

## DOUGLAS COUNTY LIBRARIES BOARD BUSINESS MEETING

Wednesday, February 26, 2025, 5:30 p.m., Philip and Jerry Miller Library, Castle Rock, CO

<b>Agenda Topic</b>	<b>Presenter</b>	<b>Page</b>
<b>Call meeting to Order</b>	Terry Nolan	
<b>Attendance</b>		
<b>Public Comment</b>		
<b>Consent Agenda Recommendation(s) Memo</b>	Terry Nolan	<a href="#">3</a>
1. Minutes 01/29/25 Business Meeting		<a href="#">4</a>
2. Budget Policy Update, 2 <sup>nd</sup> Reading		<a href="#">8</a>
3. Budgeted Capital Expenditure PC Replacements		<a href="#">12</a>
4. Budgeted Capital Expenditure Highlands Ranch Public Elevator		<a href="#">13</a>
<b>Library Business</b>	Terry Nolan	
<i>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.</i>		
<u>Action Items</u>		
• Parker Confluence Easements		<a href="#">14</a>
• Sterling Ranch Memorandum of Understanding for new library		<a href="#">48</a>
<u>Executive Library Director Update</u>	Bob Pasicznyuk	<a href="#">57</a>
• Annual Volunteer Report		
• Quarterly KPI		
• Quarterly Strategic Plan Update		
<b>Partner Reports</b>		
• Partnership of Douglas County Governments		
• Douglas County Youth Initiative		
• Foundation		
<b>Trustee Comments</b>		
<b>Upcoming Board Meetings</b>		
• March 13, 2025, Executive Committee Meeting, Castle Pines Library, Castle Pines, 8 a.m.		
• March 26, 2025, Philip & Jerry Miller Library, Castle Rock		
○ Board Study Session, 4:00 p.m. (Dinner at 5:00 p.m.)		
○ Board Business Meeting, 5:30 p.m.		
• April 12, 2025, Annual Board Retreat, Castle Pines Library, Castle Pines, 9 a.m.-3.p.m.		
<b>Other Meetings</b>		
• March 26, 2025, Partnership of Douglas County Governments, 7:30 a.m. (Breakfast at 7 a.m., location TBD – <b>NOTE CHANGE IN DATE FROM 3/19 TO 3/26</b> . The library will host the May 21, 2025 meeting.		

- September 19, 2025, 10<sup>th</sup> Annual Douglas County Libraries Foundation Gala, *Beauty and the Beast*, Highlands Ranch Mansion.

**Adjourn**

**MEMO**

To:	<b>Douglas County Libraries Board of Trustees</b>
Date:	February 26, 2025
From:	Patti Owen-DeLay
Subject:	<b>Consent Agenda Recommendation(s)</b>

**ISSUE:**

Review and approve Consent Agenda item(s).

**DISCUSSION:**

The Consent Agenda follows the process outlined below:

- Items will be recommended as norm or appropriate for the Consent Agenda
- Any board member can suggest adding or pulling items from the Consent Agenda
- It takes a motion and unanimous vote to add items to the Consent Agenda
- Any one board member can request to pull consent items for further discussion, which will then be moved for discussion and possible action under Library Business
- Motion recommendation will be accepted as proposed; if an amended motion is needed, we will pull the item from the Consent Agenda to accomplish this

Consent Agenda Items for this meeting are:

1. Minutes 01/29/25 Business Meeting
2. Budget Policy Update, 2<sup>nd</sup> Reading
3. Budgeted Capital Expenditure PC Replacements
4. Budgeted Capital Expenditure Highlands Ranch Public Elevator

**RECOMMENDATION:** Move to approve the consent agenda items as presented, or as amended (if an item or items were pulled).

**DOUGLAS COUNTY LIBRARIES**  
**Board of Trustees Annual Meeting**  
**January 29, 2025**  
**Castle Rock, CO**

President Nolan called the annual meeting to order at 5:32 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, Zach McKinney, Terry Nolan, and Ted Vail

All currently appointed trustees were present. A quorum was present.

**STAFF:** Bob Pasicznyuk, Lisanna Parkhurst, Dave Meyer, Jill Corrente, Amy Fischer, Amy Stallcup, Robb Luinstra

**PUBLIC:** Castle Rock Officer Burns, Ephram Glass, Maura Williams (staff), Zelda Day, Jeffrey Pittman, Rick O'Dell, Jessica Towle, Becky Spilver (staff)

**PUBLIC COMMENTS:**

- **Ephram Glass** – On the board of ROX metro district. Wants to keep library in current location. Will provide land (Chatfield Farms HOA).
- **Maura Williams** – Wants larger Northwest branch, doesn't care where.
- **Jessica Towle** – Happy to have larger branch in Northwest Douglas County.

**CONSENT AGENDA**

1. Minutes December 4, 2024, Budget Public Hearing and Business Meeting
2. Email Poll 12/8-12/9/24, Ratification Highlands Ranch Roof
3. Trustee Appointments Memo and unexecuted Douglas County Resolution Rescinding/Replacing R-018-108
4. Audit Engagement Letter
5. Executive Library Director Updated 2025 Goals
6. Annual Designation of Board Public Notice Posting Memo

**MOTION 25-01-01:** Burkholder moved and the motion carried unanimously to approve the consent agenda, including the December 4, 2024, Budget Public Hearing and Business Meeting minutes, Highlands Ranch Roof Project email poll ratification, Trustee Appointments memo and Douglas County Resolution R-018-108, Audit Engagement Letter, Executive Library Director Updated 2025 goals, and Annual Designation of Board Public Notice Posting memo. Vail seconded the motion.

**LIBRARY BUSINESS**

Annual Meeting Elections and Appointments

## **Election of Officers.**

Approval of ballot process.

The board voted to handle elections by ballot for board officers, as allowed by Colorado Open Meeting Law.

**MOTION 25-01-02:** Nolan moved and the motion passed unanimously that the voting for the 2025 annual elections of officers be done by confirming that there was only one name per position from the informal poll of interest done prior to the start of the meeting. Vail seconded the motion.

Those offering to serve:

President: Terry Nolan

Vice-President: Suzanne Burkholder

Secretary: Ted Vail

**MOTION 25-01-03:** McKinney moved and the motion passed unanimously to accept the 2025 ballot as presented. Burkholder seconded the motion.

Parkhurst read the results into the record.

President: Terry Nolan

Vice-President: Suzanne Burkholder

Secretary: Ted Vail

## **Appointment of Representative Opportunities.**

Current representatives shared information about what the opportunity entails.

### Partnership of Douglas County Governments

Douglas County Libraries is a partner organization of the Partnership of Douglas County Governments, formed to collaborate on countywide initiatives.

### Douglas County Youth Initiative

The Douglas County Youth Initiative, a program of the Partnership of Douglas County Governments, supports early intervention and collaboration of youth services in the county.

### Douglas County Libraries Foundation

Douglas County Libraries Foundation is dedicated to supporting Douglas County Libraries. As a stand-alone 501(c)3, it is a requirement of the Foundation bylaws that a Douglas County Libraries Board member serve as a Class I Director for the Foundation.

**MOTION 25-01-04:** Vail moved and the motion carried unanimously to appoint Vail as the 2025 board representative for the Partnership of Douglas County Governments, McKinney as the board representative for the Douglas County Youth Initiative, and Burkholder as the Class I Director for the Douglas County Libraries Foundation. McKinney seconded the motion.

## **Annual Conflict of Interest Forms.**

Parkhurst shared that trustees have been given the forms to complete.

Action Items**Memo on Library Tax Refund to Douglas County Citizens**

Pasicznyuk shared information on how the board can refund \$5 million to taxpayers in the most effective manner. Options are to send checks to each resident or use the county assessor to process refund at end of year.

**MOTION 25-01-05:** Burkholder moved and the motion carried unanimously to direct the library to pursue a rebate on prior-year taxes. McKinney seconded the motion.

**Budget Policy Proposed Updates**

Pasicznyuk reviewed the request to update the Budget Policy to account for changes in circumstance and caring for items the board wishes to annually review.

**MOTION 25-01-06:** Vail moved and the motion carried unanimously to adopt the updated Budget Policy as presented, outlining elements cared for in drafting the budget, internal budget boundary deadlines, and clarifying reserve goals. Burkholder seconded the motion.

**Northwest Library New Build**

Pasicznyuk shared a presentation on the proposed project to further the adopted Douglas County Libraries Facilities Master Plan, discussing the Northwest Library plan, land donated in Sterling Ranch, costs, and timeline. The board discussed looking at another site in Roxborough.

**MOTION 25-01-07:** Burkholder moved and the motion passed unanimously to accept staff findings for scope of a 16,000-square-foot library in Sterling Ranch Northwest Douglas County, to take the time to evaluate a secondary location but keep to timeline, and \$21,650,000 cost toward an anticipated opening in 2027. McKinney seconded the motion.

Executive Library Director Update

Pasicznyuk shared that the Battle of the Books program is currently underway, and Fairy Tale Ball events are coming up in February.

**PARTNER REPORTS**Partnership of Douglas County Governments

Vail reported presentations by groups on legislative updates.

Douglas County Youth Initiative (DCYI)

McKinney had no report.

Urban Libraries Council (ULC)

Silverthorn is up for reappointment and is on the ULC board, but no longer as a DCL board member. Pasicznyuk reported that ULC board members must represent a library.

Douglas County Libraries Foundation

The Foundation met on Monday for their annual meeting, and approved the 2025 budget and annual goals, including a library program to fund. The Foundation has funded Forest of Stories the past two years and will evaluate this for continuation or a new program at their next meeting in April.

## **EXECUTIVE SESSION**

The board will wait until fall to update Pasicznyuk's contract. The board did not go into executive session.

## **TRUSTEE COMMENTS**

**Vail** – Created a report from chatGPT that related to Pasicznyuk's goal and handed out to board members.

**Burkholder** – Enjoyed the customer comments in the board packet.

## **UPCOMING BOARD MEETINGS**

- February 13, 2025, Executive Committee Meeting, Castle Pines Library, Castle Pines, 8:00 a.m.
- February 26, 2025, Philip & Jerry Miller Library, Castle Rock
  - Board Study Session, 4:00 p.m. (Dinner at 5:00 p.m.)
  - Board Business Meeting, 5:30 p.m.

## **OTHER MEETINGS**

- March 19, 2025, Partnership of Douglas County Governments, location and time TBD. The Library will host the May 21, 2025, meeting.

## **ADJOURN**

Nolan adjourned the meeting at 6:26 p.m.

Respectfully submitted,  
Suzanne Burkholder, Board Secretary  
Minutes prepared by Lisanna Parkhurst and Patti Owen-DeLay

**MEMO**

To:	<b>Douglas County Libraries Board of Trustees</b>
Date:	February 26, 2025
From:	Casie Cook
Subject:	<b>Budget Policy Update Recommendation, 2<sup>nd</sup> Reading</b>

**ISSUE:**

The Board of four, unanimously approved the Budget Policy update recommendation at the January 29, 2025 meeting. Due to requirements of unanimous approval by the full board for policy changes on first reading, this policy is coming back under Consent Agenda at this meeting for majority approval, where policy can then be adopted. All else in this memo remains the same as the January 29, 2025 memo.

The existing Budget Policy does not set parameters for when changes to excess revenues and reserves can be accepted and imbedded into the Library's annual budget. For many years, revenue was fairly predictable, and the concept of "excess revenue" was nonexistent. However, the current climate of steep property tax revenue increases (a function of climbing property values) has created the element of "excess revenue". Determining the amount of excess revenue, therefore "returnable" revenue, has required lengthy consideration from the Board, and substantial, iterative modeling from the finance staff in both 2023 and 2024.

Additionally, the existing Budget Policy does not define a requirement to review all IGA's during the budgeting season. The Board identified a need to review IGAs, and specifically any changes to IGA's, during the budgeting season as an act of due diligence.

**DISCUSSION:**

In 2024, the Board met on October 23rd to review the draft budget. At the time of the meeting, no Board directive was given regarding what was considered excess revenue, or a reserve target. The Board met again on November 26<sup>th</sup> during an emergency board meeting to determine the amount of excess revenue to be returned to citizens, based on a reserves target. Given the timing between the emergency meeting, and the scheduled meeting held on December 4<sup>th</sup> to approve the final budget, staff had very limited time to update and validate all models, upload final numbers into the accounting system, modify narratives such as Budget Summary and Key Features, and update the final schedule related to Final vs Draft Budget.

**RECOMMENDATION:**

The Board receives the draft budget for the following year on October 15th (per (§ 29-1-105, C.R.S.)). The staff recommend that annually, in the October Board meeting, and after the receipt of the draft budget, the Board review and then direct staff by motion regarding the expectations for the final budget caring for excess revenue and revenue targets.

Additionally, in the same October Board meeting, the staff recommends the Board conduct a review of all IGAs. Staff will provide the details of the IGAs, and will highlight any changes. Based on this review, the Board has the option to discuss exiting any IGA, and any related budgetary consequences.



These decisions being made in October will ensure staff accurately incorporates all changes into the final annual budget, adequately allowing time to validate, upload, amend, and present all related final budget materials to the Board at the early December Board meeting.

We recommend the board adopt the updated budget policy as presented, outlining elements cared for in drafting the budget, internal budget boundary deadlines, and clarifying reserve goals.

## BUDGET POLICY

Douglas County Libraries (the "Library") will develop an annual budget in accordance with the statutory requirements of Colorado Local Government Budget Law, Section 29-1-101 et seq., C.R.S. The budget will also be compiled in compliance with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) standards for budget preparation and presentation or other relevant regulations. The budget shall reflect the plans and strategies of the Library as adopted by the Board.

Annually, in October after receipt of the draft budget the Board will review and then direct staff by motion regarding expectations for building the final budget caring for:

- Revenue
- Expenses
- Reserves
- IGA Commitments

Key annual budget deadlines include:

- August 25
  - Assessors certify to all taxing entities and to the Division of Local Government the total new assessed and actual values (for real and personal property) used to compute the statutory and TABOR property tax revenue limits. (§ 39-5-121 (2)(b) and § 39-5-128, C.R.S.)
- August Board Business Meeting
  - The board will by motion approve the boundaries for the coming year's budget, identifying revenue, expense and reserve goals.
- October 15
  - Budget officer must submit proposed budget to the governing body. (§ 29-1-105, C.R.S.) Governing body must publish "Notice of Budget" upon receiving proposed budget. (§ 29-1-106(1), C.R.S.)
- October Board Business Meeting
  - The board will by motion approve or amend the boundaries contained within the draft budget. The final budget will be drafted based on that approval or amendment.
  - If things outside the library's control come into play, after the October meeting, that change the board's approved budget goals, the budget will not be modified, except to manage the changes, if needed, by adding or removing money from reserves.

Adopted on 12/06/23

- November 1
  - Deadline for submitting applications to the Division for an increased levy pursuant to § 29-1-302, C.R.S.
- December 15
  - Deadline for certification of mill levy to county commissioners. (§ 39-5-128(1), C.R.S.) Local governments levying property tax must adopt their budgets before certifying the levy to the county. If the budget is not adopted by certification deadline, then 90 percent of the amounts appropriated in the current year for operations and maintenance expenses shall be deemed reappropriated for the purposes specified in such last appropriation. (§ 29-1-108(2) and (3), C.R.S.)
- December 22
  - Deadline for county commissioners to levy taxes and to certify the levies to the assessor. (§ 39-1-111(1), C.R.S.)
- January 31
  - A certified copy of the adopted budget must be filed with the Division. (§ 29-1-113(1), C.R.S.)

**MEMO**

To:	<b>Douglas County Libraries Board of Trustees</b>
Date:	February 26, 2025
From:	Jill Corrente
Subject:	<b>Budgeted Capital Expense – 2025 Staff PC Replacements</b>

**Issue:**

Our current PCs are aging, leading to increased hardware failures, higher maintenance costs, and diminished performance. Continuous replacement of outdated PCs is necessary to ensure staff productivity and system reliability.

**Discussion:**

Personal Computers (PCs) include laptops and stand-alone computers that allow our staff to efficiently and effectively conduct district business. By replacing staff PCs continuously throughout the year, we can avoid the following issues:

- **Decreased Productivity:** Outdated PCs slow down workflows and limit staff efficiency.
- **Increased Costs:** Older devices require frequent repairs and consume more IT resources.
- **Security Vulnerabilities:** Aging systems are more susceptible to cyber threats due to limited compatibility with modern security features.

The 2025 Capital Maintenance budget contains \$200,000 for PC replacements. The IT department works with approved state vendors to purchase PCs throughout the year, replacing units in a way that supports the IT dept workflow and capacity.

**Recommendations:**

We recommend the board approve the \$200,000 budgeted capital expenditure for staff PC replacements in 2025, as part of the district's 3-5-year replacement cycle. These funds will be used to purchase PCs throughout the year to replace aging units, up to the approved amount.

**MEMO**

To:	<b>Douglas County Libraries Board of Trustees</b>
Date:	February 26, 2025
From:	Jill Corrente
Subject:	<b>Budgeted Capital Expense – Highlands Ranch public elevator upgrade</b>

**ISSUE:**

The 2 elevators at Highlands Ranch will no longer be supported and must be upgraded.

**DISCUSSION:**

We have received a letter of obsolescence for the 2 elevators at Highlands Ranch, meaning they will no longer be supported and must be upgraded.

Total estimated cost for both elevators is \$500,000. We will replace the public elevator in 2025 for \$250,000 which includes contingency, and plan for the staff elevator replacement in 2026.

This project is scheduled for Q3 2025. There will be a 20-24-week lead time to order necessary parts. The vendor requires an \$80,000 down payment to order the parts.

**RECOMMENDATION:**

We recommend that the Board approve the \$250,000 budgeted capital expense to replace the public elevator at the Highlands Ranch Library in 2025.

**MEMO**

To:	<b>Douglas County Libraries Board of Trustees</b>
Date:	February 26, 2025
From:	Bob Pasicznyuk
Subject:	<b>Parker Easements</b>

**PROBLEM STATEMENT**

The town and private developers are working on an extensive redevelopment package for land adjacent to and near our Parker library. To assist area development, the project requires and wishes an agreement with the library (Easements) toward construction, access, and utilities needs. Our attorney has reviewed the requests. None are out of the ordinary. The library will lose some parking lot capacity during phases of construction.

**RECOMMENDATION**

Staff recommends that the Board approve the requested development easements:

1. Temporary Construction and Access Easement with CD-Parker, LLC
2. Stormwater Drainage Easement with the Town of Parker
3. Waterline Easement with Parker Water and Sanitation District

**ALTERNATIVES**

1. Accept the Easements
2. Negotiate any changes.

**FISCAL IMPACT**

There are no fiscal impacts to this request.







**TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT  
(LIBRARY)**

THIS TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT (this “**Agreement**”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2025 by and between DOUGLAS COUNTIES LIBRARIES, a library district formed in Douglas County, Colorado (“**Grantor**”) and CD-PARKER, LLC, a Colorado limited liability company (“**Grantee**”).

RECITALS

WHEREAS, Grantee is the owner of certain real property located in Parker, Colorado, more particularly described on Exhibit A attached hereto (the “**Grantee Property**”);

WHEREAS, Grantor is the owner of real property adjacent to the Grantee Property and legally described on Exhibit B attached hereto (the “**Grantor Property**”);

WHEREAS, Grantee wishes to obtain a temporary construction and access easement over the portion of the Grantor Property more particularly described and depicted on Exhibit A attached hereto (the “**Easement Area**”) in connection with Grantee’s construction activities on the Grantee Property;

WHEREAS, Grantor is willing to grant such an easement over the Easement Area on the terms and conditions set forth herein;

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. Recitals. The recitals set forth above are hereby incorporated herein and made a part of this Agreement.
2. Grant of Temporary Construction and Access Easement. Grantor does hereby grant and convey to Grantee, its successors and assigns, for the benefit of Grantee, its contractors, employees and agents, a temporary, non-exclusive construction and access easement (“**Temporary Easement**”) on, over, under, through and across the Easement Area, for the purposes of permitting Grantee to complete certain water, sewer, and/or other utility infrastructure relocation and construction necessary for the development of the Grantee Property.
3. Term. The Temporary Easement will be temporary in nature and will take effect upon the Effective Date and automatically terminate without the requirement of any additional documentation evidencing same upon the issuance of a certificate of occupancy for the improvements to be constructed on Grantee’s Property. After the occurrence of such termination, Grantee or Grantor, upon written request by the other, agrees to execute and deliver to the other for recording in the real estate records of Douglas County, Colorado, a document in recordable form confirming the termination of this Agreement.
4. Maintenance; Restoration of Easement Area.
  - a. Grantee will, at its sole cost and expense, comply with all codes, laws, ordinances, orders, rules, regulations, statutes and other governmental requirements regarding Grantee’s use of the Easement Area and construction and demolition activities on Grantee’s Property.



b. Grantee will use commercially reasonable efforts to mitigate the noise and dust generated by and resulting from Grantee's activities on the Easement Area, however Grantor acknowledges that Grantee's activities will generate unpredictable amounts of noise, dust, and other disruptions. So long as Grantee is complying with applicable laws regarding noise generation and construction hours of operation, any such noise or dust generated will not be deemed to violate the terms of this Agreement.

c. Grantee will not cause or permit any hazardous materials (as defined herein) to be brought upon, used, stored, generated, discharged or disposed of, on, about, or in the Easement Area in violation of applicable laws, codes and ordinances. The term "hazardous materials" shall mean any substance or material that is toxic, ignitable, reactive or corrosive, or any other substance (whether solid, liquid or gas) defined, listed or otherwise classified as a pollutant, hazardous waste, hazardous substance, hazardous material, extremely hazardous waste or words of similar meaning or regulatory effect that is regulated by local, state or federal environmental or hazardous material laws, regulations or ordinances.

d. Upon expiration or earlier termination of this Agreement, Grantee in a commercially reasonable manner will promptly vacate and remove all of its (and its contractors') machinery, tools, equipment, supplies and trash from the Easement Area. Grantee will, at its sole cost and expense, return and restore the Easement Area to substantially the condition in which existed prior to the Effective Date, ordinary wear and tear excepted. If the Easement Area was covered with landscaped vegetation, such restoration shall include, without limitation, re-vegetation of the Easement Area. The restoration required hereunder shall be completed reasonably promptly, taking into account the season and such other factors as may be relevant under the circumstance, after the expiration or earlier termination of this Agreement.

e. In the event that Grantee, damages or destroys improvements on the Easement Area pursuant to activities conducted under this Agreement, Grantee shall immediately commence and thereafter diligently pursue completion of the repair or reconstruction of all improvements that were so damaged or destroyed, at its cost.

f. Grantee acknowledges that Grantor has made no representation or warranty whatsoever regarding the Easement Area or the suitability of the Easement Area for Grantee's purpose. The Easement Area is made available to Grantee in its "as-is, where-is, with all faults" condition as of the date hereof.

5. Indemnity. Grantee agrees to indemnify and defend Grantor against, and to hold Grantor harmless from, any and all claims, actions, causes of action, losses, expenses, demands, liabilities, costs and expenses, including, but not limited to, the fees and expenses of any attorneys, paralegals and experts reasonably incurred by Grantor, directly or indirectly arising out of, based upon, or resulting from Grantee's, or Grantee's employees, contractors, representatives or agents', use of the Easement Area pursuant to this Agreement.

6. Insurance. Prior to any entry onto the Easement Area by Grantee or Grantee's consultants, contractors, representatives or agents, Grantee will obtain and maintain and cause its contractors and other such parties to obtain and maintain Commercial General Liability Insurance with minimum limits of coverage of \$1,000,000 combined single limit occurrence and \$2,000,000 combined single limit aggregate. Grantee will cause Grantor to be named as additional insured on the Commercial General Liability Insurance coverage and Grantee will provide certificates of insurance evidencing such coverage upon written request from Grantor.

7. Notices. All notices, demands, requests or other communications made pursuant to, under or by virtue of this Agreement must be in writing and either hand delivered, delivered by overnight courier, or

mailed through the United States Postal Service by certified or registered mail, return receipt requested, to the party to which the notice, demand, and request, or communication is being made, as follows:

If to Grantor: Douglas County Libraries  
20105 E Mainstreet  
Parker, Colorado 80138

If to Grantee: CD-Parker, LLC  
430 Indiana Street, Ste 200  
Golden, Colorado 80401

Either party may, by notice given as aforesaid, change the address or addresses, or designate an additional address or additional addresses, for its notices, provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Any notice, demand, request or other communication will be deemed to be given upon actual receipt in the case of hand delivery, or delivery by overnight courier, or 3 business days after depositing the same in a letter box by other means placed within the possession of the United States Postal Service, properly addressed to the party in accordance with the foregoing and with the proper amount of postage affixed thereto. The attorneys for the parties hereto are hereby expressly authorized to give and receive any notice, demand, or request or to make any other communication pursuant to the terms of this Agreement on behalf of their respective clients.

8. Interference Prohibited. Grantor hereby covenants and agrees not to erect or permit the erection of any obstacles or other barriers on or within the Easement Area that will unreasonably interfere with the use of the Temporary Easement or other rights and interests granted hereunder.

9. Binding Effect; Third Parties. The provisions of this Agreement constitute covenants running with the land of the Easement Area. The provisions of this Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

10. Applicable Law; Amendment. This Agreement shall be construed in accordance with Colorado law (exclusive of choice of law rules) and shall not be amended, modified or terminated unless in writing executed by Grantor and Grantee, their respective successors and assigns, and recorded in the real property records of Douglas County, Colorado. Venue for any action arising hereunder shall lie exclusively in the district courts of Douglas County, Colorado.

11. Waiver. The failure of any party to exercise any right created hereunder or to insist upon strict compliance with any term, condition, or covenant specified herein shall not constitute a waiver of such right or the right to insist upon strict compliance with any such term, condition or covenant under this Agreement at any future time.

12. Entire Agreement; Severability. This Agreement contains the sole and entire agreement between the parties with respect to the matters set forth herein or therein. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, such term, covenant or condition or such application shall be deemed severable, and the application of such term, covenant or condition to persons or circumstances other than those as to which it was held invalid or unenforceable, and the remainder of this Agreement, shall not be affected thereby, and the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13. Attorneys' Fees. The substantially prevailing party in any legal proceeding regarding this Agreement shall be entitled to recover from the other party all reasonable attorneys' fees and costs incurred in connection with such proceeding and any efforts or negotiations leading thereto.

14. Use of Easement. It is acknowledged and agreed that the Temporary Easement granted under this Agreement is not an exclusive easement and that Grantor shall have the right to use and enjoy the Easement Area or any of its other property in any manner not inconsistent with the easement rights granted to Grantee herein.

15. Counterparts. This Agreement may be executed in a number of identical counterparts.

[signature pages follow]





EXHIBIT A  
GRANTEE PROPERTY

Lot 4, Mainstreet & Pine Marketplace Fourth Amendment, County of Douglas, State of Colorado.

EXHIBIT B  
GRANTOR PROPERTY

Lot 1, Mainstreet & Pine Marketplace Fourth Amendment, County of Douglas, State of Colorado.

EXHIBIT C  
EASEMENT AREA

A PARCEL OF LAND BEING A PORTION OF LOT 1, MAINSTREET & PINE MARKETPLACE FOURTH AMENDMENT, RECORDED AT RECEPTION NO. 2016027717, SITUATED IN THE NORTHEAST QUARTER OF SECTION 22 AND THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHEAST CORNER OF SAID SECTION 22;  
THENCE SOUTH 04°38'11" WEST, A DISTANCE OF 883.30 FEET TO THE WEST LINE OF SAID LOT 1 AND THE **POINT OF BEGINNING**.

THENCE DEPARTING SAID WEST LINE OF LOT 1, NORTH 89°34'52" EAST, A DISTANCE OF 26.50 FEET;  
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 16.61 FEET;  
THENCE NORTH 89°34'52" EAST, A DISTANCE OF 36.42 FEET;  
THENCE SOUTH 00°25'08" EAST, A DISTANCE OF 64.78 FEET;  
THENCE SOUTH 43°46'27" EAST, A DISTANCE OF 87.22 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 1, BEING A POINT OF NON-TANGENT CURVATURE;  
THENCE ALONG THE SOUTH LINE OF SAID LOT 1 AND THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 50.36 FEET, SAID CURVE HAVING A RADIUS OF 380.50 FEET, A CENTRAL ANGLE OF 07°35'02", AND A CHORD WHICH BEARS SOUTH 37°41'27" WEST A CHORD DISTANCE OF 50.33 FEET;  
THENCE ALONG SAID WEST LINE OF LOT 1, THE FOLLOWING THREE (3) COURSES:

1. A LINE NON-TANGENT TO SAID CURVE, NORTH 43°52'29" WEST, A DISTANCE OF 109.01 FEET TO A POINT OF CURVATURE;
2. ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 47.38 FEET, SAID CURVE HAVING A RADIUS OF 62.00 FEET, A CENTRAL ANGLE OF 43°47'04", AND A CHORD WHICH BEARS NORTH 21°58'57" WEST A CHORD DISTANCE OF 46.23 FEET;
3. NORTH 00°05'25" WEST, A DISTANCE OF 62.28 FEET TO THE **POINT OF BEGINNING**.

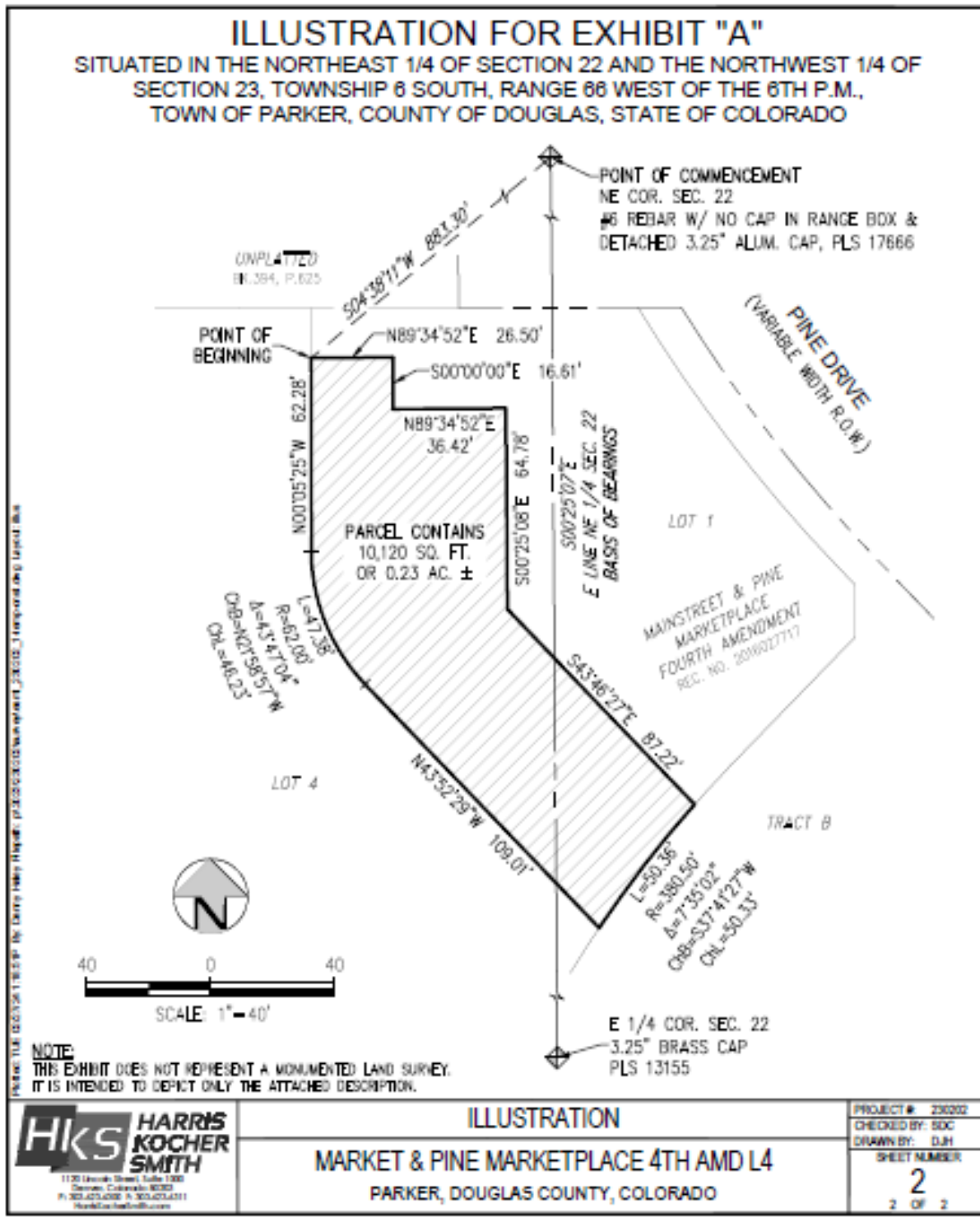
SAID PARCEL CONTAINS 10,120 SQUARE FEET OR 0.23 ACRES, MORE OR LESS.

**BASIS OF BEARINGS:** BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, MONUMENTED AT THE NORTHEAST CORNER BY NO. 6 REBAR WITH DETACHED 3.25" ALUMINUM CAP STAMPED "PLS 17666" IN A RANGE BOX, AND MONUMENTED AT THE EAST QUARTER CORNER BY A 3.25" BRASS CAP, PLS 13155, AS BEARING SOUTH 00°25'07" EAST ACCORDING TO THE PLAT OF MAINSTREET & PINE MARKETPLACE FOURTH AMENDMENT.

PREPARED BY: SHAWN D. CLARKE, PLS  
CO #30881  
SCLARKE@HKSENG.COM

ON BEHALF OF: HARRIS KOCHER SMITH  
1120 LINCOLN STREET, SUITE 1000  
DENVER, CO 80203  
303.623.6300





## EXHIBIT "A" DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 1, MAINSTREET & PINE MARKETPLACE FOURTH AMENDMENT, RECORDED AT RECEPTION NO. 2016027717, SITUATED IN THE NORTHEAST QUARTER OF SECTION 22 AND THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHEAST CORNER OF SAID SECTION 22;  
THENCE SOUTH 04°38'11" WEST, A DISTANCE OF 883.30 FEET TO THE WEST LINE OF SAID LOT 1 AND THE **POINT OF BEGINNING**.

THENCE DEPARTING SAID WEST LINE OF LOT 1, NORTH 89°34'52" EAST, A DISTANCE OF 26.50 FEET;  
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 16.61 FEET;  
THENCE NORTH 89°34'52" EAST, A DISTANCE OF 36.42 FEET;  
THENCE SOUTH 00°25'08" EAST, A DISTANCE OF 64.78 FEET;  
THENCE SOUTH 43°46'27" EAST, A DISTANCE OF 87.22 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 1, BEING A POINT OF NON-TANGENT CURVATURE;  
THENCE ALONG THE SOUTH LINE OF SAID LOT 1 AND THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 50.36 FEET, SAID CURVE HAVING A RADIUS OF 380.50 FEET, A CENTRAL ANGLE OF 07°35'02", AND A CHORD WHICH BEARS SOUTH 37°41'27" WEST A CHORD DISTANCE OF 50.33 FEET;  
THENCE ALONG SAID WEST LINE OF LOT 1, THE FOLLOWING THREE (3) COURSES:

1. A LINE NON-TANGENT TO SAID CURVE, NORTH 43°52'29" WEST, A DISTANCE OF 109.01 FEET TO A POINT OF CURVATURE;
2. ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 47.38 FEET, SAID CURVE HAVING A RADIUS OF 62.00 FEET, A CENTRAL ANGLE OF 43°47'04", AND A CHORD WHICH BEARS NORTH 21°58'57" WEST A CHORD DISTANCE OF 46.23 FEET;
3. NORTH 00°05'25" WEST, A DISTANCE OF 62.28 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 10,120 SQUARE FEET OR 0.23 ACRES, MORE OR LESS.

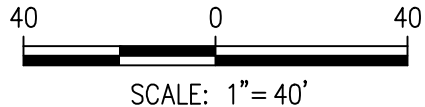
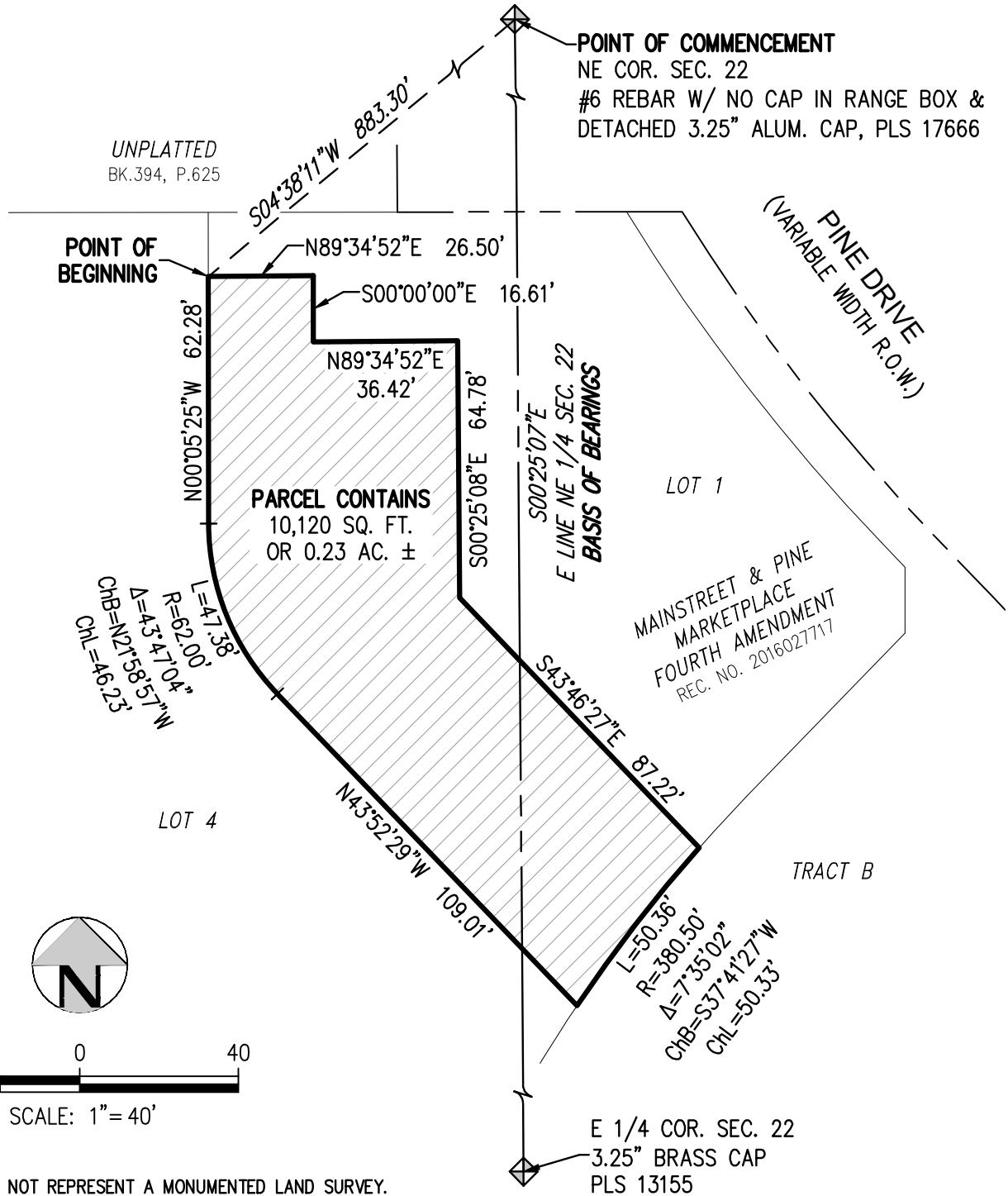
**BASIS OF BEARINGS:** BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, MONUMENTED AT THE NORTHEAST CORNER BY NO. 6 REBAR WITH DETACHED 3.25" ALUMINUM CAP STAMPED "PLS 17666" IN A RANGE BOX, AND MONUMENTED AT THE EAST QUARTER CORNER BY A 3.25" BRASS CAP, PLS 13155, AS BEARING SOUTH 00°25'07" EAST ACCORDING TO THE PLAT OF MAINSTREET & PINE MARKETPLACE FOURTH AMENDMENT.

PREPARED BY: SHAWN D. CLARKE, PLS  
CO #30861  
SCLARKE@HKSENG.COM

ON BEHALF OF: HARRIS KOCHER SMITH  
1120 LINCOLN STREET, SUITE 1000  
DENVER, CO 80203  
303.623.6300

# ILLUSTRATION FOR EXHIBIT "A"

SITUATED IN THE NORTHEAST 1/4 OF SECTION 22 AND THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO



**NOTE:**  
THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.  
IT IS INTENDED TO DEPICT ONLY THE ATTACHED DESCRIPTION.

Plotted: TUE 02/27/24 1:18:51P By: Danny Haley Filepath: p:\2023\230202\survey\esmt\_230202\_1-temp-cnst.dwg Layout: illus

**HKS**  
**HARRIS KOCHER SMITH**  
1120 Lincoln Street, Suite 1000  
Denver, Colorado 80203  
P: 303.623.6300 F: 303.623.6311  
HarrisKocherSmith.com

ILLUSTRATION

**MARKET & PINE MARKETPLACE 4TH AMD L4**  
PARKER, DOUGLAS COUNTY, COLORADO

PROJECT #:	230202
CHECKED BY:	SDC
DRAWN BY:	DJH
SHEET NUMBER	<b>2</b>
	2 OF 2

**STORMWATER DRAINAGE EASEMENT  
(LIBRARY PROPERTY)**

THIS STORMWATER DRAINAGE EASEMENT (this “**Easement Dedication**”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2025 by and between DOUGLAS COUNTIES LIBRARIES, a library district formed in Douglas County (“**Grantor**”), to THE TOWN OF PARKER, a Colorado municipal corporation (the “**Town**”).

RECITALS

WHEREAS, Grantor is the owner of certain real property located in Parker, Colorado, more particularly described on Exhibit A attached hereto (the “**Grantor Property**”);

WHEREAS, in connection with the construction of certain improvements on the Grantor Property, Grantor desires to grant and dedicate to the Town an easement over a portion of the Grantor Property more particularly described on Exhibit B attached hereto (the “**Easement Area**”) for stormwater drainage across the Easement Area;

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby declares as follows:

1. Recitals. The recitals set forth above are hereby incorporated herein and made a part of this Easement Dedication.
2. Grant of Stormwater Drainage Easement. Grantor hereby grants to the Town, the Town’s successors in interest, and assigns, a perpetual, non-exclusive easement (the “**Drainage Easement**”), on over and across the Easement Area for purposes of drainage and moving of storm water through, under, and over the surface of the Easement Area and any inlet and outlet storm water lines, pipes and facilities and all other improvements related thereto, if any. Grantor expressly reserves the right to continue use of the Easement Area for all purposes which do not materially impact the Town’s rights as provided herein.
3. Term. The Drainage Easement will be perpetual in nature unless and until terminated by a written agreement executed by Grantor and the Town and recorded in the real property records of Douglas County, Colorado.
4. Maintenance; Covenants.
  - a. Maintenance and Repair. Grantor, at its sole cost, shall be responsible for, and shall in its reasonable discretion, maintain and repair the Easement Area in good and safe condition and repair and in compliance with all applicable laws.
  - b. Right of the Town to Perform Maintenance and Repair. If at any time Grantor fails to perform any maintenance or repair in accordance with this Easement Dedication, and any such failure continues for at least thirty (30) days after the Town has given written notice to Grantor of such failure, the Town shall have the right, but not the obligation, to cause the maintenance or repair to be performed as required herein (the “**Performing Party**”). The Performing Party shall thereafter provide Grantor with an invoice, which invoice shall be accompanied by evidence of the reasonable cost of the maintenance and repair work incurred and paid for by the

Performing Party, and Grantor shall then reimburse the Performing Party within thirty (30) days of the receipt thereof.

- c. Compliance with Law. The Town will, at its sole cost and expense, comply with all codes, laws, ordinances, orders, rules, regulations, statutes and other governmental requirements regarding the Town's use of the Easement Area. The Town will not release or permit release of any toxic materials, substances, pollutants, contaminants or wastes onto the Grantor Property in contravention of any applicable laws.
- d. No Warranty. The Town acknowledges that Grantor has made no representation or warranty whatsoever regarding the Easement Area or the suitability of the Easement Area for the Town's purpose. The Easement Area is made available to the Town in its "as-is, where-is, with all faults" condition as of the date hereof.
- e. Obstructions. Neither Grantor nor the Town (or their respective permittees) shall construct, erect, place or plant, or cause to be constructed, erected, placed or planted, any obstruction, structure, building, fence, gate, pole, sign plant, shrub or tree or any other type of improvement ("**Obstruction**") that would obstruct, impede or interfere with the reasonable use of the Drainage Easement by Grantor or the Town. If Grantor, the Town or any of their respective permittees causes an Obstruction, then the non-obstructing party (the "**Removing Party**") shall have the right to remove, at the sole cost and expense of the party placing the Obstruction, any Obstruction constructed, erected, placed or planted upon the Drainage Easement. All costs incurred by the Removing Party shall be payable by the party placing the Obstruction within fifteen (15) days of receipt of an invoice from the Removing Party, which invoice shall be accompanied by evidence of cost of the work incurred and paid for by the Removing Party.
- f. Damage to Grantor Property. The Town shall not use the Drainage Easement in any way that will cause injury or damage to, or otherwise impact, the Grantor Property. In the event of any injury or damage to the Grantor Property resulting from the use of the Drainage Easement or otherwise by the Town or its permittees (the "**Damaging Party**"), the Damaging Party shall, at Grantor's election, repair or pay to Grantor any amounts necessary to repair, any damage to the surface of the Grantor Property or any part thereof or any improvements thereon within fifteen (15) days of receipt of an invoice from Grantor, which invoice shall be accompanied by evidence of cost of the work incurred and paid for by the Grantor. Notwithstanding the forgoing, the Town shall only be responsible for acts or omissions of the Town or its permittees or anyone using the Drainage Easement upon the Town's authorization or request, and shall not be responsible for the acts or omissions of unrelated third parties utilizing the Drainage Easement or erosion or similar weathering effects caused by the movement of water and sediment across the Easement Area.
- g. No Mechanics' Liens. Nothing contained herein shall authorize any of the Town or its permittees, contractors or any person or entity acting by, through, with, or on behalf of the Town, to subject all or any portion of the Grantor Property to any mechanic's, materialman's or other lien (a "**Lien**") on account of supplies, machinery, tools, equipment, labor or materials furnished or used in connection with any activities performed by or at the request of the Town or its permittees (a "**Lien Party**"). If any such Lien shall be filed against the Grantor Property, the Town shall, at its sole cost and expense, cause the Lien to be discharged. In the event that such Lien is not discharged within 15 days after the Town's receipt of written notice of the existence of the Lien, Grantor, at its option, and at the reasonable expense of the Town, may enter into, defend, prosecute or pursue any effort or action (whether or not litigation is involved)

which Grantor deems reasonably necessary to defend it and the Grantor Property from and against such Lien, and all costs incurred by Grantor in connection therewith shall be payable by the Town to Grantor within 15 days of written demand for the same, which written demand shall include evidence of the costs incurred and paid for by Grantor.

5. Notices. All notices, demands, requests or other communications made pursuant to, under or by virtue of this Easement Dedication must be in writing and either hand delivered, delivered by overnight courier, or mailed through the United States Postal Service by certified or registered mail, return receipt requested, to the party to which the notice, demand, and request, or communication is being made, as follows:

If to Grantor: Douglas County Libraries  
20105 E Mainstreet  
Parker, Colorado 80138

If to the Town: At the official address for the Town for official government business

Either party may, by notice given as aforesaid, change the address or addresses, or designate an additional address or additional addresses, for its notices, provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Any notice, demand, request or other communication will be deemed to be given upon actual receipt in the case of hand delivery, or delivery by overnight courier, or 3 business days after depositing the same in a letter box by other means placed within the possession of the United States Postal Service, properly addressed to the party in accordance with the foregoing and with the proper amount of postage affixed thereto. The attorneys for the parties hereto are hereby expressly authorized to give and receive any notice, demand, or request or to make any other communication pursuant to the terms of this Easement Dedication on behalf of their respective clients.

6. Interference Prohibited. Grantor hereby covenants and agrees not to erect or permit the erection of any obstacles or other barriers on the Grantor Property that will unreasonably interfere with the use of the Drainage Easement or other rights and interests granted hereunder.

7. Binding Effect; Third Parties. The provisions of this Easement Dedication constitute covenants running with the land. The provisions of this Easement Dedication shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

8. Applicable Law; Amendment. This Easement Dedication shall be construed in accordance with Colorado law (exclusive of choice of law rules) and shall not be amended, modified or terminated unless in writing executed by Grantor and the Town, their respective successors and assigns, and recorded in the real property records of Douglas County, Colorado. Venue for any action arising hereunder shall lie exclusively in the district courts of Douglas County, Colorado.

9. Waiver. The failure of any party to exercise any right created hereunder or to insist upon strict compliance with any term, condition, or covenant specified herein shall not constitute a waiver of such right or the right to insist upon strict compliance with any such term, condition or covenant under this Easement Dedication at any future time.

10. Entire Agreement; Severability. This Easement Dedication contains the sole and entire agreement between the parties with respect to the matters set forth herein or therein. If any term, covenant, or condition of this Easement Dedication or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, such term, covenant or condition or such application shall be deemed severable, and the application of such term, covenant or condition to persons or circumstances other than those as to

which it was held invalid or unenforceable, and the remainder of this Easement Dedication, shall not be affected thereby, and the remainder of this Easement Dedication shall be valid and enforceable to the fullest extent permitted by law.

11. Use of Easement. It is acknowledged and agreed that the Drainage Easement granted under this Easement Dedication is not an exclusive easement and that Grantor shall have the right to use and enjoy the Grantor Property, including the Easement Area, or any of its other property in any manner not inconsistent with the easement rights granted to the Town herein.

[signature pages follow]





EXHIBIT A  
GRANTOR PROPERTY

Lot 4, Mainstreet & Pine Marketplace Fourth Amendment, County of Douglas, State of Colorado.

EXHIBIT B  
EASEMENT AREA

A PARCEL OF LAND BEING A PORTION OF LOT 1, MAINSTREET & PINE MARKETPLACE FOURTH AMENDMENT, RECORDED AT RECEPTION NO. 2016027717, SITUATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHEAST CORNER OF SAID SECTION 22;  
THENCE SOUTH  $04^{\circ}19'34''$  WEST, A DISTANCE OF 945.21 FEET TO THE WEST LINE OF SAID LOT 1 AND THE **POINT OF BEGINNING**;

THENCE SOUTH  $46^{\circ}19'30''$  EAST, A DISTANCE OF 66.09 FEET;  
THENCE SOUTH  $02^{\circ}31'51''$  EAST, A DISTANCE OF 30.56 FEET TO SAID WEST LINE;  
THENCE ALONG SAID WEST LINE THE FOLLOWING THREE (3) COURSES:

- 1) NORTH  $43^{\circ}52'29''$  WEST, A DISTANCE OF 45.94 FEET TO A POINT OF CURVATURE;
- 2) ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 47.38 FEET, SAID CURVE HAVING A RADIUS OF 62.00 FEET, A CENTRAL ANGLE OF  $43^{\circ}47'04''$ , AND A CHORD WHICH BEARS NORTH  $21^{\circ}58'57''$  WEST A CHORD DISTANCE OF 46.23 FEET;
- 3) NORTH  $00^{\circ}05'25''$  WEST, A DISTANCE OF 0.17 FEET TO THE **POINT OF BEGINNING**.

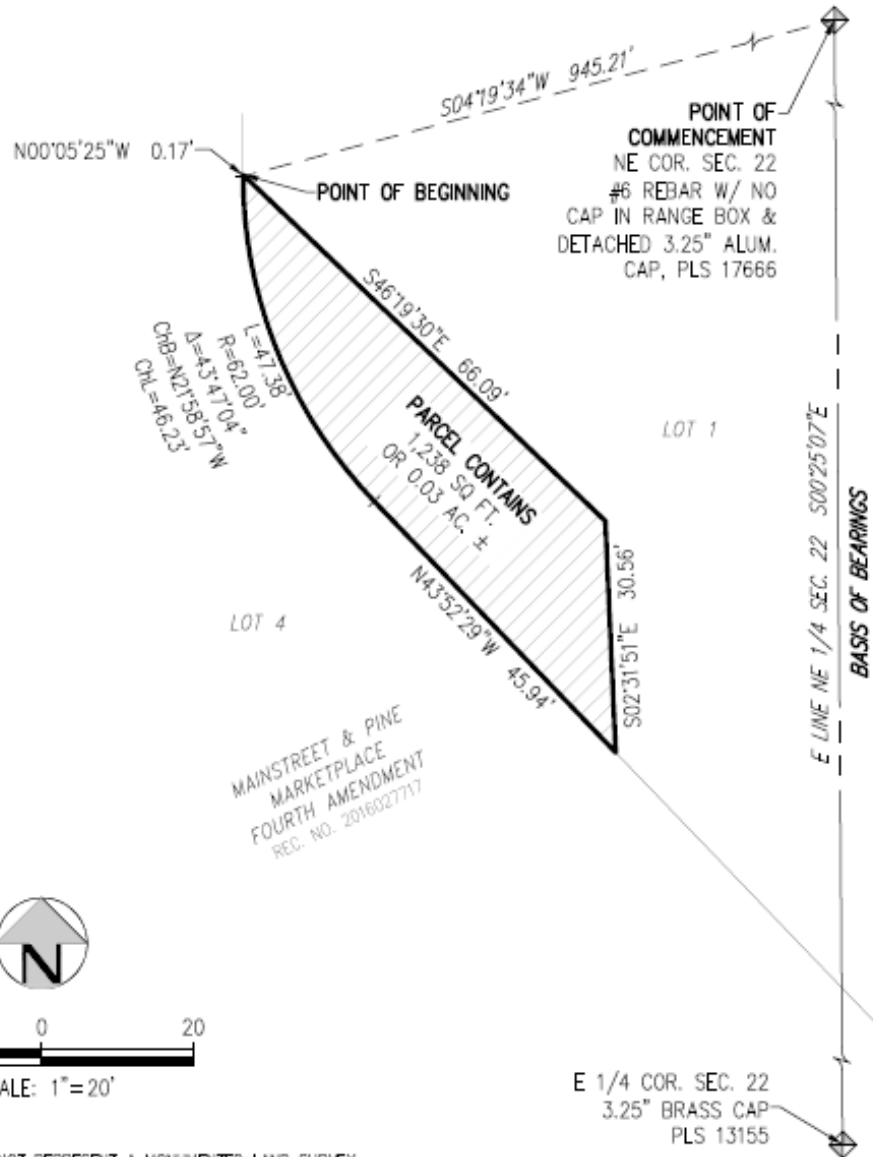
SAID PARCEL CONTAINS 1,238 SQUARE FEET OR 0.03 ACRES, MORE OR LESS.

**BASIS OF BEARINGS:** BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, MONUMENTED AT THE NORTHEAST CORNER BY A NO. 6 REBAR WITH DETACHED 3.25" ALUMINUM CAP STAMPED "PLS 17666" IN A RANGE BOX AND MONUMENTED AT THE EAST QUARTER CORNER BY A 3.25" BRASS CAP, STAMPED "PLS 13155", AS BEARING SOUTH  $00^{\circ}25'07''$  EAST ACCORDING TO THE PLAT OF MAINSTREET & PINE MARKETPLACE FOURTH AMENDMENT.

PREPARED BY: SHAWN D. CLARKE, PLS  
CO # 38061  
SCLARKE@HKSENG.COM

ON BEHALF OF: HARRIS KOCHER SMITH  
1120 LINCOLN STREET, SUITE 1000  
DENVER, CO 80203  
303.623.6300

**ILLUSTRATION FOR EXHIBIT A**  
 SITUATED IN THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST  
 OF THE 6TH P.M., TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO



Please: FR1032224 103114. By: Shawn Clark Hieath: p:\02\2020\02\02\survey\exam\_230202\_64tm.dwg Layout:tlis

**NOTE:**  
 THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.  
 IT IS INTENDED TO DEPICT ONLY THE ATTACHED DESCRIPTION.

 1120 Lincoln Street, Suite 1000 Denver, Colorado 80202 P: 303.423.4000 F: 303.423.4011 harris@kochersmith.com	<b>ILLUSTRATION FOR EXHIBIT A</b>	PROJECT #: 230202 CHECKED BY: SOC DRAWN BY: JPE
	<b>MARKET &amp; PINE MARKETPLACE 4TH AMD L4</b> PARKER, DOUGLAS COUNTY, COLORADO	SHEET NUMBER <b>2</b> 2 OF 2

**EXHIBIT "A"  
DESCRIPTION**

A PARCEL OF LAND BEING A PORTION OF LOT 1, MAINSTREET & PINE MARKETPLACE FOURTH AMENDMENT, RECORDED AT RECEPTION NO. 2016027717, SITUATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHEAST CORNER OF SAID SECTION 22;  
THENCE SOUTH 04°19'34" WEST, A DISTANCE OF 945.21 FEET TO THE WEST LINE OF SAID LOT 1 AND THE **POINT OF BEGINNING**;

THENCE SOUTH 46°19'30" EAST, A DISTANCE OF 66.09 FEET;  
THENCE SOUTH 02°31'51" EAST, A DISTANCE OF 30.56 FEET TO SAID WEST LINE;  
THENCE ALONG SAID WEST LINE THE FOLLOWING THREE (3) COURSES:

- 1) NORTH 43°52'29" WEST, A DISTANCE OF 45.94 FEET TO A POINT OF CURVATURE;
- 2) ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 47.38 FEET, SAID CURVE HAVING A RADIUS OF 62.00 FEET, A CENTRAL ANGLE OF 43°47'04", AND A CHORD WHICH BEARS NORTH 21°58'57" WEST A CHORD DISTANCE OF 46.23 FEET;
- 3) NORTH 00°05'25" WEST, A DISTANCE OF 0.17 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 1,238 SQUARE FEET OR 0.03 ACRES, MORE OR LESS.

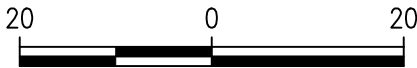
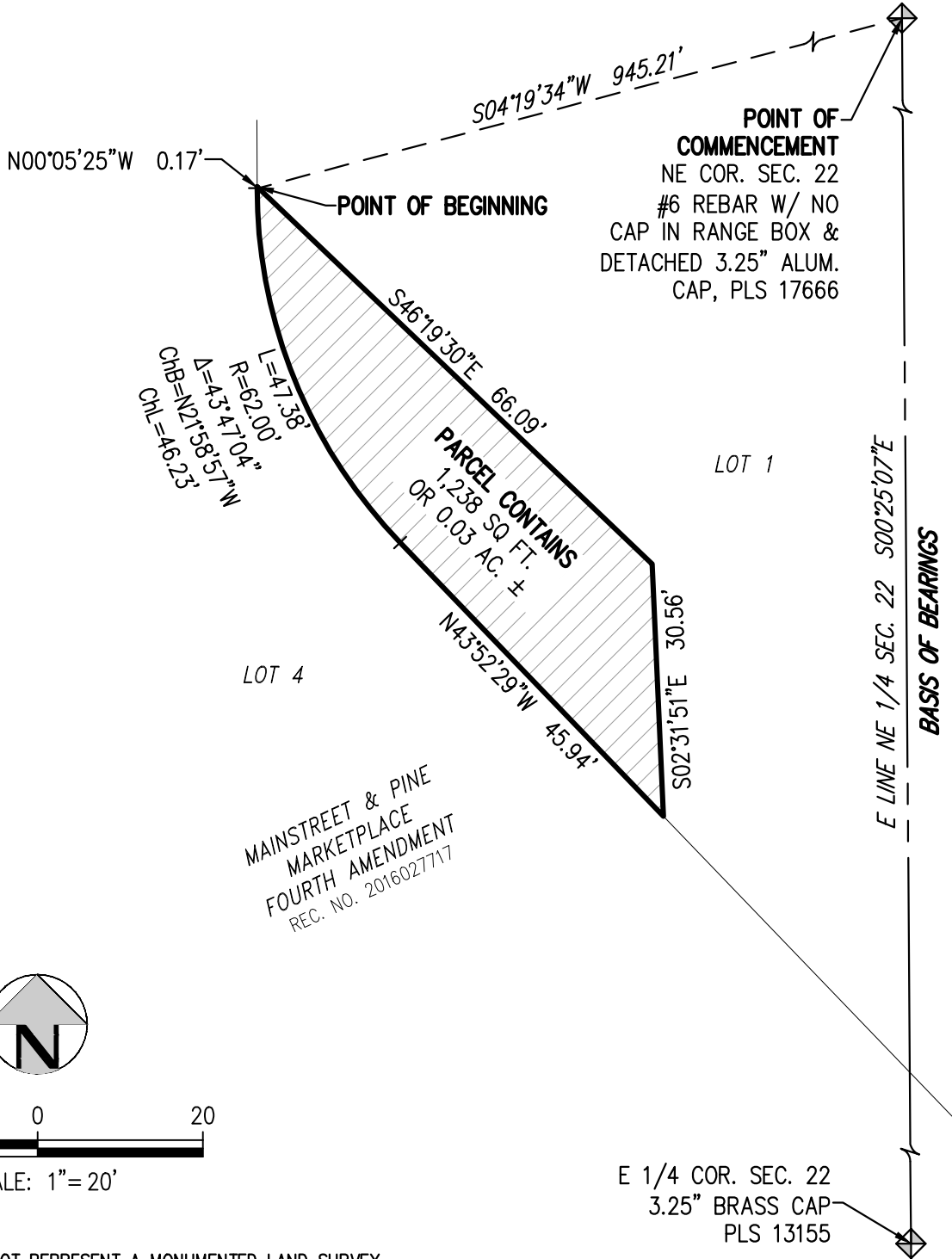
**BASIS OF BEARINGS:** BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, MONUMENTED AT THE NORTHEAST CORNER BY A NO. 6 REBAR WITH DETACHED 3.25" ALUMINUM CAP STAMPED "PLS 17666" IN A RANGE BOX AND MONUMENTED AT THE EAST QUARTER CORNER BY A 3.25" BRASS CAP, STAMPED "PLS 13155", AS BEARING SOUTH 00°25'07" EAST ACCORDING TO THE PLAT OF MAINSTREET & PINE MARKETPLACE FOURTH AMENDMENT.

PREPARED BY: SHAWN D. CLARKE, PLS  
CO # 38061  
SCLARKE@HKSENG.COM

ON BEHALF OF: HARRIS KOCHER SMITH  
1120 LINCOLN STREET, SUITE 1000  
DENVER, CO 80203  
303.623.6300

# ILLUSTRATION FOR EXHIBIT A

SITUATED IN THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO



SCALE: 1" = 20'

**NOTE:**

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED TO DEPICT ONLY THE ATTACHED DESCRIPTION.

Plotted: FRI 03/22/24 10:31:11A By: Shawn Clarke Filepath: p:\2023\230202\survey\esmt\_230202\_6-strm.dwg Layout: illus

**HKS**  
**HARRIS KOCHER SMITH**  
1120 Lincoln Street, Suite 1000  
Denver, Colorado 80203  
P: 303.623.6300 F: 303.623.6311  
HarrisKocherSmith.com

ILLUSTRATION FOR EXHIBIT A

MARKET & PINE MARKETPLACE 4TH AMD L4  
PARKER, DOUGLAS COUNTY, COLORADO

PROJECT #:	230202
CHECKED BY:	SDC
DRAWN BY:	JPE
SHEET NUMBER	2
	2 OF 2

**NONEXCLUSIVE EASEMENT AGREEMENT  
(LIBRARY)**

THIS EASEMENT AGREEMENT (“**Agreement**”) is dated this \_\_\_\_ day of \_\_\_\_\_, 2025, by DOUGLAS COUNTY LIBRARIES, a library district formed in Douglas County, Colorado (“**Grantor**”), with its principal office at 20105 E. Mainstreet, Parker, Colorado 80138, and the PARKER WATER AND SANITATION DISTRICT (hereafter referred to as “**Grantee**”), a Colorado special district and political subdivision having an address at 18100 E. Woodman Drive, Parker, Colorado 80134 (each a “**Party**” and collectively the “**Parties**”).

WHEREAS, Grantee currently owns and operates a water pipeline and related facilities and appurtenances (collectively, “**Improvements**”) in or upon certain real property owned by Grantor and situated in Douglas County, Colorado, which real property is more particularly described and depicted in Exhibit A, attached hereto and incorporated herein (along with appurtenances thereto, the “**Easement Property**”); and

WHEREAS, Grantor is willing to grant an easement to Grantee in the Easement Property for the aforesaid purposes, subject to the terms and provisions hereof.

NOW THEREFORE, for the consideration of Ten Dollars (\$10.00) paid to Grantor by Grantee, and for the additional consideration of the performance by the Parties of the terms and conditions hereof, the receipt and adequacy of which is hereby acknowledged, Grantor does hereby grant to Grantee, and Grantee accepts from Grantor, the following Easement as hereinbelow set forth:

1. Grant of Easement. Grantor does hereby grant and convey to Grantee, its successors, assigns, lessees, licensees and agents, a nonexclusive perpetual easement upon, over, under, across and through the Easement Property for the purpose of Grantee’s construction, reconstruction, operation, maintenance, repair, removal, and abandonment in place, of the Improvements as required by Grantee from time to time. Grantee shall have the right of ingress and egress over and across the adjacent lands of Grantor to and from the Easement Property as may be necessary in connection with Grantee’s exercise of Grantee’s easement rights set forth herein, provided that Grantee shall use existing roadways to the extent available and shall clean, cure and correct, as may be reasonably necessary, any property located adjacent to the Easement Property owned or maintained by the Grantor that may be damaged by such ingress and egress activities in accordance with Section 2.A, infra.

2. Covenants of Grantee. Grantee hereby represents, covenants, and warrants in favor of Grantor and its successors and assigns as follows:

A. Grantee shall protect the Easement Property and the adjacent lands of Grantor over which Grantee has rights of ingress and egress from damage caused in whole or in part by acts or omissions of Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees, and agents. Grantee shall keep all of the Easement Property reasonably clean and clear of equipment, building materials, dirt, debris, and similar materials resulting from Grantee’s activities. Grantee shall clean, cure, and correct any such damage to any elements of the Easement Property or the above-referenced adjacent lands. Upon completion of any of its activities that disturb the surface of the Easement Property, Grantee shall, at its expense, restore the Easement Property to substantially the condition it was in immediately prior to the initiation of such activities or subsequent restoration, except as otherwise provided herein or as necessarily modified to accommodate the Improvements. If Grantee fails to clean, cure, or correct such damage within fourteen (14) days after notice thereof from Grantor, then Grantor may do so, at Grantee’s expense. Notwithstanding any provision herein, Grantee shall have no obligation to clean, cure, or correct

any damage to any private improvements in or on the Easement Property, including but not limited to, all privately owned pavement, curbs, gutters, walks, streets, other utilities, structures, and other improvements. For purposes of this Agreement, “**private improvements**” or “**privately owned**” shall mean or refer to improvements not owned by a county or municipality.

B. In all activities undertaken on property belonging to Grantor, Grantee or its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees shall conduct and construct all work in a good and workmanlike manner.

C. Grantee shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees, any hazardous substances, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980 (“**CERCLA**”), pollutants, or contaminants, as defined by CERCLA or hazardous waste as defined by the Resource Conservation and Recovery Act (“**RCRA**”), including but not limited to asbestos, and/or urea formaldehyde, or any pollutants or toxic pollutants as defined by the Clean Water Act, and any amendments thereto, to be dumped, spilled, released, permanently stored, or deposited on, over, or beneath the Easement Property. Any hazardous, toxic, or flammable substances use by Grantee, its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees in the construction, reconstruction, operation, maintenance, or removal of the Improvements shall be utilized in a lawful manner and in compliance with all federal, state, and local requirements relating to protection of health or the environment.

### 3. Grantor’s Covenants.

A. Grantor covenants and agrees that during the term of this Agreement it shall not plant within or allow to grow into the Easement Property any trees, bushes or other planted material that would interfere with the Grantee’s use of the Easement Property, and that it shall not construct any buildings or other improvements within, over or upon the Easement Property without the prior written permission of the Grantee, except that Grantor may install roadways, sidewalks, curbs, gutters, and trails on the Easement Property, without written permission, provided Grantor shall be responsible for repairing or replacing any private improvements damaged by Grantee’s permitted activities in or on the Easement Property, including payment of the costs thereof.

B. To the fullest extent permitted by applicable law:

i. Grantor hereby warrants that Grantor owns fee title to the Easement Property land;

ii. Grantor covenants that any existing liens and encumbrances affecting the Easement Property will not give rise to any extinguishment or termination of title to the easement rights granted hereunder; and

iii. Grantor agrees to protect and defend the title of the Grantee to the rights granted to Grantee hereunder in the Easement Property from and against all persons whomsoever.

C. Grantor warrants and guarantees that it has the power and authority to grant the easement created by this Agreement.

### 4. Retained Rights of Grantor.



A. Grantor reserves the right of ownership, use and occupancy of the Easement Property insofar as said ownership, use and occupancy do not impair the rights granted to Grantee pursuant to this Agreement. Grantee's rights hereunder are nonexclusive, and Grantor shall have the authority to grant other easements or rights to use the Easement Property, so long as it does not impair the rights granted to Grantee.

B. In the event that the construction of any other utilities, roadways, or other improvements upon, over, under or across the Easement Property or the violation of any of the warranties made by Grantor herein necessitates the relocation and/or encasement of the Improvements, then Grantor shall, at its sole cost and expense, timely perform or cause the performance of such relocation and/or encasement of the Improvements and shall provide a replacement easement for the relocation, if necessary, subject to Grantee's specifications. In the event Grantor does not relocate, encase the Improvements, and/or provide a new easement as required by Subsection B within a reasonable period of time, not to exceed ninety (90) days after notice thereof from Grantee, then Grantee may do so, at Grantor's expense.

5. Indemnification of Grantee by Grantor. Grantor agrees, and hereby does, to the fullest extent permitted by law, indemnify and hold harmless Grantee, any directors, officers, employees and agents of Grantee, and any successors or assigns of Grantee, from any costs, expenses, damages, claims or demands incurred or asserted against Grantee as a result of or arising out of Grantor's warranties or covenants set forth herein.

6. Miscellaneous.

A. Subjacent and Lateral Support. Grantor and Grantee shall each have the right of subjacent and lateral support for the Easement Property; neither Grantor nor Grantee shall take any action that would impair the lateral or subjacent support for the Easement Property.

B. Binding Effect - Runs With Land. This Agreement shall extend to and be binding upon the successors and assigns of the respective Parties hereto. The rights and responsibilities set forth in this Agreement are intended to be covenants upon the Easement Property and are to run with the land.

C. Governing Law. The terms, covenants and provisions hereof shall be governed by and construed under the applicable laws of the State of Colorado, and exclusive venue for any action relating to this Agreement shall be with the District Court of Douglas County, Colorado.

D. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto relating to the Easement and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified, except by a writing executed by both Parties.

E. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver, unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

F. Assignment. Grantee may assign or license all or a portion of its rights hereunder to another political subdivision of the State of Colorado, provided any assignee shall be bound by all terms and conditions set forth herein.



G. Severability. The invalidity or unenforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. If any provision of this Agreement or the application thereof to any person, entity or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement and each and every provision thereof, are declared to be severable.

H. Counterpart Execution. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

I. No Third-Party Beneficiary. The Parties enter into this Agreement for the sole benefit of the Parties, to the exclusion of any third party, and no third-party beneficiary is intended or created by the execution of this Agreement.

J. Recording. This Agreement shall be recorded in the official records of the Douglas County Clerk and Recorder upon full execution.

*[Remainder of Page Intentionally Blank - Signatures on Following Page]*



**GRANTEE:**

PARKER WATER AND SANITATION DISTRICT,  
a Colorado special district and political subdivision

By: \_\_\_\_\_  
Ron R. Redd, District Manager

STATE OF COLORADO )

) ss

COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2025, by Ron R. Redd as Manager of the Parker Water and Sanitation District, a Colorado special district and political subdivision.

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

EXHIBIT A  
**Legal Description**

A PARCEL OF LAND BEING A PORTION OF LOT 1, MAINSTREET & PINE MARKETPLACE FOURTH AMENDMENT, RECORDED AT RECEPTION NO. 2016027717, SITUATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHEAST CORNER OF SAID SECTION 22;  
THENCE SOUTH 01°28.45. WEST, A DISTANCE OF 905.93 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 00°25'07" EAST, A DISTANCE OF 32.52 FEET;  
THENCE NORTH 43°46'27" WEST, A DISTANCE OF 44.97 FEET;  
THENCE NORTH 89°54'43" EAST, A DISTANCE OF 30.87 FEET TO THE **POINT OF BEGINNING**.

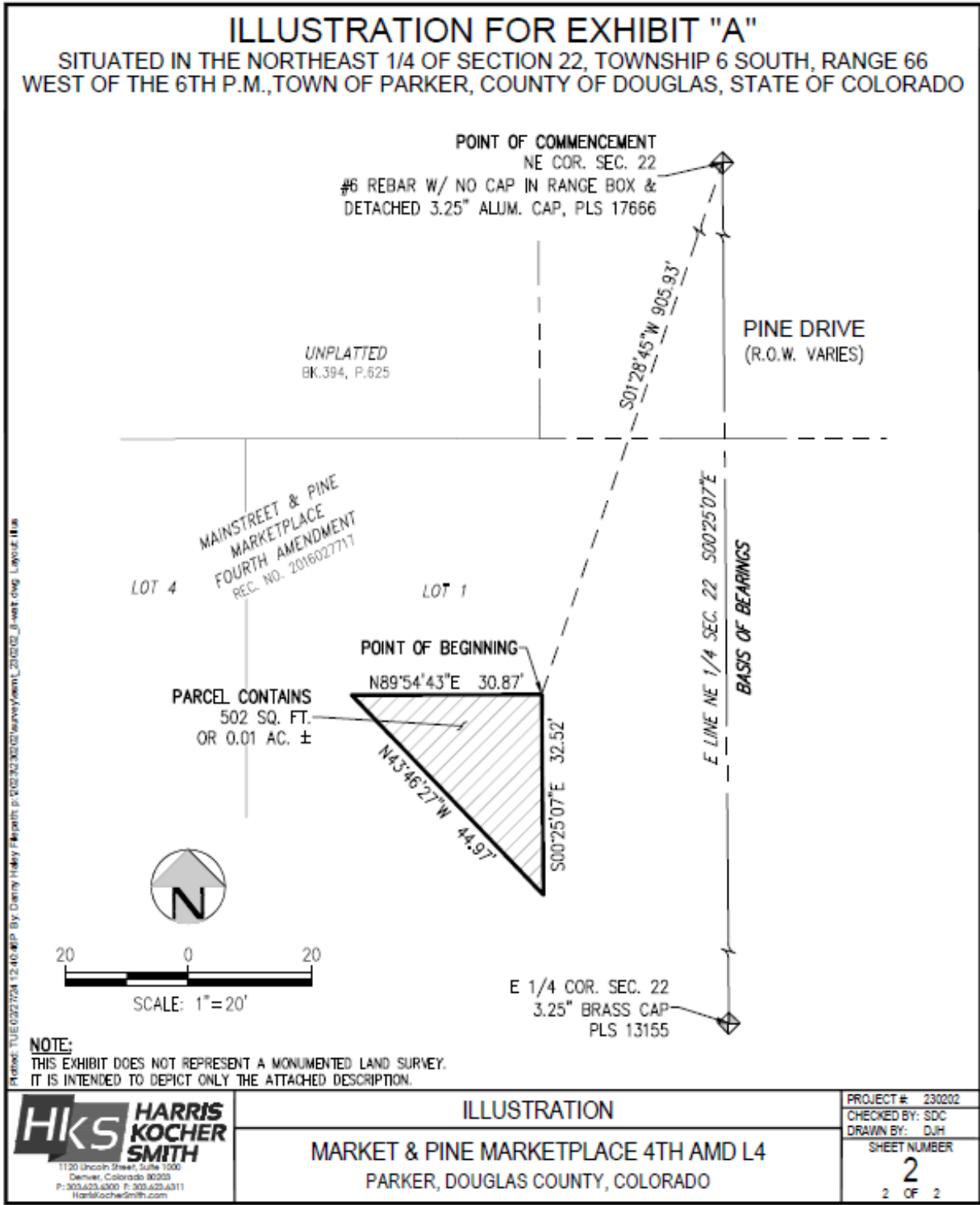
SAID PARCEL CONTAINS 502 SQUARE FEET OR 0.01 ACRES, MORE OR LESS.

**BASIS OF BEARINGS:** BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, MONUMENTED AT THE NORTHEAST CORNER BY A NO. 6 REBAR WITH NO CAP IN A RANGE BOX, AND MONUMENTED AT THE EAST QUARTER CORNER BY A 3.25" BRASS CAP, PLS 13155, AS BEARING SOUTH 00°25'07" EAST ACCORDING TO THE PLAT OF MAINSTREET & PINE MARKETPLACE FOURTH AMENDMENT.

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PREPARED BY:        SHAWN D. CLARKE, PLS  
                             CO #38061  
                             SCLARKE@HKSENG.COM

ON BEHALF OF:      HARRIS KOCHER SMITH  
                             1120 LINCOLN STREET, SUITE 1000  
                             DENVER, CO 80203  
                             303.623.6300



**EXHIBIT "A"  
DESCRIPTION**

A PARCEL OF LAND BEING A PORTION OF LOT 1, MAINSTREET & PINE MARKETPLACE FOURTH AMENDMENT, RECORDED AT RECEPTION NO. 2016027717, SITUATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHEAST CORNER OF SAID SECTION 22;  
THENCE SOUTH 01°28'45" WEST, A DISTANCE OF 905.93 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 00°25'07" EAST, A DISTANCE OF 32.52 FEET;  
THENCE NORTH 43°46'27" WEST, A DISTANCE OF 44.97 FEET;  
THENCE NORTH 89°54'43" EAST, A DISTANCE OF 30.87 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 502 SQUARE FEET OR 0.01 ACRES, MORE OR LESS.

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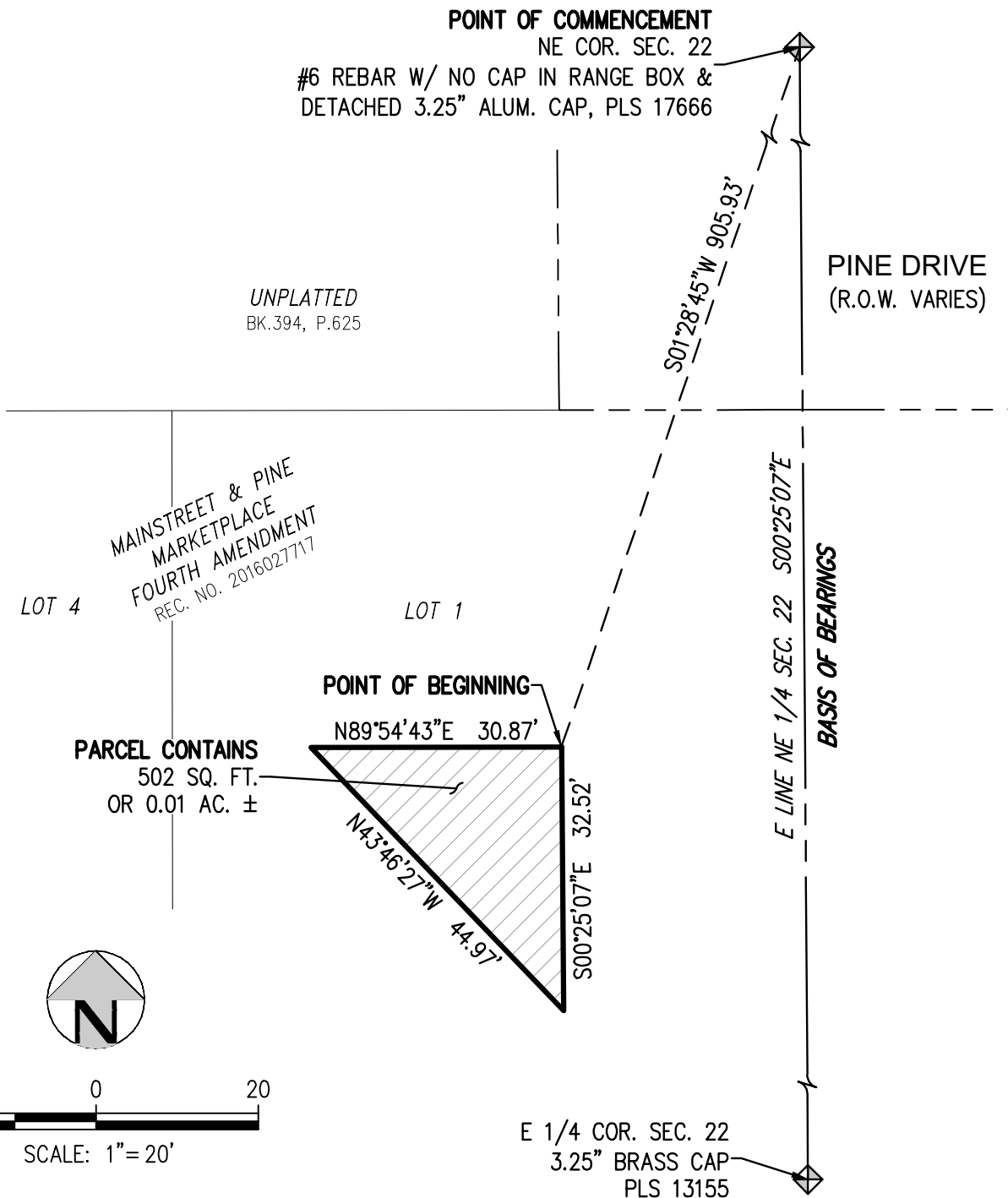
PREPARED BY: SHAWN D. CLARKE, PLS  
CO #38061  
SCLARKE@HKSENG.COM

ON BEHALF OF: HARRIS KOCHER SMITH  
1120 LINCOLN STREET, SUITE 1000  
DENVER, CO 80203  
303.623.6300

DRAFT

# ILLUSTRATION FOR EXHIBIT "A"

SITUATED IN THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO



UNPLATTED  
BK.394, P.625

MAINSTREET & PINE  
MARKETPLACE  
FOURTH AMENDMENT  
REC. NO. 2016027717

LOT 4

LOT 1

PARCEL CONTAINS  
502 SQ. FT.  
OR 0.01 AC. ±



SCALE: 1" = 20'

E 1/4 COR. SEC. 22  
3.25" BRASS CAP  
PLS 13155

**NOTE:**

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.  
IT IS INTENDED TO DEPICT ONLY THE ATTACHED DESCRIPTION.

Plotted: TUE 02/27/24 12:40:46P By: Danny Haley Filepath: p:\2023\230202survey\esml\_230202\_8-watr.dwg Layout: illus

**HKS**  
**HARRIS KOCHER SMITH**  
1120 Lincoln Street, Suite 1000  
Denver, Colorado 80203  
P: 303.623.6300 F: 303.623.6311  
HarrisKocherSmith.com

ILLUSTRATION

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MARKET & PINE MARKETPLACE 4TH AMD L4  
PARKER, DOUGLAS COUNTY, COLORADO

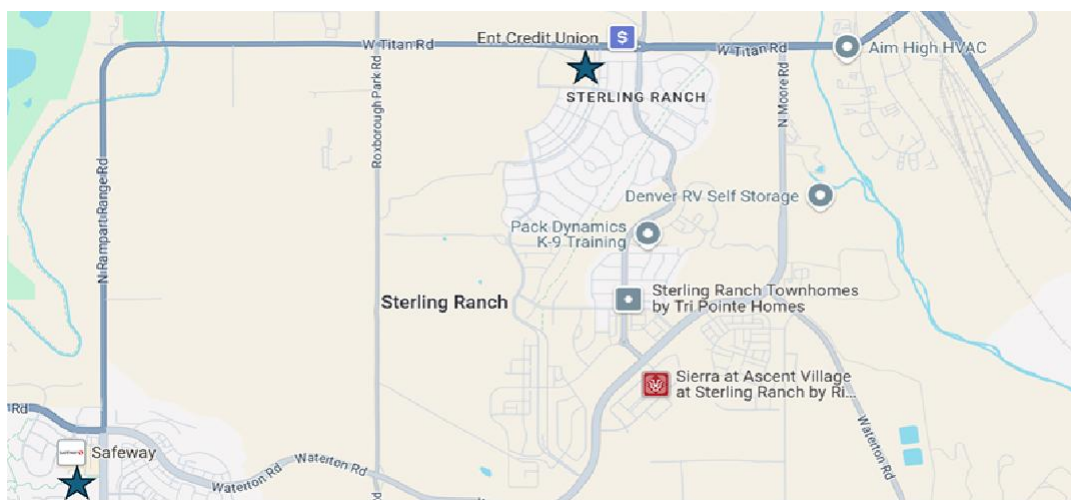
PROJECT #:	230202
CHECKED BY:	SDC
DRAWN BY:	DJH
SHEET NUMBER	2
	2 OF 2

**MEMO**

To:	<b>Douglas County Libraries Board of Trustees</b>
Date:	February 26, 2025
From:	Bob Pasicznyuk
Subject:	<b>Site Evaluation: Northwest Library</b>

**PROBLEM STATEMENT**

Last month, the Board approved the construction of a new Northwest, Douglas County library – project budget and scope. The Board also directed staff to provide a cursory evaluation and recommendation about two competing sites for that library – sites at Sterling Ranch and Roxborough.



The library consulted County Public Works and the library’s general contractor about both sites. These are the high-level advantages and disadvantages of each.

**Sterling Ranch:**

Advantage	Disadvantage
<ul style="list-style-type: none"> <li>• Upfront cost – land donation</li> <li>• Regional centrality around future growth</li> <li>• Proximity and visibility to Titan Road</li> <li>• Proximity to a neighborhood school</li> <li>• Easy entrance and exit</li> <li>• Site capacity</li> <li>• Access to central storm water detention</li> <li>• No unusual development conditions</li> <li>• No required zoning changes</li> <li>• Area library programming has been positive.</li> </ul>	<ul style="list-style-type: none"> <li>• Proximity to a neighborhood school</li> <li>• Soil conditions</li> <li>• Unknown, future view obstructions</li> <li>• Little, current retail/economic activity.</li> </ul>

**Roxborough site.**

Advantage	Disadvantage
<ul style="list-style-type: none"> <li>• Upfront cost – land donation</li> <li>• Proximity to the existing library rental</li> <li>• Site capacity</li> <li>• Viewshed permanence</li> </ul>	<ul style="list-style-type: none"> <li>• Soil conditions and grading</li> <li>• Redesignation (from drainage easement)</li> <li>• Discovery about wetlands classification</li> <li>• No dedicated entrance/exit to thoroughfare</li> </ul>



- |   |   |
|---|---|
| <ul style="list-style-type: none"><li>• Economic drivers – grocery, food service.</li></ul> | <ul style="list-style-type: none"><li>• Storm water detention solution</li><li>• Lack of centrality to area growth.</li></ul> |
|---|---|

## **RECOMMENDATION**

Both sites can support a new, Northwest library. Staff recommend that the library be located at the proposed Sterling Ranch site. Staff also recommend that the Library (via Board action) enter into a Memorandum of Understanding with Sterling Ranch Developers for the land donation (attached). Two general observations drive this recommendation:

- 1) The Roxborough site has more unknowns that would require time and resources for discovery.
- 2) The Sterling Ranch site is central to the region's growth.

## **ALTERNATIVES**

1. Choosing the Roxborough site rather than Sterling Ranch.
2. Performing a more detailed, costly evaluation of each site.

## **FISCAL IMPACT**

There is no fiscal impact to the Sterling Ranch choice other than the project budget approved by the Board in January. If the Board chooses the Roxborough site or directs the library to any other site, staff will need to contract with professionals to evaluate the cost of that site to the project's budget.

## Meeting Minutes

**Date:** February 6, 2025

**Minutes By:** Janet Herman, Public Works Director

**Attending:** Bob Pasicznyuk, Executive Library Director  
Kati Carter, Assistant Director Planning Resources  
Janet Herman, Public Works Director

**RE:** Potential Library Site - Tract A, Chatfield Farms Filing 1-A

---

The site shown, on the attached Exhibit, is approximately 3.39 acres (147,604sqft). The following was discussed.

1. The library would need to verify if the existing wetlands is classified as jurisdictional with the Army Corp. May need to hire an environmental consultant like ERO to help make that determination.
2. Most likely will need to raise the site to provide adequate drainage around the building and throughout the parking lot.
3. The existing soils should be evaluated by a geotechnical engineer to understand what may need to be done to build a structure, since this area has been a wetland for 25-30 years. It may require the removal and replacement of the existing dirt.
4. Access would need to be internal to the shopping center. No access onto Rampart Range Road would be allowed per County criteria. An access easement from the shopping center would be needed to ensure access.
5. Detention and water quality will be required.
  - It may be possible to enlarge the existing pond to the south but that would also require the existing pond to be upgraded to provide water quality. There are other operational issues with the existing pond that may need to be addressed. The outfall of the existing pond crosses the proposed site and would need to be addressed during the drainage design to make sure the existing pond drains. You would need to work with the Roxborough Metro District.
  - Another option would be to build your own pond along Rampart range road. It would require that the site be raised for the building. The pond would need to be designed so that it could drain into the existing storm sewer system in the shopping center. We would need to verify the existing storm system is big enough to accommodate the flows from the pond. This would also require an easement from the shopping center.

6. Need to check with the Roxborough Water and Sanitation District to see how they could serve this site.
7. This proposed site may require the following land use processes:
  - Planned Development (PD) Amendment - to include the library use in the open space
  - Plat Amendment – to subdivide the proposed area from Tract A and to potentially adjust easements
  - Location and Extent - to approve the use
8. Engineering plans/studies that would be required: construction plans, drainage report, GESC plans, traffic letter
9. Kati will follow up with Bob regarding the possibility of partnering with the County and providing space for historic exhibits.

Attached: Location Exhibit



Safeway

52 of 75

Entry\_access\_road

Entry\_access\_road

Proposed Library Locations  
3.39 ac. (147,604sf)

Tract A

Chatfield Filing 1A

Drainage/Wetlands

N RAMPART RANGE RD

Westside St



North







**MEMORANDUM OF UNDERSTANDING:  
STERLING RANCH LIBRARY BRANCH**

February 12, 2025

Dear Bob:

Sterling Ranch, LLC (“SR”) is pleased to present this Memorandum of Understanding (“Memorandum”) outlining the terms of a potential partnership between SR and Douglas County Libraries (“DCL”) that would result in the construction of a library branch in Sterling Ranch.

Sterling Ranch is a rapidly growing community with a commitment to sustainability, cutting edge technology, and continuing education. We see many of the same values reflected in DCL’s innovative programming and facilities. It is in that spirit that we hope to pursue a creative partnership that maximizes the impact of a DCL branch located in Sterling Ranch in a way that benefits both library patrons and Sterling Ranch residents alike.

- Project Overview:** SR will donate land to DCL at zero cost to facilitate construction of a DCL library facility in Sterling Ranch (the “New Facility”). DCL will have an option to build the New Facility in two phases: a minimum 16,000 square feet two-story building in “Phase I,” with an intent to add another approximately 14,000 square feet in “Phase II.”
- Site Location:** Approximately 3 acres located at the southwest intersection of Titan Road and Taylor River Circle, as generally shown on Exhibit A attached here (the “Library Parcel”).
- Realignment of Titan Road:** A realignment of Titan Road is anticipated in the future as the northern piece of Sterling Ranch is developed. SR and Douglas County Libraries will agree to work together to adjust lot lines and right-of-way as necessary, including the reasonable approval by the DCL Board.
- Future Expansion:** DCL will endeavor to budget and appropriate sufficient funds to construct Phase II of the New Facility in a reasonable time period.
- Entitlement:** DCL will apply for and process a Location and Extent with Douglas County to subdivide the Library Parcel into a separate legal lot.
- Design Guidelines:** The New Facility should include the following elements:
1. An outdoor plaza and playground area with interactive features for children open to the public during and after library operating hours;
  2. A second-floor outdoor veranda adjacent to the DCL unit;
  3. A drive-through “book drop” for DCL customers.
- Timeline Overview:** Drafting Phase: Upon mutual execution of this Memorandum. The parties will negotiate a definitive Land Contribution and Development Agreement reflecting the terms of this Memorandum. SR and DCL collaborate on a conceptual site plan during the Drafting Phase.

Budgeting and Appropriation Phase: January 2025 with annual budget appropriations thereafter toward the authorized total maximum DCL will endeavor to budget and appropriate funds to design the New Facility in 2025 and break ground in either late 2025 or early 2026.

Subdivision; Closing: March – June 2025. DCL will process a Location and Extent with Douglas County to subdivide the Library Parcel as a separate lot at DCL’s cost. Closing is anticipated by August 31, 2025.

Design Phase: January – December 2025. DCL will engage design firms to design the New Facility and to seek site plan approval, building permit, and all other necessary governmental approvals to construct the New Facility.

Construction Phase: October 2025 – July 2027. DCL oversees construction of the New Facility.

Fit Up and Transition Phase: July 2027 – August 2027. DCL oversees construction of the New Facility.

Anticipated Grand Opening Date: September, 2027

**Approval  
Contingency:**

If the DCL Board has not approved the definitive Land Contribution and Development Agreement and budgeted and appropriated full design costs for the project by July 31, 2025, then this Memorandum shall automatically expire.

**Design Review:**

DCL shall submit exterior elevations, landscape plans, and related documents to the Sterling Ranch Design Review Committee for review and approval prior to commencing construction of the Project. DCL shall model its exterior elevations on one of the four architectural styles identified in the Providence Village Design Principals. DCL may design the interior of its space at its election, consistent with its brand package. The Building will be subject to the CAB’s rules and regulations, including the CAB’s water conservation covenants relating to interior fixtures and exterior landscape guidelines (available at <https://bit.ly/3w3ky01>).

**Right of First  
Refusal; Profit  
Participation:**

If DCL receives an offer to purchase the library building that DCL is willing to accept, SR shall have a right of first refusal to acquire the library building on substantially the same terms except that the purchase price shall be reduced by the then-appraised land value of the Library Parcel.

**About Sterling  
Ranch:**

Sterling Ranch is being developed as a leading 21<sup>st</sup> century master planned, mixed use community located in northwest Douglas County, Colorado. Sterling Ranch is a recognized leader in water conservation, smart community technology, and fiber internet connectivity. At full buildout the project is anticipated to have over 12,000 residential units and several million square feet of commercial uses. More information about Sterling Ranch can be found at [www.sterlingranchcolorado.com](http://www.sterlingranchcolorado.com).

**Non-Binding:**

Except for the “Confidential Transaction” and “Brokerage” provisions, this Memorandum shall be non-binding. Neither SR nor DCL shall have any liability in connection with the transaction described above until such time as a definitive contribution agreement has been prepared and executed by the authorized officers of both parties, regardless of the

expenditure of funds by either party in reliance on this Memorandum. Upon approval, SR shall prepare a term sheet containing terms consistent with this Memorandum.

**Management  
Committee  
Approval:**

DCL acknowledges that this Memorandum and the final transaction details are subject to the final approval of SR's management committee. SR shall timely seek such approval in good faith.

**Brokerage:**

Each party represents and warrants to the other that it does not have a relationship with any broker, agent, or other third-party that would be entitled to a fee, commission, or any other payment if the parties consummate the transaction outlined in this Memorandum. Each party hereby agrees to indemnify, defend, and hold harmless the other party from any claim for any such fee, commission, or payment made by a third party claiming by, through, or on behalf of the indemnifying party.

If the terms of this Memorandum are acceptable, please execute and return a copy to my attention. We look forward to working with you on this transaction and exploring this potential partnership between our groups.

Sincerely,



Brock Smethills  
on behalf of Sterling Ranch, LLC

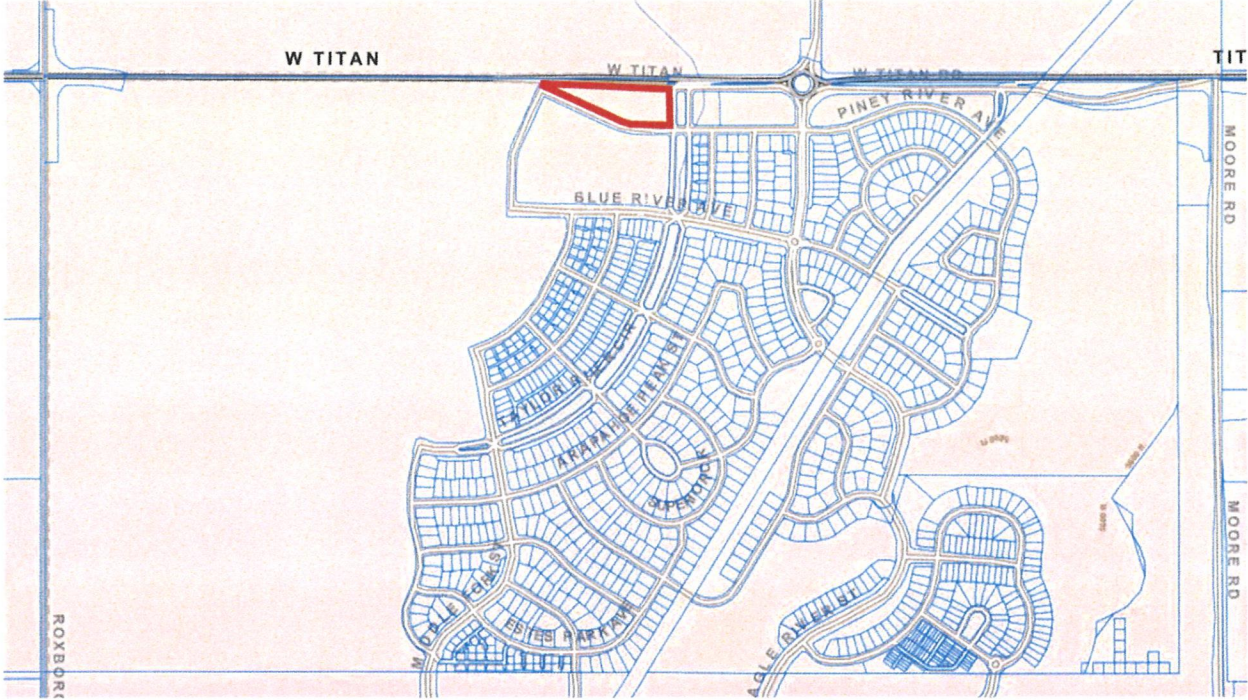
**DOUGLAS COUNTY LIBRARIES:**

ACCEPTED AND AGREED AS OF THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2025.

By: \_\_\_\_\_  
Bob Pasicznyuk, Executive Library Director



**EXHIBIT A**  
**DEPICTION OF SITE LOCATION**





**MEMO**

To:	<b>Douglas County Libraries Board of Trustees</b>
Date:	February 26, 2025
From:	Bob Pasicznyuk
Subject:	<b>Executive Library Director's Report</b>

**ISSUE:** Monthly Library Report

**DISCUSSION:****NEW BUSINESS – SCHOOL DISTRICT PARTNERSHIPS, STUDENTS, AND READING**

**School District Partnerships – About students needing reading assistance.** I met with Douglas County School District administrators twice to discuss library assistance to students with reading deficits and how the library can best partner with the district around any needs relevant to both our missions. They reported that the school district has robust, multi-faceted services to assist students with reading deficits. DCSD employs over 30 specialists who fan out across all their schools to work with students who have learning needs specifically around reading. The District also provides services to non-traditional students who choose home or private school options. The district's metrics (3<sup>rd</sup> grade reading assessments) show that students are performing very well by educational standards and comparisons.

What does the school district recommend in terms of a partnership with our library?

District administrators cited our research database access partnership as something they covet and hope not to lose. They also related their value for traditional outreach – directing staff to schedule classroom work to introduce students to the wealth of the public library.

Attached, please find the library's current service offering and partnership around the school district and other schools in Douglas County.

**LEGISLATION WATCH:** About or impacting libraries. There are two library-centric bills in progress. The library will continue to monitor these and other regulatory impacts to our business.

HB 25-1158. <https://app.coloradocapitolwatch.com/bill/1/HB25-1158/2025/1/>. This bill regulates the content of library research databases requiring vendors to remove adds and internet links.

SB 25-063. [Library Resource Decision Standards for Public Schools](#). This bill extends the requirements of last year's bill affecting public library collection decisions to schools. The bill cleared committee the second week of February.

HB 25-1130. [Labor Requirements for Government Construction Projects](#) . This bill may increase the cost of capital construction projects.

HB 25-1231. [Protect Minors from Sexual or Pornographic Content](#) . This bill may adversely affect access to library content and collections.

**Public Libraries, Privacy, and Customer Records.** Social networks and media speculation have been active this past month around public library records, especially in regards to immigrant uses of libraries. Colorado law has long set boundaries on divulging customer use of libraries. When our staff registers new customers, they ask if they may respond to family inquiries about loans to satisfy exception “b.” Law enforcement inquiries require subpoenas or court orders – exception “c.” Note that administrative warrants do not satisfy the legal requirements of subpoenas or court orders. Parents and guardians must present a child’s library card number to access their children’s account information – exception “d.”

### **24-90-119. Privacy of user records.**

(1) Except as set forth in subsection (2) of this section, a publicly supported library shall not disclose any record or other information that identifies a person as having requested or obtained specific materials or service or as otherwise having used the library.

(2) Records may be disclosed in the following instances:

- a. When necessary for the reasonable operation of the library;
- b. Upon written consent of the user;
- c. Pursuant to subpoena, upon court order, or where otherwise required by law;
- d. To a custodial parent or legal guardian who has access to a minor’s library card or its authorization number for the purpose of accessing by electronic means library records of the minor.

(3) Any library official, employee, or volunteer who discloses information in violation of this section commits a civil infraction and, upon conviction thereof, shall be punished by a fine of not more than three hundred dollars.

(4) A written request for reconsideration of a library resource made at a public library pursuant to section 24-90-122 (3) is not a library user record as described in subsection (1) of this section.

## **Division Updates**

### **Customer Experience**

#### **Accomplishments:**

- Launched family book clubs at each branch. Themes include baby literacy, family review crew, and family media wellness.
- Forest of Stories: debriefed on tours (we led 45 tours for 307 people in Nov/Dec) to improve service for 2025 holiday season.
- Completed rollout of new scheduling software. Continuously looking for ways to improve the experience. Staff are learning to use some of the new shift trade/swap features.
- Created small task force to ensure all district-wide branch procedures are regularly reviewed and kept up to date.

#### **Coming Up:**

- Installing HI and LT playscapes in Feb.; also installing new garden element in PA playscape.
- Monthly brain health fitness sessions for older customers begin at each branch in March.
- Will begin adding volunteers to outreach Tech Tutoring Services and will identify opportunities for growing materials handling volunteers.

## Community Engagement

Public Art at DCL. Douglas County Libraries offers free public display spaces for local artists in our Castle Rock, Highlands Ranch, Lone Tree, and Parker branch libraries. These display spaces are available to artists of all caliber--from professional to amateur and from elementary school students to those who have honed their craft over a lifetime of work. For many, this opportunity is the first possibility of having their work visible to the public. Displaying artists have expressed gratitude in being able to share their passion with their community members as well as having a physical space to find prospective patrons to purchase their pieces. Parents of children who have exhibited their artwork have said how excited their kids were at seeing their art displayed in the library where they go to check out books and partake in storytimes. Display space bookings are handled on a first come-first served basis, with all four branch locations often booked many months in advance. There are currently only a few slots left in 2025 with more availability into 2026.

Camp DCL. Reservations opened February 3. Within the first 30 minutes nearly 200 registrations came in and over 250 were made on the first day. 2025 Summer camps are nearly sold out with just a few spots left. Camps are held throughout DCL locations from June 2-August 1, 2025, and offer a variety of topics for children.

Birthday Party Demand. Events & Hospitality has created a new staffing schedule that allows us to increase our capacity for weekend birthday parties and events in our spaces throughout the district and get closer to meeting the growing demands of our community. In April 2017, DCL booked its first birthday party, and since then we have experienced sustained growth. DCL birthday parties have grown to 150 booked parties in both 2023 and 2024. At the same time, we accounted for 125 plus un-booked parties in each of those years due to various reasons. To support meeting the community's requests for more birthday parties, the Events & Hospitality team has added an additional weekly birthday party option for customers on Sundays, from 10:30 a.m.–12:30 p.m. This opportunity gives us the chance to engage with more volunteers, learn and integrate the new birthday Storytime structure, and fulfill the requests of customers that we've had to turn away over the past two years.

Playscape Installations. Guests will be invited to stay and play at two new educational play areas opening in February. Douglas County Libraries will be adding two new interactive children's educational areas. A new veterinary inspired clinic will open in February in Highlands Ranch and a financial literacy exhibit featuring a playful bank and retail area will open in Lone Tree. These playscapes have become beloved areas in each of our branches offering our young visitors a place to learn in a playful environment. The team has finalized the last few details required for installation including the graphic packages and sponsorship partnerships. The team will oversee installation and work with our vendors to complete these throughout the month.

New Board Member for Douglas County Libraries Foundation. The Douglas County Libraries held their annual meeting in January 2025. At this meeting, they voted and approved having Rick O'Dell join the foundation board. O'Dell a former DCL employee (retired) and construction expert, is excited to give back to his community and continue to support valuable library work in the community he calls home.

Volunteer Services 2024 Highlights. Unique Volunteer Roles & Opportunities/ Number of opportunities and roles available to volunteers

2023	2024	% change
93	112	20.4%

Unique Volunteer Shifts. Total number of volunteer shifts each year

2023	2024	% change
10,711	10,915	1.9%

The 2024 Annual Volunteer Report is included following this report.

## **Executive Office**

### Working on

- Overseeing Records Retention annual first quarter destruction of records
- Budget Policy 2<sup>nd</sup> Reading
- Finalizing Onboarding Plan for March onboarding of new trustee(s)
- Working on review of board business files against board executive files
- Foundation Records Retention plan

### Accomplished

- Onboarding New Customer Experience Director

## **Finance**

- Preparing the Annual Report and all accompanying financial schedules and disclosure notes.
- Completing the annual audit
- Fine-tuning the new accounts payable workflow in our new software, Avid
- Working through the implementation of Qwestica, our new budgeting software

We are also starting to plan for the June Finance Senior Leadership Team/Manager meeting, which will serve as both a 2026 budget kick-off, and an interactive training opportunity for managers who use various financial software. Lastly, we are partnering with our Learning & Development team to create more robust and formal training for Library staff on DCL's learning platform.

## **Infrastructure Services**

- Cost Containment
  - HR worked with Finance to complete the 2024 Workers' Compensation audit.
- Holds ratios
  - Collection Services is currently maintaining the physical collection at a 4:1 holds ratio and the digital collection at a 5:1 holds ratio.
- Talent Management
  - HR is working with our compensation partner to prepare for annual adjustments in April.
- Capital projects

- Facilities is working to get a quote for the replacement of the end-of-life Highlands Ranch public elevator. This project requires a deposit to order custom parts in advance of the Q3 planned replacement.
- IT will be focusing on PC replacements in March.

### **January Board Meeting Follow up.**

None

**RECOMMENDATION:** None; information only.

## DCL & DCSD – Engagement Plan

Opportunities Offered

### Battle of the Books

Each year, schools can sign up to be part of the Battle of the Books program. 44 schools across the county compete locally than the top schools in each region compete in a district wide battle

### Branch Services

Resources by Request – teachers can request a curated bundle of books (up to 25) on a topic to be picked up at their DCL location of choice. Books are searched and picked by DCL staff

Custom Library Tours & Visits – DCL offers library tours to groups when booked in advance. Staff will tour groups around the library and personalize them to the groups needs

Programs Supporting Reluctant Readers and Reading Skills

- Bark for Books
- Reading Buddies
- Book Clubs for all ages
- Summer Reading Program

### DCL Databases @ Schools

All DCSD and some charter schools have access to an assortment of DCL paid database subscriptions through their IP addresses. *Only for DCSD schools and Charters who pay into DCSD for library and IT support*

### EPIC Reads

DCL staff creates expertly picked lists of books yearly for grades 1-3, 4-6 and 6-8 and YA. Lists to be shared through bookmarks and on DCL online catalog

DCL purchases EPIC Reads bookmarks for all DSCD school libraries, roughly 40,000

### One Book One District Partnership/Sponsorship

This program is run through DCSD Media Center and seeks support from DCL. Each year a book is chosen for the entire district to read, engage in and come together to do programs around. DCL supports this program by ensuring digital copies of the book are available either on Hoopla or Overdrive for download. Other means of support are considered depending on DCSD needs

## Page to Stage

DCL contracts with the Front Range Theatre Company to write, produce, and perform a book related production. DCL then offers to schedule an assembly of the production for any elementary school that is interested. To kick things off, large cookie "cakes" are delivered to schools by the libraries Community Relations Liaisons

## School ID = DCL Digital Library Card

All students with a valid DCSD student ID can log into DCL digital resources from anywhere using the prefix 12345678 and their school ID. *Only for students with DCSD student ID's*

## School Supply Drive (1-2x/year)

The Foundation for Douglas County Schools coordinates the Lend a Hand school supply drive once or twice a year. DCL partners with them to be a collection site for these supplies

## SRP Signup Incentive

The summer reading program offers a sign-up incentive to schools. The High School, Middle School, Elementary School, and Private/Charter school with the most registrations receives a check from the DCL Foundation for \$500

## Student Volunteers

DCL supports teens and their need to obtain service credit hours to graduate by offering a variety of volunteer opportunities at all locations

## Communication Plan

### DCL email to DCSD Library Staff – 3x/Year

- Welcome Back – August (School ID Card, Get a Card, Branch Services, Battle of the Books, TLC)
- Happy Holidays – Nov/Dec (EPIC Reads, Adventure Pass, Page to Stage, Book Clubs at local branch)
- Get Ready for Summer – April (SRP, EPIC Reads, DCL Youth Book Clubs)

### DCSD Monthly Newsletter to Families

Each month, DCL Marketing submits a promotional piece to the DCSD Community Engagement team to add in the district newsletter that goes out to all school district families.

## Monthly Newsletter Submission

DCL's Youth Literacy Specialist sends the DCSD Media Center an entry for their monthly newsletter that is sent to library media staff throughout the county. Topics include promotion of services, events, and timely information

## Resource lists by Preschool, Elementary, Middle, High and Homeschools

Curated lists by age level are made available to all DCSD staff at the beginning of each school year and by request.

Outreach

### Book an Archivist

Archivists and local historians from the DCL Archives & Local History can visit your school to talk about local history and how they keep track of it

### Book Start

Douglas County preschool teachers can request a Book Start volunteer to read in their classrooms. Requests should go through DCL's Youth Literacy Specialist and once approved, a volunteer match will begin

## Professional Development Days

Requests that go through the Community Services & Partnerships department will be accepted as appropriate and DCL's Youth Literacy Specialist will determine the best team to deliver the presentation.

## School Literacy Nights & Other Requests

These one-off events will be considered as any other outreach and approved by the Manager of Community Services & Partnerships. Once determined if DCL will attend, a team of DCL staff and volunteers will go to the event

Other Partnerships with DCSD

### ESL Classes for Parents at Library

DCL provides multiple spaces weekly at our Castle Rock location during the school year for parents of students to learn English. DCSD provides the instruction, and DCL provides space and curriculum access.



## Free Summer Lunch Program

In partnership with DCSD Nutrition Services, DCL has two locations that participate as a lunch handout site for the free lunch summer program - Castle Pines and Castle Rock.

## Volunteer Services 2024 Report

### Summary

Volunteer Services serves as the hub of volunteerism at Douglas County Libraries (DCL). Five Volunteer Service Coordinators, led by the Volunteer Services Manager, are responsible for recruiting, interviewing, placing and onboarding all volunteers. Subsequently, the volunteers' assigned work departments provide job-specific training and supervision related to most roles. Volunteer Services works directly with Second Chapter Bookstore, Court-ordered, Home Delivery, and General volunteers. Volunteer Services, in partnership with the Special Events department, plans volunteer recognition events and activities throughout the year.

DCL provides opportunities for:

- High school students working toward required community service hours
- Court-ordered volunteers
- Groups and organizations
- Special-needs volunteers
- General public/community members

Volunteers supplement our work across the organization. In 2024, we welcomed 1,280 volunteers who contributed 27,720 hours of service.

### Volunteer Hours

	2023	2024	% change
<b>Unique Volunteers</b>	1,198	1,280	6.8%
<b>Hours Contributed</b>	26,209	27,720	5.8%

### Value Generated

	2023	2024	% change
Donated Time Equivalent	\$900,576	\$1,007,899	11.9%
Second Chapter Bookstore sales	\$76,102	\$72,196	-5.1%
Amazon online sales	\$9,283	\$11,783	26.9%
DreamBooks	\$7,524	\$18,706	148.6%
<b>Total Value</b>	<b>\$993,485</b>	<b>\$1,110,584</b>	<b>11.8%</b>

### Volunteers by Age

Age Range	2023		2024	
	Volunteers	Hours	Volunteers	Hours
10-14	132	1,690	148	2,009
15-18	517	7,341	552	7,579
19-29	111	1,375	117	1,456
30-54	94	3,030	123	3,872
55-69	108	5,006	130	5,669
70-91	102	5,555	128	6,572

We have age data for 93% of our volunteers. Teens, age 15-18, comprise our biggest age group.

### Volunteers by DCL Department

Department	2023		2024		% change	
	Hours	Volunteers	Hours	Volunteers	Hours	Volunteers
Collection Services	195	7	181	5	-7.2%	-28.6%
Community Services & Partnerships	3,963	97	4,291	110	8.3%	13.4%
Customer Experience	327	28	455	23	39.1%	-17.9%
Events & Hospitality	2,227	224	2,636	275	18.4%	22.8%
Executive (Board of Trustees & Foundation Board)	588	16	833	18	41.7%	12.5%
Materials Handling	5,105	117	4,219	95	-17.4%	-18.8%
Special Events	4,451	411	4,739	364	6.5%	-11.4%
Visual Arts, Archives & Design	324	50	383	32	18.2%	-36.0%
Volunteer Services	5,365	370	4,815	456	-10.3%	23.2%
Volunteer Services (Court-ordered Volunteers)	270	18	1,547	70	473.0%	288.9%
Youth & Family Services	3,309	393	3,605	438	8.9%	11.5%

### Volunteers by DCL Location

	2023		2024		% change	
Location	Hours	Volunteers	Hours	Volunteers	Hours	Volunteers
Archives & Local History	228	4	331	6	45.2%	50.0%
Board of Trustees and Foundation	588	16	833	18	41.7%	12.5%
Castle Pines Library	1,345	104	1,169	106	-13.1%	1.9%
Castle Rock Library	2,520	118	4,059	211	61.1%	78.8%
Highlands Ranch Library	6,547	353	6,640	327	1.4%	-7.4%
Literacy & Outreach	3,973	91	4,233	103	6.5%	13.2%
Lone Tree Library	3,934	243	3,255	246	-17.3%	1.2%
Louviers Library	171	7	103	5	-39.8%	-28.6%
Parker Library	5,627	330	5,676	408	0.9%	23.6%
Roxborough Library	1,312	53	1,422	55	8.4%	50.00%

### Other Information

Retention: 42% of volunteers contributed to DCL in both 2023 and 2024.

Volunteers serving 20+ hours in a year:

2023	2024	% change
360	386	7.2%

Volunteers who contributed to DCL financially, as well as with their time:

2023	2024	% change
34	40	17.6%

Volunteers hired as DCL staff:

2023	2024	% change
7	10	42.9%

Unique volunteer roles and opportunities:

2023	2024	% change
93	112	20.4%

Unique volunteer shifts:

2023	2024	% change
10,711	10,915	1.9%

New volunteer roles added in 2024:

Book Delivery by Request Volunteer, Select Service Event Helper, Concierge Event Helper, Baby Shower Helper, Lead Tutors, Adult Literacy Subject Matter Experts, Dolly Parton Imagination Library Ambassador, Coffee Chat Host

Corporate/group volunteers:

Credit Union of Colorado  
Ranchview Middle School  
Wellspring  
DCSD Bridge Program  
Sky Cliff Center

### Volunteer Testimonials

“I have always loved the library, ever since I was a young child. Volunteering at the library gives me a chance to give back to my community and to work in an environment that I truly love. I enjoy helping the patrons, working with the incredible staff, and being in a place that feels like home.” -- BJ, former MH volunteer

“I have volunteered for DCL a few times over the years, first as a young mom, then when I was working and now as a retiree. They have always been very appreciative and respectful of my time and other life commitments. It’s a great way to be part of the community and give a little bit back for all that they offer. I currently volunteer for Second Chapter Bookstore at the Castle Pines branch. It is truly a pleasure to work with Tracy Martinez and the staff there. Tracy is a lot of fun and keeps us very busy and organized. I would highly recommend volunteering at Douglas County Libraries!” -- Carol, Bookstore volunteer

## KPI Q4 2024

**NPS:** How DCL users feel about our brand and services

86.64 Quarter score **October - December 2024**

83 Quarter score **October - December 2023**

### Use

Market Penetration: The percentage of Douglas County households with an active library card

60.80% **December 2024**

61.39% **December 2023**

### Door Count

331,105 **October - December 2024**

310,529 **October - December 2023**

1,400,186 Total 2024 **January - December**

1,340,683 Total 2023

### Website Visits

429,541 **October - December 2024**

449,980 **October - December 2023**

1,869,230 Total 2024 **January - December**

1,843,506 Total 2023

### Community Engagement

Resource Donors: Total number of unique volunteers and donors

1,394 **October - December 2024**

1,478 **October - December 2023**

Partnerships: Total number of organizations with whom DCL has a working relationship/partnership

182 **October - December 2024**

175 Total 2023

Indirect Outreach/Impressions: Total number of times someone has a chance of seeing the DCL brand

50,463,636 **October - December 2024**

80,114,741 **October - December 2023\***

429,258,247 Total 2024 **January - December**

455,640,843 Total 2023

\*Numbers high due to media attention around community challenges

Direct Outreach: Total number of people DCL staff talked with about the library and our services outside of our library locations

9,163 **October - December 2024**

8,283 **October - December 2023**

51,262 Total 2024 **January - December**

37,842 Total 2023

### Notes

This quarter posted the highest market penetration percentage of 2024.

Robust foot traffic in October around the district boosted the quarter's total over the previous year's.

## Q4 2024 HR KPI Report

### Turnover

**Summary:** Turnover rate is calculated by the number of terminations in a selected period divided by the average number of employees in a selected period. Annualized turnover rate is calculated as turnover rate \* (12 months/# months in period).

**Period:** October 2024 – December 2024

**DCL Turnover Rate:** 2.5%    **DCL Annualized Turnover Rate:** 9.8%

**Benchmarks:** Paylocity provides the benchmarks below in their data insights for the organization. The benchmarks below are calculated by taking the average turnover rate across Paylocity customers with the same sector and subsector code as classified under North American Industry Classification System (NAICS) : [519120 - Libraries and Archives](#). As of January 2, 2025, the Paylocity’s benchmark population includes 173 companies in our Subsector and 1,325 companies in our Sector across North America.

**Sector Benchmark:** 9.1%

(NAICS) 51 – Information

**Subsector Benchmark:** 4.8%

(NAICS) 519 – Web Search Portals, Libraries, Archives, and Other Information Services

**What does this tell us?** DCL’s turnover rate remains under the Sector and Subsector benchmarks. High turnover continues to be a nationwide issue for employers, and we are performing better in this aspect than average.

\*\*\*

### Performance Ratings

**Summary:** DCL conducts performance reviews twice annually, at midyear and end of year. Employees may receive ratings in four different performance areas:

- How well do you do your job? (competence)
- How dependable are you? (character)
- How well do you work with others? (connection)
- Goals

Their overall rating is reflected as Immediate Changes Needed, Opportunities for Development, Keep Up the Good Work, Premium Performance, and Above & Beyond Achievement.

Below is an aggregate report of all completed End of Year reviews in 2024.

**Period:** End of Year (July 1, 2024 – December 31, 2024)

#### **Performance Ratings for All Eligible DCL Employees**

Opportunities for Development

1

Keep Up the Good Work	244
Premium Performance	68
Above and Beyond Achievement	1
<b>Grand Total</b>	<b>314</b>

**What does this tell us?** Performance feedback is trending in the right direction with employees engaging in the process and supervisors having and documenting timely, forward-focused conversations. Leadership will continue to fine tune and calibrate ratings across the organization.



## Q4 2024 Strategic Plan Update

Three of the remaining active responses went operational in 2024:

- Safety and Security
- Volunteerism
- Seniors/Ageless

Currently, there is one remaining active response: Meeting Room Usage. Comparison of the collected data on meeting room usage is expected to be completed by the end of January 2025.

Highlights from the work accomplished during 2024 include:

- **Safety response outputs and outcomes:**
  - Outputs:
    - Emergency procedures updated to include SRP
    - Safety elements and improvements added to buildings based on recommendations from law enforcement (mirrors, door viewers)
    - Internal training developed in conjunction with L&D and law enforcement
    - PIC training courses updated
    - Recommendation made to bring on safety and security specialist (new position)
  - Outcomes:
    - Staff trained in updated emergency procedures/SRP
    - Safety and Security Manager hired and brought onboard to advise
    - PICs better situated/more knowledgeable in emergency situations
    - Buildings safer for staff exiting and using stairwells
  - The scope of this team has been absorbed into the Safety and Security Committee overseen by the Safety and Security Manager.
- **Volunteerism response accomplishments:**
  - Growth in volunteer numbers and hours:

	2022	2023	2024
Unique Volunteers		1,198	1,282
Volunteer Hours	24,703	26,245	27,720

- Growth in volunteer appreciation event attendance:
  - 2023: 285
  - 2024: 423
- Growth in unique volunteer opportunities and volunteer shifts, while sustaining the number of DCL departments utilizing volunteers:

	2023	2024
Unique Volunteer Opportunities	93	112
Total volunteer shifts	10,711	10,915
DCL Departments Utilizing Volunteers	11	11

- Successfully launched new volunteer roles in 2024:
  - Concierge & Select Service Event Volunteers

- Baby Shower Helpers
  - Book Delivery by Request Volunteers
  - Recruited for Lead Tutors & Subject Matter Experts
- **Seniors/Ageless response accomplishments and outcomes:**
  - Accomplishments:
    - DCL's presence in senior living facilities continues to grow. We serve 16 facilities throughout the county. Q4 statistics from our menu of services include:
      - Book Delivery by Request - 45 visits
      - Book Club Support – 8 library staff led and 15 material support
      - Book Chats - 5 facility visits
      - Tech help – 20 one-on-one tutoring sessions
      - Read Alouds - 10 visits
    - Coffee chat Tuesdays continues to grow in numbers of participants. We will add a Saturday offering of Coffee Chat to the Louviers location in early 2025. Community Experts are included once a month at all Coffee Chat Tuesdays.
      - Topics included: DCL's ALH, hobby photography, Master Gardeners, local historical societies, community arts centers (PACE, LTAC, etc.), elections, senior centers, indigenous history, local geology, musicians
    - Recruited and trained Delivery by Request and Coffee Chat volunteers
    - Started the initial planning for Brain Health Fitness. This cognitive health service will be rolled out slowly in 2025. Created a Gantt Chart to develop a service plan and track outcomes.
    - We offered seven Forest of Stories tours to seniors. Six of our outreach living facilities added field trips to the library and we had 62 attendees. We will send the invitations out earlier next year to give the facilities more time to schedule these field trips.
    - Offered Fall sessions on Olli, Active Minds, and Great Decisions
  - Outcomes:
    - The Ageless: Distinctive Suite of Services brand was created to help market opportunities for our senior population and to demonstrate DCL's commitment to having continuous offerings for this age group.
    - Sought senior certification (Certified Senior Advisors) for two staff members. Four more will be certified in 2025.
    - Classes from outside agencies are offered at DCL locations – OLLI, Active Minds, Senior Support Series with partnership from Parker Rec.
    - A partnership with AARP Tax-Aide which offers assistance for seniors and low-income adults from Jan – Apr brought in hundreds of customers at three DCL locations. In addition, scheduling quarterly meetings of the Seniors Council of Douglas County is bringing in more customers of this demographic and offers an opportunity for our Ageless team to meet and present DCL services.
    - Relationships have been formed with many facilities across our county to bring services like book checkout, tech tutoring, and book clubs to them.
    - There has also been an increased effort to make connections in the community, participate in and sponsor local events, look for partnerships that will increase DCL visibility within this demographic.
    - Added volunteers to several of our Ageless services.
    - Multigenerational kits were developed, packaged and rolled out.

**Dashboard Key**

Complete	Strategic work on response is complete. Work may have been moved to regular operations or closed out.
On Track	Benchmarks and strategic outcomes are currently being met.
Delayed	Benchmarks and/or strategic outcomes are not currently being met, but will be back on track next quarter. Delays are generally due to extenuating circumstances.
Removed	Strategic outcomes cannot be met, or are no longer a strategic priority.
On Hold	Strategic work on response either has not begun or is paused for current reporting period.

**Strategic Plan Dashboard**

Strategic Priority	Strategic Response	Response Status
<b>Vibrant Libraries</b>	Set up a district task force to conduct an annual evaluation of meeting room customer use and feedback, and identify barriers to using our meeting spaces that we can reduce or eliminate.	On Track
<b>Beyond our Walls</b>	Increase the frequency and market saturation of traditional advertising, targeting a broad audience with general library messaging (e.g., get to know DCL).	On Hold
<b>Community Service</b>	Serve as a destination for Douglas County seniors to congregate, learn, and socialize.	Complete
<b>Fortify our Infrastructure</b>	Work with Douglas County Sheriff to validate and adapt our safety practices, procedures, and training to contemporary standards.	Complete
	Identify and implement volunteer integration in every DCL division, to fundamentally leverage volunteers and their skills to significantly increase organizational capacity.	Complete