



VIRTUAL MEETING (ZOOM)

Call in: 1-253-215-8782 or 1-312-626-6799 or 1-669-900-6833 or 1-346-248-7799

Meeting ID: 837 1958 5376

Passcode: 940463

***Anyone interested in making a public comment at this meeting must sign up before 5 p.m. Please arrive or log in (if attending virtually) early. Meeting room doors will open by 4:30 p.m. The virtual meeting will be open by 4:45 p.m. Public Comment will be limited to 2 hours (120 minutes).***

REGULAR MEETING OF THE BOARD OF TRUSTEES

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. PUBLIC COMMENT (*3 Minute Time Limit per Person*)

IV. REPORTS

A. Board Reports

- 1. Governance Committee *Five minutes*
- 2. Internal Affairs Committee *Five minutes*
- 3. Public Affairs Committee *Five minutes*
- 4. Liaison comments
- 5. Trustee comments

B. Chief Librarian and CEO Report (Teona Shainidze-Krebs) *Five minutes*

V. BUSINESS ITEMS

New Business

- A. DECISION 24-12-1 Monument Lease options (3,5,7 or 10 year lease) (p. 2)
- B. DECISION 24-12-2 Request for Records Policy and Procedures (CORA) update to policy to reflect Changes in State requirement in 2024. (p. 7)
- C. DECISION 24-12-3 Rescind DECISION 24-10-2 Rockrimmon Lease (from October 16, 2024 agenda)

*If approved, proceed to DECISION 24-12-4; If not approved, proceed without DECISION 24-12-4.*

- D. DECISION 24-12-4 Renew the Rockrimmon lease for 1 year (1/1/25 to 12/31/25) using the October 16 lease agreement or entering into a new agreement. The lease will be paid for by PPLD, offset by the funds collected by the "Save Rockrimmon Library" organization (\$69,345 as of November 27, 2024).

VI. ADJOURNMENT

The full packet of materials for this meeting of the Pikes Peak Library District Board of Trustees is available at <https://pppld.org/board-trustees>

## THIRD AMENDMENT TO LEASE- 3 YEAR

This Third Amendment to Lease ("Third Amendment") is made this 1<sup>st</sup> day of January 2025, by and between Woodmoor Village, LLC, ("Landlord"), and Pikes Peak Library District ("Tenant or PPLD").

### WITNESSETH;

WHEREAS, Landlord and Tenant, have heretofore entered into that certain Lease Agreement dated as of August 4, 2001 (the "Lease"), for approximately 7536 rentable square feet of space at 1706 and 1724 Lake Woodmoor Drive, Monument, Colorado, 80132, (the "Premises"); and,

WHEREAS, said 2<sup>nd</sup> Amendment to Lease expires on December, 31, 2024, (the "Expiration Date"); and,

WHEREAS, Landlord and Tenant desire to amend the Lease, all hereinafter set forth.

NOW, THEREFORE, Landlord and Tenant do hereby amend the Lease, effective as the date hereof, as follows:

1. **Lease Premises.** 1706 and 1724 Lake Woodmoor Drive, Monument, Colorado 80132
2. **Lease Extension.** The term for the premises shall be extended and expire December 31<sup>st</sup>, 2027.
3. **Rent.** The Base Rent payable by Tenant to Landlord during the Extension Period for the Lease Premises (payable in advance, upon the first day of each month) shall be the following:

Rent January through December 2025 \$156,610.00

Each yearly Anniversary date 4.5% increase from previous year.

4. **NNN Charges.** In addition to Base Rent, Tenant shall pay to Landlord its pro-rata share of building expenses as defined by Section 10 of the Lease, but in no event shall Tenant be liable for property taxes while the County assessor provides an exemption for the pro-rata portion of improvements and land used by the PPLD. The Tenant shall pay the estimated amount monthly due and payable with the Base Rent. Landlord will reconcile all expenses to the year's collections at the end of each calendar year. Those costs are currently estimated at \$29,000.00 per year.
5. **Unmodified Provisions/Ratification.** Except as otherwise specifically set forth herein, each and every term, condition, and covenant set forth in the Lease Agreement shall remain in full force and effect during the Extension Period and Tenant every term, provision and conditions set forth therein.

# THIRD AMENDMENT TO LEASE-5 YEAR

This Third Amendment to Lease ("Third Amendment") is made this 1<sup>st</sup> day of January 2025, by and between Woodmoor Village, LLC, ("Landlord"), and Pikes Peak Library District ("Tenant or PPLD").

## WITNESSETH;

WHEREAS, Landlord and Tenant, have heretofore entered into that certain Lease Agreement dated as of August 4, 2001 (the "Lease"), for approximately 7536 rentable square feet of space at 1706 and 1724 Lake Woodmoor Drive, Monument, Colorado, 80132, (the "Premises"); and,

WHEREAS, said 2<sup>nd</sup> Amendment to Lease expires on December, 31, 2024, (the "Expiration Date"); and,

WHEREAS, Landlord and Tenant desire to amend the Lease, all hereinafter set forth.

NOW, THEREFORE, Landlord and Tenant do hereby amend the Lease, effective as the date hereof, as follows:

1. **Lease Premises.** 1706 and 1724 Lake Woodmoor Drive, Monument, Colorado 80132
2. **Lease Extension.** The term for the premises shall be extended and expire December 31<sup>st</sup>, 2029.
3. **Rent.** The Base Rent payable by Tenant to Landlord during the Extension Period for the Lease Premises (payable in advance, upon the first day of each month) shall be the following:

Rent January through December 2025 \$149,866.00

Each yearly Anniversary date 3% increase from previous year.

4. **NNN Charges.** In addition to Base Rent, Tenant shall pay to Landlord its pro-rata share of building expenses as defined by Section 10 of the Lease, but in no event shall Tenant be liable for property taxes while the County assessor provides an exemption for the pro-rata portion of improvements and land used by the PPLD. The Tenant shall pay the estimated amount monthly due and payable with the Base Rent. Landlord will reconcile all expenses to the year's collections at the end of each calendar year. Those costs are currently estimated at \$29,000.00 per year.
5. **Unmodified Provisions/Ratification.** Except as otherwise specifically set forth herein, each and every term, condition, and covenant set forth in the Lease Agreement shall remain in full force and effect during the Extension Period and Tenant every term, provision and conditions set forth therein.

# THIRD AMENDMENT TO LEASE- 7 YEAR

This Third Amendment to Lease ("Third Amendment") is made this 1<sup>st</sup> day of January 2025, by and between Woodmoor Village, LLC, ("Landlord"), and Pikes Peak Library District ("Tenant or PPLD").

## WITNESSETH;

WHEREAS, Landlord and Tenant, have heretofore entered into that certain Lease Agreement dated as of August 4, 2001 (the "Lease"), for approximately 7536 rentable square feet of space at 1706 and 1724 Lake Woodmoor Drive, Monument, Colorado, 80132, (the "Premises"); and,

WHEREAS, said 2<sup>nd</sup> Amendment to Lease expires on December, 31, 2024, (the "Expiration Date"); and,

WHEREAS, Landlord and Tenant desire to amend the Lease, all hereinafter set forth.

NOW, THEREFORE, Landlord and Tenant do hereby amend the Lease, effective as the date hereof, as follows:

1. **Lease Premises.** 1706 and 1724 Lake Woodmoor Drive, Monument, Colorado 80132
2. **Lease Extension.** The term for the premises shall be extended and expire December 31<sup>st</sup>, 2031.
3. **Rent.** The Base Rent payable by Tenant to Landlord during the Extension Period for the Lease Premises (payable in advance, upon the first day of each month) shall be the following:

Rent January through December 2025 \$149,866.00 (No first-year increase.)

Each yearly Anniversary date 2% increase from previous year.

4. **NNN Charges.** In addition to Base Rent, Tenant shall pay to Landlord its pro-rata share of building expenses as defined by Section 10 of the Lease, but in no event shall Tenant be liable for property taxes while the County assessor provides an exemption for the pro-rata portion of improvements and land used by the PPLD. The Tenant shall pay the estimated amount monthly due and payable with the Base Rent. Landlord will reconcile all expenses to the year's collections at the end of each calendar year. Those costs are currently estimated at \$29,000.00 per year.
5. **Unmodified Provisions/Ratification.** Except as otherwise specifically set forth herein, each and every term, condition, and covenant set forth in the Lease Agreement shall remain in full force and effect during the Extension Period and Tenant every term, provision and conditions set forth therein.

# THIRD AMENDMENT TO LEASE- 10 YEAR

This Third Amendment to Lease ("Third Amendment") is made this 1<sup>st</sup> day of January 2025, by and between Woodmoor Village, LLC, ("Landlord"), and Pikes Peak Library District ("Tenant or PPLD").

## WITNESSETH;

WHEREAS, Landlord and Tenant, have heretofore entered into that certain Lease Agreement dated as of August 4, 2001 (the "Lease"), for approximately 7536 rentable square feet of space at 1706 and 1724 Lake Woodmoor Drive, Monument, Colorado, 80132, (the "Premises"); and,

WHEREAS, said 2<sup>nd</sup> Amendment to Lease expires on December, 31, 2024, (the "Expiration Date"); and,

WHEREAS, Landlord and Tenant desire to amend the Lease, all hereinafter set forth.

NOW, THEREFORE, Landlord and Tenant do hereby amend the Lease, effective as the date hereof, as follows:

1. **Lease Premises.** 1706 and 1724 Lake Woodmoor Drive, Monument, Colorado 80132
2. **Lease Extension.** The term for the premises shall be extended and expire December 31<sup>st</sup>, 2034.
3. **Rent.** The Base Rent payable by Tenant to Landlord during the Extension Period for the Lease Premises (payable in advance, upon the first day of each month) shall be the following:

Rent January through December 2025 \$140,000.00 (\$9866.00 reduction.)

Each yearly Anniversary date 1% increase from previous year.

4. **NNN Charges.** In addition to Base Rent, Tenant shall pay to Landlord its pro-rata share of building expenses as defined by Section 10 of the Lease, but in no event shall Tenant be liable for property taxes while the County assessor provides an exemption for the pro-rata portion of improvements and land used by the PPLD. The Tenant shall pay the estimated amount monthly due and payable with the Base Rent. Landlord will reconcile all expenses to the year's collections at the end of each calendar year. Those costs are currently estimated at \$29,000.00 per year.
5. **Unmodified Provisions/Ratification.** Except as otherwise specifically set forth herein, each and every term, condition, and covenant set forth in the Lease Agreement shall remain in full force and effect during the Extension Period and Tenant every term, provision and conditions set forth therein.

**PPLD Rental analysis**

**3-year Renewal terms**

Year	Rate	NNN	SF	Annual base rent	Monthly base rent	Annual NNN	Total
1	\$20.78	\$3.85	7,536	\$156,610.00	\$13,050.83	\$29,000.00	\$185,610.00
2	\$21.72	\$3.85	7,536	\$163,657.45	\$13,638.12	\$29,000.00	\$192,657.45
3	\$22.69	\$3.85	7,536	\$171,022.04	\$14,251.84	\$29,000.00	\$200,022.04
Total lease consideration							<b>\$578,289.49</b>

**5-year Renewal terms**

Year	Rate	NNN	SF	Annual base rent	Monthly base rent	Annual NNN	Total
1	\$19.89	\$3.85	7,536	\$149,866.00	\$12,488.83	\$29,000.00	\$178,866.00
2	\$20.48	\$3.85	7,536	\$154,361.98	\$12,863.50	\$29,000.00	\$183,361.98
3	\$21.10	\$3.85	7,536	\$158,992.84	\$13,249.40	\$29,000.00	\$187,992.84
4	\$21.73	\$3.85	7,536	\$163,762.62	\$13,646.89	\$29,000.00	\$192,762.62
5	\$22.38	\$3.85	7,536	\$168,675.50	\$14,056.29	\$29,000.00	\$197,675.50
Total Lease consideration							<b>\$940,658.95</b>

**7-year Renewal terms**

Year	Rate	NNN	SF	Annual base rent	Monthly base rent	Annual NNN	Total
1	\$19.89	\$3.85	7,536	\$149,866.00	\$12,488.83	\$29,000.00	\$178,866.00
2	\$20.28	\$3.85	7,536	\$152,863.32	\$12,738.61	\$29,000.00	\$181,863.32
3	\$20.69	\$3.85	7,536	\$155,920.59	\$12,993.38	\$29,000.00	\$184,920.59
4	\$21.10	\$3.85	7,536	\$159,039.00	\$13,253.25	\$29,000.00	\$188,039.00
5	\$21.53	\$3.85	7,536	\$162,219.78	\$13,518.31	\$29,000.00	\$191,219.78
6	\$21.96	\$3.85	7,536	\$165,464.17	\$13,788.68	\$29,000.00	\$194,464.17
7	\$22.40	\$3.85	7,536	\$168,773.46	\$14,064.45	\$29,000.00	\$197,773.46
Total Lease consideration							<b>\$1,119,372.86</b>

**10-year Renewal terms**

Year	Rate	NNN	SF	Annual base rent	Monthly base rent	Annual NNN	Total
1	\$18.58	\$3.85	7,536	\$140,000.00	\$11,666.67	\$29,000.00	\$169,000.00
2	\$18.76	\$3.85	7,536	\$141,400.00	\$11,783.33	\$29,000.00	\$170,400.00
3	\$18.95	\$3.85	7,536	\$142,814.00	\$11,901.17	\$29,000.00	\$171,814.00
4	\$19.14	\$3.85	7,536	\$144,242.14	\$12,020.18	\$29,000.00	\$173,242.14
5	\$19.33	\$3.85	7,536	\$145,684.56	\$12,140.38	\$29,000.00	\$174,684.56
6	\$19.53	\$3.85	7,536	\$147,141.41	\$12,261.78	\$29,000.00	\$176,141.41
7	\$19.72	\$3.85	7,536	\$148,612.82	\$12,384.40	\$29,000.00	\$177,612.82
8	\$19.92	\$3.85	7,536	\$150,098.95	\$12,508.25	\$29,000.00	\$179,098.95
9	\$20.12	\$3.85	7,536	\$151,599.94	\$12,633.33	\$29,000.00	\$180,599.94
10	\$20.32	\$3.85	7,536	\$153,115.94	\$12,759.66	\$29,000.00	\$182,115.94
Total Lease consideration							<b>\$1,035,282.11</b>

## **Requests for Records Policy and Procedures (Colorado Open Records Act)**

### **Introduction**

This policy provides guidelines for responding to requests from members of the public for copies of records. This policy is intended to apply to printed material released by the Pikes Peak Library District (“PPLD”) in response to a written request for records from a member of the public. It is not intended to apply to telephone inquiries where an oral response is appropriate and satisfactory to the requestor.

### **Objectives**

PPLD seeks to promote access by the public to information and data regarding PPLD and to ensure that all information released is valid, reliable, accurate and constructively useful. In support of this goal, the following objectives are established:

1. To provide clear, consistent, and useful information for public consumption in response to requests;
2. to provide quality control of information provided in response to public requests;
3. to involve appropriate department heads, as needed, in the review and approval process; and
4. to comply with Colorado laws governing libraries, the Colorado Open Records Act (“CORA”), PPLD policy, and other relevant laws.

### **Procedure for Records Requests**

Written requests for records will be treated as if they were requests made under CORA. If a request for records is made orally (e.g., by telephone or in person), the staff member receiving the request may provide the record directly to the requestor if the record is readily available. If the record is not readily available, the requestor will be asked to submit a written request to PPLD’s Custodian of Records (“Custodian”).

PPLD must respond to any CORA request within three working days, beginning on the first working day after the request is received. Such period may be extended upon determination by the Custodian that extenuating circumstances exist. Such period of extension shall not normally exceed seven working days. The requestor shall be notified of the extension within the three-day period. For purposes of this policy, the term, “working days,” refers to days that PPLD’s administrative offices are open – typically, Monday-Friday.

Requests may be provided in person or mailed, or sent via facsimile or email. If a request is sent to anyone other than the Custodian, it shall not be considered received by PPLD, and the statutory time for responding to the request will not begin until the request is received by the Custodian. All requests for records maintained by PPLD must be specific as to the records sought and the relevant dates. Requests shall be specific enough to allow PPLD to efficiently identify the requested record and respond to the request. Requests for correspondence must identify the parties to the correspondence. For any request that is vague or broadly stated, the Custodian may require the requestor to provide a more specific request.

PPLD has no duty to create a public record that does not already exist.

The Custodian shall provide the requestor with an estimate of the cost of responding to the request and shall require full payment prior to completing work associated with responding to the request. If the requestor seeks to proceed upon receiving an estimate, he or she must respond in writing and submit payment to PPLD. By responding in writing, the requestor agrees to pay all fees associated with responding to the request. The time between the date of the Custodian's estimate and the receipt by the Custodian of a written request to proceed will not be counted against the time period to respond.

Upon receipt of payment of any applicable copy costs and/or other fees or upon making payment arrangements with the person requesting the record, the Custodian shall transmit a copy of the record by United States mail, other delivery service, facsimile, or electronic mail, or provide a copy of the record to the requestor in person. Transmission shall occur as soon as practicable, but no more than three working days (subject to an additional extension of seven working days) following PPLD's receipt of payment or arrangement to receive such payment.

Inspection of any public record shall take place in an area designated by PPLD's Custodian and shall occur in a manner that shall not be disruptive to PPLD's operations. PPLD employees may be assigned to monitor any inspection of public records.

If PPLD does not have facilities for making a copy of a record that a requestor has the right to inspect, the requestor shall be granted access to the record for the purpose of making a copy. The copy shall be made under the supervision of the Custodian or his/her designee. When practical, the copy shall be made in the location where the record is kept, but if it is impractical to do so, the Custodian may allow arrangements for the copy to be made at another location.

If the requested information already exists in a record that has been prepared for public dissemination, the department receiving the request may respond to the request directly by sending out the record or relevant pages thereof (i.e., budget, library profiles and official reports). Before releasing the record, the head of the responsible department should review the information for possible misinterpretation or misapplication by the requestor. If a concern exists, then the department head should consult with the Custodian to jointly develop a strategy for releasing the record to the requestor and or the public.

### **Costs and Fees**

Charges for copies of requested records shall be as follows:

1. \$0.25 per page for each page copied.
2. **\$20.69 per half hour of work (\$41.37 per hour)** to research, retrieve and prepare the records. Time may be rounded up. **The \$20.69 half-hour fee** shall not be charged during the first hour of time expended to respond.
3. Postage may be charged.
4. Fees may be charged for costs of electronic files (e.g., compact discs and flash drives).
5. In the discretion of the Custodian, the above fees may be waived or reduced.

### **Subpoena for Records**

When PPLD receives a subpoena for records, the subpoena shall be forwarded to the Custodian. The Custodian shall work with the appropriate PPLD staff members to comply and arrange for the records to be delivered to the court in response to the subpoena.



**Please send requests to:**

[CORA Submission Form](#)

*Approved by PPLD Board of Trustees on Oct. 7, 2022*