



BOARD OF TRUSTEES

Regular Session Agenda

Monday, August 19, 2024

5:00 p.m.

LINC Library Innovation Center

501 8th Avenue, Greeley, CO 80631

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The High Plains Library District Board may take action on any of the following agenda items as presented or modified prior to or during the meeting, and items necessary or convenient to effectuate the agenda items.

1.0 OPENING OF MEETING

- 1.1 Roll Call and Pledge of Allegiance
- 1.2 Approval of Agenda
- 1.3 Approval of Consent Agenda
 - a. July 15, 2024 Regular Session Meeting Minutes
- 1.4 The Good We Do
- 1.5 Public Comment

2.0 ITEMS FOR INFORMATION/ACTION

- 2.1 Director appointments to Weld Library Finance Corporation (Action) - Dr. Matthew Hortt, HPLD Executive Director
- 2.2 Miner's Park Urban Renewal Area Proposal – Town of Frederick (Action) - Dr. Matthew Hortt, HPLD Executive Director

- 2.3 HPLD Friends & Foundation MOU - (Action) Dr. Matthew Hortt, HPLD Executive Director
- 2.4 Town of Mead IGA - (Action) - Dr. Matthew Hortt, HPLD Executive Director
- 2.5 Hill-N-Park MOU - (Action) - Dr. Matthew Hortt, HPLD Executive Director
- 2.6 Award of Investment Advisor RFP (Action) - Dr. Matthew Hortt, HPLD Executive Director; Natalie Wertz, HPLD Finance Manager; and HPLD's Finance Committee
- 2.7 Measuring Outreach Better (Information) - Elena Rosenfeld, HPLD Community Engagement and Strategies Manager; Rick Medrano, HPLD Outreach Manager; Megan Lowery, HPLD Outreach Patron Services Supervisor; and Sara Wicen, LRS's Research Assistant
- 2.8 Proposal for Future Joint Board Meetings with Member Boards (Information) - Dr. Matthew Hortt, HPLD Executive Director

3.0 DIRECTORS REPORT

- 3.1 Review Draft Agenda – Dr. Matthew Hortt, HPLD Executive Director
 - a. September 16, 2024 RS
- 3.2 District Updates – Dr. Matthew Hortt, HPLD Executive Director

4.0 BOARD COMMENTS

- 4.1 Chair Report
- 4.2 Vice-Chair
- 4.3 Secretary/Treasurer
- 4.4 Committees
- 4.5 Other Board Members

5.0 EXECUTIVE SESSION PURSUANT TO C.R.S. § 24-6-402(4)

- 5.1 C.R.S. § 24-6-402(4) (b) Receiving legal advice on specific legal questions from an attorney – SB24-233 and Urban Renewal Authorities
- 5.2 C.R.S. § 24-6-402(4) (b) Receiving legal advice on specific legal questions from an attorney – Lochbuie Claim

6.0 ADJOURNMENT

Upcoming meetings:

September 16, 2024 at 5:00p.m.: HPLD Board of Directors Meeting - Regular Session
HPLD Administration Building, 2650 W. 29th Street, Greeley, CO 80631



BOARD OF TRUSTEES
DRAFT - Regular and Executive Sessions Minutes
Monday, July 15, 2024
5:00 p.m.
Erie Community Library
400 Powers St, Erie, CO 80516

1.0 OPENING OF MEETING AT 5:10PM

1.1 Roll Call and Pledge of Allegiance

All were Present unless noted:

Chair Mary Heberlee

Vice-Chair Joyce Smock

Secretary/Treasurer Nick Nakamura attended virtually

Trustee Deana Lemos-Garcia

Trustee Teresa Nuñez was excused

Trustee Gerri Holton

Trustee Michael Wailes

Quorum was established.

HPLD Staff: Dr. Matthew Hortt, Marjorie Elwood, Ian Holmes, Rebecca Barkley, Rick Medrano, Tim Ruth, Natalie Wertz, and Kim Parker

Guest: Tony Brewer

Chair Heberlee read the following statement into record:

High Plains Library District is dependent on the trust of its community to successfully achieve its mission. Therefore, it is crucial that all Trustees conduct business on behalf of the High Plains Library District with the highest level of integrity, truth, and honor, avoiding any impropriety or the appearance of impropriety.

1.2 Approval of Agenda

Item 2.1 was changed from an Action item to Information.

MOTION to approve the amended agenda: Trustee Michael Wailes

SECOND: Trustee Gerri Holton

DISCUSSION: None

VOTE: 5:0

- 1.3 Approval of Consent Agenda
- a. June 17, 2024 Regular and Executive Sessions Meeting Minutes
 - b. July 8, 2024 Work Session Meeting Minutes
- MOTION** to approve the consent agenda: Vice-Chair Joyce Smock
SECOND: Trustee Deana Lemos-Garcia
DISCUSSION: None
VOTE: 5:0

- 1.4 The Good We Do
- Dr. Hortt reported on a recent joint work session board meeting that included all the Member Libraries' Boards and Staff. The topics that Dr. Hortt covered during the meeting were Colorado Legislature SB24-233 including Initiatives 50 and 108, District Services, Technology History overview, and Standards and Service Level Agreements. Feedback was that participants would like to meet more often, so staff are looking at doing the combined meetings twice each year.

- 1.5 Public Comment
- No public comment.

2.0 ITEMS FOR INFORMATION/ACTION

- 2.1 Appointment of Director to the Weld Library Finance Corporation (Information) - Dr. Matthew Hortt, HPLD Executive Director
- Dr. Hortt explained that the Weld Library Finance Corporation, which was formed in 1999 with the Mill Levy Override and was an oversight committee to oversee the bonds and certificates of participation that were issued. There is a vacant seat because Dr. Bruce Broderius, who had served on the committee since its inception, passed away recently. Dr. Hortt recommended that the vacant seat be filled by Ryan Roth, who has a finance background and is now doing public relations for Allo Fiber. Because Mr. Roth could not attend this meeting, a vote will be moved to the August meeting.
- Furthermore, staff will fill an additional position because the Board recently approved adding a third person to the committee. Staff are recruiting for the position and invited the Board to suggest potential candidates.

INFORMATION ONLY, NO ACTION NEEDED

- 2.2 Construction Updates (Information) - Dr. Matthew Hortt, HPLD Executive Director
- The Grover Library project is on schedule and on budget, and is set to receive temporary occupancy on September 11th, with an expected opening date to be in October or November. The Town is asking the District to install Kentucky Bluegrass, rather than natural grass, at the Library. However, the cost is prohibitive.

The DSS archives and expansion development design has been turned into the City Planners. This project is also on track and on budget.

The Mead Library is a little over budget at this time, so changes will be made to ensure that it stays within the budget.

CVR and Farr Refreshes are moving forward, as the architectural and design teams are working on conceptual designs.

INFORMATION ONLY, NO ACTION TO BE TAKEN

- 2.3 Investment Advisor RFP (Action) - Dr. Matthew Hortt, HPLD Executive Director
In 2018, an Investment Advisor RFP was issued which had a four-year extension in the contract, making it due at the end of last year. The Finance Committee has determined that it is now time to put the RFP out there again, and they recommend that the Board approve it.
MOTION to approve issuing the RFP for investment services: Trustee Gerri Holton
SECOND: Vice-Chair Joyce Smock
DISCUSSION: None
VOTE: 5:0
- 2.4 Salary Survey Recommendations (Action) - Dr. Matthew Hortt, HPLD Executive Director
To stay competitive with both salaries and benefits, the District historically has brought in a third-party consultant every few years to evaluate positions and salaries, taking each job description and comparing it to market. The salary survey was recently done again; and as expected, salary increases are recommended. The Board questioned the reasons for the difference in percentages of proposed salary increases, and after discussion with Matthew Weatherly, the consultant, and Dr. Hortt, the motion was made.
MOTION to approve the proposed salary survey recommendations: Trustee Deana Lemos-Garcia
SECOND: Trustee Gerri Holton
DISCUSSION: None
VOTE: Chair Heberlee asked for a roll call vote.
Vice-Chair Joyce Smock: NO
Secretary/Treasurer Nick Nakamura: YES
Trustee Deana Lemos-Garcia: YES
Trustee Gerri Holton: YES
Trustee Michael Wailes: YES
THE RESULT OF THE VOTE: 4:1
- 2.5 Mountain View Fire & Rescue Development Agreement (Action) - Dr. Matthew Hortt, HPLD Executive Director
Nick Nakamura recused himself at 5:53pm. due to being a possible supplier to the project.

HPLD has an agreement with Mountain View Fire & Rescue (MVF&R) for the Mead property for the library and fire station, and the two entities are negotiating an IGA with the Town. They now need a site development agreement, and MVF&R will continue to take the lead in this because they require more specific construction for emergency needs. Once the IGA is in place, the project will be able to move forward.

MOTION to approve the agreement with the Mountain View Fire & Rescue District:

Trustee Michael Wailes

SECOND: Vice-Chair Joyce Smock

DISCUSSION: None

VOTE: 4:0

Secretary/Treasurer Nick Nakamura reentered the room virtually at 5:59.

2.6 Policy Updates (Action) - Dr. Matthew Hortt, HPLD Executive Director, and Marjorie Elwood, HPLD Associate Director of Public Services

a. Lost & Found Policy

The proposed changes eliminate procedural information, moving it to the Procedures Manual, and add verbiage from other libraries' policies that staff feel would reduce HPLD's liability.

MOTION to approve the updated Lost & Found Policy: Secretary/Treasurer Nick Nakamura

SECOND: Trustee Deana Lemos-Garcia

DISCUSSION: None

VOTE: 5:0

3.0 DIRECTORS REPORT

3.1 Review Draft Agenda – Dr. Matthew Hortt, HPLD Executive Director

a. August 19, 2024 RS

3.2 District Updates – Dr. Matthew Hortt, HPLD Executive Director

A couple of minor Policies wording updates were done to clean up language that could be confusing. They were not brought before the Board for approval because they don't change the meaning or HPLD's practices in any way.

Dr. Hortt and Chair Mary Heberlee went to Bruce Broderius' funeral, and Dr. Hortt spoke of Dr. Broderius in a video that was shown in place of a eulogy.

CALCON24 registration is open and there is a Trustees track. The event will take place on September 5th in Breckenridge, and more information will be sent to Trustees.

Dr. Hortt recently gave a couple of tours of LINC: one for Greeley's new Economic Development staff, and the other for the Estes Valley Library leadership team.

Board applications have started coming in. Three have been submitted for Region 1, and none for Region 5 yet.

Dr. Hortt will meet with Snap-on Tools in Wisconsin next week to talk about a possible partnership with the library. They offer about 80 different certifications on a number of topics, not just tool related, and Snap-on underwrites all the certifications so there is no cost to students. They primarily partner with schools, but are looking at working with libraries. If it is decided that HPLD will proceed with the partnership, their staff will be trained as instructors.

This year's Naturalization Ceremony will be held on Thursday, July 25th at 9:00am at Centennial Village. Dr. Hortt extended an invitation for anyone interested in attending, and he recognized Tim Ruth and his team for making it happen. The virtual link will be sent to Trustees.

The sale of Lincoln Park has been completed. The only things left to do are to remove the temporary fence and HPLD sign.

He finished his comments by recognizing Ian Holmes, Erie Library Manager, Rebecca Beckley, Erie Patron Services Supervisor, and Rick Medrano, Outreach Manager, who were all in attendance.

4.0 BOARD COMMENTS

- 4.1 Chair Mary Heberlee reported that on July 12th she went to the Grover Library site to look at the area to be landscaped; she was pleased with the joint meeting with the Member Boards; as was mentioned earlier, she went to Bruce Broderius' funeral; and she is spending more time at Northern Plains Public Library and trying to set up time at Eaton Public Library.
- 4.2 Vice-Chair Joyce Smock complimented the Erie Library facility and thanked Tony Brewer for being there. She echoed that the Naturalization Ceremony is phenomenal, and highly recommended it to everyone. She was glad we are doing the salary survey and increases, but was concerned about the sustainability of it.
- 4.3 Secretary/Treasurer Nick Nakamura was sorry that he could not be in Erie for the meeting. He has been there before and it's awesome.
- 4.4 Other Board Members
 - Trustee Deana Lemos-Garcia thought the combined boards meeting went well, and thanked Ian and Rebecca for hosting the meeting in their beautiful building. Also, she agreed that it's important to take care of our employees through the salary survey and increases.
 - Trustee Gerri Holton was glad we are doing the salary increases. She shared that Thomas Samblanet, Fort Lupton Library Manager, is leaving the library and expressed how great he is.
 - Trustee Michael Wailes thanked Ian and Rebecca for hosting the meeting and complimented the great facility. He also suggested that staff contact the state demographer's office to ask them to bring their presentation to a future combined boards meeting.

5.0 EXECUTIVE SESSION PURSUANT TO C.R.S. § 24-6-402(4)

- 5.1 C.R.S. § 24-6-402(4) (b) Receiving legal advice on specific legal questions from an attorney – Lochbuie Claim

MOTION to adjourn from Regular Session and enter into Executive Session under C.R.S. § 24-6-402(4), pursuant to section C.R.S. § 24-6-402(4) (b), for the sole purpose of receiving legal advice on specific legal questions from an attorney – Lochbuie Claim:

Trustee Gerri Holton

SECOND: Vice-Chair Joyce Smock

DISCUSSION: None

VOTE: 5:0

An executive session meeting of the Board of Trustees of the High Plains Library District was convened at 6:38pm on July 15, 2024 for the sole purpose of receiving legal advice on specific legal questions from an attorney – Lochbuie Claim. Attending were Board Trustees Mary Heberlee, Joyce Smock, Nick Nakamura, Deana Lemos-Garcia, Gerri Holton, and Michael Wailes; Legal Counsel William Garcia; and HPLD’s Dr. Matthew Hortt. During the Executive Session, the Board conferred with an attorney and did not engage in substantive discussion of any matter not enumerated in C.R.S. § 24-6-402(4). The Board did not adopt any policy, position, resolution, rule, regulation, or take any formal action. The session was adjourned at 7:12p.m.

6.0 ADJOURNMENT AT 7:29PM

There being no further business, the meeting is adjourned.

Upcoming meetings:

August 19, 2024 at 5:00p.m.: HPLD Board of Directors Meeting - Regular Session
LINC Library Innovation Center, 501 8th Avenue, Greeley, CO 80631

HIGH PLAINS LIBRARY DISTRICT

BOARD OF TRUSTEES COMMUNICATION

Meeting date: August 19, 2024
Type of item: Action
Subject: Appointment of Directors to the Weld Library Finance Corporation
Presented by: Dr. Matthew Horts, Executive Director
Recommendation: Staff recommend that the Board approve the appointments to the Weld Library Finance Corporation

Background

The Weld Library Finance Corporation (WLFC) was created following the voters approving the Mill Levy override in 1999. The WLFC is a committee that provides oversight to the debt and certificates of participation that the District has issued. The District has been debt free since 2019, but we have elected to keep the WLFC active, and it requires a minimum of two Directors. The WLFC has operated with two Directors for many years now. In February of this year the HPLD Board directed Staff to begin recruiting additional prospective Directors. Ryan Roth and Rand Morgan have agreed to be considered for the Director Role.

Considerations

- Mr. Roth:
 - Mr. Roth is the Public Relations Event Specialist for Allo Fiber
 - He also has experience as a Financial Advisor with Merrill Lynch Wealth Management and has worked for Allstate & NYLIFE Securities LLC.
 - Mr. Roth is holds a Bachelor’s Degree in Communications, Journalism and Public Relations from UNC
 - He is a great library supporter and advocate and is active in the community; serving as an ambassador for both the Greeley Area Chamber of Commerce and Evans Chamber of Commerce, and being selected as Ambassador of the Year for both organizations
 - Mr. Roth is a proud Rotarian and will be a great representative for the Weld Library Finance Corporation

- Mr. Morgan:
 - Mr. Morgan is the former President/CEO of the Weld Community Foundation
 - He was instrumental in the development and realization of the Wes Bruce “Where Water Flows Uphill Exhibit” at LINC
 - Mr. Morgan oversaw the tripling of assets at the Weld Community Foundation during his tenure

Recommendation

Staff recommend that the Board approve the appointments to the Weld Library Finance Corporation

HIGH PLAINS LIBRARY DISTRICT BOARD OF TRUSTEES COMMUNICATION

Meeting date: August 19, 2024
Type of item: Action
Subject: High Plains Library District / Friends & Foundation MOU
Presented by: Dr. Matthew Hortt, Executive Director
Recommendation: Staff recommend that the Board approve and sign the revised MOU

Background

The HPLD Friends & Foundation and High Plains Library District MOU describes the manner in which they collaborate and provide assistance to one another for the benefit of the Library. Proposed revisions can be found below, and the revised MOU is attached. The proposed revisions were reviewed by Friends & Foundation staff and Board, HPLD staff, and legal counsel.

4.0 Marketing and volunteer activities. The Library Public Information staff will assist the Foundation with marketing support, as needed. The Foundation will in-turn align all marketing with the strategic purposes of the Library marketing plans and functions. The Foundation will oversee marketing efforts, policies and procedures relating to volunteer activities. The Foundation Director, as an employee of the District, along with HPLD Library Managers **and their Designees** as appropriate, will manage the recruitment, roles and activities of volunteers. The Foundation will not provide oversight, direction or have any other involvement in the recruitment and volunteer tasks of the volunteers **beyond the aforementioned policies and procedures relating to volunteer activities.**

5.0 Personnel. The Library will hire a Director on behalf of the Foundation. The Library will make such hire, after careful consideration of the recommendations of the Foundation's Executive Committee, and in accordance with the policies and procedures of the Human Resources department of High Plains Library District. The parties acknowledge that the Foundation's Director will be a district employee subject to the policies of the district's Human Resources Department, including those pertaining to compensation. The Executive Director of the High Plains Library District will supervise the Director, who shall direct the operations of the Foundation in consultation with the Foundation's ~~h~~**B**oard of ~~d~~**D**irectors.

9.0 Restricted, unrestricted and endowment gifts made to the Foundation; gifts made to the Library. All restricted and unrestricted gifts made by donors to the Foundation and all gifts made to the Foundation's endowment, **if any**, by donors will follow the guidelines outlined in the Board of Directors policy on Gift Acceptance. Upon acceptance these gifts will be retained and managed by the Foundation. The following provisions shall apply to gifts made to the Library:

12.0 Annual disbursement to the Library. The Foundation has raised, and shall continue to raise, funds for the long-term financial sustainability of the District. The Foundation Board will, on an annual basis, approve a disbursement of a mutually agreed upon amount to the Library **that conforms with the Foundation's Spending Policy and Funding Priorities** ~~for collection development, technology upgrades, capital improvements and/or literacy programs.~~ **In the event that the Foundation is unable to make a disbursement to the Library in a given year due to insufficient donations, reserves or applicable policy, the Foundation will report the inability to the Library with supporting documentation such as balance sheet, budget and/or applicable policies.**

Recommendation

Staff recommend the Board approve and sign the revised MOU.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the Agreement) is made and entered into this 5th day of August 2024 by and between the BOARD OF TRUSTEES OF THE HIGH PLAINS LIBRARY DISTRICT (“the Library”) and HIGH PLAINS LIBRARY DISTRICT FRIENDS AND FOUNDATION (“the Foundation”), a Colorado non- profit corporation exempt from taxation pursuant to Internal Revenue Code Section 501(c)(3), as well as Section 509(a)1 of the Internal Revenue Code as a public charity, both parties of Greeley, Colorado. On 08/05/2024, the Library and Foundation entered into a Memorandum of Understanding to describe the manner in which they would collaborate and provide assistance to one another for the benefit of the Library.

Recitals

- A. The Foundation was formed October 25, 2000 to “cultivate information, inspiration and entertainment for our communities by raising funds to sustain and create literacy programs, collection development, technology upgrades and capital improvements for our libraries.”
- B. Consistent with its stated mission, the Foundation provides financial support through its operations for the benefit of the Library.
- C. The Library has provided and will, subject to adequate funding, continue to provide assistance to the Foundation to facilitate its operation, endowment growth and the fulfillment of its stated mission.

Agreements

NOW, THEREFORE, the Library and the Foundation agree as follows, subject to the continued approval of sufficient funding for these purposes:

I. OPERATIONS

1.0 Office space. The Library will furnish office space sufficient to operate the Foundation. The Foundation will comply with Library policies in its usage of such space.

2.0 Computer usage; office equipment; Foundation website section. The Library will furnish the Foundation a computer, basic IT services, telephones and reasonable usage of office equipment, such as copiers and fax. The Library will also maintain the Foundation website section, with the understanding that the Foundation will be responsible for submitting changes and updates to the Library’s website team in a timely fashion.

3.0 Assistance in financial reporting and maintenance of fundraising records. The Library will assist in the Foundation’s cash management, accounting and financial reporting. The Library will provide software to manage Foundation fundraising records and will assist with data processing of those records. Both

entities will be responsible for the proper procedural tracking, accuracy, reconciliation of records in accordance with accounting and nonprofit fiduciary best practices.

4.0 Marketing and volunteer activities. The Library Public Information staff will assist the Foundation with marketing support, as needed. The Foundation will in-turn align all marketing with the strategic purposes of the Library marketing plans and functions. The Foundation will oversee marketing efforts, policies and procedures relating to volunteer activities. The Foundation Director, as an employee of the District, along with HPLD Library Managers and their Designees as appropriate, will manage the recruitment, roles and activities of volunteers. The Foundation will not provide oversight, direction or have any other involvement in the recruitment and volunteer tasks of the volunteers beyond the aforementioned policies and procedures relating to volunteer activities.

5.0 Personnel. The Library will hire a Director on behalf of the Foundation. The Library will make such hire, after careful consideration of the recommendations of the Foundation's Executive Committee, and in accordance with the policies and procedures of the Human Resources department of High Plains Library District. The parties acknowledge that the Foundation's Director will be a district employee subject to the policies of the district's Human Resources Department, including those pertaining to compensation. The Executive Director of the High Plains Library District will supervise the Director, who shall direct the operations of the Foundation in consultation with the Foundation's Board of Directors.

6.0 Charges to Foundation. In recognition of the support provided to the Library by the Foundation, the Library will not charge the Foundation rent for the office space it provides pursuant to section 1.0 or for the services described in sections 2.0 through 5.0 of this Agreement. The Foundation will be responsible for operating expenses relating to fundraising activities, including the costs of postage, large copy jobs, and consumable office supplies used in those activities.

II. FOUNDATION RESPONSIBILITIES

7.0 Foundation Board of Directors. In compliance with its bylaws, the Foundation will recruit sufficient Board members to conduct its activities and to fulfill the organization's mission.

8.0 Compliance with legal and regulatory requirements. The Foundation will engage in an annual financial review and prepare necessary government reports at its own expense, including Form 990. The Board will comply with the Foundation's articles of organization/incorporation, bylaws, and applicable federal and state laws and regulations. The Director will inform the Executive Director of compliances on a regular basis.

III. FUNDRAISING AND GRANTMAKING

9.0 Restricted, unrestricted and endowment gifts made to the Foundation; gifts made to the Library. All restricted and unrestricted gifts made by donors to the Foundation and all gifts made to the Foundation's endowment, if any, by donors will follow the guidelines outlined in the Board of Directors policy on Gift Acceptance. Upon acceptance these gifts will be retained and managed by the Foundation. The following provisions shall apply to gifts made to the Library:

9.0.1 Statutory obligations with respect to gifts made to the Library that will receive potential tax benefit. Pursuant to (CRS S 15-1-1103-1109; CRS S 6-16-11(1)(i)), the Board of Directors of the Foundation has exclusive control over the assets of the Foundation and contributing assets.

Donated funds must;

(a) be clearly categorized as unrestricted, temporarily restricted or permanently restricted in the organization's financial statements and communications in accordance with the donor or grantor wishes/stipulations.

(b) follow applicable federal, state, and local laws particularly disclosure requirements for donors (CRS S 6-16-105, 105.3)

9.0.2 Restricted gifts made to the Library. In those instances in which a donor has made a gift or donation to the Library subject to restrictions or specified conditions, the Library shall follow the Gift Acceptance Policy of the Foundation, a copy of which is publicly available at www.mylibrary.us/Foundation.

9.0.3 Unrestricted gifts made to the Library. In those instances in which a donor has made an unrestricted gift to the Library, meaning a gift on which the donor has imposed no conditions or restrictions as to use, the provisions of this subsection 9.0.3 shall apply. The Board of Trustees of the Library has determined that it will best serve the interests of the Library for unrestricted gifts to be held, invested and reinvested by the Foundation, subject to appropriate safeguards and agreements. The Library agrees to notify the Foundation, through its Director, or, in the absence of a Director, the Foundation's Chair when it has received and accepted an unrestricted gift. The Foundation and the District will refer to and follow Policies and Procedures for Gift Acceptance.

10.0 Restricted gifts. All gifts restricted for a specific library service may be initially authorized by the Library Executive Director, subject to Library Board of Trustees approval when required under Library and Foundation policies, specifically the Gift Acceptance Policy, and then accepted by the Foundation.

11.0 Management of funds for benefit of Library. The Foundation Board of Directors and Director will manage the proceeds of the Foundation according to bylaws, gift acceptance policy, spending and investment policies, ensuring that all funds not needed for operating expenses and budgeted appropriations are used to further the mission of the Foundation. The parties agree that the Foundation will continue to contract with the contracted investment services provider for investment and reporting services relating to all such funds.

12.0 Annual disbursement to the Library. The Foundation has raised, and shall continue to raise, funds for the long-term financial sustainability of the District. The Foundation Board will, on an annual basis, approve a disbursement of a mutually agreed upon amount to the Library that conforms with the Foundation's Spending Policy and Funding Priorities. In the event that the Foundation is unable to make a disbursement to the Library in a given year due to insufficient donations, reserves or applicable policy, the Foundation will report the inability to the Library with supporting documentation such as balance sheet, budget and/or applicable policies.

13.0 Programming. HPLD will be responsible for all programming and management of the District and may provide additional staff support in furtherance of Foundation fundraising activities.

IV. MISCELLANEOUS PROVISIONS

14.0 Annual review and amendment of Agreement. The Library and Foundation agree that this Agreement will be reviewed on annual basis. This Agreement may be amended by a writing signed by the parties.

15.0 Termination of Agreement. This Agreement may be terminated by either party on thirty days prior written notice, in which event the parties will negotiate a new Memorandum of Understanding consistent with the missions of the Library and the Foundation.

16.0 Governing law. This Agreement shall be governed by Colorado law.

In witness whereof, the parties have hereunto set their hands:

Mary Heberlee
CHAIRMAN
BOARD OF TRUSTEES OF THE HIGH PLAINS LIBRARY DISTRICT
Date

Teresa Nunez
Teresa Nunez (Aug 9, 2024 14:05 MDT)

Teresa Nuñez
CHAIR
BOARD OF DIRECTORS OF HIGH PLAINS LIBRARY DISTRICT FRIENDS AND FOUNDATION
08/09/2024
Date

HIGH PLAINS LIBRARY DISTRICT

BOARD OF TRUSTEES COMMUNICATION

Meeting date: August 19, 2024
Type of item: Action
Subject: Town of Mead IGA
Presented by: Dr. Matthew Hортt, Executive Director
Recommendation: Staff recommend that the Board approve the IGA with the Town of Mead

Background

The development of the overall site for the Mead Library is being jointly developed by the High Plains Library District and the Mountain View Fire District. In order to move forward with the project, both entities need to enter into a Pre-development IGA with the Town of Mead. Both districts have been in negotiations with the Town. Legal counsel from all three entities have drafted the agreement and staff on all sides are recommended the approval of the IGA.

Considerations

- Three final points needed to be addressed and have been resolved
 - 2.b.ii: Temporary landscaping -we received additional details on this point
 - 5.b: Deleted the off-street parking oversizing and agreement requirement, and was accepted by the town of Mead
 - 6.d.i: If reverter clause is enacted and over 90% complete, then they get the credit of 225K; over 50% complete, credit of \$135K. This was an area of concern, but with adjustments it ends up favoring the districts

Recommendation

Staff recommend that the Board approve the IGA with the Town of Mead

**PRE-DEVELOPMENT INTERGOVERNMENTAL AGREEMENT
FOR TRACT B - LIBERTY RANCH**

THIS INTERGOVERNMENTAL AGREEMENT (this “Agreement”) is made and entered into as of the date of the last signature below (the “Effective Date”), by and between the Town of Mead, Colorado, a municipal corporation of the State of Colorado (“Mead” or the “Town”), Mountain View Fire Protection District, a political subdivision of the State of Colorado and a fire protection district organized and existing pursuant to C.R.S. §§ 32-1-101, *et seq.* (the “Fire District”), and High Plains Library District, a political subdivision of the State of Colorado and a library district organized and existing pursuant to Colorado Revised Statutes (C.R.S.) §§ 24-90-101, *et seq.* (the “Library District”). Mead, the Fire District, and the Library District are sometimes referred to individually as a “Party” and collectively as the “Parties.” The Fire District and the Library District are sometimes referred to individually as a “District” and collectively as the “Districts.”

RECITALS

WHEREAS, pursuant to C.R.S. §§ 32-1-101, *et seq.*, the Fire District is authorized to provide fire protection services to all areas within its boundaries; and

WHEREAS, pursuant to C.R.S. §§ 24-90-101, *et seq.*, the Library District is authorized to provide library services to all areas within its boundaries; and

WHEREAS, Mead is located within the boundaries of the Fire District and the Library District; and

WHEREAS, the Board of Trustees of the Town (the “Town Board”) and the Board of Directors of the Fire District agree that locating a fire station within the boundaries of the Town will further the Town and Fire District’s common interest that fire protection services be provided to existing and future residents of the Town; and

WHEREAS, the Town Board and the Board of Trustees of the Library District agree that locating a library within the boundaries of the Town will further the Town and Library District’s common interest that a library be provided to existing and future residents of the Town; and

WHEREAS, Mead owns approximately 32.69 acres of land in the Town of Mead legally described as Tract B, Liberty Ranch Filing No. 2, Second Amendment, recorded with the County of Weld Clerk and Recorder, State of Colorado at Reception No. 3996323 (the “Property”); and

WHEREAS, on July 10, 2023, the Town Board approved Resolution No. 44-R-2023 (“Resolution 44”), Approving the Liberty Ranch, Tract B, Municipal Facilities Master Site Plan (the “Master Plan”); and

WHEREAS, the Master Plan contemplates the future use of the Property for a fire station,

library, police station, and recreational fields with concession buildings; and

WHEREAS, the Master Plan also depicts two active oil and gas wells located within the northeastern and southwestern portions of the Property (as generally shown on the Master Plan, the “O&G Wells”); and

WHEREAS, the Fire District desires to acquire land within the Property (as defined in Subsection 2.a), the “Fire Lot”) and to construct a fire station on the Fire Lot; and

WHEREAS, the Library District desires to acquire land within the Property (as defined in Subsection 2.a), the “Library Lot”) and to construct a library on the Library Lot; and

WHEREAS, the Town has determined it is in the best interests of the Town and its residents that the Town enter into this Agreement to facilitate the funding, design, and construction of the Project (defined below); and

WHEREAS, the Town desires to facilitate and support the construction of a fire station and library within the Property in accordance with the terms of this Agreement by conveying, for nominal consideration, the Fire Lot and Library Lot to the Fire District and Library District, respectively, contributing land for off-site public improvements, contributing Town staff time, and waiving certain Town fees and costs; and

WHEREAS, the construction and installation of public improvements, including roadway, bicycle, on-street parking, landscaping, and sidewalk improvements and sanitary sewer, storm water, water, and irrigation improvements, within and adjacent to the Property are needed to serve the desired fire station and library and facilitate development of the Property as contemplated by the Master Plan (as further defined in Subsection 2.b), the “Public Improvements”); and

WHEREAS, the Parties desire to memorialize in this Agreement their agreements and understandings related to subdividing the Property, site planning for the Fire Lot and Library Lot, and the funding, design, and construction of the Public Improvements (collectively, the “Project”), and each Party’s respective role and responsibilities with respect to the same; and

WHEREAS, Resolution 44 authorized the Town Attorney and Town Manager to negotiate this Agreement with the Fire District and Library District, conditioned on this Agreement being brought to the Town Board for final review and approval; and

WHEREAS, the Parties are authorized to enter into this Agreement by Colorado Revised Statutes (C.R.S.) Section 29-1-203 and the Colorado Constitution Article XIV, Section 18(2).

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

- 1. INCORPORATION OF RECITALS.** The Recitals set forth above are incorporated and made a part of this Agreement.

2. DESCRIPTION OF THE PROJECT.

- a) **Subdivision of the Property.** The Fire District shall be responsible for the preparation and submission of a minor subdivision to divide the Property into six (6) lots and rights-of-way in accordance with the Town's minor subdivision process (the "Plat"). The Plat shall create a 3.0-acre lot for future conveyance to the Fire District (the "Fire Lot"), a 3.0-acre lot for future conveyance to the Library District (the "Library Lot"), 4.75-acre and 6.75-acre lots for the O&G Wells, a 3.0-acre lot for a future Town police station, and an 8.37-acre lot for Town recreational uses. The Parties agree that the foregoing acreages are approximate and that final acreages shall be determined during the minor subdivision process. The Public Improvements required by this Agreement and the rights-of-way and easements shown on **Exhibit A** and **Exhibit B** to this Agreement shall be shown on the Plat. Without limiting the foregoing, the Fire District shall be responsible for the engagement and oversight of third-party contractors and payment of all fees and costs related to the Plat, and the Library District shall be responsible for reimbursing the Fire District the Library District's share of such fees and costs as set forth in a separate agreement between the Fire District and Library District.
- b) **Public Improvements.** The Fire District shall be responsible for designing, permitting, and constructing the following public improvements (collectively, the "Public Improvements").
- i. Irrigation, sanitary sewer, water, and storm water improvements as shown on the Master Utility Plan for Liberty Ranch Filing No. 2, 3rd Amendment attached as **Exhibit A** to this Agreement (as may be amended during the minor subdivision process, the "Master Utility Plan").
 - ii. The new roadway to be named "Chaparral Street" at the general location shown on the Master Utility Plan. Chaparral Street shall be constructed in compliance with the Road Section Details for Liberty Ranch Filing No. 2, 3rd Amendment attached as **Exhibit B** to this Agreement (as may be amended during the minor subdivision process, the "Road Section Details"). Traffic calming improvements consistent with those shown on the Road Section Details shall be constructed where Chaparral Street connects with Birdle Drive in the Liberty Ranch neighborhood. Landscaping meeting the Mead Municipal Code (the "Town Code") requirements shall be installed along the western side of Chaparral Street (*i.e.*, the Library Lot frontage). However, only interim landscaping shall be installed along the eastern side of Chaparral Street (*i.e.*, the frontage along the northeastern O&G Well). Detailed landscaping requirements shall be determined during the minor subdivision process.
 - iii. The new roadway to be named "Liberty Drive" at the general location shown on the Master Utility Plan. Liberty Drive shall be constructed in compliance with the Road Section Details. Landscaping meeting the requirements of the Town Code shall be installed along the southern side of Liberty Drive (*i.e.*, the Fire Lot frontage). However, only interim landscaping shall be installed along

the northern side of Liberty Drive (*i.e.*, the frontage along the northeastern O&G Well). Detailed landscaping requirements shall be determined during the minor subdivision process.

- iv. Installation of emergency-vehicle traffic control signal at the intersection of the driveway for the Fire Lot and WCR 7.
- v. Widening of the west side of Weld County Road (“WCR”) 7 between the Liberty Drive and WCR 7 intersection and the emergency driveway from the Fire Lot onto WCR 7. WCR 7 shall be widened in compliance with the Road Section Details; except that the Fire District shall not be responsible for installing the 10-foot trail shown in the Road Section Details (the “Town Trail”). Rather, the Fire District shall construct a tie-in for the Town Trail at the Liberty Drive and WCR 7 intersection and dedicate an easement for the Town Trail to the Town either, at the Town’s discretion, by reservation to the Town in the Plat or dedication to the Town by separate agreement of the Town and Fire District.
- vi. If required by the traffic study for the Project, construction of auxiliary lanes along WCR 7, such as: a deceleration along the west side of WCR 7 into Liberty Drive; a left turn from WCR 7 into Liberty Drive; and/or an acceleration lane from Liberty Drive heading south on CR 7.

If the drainage plan for the Project complies with the Liberty Ranch Filing No. 2 drainage report and any associated amendments, a separate storm water detention facility will not be required for the Project.

Without limiting the foregoing, the Fire District shall be responsible for the engagement and oversight of third-party contractors and payment of all fees and costs related to the Public Improvements, and the Library District shall be responsible for reimbursing the Fire District the Library District’s share of such fees and costs as set forth in a separate agreement between the Fire District and Library District.

- c) **Site Planning.** The Fire District and Library District shall each be responsible for, at each Party’s sole cost, preparing and obtaining Town approval of the site plan for the Fire Lot and the site plan for the Library Lot, respectively. The Fire District site plan and construction of the fire station shall accommodate the Town’s design and construction plans for the Town Trail.

3. OTHER AGREEMENTS; TOWN FEES AND COSTS.

- a) **Minor subdivision and site plans.** As part of the minor subdivision and site plan processes, the Districts shall be required to enter into a subdivision improvement agreement and a site plan agreement in accordance with Sections 16-4-130 and 16-4-100 of the Town Code, respectively; provided, however, if a District submits its site plan contemporaneously with the Plat, the subdivision improvement agreement may be combined with the site plan agreement. As part of the minor subdivision and site plan processes, the Districts shall also be required to enter into an agreement for payment of review and development expenses incurred by the Town in accordance with Sections

16-4-80 and 16-4-100 of the Town Code; provided however, that the Town shall waive the Town's application fees and the costs associated with Town staff's review of the Plat and the Districts' site plans. The Districts shall remain responsible for the cost of review by the Town's outside consultants, including (without limitation) traffic engineering review, drainage engineering review, review by the Town's engineering firm (currently, JVA, Incorporated), and legal review.

- b) **Development impact fees.** The Fire District and Library District shall be responsible for payment of development impact fees imposed by the Town in accordance with Article VI of Chapter 4 of the Town Code. The fees shall be paid prior to issuance of a building permit for development occurring on each of the Fire Lot and Library Lot and shall be calculated based on the then-current rate imposed for the Office & Institutional development type.
- c) **Building permit fees.** The Town shall waive the Town's application fees for Town building permits.
- d) **Town inspection fees.** The Town shall waive the cost of inspections by Town staff. The Districts shall remain responsible for the cost of inspections by the Town's outside consultants.

4. **NEIGHBORHOOD MEETING.** The Fire District shall be responsible, at its cost (subject to reimbursement from the Library District per a separate agreement between the Districts), for scheduling, holding, and conducting at least one neighborhood meeting with the Liberty Ranch neighborhood located immediately west of the Property. The Parties anticipate that the meeting will be held at the current fire station and facilitated by the Project architect (Oz Architecture). Town staff shall attend and be available to answer questions during the neighborhood meeting. The Town shall waive costs for Town staff time related to the neighborhood meeting.

5. **STANDARDS.**

- a) The Project shall be designed and constructed in compliance with all applicable federal, state, and local laws, rules, and regulations, including (without limitation) the Americans with Disabilities Act, as amended.
- b) If the Town proposes to amend the Town Code by adding a public use zoning district, and proposes to rezone the Property to said district, the Town agrees that no such rezoning shall impact the use of the Property by the Fire District and Library District.

6. **CONVEYANCE OF LOTS.** The Town agrees to convey, and the Fire District and Library District agree to acquire, the Fire Lot and Library Lot, respectively, upon the terms and conditions of this Section 6.

- a) **Consideration.** The consideration for the Fire Lot and Library Lot shall be \$10 for

each of said lots plus the Districts' performance of their obligations in this Agreement.

b) No Warranties. The Fire District and Library District acknowledge and agree that they are acquiring their respective lots "AS IS," "WHERE IS," "WITH ALL FAULTS," and "WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED," including, without limitation, the physical condition of the lots.

c) Closings.

- i. The Town shall convey the Fire Lot to the Fire District by bargain and sale deed upon the Town approval of the site plan for the Fire Lot and execution by the Town and the Fire District of the corresponding site plan agreement.
- ii. The Town shall convey the Library Lot to the Library District by bargain and sale deed upon the Town approval of the site plan for the Library Lot and execution by the Town and the Library District of the corresponding site plan agreement.

d) Town's Reversionary Interests.

- i. The deed for the Fire Lot shall include a right of re-entry in the Town if the Fire District: (1) fails to pull a building permit for vertical construction of the fire station within two (2) years of the Effective Date of this Agreement (the "Fire BP Condition"), or (2) fails to obtain a temporary certificate of occupancy ("TCO") for the fire station within two (2) years of the issuance of the initial building permit for vertical construction of the fire station (the "Fire TCO Condition"). The deed shall include language that if the Fire District fails to cure the Fire BP Condition within thirty (30) days after receipt by the Fire District of written notice from the Town or the Fire TCO Condition within ninety (90) days after receipt by the Fire District of written notice from the Town, then the Town shall be entitled to a reconveyance of the Fire Lot by bargain and sale deed and the delivery of exclusive possession thereto. In addition, the deed shall state that if the right of re-entry is the result of a failure of the Fire TCO Condition, then the Town's right to a reconveyance of the Fire Lot shall be subject to payment to the Fire District of the documented costs incurred by the Fire District for the vertical improvements. If a reconveyance is triggered by the failure of the Fire TCO Condition and the vertical improvements are more than 50% complete, the purchase price for the cost of the vertical improvements shall be reduced based on the level of development as set forth below:
 - o Vertical Development is over 90% complete: less \$225,000.00
 - o Vertical Development is over 50% complete: less \$135,000
- ii. The deed for the Library Lot shall include a right of re-entry in the Town if the Library District: (1) fails to pull a building permit for vertical construction of

the library within two (2) years of the Effective Date of this Agreement (the “Library BP Condition”), or (2) fails to obtain a TCO for the library within two (2) years of the issuance of the initial building permit for vertical construction of the library (the “Library TCO Condition”). The deed shall include language that if the Library District fails to cure the Library BP Condition within thirty (30) days after receipt by the Library District of written notice from the Town or the Library TCO Condition within ninety (90) days after receipt by the Library District of written notice from the Town, then the Town shall be entitled to a reconveyance of the Library Lot by bargain and sale deed and the delivery of exclusive possession thereto. In addition, the deed shall state that if the right of re-entry is the result of a failure of the Library TCO Condition, then the Town’s right to a reconveyance of the Library Lot shall be subject to payment to the Library District of the documented costs incurred by the Library District for the vertical improvements less \$225,000.00 (*i.e.*, the approximate value of the Library Lot as of the Effective Date).

iii. The deeds for the Fire Lot and Library Lot shall also state that the Town’s right of re-entry shall expire automatically upon issuance of a TCO. In addition, following the issuance of a TCO, the Town agrees to execute and record a notice of release of its right of re-entry upon request of the applicable District.

e) **Costs and fees.** The Fire District shall pay recording costs related to the closing of the Fire Lot, and the Library District shall pay recording costs related to the closing of the Library Lot. In addition, premiums for any title insurance policy obtained by a District, including the cost of any affirmative coverages or endorsements, shall be borne by the applicable District.

7. **RIGHT OF FIRST REFUSAL.** If at any time the Fire District as to the Fire Lot or the Library District as to the Library Lot receives a bona fide offer to purchase in whole or in part, said lot or to lease the entirety of said lot for a lease term (including extension periods) of more than twenty-five (25) years, the applicable District shall send the Town a copy of the proposed offer and notify the Town of the District’s intention to accept the same. The Town shall have the right within sixty (60) days to accept the terms of said offer in writing and within sixty (60) days thereafter to purchase or lease, as applicable, the subject lot for the price and on the terms specified in said offer. If the Town does not so elect within said sixty (60) day period, the applicable District may then sell or lease, as applicable, the subject lot to the offeror provided the sale or lease is on the terms and conditions and for the price set forth in the written offer sent to the Town. This right of first refusal shall in no way restrict a District’s right, power, or authority to mortgage or encumber, including lease back financing, grant easements affecting, or grant a lease or leases with a lease term (including extension periods) equal to or less than twenty-five (25) years on, the subject lot. Nor shall this right of first refusal in any way restrict or prohibit transfers of the subject lot by operation of law or transfers of the subject lot between the Fire District and the Town or the Library District and the Town. This right of first refusal shall terminate and be null and void as to the Fire Lot or Library Lot upon the consummation of a sale or conveyance in fee simple or a lease of more than twenty-five (25) years to a third party of said lot after

full compliance with the terms of this right of first refusal; provided, however, if there is a sale or conveyance in fee simple of only a portion of a lot, then this right of first refusal shall remain in place for the remainder of said lot. The Town may record a memorandum of this right of first refusal against the applicable lots.

- 8. TERMINATION OF AGREEMENT.** The term of this Agreement shall commence on the Effective Date and shall terminate upon the date that all obligations of the Parties under this Agreement have been satisfied, unless:
- a) This Agreement is terminated earlier by mutual written agreement of the Parties.
 - b) This Agreement is terminated by the Fire District or Library District within One Hundred Twenty (120) days of the **Effective Date** based on the District's determination that title to or environmental condition of the Fire Lot or Library Lot, as applicable, is not acceptable to the District. The terminating District shall provide written notice to the other Parties of such termination on or before the expiration of said 120-day period. The Districts shall be solely responsible for obtaining current title commitments for title insurance policies for their subject lots and copies of instruments and documents referenced in such commitments.
 - c) The Plat and the associated subdivision improvement agreement and the site plans and the associated site plan agreements for the Fire Lot and Library Lot are not approved by the Town and fully executed within one (1) year of the Effective Date. Upon such an event, the Parties shall meet to discuss the potential termination or amendment of this Agreement. Unless this Agreement is otherwise amended by the Parties, if the Plat and the associated subdivision improvement agreement and the site plans and the associated site plan agreements for the Fire Lot and Library Lot are not approved by the Town and fully executed within eighteen (18) months of the Effective Date, the Town shall have the right to terminate this Agreement with thirty (30) days' prior written notice to the Districts.

In the event the Parties seek to terminate this Agreement with respect to only one District under Subsection a) above, or if only one District seeks to terminate this Agreement under Subsection b) above, or if the Town seeks to terminate this Agreement with respect to only one District under Subsection c) above, the Town and the remaining District shall work cooperatively and in good faith to amend this Agreement as needed to address the public improvements needed to serve the remaining District's development.

- 9. ENTIRE AGREEMENT; AMENDMENTS.** This Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the Parties and supersedes all prior contracts, proposals, representations, negotiations, letters of intent, whether written or oral, pertaining to the subject matter of this Agreement. No changes, alterations, or modifications to any of the provisions of this Agreement shall be effective unless contained in a written agreement signed by the Parties.
- 10. FORCE MAJEURE.** The Fire District and Library District shall not be liable for any delays or failures in the performance of any of their obligations hereunder due to causes

beyond their reasonable control, after written notice to the Town of such cause and exercise of such Party's best efforts to perform such obligations, including, but not limited to, fire, strike, war, riots, acts of civil or military authority, acts of God, judicial action, unavailability or shortages of materials, equipment or personnel, failures or delays in delivery from vendors and suppliers, or delays in transportation.

- 11. ASSIGNMENT.** A Party shall not assign this Agreement or any rights or obligations of such Party under this Agreement without the prior written consent of the other Parties.
- 12. BINDING AGREEMENT.** This Agreement shall be binding upon and shall be for the benefit of the Parties, their successors and assigns.
- 13. NO THIRD-PARTY BENEFICIARIES.** This Agreement shall not confer any rights or remedies upon any person other than the Fire District, Library District, and Mead and their respect successors and assigns.
- 14. CHOICE OF LAW; VENUE.** This Agreement shall be construed in accordance with the laws of the State of Colorado. In the event of any dispute between the Parties, the exclusive venue for dispute resolution shall be the District Court for and in Weld County, Colorado.
- 15. SEVERABILITY.** If any term or condition of this Agreement shall be held to be invalid, illegal, or unenforceable, this Agreement shall be construed and enforced without such provision to the extent that this Agreement is then capable of execution within the original intent of the Parties.
- 16. NOTICES.** All notices or demands desired or required under this Agreement shall be deemed given: (i) when personally delivered; or (ii) after the lapse of five (5) days after mailing by registered or certified mail, postage pre-paid; or (iii) when sent by confirmed electronic mail, and addressed as follows:

To Town of Mead: Town of Mead
Attn: Jason Bradford, Community Development Director
441 Third Street
Mead, CO 80542
E-Mail: jbradford@townofmead.org

With a copy to: Michow Guckenberger & McAskin LLP
Attn: Mead Town Attorney
5299 DTC Blvd., Suite 300
Greenwood Village, CO 80111
E-Mail: MMcAskin@mgmfirm.com

To the Library District: High Plains Library District
Attn: Matthew Hortt, Ph.D., Executive Director
12650 W. 29th Street
Greeley, CO 80634

E-Mail: MHortt@highplains.us

With a copy to:

Coan Payton & Payne LLC
Attn: William F. Garcia, High Plains Library District
Counsel
5586 W 19th Street
Greeley, CO 80634
E-Mail: wgarcia@cp2law.com

To the Fire District:

Mountain View Fire Protection District
Attn: Deputy Chief Jeff Webb
3561 N. Stagecoach Road
Longmont, CO 80504
E-Mail: jwebb@mvfpd.org

With a copy to:

Lyons Gaddis
Attn: John Chmil, Mountain View Fire Protection District
Counsel
P.O. Box 978
Longmont, CO 80502-0978
E-Mail: jchmil@lyonsgaddis.com

17. NO WAIVER OF GOVERNMENTAL IMMUNITY. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, CR.S. §§24-10-101 *et seq.*, as applicable now or hereafter amended.

18. SUBJECT TO APPROPRIATION. The Parties understand and acknowledge that Mead, the Fire District, and the Library District are subject to Article X, § 20 of the Colorado Constitution (“TABOR”). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multiple-fiscal year direct or indirect debt or obligation within the meaning of TABOR as no future appropriation of funds beyond the current fiscal year is anticipated or expected. Notwithstanding anything in this Agreement to the contrary, all payment obligations of the Parties are expressly dependent and conditioned upon the continuing availability of funds for such party beyond the term of the party’s current fiscal period ending upon the next succeeding December 31. Financial obligations of the Parties payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the individual paying party and other applicable law.

19. EXECUTION BY COUNTERPARTS; ELECTRONIC SIGNATURES. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS

§§ 24 71.3 101 to -121. 20.

20. AUTHORITY TO ENTER AGREEMENT. The signatures of those representatives of the Parties below affirm that they are authorized to enter into and execute this Agreement and that all necessary actions, notices, meetings, and/or hearings pursuant to any law required to authorize the execution of this Agreement have been made.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Signature Pages Follow.

ATTEST:

TOWN OF MEAD, COLORADO

By: _____
Mary E. Strutt, Town Clerk

By: _____
Colleen G. Whitlow, Mayor

Date: _____

APPROVE AS TO FORM:

By: _____
Marcus McAskin, Town Attorney

**MOUNTAIN VIEW FIRE PROTECTION
DISTRICT:**

Laura McConnell, Board President

Date: _____

ATTEST:

Secretary

HIGH PLAINS LIBRARY DISTRICT:

Mary Heberlee, Chair of the Board

Date: _____

ATTEST:

Secretary

EXHIBIT A
MASTER UTILITY PLAN

EXHIBIT B
ROAD SECTION DETAILS

HIGH PLAINS LIBRARY DISTRICT

BOARD OF TRUSTEES COMMUNICATION

Meeting date: May 20th, 2024
Type of item: Action
Subject: Hill-n-Park MOU
Presented by: Dr. Matthew Hortt, HPLD Executive Director
Recommendation: Staff recommend the Board approve the proposed MOU and direct the Executive Director to sign the MOU

Background

The Hill-n-Park Senior Center has been remodeled. It resides in an unincorporated area, located at 4205 Yosemite Dr, Greeley, CO 80634. The Center was remodeled and reopened on May 7th, 2024. The project was supported heavily by Weld County and the Commissioners. HPLD had been providing Outreach Services to the Center prior to the remodel. The request has been made to resume services and consider installing a Public Computing Center (PCC) in the Center.

Considerations

- Legal Counsel has reviewed the MOU
- MOU is modeled on the standard PCC MOU in Briggsdale, and mirrors that of the Friends of Raymer MOU that was approved in June of this year

Staff Recommendation

Staff recommend the Board approve the proposed MOU and direct the Executive Director to sign it.

MEMORANDUM OF UNDERSTANDING
CONCERNING LIBRARY SERVICES
AT THE HIGH PLAINS LIBRARY AT THE HILL-N-PARK SENIOR CENTER

This Memorandum of Understanding ("MOU") Concerning Library Services at the High Plains Library at the Hill-N-Park (CO) Senior Center is entered into by and between the High Plains Library District, a library district formed under the provisions of the Colorado Library Law, CRS §24-90-101 et seq. (the "District"), and the Hill N' Park Senior Center Board of Directors ("HNPB"), located in Weld County, Colorado.

RECITALS

WHEREAS, the Board of Trustees of the District is vested with the authority of administering the affairs of the District; and

WHEREAS, the District desires to support an equal level of access to library services for all District residents; and

WHEREAS, Weld County, Colorado is included within the District; and

WHEREAS, HNPB and the District desire to offer certain library services at the Hill N' Park Senior Center (the "HNP") located at 4205 Yosemite Dr. within Greeley , Colorado.

WHEREAS, FOR and the District are authorized to enter into memoranda of understanding and wish to set forth their agreements concerning services at the HNP;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the District and HNPB agree as follows.

AGREEMENT

1. Recitals. The foregoing Recitals are incorporated herein by reference.

2. Purpose. The purpose of this MOU is to set forth the rights, obligations and responsibilities of the District and HNPB concerning library services at the HNP.

3. Term. Unless otherwise terminated as hereinafter provided, this MOU shall be effective beginning TBD, until TBD, and it is renewable annually, upon review of all parties, in order to assure that services are continuing to meet public needs.

4. Obligations of the District. The District shall have the following obligations:

- a.** To assume costs and expenses to provide computers, Internet connectivity, peripherals, furniture, and support equipment for use at the HNP by persons receiving library services to include:
 - i.** 2 PCs
 - ii.** Wireless Internet Access for public inside and outside of the building. People parked in front of the library will be able to access wireless when sitting in their vehicles.
 - iii.** 1 tabletop copier/fax/printer/scanner
 - iv.** 1 PC reservation system
 - v.** 1 Mobile Collaboration/Visualization station (ie. MondoPad)
 - vi.** Filtering software
 - vii.** Dedicated broadband connection
 - viii.** Dedicated Electrical wiring and cabling
- b.** To provide Information Technology staff to troubleshoot computer and network operations.
- c.** To provide property insurance for District-owned equipment and furniture.
- d.** As staffing allows, to provide HNPB services such as computer classes, restocking pre-made library cards, bookmobile services, delivery & pick-up services for materials, and summer reading programming;
- e.** To assist HNP volunteers with issuing District library cards to allow access to virtual library services, troubleshooting equipment, and to monitor the condition of District equipment

5. Obligations of HNPB

HNPB shall have the following obligations:

- a. To assume responsibility for costs or expenses related to maintaining space for library services, including planning and implementation to create and maintain a comfortable and safe facility for the public to use;
 - b. To prepare and provide space for the HNP's equipment, furniture, and services,
 - c. To determine the location and assist in the installation of equipment and furnishings;
 - d. To include HNP furniture during custodial services and facilities maintenance;
 - e. To provide security inside and around the building;
 - f. To pay for utilities and to provide property insurance for the building; and
 - g. To assist with promoting library services through HNPB communication channels.
6. **Computer Use.** All users of library services at the HNP shall be required to hold a District library card and to comply with all District rules for computer use. Access on District equipment shall be through a filtered network.
7. **Relationship of the Parties.** Nothing herein shall create or be construed as creating a partnership, joint venture or agency relationship between the parties and no party shall have the authority to bind the other in any respect. The District shall be the employer of all persons providing services under paragraph 4 of this MOU, the HNPB shall be the employer/volunteer manager of all persons providing services under paragraph 6 of this MOU. Each party shall, for its employees/volunteers, have the sole responsibility for paying salary, including benefits, and shall maintain such general liability, workers' compensation and unemployment insurance coverage as are required by the State of Colorado.
8. **Property.** All equipment and other property provided by the District shall remain the property of the District. The District shall provide insurance on such property, and the HNP shall provide property and liability insurance for the HNP. Each party shall provide to the other an annual Certificate of insurance, naming the other party as an additional insured. If the District, as an additionally insured party, is directly connected to an increase of the insurance cost; the District shall reimburse HNPB for the increased costs for up to 25% above the insurance rate calculated for HNPB without the District as an additionally insured party.
9. **Needs Assessment.** At least annually, the parties will assess the management of and the continuing need for the services provided under this MOU, using the measures described in Exhibit A, which is attached hereto and is incorporated herein by reference.

10. Termination. Each of the parties may terminate this MOU by providing thirty (30) days written notice to the other parties.

11. Miscellaneous Provisions.

- a. Notice.** Any notice required or permitted by this MOU shall be in writing and either delivered or served upon the other party or mailed to the other party, postage prepaid, certified receipt requested, to the respective addresses as set forth below. Any such notice so deposited in the mail shall be deemed received within two (2) days after deposit. Either party may change her/its address by giving notice of the change in accordance with this paragraph.

If to the HNPB:

Hill N' Park Seionr Center Board
Preferred Address
4205 Yosemite Dr
Greeley, CO 80634

If to the District:

High Plains Library District
Attn: Dr. Matthew Hortt, Executive Director
2650 W. 29th St.
Greeley, CO 80631

- b. Entire Agreement; Amendment; Binding Effect.** This MOU contains the entire understanding of the parties. It may not be changed without an agreement in writing signed by both parties. This MOU is binding upon and inures to the benefit of the parties, their successors, assigns and representatives.
- c. Severability.** If any provision of this MOU is found by a court of competent jurisdiction to be illegal or unenforceable for any reason, such clause or provision shall be modified to the extent necessary to make this MOU legal and enforceable. If it cannot be so modified, such clause or provision shall be severed from the remainder of the MOU to allow the remainder of the MOU to remain in full force and effect.
- d. Waiver.** Failure to insist upon strict compliance with any of the terms, covenants or conditions shall not be deemed a waiver thereof, nor shall any waiver or

relinquishment of any right or power hereunder at any one or more times be deemed a waiver of such right or power at any other time.

- e. **Appropriations.** No provision of this MOU shall be construed or interpreted: i) to directly or indirectly obligate either party to make any payment in any year in excess of amounts appropriated for such year; ii) as creating a debt or multiple fiscal years direct or indirect debt or other financial obligation whatsoever within the meaning of Article X, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; iii) as a donation or grant by either party to, or in aid of, any person, company or corporation within the meaning of Article XI, Section 2 of the Colorado Constitution.
- f. **Compliance with Applicable Laws.** At all times during the term of this MOU, the parties shall strictly adhere to and comply with all applicable federal and state laws, orders and regulations as they currently exist or may hereafter be amended, including but not limited to all applicable laws and regulations respecting discrimination.
- g. **Governmental Immunity; Limitation of Liability.** Each party to this MOU shall be responsible for its own negligence and that of its directors, officers, employees, agents, and representatives. Notwithstanding any other provision of this MOU to the contrary, no term or condition hereof shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., as now existing or hereafter amended. The provisions of this IGA shall be controlled, limited and otherwise modified to limit the liability of the parties hereto to the above cited law.
- h. **Legal Authority.** Each party hereto warrants that it has the legal authority to enter into this MOU and that it has taken all actions required by its procedures, by-laws and/or applicable law to exercise that authority and to lawfully authorize its undersigned signatory to execute this MOU.
- i. **No Third Party-Beneficiaries.** This Agreement shall not confer any rights or remedies upon any person other than HNPB and the District and their respected successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed on the date set forth below.

DATE

HIGH PLAINS LIBRARY DISTRICT

By: _____
Mary Heberlee, President, Board of Trustees

Hill N' Park Seionr Center Board

By: _____
Flo Jean Whitegead, President, Board of Directors

HIGH PLAINS LIBRARY DISTRICT

BOARD OF TRUSTEES COMMUNICATION

Meeting date: August 19, 2024
Type of item: Action
Subject: Investment Advisory Services
Presented by: Matthew Hortt, Executive Director, and Natalie Wertz, Finance Manager
Recommendation: The Finance Committee recommends that the Board approve entering into a contract with Public Trust Advisors for investment advisory services

Background:

In 2018, High Plains Library District issued an RFP for investment advisory services for 2019 with an option for 4 additional years. The only proposal received was from Public Trust Advisors, and they were awarded the contract for 2019 with the option for 4 additional years. The contract was completed on December 31, 2023. Because the market was not favorable for purchasing bonds at that time, the District opted to delay issuing an RFP until recently, when it was decided to move forward with it.

Considerations:

At the July 2024 board meeting, the Board approved issuing an RFP for investment advisory services. The RFP was issued, and responses were due by 5:00 p.m. on August 7th. Four responses were received.

The HPLD finance committee met on August 12th to share evaluations of and discuss the responses. The group proposes using Public Trust Advisors.

Recommendation:

The recommendation of the Finance Committee is that the Board approve entering into a contract with Public Trust Advisors for investment advisory services.

HIGH PLAINS LIBRARY DISTRICT BOARD OF TRUSTEES COMMUNICATION

Meeting date: August 19, 2024
Type of item: Information
Subject: Measuring Outreach Better
Presented by: Elena Rosenfeld, Megan Lowery, Rick Medrano, Sara Wicen
Recommendation: Information only, no action to be taken

Description of Topic

The current members of the Measuring Outreach Better (MO Better) Project will be sharing a brief overview of the project's history, how the work was accomplished, some key findings, and next steps. Started in 2019, this project will be considered substantially completed by the end of this year although work on submitting a journal article may continue into 2025.

Background

The Measuring Outreach Better project started when the District was interested in both expanding the definition of "outreach" in the Public Library Annual Report (PLAR) and assessing our impact on the "Dare to Dream" market segment.

This led to a conversation with the Library Research Service (LRS), an office of the Colorado State Library, which resulted in a project where HPLD and the LRS partnered to assess how library efforts impact community members.

Initially, we focused on the question of whether our efforts created a sense of ownership in the target population. After brainstorming about our needed information and reviewing journal articles, we refined our question to asking whether our efforts helped build a sense of belonging in the target populations.

That "sense of belonging" was considered a key aspect of community building and we, as a public library, need people to feel that they deserve access to this community resource and have a vested interest in helping us provide the services and resources they want and need.

While the effort did not completely match our intentions, it did result in our holding valuable conversations, building some relationships, and learning some information that will help us to better serve new community members moving forward.

Recommendation

Information only, no action to be taken.

Measuring Outreach Better

Project Overview

The 5-year project (2019 through 2024)

In 2019, HPLD approached the Library Research Service (LRS) about measuring the impact of the Outreach department's work. Initially, we asked whether the District's efforts helped build a sense of ownership of the library for new immigrant and refugee community members.

The question shifted to asking about whether efforts helped build a "sense of belonging" in the community. "Sense of belonging" is a researched subject and allowed us to assess whether our efforts help newcomers feel more connected within their new community as well as with the library. This more holistic question was a better fit as the District identified a focus on helping build community.

It was determined that one-on-one interviews were the best practice for gathering information from this population. District staff and contracted workers from our immigrant population conducted interviews using trauma-informed practices. Language Line translation services were used when needed.

We were able to interview 38 people, asking about their past, their experiences with HPLD, their current priorities, and their feelings as community members.

Dedoose, an analytic tool, was used to identify patterns in responses to questions asked.

Defining the right question, COVID, the political climate, our learning curve for conducting a qualitative-data heavy study, and staff turn-over all helped make this a longer process than anticipated.

We conclude this effort with recommended actions from this study and from general Outreach staff experiences that align with the comments heard during the interview process.

The following is a list of words and phrases that were identified most often throughout interview transcripts. The larger the word, the more often it was used. We were pleased to see that the perception of HPLD is primarily positive.



<p>Top Findings</p>	<p>Connections and experiences are important: Overall, both the community and library were viewed favorably, but we did have participants that did not know about libraries upon arriving in the U.S. and a participant that did not feel like they were educated enough to use the library. People without childhood experiences in a library were less likely to use the library.</p> <p>Similarly, relationships are very important: Connections with HPLD staff who visit the Immigrant and Refugee Center of Northern Colorado (IRC) stood out throughout interviews. However, for some participants there was not a remembered connection between that staff member and HPLD, revealing an opportunity to improve outreach efforts.</p>
<p>Additional Documents</p>	<ul style="list-style-type: none"> • Overview of Languages Spoken in Weld County • How Library Efforts Support a Sense of Belonging • Growing a Strong Relationship with the Communities • Recommended Actions for HPLD
<p>Publishing</p>	<p>We have an article submitted to <i>Collaborative Librarianship</i> and are looking at additional publishing opportunities.</p>

Measuring Outreach Better

Action Items for Successful Outreach

The following are recommendations this group is proposing for HPLD to consider moving forward based on interview responses combined with work experience. This list starts with the needs most often identified during interviews.

English Language Tutoring	<p>English tutoring was identified as a prominent need but is outside of library services. HPLD has partnered in offering classes and may want to consider partnering more in this area. The success of this service may depend on partnerships, program models, and awareness throughout the community. It may be beneficial to start or reimplement these programs at certain locations.</p> <p>“[...] we came here without knowing English, knowing any reading and writing. You guys are saying to help, but it's taking a long time to learn stuff because of our lack of English.”</p>
Computer Classes	<p>While HPLD offers computer classes, access or awareness of these classes is lacking for this population. Requests for classes that teach basic skills such as typing and saving documents were noted during interviews. Classes and their promotion in different languages, in addition to hosting the classes in places and at times that work for these populations, may need consideration.</p>
Informational Citizenship Sessions	<p>“So I'm stuck with my citizenship, you know, interview or process. And so is there any... I can ask any question regarding that?”</p> <p>A large need identified was information on citizenship for newcomers and their families. We would recommend continuing the current citizenship class at the IRC and possibly forming partnerships with 3rd party subject matter experts. We need to walk a careful line for these legal matters where we bring in a presenter and act as only the location.</p> <p>It's also important to ensure staff are aware of the citizenship struggles newcomers may face, and that they are prepared to point patrons towards the resources they may request.</p>
Program Access	<p>Five of our interview participants identified as caregivers, and family arose as a theme throughout interviews. Programs for children and teens (such as book clubs) were suggested. It is important to advertise and implement programs for children and teens (and all programs) in a manner that is welcoming to newcomers.</p> <p>Lack of childcare also arose in interviews and sometimes as a barrier to library use. Simultaneous programs for adults and children could be a way that the library is equipped to help. This is an opportunity to partner with organizations, such as with the IRC's Little Learners programming.</p>

<p>Technology Access</p>	<p>“[I’m taking] English classes and some class for my citizenship. And I have a nephew who is also giving me the lesson over the phone every day. And we are feeling a need of a laptop for the lesson. And my nephew told me if you have a laptop, the lesson would have been much easier to give. If I can get a laptop from somewhere, maybe I can use it for my education purpose.”</p> <p>Another participant asked for the ability to take a job interview on a library computer in a study room, so quipping study rooms with standard technology for online appointments is a potential solution.</p>
<p>Workforce development planning, training, and programs</p>	<p>As one step towards a diverse workforce HPLD could host workforce development training that addresses cultural differences and barriers. These could include:</p> <ul style="list-style-type: none"> • Trainings to the entire staff to prepare them to cross cultural barriers • Public programs through workforce staff • In depth training for new hires to prepare them to succeed in the positions they are hired for.
<p>Accessible Advertising</p>	<p><i>“So you guys do a really good job, because I know of it and I see the flyers and I see, oh this is the High Plains library. But if it weren't me, if it were another person in the Spanish community, they'd be like, ‘oh what is this?’”</i></p> <p>Throughout our interviews many of the suggestions that arose were things that HPLD currently offers. This shows that there is a gap in information sharing which could be due to the barriers that newcomers face including language. Ensuring that HPLD’s advertising is accessible to newcomers is essential for people to understand and use library services.</p>



This project was made possible in part by the Institute of Museum and Library Services

Measuring Outreach Better:

Do you feel like your
library belongs to you?

Presented by:

Megan Lowery, HPLD's Mobile Services Supervisor, She/Her/Hers

Elena Rosenfeld, HPLD's Community Engagement & Strategies Manager, She/Her/Hers

Rick Medrano, HPLD's Outreach Manager, He/Him/His

Sara Wicen, LRS's Research Assistant, She/Her/Hers



LIBRARY
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In the Beginning We Asked...

How can we better assess the value of Outreach Department efforts?

- ▶ Outreach Departments aren't just about marketing.
- ▶ Can an 'apples to apples' comparison be developed?

We also wanted to know whether we were making a difference for our target populations:

- ▶ The "Dare to Dream" Market segment
 - ▶ New immigrants
 - ▶ Unhoused community members

But...HOW?



"Komodo Dragon Hatchling" by Frank Peters is licensed under [CC BY-NC-ND 2.0](https://creativecommons.org/licenses/by-nc-nd/2.0/).

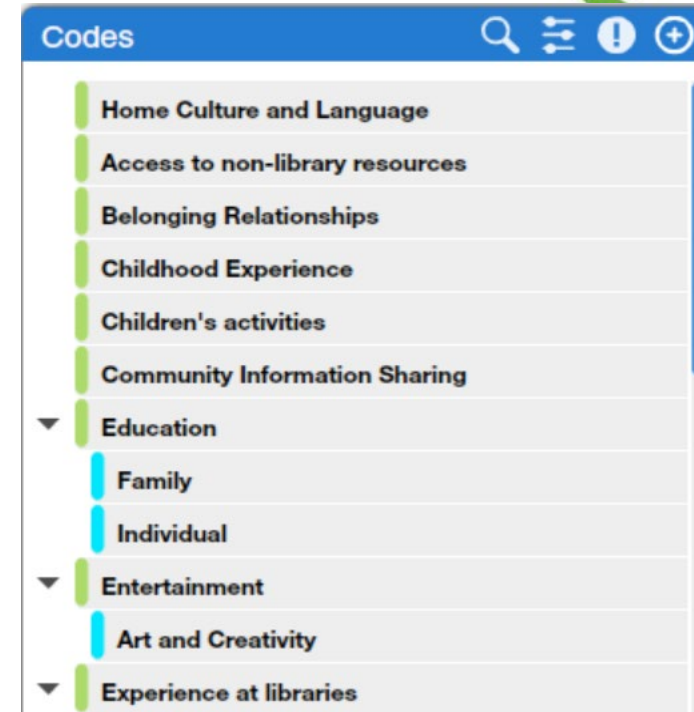
Survey Development & Interviews

- ▶ Refining the Question
- ▶ Focus group
- ▶ Data to include: personal stories, demographics, library use, connections within the community, perceptions of the library, feelings of belonging or lack thereof
- ▶ Interview process
- ▶ Barriers:
 - Pandemic
 - Incentives
 - Finding participants
 - Language Barriers
 - Technology Barriers



Coding & Analysis

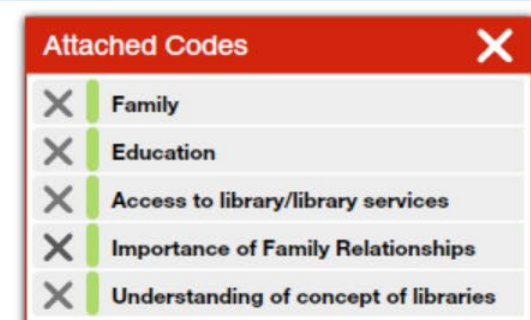
- Applying words or phrases that represent meaning within the text
- Transcripts were assigned to a person for initial coding and then reviewed by others.
 - Coding for a sense of belonging
 - Coding for barriers to library use
 - Coding for perception of the library
 - Coding for requests/suggestions for the library
- ▶ Created an analysis map with key focus areas: belonging overall, ownership of the library, what is missing/what can the library provide, overarching themes, actionable items, and sharing our findings



Text Excerpt: 37.docx (6967-7163) — X

Created By LRS Created On 07/01/2022

I come with my kids and I pay attention to them. At least I can let them know that they can come here to read, to understand things. At least I can show them that if I can't help them understand.



Key Points

- ▶ Our learning process throughout the study required us to shift expectations and assumptions that we started with and stay flexible.
- ▶ The importance of forming one-on-one relationships between immigrant and refugee community members and library staff



"I feel home here because it is the safest place for me on earth where I can live and where I can have my family. But the only problem is I cannot be fully happy yet because my wife was still in Burma"

- ▶ Immigrants and refugees expressed feelings of belonging in the community.
- ▶ Language was the major barrier identified.
- ▶ On its own, HPLD is not positioned to meet many of the needs of immigrant and refugee community members.



"I feel this is home. I feel like this is my final home; I'll be here until I die..."

"Here, you're much closer to access those opportunities, like work, being part of the community with all the community events, being part of the library, having it closer, just little things like that for sure."

"When I come in here in United States first, some people help me get one card for the library. I can't believe, I can have the card and then I go to the library, borrow different books I want. I can't believe because in my country, no have place like that."

Sharing What We Learned...

"So I cannot say it feels like back home in my country. I'm away from my family, from the culture, things like that. But in general, I love the life here because this is a country where if you do not break the law, you can live freely. "

"Once I hear the word library, it comes to me that it is the place where there are a lot of high level books are stored and only the very high educated person can go in and read there. Although, I want to study and I want to learn in the library, my English level is not that good... So I cannot even go inside. Yeah, the system I thought of, the library is for the highly educated persons."

Contact Us!

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"This project was made possible in part by the Institute of Museum and Library Services

HIGH PLAINS LIBRARY DISTRICT

BOARD OF TRUSTEES COMMUNICATION

Meeting date: August 19, 2024
Type of item: Information
Subject: Proposal for Future Joint Board Meetings with Member Boards
Presented by: Dr. Matthew Hortt, Executive Director
Recommendation: Information only, no action to be taken

Background

Feedback from the Joint Board Meeting with the Member Library Boards included:

- Need to work together to share information on planned projects and budgeting
- A desire to meet more regularly
- A desire for joint planning session

Based on this feedback, staff have been working to develop a proposal for future joint board meetings.

Considerations

- **Gathering Information**
 - Purpose: Understanding needs and opportunities
 - When: Q1 (January-March)
 - Who: Boards & Directors
- **Meet and Review**
 - Purpose: Boards mutual review of projects
 - When: Q2 (1st week of April)
 - Who: Member Directors, HPLD Director
- **Build Budget**
 - Purpose: Meeting to clarify, review/finalize project
 - When: Q3 (3rd week of July) IGA and Annual List of Services Shared (Due back no later than Oct 1st)
 - Who: Boards & Directors
- **Project Planning**
 - Purpose: Initiate project planning
 - When: Q4 (October - December)
 - Who: All organizational leadership

Recommendation

Information only no action to be taken



BOARD OF TRUSTEES

Regular Session Agenda

Monday, September 16, 2024

5:00 p.m.

**HPLD Administration & Support Services Building
2650 W. 29th Street, Greeley, CO 80631**

This is also streamed virtually by GoToMeeting.

The meeting can be viewed from your computer, tablet, or smartphone.

<https://www.mylibrary.us/hpldboardmeetings>. To view the Board meeting online, use this link and select the date of the meeting you want to join. If you have public comments, you may submit questions at the time of signing up for the meeting. All participants will be muted.

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/399313765>

If you wish to address the Board via Public Comment, please attend the meeting in person. If you are unable to attend in person, you can submit public comments to the Board prior to the Board meeting via Formstack: https://hpld.formstack.com/forms/board_questions

The High Plains Library District Board may take action on any of the following agenda items as presented or modified prior to or during the meeting, and items necessary or convenient to effectuate the agenda items.

1.0 OPENING OF MEETING

- 1.1 Roll Call and Pledge of Allegiance
- 1.2 Approval of Agenda
- 1.3 Approval of Consent Agenda
 - a. August 19, 2024 Regular and Executive Session Meeting Minutes
- 1.4 The Good We Do
- 1.5 Public Comment

2.0 ITEMS FOR INFORMATION/ACTION

- 2.1 Construction Updates (Information) - Dr. Matthew Hortt, HPLD Executive Director
- 2.2 HPLD Vision and Values (Information) - Dr. Matthew Hortt, HPLD Executive Director
- 2.3 Policies Updates (Action) - Dr. Matthew Hortt, HPLD Executive Director

3.0 DIRECTORS REPORT

- 3.1 Review Draft Agenda – Dr. Matthew Hортt, HPLD Executive Director
 - a. October 7, 2024 RS
- 3.2 District Updates – Dr. Matthew Hортt, HPLD Executive Director

4.0 BOARD COMMENTS

- 4.1 Chair Report
- 4.2 Vice-Chair
- 4.3 Secretary/Treasurer
- 4.4 Committees
- 4.5 Other Board Members

5.0 ADJOURNMENT

Upcoming meetings:

October 7, 2024 at 5:00p.m.: HPLD Board of Directors Meeting - Regular Session
LINC Library Innovation Center, 501 8th Avenue, Greeley, CO 80631

Associate Director of Public Services

What's Happened in the last 30 days?

- Continued work on construction projects: Carbon Valley & Farr refreshes; Grover; DSS Expansion; Mead
- Continued work on policies: Lost & Found; Reconsideration of Library Resources; Patron Rights and Responsibilities Statement
- Naturalization Ceremony at Centennial Village Museum
- Finished the 2025 Associate Director's budget

What's Coming Up in the next 30 days?

- Continued work on policies and procedures
- The PS Managers' team will be presenting the updated Person-In-Charge (PIC) training to the Library Materials Supervisor group for their feedback/input. After that, we'll complete any needed changes and start rolling it out to all PICs.

Carbon Valley Operations

What's Happened in the last 30 days?

- Children's librarian, Bridget Parker hosted a booth at the The Mead Rockin' Reelin' Summer Music and Movies on July 12.
- How'd we do? comment: "Amazing staff – very nice."
- Total readers registered for the Summer Reading Adventure is 1,562

What's Coming Up in the next 30 days?

- Teen Librarian, Chloe Stevens, will be hosting a booth at the School's BACK! & Food and Flick in Settler's Park on August 9.
- The City of Greeley Museums traveling exhibit, Weld Towns 1861-Today, will be on display at the library August 5-18.

Erie Operations

What's Happened in the last 30 days?

- We hired a new Adult Services Librarian here at Erie. A big welcome to Cindy Grasso!
- On July 25, we hosted a full program of 15 teens for Big Mystery in Little Woods, an interactive mystery where everyone plays a role to solve the mystery.
- The Adventures End Ball, a royal soiree, celebrated the end of summer with fun, food, and dancing. The July 31st event drew 87 attendees.

What's Coming Up in the next 30 days?

- Our adaptive storytimes continue August 3rd before hours at 9:30, where families can sign up for the opportunity to foster the early literacy skills of children with neurodiversity and children who prefer an alternative to traditional storytimes.
- August 21st at 4pm, teens can come in and learn how to make their own piece of resin jewelry. Registration is required and it will fill up quick!
- More good news for the teens...Erie Teen Advisory Board returns! At 3:30pm on August 27th teens can join in and make their voice heard about what they would like to see at the library.

CRM Operational Work

What's Happened in the last 30 days?

- Digital display rollout
- LINC Map work
- Community Foundation profile
- District 6 Kickoff prep

What's Coming Up in the next 30 days?

- District 6 kickoff
- Yesfest promotion
- Food and diaper drive marketing prep

Facilities Operational Work

What's Happened in the last 30 days?

- Completed numerous work orders for all locations including delivery of furniture/equipment to various locations
- Completed cleaning and schedule changes at all locations
- Completed MOVE vehicle inspections/maintenance
- Completed landscaping maintenance including upgrades at all locations
- Assisted City for tours and inspections of Lincoln Park for sale of building
- Completed moving furniture/shelving and misc. items out of Lincoln Park and into storage
- Completed annual fire and safety inspections at all locations
- Completed parking lot maintenance at Riverside library
- Set up and attended Gregorio's (Farr custodian) retirement breakfast
- Started 2025 budgeting including capital expense projects
- Attended construction meetings and assisted with construction/renovations items including setting up services for new locations
- inspected roofs at all locations for maintenance and storm damage
- Assisted IT management with cabling projects at several locations including members locations
- Completed state building performance reports
- purchased two storage containers
- Moved one storage container from admin to Grover library
- Assisted Johnstown library with picking up donated items from Lincoln Park
- Installed ADA automatic door operator at Kersey library for double doors to outdoor park area
- Completed pest controls for all locations including woodpecker damages at LINC
- Worked with security and local police for vandalism and trespassing complaints/issues
- Completed facilities truck maintenance and annual registration
- Completed HVAC repairs and PM's including rooftop unit replacements at Admin and Centennial Park

What's Coming Up in the next 30 days?

- Complete ongoing work orders
- Complete MOVE vehicle inspections, record keeping and maintenance
- Attend construction, renovation, safety meetings and excellence coordinator meetings
- Complete annual budgeting including capital expenses
- Complete storm damage repairs
- Complete cleaning for all locations
- Complete landscaping projects and maintenance at all locations
- Complete HVAC adjustments/repairs all locations

Finance Operational Work

What's Happened in the last 30 days?

- CPE - continuing professional education
- GFOA WPFN mentoring program
- 2025 budget planning
- Weld County Lunch & Learn on property tax legislation and valuations - July 16
- HPLDF&F board meeting - August 5
- Work on RFP for investment advisory services

What's Coming Up in the next 30 days?

- CPE - continuing professional education
- GFOA WPFN mentoring program
- 2025 budget planning
- Work on SOPs
- Work on RFP for investment advisory services
- Vacation August 23 through September 2

Friends & Foundation Operational Work

What's Happened in the last 30 days?

- Ongoing Innovation Luncheon individual ticket and sponsor solicitations.
 - Raised to date:
 - Sponsors: \$16,750, 9 sponsorships
 - Goal: \$16,100 raised in sponsorships
 - Individual Tickets: \$1,040 16 seats
 - Goal: \$3,000 raised in individual tickets
 - Target Guest Count: 66 paid guests
 - To date: 48 paid guests
- Continued funding project and volunteer program work.
- Strategic planning interviews with Branch Library Managers and Member Library Directors for F&F strategic planning.
- Executive, Finance and Strategic Planning meetings in preparation for Board meeting.
- Branch tour/training for Volunteer Services Coordinator with Executive Assistant and Branch staff.

What's Coming Up in the next 30 days?

- Friends & Foundation Board of Directors meeting 8/5, 4pm at Erie Community Library
- Submission of 990 and Audited financial statements.
- Support volunteers for YES!fest
- Annual request for funding support forms close on 8/19.
- Friends & Foundation Board application opens 8/12. Three open seats.
- Continued planning for Innovation Luncheon and Friends Appreciation events.

Human Resources Operational Work

What's Happened in the last 30 days?

- Total Employees- 300*
- Open Positions - 8
- Job Applications Received - 139
- New Hires -4
- Resignations -2
- Training Requests - 41

*ADP Employee Count report produced at time of submitting the Board report.

What's Coming Up in the next 30 days?

- Implement salary plan update

Information Technology & Innovation Operational Work

What's Happened in the last 30 days?

- Project support Admin expansion\CVR\Farr\Mead
- Raymer - site survey for connectivity
- Video reader testing
- Catalog additional online catalog underway
- Budgeting
- Support for other projects: staff day 2025 planning, BBO, accessibility, digital display update
- Connectivity setup and confirmed for book Vending unit
- Milliken site walk

What's Coming Up in the next 30 days?

- ILS upgrade (target end of month early September tbd)
- Construction project support
- AV work at LINC (event space, classrooms)
- Annual schedule refresh planning for 2025 (and remainder of 2024)
- Smart Badges, computers, gaming systems,
- Finalize 2025 draft budget (add Milliken, ...
- GCC network upgrade
- Eaton additional copier and new computer delivery to remodel space

Community Engagement & Strategies Operational Work

What's Happened in the last 30 days?

- Acts of Connection: Due to changes in partner organization staffing, the Healthy Mind and Spirit workgroup has adjusted the timing of the formal start of the Acts of Connection initiative. The promotion of this Thriving Weld County initiative will be pushed back to October.
- Another Partnership Presentation Pending: The Marmot User Group has accepted our proposed presentation on the value of partnership between libraries. So, this October, Annie Epperson (UNC Libraries), Carol Satersmoen (Aims Learning Commons) and I will continue presenting on this topic.
- Weld County Early Childhood Council: The community planning process continues to move forward. The kickoff meeting held on July 23rd resulted in a number of potential priorities for the facilitators to consider. There did seem to be an overriding interest in helping educate families on the resources available to them, a focus that is a good fit for the Library District.

What's Coming Up in the next 30 days?

- Measuring Outreach Better: The Measuring Outreach Better (MO Better) group took a break in July and will be reconvening this month to continue work on compiling recommendations for HPLD leadership to consider. The recommendations will be based on the comments shared through interviews with members of the immigrant and refugee population and what Outreach staff has experienced when serving community members who are often defined as “under-served.”
- Weld County Early Childhood Council: The community planning process will move into the next phase – focusing on connecting with community members to gather insights on needs from those who benefit from early childhood services and programs but might not be aware of the connection – this includes employers, families, and other identified groups of interest.

Service - Programming

What's Happened in the last 30 days?

Program Title	Date	Location	Attendance
Music and Movement @ LINC	7/11/2024	LINC Library Innovation Center	90
Adventure's End Ball	7/31/2024	Erie Community Library	87
I-Spy Adventure in a Bottle	7/16/2024	LINC Library Innovation Center	69
Mother Goose Olympics	7/30/2024	LINC Library Innovation Center	67
Music and Movement @ LINC	7/25/2024	LINC Library Innovation Center	65
Adventure's End Ball	7/26/2024	Farr Regional Library	62
Family Storytime	7/22/2024	Erie Community Library	62
Cookies With A Cop	7/25/2024	Carbon Valley Regional Library	60
Music and Movement @ LINC	7/18/2024	LINC Library Innovation Center	60
Sensory Play Adventure	7/12/2024	Farr Regional Library	60