execute the same once in final form.

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

Section 1. The recitals contained above are incorporated herein by reference and are adopted as findings and determinations of the City Council.

Section 2. The City Council hereby: (a) approves the First Amendment in substantially the same form as attached hereto as **Exhibit A**, subject to minor modifications approved by the City Manager and City Attorney that do not increase the financial obligations of the City; and (b) authorizes the Mayor to execute the First Amendment once in final form.

Section 3. 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 4. This Resolution shall take effect upon its approval by the City Council.

INTRODUCED, READ AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES BY A VOTE OF 6 IN FAVOR, 0 AGAINST AND 1 ABSENT THIS 14TH DAY OF , JULY 2026.



ATTEST:

Tobi Duffey

Tobi Duffey, MMC, City Clerk

Tracy Engerman

Tracy Engerman (Jul 22, 2026 17:42:49 MDT)

Tracy Engerman, Mayor

Approved as to form:

Linda Michow

Linda Michow (Jul 16, 2026 09:27:36 MDT)

Linda C. Michow, City Attorney

EXHIBIT A
FIRST AMENDMENT TO LEASE AGREEMENT

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR THE LEASE OF REAL PROPERTY

THIS FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR THE LEASE OF REAL PROPERTY (this “First Amendment”) is entered into by and between the **CASTLE PINES NORTH METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and the **CITY OF CASTLE PINES**, a Colorado home rule municipal corporation (the “City”) (individually a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, the City and the District are parties to that certain Intergovernmental Agreement for the Lease of Real Property dated July 9, 2025 (the “Lease Agreement”), pursuant to which the City leases the Leased Premises, as defined in the Lease Agreement, to the District; and

WHEREAS, the District desires to use the audio-visual (“AV”) equipment located at the Leased Premises in connection with the District’s meetings, including the ability to live stream and record such meetings; and

WHEREAS, the City has agreed to provide additional programming to its AV system to create a dedicated control page for District meetings, substantially similar to the interface used for City Council meetings, to facilitate the District’s use of the City’s AV equipment; and

WHEREAS, pursuant to Article XVIII(A) of the Lease Agreement, the Lease Agreement may be amended, modified, or changed only by a written amendment executed by the Parties, and the Parties now desire to amend the Lease Agreement on the terms set forth below.

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

1.0 Recitals. The foregoing recitals are true and correct and are incorporated into the First Amendment by this reference as though set forth in full.

2.0 Amendment to Article IV. Article IV of the Lease Agreement is hereby amended to add a new subsection governing the District’s use of the City’s AV equipment in connection with District meetings held at the Leased Premises, to read as follows:

D. The District may use the City’s audio visual (AV) equipment at the Leased Premises subject to the following terms and conditions:

1. Payment; Dedicated Control Page. In consideration for the District’s access to and use of the City’s AV equipment and the City’s creation of a dedicated AV control page for District meetings as described in Section D.2. below, the District shall pay to the City the one-time lump sum of Two Thousand One Hundred Seventy-Three Dollars and Twenty-Nine Cents (**\$2,173.29**). This payment shall be made to the City within thirty (30) days of the City’s issuance of an invoice for the same to the District.

2. Control Page Functionality. Following receipt of the payment described in Section D.1. above, the City shall provide additional programming to its AV system to create a dedicated control page for District meetings that is substantially similar to the interface used for City Council meetings. The dedicated control page will allow the District to: (1) live stream District meetings to Zoom; (2) record District meetings through the City's AV system; and (3) upload such recordings to the District's website, or other public access platform comparable to the City's AV services, for purposes of public access to recordings of District meetings.
3. Ongoing AV Costs. From and after the date the District is provided access to the dedicated control page described in Section D.2. above, the District shall be solely responsible for any and all costs specifically associated with the District's use of the City's AV equipment in connection with District meetings.
4. Damage to AV Equipment. The District shall be solely responsible for the cost of repair or replacement of any City AV equipment that is damaged during the District's use thereof.

3.0 Ratification. Except as expressly amended by this First Amendment, all terms, conditions, and provisions of the Lease Agreement shall remain unchanged and in full force and effect. In the event of any conflict between the terms of this First Amendment and the Lease Agreement, the terms of this First Amendment shall control.

4.0 Defined Terms. Capitalized terms used but not otherwise defined in this First Amendment shall have the meanings given to such terms in the Lease Agreement.

5.0 Counterparts. This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument. The Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

6.0 No Further Amendments. No other terms or conditions of the Agreement are amended hereby.

7.0 Effective Date. This First Amendment shall be effective as of the date of mutual execution by the Parties

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed the day and year first above written.

DISTRICT:

CASTLE PINES NORTH METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
Jason Blackaert, President

ATTEST:

Secretary

CITY:

CITY OF CASTLE PINES, a Colorado home rule municipal corporation

By: _____
Tracy Engerman, Mayor

ATTEST:

Approved as to Form:

Tobi Duffey, City Clerk

Linda Michow, City Attorney