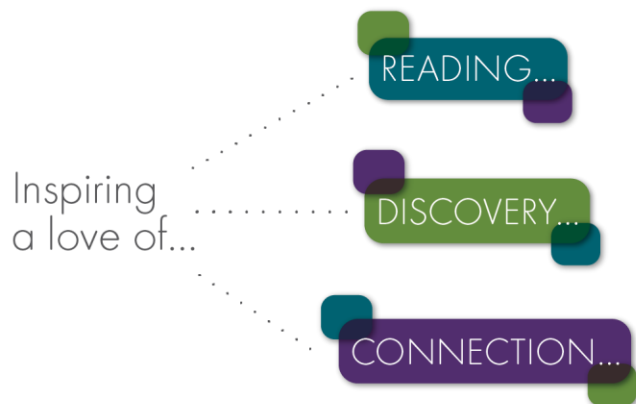




Board of Trustees

October 26, 2022



Douglas County Libraries  
Wednesday, October 26, 2022  
7:00 P.M.  
Highlands Ranch Library, Highlands Ranch, CO

**CALL TO ORDER** Presiding: Dawn Vaughn, President

**NOTICE** *This meeting was noticed in compliance with both Colorado Open Meeting Law and the Douglas County Libraries Bylaws.*

**ATTENDANCE**

**PUBLIC COMMENTS**

**CONSENT AGENDA**

[Page 4](#)

*Board members may request to have any item(s) removed from the consent agenda for further conversation by making that request when asked by the chair and stating the item.*

**MOTION** to approve Consent Minutes

[Page 4](#)

1. Minutes September 28, 2022

[Pages 5-8](#)

2. Executive Committee Record October 5, 2022

[Pages 9-10](#)

**EXECUTIVE LIBRARY DIRECTOR UPDATE**

[Pages 11-17](#)

**DISTRICT BUSINESS**

[Page 18](#)

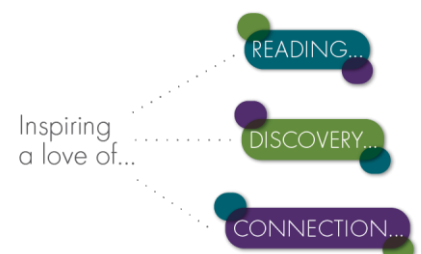
*Do any board members have a conflict of interest to disclose regarding any of the below matters? If so, please recuse yourself, and return to the meeting after discussion has ended.*

**Executive Committee**

- Intergovernmental Agreement with Douglas County Community Foundation - **MOTION** to approve
- Park Street Shop Lease - **MOTION** to approve

[Pages 19-44](#)

[Pages 45-50](#)



- Castle Rock Project Easements - **MOTION** to approve
- Records Retention - **RESOLUTION** to adopt
- 2023 Draft Budget

[Pages 51-70](#)

[Pages 71-72](#)

[Pages 73-81](#)

## Policy Review Committee

### PARTNER REPORTS

- Partnership of Douglas County Governments
- Douglas County Youth Initiative
- Urban Libraries Council
- Foundation
- Exploratory Committee to Memorialize Kendrick Castillo

### EXECUTIVE SESSION

#### Executive Library Director's Goals and Performance Feedback

Pursuant to C.R.S., Section 24-6-402(4)(f), C.R.S., for the purposes of discussing personnel matters related to the Executive Library Director's goals and performance.

### RETURN TO OPEN MEETING

### TRUSTEE COMMENTS

### UPCOMING BOARD MEETINGS

1. Board Executive Committee: November 21, 2022, Castle Pines Library, 8:00 a.m.
2. Informal Board Breakfast: November 30, 2022, TBA, 8:00 a.m.
3. Board Policy Committee: December 7, 2022, Philip S. Miller Library, 4:00 p.m.
4. Board Study Session: December 7, 2022, Philip S. Miller Library, 5:00 p.m. – 6:30 p.m.
5. Board Regular Meeting: December 7, 2022, Philip S. Miller Library, 7:00 p.m.

### OTHER BOARD CALENDAR ITEMS

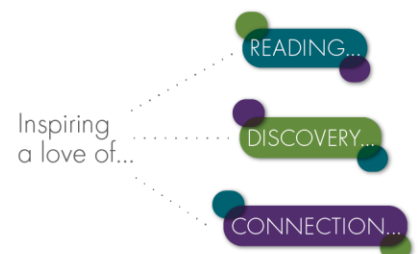
1. Partnership of Douglas County Governments Elected Officials Reception:  
November 10, 2022, The Mill House, Philip S. Miller Parker, Castle Rock, 6:00 p.m.
2. Partnership of Douglas County Governments: December 14, 2022, TBA, 7:00 a.m.

### ADJOURN

**Board Action:** Review the below items for mass approval. Board members can remove any item from the consent agenda prior to its acceptance for further discussion and action during district business.

#	Item	
1.	Minutes	Regular Meeting September 28, 2022 - <i>See minutes</i>
2.	Executive Committee Record	Executive Committee Record October 5, 2022 - <i>See record</i>

**MOTION:** I move to accept the Consent Agenda consisting of the September 28, 2022 minutes, October 5, 2022 Executive Committee record as presented.



DOUGLAS COUNTY LIBRARIES  
Board of Trustees Regular Meeting  
September 28, 2022  
Castle Pines, Colorado

President Vaughn called the regular meeting to order at 7:01 p.m.

This meeting was held and was noticed in compliance with both Colorado Open Meeting Law and the Douglas County Libraries Bylaws.

The following were present:

**TRUSTEES:** Suzanne Burkholder, Dan Danser, Jessica Kallweit, Rick LaPointe, Terry Nolan, Meghann Silverthorn, and Dawn Vaughn

A quorum was present.

**STAFF:** Bob Pasicznyuk, Jill Corrente, Julianne Griffin, and Patti Owen-Delay

**PUBLIC:** Nicole Bolger

**PUBLIC COMMENTS:** Douglas County resident and DCL staff member Nicole Bolger spoke to the board advocating for making Juneteenth a library-closed holiday, citing it as an easy and low-cost value in appreciation of staff.

**CONSENT AGENDA:** Silverthorn asked that 2023 Holiday Closures and 2023 Board Meeting Schedule be removed from the consent agenda.

**MOTION 22-09-01:** Danser moved and the motion carried unanimously to approve the remaining consent agenda consisting of the August 31, 2022, Board Regular Meeting minutes, the Executive Committee Record of September 21, 2022, and the RTD Intergovernmental Agreement. LaPointe seconded the motion.

**EXECUTIVE LIBRARY DIRECTOR'S REPORT**

Pasicznyuk spoke about the status of the Castle Rock new build project. The project is on track and there is about \$1 million remaining in contingencies.

**DISTRICT BUSINESS**

No conflicts of interest were declared.

**Items Removed from the Consent Agenda**

- 2023 Holiday Closures

**MOTION 22-09-02:** Silverthorn moved and the motion carried unanimously to accept the 2023 Holiday Closure Schedule as presented and to request Pasicznyuk bring back the

financial aspect, overall benefit, community impact, and what other municipal and library bodies are offering as to Juneteenth and the number of holiday closures. LaPointe seconded the motion.

- 2023 Board Meeting Schedule

**MOTION 22-09-03:** Nolan moved and the motion carried six in favor, one against to accept the 2023 Board Meeting Schedule, amended to include an informal breakfast as part of the annual retreat, and revisiting the schedule three months into 2023 to determine if the board would like to amend the early board meeting start time. LaPointe seconded the motion.

### Executive Committee

- Employee Benefits Package

**MOTION 22-09-04:** LaPointe moved and the motion carried unanimously to authorize staff to accept and transition DCL's staff benefits offering as presented. Kaiser - Health, Ameritas - Dental and Vision, Mutual of Omaha - Basic Life/AD&D. Burkholder seconded the motion.

- Facilities Master Plan

Pasicznyuk reviewed the premises and philosophy of the updated Facilities Master Plan.

**MOTION 22-09-05:** Silverthorn moved and the motion carried unanimously to accept the updated 2030 Facilities Master Plan as presented. Burkholder seconded the motion.

- Annual Audit Engagement Letter

**MOTION 22-09-06:** Burkholder moved and the motion carried unanimously to approve the proposal from Eide Bailly to audit the annual 2022-2024 financial statements of Douglas County Libraries, and to authorize the Executive Library Director to sign the engagement letters and, at the end of this term, to negotiate a competitive process in seeking bids. Nolan seconded the motion.

- Support Douglas County School District Mill Levy Override and Bond

Nolan shared that the Douglas County School District would like the library board to do a resolution in support of their upcoming mill levy override and bond. The matter died for lack of a motion.

- Draft 2023 Budget

The board previewed the draft 2023 budget in study session.

### Bylaws Review Task Force Update

The Task Force has finished its work, and a final draft was presented and approved by unanimous vote in August. However, since a full board was not present, the matter is back for second reading as required by the Bylaws.

**MOTION 22-09-07:** Kallweit moved and the motion carried unanimously to approve the Board Bylaws as presented with an amendment to maintain the role of treasurer until the term ends,

and to leave Article VI, Meetings, Section 7 Quorum as currently stated. LaPointe seconded the motion.

### **Ad Hoc Policy Review Committee Update**

The committee has been meeting and is on track.

### **PARTNER REPORTS**

#### Partnership of Douglas County Governments (PDCG)

Nolan reported on the September 21 meeting and highlighted information on the new health board.

#### Douglas County Youth Initiative (DCYI)

LaPointe reported that there was no September meeting and the Youth Congress is coming up at the State Capitol. Burkholder and Kallweit will attend the Youth Congress.

#### Urban Libraries Council (ULC)

ULC has not met since the last report. There will be a 50th ULC anniversary celebration in Washington, D.C. The next meeting is in-person in December.

#### Douglas County Libraries Foundation (DCLF)

Vaughn report:

- The Family Fete was a success.
- The next meeting is in October.
- Vaughn has been on the Foundation board for two years as the library representative and is looking to transition off.

**MOTION 22-09-08:** Vaughn moved and the motion carried unanimously to appoint Jessica Kallweit as the Class I Director of the Foundation for 2023. Danser seconded the motion.

#### Exploratory Committee to Memorialize Kendrick Castillo

Silverthorn updated the board, sharing that Highlands Ranch Metro District has approved a memorial in Civic Green Park, and an official re-naming of Lucent Boulevard in Kendrick Castillo's honor is under consideration, with fundraising efforts being discussed to cover the costs.

### **EXECUTIVE SESSION**

Vaughn stated the reasons and statute citations for moving into Executive Session.

Pasicznyuk waived his right for the meeting to be in open session.

**MOTION 22-09-09:** Vaughn moved and the motion carried unanimously that the board retire into Executive Session, pursuant to C.R.S., Section 24-6-402(4)(f), C.R.S., for the purposes of discussing personnel matters related to the Executive Library Director's goals and performance feedback. The motion was seconded by Burkholder.

## RETURN TO OPEN SESSION

The board returned to open meeting at 9:06 p.m.

Vaughn stated: For the record, if any person who participated in the Executive Session believes that any substantial discussion of any matters not included in the motion to go into the Executive Session occurred during the Executive Session, or that any improper action occurred during the Executive Session in violation of Colorado Open Meeting Law, I ask that you state your concerns for the record.

Hearing none, the board proceeded with the meeting.

**MOTION 22-09-10:** Silverthorn moved and the motion carried unanimously authorizing the Executive Committee to share the review information discussed in Executive Session with the Executive Library Director. Danser seconded the motion.

## TRUSTEE COMMENTS

LaPointe recommended Burkholder and Vaughn as continuing trustees to Nolan, the library representative on the Board of County Commissioners library board interview committee.

## UPCOMING BOARD MEETINGS

1. **Board Executive Committee:** October 5, 2022, Remote Call-In, 8:00 a.m.
2. **Board Ad Hoc Policy Committee Meeting:** October 26, 2022, Highlands Ranch Library, 4:00 p.m.-5:00 p.m.
3. **Board Study Session:** October 26, 2022, Highlands Ranch Library, 5:00 p.m.-6:30 p.m.
4. **Board Regular Meeting:** October 26, 2022, Highlands Ranch Library, 7:00 p.m.

## OTHER BOARD CALENDAR ITEMS

1. **Annual Foundation Gala:** October 14, 2022, Highlands Ranch Mansion, 6:00 p.m.
2. **Partnership of Douglas County Governments Elected Officials Reception:** November 10, 2022, The Mill House, 6:00 p.m.

## ADJOURN

Vaughn adjourned the meeting at 9:24 p.m.

Respectfully submitted,

TR Nolan, Board Secretary  
Minutes prepared by Patti Owen-DeLay



<b>TO BE HELD / HELD</b>	<b>Date:</b> Wednesday, October 5, 2022
	<b>Time:</b> 8:03 a.m.
	<b>Location:</b> Remote Call-In Join Zoom Meeting <a href="https://us02web.zoom.us/j/86596146071?pwd=OWVxS0lTd3VPSmpiV25HSy9DTnZWZz09">https://us02web.zoom.us/j/86596146071?pwd=OWVxS0lTd3VPSmpiV25HSy9DTnZWZz09</a> Meeting ID: 865 9614 6071 Passcode: 299019
<b>NOTICE</b>	<i>This meeting was held as scheduled and in accordance with applicable statutes of the State of Colorado, with the following members present:</i>
<b>ATTENDANCE</b>	<b>Committee Members:</b> Board President Dawn Vaughn (Chair), Board Vice-President Suzanne Burkholder, Board Treasurer Rick LaPointe
	<b>Staff:</b> Executive Library Director, Bob Pasicznyuk and Executive & Culture Administrator, Patti Owen-DeLay
	<b>Public:</b> None
	<b>Guests:</b> None

**DISCUSSION ITEMS:**

Monthly Board Meetings - Agenda Review <ul style="list-style-type: none"> <li>• Study Session</li> <li>• Regular Board Meeting</li> </ul>	Pasicznyuk reviewed agenda items for this month's board meetings.  Update study session - add "public wanting books banned"
<b>EXECUTIVE SESSION:</b> Executive Library Director's Review and Goals	Pursuant to C.R.S., Section 24-6-402(4)(f), C.R.S., for the purposes of discussing personnel matters related to the Executive Library Director's annual performance review and goals.  At 8:34 a.m. Vaughn moved per Colorado Open Meeting Law Pursuant to C.R.S., Section 24-6-402(4)(f), C.R.S., for the purposes of discussing personnel matters related to the Executive Library Director's goals and annual performance feedback process. The motion carried unanimously: Burkholder seconded.

READING...

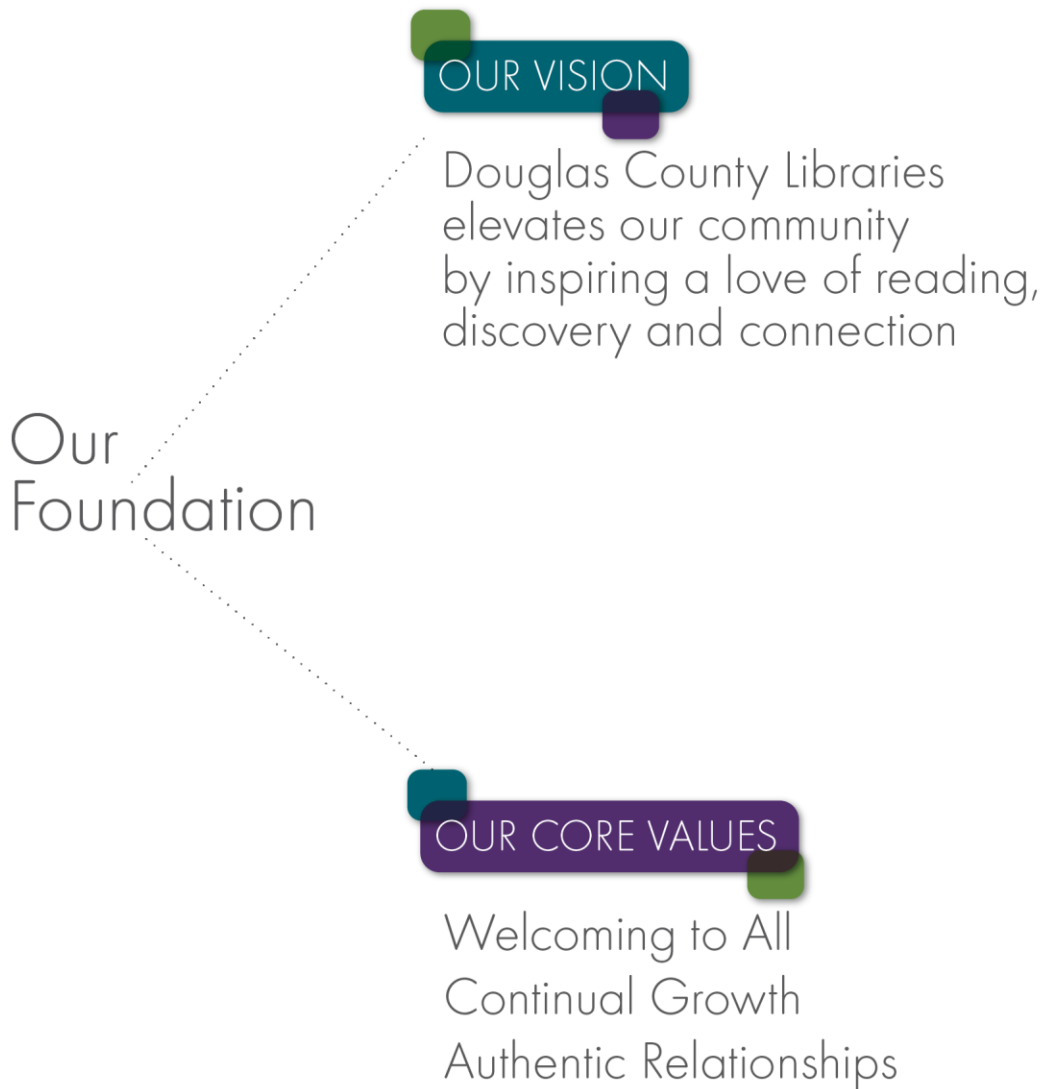
DISCOVERY...

Inspiring  
a love of...

CONNECTION...

	<p><b>Return to Open Meeting</b></p> <p>The committee returned to open meeting at 9:42 a.m.</p> <p>Vaughn sated, "For the record, if any person who participated in the executive session believes that any substantial discussion of any matters not included in the motion to go into the executive session occurred during the executive session, or that any improper action occurred during the executive session in violation of Colorado Open Meeting Law, I ask that you state your concerns for the record."</p> <p>Hearing none the meeting was adjourned.</p>
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<b>ADJOURNMENT</b>	The meeting was adjourned at: 9:44 a.m.
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## EXECUTIVE LIBRARY DIRECTOR'S REPORT

**Bob Pasicznyuk****October 2022****CASTLE ROCK UPDATE**

The Castle Rock project remains on schedule with contingencies and allowances intact. Allowances are dollars set aside in the Guaranteed Maximum Price contract for specific products and services yet solidified via contract with subcontractors – for example: an amount of anticipated dollars for paving parking lots. As the project progresses, allowances give way to actuals. We draw on contingencies to make up differences as well as pursue any necessary change. Unused contingencies and allowances flow back to the owner on project completion. At this point in the project, our variable tracking log (changes and concerns) is low compared to past projects.

October's work centers on floors – both the infrastructure (electrical, gas, water) on the first floor and cement pours for both the first and second floors. About 51 truck-loads of cement will transit to the site in the first two weeks of October. The roof decking and guardrail is near completion with the membrane system set for install between now and November. Many subcontractors will soon begin adding flesh to the steel and concrete skeleton. Library staff will begin parking at alternate sites soon to accommodate contractors and customers.

The Library is selecting a broker now in advance of a public offering for the sale of our adjacent property (AKA: strip mall) in keeping with Board direction. We seek the highest value for the property and the ability to use its parking through the duration of the project.

**HOLIDAY CLOSURES AND JUNETEENTH**

Service Implication. The Library hosts summer camps during Juneteenth. Parents will need find alternative care and experiences for that day if we close.

Cost. The cost to implement an additional holiday is not material. Overhead costs for payroll and scheduling is roughly the same whether we have many or few holidays. The Library will, most likely, lose revenue for one camp day. The number of holidays influences leave payouts, but an additional day isn't enough to change payout trends.

<b>Libraries and Municipals Custom</b>	<b># of Annual Holidays</b>	<b>Juneteenth as a Holiday</b>
<b>Douglas County Libraries</b>	<b>9 + 2 Floating</b>	<b>No</b>
Adams County	12	Yes
Arapahoe County	14	Yes
Arapahoe Libraries	14	Yes
Arvada	12	Yes
Aurora	12	Yes

Boulder (City including Library)	13	Yes
Boulder County	13	Yes
Brighton	12	Yes
Broomfield	11	Yes
Castle Pines	13	No
Castle Rock	11.5	Yes
Colorado Springs	11	Yes
Denver (City, County, Library)	14	Yes (New 2023)
El Paso County	11	No
Englewood	12	Yes (New 2023)
Jefferson County (including Library)	13	Yes (New 2023)
Lakewood	13	Yes
Larimer County	11	Yes
Littleton	14.5	Yes
Lone Tree	10.5	Yes (New 2023) Looking at Deleting Christmas Eve ½ Day and Adding Juneteenth
Loveland	12	Yes
Parker	12	Yes
Pikes Peak Library District	8 + 4 Floating	A Floating Holiday
Poudre River Library District	11	Yes
Thornton	12	No

### FAMLI RESPONSE – Compliance, Communication, Commitments

State law requires that organizations opting out of the organizational FAMLI program communicate governing board actions to staff. DCL accomplished this in four ways:

- (1) We routinely publish board actions and minutes,
- (2) We issued a communication alert to all DCL staff via email, and
- (3) We are augmenting our staff manual with the same information, and
- (4) We posted this information in DCL Break Rooms.

The notice both includes the information that we are opting out of FAMLI and protections the Library provides even though we are not pursuing FAMLI on an organizational basis – the protections requested during public comment at the August Board meeting.

Staff-wide Communication Exemplar:

## Communication Alert



This is a General/Routine Announcement  
Notice Posting Date: September 19, 2022

### **Subject: Colorado Family and Medical Leave Insurance (FAMLI)**

Beginning in 2024, Colorado's paid family and medical leave insurance (FAMLI) program will provide paid time off when you face life circumstances that pull employees away from their jobs — like growing your family or caring for a loved one with a serious health condition.

Douglas County Libraries has decided **NOT** to participate as an organization in the Colorado FAMLI program, per a vote of our governing body on 8/31/2022. The rationale for not participating was that individuals who wished to participate could do so on an individual basis without constraining everyone. Also, the Library will work to provide the same assurances to employees in the individual program that they would gain if we had become institutional participants.

**All employees of DCL** have the ability to participate in FAMLI on an **individual basis**. DCL Human Resources department will be providing employee individual opt in forms and payroll deducted contributions to the FAMLI program on behalf of all interested employees. More information on how to complete your individual FAMLI enrollment will be provided in combination with DCL annual benefits open enrollment period.

FAMLI provides benefits and protections, including partial income protection for eligible employees who are temporarily unable to work due to their or a family member's qualifying medical or legal reason, specifically, for the care of a newborn, adopted child, or fostered child; to care for a family member with a serious health condition; for the employee's own serious health condition; for qualifying military exigency leave; or to address safety needs or the impact of domestic violence and/or sexual assault. Partially paid leave is available for up to 12 weeks in a calendar year or up to 16 weeks under certain circumstances related to pregnancy and childbirth.

Individuals who choose to opt into FAMLI will have the same safeguards as if DCL had opted in as an organization, such as administration of payroll deductions through DCL payroll system and job protection during qualified leave. DCL currently continues benefits for an employee on FAMLI leave for as long as the employee continues to pay the employee's portion of the monthly premium. For more information about this important state-facilitated program, including eligibility, required documentation, and process, please see [famli.colorado.gov](https://famli.colorado.gov). Additionally, please see Human Resources to obtain additional copies of the required notices to employees of local government employers who have opted out of FAMLI that are distributed upon hiring.

## SAFETY RECOMMENDATIONS

The Sheriff's audit of our safety described two ways that we can heighten safety at our Library:

- 1) A sundry list of facilities improvements – installing mirrors in hallways, louvered gates on our trash enclosures, and the like.
- 2) Train our staff (past a simple video) to effectively accomplish the Standard Response Protocol (SRP). The SRP is the nomenclature and procedures used in our schools that our staff would initiate in a crisis or when directed to do by law enforcement. Our 2023 workplan will include training, drill, and practice in SRP.



Beyond these moves, the Library can buttress safety by introducing a law enforcement presence similar to School Resource Officers – either for part or all of the work day. This constitutes a significant step worthy of staff and Board analysis and deliberation. I will schedule this conversation at a coming Library Study Session.

## INTERNAL KPI

The Library is updating its Key Performance Indicators choosing two measures tracking internal organizational health.

1. Gallop Engagement Survey. The survey assesses 4 areas – Growth, Teamwork, Individual, and Basic needs. It's a well-used, succinct tool that allows us to compare Library staff engagement to others across industries.
2. Business Continuity Survey. We will routinely assess supervisor experiences around both recruitment and retention of staff through a simple 3 to 5 question survey. Supervisors will provide this information on staff separations and recruitments. The survey data will inform our Library's risk and progress in recruiting and retaining top talent.

## ULC MEMBERSHIP VALUE

There's never been an straight-forward return-on-investment case or description for library investment in professional associations. The positive case for professional associations are well known:

- Common cause to advocate for resource,
- A voice at the national level for public policy valuable to members,
- Training and networking opportunities.

- A forum to showcase member accomplishments via awards.

Professional associations provide the opportunity to be challenged by others, but they also can be a distraction from the local business plan.

- Disparate definitions of success,
- Group-think, even shaming of members who do not conform.
- Brand risk if members or leadership sully our Library's reputation by association.

A few years ago, DCL sought ULC as an alternative to the American Library Association. The cost of the annual membership is \$12,000. Our Library currently has a seat on the ULC Board. I look forward to a Board conversation about the value of participating in state and national trade associations, ULC or others.

### **BOARD TALKING POINTS**

**Elevating the Brand** – Douglas County Libraries elevates our community by inspiring a love of reading, discovery, and connection. With nearly 2 million visitors to seven branches each year, visitors are met with beautiful spaces, curated collections, personalized services, and a variety of events that offer a premium experience for all.

### **Customer Experience Division Report**

October 2022

#### **Operations Update**

Materials Handling Manager (Amy Long) proposed to the Senior Leadership Team this summer that DCL bring courier service in-house in 2023. Financials and logistics make good sense to make the switch, and we look forward to directly supervising the employees responsible for providing this service. The plan is for DCL to lease two smaller trucks (as opposed to one large truck) to protect continuity of service, and allow multiple routes to operate each day. This will positively impact not just the Customer Experience division but Infrastructure Services and Community Engagement as well. The first DCL Courier Driver position will be posted in October or early November, with the intent that a highly qualified candidate can help us write up procedures before we have new trucks and hire a second driver.

The Customer Experience Management Team will be finalizing 2023 division goals & work plans in November, in accordance with budget and staffing plans.

#### **Library Services**

Reading Buddies is in full swing with the fall session. If you are in a branch in the late afternoon during the middle of the week you'll hear and feel the buzz of buddy pairs reading out loud and



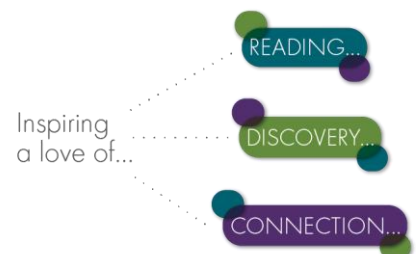
playing letter games. Here's a note from Kelly Allan, YFS Librarian: "One of our Reading Buddies parents expressed how grateful she is for the program. She considers it part of her daughter's reading education. Her daughter's (recent diagnosis) makes it difficult to get her to focus on reading practice. She told me that on Mondays and Wednesdays the child's grandma reads with her over Zoom. On Thursday and Friday, mom works with her. On Saturday and Sunday, dad works with her. And on Tuesday, her Teen Buddy works with her at Reading Buddies. The parent said she considers us part of her community that is helping her daughter learn how to read."

Storytime attendance was up in September. 10,097 people attended or viewed a DCL storytime, and in September our average daily storytime attendance for the district was 460!

### **Customer Feedback**

From Iza Brodzinska, Materials Handling Supervisor at Highlands Ranch: Last Friday, Cindy and I were at the Welcome desk. A lady approached us with a big smile. She said that she moved to Highlands Ranch from Vermont. She said that Vermont has very nice libraries but DCL exceeded her expectations. DCL provides great service, the librarians are very nice, and we have beautiful spaces. She was truly thrilled. I thanked her and told her that she made my day.

Item	Preparatory Work	Motion
Douglas County Community Foundation Intergovernmental Agreement	Review for action	<b>MOTION:</b> I move to approve the Intergovernmental Agreement concerning the Douglas County Community Foundation as presented.
Park Street Shop Lease	Review for action	<b>MOTION:</b> I move to approve Beverly Building Company lease, for the facility at 1543-A Park Street, Castle Rock, Colorado, as presented.
Castle Rock Easements	Review for action	<b>MOTION:</b> I move to approve the utility easements and grant the Town of Castle Rock, Castle Rock Water, CORE, Black Hills Gas and Comcast permanent, non-exclusive easements at the locations and per the dimensions specified in each legal description in the attached individual Exhibit A or legal description allowing the Town and said public utilities to connect, maintain and provide services necessary and required to open and operate the new building.
Records Retention Resolution	Review for action	<b>MOTION:</b> I move to adopt Resolution 22-10-01, formally adopting the State Archivist Records Retention Manual for Special Districts.
Draft 2023 Budget	Review for discussion at Study Session	n/a



**DATE:** October 26, 2022

**AGENDA ITEM:** Board authorization to approve an Intergovernmental Agreement with the Board of County Commissioners concerning the operational support and funding of the Douglas County Community Foundation (DCCF).

**DISCUSSION:** The agreement unites the Partnership of Douglas County Government members to grow and lead philanthropy across and for Douglas County non-profits. The Library would both receive a seat on the DCCF Board of Directors and contribute \$17,857 toward DCCF costs. The relevant questions are two and will be addressed at the meeting by Mike Waid, DCCF Executive Director:

- (1) What value and outcomes will the Library expect from the \$17,857 investment – both for the Library and community?
- (2) How does this partnership make the Douglas County Libraries Foundation more productive – instead of merely creating competition for philanthropic funding.

**RECOMMENDATION:** Mike's ability to answer these questions successfully are key to a positive recommendation of this Intergovernmental Agreement. The County Commission is leveraging the Partnership of Douglas County Governments with a track record of past effectiveness to furthering Douglas County philanthropy – divert Douglas County giving to Douglas County.

**BUDGET IMPACT:** 2022      \$17,857

**MOTION:** I move to approve the Intergovernmental Agreement concerning the Douglas County Community Foundation as presented.

**PERSON(S) RESPONSIBLE:** Bob Pasicznyuk, Executive Director

**ATTACHMENT:** DCCF Intergovernmental Agreement, reviewed by legal counsel

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, DOUGLAS COUNTY SCHOOL DISTRICT RE-1, DOUGLAS COUNTY LIBRARIES, THE TOWN OF CASTLE ROCK, THE TOWN OF PARKER, THE CITY OF LONE TREE, THE CITY OF CASTLE PINES, AND HIGHLANDS RANCH METRO DISTRICT, CONCERNING THE OPERATIONAL SUPPORT AND FUNDING OF THE DOUGLAS COUNTY COMMUNITY FOUNDATION**

**THIS AGREEMENT** (“Agreement”) is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the Board of County Commissioners of the County of Douglas, Douglas County School District RE-1, the Douglas County Libraries, the Town of Castle Rock, the Town of Parker, the City of Lone Tree, the Highlands Ranch Metro District, and the City of Castle Pines, hereinafter referred to jointly as the “Parties”; and

**WHEREAS**, Article XIV, Section 18(2)(a) of the Colorado Constitution, and section 29-1-203, C.R.S. provide a means whereby governmental units may cooperate or contract with one another to make the most efficient and effective use of their powers and responsibilities; and

**WHEREAS**, the Parties desire to set forth the terms and conditions in connection with the operation of a collaborative effort known as the Douglas County Community Foundation (“Foundation”); and

**WHEREAS**, the Foundation’s mission is to provide leadership and responsible stewardship of philanthropic resources to enrich the lives of every resident in Douglas County. The Douglas County Community Foundation (DCCF) is committed to responsibly managing philanthropic contributions, maintaining agile funds for emergencies, inspiring generosity, and providing support to local nonprofit organizations serving the needs within our community.; and

**WHEREAS**, the Parties see a collective good in having a single entity coordinating these goals and serving Douglas County as a whole; and

**WHEREAS**, the Parties believe the Douglas County Community Foundation can provide these services more efficiently and effectively than each entity on their own; and

**WHEREAS**, the Parties have agreed to share the costs of operating the Foundation in accordance with the terms and conditions set forth herein;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein and the recitals as set forth above, the Parties hereby agree as follows:

**Section 1. Subject Matter of Agreement.** This Agreement sets forth the understanding of the Parties associated with the exchange of consideration, the ongoing costs and management of the Foundation and the responsibilities of the Parties under this Agreement.

**Section 2. Duration of Agreement.** This Agreement shall be effective for a period of one year, beginning January 1, 2023, subject to annual appropriation of funds by all Parties hereto. This Agreement shall renew automatically on December 31<sup>st</sup> of each year for an additional one year term unless earlier terminated by the withdrawal of any Party as provided in Section 2. If any Party to this Agreement should decide, in adopting the budget for subsequent Agreement years, not to provide funding for the Foundation, then that Party may withdraw from participation in this Agreement for future terms by giving written notice thereof to the other Parties. The remaining Parties shall have the option to negotiate and continue a cost sharing arrangement and operation of the Foundation by amending this Agreement pursuant to Section 12 or this Agreement will automatically terminate at the end of the existing term. Any future automatic extension of the original term is contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes by each of the Parties.

**Section 3. Relationship of the Parties.** This Agreement is not intended to, and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.

**Section 4. Appointment of Foundation Executive Director.** The Parties agree that the individual hired as the Douglas County Community Foundation Executive Director will be appointed by the Foundation Board of Directors (BOD). Among other benefits as may be negotiated by the BOD, the Foundation Executive Director shall be an at-will employee of the Foundation. The activities and performance of the Foundation Executive Director shall be subject to review by the BOD.

**Section 5. Parties on Douglas County Community Foundation Board.** All Parties to this agreement shall have a seat on the DCCF Board of Directors as Ex Officio board members per DCCF bylaws.

**Section 6. Cost Sharing.** The Parties agree to provide the following funding for the 2023 term and each term thereafter:

- A. Beginning January 1, 2023, the basic yearly estimated cost of implementing and operating the Foundation is \$185,000. The Parties agree to pay the following cost sharing amounts in each term of the Agreement:

Douglas County School District Re-1:	\$17,857
Douglas County:	\$60,000
Douglas County Libraries	\$17,857
Town of Castle Rock:	\$17,857
Town of Parker:	\$17,857
City of Lone Tree:	\$17,857
Highlands Ranch Metro District	\$17,857
City of Castle Pines	\$17,857

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- B. The Foundation shall be the recipient of the contributed funds. The funds received for the Foundation shall be spent for costs directly associated with operating the Foundation. No funds shall be used for any other purpose. Payments may be made annually or semi-annually at the discretion of the participating Parties.

Payments: Payments may be paid:

- One-time payment due upon receipt of fully executed IGA or January 31st of the then-current term, whichever is later.
- ½ due upon receipt of fully executed IGA or January 31st of the then-current term, whichever is later and remaining ½ due by July of the then-current term.

Payments can be made by check or electronic funds transfer payable to Douglas County Community Foundation

#### **Section 7. Responsibilities of the Foundation and the Parties.**

- A. The Foundation shall:
- (i) Provide feedback into the recruitment, hiring, and evaluation of the Foundation Executive Director, although the final hiring and any and all other employment-related decisions shall be made by the BOD in accordance with applicable Foundation employment procedures and policies.
  - (ii) Provide an annual financial report detailing the uses of the funds provided for the operations of the Foundation.
  - (iii) Provide a detailed report of the donations received and distributed during the year.
- B. The Parties shall be responsible for the following:
- (i) Providing annual financial support to the Foundation.
  - (ii) Reviewing the annual reports provided by the Foundation
  - (iii) and establishing opportunities to maximize the chance of future financial contributions.

#### **Section 8. Specific duties of the Douglas County Community Foundation Executive Director.**

The specific duties and responsibilities of the Douglas County Community Foundation Executive Director are summarized as follows:

- Fundraising

- Strategic Planning
- Public Relations/Messaging
- Corporate Partner Relations
- Individual Partner Relations
- Municipal Partner Relations
- Nonprofit Partner Relations
- Grant Writing
- Presentation of Grants to the BOD
- Organizational Management
- Establish and Operate BOD Committees
- Board Engagement and Communications

**Section 9. Notice.** Any notice required by this Agreement shall be given, in writing by U.S. postal mail, as follows:

Town of Castle Rock:	Town of Castle Rock 100 N. Wilcox Castle Rock, CO 80104
Douglas County:	Douglas County Manager 100 Third Street Castle Rock, CO 80104
Douglas County School District RE-1:	Douglas County School District RE-1 620 Wilcox Castle Rock, CO 80104
Douglas County Libraries	Douglas County Libraries 100 S. Wilcox St. Castle Rock, CO 80104
Town of Parker:	Town of Parker 20120 E Mainstreet Parker, CO 80138
City of Lone Tree:	City of Lone Tree 9220 Kimmer Dr., Suite 100 Lone Tree, CO 80124

Highlands Ranch Metro District      Highlands Ranch Metro District  
 62 Plaza Drive  
 Highlands Ranch, CO 80129

City of Castle Pines                      City of Castle Pines  
 360 Village Square Lane, Suite B  
 Castle Pines, CO 80108

**Section 10. Applicable Law.** The Parties agree to comply with applicable federal, state and local statutes, charter provisions, ordinances, rules, regulations and standards as are in effect at the time this Agreement is executed.

**Section 11. Non-waiver.** The Parties shall not be excused from complying with any provisions of this Agreement by failure of any party to insist upon or seek compliance with such provisions.

**Section 12. Severability.** Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.

**Section 13. Amendment.** This Agreement may be amended, modified, or changed, in whole or in part, only by written Agreement executed by the Parties hereto.

**Section 14. No Third Party Beneficiaries.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties herein, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than the Parties herein receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

**Section 15. Assignability.** No party hereto shall assign its rights or delegate its duties hereunder without the prior written consent of the other Parties.

**Section 16. Headings for Convenience.** Headings and titles contained herein are intended for the convenience and reference of the Parties only and are not intended to combine, limit, or describe the scope or intent of any provision of this Agreement.

**Section 17. Governmental Immunity.** The Parties hereto understand and agree that the Parties, their commissioners, council, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the Parties.

**Section 18. Entire Agreement.** This Agreement constitutes the entire Agreement of the Parties hereto. The Parties agree there has been no representations made other than those contained



herein, that this Agreement constitutes the entire Agreement, and further agree that the various promises and covenants contained herein are mutually agreed upon and are in consideration for one another.

**Section 19. Execution.** This Agreement is expressly subject to, and shall not be or become effective or binding on the Parties until execution by all signatories of the Parties.

**The Board of County Commissioners of the  
County of Douglas**

By: \_\_\_\_\_  
Name, Title

ATTESTED:

By: \_\_\_\_\_  
Name, Title

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Name, Title

APPROVED AS TO FINANCIAL CONSIDERATIONS:

\_\_\_\_\_  
Name, Title

**Douglas County School District RE-1**

By: \_\_\_\_\_  
Board of Education for Douglas County School District

ATTEST:

\_\_\_\_\_  
Name, Title

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Name, Title

**Town of Parker**

By: \_\_\_\_\_  
Name, Title

ATTEST:

\_\_\_\_\_  
Name, Title

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Name, Title

**City of Lone Tree**

By: \_\_\_\_\_  
Name, Title

ATTEST:

\_\_\_\_\_  
Name, Title

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Name, Title

**Town of Castle Rock**

By: \_\_\_\_\_  
Name, Title

Attest:

\_\_\_\_\_  
Name, Title

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Name, Title

**Douglas County Libraries**

By: \_\_\_\_\_  
Dawn P. Vaughn, Board President

ATTEST:

\_\_\_\_\_  
TR Nolan, Board Secretary

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Linda Glesne, District Legal Counsel

**Highlands Ranch Metro District**

By: \_\_\_\_\_  
Name, Title

ATTEST:

\_\_\_\_\_  
Name, Title

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Name, Title



**City of Castle Pines**

By: \_\_\_\_\_  
Name, Title

ATTEST:

\_\_\_\_\_  
Name, Title

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Name, Title

## ATTACHMENT I – BYLAWS

### BYLAWS OF DOUGLAS COUNTY COMMUNITY FOUNDATION A Colorado Nonprofit Corporation

#### ARTICLE I OFFICES AND AGENTS

**1.1 Name and Principal Office:** The name of this Corporation is Douglas County Community Foundation hereinafter referred to as the “Foundation”. The current principal office of the Foundation is located at 9233 Park Meadows Drive, Suite 108, Lone Tree, CO 80124 The Foundation may have other offices and places of business as designated by the Board of Directors.

**1.2 Registered Office and Agent:** The Registered Office and a Registered Agent for the Foundation, as required by the Colorado Nonprofit Corporation Act, shall be maintained in the County of Douglas in the State of Colorado. The address of the Registered Office and the Registered Agent may change from time to time as the Board of Directors may determine. The name and address of the Registered Agent and Registered Office of the Corporation shall be determined by resolution of the Board.

#### ARTICLE II STATEMENT OF PURPOSE

The Foundation is organized exclusively for charitable purposes, including, for such purposes, the receipt of funding and the making of distributions to organizations that qualify as 501(c)(3) organizations and engage in charitable activities in Douglas County Colorado. In the event of a declared community emergency in Douglas County and with the approval of the Board of Directors, distributions may be made to non 501(c)(3) entities in accordance with the foundation’s emergency fund policy. The Douglas County Community Foundation is to maintain its federal tax-exempt status as a qualified 501(c)(3) entity, allowing for deductible contributions pursuant to state and federal law. The nonprofit corporate purpose of the Douglas County Community Foundation is to facilitate philanthropic giving by serving as the organizational vehicle for collection of charitable funds contributed by local philanthropists. Douglas County Community Foundation, as a resource and educational vehicle, is available to assist each philanthropist through donor advised funding, and shall assist other nonprofit entities desiring to serve as Donors or recipients of the Foundation. The funds may be invested and generate revenue, which proceeds will then be donated to local nonprofit organizations.

#### ARTICLE III

## MEMBERSHIP

**3.1 Membership:** This Foundation shall not have Members. As part of funding or engaging in philanthropic activities the Foundation may publicly recognize “Donors”, but they shall not acquire any rights in the corporate entity as a result of such designation.

## ARTICLE IV BOARD OF DIRECTORS

**4.1 Number and Qualifications:** The management and all associated powers of the Foundation shall be exercised by and through a Board of Directors composed of not less than seven (7), nor more than twenty-five (25) individuals plus Ex-officio members. The Board of Directors may change the number of directors from time to time by amending these Bylaws. No decrease in the number of directors shall shorten the term of office of any incumbent director.

**4.2 Governing Powers:** The Board of Directors shall have all the powers and duties necessary, appropriate or convenient for the administration of the affairs of the Foundation. The Board shall specifically have the power to create, operate wholly or partially owned profit and/or nonprofit subsidiary corporations, and to carry on the activities of the Foundation, in whole or in part, either alone or in conjunction with other corporations, partnerships, individuals, groups or organizations, and to do or perform all acts or things relating to the purposes of the Foundation. Anything in these Bylaws to the contrary notwithstanding, the Board of Directors is not empowered to perform any activity on behalf of the Foundation not permitted to be carried on by a corporation exempt from federal income taxation under Section 501 (c)(3) of the Internal Revenue Code of 1954, as amended (or the corresponding provision of any subsequent United States Internal Revenue law) or exempt from similar state revenue taxation laws. The Board shall exercise those powers, in the best interest of the Foundation, as described within Treasury Regulations §1.170A-9(e)(11)(v).

These duties and power of the Board of Directors shall include, but not be limited to:

- (A) Establishing and reviewing Board policies governing the Corporation and its operations.
- (B) Ensuring adequate resources for operation of the Corporation; helping to identify, cultivate, solicit, and acknowledge donors.
- (C) Establishing and supervising adequate accounting and financial procedures.
- (D) Promoting the goals and purposes of the Corporation and evaluating the Corporation against such goals and purposes; and
- (E) Employing on behalf of the Corporation a Top-Level Executive and defining the duties and responsibilities of the executive in a written job description.
- (F) If participating in a committee or sub-committee, performing required duties including active meeting participation.

The Board may also establish discrete categories of donor funds, including but not limited to:

- Capital Campaigns
- Designated Funds
- Unrestricted Funds
- Administrative Funds
- Emergency Funds

**4.3 Nondiscrimination Policy:** The Board of Directors shall not restrict the use of or access to the facilities or property owned or operated by the Foundation, or the services or benefits provided by the Foundation, on the basis of race, color, sex, age, orientation, disability, religion or national origin.

**4.4 Election and Term of Office:**

**A. Term of Office:** Effective 2022, the term of office for a director shall be two (2) years, except for a director elected to fill a vacancy as provided in Section 4.05. At each Annual Meeting of the Board of Directors, successors to the directors whose terms of office are expiring shall be elected. All such successors, and any director elected as a result of an increase in the number of directors, shall be elected for a two (2) year term.

**B. Nomination:** Directors may be nominated in any number by any member of the Board of Directors or the Chairman of the Board. The names of all persons nominated should be submitted to the Board of Directors in writing or orally at least three (3) days prior to the next meeting of the Board. The Board of Directors, at their next meeting, shall decide whether or not such person is qualified to serve as a director consistent with policies as may be adopted by the Board.

**1. Eligibility:** Any Board Member who has served a Term of Office and has not met the requirements of Board Membership for both consecutive years will be ineligible for nomination to the Board of Directors.

**C. Election:** At each meeting at which a quorum of the existing directors are present the Board of Directors shall, by the vote of the entire Board present, elect from the persons nominated and deemed qualified the number of directors necessary to replace all outgoing directors and to fill any positions created by reason of an increase in the number of directors. Any outgoing director shall be entitled to vote in the election of replacement and/or new directors and for all other purposes at such meeting. The term of office of any newly elected director shall commence at the next meeting of the Board of Directors in which the newly elected director personally appears and accepts the position. All directors shall serve until their successors have commenced the new director's term of office or resignation is accepted.

**4.5 Vacancies:** Any director may resign at any time by giving written notice to the Chairman or to the Top-Level Executive. Such resignation shall take effect at the time specified in such notice and unless otherwise specified in such notice, the acceptance of such resignation shall not be necessary to make it effective. Any vacancy occurring on the Board of Directors may be filled

by the affirmative vote of a majority of directors. A director elected to fill a vacancy shall be elected for the unexpired term of his/her predecessor.

**4.6 Removal of Directors:** At any meeting or at any meeting of directors duly called expressly for that purpose, any one or more of the directors may be removed, with or without cause, by a majority vote of the full Board of Directors then serving. The director who is the subject of removal shall not be entitled to vote on the question. Any director whose removal has been proposed by the Board of Directors shall be given an opportunity to be heard at the meeting at which this removal is to be voted upon.

**4.7 Compensation of Directors:** No compensation shall be paid to directors for their services as such, but directors may be reimbursed for actual expenses and reasonable expenses incurred by them in the performance of their duties. Nothing herein shall preclude any director from serving the Corporation in any other capacity and receiving just and reasonable compensation, therefore.

**4.8 Limitations on Officers and Directors:** No loans shall be made by the Foundation to any officer or director. Any officer or director who assents to or participates in the making of any such loan shall be liable to the Foundation for the amount of such loan until the repayment thereof. No officer or director, or any private individual, shall be entitled to distribution or conveyance of any of the corporate assets upon dissolution of the Foundation unless fair market value is first paid to the Foundation for such property or asset.

**4.9 Ex-officio Members:** The Board of Directors may from time to time perceive value in adding individual members of the Board to serve in an Ex-officio capacity. The member will serve for no more than one (1) year at a time and may be reappointed by a simple majority vote of the current Board. Ex-officio members must demonstrate an interest in the purposes and activities of the Foundation and must be interested in donating time, advice, skill, energy and support in furtherance of the Foundation and its purposes and activities. Ex-officio members will be expected to attend the regularly scheduled meetings of the Board and will have a voice at the table. Ex-officio members will not have a vote. In addition, Ex-officio members, along with all Board Members, will be required to sign the Code of Conduct and will adhere to fundraising rules of the Foundation. Ex-officio members will not be expected to make an annual contribution to the Foundation on a personal basis.

## **ARTICLE V**

### **MEETINGS OF THE BOARD**

**5.1 Place of Meetings:** The Annual, regular, or special meetings of the Board of Directors or any Committee designated by the Board shall be held at the principal office of the Corporation or at any other place that the Chair or Top-Level Executive may designate.

**5.2 Annual Meeting:** Unless otherwise determined by the Board of Directors, the Annual Meeting of the Board shall be held in the first quarter of each year or as soon thereafter as may be agreed upon. The Annual Meeting of the Board shall be held for the purpose of electing directors and transacting such other business as may come before the Board. Within thirty (30) days after each Annual Meeting of the Board of Directors a meeting of the newly constituted Board of Directors shall be held for the purpose of electing officers of the Foundation and transacting such other business as may come before the Board.

**5.3 Regular Meetings:** In addition to the Annual Meeting, regular meetings of the Board of Directors or any Committee designated by the Board shall be held at such time and place as the Board of Directors or any such committee may designate. Each member is required to attend at least four (4) board meetings per year.

**5.4 Special Meetings:** Special meetings of the Board of Directors or any committee designated by the Board may be called at any time by the Chairman of the Board, or upon request of one-third (1/3) of the directors, or by the Top-Level Executive.

**5.5 Notice of Meetings:** Notice of the regular meetings of the Board of Directors or any Committee designated by the Board shall be established by annual notice of a meeting calendar. Notice of each Annual Meeting of the Board of Directors or any Special Meeting shall be given to each director or Committee member not less than three (3) days prior to the time fixed for the meeting. Notice may be provided in written or electronic form, and shall identify the date, time, and purpose of the noticed meeting.

**5.6 Waiver of Notice:** A director may in writing waive notice of any meeting of the Board of Directors or any Committee, either before, at, or after the meeting; and his/her waiver shall be deemed the equivalent of giving notice. Attendance of a director at a meeting shall constitute waiver of notice of that meeting unless he/she attends for the express purpose of objecting to the transaction of business because the meeting has not been lawfully called or convened.

**5.7 Quorum and Voting:** At meetings of the Board of Directors or any Committee designated by the Board, a simple majority of the directors or committee persons shall be necessary to constitute a quorum for the transaction of business. If a quorum is present, the act of the majority of those directors or committee persons in attendance shall be the act of the Board of Directors or any such committee, unless the act of a greater number is required by these Bylaws, the Articles of Incorporation or the Colorado Nonprofit Foundation Act. Each director or Committee member shall have one (1) vote on each matter submitted to the Board or such Committee. Voting by proxy shall be allowed if confirmed by the director granting the proxy either in writing or electronically prior to the meeting.

**5.8 Presumption of Assent:** A director of the Foundation who is present at a meeting of the Board of Directors or any Committee designated by the Board at which action on any corporate matter is taken shall be deemed to have assented to the action taken unless an express objection is made at the meeting, which shall be entered in the minutes of the meeting.

**5.9 Chairman of the Board:** The Board of Directors shall have the authority to annually elect a director to serve as Chairman of the Board of Directors. The Chairman of the Board shall preside as Chairman at all meetings of the Board. The Chairman shall have such additional duties as the Board may prescribe. In the case of the Chairman's absence or inability to act without having designated the Vice-Chairman of the Board to act temporarily in his/her place the board may appoint another board member to temporarily serve in the capacity of Chairman.

**5.10 Committees:** The Board of Directors, by Resolution adopted by a majority of the directors in office, may designate and appoint one or more Committees each of which shall consist of two or more individuals, which may or may not include directors, to perform any function authorized and/or supervised by the Board of Directors. No Committee shall have the authority of the Board of Directors in reference to amending, altering or repealing these Bylaws; electing, appointing or removing any member of such Committee or any officer or director of the Foundation; amending the Articles of Incorporation; adopting a plan of merger or adopting a plan of consolidation with another Foundation; authorizing the sale, lease, exchange or mortgage of all or substantially all of the property and assets of the Foundation; or amending, altering or repealing any Resolution of the Board of Directors which by its terms provides that it shall not be amended, altered or repealed by such Committee.

**5.11 Designation of Authority:** The designation of a task to Committee, with authority to proceed and take action per Board guidelines, shall not operate to relieve the Board of Directors or any individual director of any responsibility imposed upon him/her by law.

**5.12 Designated Committees:** There shall be an Executive Committee and other designated Standing Committees including Finance, Communications, Community Impact, Douglas County Gives, Development, and an Audit Committee. Rules governing procedures for meetings of any Committee shall be as established by the Board, or in the absence thereof, by the Committee itself. The Chairman of the Board is the Ex-officio member of each Committee, without voting power. The Board of Directors may also establish additional Committees for specific purposes at its discretion. All Committees shall report to the full Board on decisions/recommendations.

**5.13 Executive Committee:** The Board of Directors may select at its Annual Meeting an Executive Committee comprised of a minimum of four (4) individuals consisting of the Chairman, Vice-Chairman, Treasurer and Secretary, and any additional members as determined by the Executive Committee. The Executive committee shall investigate and address all activities of the organization and report to the Board with any findings and/or recommendations.

**5.14 Finance and Development Committee:** The Treasurer of Douglas County Community Foundation shall serve as Chairman of this Committee, to be comprised of not less than an additional director and the Top-Level Executive. The Committee shall be under the oversight and approval of the Board of Directors; and shall: (a) develop and recommend an annual budget to the Board; (b) seek grants and Foundation giving; (c) seek in-kind donations and non-cash contributions; (d) engage in public relations seeking donors or beneficiaries of the Foundation; and (e) engage in long-range fiscal planning.

**5.15 Audit Committee:** The Committee shall be comprised of the Vice-Chairman, Secretary and an additional director for purposes of recommending to the Board an independent Auditor, to be designated annually or as needed, as a necessary expense to the Foundation, for preparation of such financial data and reports as are appropriate for the Foundation, for governmental entities, for donors, and/or the public. The Audit Committee shall facilitate and exercise oversight as necessary for the audit process.

**5.16 Informal Action:** Any action required or permitted to be taken at a meeting of the directors or of designated Committees may be taken without a meeting if a consent in writing or via email, setting forth the action so taken, is agreed by all of the directors or Committee persons entitled to vote with respect to the subject matter thereof and ratified at the next regular Board meeting. Such consent shall have the same force and effect as a vote of the directors or Committee persons and may be stated as such in any Articles or documents filed with the Secretary of State of Colorado under the Colorado Nonprofit Corporation Act.

**5.17 Electronic Meetings:** Directors or any Committee person designated by the Board may participate in any regular or special meeting of the Board or committee by means of a conference telephone, electronic conference, or similar communications equipment by which all persons participating in the meeting can hear each other at the same time. Such participation shall constitute presence in person at the meeting.

## **ARTICLE VI** **OFFICERS**

**6.1 General:** The officers of the Foundation shall consist of a Chairman, a Vice- Chairman, a Secretary, and a Treasurer. In addition, such other officers, such as Assistant Vice-Chairs, assistant officers, agents, and employees that the Board of Directors may from time to time deem necessary may be elected or appointed by the Board of Directors in a manner prescribed by the Board consistent with these Bylaws. The terms of all officers shall be for one year. Two or more offices may not be held by the same person. An officer of the Foundation shall be a member of the Board of Directors in good standing, a natural person of the United States of America, and active in Douglas County, Colorado.

**6.2 Election and Term of Office:** The officers of the Foundation shall be elected annually by the Board of Directors at the first meeting of the Board held after each Annual Meeting of the Board of Directors. Those directors present shall vote by secret ballot for each position. The nominee who receives a simple majority of those votes cast for that position shall be deemed elected. If more than a singular ballot is required for an office, the director receiving the least votes shall be deleted prior to voting the next secret ballot. Elections shall be held for each office by separate secret ballot in sequence, with the initial ballot designated for Chairman, thereafter Vice-Chairman, Secretary and then Treasurer. The Teller Committee, to be appointed at the time of the election, shall consist of two (2) directors who are not seeking a position as officer. Officers shall hold office until their successors are chosen and have qualified unless they are sooner removed from office as provided in these Bylaws. The term of office shall be for one (1) year, with an opportunity for the Chairman, Vice-Chairman, Secretary and Treasurer to seek election for consecutive terms.



**6.3 Resignation and Removal:** Any officer of the Foundation may resign at any time by giving written notice to the Chairman or to the Secretary of the Foundation. Such resignation shall take effect at the time specified therein; and the acceptance of such resignation shall not be necessary to make it effective. Any officer or agent of this Foundation may be removed by the Board of Directors whenever in its judgment the best interest of the Foundation may be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or an agent shall not of itself create contract rights.

**6.4 Vacancies:** When a vacancy occurs in one of the offices of the Foundation due to death, resignation or otherwise, it shall be filled by the Board of Directors. The officer so selected shall hold office until his/her successor is chosen and qualified.

**6.5 General Duties:** All officers and agents of the Foundation, as between themselves and the Foundation, shall have such authority and shall perform such duties in the management of the Foundation as may be provided in these Bylaws or as may be determined by Resolution of the Board of Directors not inconsistent with these Bylaws. In all cases prescribed by the Bylaws or the Board of Directors, such officer, agent or employee shall follow the orders and instructions of the Board of Director or Executive Board.

**6.6 Chairman of the Board:** The Chairman of the Board shall preside and facilitate as Chairman at meetings of the Board of Directors. He/she shall, in addition, have such other duties as the Board may prescribe that he/she perform, including oversight of the Top-Level Executive as may be necessary. If the Chairman of the Board shall be unable to act, the Chair-Elect may exercise such powers and perform such duties as provided in Section 6.08 below.

**6.7 Vice-Chairman:** The Vice-Chairman performs the responsibilities of the Chairman when the Chairman is unavailable; works with the Chairman and staff; participates in implementation of officer transitions; and performs responsibilities as assigned by the Board of Directors or the Executive Committee. In the case of the inability to act as the Vice-Chairman, the Chairman shall perform the duties until the Board of Directors by Special Meeting elects a new Vice-Chairman.

**6.8 Assistant Vice-Chair(s):** The Board of Directors, at its sole discretion, may elect Vice-Chair(s) as it deems necessary or appropriate. Each Assistant Vice-Chair/Vice-Chairman shall have such powers and perform such duties as the Board of Directors or the Executive Committee may from time to time prescribe. At the request of the Vice-Chairman, in the case of his/her absence or inability to act, any Assistant Vice-Chair may temporarily act in his/her place. In the case of the Vice-Chairman's absence or inability to act without having designated an Assistant Vice-Chair to act temporarily in his/her place, the Board of Directors may designate Assistant Vice-Chair(s), to perform the duties of the Vice-Chairman.

**6.9 Secretary:** The Secretary shall keep or cause to be kept in books provided for that purpose, the minutes of the meetings of the Board of Directors and any committees; shall see that all notices are duly given in accordance with the provisions of these Bylaws and as required by

law; shall be custodian of the records and of the Seal of the Corporation; see that the Seal is affixed to all documents, the execution of which on behalf of the Foundation under its Seal is duly authorized and in accordance with the provisions of these Bylaws; and, in general, shall perform all duties incident to the office of Secretary and such other duties as may, from time to time, be assigned by the Board of Directors or the Executive Committee.

**6.10 Treasurer:** The Treasurer shall maintain records of corporate funds and securities. He/she shall keep full and accurate accounts of receipts and disbursements and shall deposit all corporate monies and other valuable effects in the name and to the credit of the Foundation in the depository or depositories of the Foundation and shall render an account of his/her transactions as Treasurer and of the financial condition of the Foundation to the Chairman, the Board of Directors and/or the Executive Board upon request. Such power given to the Treasurer to deposit and disburse funds shall not, however, preclude any other officer or employee of the Foundation from also depositing and disbursing funds when authorized to do so by the Board of Directors. The Treasurer shall, if required by the Board of Directors, give the Foundation a bond in such amount and with such surety or sureties as may be ordered by the Board of Directors for the faithful performance of duties of his/her office. The Treasurer shall have such other powers and perform such other duties as may be from time to time prescribed by the Board of Directors or the Executive Board.

**6.11 Delegation of Duties:** Whenever an officer is absent, or whenever for any reason the Board of Directors may deem it desirable, the Board may delegate the powers and duties of an officer to any other officer(s) or to any director(s).

**6.12 Top-Level Executive:** The Top-Level Executive (Executive Director/CEO) of the Foundation shall have general supervision of the business activities of the Foundation as the Chief Executive Officer. He/she shall report to the Chairman for personnel matters, and thereafter to the Executive Board as may be required. The Top-Level Executive shall serve at the discretion of the Board of Directors. The Board shall have the power to hire and terminate the Top-Level Executive upon recommendation of the Executive Board. In the event the Chairman or Vice-Chairman shall be absent or otherwise unable to act, the Top-Level Executive may preside to facilitate the meetings of the directors. At each Annual Meeting of the Directors, the Top-Level Executive shall give a report of the business and activities of the Foundation for the preceding fiscal year and shall perform whatever other duties the Board of Directors or Executive Board may from time to time prescribe. The Top-Level Executive shall have no vote at any meeting of the Board of Directors, Executive Board or the Committees. The Top-Level Executive's duties shall be further stated in a Position Description as adopted by the Board of Directors from time to time. The Top-Level Executive shall have a discretionary spending limit of \$1,500 per transaction. Any transaction above \$1,500 requires notification and approval of at least two members of the Executive Committee.

## **ARTICLE VII**

### **INDEMNIFICATION**

The Foundation shall indemnify any director, officer or former director or officer of the Foundation or any person who may have served at its request to the extent allowed by Colorado law, no matter where the asserted cause of action may have accrued, except in relation to matters as to which he is adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty. The Foundation shall be authorized to purchase insurance or other similar device for the purpose of such indemnification. Furthermore, consistent with C.R.S. § 7-129-109, this Foundation does desire to eliminate or limit the personal liability of a directors as provided for in C.R.S. § 7-129-101 to § 7-129-108, and as may be subsequently amended, which provisions are incorporated herein by reference.

## **ARTICLE VIII** **AMENDMENTS**

Except as otherwise required by law, these Bylaws may be amended at any regular meeting of the Board of Directors or at any special meeting called for that purpose, provided that written notice of the proposed amendment shall have been given at least ten (10) days prior to such meeting. Any such amendment shall require an affirmative vote of three-fourths (3/4) of the directors then serving.

## **ARTICLE IX** **FISCAL MANAGEMENT**

**9.1 Fiscal Year:** The fiscal year of the Foundation shall be the calendar year.

**9.2 Books and Accounts:** The Foundation shall keep correct and complete books and records of accounts and shall keep Minutes of the proceedings of the Board of Directors, Executive Board, and any Committees having any of the authority of the Board. All such books and records shall be kept at the principal office of the Foundation unless the Board of Directors, by Resolution, determines otherwise, subject to any requirements of law. All books and records of the Foundation may be inspected by any director or his/her agent or attorney for any proper purpose at any reasonable time.

**9.3 Auditing and Reports:** An Annual Report of the affairs of the Foundation for the previous fiscal year shall be submitted by the Chairman, Top-Level Executive and Treasurer to the Board of Directors at each Annual Meeting, or as soon thereafter as is practical, and filed with the Secretary of the Foundation. The books and records of the Foundation may be audited at the expense of the Foundation upon request of two-thirds (2/3) of the entire Board of Directors then serving.

**9.4 Checks and Endorsements:** All checks and drafts upon the funds or credit of the Foundation in any of its depositories shall be signed by such officer(s) or agent(s) as shall from time to time be determined by Resolution of the Board of Directors. All checks, notes, bills receivable, trade acceptances, drafts and other evidences of indebtedness payable to the Foundation shall, for deposit, discount or collection, be endorsed by such officer(s) or agent(s) of

the Foundation or in such a manner as shall from time to time be determined by Resolution of the Board of Directors. The Board of Directors may provide for the use of facsimile signatures under specified conditions for any of the foregoing purposes.

**9.5 Execution of Instruments:** The Chairman shall have the power to execute on behalf and in the name of the Foundation any deed, contract, bond, debenture, note or other obligations or evidences of indebtedness, or proxy, or other instrument requiring the signature of an officer of the Foundation, except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Foundation. Unless so authorized, no officer, agent or employee shall have any power of authority to bind the Foundation in any way, to pledge its credit or to render it liable pecuniarily for any purpose or in any amount.

**9.6 Fidelity Bonds:** The Board of Directors may require that officers and employees of the Foundation having custody or control of corporate funds furnish adequate fidelity bonds. The premiums on such bonds may be paid by the Foundation.

## **ARTICLE X**

### **MISCELLANEOUS PROVISIONS**

**10.1 Number and Gender:** Whenever required by the context, the singular shall include the plural, the plural the singular, and one gender shall include such other gender as is appropriate.

**10.2 Headings:** The headings throughout these Bylaws are for convenience and reference only and shall in no way be deemed to define, limit or add to the meaning of any provision hereof.

**10.3 Conduct of Meetings:** The conduct of all meetings of the Board of Directors or any committee shall be according to Robert Rules of Order, Newly Revised, and as may be amended, to the extent such rules are consistent with the laws of the State of Colorado, and such Rules of Order shall be the final authority unless otherwise provided by the Directors or these Bylaws.

**10.4 Rescission:** The adoption of these Bylaws rescinds all prior Bylaws of Douglas County Community Foundation, which shall cease to have effect, although of full effect for benefit of the Foundation prior to the adoption of this document.

**DATE:** October 26, 2022

**AGENDA ITEM:** Board authorization of Park Street Shop Lease – Beverly Building Company through 2027.

**DISCUSSION:** This item is coming to the Douglas County Board of Trustees in keeping with Board Financial Policies – Leases.

DCL currently leases 1,900 sq. ft. in Castle Rock for use as a maintenance shop and for storage. As a maintenance shop, the space is mainly used by facilities for large item repairs that cannot be performed in the branches. I.E: Furniture and Sorter Bin repairs. In addition to functioning as a storage location, for both FF&E and facilities, it also houses our seasonal book collection. This space not only allows staff a place to store materials, but as a climate controlled space, they can effectively work onsite to receive, store and prepare the collection for distribution.

This space remains very cost effective. As an example, when Com. Eng. was storing their program supplies in a Highlands Ranch storage unit, we were paying a yearly rate of a \$20.28 sq. ft. - For the shop, with a new five year term, we will be averaging \$9.61 sq. ft. including utilities. For further comparison, the average rate for industrial space in Douglas County is around \$11.52 sq. ft.

Since 2020, the lessor, Beverly Building Company, has maintained an annual lease rate increase of between 8% and 9.5%. Consistent with this, the proposed new 5 year lease has an average rate increase of 9.5%.

Addendum 1 to the lease agreement includes the required non-appropriations language.

**RECOMMENDATION:** We recommend that the Board approve the new lease for the 5 year term.

**FISCAL IMPACT:**

\$1,420.00 per month for year 1 (**2023** Total: \$17,040.00)

\$1,495.00 per month for the next 2 years (**2024** Total: \$17,940.00 & **2025** Total: \$17,940.00)

\$1,550.00 per month for the next 2 years (**2026** Total: \$18,600.00 & **2027** Total: \$18,600.00)

Total **5 year** commitment = **\$90,120.00**

**MOTION:** I move to approve Beverly Building Company lease, for the facility at 1543-A Park Street, Castle Rock, Colorado, as presented.

**PERSON(S) RESPONSIBLE:** Bob Pasicznyuk, Executive Director

**ATTACHMENT:** Lease Document

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL COUNSEL BEFORE SIGNING

BUSINESS LEASE

This lease, dated September 22, 2022, is between \_\_\_\_\_

BEVERLY BUILDING COMPANY

, as Landlord,

and DOUGLAS COUNTY LIBRARIES

, as Tenant.

In consideration of the payment of the rent and the performance of the covenants and agreements by the Tenant set forth herein, the Landlord does hereby lease to the Tenant the following described premises situate in Douglas County, in the State of Colorado; the address of which is 1543-A No. Park St., Castle Rock, Colorado 80114. Premises includes 1900 Sq. Ft. M/L of a larger multi-tenant building.

Legal Description

Said premises, with all the appurtenances, are leased to the Tenant from the date of January 1, 2023 until the date of December 31, 2027 at and for a rental for the full term of \$ 90,120.00

payable in monthly installments of \$	<u>1420.</u>	for the period	<u>1/1/23</u>	thru	<u>12/31/23</u>
	<u>1495.</u>	" "	<u>1/1/24</u>	" "	<u>12/31/25</u>
	<u>1550.</u>	" "	<u>1/1/26</u>	" "	<u>12/31/27</u>

in advance, on the 1st day of each calendar month during the term of this lease, payable at Beverly Building Company, Box 101540, Denver, CO 80250-1540, without notice.

Address

THE TENANT, IN CONSIDERATION OF THE LEASING OF THE PREMISES AGREES AS FOLLOWS:

- The Tenant shall pay the rent for the premises above-described.
- The Tenant shall, ~~at the expiration of the lease~~, surrender the premises in as good a condition as when the Tenant entered the premises, ordinary wear and tear excepted. The Tenant shall ~~keep the premises in a clean and sanitary condition as required by the ordinances of the city and county in which the property is situate.~~ keep the premises in a clean and sanitary condition as required by the ordinances of the city and county in which the property is situate.
- The Tenant shall not sublet any part of the premises, nor assign the lease, or any interest therein, without the written consent of the Landlord.
- The Tenant shall use the premises only as a maintenance & storage facility (See Addendums 1 & 2 attached) and shall not use the premises for any purposes prohibited by the laws of the United States or the State of Colorado, or of the ordinances of the city or town in which said premises are located, and shall neither permit nor suffer any disorderly conduct, noise or nuisance having a tendency to annoy or disturb any persons occupying adjacent premises.
- The Tenant shall neither hold, nor attempt to hold, the Landlord, its agents, contractors and employees, liable for any injury, damage, claims or loss to person or property occasioned by any accident, condition or casualty to, upon, or about the premises including, but not limited to, defective wiring, the breaking or stopping of the plumbing or sewage upon the premises, unless such accident, condition or casualty is directly caused by intentional or reckless acts or omission of the Landlord. Notwithstanding any duty the Landlord may have hereunder to repair or maintain the premises, in the event that the improvements upon the premises are damaged by the negligent, reckless or intentional act or omission of the Tenant or any employees, agents, invitees, licensees or contractors, the Tenant shall bear the full cost of such repair or replacement. The Tenant shall hold Landlord, Landlord's agents and their respective successors and assigns, harmless and indemnified from all injury, loss, claims or damage to any person or property while on the demised premises or any other part of Landlord's property, or arising in any way out of Tenant's business, which is occasioned by an act or omission of Tenant, its employees, agents, invitees, licensees or contractors. The Landlord is not responsible for any damage or destruction to the Tenant's personal property.
- The Tenant shall neither permit nor suffer said premises, or the walls or floors thereof, to be endangered by overloading, nor said premises to be used for any purpose which would render the insurance thereon void or the insurance risk more hazardous, nor make any alterations in or changes in, upon, or about said premises without first obtaining the written consent of the Landlord.
- The Tenant shall obtain and keep in full force, at Tenant's expense, ~~liability~~ liability insurance as may be reasonably required by the Landlord. ~~liability~~
- The Tenant shall permit the Landlord to place a "For Rent" sign upon the leased premises at any time after sixty (60) days before the end of this lease.
- The Tenant shall allow the Landlord to enter upon the premises at any reasonable hour.

IT IS EXPRESSLY UNDERSTOOD AND AGREED BETWEEN LANDLORD AND TENANT AS FOLLOWS:

- The Tenant shall be responsible for paying the following:  Electric  Gas  Water  Sewer  Phone  Refuse Disposal  Janitorial Services  Other \_\_\_\_\_

The  Landlord  Tenant agrees to keep all the improvements upon the premises, including but not limited to, structural components, interior and exterior walls, floors, ceiling, roofs, sewer connections, plumbing, wiring and glass in good maintenance and repair at their expense. In the event the Landlord is responsible for repair of the premises, the Tenant shall be obliged to notify the Landlord of any condition upon the premises requiring repair and the Landlord shall be provided a reasonable time to accomplish said repair.

- No assent, express or implied, to any breach or default of any one or more of the agreements hereof shall be deemed or taken to be a waiver of any succeeding or other breach or default.
- If, after the expiration of this lease, the Tenant shall remain in possession of the premises and continue to pay rent without a written agreement as to such possession, then such tenancy shall be regarded as a month-to-month tenancy, at a monthly rental, payable in advance, equivalent to the last month's rent paid under this lease, and subject to all the terms and conditions of this lease.
- If the premises are left vacant and any part of the rent reserved hereunder is not paid, then the Landlord may, without being obligated to do so, and without terminating this lease, retake possession of the said premises and rent the same for such rent, and upon such conditions as the Landlord may think best, making such changes and repairs as may be required, giving credit for the amount of rent so received less all expenses of such changes and repairs, and the Tenant shall be liable for the balance of the rent herein reserved until the expiration of the term of this lease.
- The Landlord acknowledges receipt of a deposit in the amount of \$ None to be held by the Landlord for the faithful performance of all of the terms, conditions and covenants of this lease. The Landlord may apply the deposit to cure any default under the terms of this lease and shall account to the Tenant for the balance. The Tenant may not apply the deposit hereunder to the payment of the rent reserved hereunder or the performance of other obligations.



15. If the Tenant shall be in arrears in payment of any installment of rent, or any portion thereof, or in default of any other covenants or agreements set forth in this lease, and the default remains uncorrected for a period of three (3) days after the Landlord has given written notice thereof pursuant to applicable law, then the Landlord may, at the Landlord's option, undertake any of the following remedies without limitation: (a) declare the term of the lease ended; (b) terminate the Tenant's right to possession of the premises and reenter and repossess the premises pursuant to applicable provisions of the Colorado Forcible Entry and Detainer Statute; (c) recover all present and future damages, costs and other relief to which the Landlord is entitled; (d) pursue breach of contract remedies; and/or (e) pursue any and all available remedies in law or equity. In the event possession is terminated by a reason of default prior to expiration of the term, the Tenant shall be responsible for the rent occurring for the remainder of the term, subject to the Landlord's duty to mitigate such damages. Pursuant to applicable law [13-40-104(d.5), (e.5) and 13-40-107.5, C.R.S.] which is incorporated by this reference, in the event repeated or substantial default(s) under the lease occur, the Landlord may terminate the Tenant's possession upon a written Notice to Quit, without a right to cure. Upon such termination, the Landlord shall have available any and all of the above-listed remedies.

16. If the property or the premises shall be destroyed in whole or in part by fire, the elements, or other casualty and if, in the sole opinion of the Landlord, they cannot be repaired within ninety (90) days from said injury and the Landlord informs the Tenant of said decision; or if the premises are damaged in any degree and the Landlord informs the Tenant it does not desire to repair same and desires to terminate this lease; then this lease shall terminate on the date of such injury. In the event of such termination, the Tenant shall immediately surrender the possession of the premises and all rights therein to the Landlord; shall be granted a license to enter the premises at reasonable times to remove the Tenant's property; and shall not be liable for rent accruing subsequent to said event. The Landlord shall have the right to immediately enter and take possession of the premises and shall not be liable for any loss, damage or injury to the property or person of the Tenant or occupancy of, in or upon the premises.

If the Landlord repairs the premises within ninety (90) days, this lease shall continue in full force and effect and the Tenant shall not be required to pay rent for any portion of said ninety (90) days during which the premises are wholly unfit for occupancy.

17. In the event any dispute arises concerning the terms of this lease or the non-payment of any sums under this lease, and the matter is turned over to an attorney, the party prevailing in such dispute shall be entitled, in addition to other damages or costs, to receive reasonable attorneys' fees from the other party.

18. In the event any payment required hereunder is not made within ten (10) days after the payment is due, a late charge in the amount of -0- % of the payment will be paid by the Tenant.

19. In the event of a condemnation or other taking by any governmental agency, all proceeds shall be paid to the Landlord hereunder, the Tenant waiving all right to any such payments.

20. This lease is made with the express understanding and agreement that in the event the Tenant becomes insolvent, the Landlord may declare this lease ended, and all rights of the Tenant hereunder shall terminate and cease.

21. The Tenant and the Landlord further agree:

A: That Addendums No. 1 and No. 2 attached are and shall be integral parts of this Lease.

B: That Lessee has the option to cancel this Lease with 30 days' notice to the Lessor anytime after December 21, 2023. Lessee shall not be penalized in any way and will have no obligation to pay rent past the end of the actual vacation month.

This lease shall be subordinate to all existing and future security interests on the premises. All notices shall be in writing and be personally delivered or sent by first class mail, unless otherwise provided by law, to the respective parties. If any term or provision of this lease shall be invalid or unenforceable, the remainder of this lease shall not be affected thereby and shall be valid and enforceable to the full extent permitted by law. This lease shall only be modified by amendment signed by both parties. This lease shall be binding on the parties, their personal representatives, successors and assigns. When used herein, the singular shall include the plural.

Attest: [Signature]  
William C. Barber

BEVERLY BUILDING COMPANY  
Box 101540  
Denver, CO 80250-1540 (303) 781-0692

Attest: \_\_\_\_\_  
Dawn P. Vaughn,  
Board President

DOUGLAS COUNTY LIBRARIES  
100 So. Wilcox Street  
Castle Rock, CO 80104

GUARANTEE

For value received, I guarantee the payment of the rent and the performance of the covenants and agreements by the Tenant in the within lease.

N/A \_\_\_\_\_  
Signature Date

ASSIGNMENT AND ACCEPTANCE

For value received \_\_\_\_\_, assignor, assigns all right, title and interest in and to the within lease to \_\_\_\_\_ assignee, the heirs, successors and assigns of the assignee, with the express understanding and agreement that the assignor shall remain liable for the full payment of the rent reserved and the performance of all the covenants and agreements made in the lease by the Tenant. The assignor will pay the rent and fully perform the covenants and agreements in case the assignee fails to do so. In consideration of this assignment, the assignee assumes and agrees to make all the payments and perform all the covenants and agreements contained in the lease and agreed to by the Tenant.

Assignor \_\_\_\_\_ Date \_\_\_\_\_ Assignee \_\_\_\_\_ Date \_\_\_\_\_

CONSENT OF ASSIGNMENT

Consent to the assignment of the within lease to \_\_\_\_\_ is hereby given, on the express condition, however, that the assignor shall remain liable for the prompt payment of the rent and performance of the covenants on the part of the Tenant as herein mentioned, and that no further assignment of said lease or sub-letting of the premises, or any part thereof, shall be made without further written agreement.

Signature \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

LANDLORD'S ASSIGNMENT

In consideration of One Dollar, in hand paid, I hereby assign to \_\_\_\_\_ my interest in the within lease, and the rent therein reserved.

\_\_\_\_\_  
Landlord Date

ADDENDUM NO. 1  
TO  
LEASE OF SPACE

- 1: Termination upon Non-Appropriation. Notwithstanding anything herein to the contrary, this Business Lease Agreement is subject to and contingent upon funds being appropriated by the Board of Trustees for the Douglas Public Library District for payment of rent on the demised premises for each applicable fiscal year. A fiscal year begins January 1 and ends on December 31. If such funds for rent are not appropriated, the Tenant may terminate this Agreement and be released from any further obligation hereunder upon giving written notice of termination due to non-appropriation of funds. Such termination shall be effective as of the last day of the Tenant's fiscal year for which funds have been appropriated for the Tenant's obligations under this Agreement.
- 2: Use of Hazardous Substances. Landlord acknowledges that Tenant will be using the demised premises for the non-commercial manufacture and repair of furniture used by Tenant in its normal operations. Landlord further acknowledges that the conduct of such activity will include and require the use and storage of Hazardous Substances (e.g. stains, varnish, adhesives, finish removers, etc.) and by these presents, Landlord grants its expressed authorization for the use and storage of such Hazardous Substances on the demised premises, subject to the terms and conditions of such use and storage found in Addendum No. 2 to the Lease Agreement.



ADDENDUM NO. 2  
TO  
LEASE OF SPACE

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- 1: No Waste or Impairment of Value: Tenant covenants and agrees that nothing shall be done or kept on the Demised Premises or the Property which might impair the value of the Demised Premises or the Property, or which would constitute waste.
- 2: No Hazardous Use: Tenant covenants and agrees that nothing shall be done or kept on the Demised Premises or the Property and that no improvements, changes, alterations, additions, maintenance or repairs shall be made to the Demised Premises which might be unsafe or hazardous to any person or property.
- 3: No Structural or Electrical Overloading: Tenant covenants and agrees that nothing shall be done or kept on the Demised Premises or the Building and that no improvements, changes, alterations, additions, maintenance or repairs shall be made to the Demised Premises which might interfere with electric or electronic equipment in the Building or on any adjacent or nearby property. In the event of violations hereof, Tenant covenants and agrees to immediately remedy the violation at Tenant's expense and in compliance with all requirements of governmental authorities and insurance underwriters.
- 4: No Nuisance, Noxious, or Offensive Activity: Tenant covenants and agrees that no noxious or offensive activity shall be carried on upon the Demised Premises or the Property nor shall anything be done or kept on the Demised Premises or the Property which may be or may become a public or private nuisance or which may cause embarrassment, disturbance, or annoyance to others in the Building or on adjacent or nearby property.
- 5: No Annoying Lights, Sounds or Odors: Tenant covenants and agrees that no light shall be emitted from the Demised Premises which is unreasonably bright or causes unreasonable glare; no sound shall be emitted from the Demised Premises which is unreasonably loud or annoying; and no odor shall be emitted from the Demised Premises which is or might be offensive to persons in adjacent or nearby property.
- 6: No Unsightliness: Tenant covenants and agrees that no unsightliness shall be permitted on the Demised Premises or the Property which is visible from any adjacent or nearby property. Without limiting the generality of the foregoing, all unsightly conditions, equipment, objects and conditions shall be kept enclosed within the Demised Premises; no refuse, scrap, debris, garbage, trash, bulk materials or waste shall be kept, stored or allowed to accumulate on the Demised Premises or the Property except as may be enclosed within the Demised Premises; all pipes, wires, poles, antennas and other facilities for utilities or the transmission or reception of audio or visual signals or electricity shall be kept and maintained underground or enclosed within the Demised Premises or appropriately screened from view; and no temporary structure shall be placed or permitted on the Demised Premises or the Property without the prior written consent of Landlord.
- 7: No Animals: Tenant covenants and agrees that no animals shall be permitted or kept on the Demised Premises of the Property.
- 8: Restriction on Signs and Exterior Lighting: Tenant covenants and agrees that no signs or advertising devices of any nature shall be erected or maintained by Tenant on the Demised Premises or the Property and no exterior lighting shall be permitted on the Demised Premises or the Property except as approved in writing by the Landlord.
- 9: No Violation of Covenants: Tenant covenants and agrees not to commit, suffer or permit any violation of any covenant, condition or restriction affecting the Demised Premises or the Property.
- 10: Restriction on Changes and Alterations: Tenant covenants and agrees not to improve, change, alter, add to, remove or demolish any improvements on the Demised Premises ("Changes"), without the prior written

consent of the Landlord which consent shall not be unreasonably withheld, and unless Tenant complies with all conditions which may be imposed by the Landlord, in its sole discretion, in connection with such consent; and unless Tenant pays to Landlord the reasonable costs and expenses of the Landlord for architectural, engineering or other consultants which may be reasonably incurred by the Landlord in determining whether to approve any such Changes. If such consent is given, no such Changes shall be permitted unless Tenant shall have procured and paid for all necessary permits and authorizations from any governmental authorities having jurisdiction; unless such Changes will not reduce the value of the Property, and will not affect or impair existing insurance on the Property; and unless Tenant, at Tenant's sole cost and expense, shall maintain or cause to be maintained workmen's compensation insurance covering all persons employed in connection with the work and obtains liability insurance covering any loss or damage to persons or property arising in connection with any such Changes and such other insurance or bonds as Landlord may reasonably require. Tenant covenants and agrees that any such Changes approved by Landlord shall be completed with due diligence and in a good and workmanlike fashion and in compliance with all conditions imposed by Landlord and all applicable permits, authorizations, laws, ordinances, orders, rules and regulations or governmental authorities having jurisdiction and that the costs and expenses with respect to such Changes shall be paid promptly when due and that the Changes shall be accomplished free of liens of mechanics and materialmen. Tenant covenants and agrees that all such Changes shall become the property of the Landlord at the expiration of the Lease Term or, if Landlord so requests, Tenant shall, at or prior to expiration of the Lease Term and at its sole cost and expense, remove such Changes and restore the Demised Premises to their condition prior to such Changes.

**DATE:** 10-19-2022

**AGENDA ITEM:** Public utility easements for new Castle Rock library

**PERSON(S) RESPONSIBLE:** Rick O'Dell/Dave Anderson

**EXECUTIVE SUMMARY:**

Douglas County Libraries (DCL) and Fransen Pittman (FP), DCL's general contractor, are requesting the Board grant the seven (7) attached easements to be recorded as a matter of public record.

The attached six (6) public utilities easements and one (1) public right of way easement will allow utility service providers to connect natural gas, electricity, domestic water, sanitary sewer, landscape irrigation water line, voice and data connectivity, a continuation of an existing 10' public utility easement and a maintenance access path to the bio-swale/ground water retention pond located at the southwest corner of the property, all required to complete, open and operate the new building.

The attached easements will grant non-exclusive permanent rights for use by the specified 3<sup>rd</sup> party public utilities granting them the right to install and maintain said services.

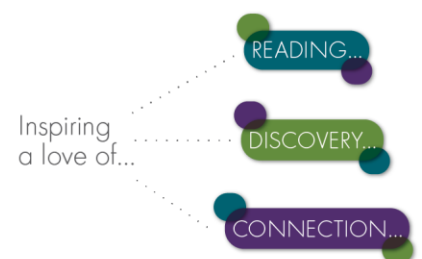
Said easements' locations and public utility entities are identified in the attached color coded marked-up site plan.

Failure to grant these easements will negatively impact Fransen Pittman's schedule and cost and not allow for a Certificate of Occupancy required to open the new building to the public. These easements will not negatively impact the value of the property, the new branch or adjoining properties, such as DCL's retail center immediately south of PSM, and will not hamper with the ability to sell said retail center.

NOTE: The attached CORE easement, color coded yellow on the site plan, Comcast easement, color coded green on the site plan, and Castle Rock Water landscape irrigation water line easement, color coded RED on the site plan, are awaiting DCL Attorney's approval.

**FISCAL IMPACT:**

DCL Attorney's fees for review of new easements.



**STAFF RECOMMENDATION:**

We recommend the Board approve these easements with the Town of Castle Rock, Castle Rock Water, CORE, Black Hills Gas and Comcast as reviewed and approved by DCL's Attorneys.

**MOTION:**

I move to approve the utility easements and grant the Town of Castle Rock, Castle Rock Water, CORE, Black Hills Gas and Comcast permanent, non-exclusive easements at the locations and per the dimensions specified in each legal description in the attached individual Exhibit A or legal description allowing the Town and said public utilities to connect, maintain and provide services necessary and required to open and operate the new building.

1 File Name:  
(1) 72552-DESC-21(Public Access Easement-Orange)\_2022-04-04

9 File Name:  
(5) 72552-DESC-21(Water\_2)\_2022-04-04

PHELPS ST.  
ROW= 50'

Irrigation Easement

**LEGEND**

- 1 Public Access Easement
- 2 DCL VACATION EASEMENT - BOARD APPROVED
- 3 DCL VACATION EASEMENT - BOARD APPROVED
- 4 Connection / Continuation of Existing 10' Drainage & Utility Easement
- 5 Water and Gas
- 6 Comcast routing & Connection
- 7 Core Electric routing & Connection
- 8 Storm and Detention Pond
- 9 Irrigation Meter/ Connection

**PHILIP S MILLER LIBRARY**  
FFE=6208.67' (ARCH 100'-0")

4 File Name:  
(4) 72552-DESC-21(Storm\_2)\_2022-04-04

6 File Name:  
(9) 72552-DESC-21(Comcast)\_2022-10-14

Comcast- IDF Easement

5 File Name:  
(5) 72552-DESC-21(Water & Gas)\_2022-04-04

7 File Name:  
(8) 72552-DESC-21(Transformer)\_2022-10-14

8 File Name:  
(6) 72552-DESC-21(Rain Garden)\_2022-04-04

Transformer Easement (CORE)

**UTILITY NOTES:**

- CONTRACTOR TO FIELD VERIFY ALL EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. REFER TO GENERAL NOTES FOR UTILITY LOCATION AND PROTECTION.
- ALL DRY UTILITY AND ELECTRIC DESIGNS ARE PROVIDED BY OTHERS AND SHOWN FOR REFERENCE ONLY. SEE MEP PLANS AND SPECIFICATIONS AND COORDINATE WITH ALL UTILITY OWNERS AS NEEDED.
- CONTRACTOR TO MARK ALL UTILITY STUBS WITH MARKERS.

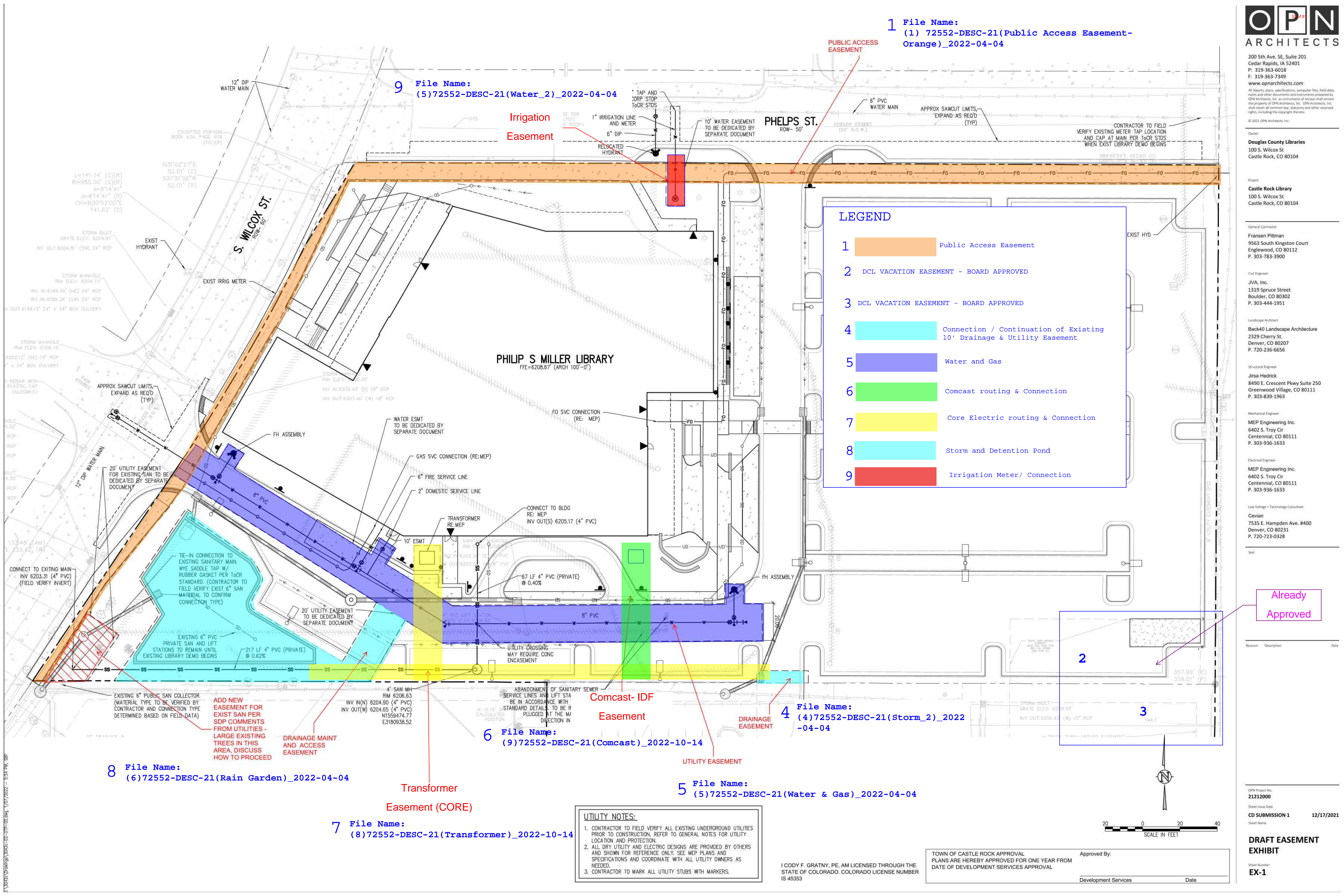
I CODY F. GRATNY, PE, AM LICENSED THROUGH THE STATE OF COLORADO. COLORADO LICENSE NUMBER IS 45353

TOWN OF CASTLE ROCK APPROVAL  
PLANS ARE HEREBY APPROVED FOR ONE YEAR FROM DATE OF DEVELOPMENT SERVICES APPROVAL

Approved By: \_\_\_\_\_  
Development Services \_\_\_\_\_ Date \_\_\_\_\_



Already Approved



# EXHIBIT "A"

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 11,  
TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,  
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO  
SHEET 1 OF 3

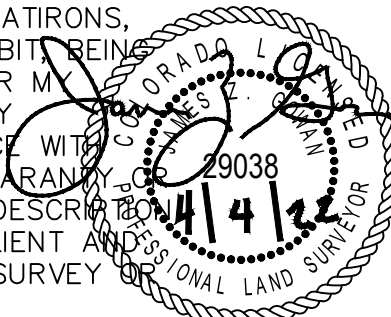
A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE NORTHERLY LINES OF LOTS 1 AND 2, CASTLE PLAZA SOUTH—FIRST AMENDMENT, AS DESCRIBED IN THE RECORDS OF DOUGLAS COUNTY, RECORDED ON SEPTEMBER 20, 1976 AT RECEPTION NO. 9651124, TO BEAR NORTH 89°49'59" WEST, A DISTANCE OF 633.38 FEET BETWEEN A FOUND #5 REBAR (NO CAP) AT THE NORTHEASTERLY CORNER OF SAID LOT 2 AND A FOUND CHISELED CROSS AT THE NORTHWESTERLY CORNER OF SAID LOT 1, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

BEGINNING AT THE SOUTHWESTERLY CORNER OF BLOCK 1, FIRST AMENDED PLAT OF CASTLE PLAZA SUBDIVISION, AS DESCRIBED IN THE RECORDS OF DOUGLAS COUNTY, RECORDED ON JUNE 09, 1976 AT RECEPTION NO. 170542, THENCE ALONG THE WESTERLY LINE OF SAID BLOCK 1, NORTH 34°10'21" EAST, A DISTANCE OF 133.48 FEET TO A POINT OF CURVATURE; THENCE 141.74 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 985.00 FEET, AN INCLUDED ANGLE OF 08°14'41" AND SUBTENDED BY A CHORD BEARING NORTH 30°03'00" EAST, A DISTANCE OF 141.62 FEET TO A POINT; THENCE ALONG SAID WESTERLY LINE OF SAID BLOCK 1 NORTH 31°02'27" EAST, A DISTANCE OF 52.01 FEET TO THE NORTHWESTERLY CORNER OF SAID BLOCK 1; THENCE ALONG THE NORTHERLY LINE OF SAID BLOCK 1, SOUTH 89°49'59" EAST, A DISTANCE OF 462.60 FEET TO THE NORTHEASTERLY CORNER OF SAID BLOCK 1; THENCE ALONG THE WESTERLY LINE OF SAID BLOCK 1, SOUTH 00°23'51" WEST, A DISTANCE OF 10.17 FEET TO A POINT; THENCE DEPARTING SAID WESTERLY LINE, NORTH 89°49'59" WEST, A DISTANCE OF 220.70 FEET; THENCE NORTH 89°34'25" WEST, A DISTANCE OF 95.09 FEET; THENCE NORTH 89°25'41" WEST, A DISTANCE OF 5.87 FEET; THENCE NORTH 89°26'32" WEST, A DISTANCE OF 31.42 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 113.07 FEET; THENCE SOUTH 25°37'38" WEST, A DISTANCE OF 59.29 FEET; THENCE SOUTH 27°55'19" WEST, A DISTANCE OF 27.97 FEET; THENCE SOUTH 30°11'40" WEST, A DISTANCE OF 72.99 FEET; THENCE SOUTH 29°44'15" WEST, A DISTANCE OF 28.24 FEET; THENCE SOUTH 35°24'55" WEST, A DISTANCE OF 11.33 FEET; THENCE SOUTH 39°31'41" WEST, A DISTANCE OF 53.24 FEET; THENCE SOUTH 33°00'04" WEST, A DISTANCE OF 61.66 FEET; THENCE NORTH 89°49'59" WEST, A DISTANCE OF 5.60 FEET TO THE SOUTHWESTERLY CORNER OF SAID BLOCK 1 AND THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 6,376 SQ.FT. OR 0.15 ACRES, MORE OR LESS.

I, JAMES Z. GOWAN, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS PARCEL DESCRIPTION AND ATTACHED EXHIBIT BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE, ARE ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND ARE NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. SAID PARCEL DESCRIPTION AND EXHIBIT WERE PREPARED AT THE REQUEST OF THE CLIENT AND ARE NOT INTENDED TO REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATE STATUTE.



JAMES Z. GOWAN  
COLORADO P.L.S. #29038  
VICE PRESIDENT, FLATIRONS, INC.

JOB NUMBER: 19-72,552  
DRAWN BY: S. SILVA  
DATE: APRIL 04, 2022

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.

**Flatirons, Inc.**  
Land Surveying Services



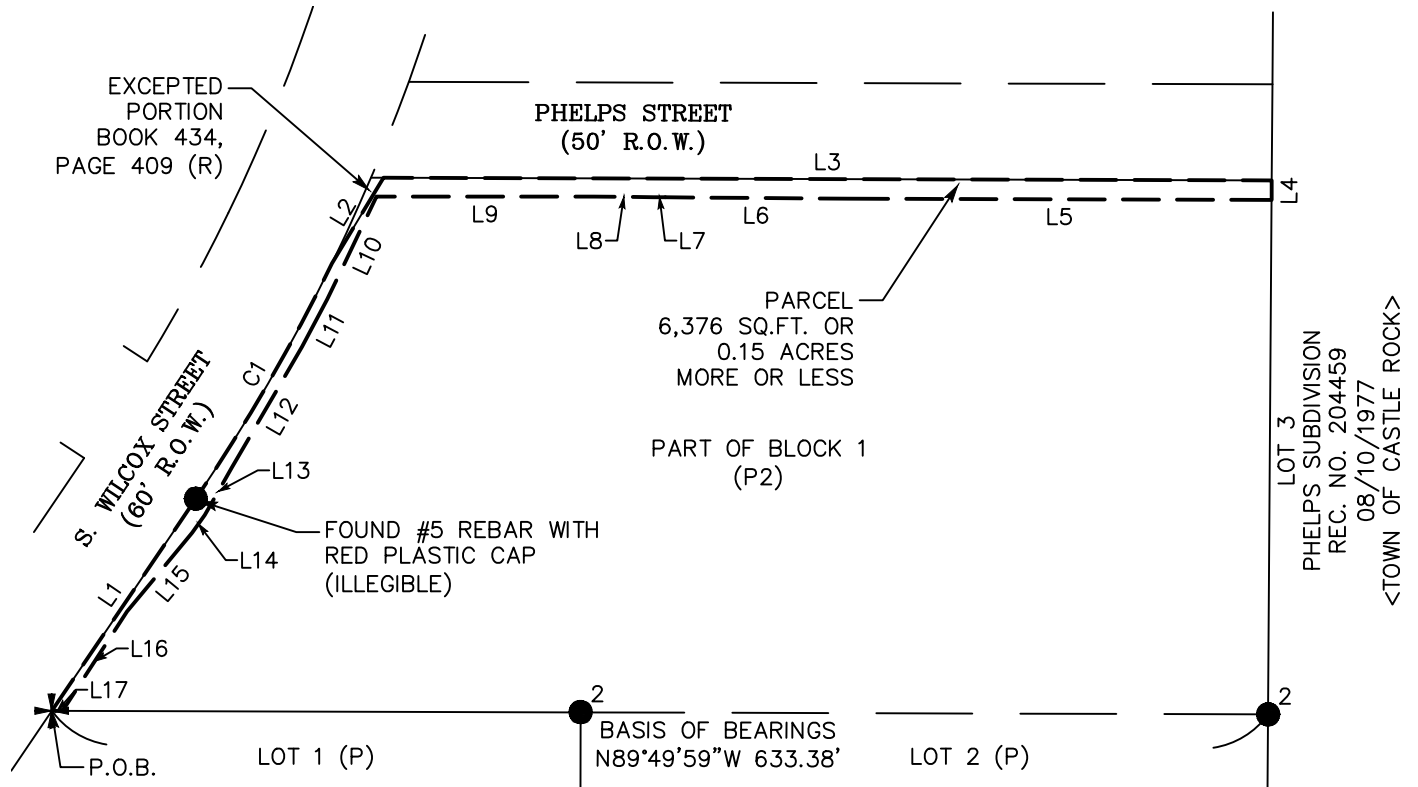
3825 IRIS AVE, STE 395  
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PH: (303) 443-7001  
FAX: (303) 443-9830  
[www.FlatironsInc.com](http://www.FlatironsInc.com)

BY:SSILVA FILE:72552-DESC-C21 (ACCESS).DWG DATE:4/7/2022 10:17 AM

# EXHIBIT "A"

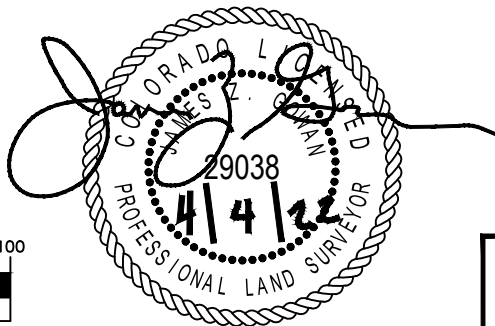
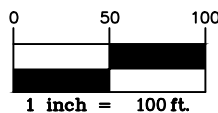
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 11,  
TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,  
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO

SHEET 2 OF 3



## Legend

- ✦ FOUND CHISELED CROSS
  - FOUND MONUMENT AS DESCRIBED
  - <sup>2</sup> FOUND #5 REBAR (NO CAP)
  - (P) AS PER THE PLAT OF CASTLE PLAZA SOUTH—FIRST AMENDMENT REC. NO. 9651124 09/20/1996
  - (P2) AS PER THE PLAT OF FIRST AMENDED PLAT OF CASTLE PLAZA SUBDIVISION REC. NO. 170542 06/09/1976
  - (R) AS PER RECORD INFORMATION AT REC. NO. LSP-3459 12/10/2002
- P.O.B. POINT OF BEGINNING



JOB NUMBER: 19-72,552  
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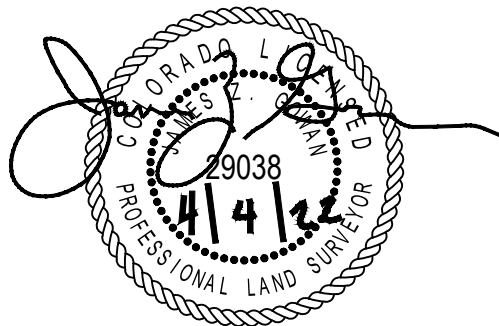
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TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,  
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO

SHEET 3 OF 3

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N34°10'21"E	133.48
L2	N31°02'27"E	52.01
L3	S89°49'59"E	462.60
L4	S00°23'51"W	10.17
L5	N89°49'59"W	220.70
L6	N89°34'25"W	95.09
L7	N89°25'41"W	5.87
L8	N89°26'32"W	31.42
L9	N90°00'00"W	113.07

LINE TABLE		
LINE #	DIRECTION	LENGTH
L10	S25°37'38"W	59.29
L11	S27°55'19"W	27.97
L12	S30°11'40"W	72.99
L13	S29°44'15"W	28.24
L14	S35°24'55"W	11.33
L15	S39°31'41"W	53.24
L16	S33°00'04"W	61.66
L17	N89°49'59"W	5.60

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	141.74	985.00	8°14'41"	N30°03'00"E	141.62



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TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,  
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO  
SHEET 1 OF 2

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

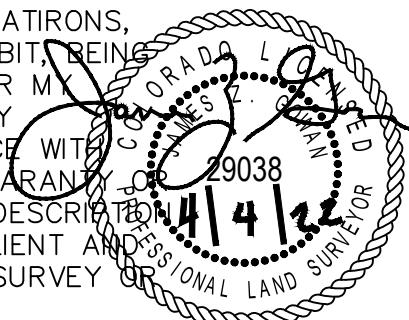
CONSIDERING THE NORTHERLY LINES OF LOTS 1 AND 2, CASTLE PLAZA SOUTH—FIRST AMENDMENT, AS DESCRIBED IN THE RECORDS OF DOUGLAS COUNTY, RECORDED ON SEPTEMBER 20, 1976 AT RECEPTION NO. 9651124, TO BEAR NORTH 89°49'59" WEST, A DISTANCE OF 633.38 FEET BETWEEN A FOUND #5 REBAR (NO CAP) AT THE NORTHEASTERLY CORNER OF SAID LOT 2 AND A FOUND CHISELED CROSS AT THE NORTHWESTERLY CORNER OF SAID LOT 1, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE SOUTHWESTERLY CORNER OF BLOCK 1, FIRST AMENDED PLAT OF CASTLE PLAZA SUBDIVISION, AS DESCRIBED IN THE RECORDS OF DOUGLAS COUNTY, RECORDED ON JUNE 09, 1976 AT RECEPTION NO. 170542, THENCE ALONG A SOUTHERLY LINE OF SAID BLOCK 1, SOUTH 89°49'59" EAST, A DISTANCE OF 374.60 FEET TO A POINT ON SAID NORTHERLY LINE SAID LOT 2 OF SAID PLAT OF CASTLE PLAZA SOUTH—FIRST AMENDMENT BEING THE POINT OF BEGINNING.

THENCE DEPARTING SAID SOUTHERLY LINE OF SAID BLOCK 1, NORTH 63°10'0"27 EAST, A DISTANCE OF 14.52 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 25.47 FEET THENCE SOUTH 00°10'01" WEST, A DISTANCE OF 6.67 FEET TO A POINT ON SAID NORTHERLY LINE OF SAID LOT 2; THENCE ALONG SAID NORTHERLY LINE OF SAID LOT 2, NORTH 89°49'59" WEST, A DISTANCE OF 38.42 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 211 SQ.FT. MORE OR LESS.

I, JAMES Z. GOWAN, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS PARCEL DESCRIPTION AND ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE, ARE ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND ARE NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. SAID PARCEL DESCRIPTION AND EXHIBIT WERE PREPARED AT THE REQUEST OF THE CLIENT AND ARE NOT INTENDED TO REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATE STATUTE.



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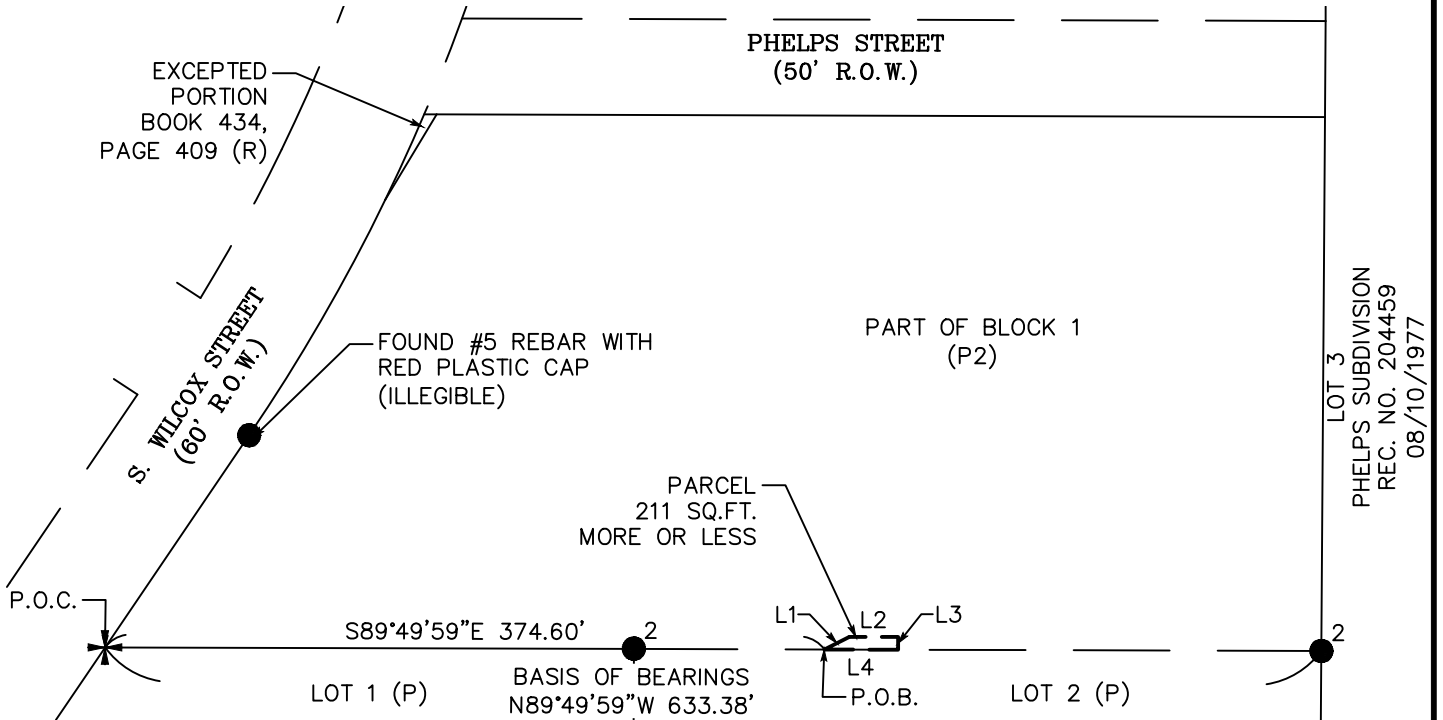
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TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO

SHEET 2 OF 2



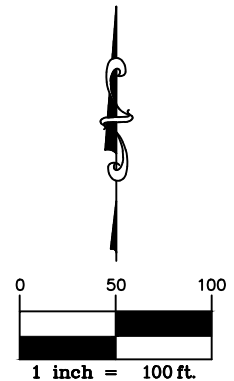
## Legend

- ✚ FOUND CHISELED CROSS
- FOUND MONUMENT AS DESCRIBED
- <sup>2</sup> FOUND #5 REBAR (NO CAP)
- (P) AS PER THE PLAT OF CASTLE PLAZA SOUTH—FIRST AMENDMENT REC. NO. 9651124 09/20/1996
- (P2) AS PER THE PLAT OF FIRST AMENDED PLAT OF CASTLE PLAZA SUBDIVISION REC. NO. 170542 06/09/1976
- (R) AS PER RECORD INFORMATION AT REC. NO. LSP-3459 12/10/2002

P.O.C. POINT OF COMMENCEMENT

P.O.B. POINT OF BEGINNING

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N63°10'27"E	14.52
L2	N90°00'00"E	25.47
L3	S00°10'01"W	6.67
L4	N89°49'59"W	38.42



JOB NUMBER: 19-72,552  
DRAWN BY: S. SILVA  
DATE: APRIL 04, 2022

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TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO  
SHEET 1 OF 3

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE NORTHERLY LINES OF LOTS 1 AND 2, CASTLE PLAZA SOUTH-FIRST AMENDMENT, AS DESCRIBED IN THE RECORDS OF DOUGLAS COUNTY, RECORDED ON SEPTEMBER 20, 1976 AT RECEPTION NO. 9651124, TO BEAR NORTH 89°49'59" WEST, A DISTANCE OF 633.38 FEET BETWEEN A FOUND #5 REBAR (NO CAP) AT THE NORTHEASTERLY CORNER OF SAID LOT 2 AND A FOUND CHISELED CROSS AT THE NORTHWESTERLY CORNER OF SAID LOT 1, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE SOUTHWESTERLY CORNER OF BLOCK 1, FIRST AMENDED PLAT OF CASTLE PLAZA SUBDIVISION, AS DESCRIBED IF THE RECORDS OF DOUGLAS COUNTY, RECORDED ON JUNE 09, 1976 AT RECEPTION NO. 170542; THENCE ALONG THE WESTERLY LINE OF SAID BLOCK 1, NORTH 34°10'21" EAST, A DISTANCE OF 133.48 FEET TO A POINT OF CURVATURE; THENCE 0.12 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 985.00 FEET, AN INCLUDED ANGLE OF 00°00'25" AND SUBTENDED BY A CHORD BEARING NORTH 34°10'08" EAST, A DISTANCE OF 0.12 FEET TO THE POINT OF BEGINNING.

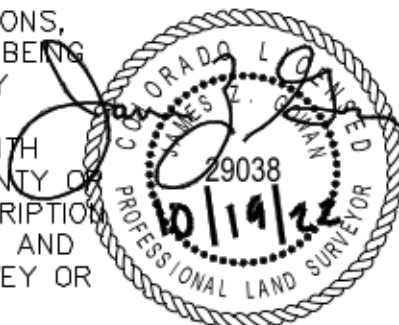
THENCE ALONG SAID WESTERLY LINE, 20.01 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 985.00 FEET, AN INCLUDED ANGLE OF 01°09'50" AND SUBTENDED BY A CHORD BEARING NORTH 33°35'01" EAST, A DISTANCE OF 20.01 FEET TO A POINT; THENCE DEPARTING SAID WESTERLY LINE, SOUTH 57°53'44" EAST, A DISTANCE OF 16.08 FEET; THENCE NORTH 32°06'16" EAST, A DISTANCE OF 9.83 FEET; THENCE SOUTH 57°53'44" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 32°06'16" WEST, A DISTANCE OF 9.83 FEET; THENCE SOUTH 57°53'38" EAST, A DISTANCE OF 88.70; THENCE NORTH 29°29'01" EAST, A DISTANCE OF 12.43; THENCE SOUTH 60°30'59" EAST, A DISTANCE OF 10.00; THENCE SOUTH 29°30'00" WEST, A DISTANCE OF 12.89; THENCE SOUTH 57°53'57" EAST, A DISTANCE OF 38.59; THENCE NORTH 89°38'30" EAST, A DISTANCE OF 146.19 FEET; THENCE NORTH 00°16'11" EAST, A DISTANCE OF 10.63 FEET; THENCE SOUTH 89°43'49" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 00°05'23" WEST, A DISTANCE OF 10.43 FEET; THENCE NORTH 89°52'11" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 00°18'16" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 89°37'26" WEST, A DISTANCE OF 172.03 FEET; THENCE NORTH 57°53'44" WEST, A DISTANCE OF 169.72 FEET TO A POINT ON SAID WESTERLY LINE OF SAID BLOCK 1 AND THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 7,040 SQ.FT. OR 0.16 ACRES, MORE OR LESS.

I, JAMES Z. GOWAN, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS PARCEL DESCRIPTION AND ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE, ARE ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND ARE NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED. SAID PARCEL DESCRIPTION AND EXHIBIT WERE PREPARED AT THE REQUEST OF THE CLIENT AND ARE NOT INTENDED TO REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATE STATUTE.

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COLORADO P.L.S. #29038  
VICE PRESIDENT, FLATIRONS, INC.

JOB NUMBER: 19-72,552  
DRAWN BY: S. SILVA/TDH  
DATE: APRIL 04, 2022  
REVISED: OCTOBER 19, 2022



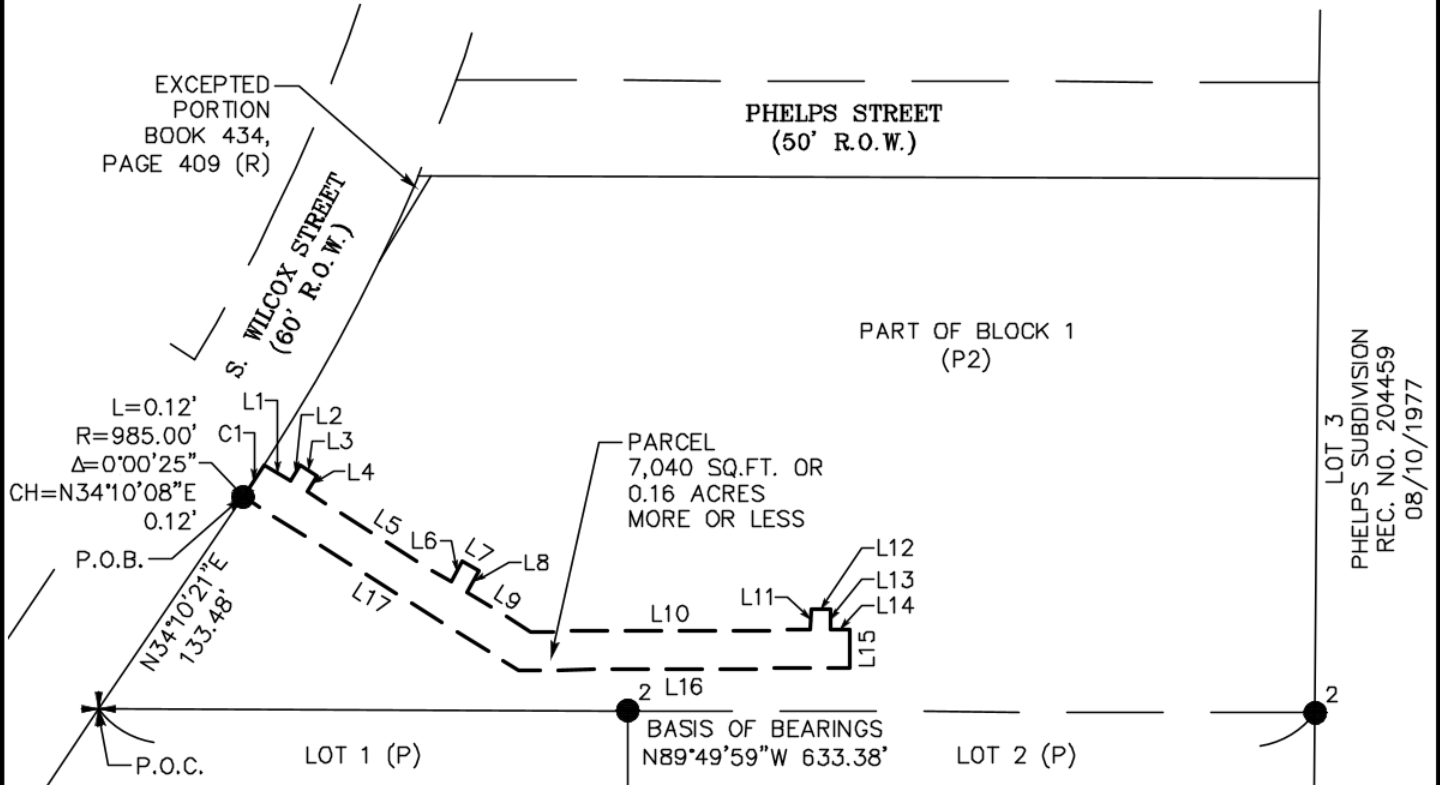
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TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO

SHEET 2 OF 3

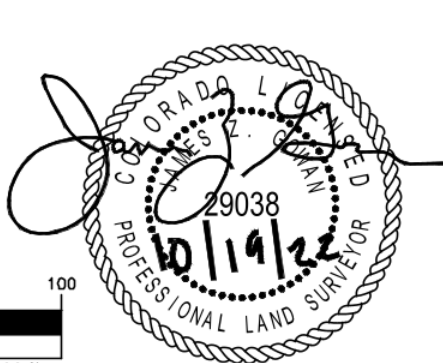
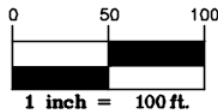


## Legend

- ✚ FOUND CHISELED CROSS
- FOUND #5 REBAR WITH RED PLASTIC CAP (ILLEGIBLE)
- <sup>2</sup> FOUND #5 REBAR (NO CAP)
- (P) AS PER THE PLAT OF CASTLE PLAZA SOUTH—FIRST AMENDMENT REC. NO. 9651124 09/20/1996
- (P2) AS PER THE PLAT OF FIRST AMENDED PLAT OF CASTLE PLAZA SUBDIVISION REC. NO. 170542 06/09/1976
- (R) AS PER RECORD INFORMATION AT REC. NO. LSP-3459 12/10/2002
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING

BY:THENDERSON FILE:72552-DESC-C21 (WATER\_1).DWG DATE:10/19/2022 8:22 AM

JOB NUMBER: 19-72,552  
DRAWN BY: S. SILVA/TDH  
DATE: APRIL 04, 2022  
REVISED: OCTOBER 19, 2022



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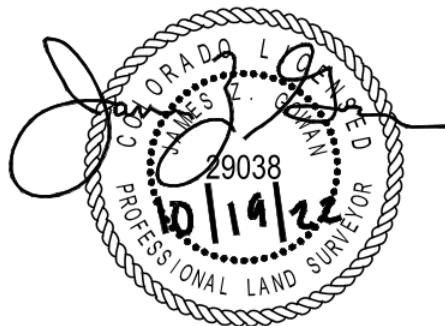
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TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,  
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO

SHEET 3 OF 3

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S57°53'44"E	16.08
L2	N32°06'16"E	9.83
L3	S57°53'44"E	10.00
L4	S32°06'16"W	9.83
L5	S57°53'38"E	88.70
L6	N29°29'01"E	12.43
L7	S60°30'59"E	10.00
L8	S29°30'00"W	12.89
L9	S57°53'57"E	38.59

LINE TABLE		
LINE #	DIRECTION	LENGTH
L10	N89°38'30"E	146.19
L11	N00°16'11"E	10.63
L12	S89°43'49"E	10.00
L13	S00°05'23"W	10.43
L14	N89°52'11"E	10.00
L15	S00°18'16"E	20.00
L16	S89°37'26"W	172.03
L17	N57°53'44"W	169.72

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	20.01	985.00	1°09'50"	N33°35'01"E	20.01



JOB NUMBER: 19-72,552  
DRAWN BY: S. SILVA/TDH  
DATE: APRIL 04, 2022  
REVISED: OCTOBER 19, 2022

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**DAVID E. ARCHER & ASSOCIATES, INC.**<sup>62 of 81</sup>  
**PROFESSIONAL LAND SURVEYORS & ENGINEERS**

105 Wilcox Street \* Castle Rock, CO 80104  
PHONE (303) 688-4642 \* FAX (303) 688-4675 \* karcher@davidearcher.com

October 19, 2022  
Job No.22-1741

**PROPERTY DESCRIPTION: COMCAST EASEMENT**

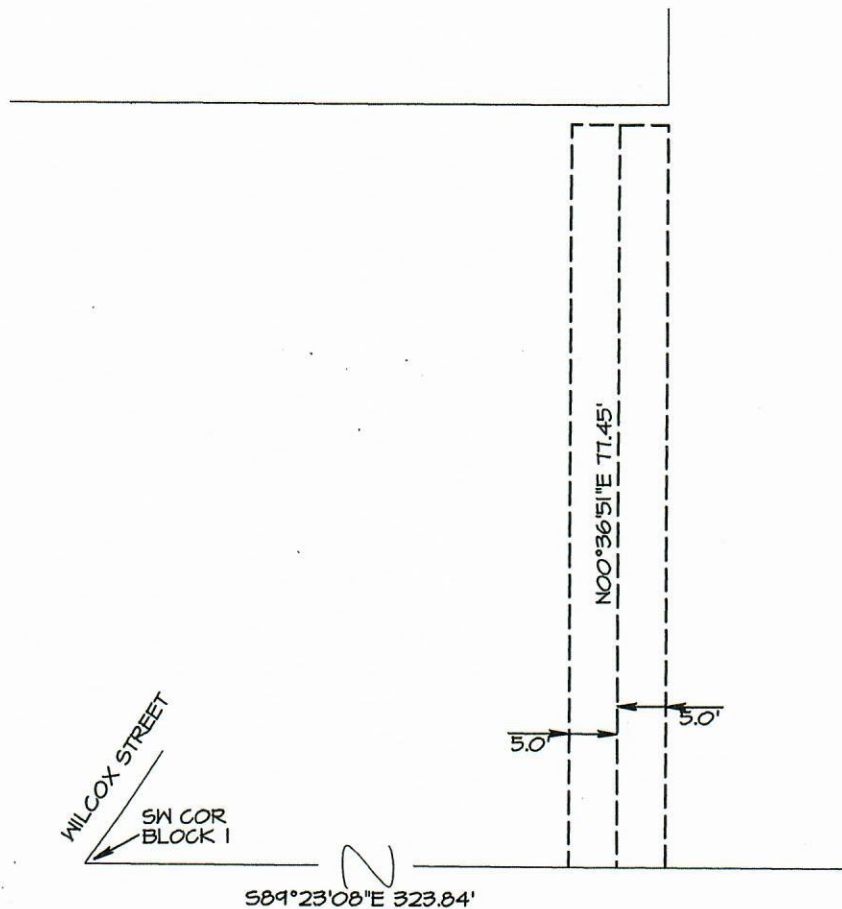
A 10.00' wide easement situated in Block 1, First Amended Plat of Castle Plaza, in Sections 11, Township 8 South, Range 67 West of the 6<sup>th</sup> P.M. Douglas County, Colorado, which centerline is more particularly described as follows:  
Commencing at the Southwest corner of Block 1 and considering the South line to bear S 89°23'08"E with all bearings contained herein relative thereto;  
Thence S 89°23'08"E along said South line a distance of 323.84 feet to the point of beginning;  
Thence N 00°36'51"E a distance of 77.45 feet to the point of terminus;

This description was prepared under the direct supervision of Johnny Calvin Hicks, PLS36570, for and on behalf of David E. Archer and Associates, Inc

# COMCAST EASEMENT EXHIBIT

## BLOCK 1, FIRST AMENDED PLAT OF CASTLE PLAZA

In Section 11, Township 8 South, Range 67 West,  
6th P.M., Douglas County, Colorado



WILCOX STREET  
SW COR  
BLOCK 1

Signed Johnny Calvin Hicks 0036670  
 JOHNNY CALVIN HICKS  
 PROFESSIONAL LAND SURVEYOR  
 10/19/22

Johnny Calvin Hicks  
 for and on behalf of  
 David E. Archer & Assoc., Inc.



SCALE: 1"=20'
DATE: 10-19-22
REVISIONS





**DAVID E. ARCHER & ASSOCIATES, INC.** <sup>64 of 81</sup>  
**PROFESSIONAL LAND SURVEYORS & ENGINEERS**

105 Wilcox Street \* Castle Rock, CO 80104  
PHONE (303) 688-4642 \* FAX (303) 688-4675 \* karcher@davidearcher.com

October 19, 2022  
Job No.22-1741

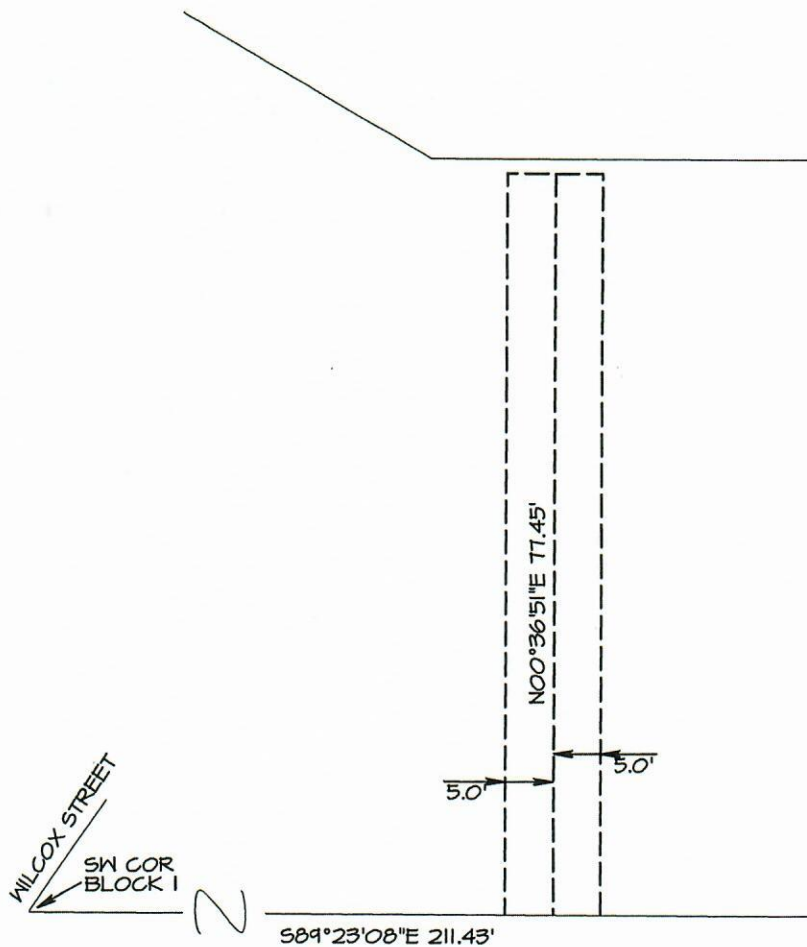
**PROPERTY DESCRIPTION: CORE EASEMENT**

A 10.00' wide easement situated in Block 1, First Amended Plat of Castle Plaza, in Sections 11, Township 8 South, Range 67 West of the 6<sup>th</sup> P.M. Douglas County, Colorado, which centerline is more particularly described as follows:  
Commencing at the Southwest corner of Block 1 and considering the South line to bear S 89°23'08"E with all bearings contained herein relative thereto;  
Thence S 89°23'08"E along said South line a distance of 211.43 feet to the point of beginning;  
Thence N 00°36'51"E a distance of 77.45 feet to the point of terminus;

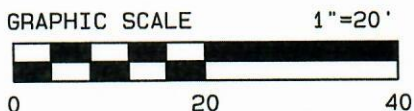
This description was prepared under the direct supervision of Johnny Calvin Hicks, PLS36570, for and on behalf of David E. Archer and Associates, Inc



**CORE EASEMENT EXHIBIT**  
**BLOCK 1, FIRST AMENDED PLAT OF CASTLE PLAZA**  
 In Section 11, Township 8 South, Range 67 West,  
 6th P.M., Douglas County, Colorado



Signed *Johnny Calvin Hicks*  
 0038570-6  
 10/19/22  
 Johnny Calvin Hicks  
 for and on behalf of  
 David E. Archer & Assoc., Inc.



SCALE: 1"=20'
DATE: 10-19-22
REVISIONS



# EXHIBIT "A"

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 11,  
TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,  
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO  
SHEET 1 OF 3

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

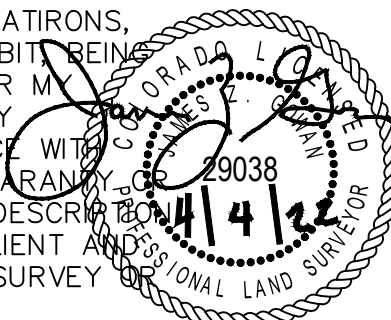
CONSIDERING THE NORTHERLY LINES OF LOTS 1 AND 2, CASTLE PLAZA SOUTH—FIRST AMENDMENT, AS DESCRIBED IN THE RECORDS OF DOUGLAS COUNTY, RECORDED ON SEPTEMBER 20, 1976 AT RECEPTION NO. 9651124, TO BEAR NORTH 89°49'59" WEST, A DISTANCE OF 633.38 FEET BETWEEN A FOUND #5 REBAR (NO CAP) AT THE NORTHEASTERLY CORNER OF SAID LOT 2 AND A FOUND CHISELED CROSS AT THE NORTHWESTERLY CORNER OF SAID LOT 1, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE SOUTHWESTERLY CORNER OF BLOCK 1, FIRST AMENDED PLAT OF CASTLE PLAZA SUBDIVISION, AS DESCRIBED IN THE RECORDS OF DOUGLAS COUNTY, RECORDED ON JUNE 09, 1976 AT RECEPTION NO. 170542, THENCE ALONG A SOUTHERLY LINE OF SAID BLOCK 1, SOUTH 89°49'59" EAST, A DISTANCE OF 43.72 FEET TO THE POINT OF BEGINNING.

THENCE DEPARTING SAID SOUTHERLY LINE OF SAID BLOCK 1, NORTH 34°10'21" EAST, A DISTANCE OF 43.25 FEET; THENCE NORTH 29°52'23" WEST, A DISTANCE OF 22.17 FEET; THENCE NORTH 34°10'21" EAST, A DISTANCE OF 45.15 FEET; THENCE SOUTH 55°49'39" EAST, A DISTANCE OF 3.50 FEET; THENCE SOUTH 34°10'21" WEST, A DISTANCE OF 2.60 FEET THENCE SOUTH 55°49'39" EAST, A DISTANCE OF 38.87 FEET TO A POINT OF CURVATURE; THENCE 4.96 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 11.00 FEET, AN INCLUDED ANGLE OF 25°49'39" AND SUBTENDED BY A CHORD BEARING SOUTH 42°54'50" EAST, A DISTANCE OF 4.92 FEET; THENCE SOUTH 30°00'00" EAST, A DISTANCE OF 5.92 FEET TO A POINT OF CURVATURE; THENCE 6.28 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 6.00 FEET, AN INCLUDED ANGLE OF 60°00'00" AND SUBTENDED BY A CHORD BEARING SOUTH 00°00'00" EAST, A DISTANCE OF 6.00 FEET; THENCE SOUTH 30°00'00" WEST, A DISTANCE OF 9.67 FEET TO A POINT OF CURVATURE; THENCE 6.27 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 4.00 FEET, AN INCLUDED ANGLE OF 89°49'59" AND SUBTENDED BY A CHORD BEARING SOUTH 14°54'59" EAST, A DISTANCE OF 5.65 FEET; THENCE SOUTH 59°49'59" EAST, A DISTANCE OF 54.51 FEET; THENCE NORTH 30°00'00" EAST, A DISTANCE OF 36.58 FEET; THENCE SOUTH 57°53'44" EAST, A DISTANCE OF 18.01 FEET; THENCE SOUTH 30°00'00" WEST, A DISTANCE OF 38.06 FEET TO A POINT ON SAID SOUTHERLY LINE OF SAID BLOCK 1; THENCE ALONG SAID SOUTHERLY LINE, NORTH 89°49'59" WEST, A DISTANCE OF 136.77 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 6,556 SQ.FT. OR 0.15 ACRES, MORE OR LESS.

I, JAMES Z. GOWAN, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS PARCEL DESCRIPTION AND ATTACHED EXHIBIT BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE, ARE ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND ARE NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. SAID PARCEL DESCRIPTION AND EXHIBIT WERE PREPARED AT THE REQUEST OF THE CLIENT AND ARE NOT INTENDED TO REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATE STATUTE.



JAMES Z. GOWAN  
COLORADO P.L.S. #29038  
VICE PRESIDENT, FLATIRONS, INC.

JOB NUMBER: 19-72,552  
DRAWN BY: S. SILVA  
DATE: APRIL 04, 2022

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Land Surveying Services

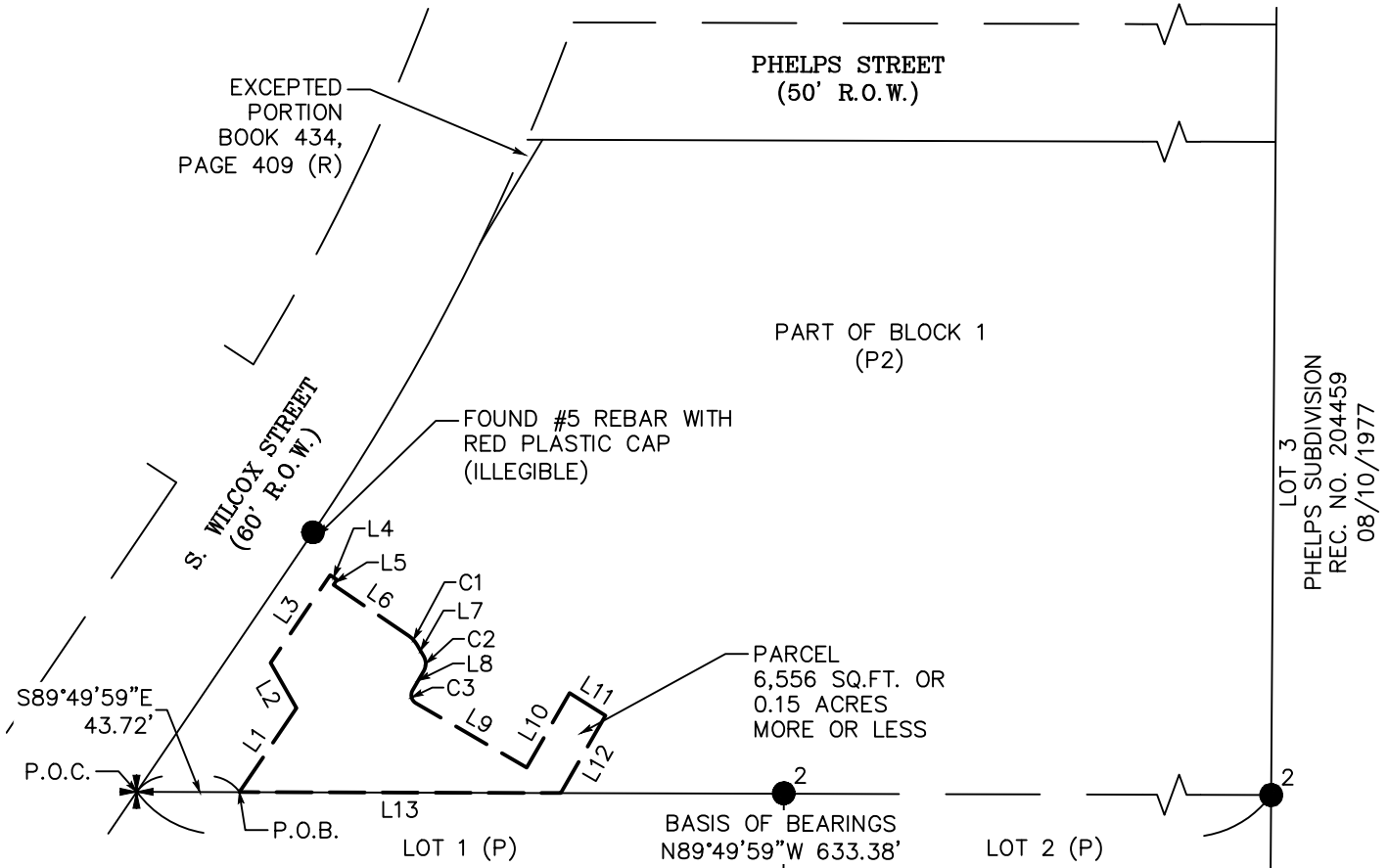


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# EXHIBIT "A"

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TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO

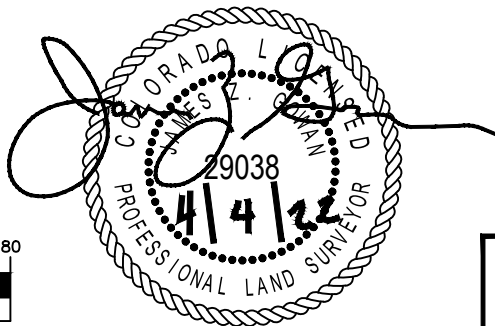
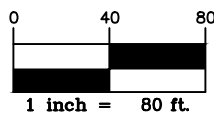
SHEET 2 OF 3



LOT 3  
PHELPS SUBDIVISION  
REC. NO. 204459  
08/10/1977

## Legend

- FOUND CHISELED CROSS
- FOUND MONUMENT AS DESCRIBED
- FOUND #5 REBAR (NO CAP)
- (P) AS PER THE PLAT OF CASTLE PLAZA SOUTH—FIRST AMENDMENT REC. NO. 9651124 09/20/1996
- (P2) AS PER THE PLAT OF FIRST AMENDED PLAT OF CASTLE PLAZA SUBDIVISION REC. NO. 170542 06/09/1976
- (R) AS PER RECORD INFORMATION AT REC. NO. LSP-3459 12/10/2002
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING



JOB NUMBER: 19-72,552  
DRAWN BY: S. SILVA  
DATE: APRIL 04, 2022

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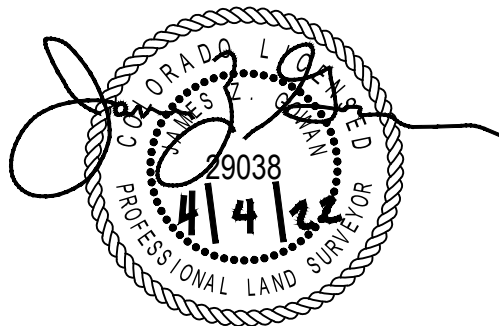
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TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO

SHEET 3 OF 3

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N34°10'21"E	43.25
L2	N29°52'23"W	22.17
L3	N34°10'21"E	45.15
L4	S55°49'39"E	3.50
L5	S34°10'21"W	2.60
L6	S55°49'39"E	38.87
L7	S30°00'00"E	5.92

LINE TABLE		
LINE #	DIRECTION	LENGTH
L8	S30°00'00"W	9.67
L9	S59°49'59"E	54.51
L10	N30°00'00"E	36.58
L11	S57°53'44"E	18.01
L12	S30°00'00"W	38.06
L13	N89°49'59"W	136.77

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	4.96	11.00	25°49'39"	S42°54'50"E	4.92
C2	6.28	6.00	60°00'00"	S00°00'00"W	6.00
C3	6.27	4.00	89°49'59"	S14°54'59"E	5.65



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DRAWN BY: S. SILVA  
DATE: APRIL 04, 2022

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TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO  
SHEET 1 OF 2

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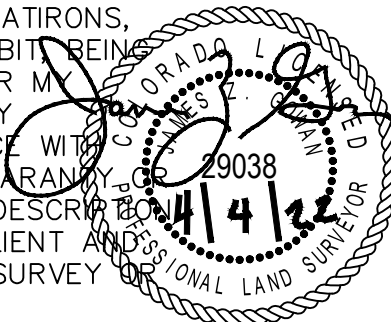
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COMMENCING AT THE SOUTHWESTERLY CORNER OF BLOCK 1, THENCE NORTH 50°45'24" EAST, A DISTANCE OF 438.01 FEET TO A POINT ON A NORTHERLY LINE OF SAID BLOCK 1 AND THE POINT OF BEGINNING.

THENCE ALONG SAID NORTHERLY LINE OF SAID BLOCK 1, SOUTH 89°49'59" EAST, A DISTANCE OF 10.00 FEET TO A POINT; THENCE DEPARTING SAID NORTHERLY LINE, SOUTH 00°00'00" EAST, A DISTANCE OF 22.37 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 22.40 FEET TO A POINT ON SAID NORTHERLY LINE OF SAID BLOCK 1 AND THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 224 SQ.FT., MORE OR LESS.

I, JAMES Z. GOWAN, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS PARCEL DESCRIPTION AND ATTACHED EXHIBIT BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE, ARE ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND ARE NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. SAID PARCEL DESCRIPTION AND EXHIBIT WERE PREPARED AT THE REQUEST OF THE CLIENT AND ARE NOT INTENDED TO REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATE STATUTE.



JAMES Z. GOWAN  
COLORADO P.L.S. #29038  
VICE PRESIDENT, FLATIRONS, INC.

JOB NUMBER: 19-72,552  
DRAWN BY: S. SILVA  
DATE: APRIL 04, 2022

**Flatirons, Inc.**  
Land Surveying Services



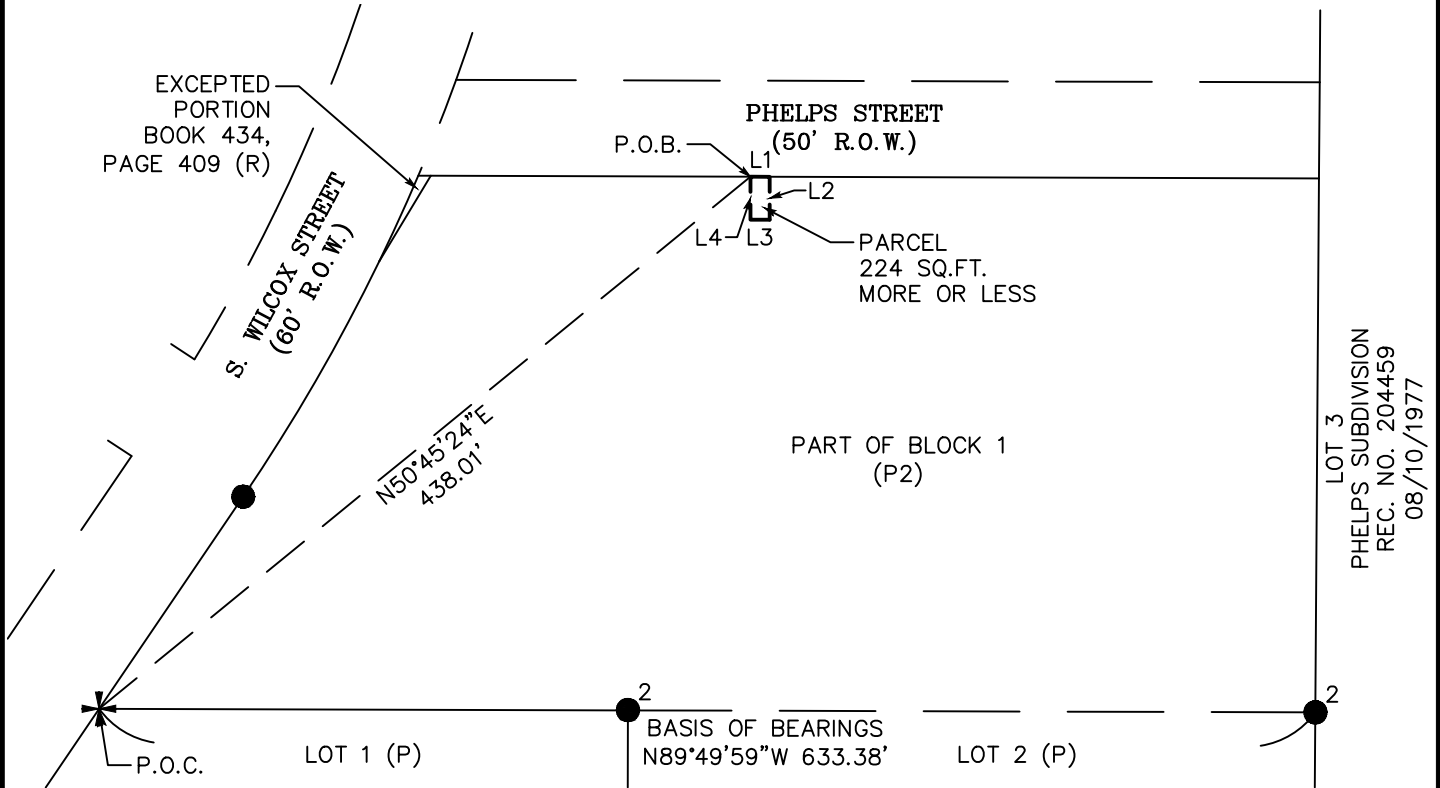
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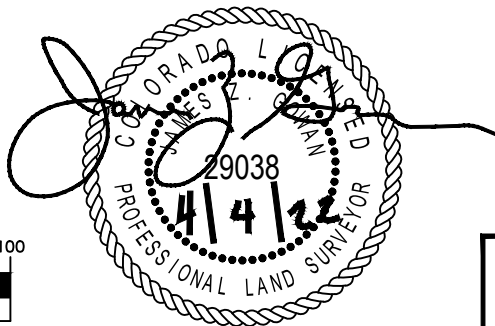
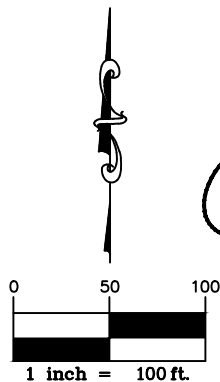
SHEET 2 OF 2



### Legend

- ✚ FOUND CHISELED CROSS
- FOUND #5 REBAR WITH RED PLASTIC CAP (ILLEGIBLE)
- <sup>2</sup> FOUND #5 REBAR (NO CAP)
- (P) AS PER THE PLAT OF CASTLE PLAZA SOUTH—FIRST AMENDMENT REC. NO. 9651124 09/20/1996
- (P2) AS PER THE PLAT OF FIRST AMENDED PLAT OF CASTLE PLAZA SUBDIVISION REC. NO. 170542 06/09/1976
- (R) AS PER RECORD INFORMATION AT REC. NO. LSP—3459 12/10/2002
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S89°49'59"E	10.00
L2	S00°00'00"E	22.37
L3	N90°00'00"W	10.00
L4	N00°00'00"E	22.40



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**DATE:** October 26, 2022

**AGENDA ITEM:** Board authorization to adopt the State Archivist Records Retention Manual for Special Districts.

**DISCUSSION:** While Douglas County Libraries has followed the State Archivist Records Retention Manual for Special Districts we have never formally adopted the manual. Staff is wanting to adopt the manual in support of succession planning and ensuring that records retention is institutionalized and formalized in the district. Additionally, legal counsel advises this adoption, and gave us the resolution template. You can find the manual at: <https://archives.colorado.gov/records-management/special-districts-records-management>

**RECOMMENDATION:** We recommend that the library board adopt the State Archivist Records Retention Manual for Special Districts.

**BUDGET IMPACT:** There is no budget impact to adopting the manual. We are however, spending \$6,100 in 2022 working with an organizational consultant who is doing a records retention audit and a plan for the district to institutionalize records retention. This work will be complete before the end of the year.

**MOTION:** I move to approve Resolution 22-10-01, formally adopting the State Archivist Records Retention Manual for Special Districts.

**PERSON(S) RESPONSIBLE:** Bob Pasicznyuk, Executive Director

**ATTACHMENT:** Resolution 22-10-01

DOUGLAS COUNTY LIBRARIES  
BOARD OF TRUSTEES  
RESOLUTION NO. 2022-10-01

A RESOLUTION ADOPTING THE COLORADO RECORDS RETENTION MANUAL

WHEREAS, the Douglas County Libraries (the "DCL"), acting by and through its Board of Trustees (the "Board") recognizes a need for a comprehensive records retention schedule for the DCL's non-permanent records and the retention of those records that have long-term administrative, fiscal and historical value; and

WHEREAS, the Colorado State Archives has developed a state-wide records retention schedule in cooperation with the Colorado Special District Association, the Colorado Attorney General's Office and the State Auditor's Office for special districts to use and follow.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE DOUGLAS COUNTY LIBRARIES OF DOUGLAS COUNTY, COLORADO AS FOLLOWS:

Section 1. The Board hereby adopts the Colorado Special Districts Records Management Manual (the "Manual") and all subsequent revisions thereto.

Section 2. The Board authorizes the DCL executive staff to submit a request to the Colorado State Archives to adopt the Manual. Approval from the State Archivist provides legal authority for the destruction and preservation of the DCL records pursuant to Section 24-80-101, *et seq.*, C.R.S. and the Manual.

Section 3. All Resolutions of the Board inconsistent with this Resolution are hereby repealed to the extent of such inconsistency and all actions of the officers, agents and employees of the DCL which are in furtherance of or in conformance with the purposes and intent of this Resolution are hereby in all respects ratified, approved and confirmed.

RESOLVED this 26 day of October, 2022.

DOUGLAS COUNTY LIBRARIES

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

Dawn P. Vaughn, President

Attest:

\_\_\_\_\_  
TR Nolan, Secretary



## Douglas County Libraries

### 2023 Budget Message

This 2023 budget positions Douglas County Libraries (DCL) to continue its success story despite the financial headwinds that our economy is facing.

For the first time in over a decade, DCL's revenues are expected to decline slightly due to Colorado legislation passed in 2022 to lower property taxes, and declining ownership taxes tied to the sale of automobiles.

Despite these hurdles, the 2023 budget ensures that DCL will:

- Preserve core Library services such as premium customer care, bespoke events, premium collections, and clean, contemporary, and safe facilities;
- Continue to invest in staff as our most valuable resource that sustains us at a high level;
- Continue to meet its debt obligations;
- Complete the construction of 65,000 square foot library and district support facility in Castle Rock;
- Pursue strategic initiatives that will position DCL for continued success in our community and with our partners in Douglas County.

We'd like to thank DCL's friends and neighbors for their continued faith in us as a partner working to maintain and improve the high quality of life that Douglas County is known for across the nation.

Respectfully submitted,

David Anderson, Director of Finance

# Douglas County Libraries

## Description of Services

Douglas County Libraries serves a population of approximately 373,275 Douglas County residents at libraries in Castle Pines, Castle Rock, Highlands Ranch, Lone Tree, Louviers, Parker, Roxborough, and online at DCL.org. Services may be divided into the following broad categories:

### **Circulation**

Circulation consists of the provision of books, e-books, periodicals, audios, videos, and other library content for lending use to the public. In 2022, we had total circulation of 4,233,438 through August. We continue to be in the top libraries in the state of Colorado. Our holds service accounts for about 15% of our annual circulation.

### **Online Services**

Virtual services continue to grow in breadth and use. In 2022, from January-August, we had 1,493,417 visits to our website, and 1,323,944 visits to our catalog. During the same time period, downloadable materials, including music, books and audiobooks, accounted for 33% of total circulation.

We offer self-paced online learning programs on languages and computer software, real-time homework and resume help, plus access to full-text magazine and journal articles for students of all ages. Our online databases were used more than 140,800 times in the first nine months of 2022.

### **Community Gathering Spaces**

The library serves as a key community gathering place. We welcomed nearly 1,009,953 visitors at our seven locations from January through September 2022. Our public computers and wireless access offer a comfortable environment in which to work, study, stay up with current events, or keep in touch with friends. Visitors used our wireless services 22% more in the first six months of 2022 than in same months of 2021.

Civic groups, groups planning special events, nonprofits, and organizations of all kinds used our popular meeting rooms. Most of our libraries offer small meeting rooms that double as office space, tutoring classrooms, or just a quiet place to contemplate or meet friends.

### **Inspiring Reading**

Douglas County Libraries places a strong emphasis on encouraging lifelong reading habits. Staff members train and focus on making book recommendations for people of all ages. Our staff collaborates with customers to determine their likes and dislikes and recommend good reads. Through our conversations, displays, events and promotion of reading, Douglas County community members are introduced to new authors and experiences. Many staff have advanced skills in recommending suitable reading level materials for young people. From picture books to early readers, to research and recreational reading, staff recommend the appropriate books to advance and challenge young readers. The library also hosts a number of book clubs for readers to critically explore stories and discuss their meanings in their lives.

### **Storytime**

January-August of 2022 we offered 3,279 children's events, including virtual and outdoor events, that reached more than 97,700 attendees. Storytime attendance alone accounted for 79,911 attendees. Staff trained in preparing children to read emphasize narrative, vocabulary, rhyming and song in a fun and interactive environment that enlivens minds and introduces young people and their caregivers to the joy of reading. The early literacy skills that children learn in Storytime help them translate words to images, develop their brains, and nurture the cognitive, emotional and social skills they need to develop the habits of lifelong learners. We extend this program beyond the library locations with library outreach and Book Start, in which staff and volunteers read and tell stories at child daycare centers and schools in Douglas County. Our Cuddle Up & Read service encourages parents of new babies to get baby a library card and begin reading together from day one.

### **Reference Services**

Our staff members provide informational and research assistance to thousands of customers each year. In the first nine months of this year, we answered 95,225 reference questions.

Through in-person interviews, phone requests, instant messaging, email, and community interviews, staff respond to requests for information in a timely fashion with well-researched answers. Our collection of current and in-depth reference materials supplements staff efforts and supports the community's interest in pursuing answers on their own. Our DCL for Business service offers dedicated staff and resources trained to support the needs of entrepreneurs and small businesses with timely market analysis, in-depth research, and business startup plans.

### **Inspiring Connection: Events**

Library events address a variety of interests and are designed to meet the needs of all age groups. Summer Reading 2022 reached almost 14,000 participants. In addition to Storytimes, children's events employ a wide variety of techniques and activities to allow young children to explore new ideas and develop advanced skills. From pairing teens with struggling young readers, to group reading comprehension competitions, to fun hands-on science experiments, young people have many opportunities to advance their skills in a safe environment. Teen events engage young people in creative activities, such as writing, photography, games and cosplay. Adults benefit from programs and events that highlight adult literacy, high school equivalency (HSE), English as a second language (ESL), local economic development and current affairs, and technology literacy. Family events, such as Storybook Holiday, offer ways for people to connect and celebrate, all while making lifetime memories. Author events give customers the opportunity to mingle with writers, celebrate reading, and hear authors read from their latest works.

### **Community Engagement**

Douglas County Libraries strives to create connections throughout our community to help it continue to thrive. We deliver engaging events, offer hospitality services and meeting spaces, build strong civic, community and business partnerships, and provide meaningful community outreach. Our staff ensure DCL is connected with our community and seek to find new and meaningful ways to support the growth of our community. As we build partnerships with our government partners, schools, local businesses, and community nonprofits, we promote library services and work to keep DCL's brand strong within the community we serve.

### **Library Content**

Our process for selecting materials for our collections is three-pronged and includes centralized collection development, input from staff, and use of materials requests by customers. Online materials requests allow community-driven purchases and borrowing from other libraries. We received 3,885 customer materials requests from January-September 2022. Of those, 29% were fulfilled by interlibrary loan (ILL) and 38% led to DCL purchases. Throughout the first nine months of 2022 via Prospector/ILL, we loaned 11,327 items, while our customers borrowed 29,600 items.

**DCL Archives & Local History**

This entity collects and preserves the history of Douglas County in order to provide historical research resources to the public through reference assistance and events in the library, in schools, and for historical societies. Archivists connect with customers in the library and via outreach, a robust website, and social media.

**Volunteers**

Volunteers numbered over 1,095 in the first nine months of 2022. Opportunities to work with adult learners and help with book sales, shelving, reading to children and seniors, and preservation of local history make our volunteer opportunities a vibrant service that also provides job skills, personal growth, and community involvement.

**Net Promoter Score**

In 2022, we continued measuring the degree to which our customers would recommend or promote DCL to friends and family. Through September, we received 2,405 survey responses with an NPS of 85 (out of 100); 1,874 respondents included positive remarks, including 745 positive comments about staff and customer experience, and 758 positive comments about the collection. As of September 2022, over 59.6% of Douglas County households included at least one DCL cardholder.



	2021	2022		2023		2023 vs. 2022 Growth
	Actual	Forecast (As of Aug 31)	% Revenue	Budget	% Revenue	
<b>Revenues</b>						
Property Taxes	\$29,655,129	\$32,483,888	92%	\$32,482,359	92%	(0%)
Auto Ownership Taxes	2,888,807	1,693,636	5%	1,568,000	4%	(7%)
Contributions/Grants	264,404	407,105	1%	305,932	1%	(25%)
Charges for Services	566,869	592,277	2%	514,402	1%	(13%)
Interest Income	38,739	262,022	1%	268,859	1%	3%
<b>Total Revenue</b>	<b>\$33,413,948</b>	<b>\$35,438,928</b>	<b>100%</b>	<b>\$35,139,552</b>	<b>100%</b>	<b>(1%)</b>
<b>Operating Expenditures</b>						
Salaries and Wages	\$12,774,046	\$13,596,482	38%	\$15,552,540	44%	14%
Benefits	1,287,945	1,581,455	4%	1,358,987	4%	(14%)
PERA	1,745,243	1,913,268	5%	2,098,191	6%	10%
Library Content	3,847,342	3,966,442	11%	3,934,530	11%	(1%)
Facilities	1,673,773	1,884,909	5%	2,338,387	7%	24%
Technology Equipment & 3rd-Party Services	1,360,864	1,556,405	4%	1,841,551	5%	18%
Library Programs & Outreach	822,131	1,213,590	3%	1,259,677	4%	4%
District-Wide Support Costs	742,823	1,148,944	3%	1,002,825	3%	(13%)
Capital Maintenance Projects	702,701	1,157,500	3%	632,781	2%	(45%)
Other Operating Expenditures	0	7,239	0%			
<b>Subtotal Operating Expenditures</b>	<b>\$24,956,868</b>	<b>\$28,026,234</b>	<b>79%</b>	<b>\$30,019,469</b>	<b>85%</b>	<b>7%</b>
Debt Service	\$2,013,425	\$2,012,625	6%	\$2,011,625	6%	(0%)
County Treasurer Tax Collection Fee	445,259	487,184	1%	487,235	1%	0%
<b>Total Operating, Interest &amp; Fee Expenditures</b>	<b>\$27,415,553</b>	<b>\$30,526,043</b>	<b>86%</b>	<b>\$32,518,329</b>	<b>93%</b>	<b>7%</b>
<b>Revenues Over (Under) Operating Expenditures</b>	<b>\$5,998,395</b>	<b>\$4,912,885</b>	<b>14%</b>	<b>\$2,621,223</b>	<b>7%</b>	<b>(47%)</b>
<b>Non-Operating Revenues (Expenditures)</b>						
Lease Income (Expense), net	\$108,853	\$2,139	0%	\$0	0%	0%
Lease to Purchase	\$196,844	\$0		\$0	0%	0%
Capital Improvement Projects	(1,344,115)	(18,293,000)	52%	(7,691,735)	22%	(58%)
<b>Total Non-Operating Revenues (Expenditures)</b>	<b>(\$1,038,418)</b>	<b>(\$18,290,861)</b>	<b>52%</b>	<b>(\$7,691,735)</b>	<b>22%</b>	<b>(58%)</b>
<b>Total Revenues Over (Under) Total Expenditures</b>	<b>\$4,959,977</b>	<b>(\$13,377,976)</b>	<b>(38%)</b>	<b>(\$5,070,512)</b>	<b>(14%)</b>	<b>(62%)</b>



**2023 Budget**  
**Maintenance & Improvement Projects**  
**For Projects over \$5,000 and a life of greater than one year**

	<u>Original Budget</u>
<b><u>Operating Expenditures: Maintenance Projects</u></b>	
<b>District IT: B100</b>	
PC Replacement	175,000
District servers replacement	98,100
Wireless Access Points-HI and PA	40,000
Selfcheck Kiosk lease	49,181
Jamex replacements	7,000
People Counter Upgrades	30,000
Subtotal	399,281
<b>District-Wide: B100</b>	
Miscellaneous concrete & asphalt repairs	40,000
Replace dead/struggling landscaping	30,000
Security study	60,000
Multi-Gen Additions	3,000
Re-Upholstering	60,000
Meeting Room Chairs Maintenance	16,000
Subtotal	209,000
<b>Castle Pines: B200</b>	
Front-of-house (patron) furnishings	2,700
Subtotal	2,700
<b>Parker: B600</b>	
Indoor Playscapes	20,000
Subtotal	20,000
<b>Roxborough: B800</b>	
Re-Upholstering	1,800
Subtotal	1,800
<b>Total Maintenance Projects</b>	<b>\$632,781</b>
<b><u>Non-Operating Expenditures: Improvement Projects</u></b>	
<b>Castle Rock:</b>	
New Branch Building	6,638,251
Furniture, Fixtures, Equipment & Information Technology	1,053,484
<b>Total Improvement Projects</b>	<b>\$7,691,735</b>
<b>Grand Total Maintenance and Improvements</b>	<b>\$8,324,516</b>



## 2023 Budget Report Key Assumptions (\$ 000's)

Property Taxes	Growth rate of 0.2%, based on Certification of Valuation by Douglas County Assessor. Property values are reassessed in odd-numbered years (i.e. 2021). Since property taxes are paid in arrears, DCL realizes the impact of reappraisal in even numbered years.										
Auto ownership taxes	Based on historic growth in receipts; validated against auto industry forecasts which show decreasing sales in 2023.										
Contributions & Grants	(27%) decline vs. 2022 forecast, includes the following: <table border="0" style="margin-left: 40px;"> <tr> <td style="padding-right: 10px;">\$0</td> <td>American Rescue Plan Act of 2021 (ARPA) grant; grant not renewed in 2023.</td> </tr> <tr> <td style="padding-right: 10px;">\$90,962</td> <td>Colorado Department of Education grant;</td> </tr> <tr> <td style="padding-right: 10px;">\$49,970</td> <td>e-rate program grant (funded thru FCC fees charged to companies providing telecommunications services);</td> </tr> <tr> <td style="padding-right: 10px;">\$25,000</td> <td>grant from Douglas County Libraries Foundation;</td> </tr> <tr> <td style="padding-right: 10px;">\$140,000</td> <td>unrestricted grant from PSM Endowment.</td> </tr> </table>	\$0	American Rescue Plan Act of 2021 (ARPA) grant; grant not renewed in 2023.	\$90,962	Colorado Department of Education grant;	\$49,970	e-rate program grant (funded thru FCC fees charged to companies providing telecommunications services);	\$25,000	grant from Douglas County Libraries Foundation;	\$140,000	unrestricted grant from PSM Endowment.
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\$25,000	grant from Douglas County Libraries Foundation;										
\$140,000	unrestricted grant from PSM Endowment.										
Charges for Services	-7% decline based primarily on reduced book fines and room rentals, offset by increases in lost and paid materials, photocopy fees and entry fees.										
Interest Income	Reflects 0.50% interest rate on ColoTrust liquid investments, less budgeted expenditure of \$7.7M in 2023 on the PSM build project.										
Employee Benefits	Reflects a 16% decrease in overall benefits, driven by an 32% decrease in health insurance resulting from switching to new health insurance provider.  PERA retirement increase of 10% primarily reflects increase in salaries & wages.										
Capital Projects	The Castle Rock branch replacement project carries allowances for owner soft costs of \$0.4M and an owner contingency of \$1.1M.										
Salaries & Wages:	Reflects an annual increase of 8%. As of August 31, 2022, DCL reported 177 compensated Full Time Equivalent (FTE) employees. The 2023 budget assumes 190 compensated FTE's, which is an 7% increase in FTE's.										



**2023 Budget Report**  
**Key Assumptions (\$ 000's)**

## Salaries &amp; Wages

2023 Budget	% Budget	
\$ 119,232	1%	Branch Operations
\$ 1,546,934	9%	Branch Services
\$ 2,363,512	14%	Customer Experience
\$ 1,904,111	11%	Materials Handling
\$ 2,461,688	15%	Youth & Family Services
<b>\$ 8,395,476</b>	<b>50%</b>	<b>Subtotal Customer Experience</b>
\$ 0	0%	Community Engagement Operations
\$ 465,701	3%	Community Services & Partnerships
\$ 290,693	2%	Events & Hospitality
\$ 476,596	3%	Marketing & Communications
\$ 594,861	4%	Special Events
\$ 335,837	2%	Visual Design, Arts, & Archives
\$ 335,455	2%	Volunteer Services
<b>\$ 2,499,143</b>	<b>15%</b>	<b>Subtotal Community Engagement</b>
\$ 1,027,144	6%	Executive
\$ 0	0%	Finance Operations
\$ 336,443	2%	Accounting Operations
\$ 99,134	1%	Procurement
\$ 111,242	1%	Budgeting
<b>\$ 546,819</b>	<b>3%</b>	<b>Subtotal Finance</b>
\$ 61,956	0%	Infrastructure Services Operations
\$ 1,229,468	7%	Collection Services
\$ 370,634	2%	Facilities
\$ 334,803	2%	Human Resources
\$ 578,605	3%	Information Technology
\$ 417,496	2%	Learning & Development
<b>\$ 2,992,962</b>	<b>18%</b>	<b>Subtotal Infrastructure Services</b>
\$ 90,996	1%	PTO Payout, On Call/ Standby, Call Back, Retroactive, Severance
0	0%	Bonus
<b>\$ 15,552,540</b>	<b>93%</b>	<b>Total DCL</b>



**PUBLIC NOTICE  
NOTICE AS TO PROPOSED 2023 BUDGET**

NOTICE IS HEREBY GIVEN that a proposed budget has been submitted to the Board of Trustees of the Douglas County Libraries for the year 2023. A copy of such proposed budget has been filed in the administrative offices of the Douglas County Libraries, 100 S. Wilcox Street, Castle Rock, CO where same is open for public inspection. The proposed budget will be considered at the regular meeting of the Douglas County Libraries Board of Trustees to be held on Wednesday, December 7, 2022 at 7:00 p.m. at the Castle Rock Library, 100 S. Wilcox St, Castle Rock, CO.

Any interested elector of the Douglas County Libraries may inspect the proposed budget and file or register any objections at any time prior to the final adoption of the budget.

Dated: October 13, 2022

**BY ORDER OF THE BOARD OF TRUSTEES  
DOUGLAS COUNTY LIBRARIES**

By: /Robert Pasicznyuk/  
Robert Pasicznyuk  
Executive Library Director