

From: [David Swank](#)
To: [Christopher Pratt](#)
Cc: [Luanne Lee](#); [Jeff Vaughn](#)
Subject: Re: Swank Tower - Douglas County Lease
Date: Wednesday, January 29, 2025 4:15:22 PM

Hi Chris, I'm confirming receipt of the County's exercise of its option to extend the lease for another 10 year term.

Let me know if you need anything else from me.

Best regards,
David

On Jan 29, 2025, at 3:49 PM, Christopher Pratt <cpratt@douglas.co.us> wrote:

David,

We try to be good tenants, and I know that the DCSO has had considerably better public safety communications coverage in the area since the tower has been operational. I think we can simplify this term renewal process considerably. There really should be no need to amend or otherwise formally change the existing lease in any way – can you confirm that Tim's email below serves as sufficient written notice that the County is exercising its first successive ten-year option as described in the lease? If so, there is probably no need for Tim to take any further action with the BoCC.

Chris

From: david@swanklawfirm.com <david@swanklawfirm.com>
Sent: Tuesday, January 28, 2025 12:59 PM
To: Tim Hallmark <THallmar@douglas.co.us>
Cc: Kim Browning <kbrowning@dcsheriff.net>; Luanne Lee <LLee@douglas.co.us>; Christopher Pratt <cpratt@douglas.co.us>; Jeff Vaughn <JVaughn@dcsheriff.net>
Subject: RE: Swank Tower - Douglas County Lease

Hi Tim and all, thanks for your e-mail and we will stay tuned as you all work through the County's process for renewing.

FYI, back when we signed the Lease, Nick Pijoan promised that the County would be good to do business with, keep us informed on visits to the property, etc. I'm happy to report that Jeff Vaughn has done exactly that.

Best regards,
David

David M. Swank

SWANK LAW FIRM, LLC

4600 S. Syracuse Street, Suite 900
Denver, CO 80237
303.773.2000

From: Tim Hallmark <THallmar@douglas.co.us>

Sent: Tuesday, January 28, 2025 8:29 AM

To: david@swanklawfirm.com

Cc: Kim Browning <kbrowning@dcsheriff.net>; Luanne Lee <LLee@douglas.co.us>;
Christopher Pratt <cpratt@douglas.co.us>; Jeff Vaughn <JV Vaughn@dcsheriff.net>

Subject: RE: Swank Tower - Douglas County Lease

Good Morning Mr. Swank,

I hope this message finds you well.

This email serves as a confirmation of Douglas County's intent to exercise our first successive ten-year option. I have confirmed this agreement with the County Manager, as outlined below.

The contract addendum/renewal will be finalized at the Board's February 11th Business Meeting. Moving forward, I will serve as your primary point of contact regarding this matter.

Please don't hesitate to reach out with any questions or any further information you may require.

1.01 Line of Authority: Victoria Starkey is designated as the Authorized Representative of

the Lessee ("Authorized Representative") for the purposes of: (1) administering, coordinating

and approving work done on behalf of the Lessee for the management of this Agreement

and (2) the design, construction, operation and maintenance of the Tower Site, appurtenances.

Further, the Authorized Representative is the designee for the County Manager and the County

Sheriff, however she is not authorized to enter into any agreements, contracts, letters of intent or otherwise with respect to the lease of any real estate interest without the prior approval of the County Manager.

*Sincerely,
Tim*

Tim Hallmark
Director, Facilities, Fleet & Emergency Support Services
Douglas County Government
3026 N. Industrial Way
Castle Rock, Co. 80109
Office 303.663.7275 Mobile 303.842.2113
Email: thallmar@douglas.co.us

<image001.png>

<image002.jpg>

From: Christopher Pratt <cpratt@douglas.co.us>

Sent: Monday, January 27, 2025 2:00 PM

To: Jeff Vaughn <JV Vaughn@dcsheriff.net>; Tim Hallmark <THallmar@douglas.co.us>

Cc: Kim Browning <kbrowning@dcsheriff.net>; Luanne Lee <LLee@douglas.co.us>

Subject: RE: Swank Tower - Douglas County Lease

Jeff,

I have included Tim on this since Vicky Starkey was listed as the Authorized Representative under the original lease (see attached). Under it's terms we need do nothing more than send written notice (at least 90 days prior to expiration which is currently April 30th). If the money for 2025 has been appropriated to continue to the lease (somewhere around \$110k) I think that can constitute BoCC approval of exercising our next ten year option. We may want to get Doug's buy in to be sure, but we just need authorization to exercise our first successive ten year option. And we need to do that in writing – pronto or we potentially lose out on this lease.

Let me know what else you need from me.

Chris

From: Jeff Vaughn <JV Vaughn@dcsheriff.net>
Sent: Monday, January 27, 2025 1:26 PM
To: david@swanklawfirm.com; Kim Browning <kbrowning@dcsheriff.net>; Christopher Pratt <cpratt@douglas.co.us>
Subject: Re: Swank Tower - Douglas County Lease

David,
I have added Kim Browning who handles all of our contracts for the Sheriff's Office and Chris Pratt from the county attorney's office who replaced Nick when he retired to help get the process for the lease renewal moving forward.

Thank you,

Jeff Vaughn, CETma, BSBA/CIS
Radio Systems Supervisor
Douglas County Sheriff's Office
4000 Justice Way
Castle Rock, CO 80109
Direct Office : (303) 660-7506
Radio Shop : (303) 814-7013
Email : jvaughn@dcsheriff.net
Radio Shop Group Email: radioshop@dcsheriff.net

From: david@swanklawfirm.com <david@swanklawfirm.com>
Sent: Monday, January 27, 2025 10:55:05 AM
To: Jeff Vaughn <JV Vaughn@dcsheriff.net>
Subject: FW: Swank Tower - Douglas County Lease

Hi Jeff, just following up on this. I haven't heard anything from the County about renewing the lease. . .

Thanks,
David

David M. Swank
SWANK LAW FIRM, LLC
4600 S. Syracuse Street, Suite 900
Denver, CO 80237
303.773.2000

From: david@swanklawfirm.com <david@swanklawfirm.com>

Sent: Thursday, January 9, 2025 1:57 PM

To: 'Jeff Vaughn' <JV Vaughn@dcsheriff.net>

Subject: Swank Tower - Douglas County Lease

Hi Jeff, on the subject of Leases, the County's initial 10 year term on its lease with us expires this year.

Per Section 3.01(B) of the Lease, the County can renew the lease for another 10 year term. Written notice of the County's desire to do so is due 1/30/25. An e-mail from you or someone else on behalf of the County will suffice for our purposes.

If you are not the right contact person for this, let me know or feel free to forward it.

LMK if there are any questions.

Thanks,
David

David M. Swank

SWANK LAW FIRM, LLC

4600 S. Syracuse Street, Suite 900

Denver, CO 80237

303.773.2000



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