



## **BOARD OF TRUSTEES**

### **Regular Session Agenda**

**Monday, January 13, 2025**

**5:00 p.m.**

**LINC Library Innovation Center**

**501 8<sup>th</sup> Ave, 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**

- 1.0 Roll Call and Pledge of Allegiance
- 1.1 Approval of Agenda
- 1.2 Approval of Consent Agenda
  - a. December 9, 2024 Regular and Executive Sessions Meeting Minutes
- 1.3 The Good We Do
- 1.4 Public Comment

### **2.0 ITEMS FOR INFORMATION/ACTION**

- 2.1 Oath of Office and Ethics Policy (Action) - Dr. Matthew Hortt, HPLD Executive Director
- 2.2 Election of Board Officers (Action) – Dr. Matthew Hortt, HPLD Executive Director
  - a. Chair
  - b. Vice-Chair
  - c. Secretary/Treasurer
- 2.3 Selection of Board Committees (Action) – Dr. Matthew Hortt, HPLD Executive Director
  - a. Finance
  - b. Foundation
  - c. Governance
  - d. Construction Projects
    - I. DSS Archive
    - II. Mead

- 2.4 Erie Town Center URA (Action) - Dr. Matthew Hortt, HPLD Executive Director
- 2.5 Wember Facilities Master Plan Task Order (Action) – - Dr. Matthew Hortt, HPLD Executive Director
- 2.6 Mead Project Master Plan Site Plan Amendment (Action) - Dr. Matthew Hortt, HPLD Executive Director
- 2.7 Policy Updates
  - a. Service Animals policy
  - b. Flag policy
  - c. Photography and Video Recording policy
- 2.8 Construction Update (Information) - Dr. Matthew Hortt, HPLD Executive Director

**3.0 DIRECTORS REPORT**

- 3.0 Review Draft Agenda – Dr. Matthew Hortt, HPLD Executive Director
  - a. February 17, 2025 RS
- 3.1 District Updates – Dr. Matthew Hortt, HPLD Executive Director

**4.0 BOARD COMMENTS**

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

**5.0 ADJOURNMENT**

Upcoming meetings:

February 17, 2025, 5:00p.m.: HPLD Board of Directors Meeting - Regular Session  
LINC Library Innovation Center, 501 8<sup>th</sup> Ave, Greeley, CO 80631



**BOARD OF TRUSTEES**  
**Regular Session and Executive Session Minutes**  
**Monday, December 9, 2024**  
**LINC**  
**501 8th Avenue, Greeley, CO 80631**

**1.0 OPENING OF MEETING AT 5:03**

1.1 Roll Call and Pledge of Allegiance

All Trustees were Present unless noted:

Chair Mary Heberlee

Vice-Chair Joyce Smock

Secretary/Treasurer Nick Nakamura attended virtually

Trustee Deana Lemos-Garcia

Trustee Teresa Nuñez attended virtually

Trustee Gerri Holton

Trustee Michael Wailes attended virtually

Quorum was established.

Also Attending were:

Legal Counsel William Garcia

HPLD Staff: Dr. Matthew Hortt, Natalie Wertz, Niamh Mercer, Rick Medrano, and Kim Parker

Guests: Jenna Evans, Lisa Taylor,

Dan Spykstra, Quentin Rockwell from Wember, Inc

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

**MOTION** to approve the agenda: Trustee Gerri Holton

**SECOND:** Vice-Chair Joyce Smock

**DISCUSSION:** None

**VOTE:** 6:0

- 1.3 Approval of Consent Agenda  
a. November 18, 2024 Regular Session Meeting Minutes  
**MOTION** to approve the consent agenda: Trustee Deana Lemos-Garcia  
**SECOND:** Vice-Chair Joyce Smock  
**DISCUSSION:** None  
**VOTE:** 6:0
- 1.4 The Good We Do  
The annual food drive for the Weld Food Bank that HPLD participates in was held in October. Eight locations participated and brought in more than 780 pounds of food.
- 1.5 Public Comment  
*No public comment*

## 2.0 ITEMS FOR INFORMATION/ACTION

- 2.1 Introduction of New Trustees (Information) - Dr. Matthew Hortt, HPLD Executive Director  
Dr. Hortt introduced Jenna Evans, Region 1 candidate, and Lisa Taylor, Region 5 candidate, who the Selection Committee and Establishing Bodies chose to serve on the Board. The ratification process is underway; when ratified, they will serve on the Board from January 1<sup>st</sup> through December 31<sup>st</sup>, 2028 and will then have the option to run again for another four-year term.  
**INFORMATION ONLY, NO ACTION TO BE TAKEN**
- 2.2 Final Budget Overview (Action) – Dr. Matthew Hortt, HPLD Executive Director  
Natalie Wertz, HPLD Finance Manager, led the discussion. The main revenue source is taxes, and the mill levies are staying the same at 3.177 for 2025. The 2025 proposed budget shows a decrease in net revenues of \$13,749,751, or 19.48%, and net assets are down by \$16,655,453. After Ms. Wertz went over the details, Dr. Hortt added that the District is still in very strong financial position.  
The details can be found [here](#).  
The proposed budget has been reviewed by the Finance Committee and is being recommended for approval.  
**MOTION** to open the public hearing: Vice-Chair Joyce Smock  
**SECOND:** Trustee Gerri Holton  
**DISCUSSION:** None  
**VOTE:** 6:0

Chair Heberlee asked if there were any members of the public who would like to comment on the budget. There were no comments.

**MOTION** to close the public hearing: Trustee Gerri Holton  
**SECOND:** Trustee Deana Lemos-Garcia  
**DISCUSSION:** None  
**VOTE:** 6:0

**MOTION** to approve the budget and adopt resolution 24-3: Trustee Michael Wailes  
**SECOND:** Vice-Chair Joyce Smock  
**DISCUSSION:** None  
**VOTE:** 6:0



**MOTION** to adopt resolution 24-4 and appropriate sums of money: Secretary/Treasurer Nick Nakamura

**SECOND:** Trustee Deana Lemos-Garcia

**DISCUSSION:** None

**VOTE:** 6:0

**MOTION** to adopt resolution 24-5 to set the Mill Levy for Weld County: Vice-Chair Joyce Smock

**SECOND:** Trustee Gerri Holton

**DISCUSSION:** None

**VOTE:** 6:0

**MOTION** to adopt resolution 24-6 and set the Mill Levy for Boulder County: Secretary/Treasurer Nick Nakamura

**SECOND:** Vice-Chair Joyce Smock

**DISCUSSION:** None

**VOTE:** 6:0

2.3 Member Library List of Services – Owner’s Representative Reimbursement Guidelines Update (Action) - Dr. Matthew Hortt, HPLD Executive Director

HPLD has had guidelines for Member Library reimbursements for owner’s rep fees since September 2019. Recently, Member Libraries questioned the requirement to use the contracted on-call owner’s rep on contract, and last month the Trustees decided that the requirements will stay the same and directed staff to make the policy clearer and bring it back to the board. Dr. Hortt presented the amended guidelines, which can be found [here](#).

**MOTION** to update the policy: Trustee Gerri Holton

**SECOND:** Trustee Deana Lemos-Garcia

**DISCUSSION:** None

**VOTE:** 6:0

2.4 Friends of Raymer MOU/Lease (Action) - Dr. Matthew Hortt, HPLD Executive Director

New Raymer had requested that HPLD install a public computer center (PCC) in an historic mercantile building, and an MOU was prepared by HPLD staff and legal counsel. Later, staff was notified that New Raymer needed a lease, instead of the MOU. Legal Counsel recommended that a gross commercial lease be used, and prepared a lease that mirrors the MOU. The PCC will be reviewed annually for usage numbers, and staff will share that information with the board.

**MOTION** to approve the Raymer MOU and Lease and direct Dr Hortt to sign it: Trustee Gerri Holton

**SECOND:** Trustee Michael Wailes

**DISCUSSION:** None

**VOTE:** 6:0

2.5 Request to Create a Restricted Library Card (Action) - Dr. Matthew Hortt, HPLD Executive Director

Dr. Hortt explained that the District received a request to create a restricted library card that would keep a 16-year-old from checking out graphic novels. The materials management system does not offer that option, and it would take considerable time to build a system that could provide that service. In addition, it would require changing the circulation policy and Board approval. An alternative option was presented to the family for the child’s card to

require the parents' approval in order to check out an item, but they did not agree to it. The District's stance is to encourage and expect families to be involved with their children's library use, and staff's recommendation is to keep the circulation policy as currently written.

**MOTION** to keep the circulation policy as written: Trustee Gerri Holton

**SECOND:** Trustee Deana Lemos-Garcia

**DISCUSSION:** None

**VOTE:** 6:0

- 2.6 Outgoing Trustee Recognition (Information) - Dr. Matthew Hortt, HPLD Executive Director Chair Mary Heberlee, Region 5 Trustee and Board Chair, and Teresa Nuñez, Region 1 Trustee, will both complete their terms on December 31<sup>st</sup>. Dr. Hortt thanked them for their service and presented parting gifts.

**INFORMATION ONLY, NO ACTION TO BE TAKEN**

### 3.0 DIRECTORS REPORT

- 3.1 Review Draft Agenda – Dr. Matthew Hortt, HPLD Executive Director  
a. January 13, 2025 RS

- 3.2 District Updates – Dr. Matthew Hortt, HPLD Executive Director  
December 10<sup>th</sup> is Colorado Gives Day, and Dr. Hortt passed out cards with details. He encouraged everyone to consider giving to the cause of their choice, and recommended the HPLD Foundation.

Farr Regional Library's refresh will start on January 6<sup>th</sup> and may take up to the full month of January to complete. The library will be closed as we know it, but will offer curbside pickup, copying and mobile printing, Book-a-Librarian appointments, and a small collection during that time. The hours for these services will be limited to Monday through Thursday: 9:00am to 5:00pm, Friday and Saturday: 10:00am to 5:00pm, and Sunday: 1:00 to 5:00pm.

The DSS expansion project is still waiting for a legal description of the new drainage pattern in order to get building permits, because there were changes made to the natural drainage during the Hope Springs project.

To follow up on last month's direction from the Board to support the *Special Districts' Grant Accessibility Act*, staff sent correspondence to Senators' Bennet's and Hickenlooper's office, asking them to support the Act.

At the first of the year, staff will send links to Trustees for online board training.

Dr. Hortt reminded the Board of the *Current- and Former-Trustees Get-Together* on Friday evening at 5:30.

A former Trustee, Bob Grand, was always pushing for the District to do better; and from that, Dr. Hortt created a Library Confidence Indicator that was taken from the Consumer Confidence Indicator and rewritten for library use. It asks if the HPLD Libraries have value to them and their community, and more. Over the last few years, the number of responses has grown dramatically, and the ratings, which started strong, have improved. He added that it's good to see the confidence the community has in the District.

#### 4.0 BOARD COMMENTS

- 4.1 Chair Mary Heberlee reported that she is proud of what HPLD has done in literacy and workforce development. She's also pleased that the District has repurposed buildings and expanded services in rural areas, including Kersey, Grover, Briggsdale, and New Raymer.
- 4.2 Vice-Chair Joyce Smock welcomed the new board members and thanked Mary for being a cheerleader for the outside areas and Teresa for her service. She said, "We have hope and people working hard for 2025."
- 4.3 Secretary/Treasurer Nick Nakamura thanked Mary for her service and leadership, and Teresa for her service, and welcomed the new trustees. He commended LINC Innovation Librarians for starting to offer programs in Spanish, and Hudson Public Library for participating in the recent Keenesburg parade.
- 4.4 Other Board Members
- Trustee Deana Lemos-Garcia welcomed the new trustees and thanked Mary and Teresa for their time and legacies, and the paths they've made for the Trustees.
  - Trustee Teresa Nuñez expressed gratitude to all the Trustees. She added that this is a fantastic board with great people. Matt is a great leader who has a wonderful way of handling everything with strong grace. Kim was like a lifeline who took care of her through communications since going remote. She also enjoyed Natalie, who is very smart and made things easy for her to understand when she was on the finance committee. When on the Foundation, it was a pleasure to work with Niamh. She enjoyed working with Mary and appreciated her longevity, along with Joyce's and Gerri's, who both have great insight. She appreciated Barb Wright Wisner and the administrative staff for their help. She also appreciated Legal Counsel Garcia, who, again, made things easy to understand. She closed by saying that this year's newer trustees have been great additions to the board, and Lisa and Jenna will be fantastic.
  - Trustee Gerri Holton welcomed Lisa and Jenna, and thanked Mary and Teresa for their perspectives. She also gave a shoutout to the budget committee and finance staff for their work on the 2025 budget and said, "Well done!"
  - Trustee Michael Wailes welcomed the new board members and added that his first year on the board went fast. He also thanked Mary and Teresa for their service: Mary for her input and leadership, and Teresa for her input.

Chair Heberlee called for a recess at 6:27pm.

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

- 5.1 C.R.S. § 24-6-402(4) (f) Personnel Matters – Matthew Hortt’s Performance Appraisal  
**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)(f), for the sole purpose of discussing personnel matters - Matthew Hortt’s performance appraisal: Vice-Chair Joyce Smock  
**SECOND:** Trustee Deana Lemos-Garcia  
**DISCUSSION:** None  
**VOTE:** 6:0

An executive session meeting of the Board of Trustees of the High Plains Library District was convened at 6:47pm on November 18, 2024 for the sole purpose of discussing personnel matters - Matthew Hortt’s performance appraisal. Attending were Board Trustees Mary Heberlee, Joyce Smock, Deana Lemos-Garcia, Gerri Holton, and Michael Wailes; Legal Counsel William Garcia; and 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 executive session was adjourned at 7:12p.m.

**6.0 RECONVENING OF REGULAR SESSION AT 7:15PM**

- 6.1 Roll Call and Pledge of Allegiance  
All Trustees were Present unless noted:  
Chair Mary Heberlee  
Vice-Chair Joyce Smock  
Secretary/Treasurer Nick Nakamura was excused  
Trustee Deana Lemos-Garcia  
Trustee Teresa Nuñez was excused  
Trustee Gerri Holton  
Trustee Michael Wailes was excused  
Quorum was established.

**7.0 ADJOURNMENT at 7:18PM**

- There being no further business,  
**MOTION** to adjourn the meeting: Vice-Chair Joyce Smock  
**SECOND:** Trustee Gerri Holton  
**DISCUSSION:** None  
**VOTE:** 4:0

Upcoming meetings:

January 13, 2025 at 5:00p.m.: HPLD Board of Directors Meeting - Regular Session  
LINC Library Innovation Center, 501 8<sup>th</sup> Avenue, Greeley, CO 80631

# HIGH PLAINS LIBRARY DISTRICT

## BOARD OF TRUSTEES COMMUNICATION

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Meeting date: January 13th, 2025
Type of item: Action
Subject: Oath of Office & Ethics Policy
Presented by: Dr. Matthew Hortt, HPLD Executive Director
Recommendation: Staff is recommending the Board of take the Oath of Office and sign the Ethics Statement

### ***Background***

In accordance with C.R.S. 24-90-101, et. Seq., the office of Library Board Trustee qualifies as a “civil officer”. Under C.R.S. 32-1-901, civil officers are required that an Oath of Office be taken. This had not been a common practice at HPLD until 2020.

The practice of the HPLD Board has been to review and sign the HPLD Board of Trustees Ethics Statement Annually. The statement was last amended in 2018, and at that time an Ethics Statement was added to the beginning of every board meeting script and read to introduce the meeting.

### ***Considerations***

Oath of Office verbiage:

- I [name], do [select swear, affirm, or swear by the everliving God] that I will support the constitution of the United States, the constitution of the state of Colorado, and the laws of the state of Colorado, and will faithfully perform the duties of the office of High Plains Library District Board of Trustee upon which I am about to enter to the best of my ability.
- The practice of taking of the Oath of Office became an HPLD Practice in 2020
- The taking of the Oath of Office is sign of continued evolution of the District and in support of our efforts to be the Best Library District

The Ethics Statement read at each Board Meeting:

- The High Plains Library District (HPLD) 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.
- The signing of the Ethics Statement has been an HPLD practice and is defined in the bylaws

### ***Recommendation***

Staff is recommending the Board of take the Oath of Office and sign the Ethics Statement





**High Plains Library District  
Board of Trustees  
Oath of Office 2025**

I, [Name], do [select swear, affirm, or swear by the everliving God] that I will support the constitution of the United States, the constitution of the state of Colorado, and the laws of the state of Colorado, and will faithfully perform the duties of the office of High Plains Library District Board of Trustees upon which I am about to enter to the best of my ability.

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

Printed Name: \_\_\_\_\_



## High Plains Library District Board of Trustees Ethics Policy 2025

The High Plains Library District (HPLD) 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.

### **Guiding Principles:**

- ❖ Trustees do not engage in discrimination of any kind including that based on race, class, ethnicity, religion, sexual orientation or gender identity, or belief system.
- ❖ Trustees do not use or attempt to use their position with the HPLD to obtain unwarranted privileges or advantages for themselves or others.
- ❖ Trustees recuse themselves immediately whenever a conflict of interest exists.
- ❖ Trustees protect and uphold library patrons' right to privacy in their use of library resources, while being aware of and in compliance with applicable laws governing freedom of information.
- ❖ Trustees, in fulfilling their responsibilities to uphold the values of the public library, are not swayed by partisan interests, public pressure, or fear of criticism.
- ❖ Trustees must distinguish clearly in their actions and statements between their personal philosophy and attitudes and those of HPLD, acknowledging the formal position of the Board even if they personally disagree.

### **Compliance:**

If any board member appears to be in conflict with the Guiding Principles above, he or she will be asked to meet with the executive committee to discuss the issue. The executive committee will make a recommendation to the full Board based on their findings.

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

Printed Name: \_\_\_\_\_



# HIGH PLAINS LIBRARY DISTRICT

## BOARD OF TRUSTEES COMMUNICATION

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Meeting date: January 13th, 2024
Type of item: Action
Subject: Election of Board Officers
Presented by: Dr. Matthew Hortt, HPLD Executive Director
Recommendation: Staff recommend the Board approve the proposed slate of Officers

### ***Background***

Annually the Board must appoint Board Officers: Chair, Vice-Chair & Secretary/Treasurer. Per Board Direction, staff contacted each trustee and determined their interest in the positions. Staff used this information to prepare the slate of officers.

### ***Slate of Board Officers***

Chair – Nick Nakamura

Vice-Chair – Joyce Smock

Secretary/Treasurer – Deana Lemos-Garcia

### ***Staff Recommendation***

Staff recommend the Board approve the proposed slate of Officers



# HIGH PLAINS LIBRARY DISTRICT

## BOARD OF TRUSTEES COMMUNICATION

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Meeting date: January 13th, 2025
Type of item: Action
Subject: Selection of Board Committees
Presented by: Dr. Matthew Hortt, HPLD Executive Director
Recommendation: Staff recommend the Board discuss the committees and determine and then approve the Committee Assignments

### ***Background***

Annually the Board must set committee assignments for focused work. Here is where the committees stand.

### ***Standing Committees***

Governance Committee: Joyce Smock

Finance Committee: Deana Lemos-Garcia

Foundation Committee:

### ***Ad Hoc Committees***

Construction Project Committees

DSS Archive -

Mead -

Materials Reconsideration Committee:

### ***Staff Recommendation***

Staff recommend the Board discuss the committees and determine and then approve the Committee Assignments



# HIGH PLAINS LIBRARY DISTRICT

## BOARD OF TRUSTEES COMMUNICATION

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Meeting date: January 13th, 2025
Type of item: Action
Subject: Erie Town Center URA
Presented by: Dr. Matthew Hорт, HPLD Executive Director & Julian Jacquin, Economic Development & TOEURA Town of Erie
Recommendation: Staff recommend the Board approve the Erie Town Center Urban Renewal Area Proposal as well as the TIF Agreement, directing the Executive Director to sign the TIF Agreement

### ***Background***

In December 2024, the Town of Erie contacted HPLD regarding the Town Center Urban Renewal Area Proposal to the HPLD Board. Staff met with the Town of Erie & URA Staff to discuss the URA. The Town & URA Staff prepared a draft TIF Agreement modeled after the I-25 Erie Gateway URA TIF Agreement that the Board approved in 2024.

### ***Considerations***

- Proposed URA is located off Erie Parkway and E. County Line Road just south of the Erie Community Library.
- The parcel contains approximately 20.32 acres. The area is classified by the Weld County Assessor as Agricultural Land and currently owned by the Town of Erie
- Based on an independent consultant, the land in the URA meets the statutory definition of “blighted area” as defined in the Urban Renewal Law & Act
- The ask from the Town of Erie is that the District enter into a revenue sharing agreement with the Town for the defined Urban Renewal Area. As proposed, the District would share 100% of the tax revenue in the URA for the 25-year term. The shared revenue would be used for Tax Incremental Financing (TIF) to help develop the URA area, increasing the taxable value of the property over time and resulting in an increased tax value for the District after the 25-year term.
- Based on the 25-year property tax projections for the URA, the District would be sharing \$692,000 in tax revenue
- TIF Proposal:
  - 25-year term
  - HPLD will share 100% of the tax revenue in the defined URA Area
  - TIF Revenue Cap of \$700,000

### ***Staff Recommendation***

Staff recommend the Board approve the Erie Town Center Urban Renewal Area Proposal as well as the TIF Agreement, directing the Executive Director to sign the TIF Agreement



Tax Increment Revenue Agreement  
(The High Plains Library District)  
(Erie Town Center Urban Renewal Plan)

This Tax Increment Revenue Agreement (the "**Agreement**") is entered into as of [\_\_\_\_\_], 2025 (the "**Effective Date**") by and between the Town of Erie Urban Renewal Authority, a body corporate and politic of the State of Colorado (the "**Authority**"), whose address is 645 Holbrook Street, Erie, CO 80516, and the High Plains Library District, ("**District**"), whose address is \_\_\_\_\_. The Authority and the District are referred to herein individually as a "**Party**" and collectively as the "**Parties.**"

Recitals

The following recitals are incorporated in and made a part of this Agreement, as noted in Section 1 herein. Capitalized terms used herein and not otherwise defined are defined in Section 2 herein.

A. Redevelopment. The Parties understand that the real property described in Exhibit A (the "**Property**") lying within the corporate limits of the Town of Erie (the "**Town**"), is proposed to be within the area of the Erie Town Center Urban Renewal Plan (the "**Plan**"), to be redeveloped by one or more developers and/or property owner(s) as a mixed-use development(s) that will eliminate existing blighted conditions which constitute threats to the health, safety and welfare of the community and barriers to development.

B. Urban Renewal and Tax Increment Financing. To accomplish the redevelopment and to provide certain required improvements, the Authority has recommended that the Property be included within the Erie Town Center Urban Renewal Plan, which Plan will authorize the utilization of tax increment financing in accordance with the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the "**Act**"), to pay Eligible Costs of the Improvements. The Plan that includes the Property has been provided to the District under separate cover. The final version of the Plan as approved by the Town Council of the Town shall be the "Plan" for purposes of this Agreement. The Parties hereto hereby approve the Plan in all respects, including any and all amendments thereto.

C. Nature of Urban Renewal Project and Purpose of Agreement. The proposed Urban Renewal Project consists of designing, developing and constructing the Improvements (which includes paying the Eligible Costs of public improvements) necessary to serve the proposed Urban Renewal Area and, in compliance with § 31-25-107(4)(g) of the Act, the Plan affords maximum opportunity, consistent with the sound needs of the Town as a whole, for the rehabilitation or redevelopment of the Urban Renewal Area by private enterprise. Approval of the Plan is subject to the Act, including requirements imposed by HB 15-1348, as amended to date (the "**Amended 1348 Requirements**") for new urban renewal plans adopted after January 1, 2016.

D. Taxing Entities. The District levies ad valorem property taxes on the Property included within the proposed Urban Renewal Area.

E. Equitable Deal Structure. The District and the Authority, along with other taxing districts, have undertaken to prepare an equitable deal structure including a significant contribution of incremental property tax revenues from certain applicable taxing districts.

F. Colorado Urban Renewal Law. In accordance with the Act as amended to the date of this Agreement (including the Amended 1348 Requirements), the Parties desire to enter into this Agreement to facilitate adoption of the Plan and redevelopment of the proposed Urban Renewal Area described therein. The Agreement addresses, among other things, the estimated impacts of the Plan on the District services associated solely with the Plan.

### Agreement

Now, Therefore, in consideration of the covenants, promises and agreements of each of the Parties hereto, to be kept and performed by each of them, it is agreed by and between the Parties hereto as set forth herein.

1. Incorporation of Recitals. The foregoing recitals are incorporated into and made a part of this Agreement.

2. Definitions. As used in this Agreement:

2.1 "**Act**" means the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S.

2.2 "**Agreement**" means this Agreement, as it may be amended or supplemented in writing. References to sections or exhibits are to this Agreement unless otherwise qualified.

2.3 "**Agricultural Land**" has the meaning set forth in Section 6 hereof.

2.4 "**Authority**" means the Town of Erie Urban Renewal Authority, a body corporate and politic of the State of Colorado.

2.5 "**Bonded Indebtedness Mills Levy**" means that portion of the District mill levy pledged to bonded indebtedness of the District, which is .019 mills as of the date of this Agreement.

2.6 "**Bonds**" shall have the same meaning as defined in §31-25-103 of the Act.

2.7 "**District**" means the High Plains Library District, a library district organized under the Colorado Revised Statutes.



2.8 "**District Increment**" means the portion of Property Tax Increment Revenues generated by the District mill levy, received by the Authority from the Boulder County Treasurer, including both the Bonded Indebtedness Mill Levy and the General Operations Mill Levy.

2.9 "**Duration**" means the 25-year period that the tax increment or tax allocation provisions will be in effect as specified in § 31-25-107(9)(a) of the Act, the Plan, and the Impact Report. Pursuant to the Act, the base year for calculating Property Tax Increment Revenues is 2025. The last year the assessment roll will be divided for purposes of TIF is 2050, and the last year the Authority is eligible to receive Property Tax Increment Revenues from the Plan area is 2051.

2.10 "**Eligible Costs**" means those costs eligible to be paid or reimbursed from the Property Tax Increment Revenues pursuant to the Act.

2.11 "**General Operations Mills Levy**" means that portion of the District mill levy pledged to general operations of the District, which is 3.177 mills as of the date of this Agreement.

2.12 "**Impact Report**" means the impact report dated as of November 24, 2024, and prepared by Pioneer Development Company analyzing and projecting the financial burdens and benefits of the Urban Renewal Project pursuant to §31-25-107(3.5) of the Act.

2.13 "**Improvements**" means the public improvements and private improvements to be constructed on the Property pursuant to the Plan.

2.14 "**Party**" or "**Parties**" means the Authority and the District, or each and their lawful successors and assigns.

2.15 "**Plan**" means the urban renewal plan defined in Recital B above.

2.16 "**Project**" shall have the same meaning as Urban Renewal Project.

2.17 "**Property Tax Increment Revenues**" means the incremental property tax revenues derived from ad valorem property tax levies described in § 31-25-107(9)(a)(II) of the Act allocated to the Special Fund for the Urban Renewal Project. Provided however, any property tax increment generated by new oil and gas well sites developed within the boundaries of the Project after the adoption of the Plan will not be included or otherwise captured as increment and will instead be subject to all taxes levied by taxing districts at the then current mill levy.

2.18 "**Special Fund**" means that certain special fund of the Authority into which Property Tax Increment Revenues shall be allocated to and paid into, as more particularly described in the Act.

2.19 "**TIF**" means the property tax increment portion of the property tax assessment roll described in § 31-25-107(9)(a)(II) of the Act. 2.20 "**Town**" means the Town of Erie, Colorado.

2.21 "**Urban Renewal Area**" means the area included in the boundaries of the Plan.

2.22 "**Urban Renewal Project**" means all undertakings and activities, or any combination thereof, required to carry out the Plan pursuant to the Act.

3. Impact Report. The Parties acknowledge receipt of, and the opportunity to review, the Impact Report, submitted in accordance with C.R.S. §31-25-107(3.5)(a). The Impact Report describes the benefits and burdens of the Plan. Having received the Impact Report prior to the commencement of negotiations for the purposes of entering into this Agreement, the District hereby waives any other statutory requirements related to receipt of the Impact Report.

4. Authority Administrative Fee. An administrative fee equal to one percent (1%) of the District Increment as determined on an annual basis shall be retained by the Authority ("**Administrative Fee**"). Notwithstanding anything to the contrary set forth in this Agreement or in the Urban Renewal Plan, the Authority shall be entitled to retain the Administrative Fee to pay the reasonable and customary administrative costs of the Authority incurred in connection with the Authority's obligations under this agreement, including, without limitation the collection, enforcement, disbursement, and administrative fees and costs related to the District Increment and the Urban Renewal Plan Area. The Administrative Fee shall be deducted annually from the District Increment received.

5. Property Tax Increment Revenues. In compliance with the requirements of the Act, including the Amended 1348 Requirements, the Parties have negotiated and agreed to the sharing of District Increment Revenues as set forth herein.

5.1 District Increment Revenues Derived from the General Operations Mill Levy. The District and the Authority agree that the Authority shall retain and expend in furtherance of the Urban Renewal Project 100% of the District Increment Revenues Derived from the General Operations Mill Levy, commencing on the date of approval by the Town of the Plan, and ending upon the earlier of: 1) the occurrence of the Duration; 2) the payment in full of all bonds, loans, advances, and indebtedness, if any, incurred by the Authority to pay for the Improvements, including interest thereon and any premiums due in connection therewith in accordance with § 31-25-107(9)(a)(II) of the Act; or (3) the receipt by the Authority of a total amount of Seven Hundred Thousand Dollars (\$700,000.00) generated by the District Increment Revenues Derived from the General Operations Mill Levy.

5.2 District Increment Revenues Derived from the Bonded Indebtedness Mill Levy. The District and the Authority agree that the District shall retain and expend 100% of the District Increment Revenues Derived from the Bonded Indebtedness Mill Levy. All of the District Increment Revenues Derived from the Bonded Indebtedness Mill Levy shall be transferred to the District within thirty (30) days of receipt by the Authority.

6. Agricultural Land. The Urban Renewal Area will include property that has been classified within the previous five years as agricultural land by the Boulder County Assessor ("**Agricultural Land**") for the purposes of levying ad valorem property taxes. The Act requires that such Agricultural Land included within an urban renewal plan area shall be valued at fair market value for purposes of establishing the base and calculating the increment. Accordingly, as demonstrated in the Impact Report for the Plan previously submitted to the District, among others, the Agricultural Land base value has been established at fair market rates. In addition, the District specifically and irrevocably consents to the inclusion of such Agricultural Land in the Plan pursuant to §31-25-107(1)(c)(II)(D) of the Act

7. Waiver. The District acknowledges and agrees that the execution of this Agreement satisfies the requirements of the Act regarding all applicable Amended 1348 Requirements for the adoption of the Plan, TIF financing in accordance with the Plan, and notices related thereto, except those that may apply to future modifications of the Plan as required by Sections 31-25-107(3.5) and (7) of the Act. Subject to such right to receive notice of any proposed future modification of the Plan, the District hereby waives any provision of the Act that provides for notice to, requires any filing with or by, requires or permits consent from, or provides any enforcement right to the District. The District agrees that it has already received information equivalent to the information otherwise required to be provided to it by Section 31-25-107(3.5) of the Act in the form of the Impact Report, and therefore hereby deem that requirement satisfied.

8. Limitation of Agreement. This Agreement applies only to the District Increment, as calculated, produced, collected and paid to the Authority from the Urban Renewal Area by the Boulder County Treasurer in accordance with §31-25-107(9)(a)(II) of the Act and the rules and regulations of the Property Tax Administrator of the State of Colorado, and does not include any other revenues of the District, Town or the Authority.

9. Miscellaneous.

9.1 Delays. Any delays in or failure of performance by any Party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God; fires; floods; earthquake; abnormal weather; strikes; labor disputes; accidents; regulation or order of civil or military authorities; shortages of labor or materials; or other causes, similar or dissimilar, including economic downturns, which are beyond the control of such Party. Notwithstanding the foregoing, where any of the above events shall occur which temporarily interrupt

the ability of a Party to abide by its obligations as provided in this Agreement, as soon as the event causing such interruption shall no longer prevail, the applicable Party shall fulfill all of its obligations as soon as reasonably practicable.

9.2 Termination and Subsequent Legislation or Litigation. In the event of termination of the Plan, including its TIF financing component, the Authority may terminate this Agreement by delivering written notice to the District. The Parties further agree that in the event legislation is adopted or a decision by a court of competent jurisdiction is rendered after the effective date of this Agreement that invalidates or materially effects any provisions hereof, the Parties will in good faith negotiate for an amendment to this Agreement that most fully implements the original intent, purpose and provisions of this Agreement, but does not impair any otherwise valid contracts in effect at such time.

9.3 Entire Agreement. This instrument embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the Parties hereto. No modification to this Agreement shall be valid unless agreed to in writing by the Parties.

9.4 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their successors in interest.

9.5 No Third-Party Enforcement. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned Parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned Parties that any person or entity other than the undersigned Parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

9.6 No Waiver of Immunities. Nothing in this Agreement shall be construed as a waiver of the rights and privileges of the Parties pursuant to the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as the same may be amended from time to time. No portion of this Agreement shall be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this agreement.

9.7 Amendment. This Agreement may be amended only by an instrument in writing signed by the Parties.

9.8 Parties not Partners. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the Parties shall

not be deemed to be partners or joint venturers, and no Party shall be responsible for any debt or liability of any other Party.

9.9 Interpretation. All references herein to Bonds shall be interpreted to include the incurrence of debt by the Authority in any form consistent with the definition of "Bonds" in the Act, including payment of Eligible Costs or any other lawful financing obligation.

9.10 Incorporation of Recitals and Exhibits. The provisions of the Recitals and the Exhibits attached to this Agreement are incorporated in and made a part of this Agreement.

9.11 No Assignment. No Party may assign any of its rights or obligations under this Agreement. Any attempted assignment in violation of this provision shall be null and void and of no force and effect.

9.12 Section Captions. The captions of the sections are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

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

9.14 Electronic Transactions. The Parties agree that any individual or individuals who are authorized to execute this Agreement on behalf of the Authority or the District are hereby authorized to execute this Agreement electronically via facsimile or email signature. This agreement by the Parties to use electronic signatures is made pursuant to Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act. Any electronic signature so affixed to this Agreement shall carry the full legal force and effect of any original, handwritten signature. The Parties hereto agree that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law.

9.15 Governing Law. This Agreement and the provisions hereof shall be governed by and construed in accordance with the laws of the State of Colorado.

9.16 No Presumption. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to

any presumption or other rule of construction against the Party causing the Agreement to be drafted.

9.17 Notices. Any notice required by this Agreement shall be in writing. All notices, demands, requests and other communications required or permitted hereunder shall be in writing, and shall be: (a) personally delivered with a written receipt of delivery; (b) sent by a nationally-recognized overnight delivery service requiring a written acknowledgement of receipt or providing a certification of delivery or attempted delivery; (c) sent by certified or registered mail, return receipt requested; or (d) sent by confirmed facsimile transmission or electronic delivery with an original copy thereof transmitted to the recipient by one of the means described in subsections (a) through (c) no later than five business days thereafter. All notices shall be deemed effective when actually delivered as documented in a delivery receipt; provided, however, that if the notice was sent by overnight courier or mail as aforesaid and is affirmatively refused or cannot be delivered during customary business hours by reason of the absence of a signatory to acknowledge receipt, or by reason of a change of address with respect to which the addressor did not have either knowledge or written notice delivered in accordance with this paragraph, then the first attempted delivery shall be deemed to constitute delivery. Each Party shall be entitled to change its address for notices from time to time by delivering to the other Party notice thereof in the manner herein provided for the delivery of notices. All notices shall be sent to the addressee at its address set forth in the Preamble to this Agreement.

9.18 Days. If the day for any performance or event provided for herein is a Saturday, a Sunday, a day on which national banks are not open for the regular transactions of business, or a legal holiday pursuant to C.R.S. § 24-11-101(1), such day shall be extended until the next day on which such banks and state offices are open for the transaction of business.

9.19 Precedent. The Parties agree that this Agreement is entered into for the specific Plan described herein. All other future urban renewal projects will be evaluated on their specific attributes and merits and agreements for those projects may include additional or different terms from this Agreement. This Agreement is not deemed to set precedent for such future agreements.

9.20 Severability. If any provision of this Agreement is found to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

9.21 Authority. The persons executing this Agreement on behalf of the Parties covenant and warrant that each is fully authorized to execute this Agreement on behalf of such Party. The Parties further covenant and warrant that they are authorized to enter into this Agreement pursuant to law, including, without limitation, C.R.S. § 31-25-107(9.5).

[Remainder of page intentionally left blank]

In Witness Whereof, the Authority and the District have caused their duly authorized officials to execute this Agreement effective as of the Effective Date.

The High Plains Library District

Attest: \_\_\_\_\_ By: \_\_\_\_\_  
By: \_\_\_\_\_ Title: \_\_\_\_\_

Town of Erie Urban Renewal Authority, a  
body corporate and politic of the State  
of Colorado

Attest: \_\_\_\_\_ By: \_\_\_\_\_  
By: \_\_\_\_\_ Title: \_\_\_\_\_



## **Exhibit A**

### The Property

#### Legal Description:

Tract A, Ranchwood Minor Subdivision. Located in the East Half of the Northeast Quarter of Section 24, Township 1 North, Range 69 West of the 6<sup>th</sup> Principal Meridian, Town of Erie, County of Boulder, State of Colorado.

#### FOR INFORMATIONAL PURPOSES ONLY:

Boulder County Assessor Parcel No. R0511537 / 146524110001





Malcolm Fleming  
Town Manager  
Town of Erie  
645 Holbrook St.  
Erie, CO 80516

December 5, 2024

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

**RE: Erie Town Center Urban Renewal Conditions Survey**

Dear Matt,

The Town of Erie Urban Renewal Authority (TOEURA) has begun the process to consider creating a new Urban Renewal Plan area (URA) for a portion of the Erie Town Center project area and is now conducting a conditions survey in the area shown on the attached map for possible inclusion. Our records show that the one property located within this survey boundary is also within a tax area where your district's incremental property tax revenues, if any, would be allocated under the proposed urban renewal plan if blighted conditions as described below are determined to exist.

The purpose of the conditions survey is to determine whether the area qualifies for inclusion in an urban renewal plan area under Colorado's Revised Statutes 31-25-101 to 116. If the area exhibits four or more statutorily defined blighting factors (see C.R.S. 31-25-103) then it is eligible for Urban Renewal treatment. Inclusion in a new URA provides a public financing mechanism to eliminate and prevent conditions of blight, address historic coal mining/undermining, extend infrastructure services, attract private investment, and support the development of this primary focus area in Erie. We believe this development will produce significant benefits for the entire region, including a new small-format grocer and retail/restaurant space, employment opportunities, and new affordable housing.

As one of the taxing entities within this potential plan area, you are a vital partner in this urban renewal process. Depending on the preliminary determination of the conditions survey, the Town and TOEURA would like to meet with you and/or your designated representatives to discuss the potential incremental real property tax revenues to be generated in this area, any impact you think this development may have on your taxing district, any increase in service your entity might have to provide as a result of the new development, and any future tax increment financing (TIF) revenue that could be shared between the URA and your taxing district, pursuant to C.R.S. § 31-25-107(9.5)(a). Ultimately the Town/URA asks to have an Intergovernmental Agreement (IGA) negotiated and executed with your governing board establishing any TIF revenue sharing before the April 1, 2025, deadline.

Please also consider this correspondence to be the notice in accordance with C.R.S. § 31-25-107(9.5)(c) of the commencement of the one hundred twenty (120) day period for the Authority to work with you on an agreement with respect to tax revenue sharing for the proposed urban renewal plan.

Our current action schedule establishes our target dates to complete negotiations with each taxing district by April, publish notice (April), hold public hearing (May) and ask the Town Council to consider adoption of this new Erie Town Center Plan Area (May). On December 10, the Town's hired consultant will present draft copies of a Conditions Survey, Plan Document and Impact Report to the Town's URA Board of Commissioners, which includes the full Erie Town Council and representatives of Weld County (representing counties—Boulder and Weld—on the TOEURA), St. Vrain Valley School District, and the remaining special districts (represented by an appointee from the 232 Metropolitan District). At that meeting, Town staff will be requesting TOEURA's support for the overall strategy and direction of moving forward with this new Erie Town Center Plan Area. Please consider attending or have a representative attend this meeting (beginning at 6:30 PM, virtually via Zoom) to listen and contribute during public participation.

If you have any questions or a need for additional information, please contact Julian Jacquin, Director of Economic Development and TOEURA at (303) 926-2769 or [jjacquin@erieco.gov](mailto:jjacquin@erieco.gov). You may also learn more about Erie Town Center at <https://www.erieco.gov/1428/Town-Center>. We thank you for participating in this process and look forward to working with you to help activate this primary focus area in Erie, which will also generate many benefits for Erie, for your jurisdiction, and the surrounding region.

Sincerely,



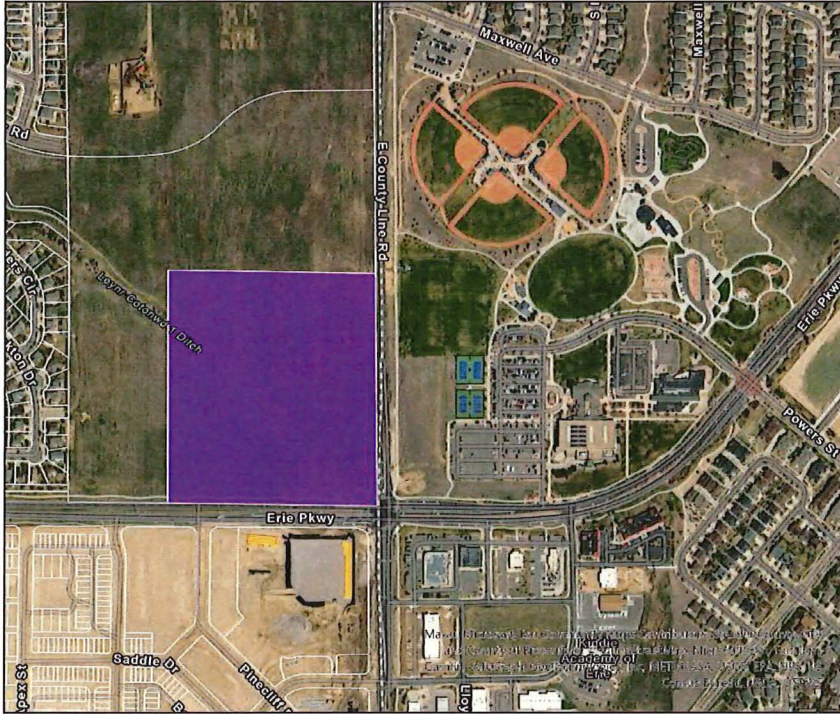
Malcolm Fleming  
Town Manager/TOEURA Executive Director

*[This notice is required by C.R.S. § 31-25-107(9.5) and is to be mailed to all taxing entities within the study area.]*



# Potential Erie Town Center Urban Renewal Plan

## Erie Town Center Urban Renewal Plan Area



■ Erie Town Center Plan  
■ Boulder County Parcels



0 500 1,000 2,000 Feet





Erie Town Center  
Urban Renewal Plan  
November 25<sup>th</sup>, 2024



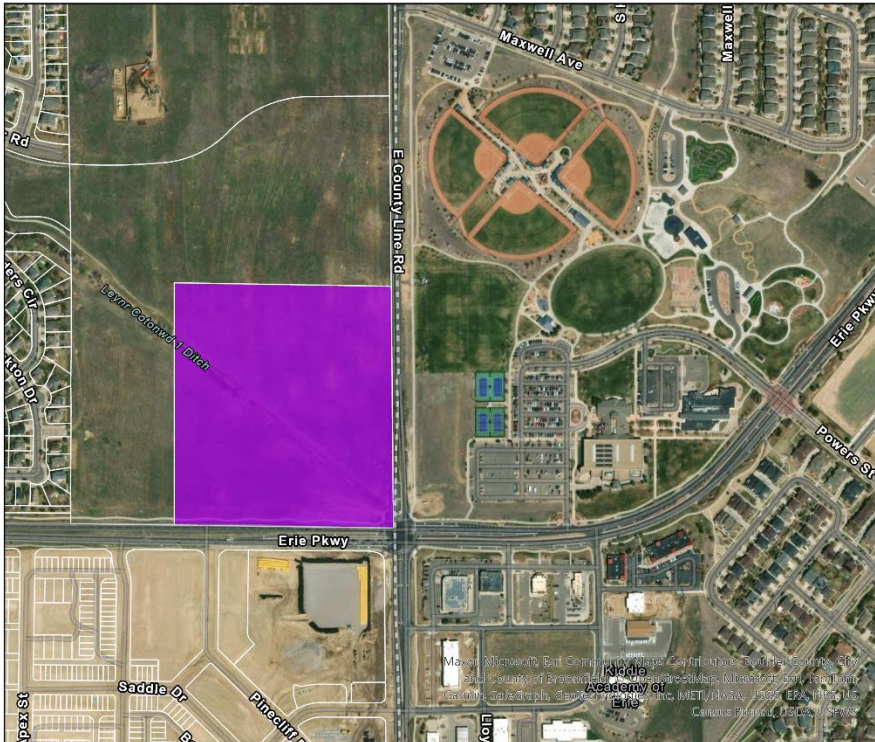
Prepared by:

TOEURA

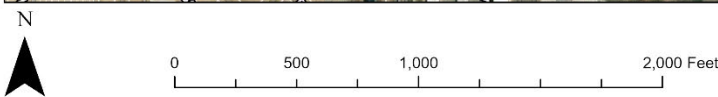
Town of Erie

Economic Development Department

# Erie Town Center Urban Renewal Plan Area



■ Erie Town Center Plan  
 Boulder County Parcels



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## **Definitions**

**The Terms used in this Urban Renewal Plan shall have the following meanings:**

**Act** means the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, of the Colorado Revised Statutes.

**Area** or **Urban Renewal Area** means the area of the Town included within the boundaries of this Urban Renewal Plan as depicted in Exhibit A and described in Exhibit B.

**Authority** means the Urban Renewal Authority of the Town of Erie, Colorado (TOEURA).

**Town** means the Town of Erie, Colorado.

**Planning Division** means the Planning Department at the Town of Erie, Colorado.

**Comprehensive Plan** means the Town of Erie Comprehensive Plan revised 2024.

**County** means Boulder County, Colorado.

**Plan or Urban Renewal Plan** means this urban renewal plan as it may be amended in the future.

**Project or Urban Renewal Project** means all activities and undertakings described in this Plan.

**TIF** means Tax Increment Financing.

## I. Introduction

The purpose of this Plan is to implement those provisions of the Town of Erie’s Comprehensive Plan that apply to the Urban Renewal Area. The provisions of this Plan are intended to help to help eliminate and prevent conditions of blight by providing important services to the Area, attracting private investment, utilizing underdeveloped land, and leveraging public investment and funding mechanisms to promote redevelopment and rehabilitation of the area by private enterprise, and, where necessary, provide necessary public infrastructure to serve the Area.

This Urban Renewal Plan has been proposed for consideration by the Town Board of the Town pursuant to the provisions of the Act. The administration of the Project and the implementation of the Plan shall be the responsibility of the Authority.

## II. Urban Renewal Area Boundary

An urban renewal plan area has been created that includes property within the Town of Erie’s municipal limits. The plan includes one parcel with an approximate area of 20.3 acres. At the time of this Plan’s adoption, the subject parcel is owned by the Town of Erie and is assessed by the Boulder County Assessor as Tax Exempt. A map of the Plan Area and its specific legal description have been included as Exhibit A and Exhibit B.

## III. Summary of Statutory Criteria

The Authority commissioned a Conditions Survey to evaluate blighted area factors present within the Plan’s boundaries. Relevant conditions were researched, documented, photographed, and compared with the blight factors pursuant to the Act. The result of the survey is included in a document entitled "Erie Town Center Conditions Survey" (the Conditions Survey) dated November 5<sup>th</sup>, 2024, consisting of 24 pages, related exhibits, a description of existing conditions, and numerous photographs. The Conditions Survey is incorporated herein in its entirety by this reference.

The Conditions Survey shows that the following factors listed in the Act are present in the Area and that these conditions qualify the Area as a "blighted area" as defined in the Act:

<b>Conditions Survey – Blighting Factors Catalogued</b>	
<b>Blighted Area Factor # (C.R.S. 31-25-103.2 List Label)</b>	<b>Definition</b>
<b>Factor 2 (b)</b>	Predominance of Defective or Inadequate Street Layout
<b>Factor 3 (c)</b>	Faulty Lot Layout in Relation to Size, Adequacy, Accessibility, or Usefulness
<b>Factor 4 (d)</b>	Unsanitary or Unsafe Conditions
<b>Factor 6 (f)</b>	Unusual Topography or Inadequate Public Improvements or Utilities
<b>Factor 10 (j)</b>	Environmental Contamination
<b>Factor 11 (k.5)</b>	The Existence of Health, Safety, or Welfare Factors Requiring High Levels of Municipal Services or Substantial Physical Underutilization or Vacancy of Sites, Buildings, or Other Improvements

#### IV. Description of Urban Renewal Project

This Plan will be implemented as part of a comprehensive program to eliminate and prevent blight in the Urban Renewal Area. The Authority and the Town, with the cooperation of private enterprise and other public bodies, will undertake a program to eliminate the conditions of blight identified in the Conditions Survey while supporting the Comprehensive Plan. Although there are other adopted Plan's both locally and regionally not listed, the Goals and Policies of these plan's are assumed to be subsumed under the Comprehensive Plan.

**A. Urban Renewal Plan Goals and the Plan's Relationship to Local and Regional Objectives**

1. **Goals of the Plan** – This Plan has been adopted to achieve the following goals in the Area:

- a) To eliminate and prevent conditions of blight within the Plan Area
- b) To encourage renewal throughout the Plan area by attracting additional investment and redevelopment within the project boundary.
- c) To leverage Tax Increment Financing to assist with the funding of Infrastructure that will help advance the remediation and redevelopment goals of the Plan area.
- d) To leverage Tax Increment Financing to assist with the remediation of the undermining and other blighting factor present within the Plan area.
- e) To incentivize and invest in catalytic developments to remediate blighting conditions and spur additional community minded development throughout the Plan area.
- f) To facilitate redevelopment that creates a destination for the Town of Erie and surrounding communities, that is defined by walkability, a sense of place, commercial amenities, civic spaces, and entertainment options.
- g) To generate a diverse mix of development that is also low impact on the environment.
- h) To encourage redevelopment within the subject area that aligns with the Community's desires for new development as indicated by the Town's future land use designations, zoning districts, Planned Development Districts and the Town Center Master Plan.
- i) To leverage Tax Increment Financing to help attract new commercial and residential investments within the Plan area that will alleviate blighting conditions.
- j) To leverage Tax Increment Financing to attract retail development that will assist the Town in its goal to mitigate retail leakage.
- k) To improve the streetscapes in ways that promotes on-street bike and pedestrian travel while also enhancing lighting, sidewalks, pedestrian safety, parking, signage, landscaping, bike racks and bus shelters.
- l) To invest in cultural and community spaces and facilitate a legacy development for the Erie Community.

## **2. Relationship to Comprehensive Plan**

The Plan conforms with and is designed to help implement the Vision, Goals, and Policies detailed in the Town of Erie's Comprehensive Plan, revised and adopted 2024. In particular, the Plan will facilitate development that abides by the Comprehensive Plan's Vision Statement, Key Principle, and Core Values:

**Vision:** Erie is a sustainable, livable, and connected community that creates positive, memorable, and lasting impressions for its residents and visitors. The Town is committed to collaboratively managing our diverse natural, cultural, fiscal, social, and capital resources.

**Key Principle:** Embracing and celebrating our differences, the Town recognizes the power of open dialogue in addressing challenging topics and making informed decisions that create an equitable community. Erie is committed to the creation of space, accessibility, and opportunity that leads to equal human experiences.

**Core Values:** Core Values are the root beliefs that guide Erie when making decisions, solving problems, and navigating challenges and opportunities. Sustainability, livability, and connectivity are woven into the Plan's policies.

- **Sustainability: Erie is Resilient and Adaptable**
- **Livability: Erie is tailored to the community's needs.**
- **Connectivity: Erie is connected physically and socially.**

**The Erie Town Center Urban Renewal Plan will also advance the Comprehensive Plan's Future Land Use Plan, Goals and Policies:**

a) **The Plan will advance the following *Community Building Blocks*' Goals and Policies:**

(1) The Plan will facilitate development that accomplishes the Community Building Block's Goals for Neighborhoods, Destinations, Public Realm, Rural Character, and Growth Management – The Plan intends to remove conditions arresting sound development within a planned development area. The proposed development includes a mix of uses, blended residential and commercial development to be compatible with surrounding development. The Plan will also remediate blighted area factors and help advance plans for public spaces. The Plan will spur development in an area designated by the town for future development.

(a) *See Town of Erie Comprehensive Plan, Page 32.*

(2) The Plan will remediate conditions arresting sound development with an Area of Special Consideration – The Plan will alleviate conditions arresting sound development and incentivize private investment to attract higher quality development to the Erie Town Center Area. This area is highlighted by the Comprehensive Plan as an area to “Establish Erie Town Center as a Walkable, Mixed-Use Neighborhood that Serves as a Commercial and Entertainment Hub” (C.2.2.). The Plan will advance development that meets this goal and associated policies.

(a) *See Town of Erie Comprehensive Plan, Page 42.*

(3) The Plan will help Promote Sustainable Development Pattern– The Plan will remediate blighting conditions and attract new investment that will reverse retail leakage and help anchor the Town of Erie's Town Center. This Plan is required to align with the Comprehensive Plan Vision, thereby meeting this goal and its associated policies.

(a) *See Town of Erie Comprehensive Plan, Page 45.*

b) **The Plan will advance the following *Public Facilities, Services, and Infrastructure* Goals and Policies:**

(1) The Plan will provide efficient and reliable utility: The Plan will remediate conditions such as inadequate public infrastructure within its boundaries by incentivizing new development that can provide this public infrastructure. This strategy aligns with the Comprehensive Plans P1.1 policy to continually plan for utility infrastructure needs, including short and long-term financial and sustainability planning.

(a) *See Town of Erie Comprehensive Plan, Page 48.*

c) **The Plan will advance the following *Natural Resources, Conservation, and Resilience* Goals and Policies:**

(1) The Plan will promote Brownfield Remediation of Vacant or Underutilized Industrial/Commercial Properties: Although the Plan area is not considered a Brownfield per EPA standards, the site does exhibit vacancy and underutilization largely because of historic undermining. This is an environmental concern, and the Plan will help remediate these conditions to ensure future development is environmentally safe. See Policy N.1.4.

(a) *See Town of Erie Comprehensive Plan, Page 56*

(2) The Plan will remediate conditions arresting sound development with an Area of Special Consideration – The Plan will alleviate conditions arresting sound development and incentivize private investment to attract higher quality development to the Erie Town Center Area. This area is highlighted by the Comprehensive Plan as an area to “Establish Erie Town Center as a Walkable, Mixed-Use Neighborhood that Serves as a Commercial and Entertainment Hub” (C.2.2.). The Plan will advance development that meets this goal and associated policies.

(a) *See Town of Erie Comprehensive Plan, Page 42.*

(3) The Plan will help Promote Sustainable Development Pattern– The Plan will remediate blighting conditions and attract new investment that will reverse retail leakage and help anchor the Town of Erie's Town Center. This Plan is required to align with the Comprehensive Plan Vision, thereby meeting this goal and its associated policies.

(a) *See Town of Erie Comprehensive Plan, Page 45.*

d) **The Plan will advance the following *Livability and Social Health* Goals and Policies:**

(1) The Plan will facilitate development that will better connect the community through a network of public and private parks, open space, greenways, and trails: The Plan is designed to facilitate development that will introduce a mixed-use concept that includes public spaces and pedestrian connectivity. Due to the Plan's location, these pedestrian facilities will be designed to connect with the existing pedestrian facilities within and throughout the surrounding neighborhoods. See Policy L.1.2.

(a) See Town of Erie Comprehensive Plan, Page 62

(2) The Plan represents a partnership with Education, Health and Safety taxing entities that collectively are remediating this property to facilitate community minded development. The Plan will alleviate conditions arresting sound development and incentivize private investment to attract higher quality development to the Erie Town Center Area. This effort requires Tax Increment Financing that must be collectively negotiated between impacted taxing entities, such as those outlined in this Comprehensive Plan chapter. See Goal L2 and its associated policies.

(a) See Town of Erie Comprehensive Plan, Page 64

e) **The Plan will advance the following *Housing* Goals and Policies:**

(1) The Plan will facilitate development that increases the diversity of housing types: The Plan is designed to facilitate development that will attract multi-family development within Erie's Town Center, helping to add rental product to the existing housing stock that is higher density. See Policy H.1.1 and H.3.1.

(a) See Town of Erie Comprehensive Plan, Page 70

f) **The Plan will advance the following *Economic Vitality* Goals and Policies:**

(1) The Plan will promote economic development incentives in response to market challenges and opportunities by remediating blighting conditions through tax increment financing: The Plan specifically aligns with Policy E.1.1. in that it will "promote existing incentives like Town of Erie Urban Renewal Authority (TOEURA) and Tax Increment Financing (TIF)".

(a) See Town of Erie Comprehensive Plan, Page 76

(2) The Plan will encourage infill development and adaptive reuse of existing properties. The Plan will advance the Erie Town Center Master Plan and PD and remediate a vacant and underutilized commercial property surrounded by development. See Policy E.1.2 and its associated policies.

(a) See Town of Erie Comprehensive Plan, Page 76

(3) The Plan will proactively facilitate development through acquisition, visioning, and public private partnerships. The Plan represents the P3 stage of this goal and policy. The Town has already acquired the property and completed community engagement and planning via Planned Development Districts and Master Plans. The Plan essentially fulfill this Goal and Policy. See E.1.3.

(a) See Town of Erie Comprehensive Plan, Page 76

(4) The Plan will promote mixed-use neighborhoods and diverse housing opportunities near employment. The Plan will remediate conditions arresting the development of a mixed-use development that provides higher-density housing near commercial businesses. See Policy E.2.1

(a) See Town of Erie Comprehensive Plan, Page 76

g) **The Plan will advance the following *Transportation and Mobility* Goals and Policies:**

(1) The Plan will promote multimodal transportation options throughout its area: See Goal T1 and its associated policies.

(a) See Town of Erie Comprehensive Plan, Page 84

## **B. Land Use Regulations and Building Requirements**

The Plan will provide a comprehensive and unified plan to promote and encourage high quality development and redevelopment of the Area by cooperative efforts of private enterprise and public bodies. Notwithstanding anything in the Plan to the contrary, the development and use of the property within the Urban Renewal Area described in the Plan including, without limitation, land area, land use, design building requirements, timing or procedures applicable to the property, shall be subject to the Town of Erie's Municipal Code, Unified Development Code and secondary codes therein adopted by reference, and other applicable standards and regulations of the Town of Erie ("Town Regulations"). Permitted uses for properties in the Urban Renewal Area shall be those uses allowed in the Town of Erie Municipal Code and Unified Development Code.



## V. Project Activities

The following provisions shall apply to the Area. In accordance with the Act, the Authority may undertake these activities directly or, to the extent authorized by applicable law, contract with third parties to do so:

### A. Land Acquisition

To carry out this Plan, the Authority may exercise any and all of its rights and powers under the Act and any other applicable law, ordinance or regulation. The Authority may acquire any interest in property by any manner available. The Authority may acquire property in the Area for the following reasons: To eliminate or prevent conditions of blight; to carry out one or more objectives of the Plan; to assemble property for redevelopment by private enterprise; for needed public improvements; and for any other lawful purpose authorized by the Plan, the Act or any other applicable law.

Acquisition of property by eminent domain is not authorized unless the Town Board approves, by majority vote, the use of eminent domain by the Authority in accordance with the Act and other applicable laws.

### B. Relocation

If acquisition of property displaces any individual, family, or business concern, the Authority may assist such party in finding another location, and may, but is not obligated to, make relocation payments to eligible residents and businesses in such amounts and under such terms and conditions as it may determine and as may be required by law.

### C. Demolition, Clearance, and Site Preparation

The Authority may demolish and clear those buildings, structures, and other improvements from property it acquires if such buildings, structures, and other improvements are not to be rehabilitated in accordance with this Plan. The Authority may provide rough and finished site grading and other site preparation services as part of a comprehensive redevelopment program.

### D. Property Management

During such time as any property is acquired by the Authority, for disposition for redevelopment, such property shall be under the management and control of the Authority and may be rented or leased by it pending disposition for redevelopment or rehabilitation. Notwithstanding the foregoing, the Authority may acquire property, develop, construct, maintain, and operate thereon buildings, and facilities devoted to uses and purposes as the Authority deems to be in the public interest.

### E. Public Improvements

The Authority will cooperate with the Town and other public bodies to install, repair or replace necessary public infrastructure including, but not limited to, public streets, ADA accessible routes, central water and sewer services, stormwater improvements, bicycle and pedestrian infrastructure, parks and recreation amenities and multi-use recreational trails in the Area.

#### F. Land Disposition, Redevelopment and Rehabilitation

The Authority may dispose of property it acquires by means of a reasonable competitive bidding procedure it establishes in accordance with the Act and pursuant to redevelopment agreements between the Authority and such purchasers.

The Authority may also enter into owner participation agreements with property owners in the Area for the development, redevelopment, or rehabilitation of their property. Such agreements will provide for such participation and assistance as the Authority may elect to provide to such owners.

The Authority may develop, construct, maintain, and operate buildings and facilities devoted to uses and purposes as the Authority deems to be in the public interest.

All such redevelopment, owner participation and other agreements shall contain, at a minimum, provisions requiring:

- Compliance with the Plan and, if adopted by the Authority, the Design Guidelines and Standards and Town codes and ordinances.
- Covenants to begin and complete development, construction, or rehabilitation of both public and private improvements within a period of time deemed to be reasonable by the Authority.
- The financial commitments of each party (but nothing herein shall obligate the Authority to make any such financial commitment to any party or transaction).

#### G. Cooperation Agreements

For the purposes of planning and carrying out this Plan in the Area, the Authority may enter into one or more cooperation agreements with the Town, County or other public bodies. Without limitation, such agreements may include project financing and implementation; design, location and construction of public improvements; and any other matters required to carry out this Project. It is recognized that cooperation with the Town, County, other municipalities and other public and private bodies may be required to coordinate such issues as the design, construction, maintenance, operation, and timing of public and private improvements within and outside of the Area to properly and efficiently carry out the goals and objectives of this Plan.

#### H. Other Project Undertakings and Activities

Other Project undertakings and activities deemed necessary by the Authority to carry out the Plan in the Area may be undertaken and performed by the Authority or pursuant to agreements with other parties or public bodies in accordance with the authorization of the Act and any and all applicable laws.

## VI. Project Financing

The Authority is authorized to finance activities and undertakings under this Plan by any method authorized by the Act or any other applicable law, including without limitation, appropriations, loans or advances from the Town or County; federal loans and grants; state loans and grants; interest income; pay as you go arrangements; annual appropriation agreements; agreements with public and private parties or entities; sale of securities; loans, advances and grants from any other available source.

Any and all financing methods legally available to the Town, the County, the Authority, any private developer, redeveloper or owner may be used to finance in whole or in part any and all costs, including without limitation, the cost of public improvements described or anticipated in the Plan or in any manner related or incidental to the development of the Urban Renewal Area. Such methods may be combined to finance all or any part of activities and undertakings throughout the Urban Renewal Area. Any financing method authorized by the Plan or by any applicable law, including without limitation, the Act, may be used to pay the principal of and interest on and to establish reserves for indebtedness (whether funded, refunded, assumed or otherwise) incurred by the Authority or the Town or the County to finance activities and undertakings authorized by the Act and this Plan in whole or in part.

The Authority is authorized to issue notes, bonds or any other financing instruments or documents in amounts sufficient to finance all or part of the Urban Renewal Plan. The Authority is authorized to borrow funds and to create indebtedness in carrying out this Plan. The principal, interest, and any premiums due on or in connection with such indebtedness may be paid from any funds available to the Authority.

The Project may be financed by the Authority under the tax allocation financing provisions of the Act. Under the tax allocation method of financing the Project, property taxes levied after the effective date of the approval of this Plan upon taxable property in the Urban Renewal Area each year by or for the benefit of each public body that levies property taxes in the Area, shall be divided for a period not to exceed twenty-five (25) years after the effective date of the adoption of this tax allocation provision, as follows:

### **Base Amount**

That portion of the taxes which are produced by the levy at the rate fixed each year by or for such public body upon the valuation for assessment of taxable property in the Urban Renewal Area last certified prior to the effective date of approval of the Plan or, as to an area later added to the Urban Renewal Area, and the effective date of the modification of the Plan shall be paid into the funds of each such public body as are all other taxes collected by or for said public body.

For sales tax, the base will be that portion of municipal sales taxes collected within the boundaries of the Area in the twelve-month period ending on the last day of the month prior to the effective date of approval of the Plan.

### **Increment Amount**

The increment amount is that portion of property taxes and sales taxes in excess of the base amount as defined above. That portion of said property taxes and said municipal sales taxes in excess of such base amount shall be allocated to and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and any premiums due in connection with the bonds of, loans or advances to, or indebtedness incurred by (whether funded, refunded, assumed or otherwise) the Authority for financing or refinancing, in whole or in part, the Project.

Unless and until the total valuation for assessment of the taxable property in the Urban Renewal Area exceeds the base valuation for assessment of the taxable property in the Urban Renewal Area, all of the taxes levied upon taxable property in the Urban Renewal Area shall be paid into the funds of the respective public bodies.

Unless and until the total municipal sales tax collections in the Urban Renewal Area exceed the base year municipal sales tax collections all such sales tax collections shall be paid into the funds of the Town.

When such bonds, loans, advances and indebtedness, including interest thereon and any premiums due in connection therewith, have been paid, all taxes upon the taxable property in the Urban Renewal Area shall be paid into the funds of the respective public bodies.

When such bonds, loans, advances and indebtedness, including interest thereon and any premiums due in connection therewith, have been paid, all municipal sales taxes upon retail sales within the Urban Renewal Area shall be paid into the Funds of the Town of Erie.

The increment portion of the taxes, as described in this subparagraph 2, may be irrevocably pledged by the Authority for the payment of the principal of, the interest on, and any premiums due in connection with such bonds, loans, advances and indebtedness incurred by the Authority to finance the Project.

## **VII. Changes in Approved Plan**

This Plan may be modified pursuant to the provisions of the Act governing such modifications, including Section 31-25-107, C.R.S.

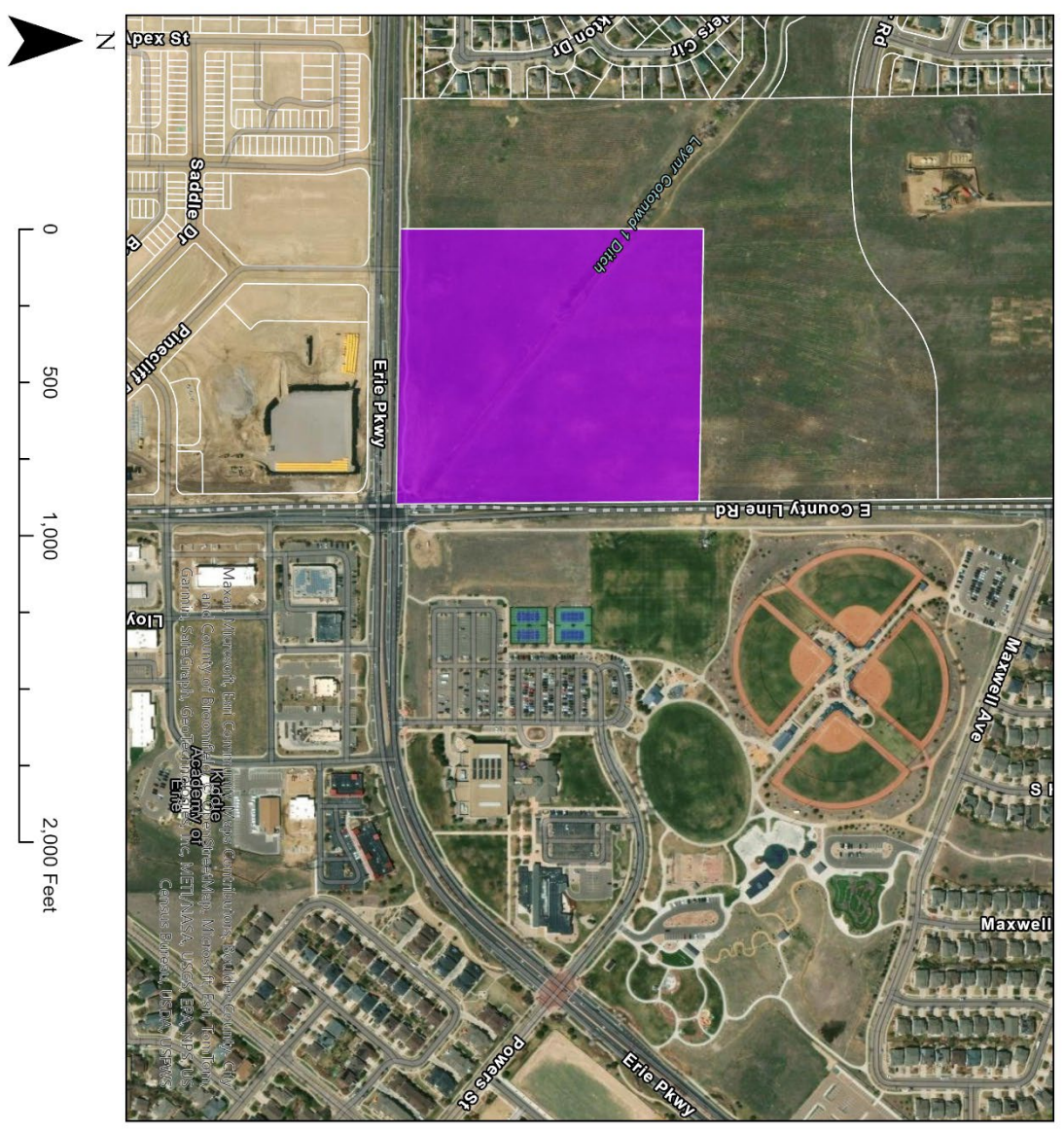
## **VIII. Minor Variations**

The Authority may in specific cases allow minor variations from the provisions of the Plan if it determines that a literal enforcement of the provisions of the Plan would constitute an unreasonable limitation beyond the intent and purpose of the Plan.

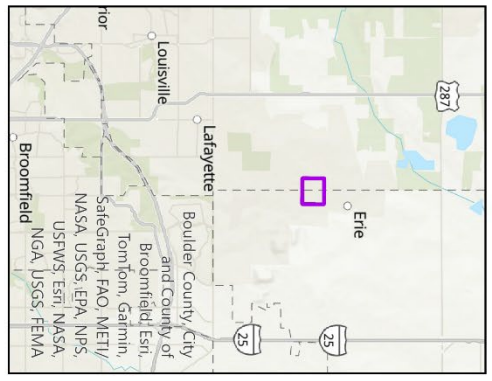
EXHIBIT A  
LEGAL DESCRIPTION

EXHIBIT B  
URA PLAN MAP

Erie Town Center Urban Renewal Plan Area

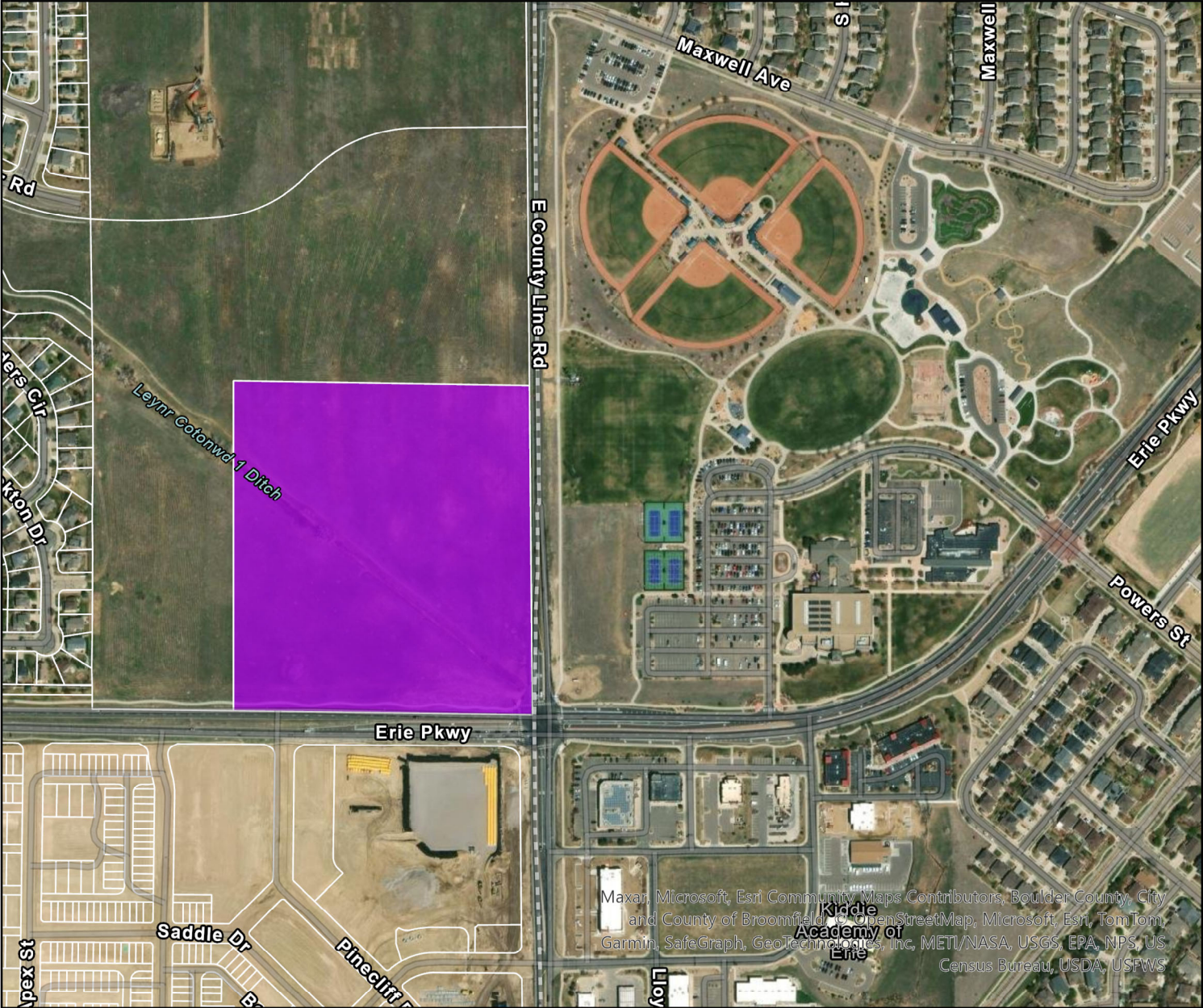


Erie Town Center Plan  
 Boulder County Parcels

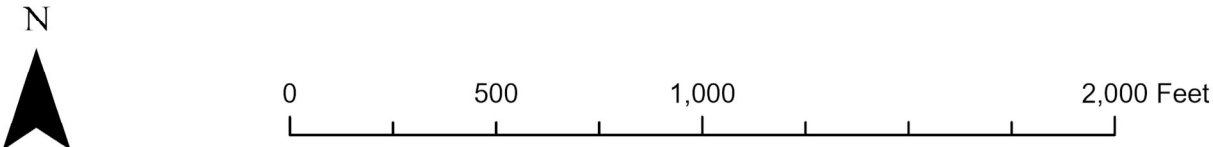
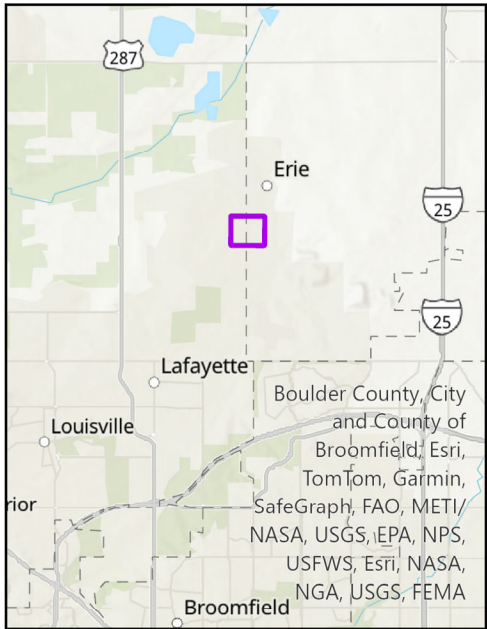




# Erie Town Center Urban Renewal Plan Area



Erie Town Center Plan  
 Boulder County Parcels







# HIGH PLAINS LIBRARY DISTRICT

## BOARD OF TRUSTEES COMMUNICATION

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Meeting date: January 13th, 2025
Type of item: Action
Subject: Wember Facilities Master Plan Task Order
Presented by: Dr. Matthew Hortt, HPLD Executive Director
Recommendation: Staff Recommend the Board approve the task order and direct the Executive Director to sign the task order.

***Background***

With the continued growth in the HPLD Service Area and the completed and planned construction projects, the district has nearly completed the Facilities Master Plan that was adopted in 2019. As we look to the future staff recommend that we update the existing plan. Staff worked with Wember Inc to develop the scope for updating the Facilities Master Plan.

***Considerations***

- The update focuses on updating demographics and projected growth patterns
- The total cost for the work is \$50,000
- The project was budgeted for and included in the 2025 budget

***Staff Recommendation***

Staff Recommend the Board approve the task order and direct the Executive Director to sign the task order.



## Memorandum

**Project Name:** HPLD Master Plan Update 2025, On-Call Work Order  
**Issue Date** January 8, 2025  
**Purpose:** Proposal

High Plains Library District  
Dr. Matthew Hortt  
2650 W 29<sup>th</sup> St.  
Greeley, CO 80631

Dr. Hortt:

Wember is submitting this proposal in response to your request to have Wember update your current Facilities Master Plan (dated December 4, 2019). This proposal outlines the items that the update will include. A more detailed project schedule will be implemented as part of the project process and will be generated in collaboration with the district.

The High Plains Library District (HPLD) Master Plan update includes the following items:

- 1) Needs Assessment: Research, data collection, and analysis including evaluating community needs. Wember plans to work with a demographics consultant to assist with updating the demographics portion of the master plan.
  - a) Wember will review information collected to date and presented including the current Master Plan, District Strategic Plan and other relevant documentation.
  - b) Work with Staff to Develop an Understanding of Metrics to Estimate Future Needs and Determine Future Facility Locations. Develop Goals and Objectives from the Administrative Perspective and Explore a Stakeholder Involvement Processes.
  - c) Geo-locate Library Card Holders, Libraries and Potential Sites on a Digital Map to Assist with Growth Analysis and Scenario-building.
  - d) Using Standard Demographic Analysis Techniques, update the current Growth Forecast for Population Growth in the HPLD Overall and in Sub-regions by Contacting Planners and Developers and Using Available Census and Municipal Data..
  - e) Update facility recommendations and development priorities. Concentrating on the updating of Erie, Riverside Library locations.
- 2) Prototype: the prototype from the 2019 Masterplan will not be updated
- 3) Budget: Update costs related to design and construction of new and renovated facilities. Budget will outline hard and soft costs related to the proposed project.
  - a) Upon completion of the needs assessment our team will apply proposed costs that will be comprised of construction costs per s.f., the site infrastructure fees and a full list of soft costs from design fees, tap fees, FF&E, technology and a multitude of other items that comprise a complete project budget.
- 4) Conclusions and Recommendations: Present a recommendation and implementation plan that includes identification, prioritization, and cost analysis of recognized needs as well as a high level schedule for future development.

Schedule: We are planning a five-month duration from project initiation to deliverables.

Fee

Professional Service Fees (Lump Sum)

Owner's Representation – Update District Master Plan - Work Order

Needs Assessment, Budget and Reporting:	\$ 35,000
Demography Study update, consultant:	\$ 15,000
Evaluate HPLD Baldrige system for facilities	<u>\$ 0</u>

TOTAL	<u>\$ 50,000</u>
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Reimbursable Expenses

Included in Fee

Respectfully Submitted:

Wember, Inc.



Dan Spykstra, VP, Front Range

Acceptance:

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High Plains Library District  
Dr. Matthew Hорт

Date:

# HIGH PLAINS LIBRARY DISTRICT

## BOARD OF TRUSTEES COMMUNICATION

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Meeting date: January 13th, 2025
Type of item: Action
Subject: Mead Project Master Plan Site Plan Amendment
Presented by: Dr. Matthew Hortt, Executive Director
Recommendation: Staff Recommend the Board consider and approve the action

### ***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. The two parties entered into a development agreement on July 17<sup>th</sup>, 2023. On July 15<sup>th</sup>, 2024, the agreement was amended to stipulate that the two parties would share the site development cost 50/50.

### ***Considerations***

The total costs for site work of the property is \$2,600,000. Per the agreed upon 50/50 cost share, this amount would be split between the two entities. Both entities have awarded the construction contracts to Fransen Pittman Construction. Per the agreement, Mountain View Fire & Rescue District is leading the site development and construction. They proposed hiring Fransen Pittman Construction to do the work by amending their existing contract with Fransen Pittman, rather than proceeding with the RFP process. This recommendation has been reviewed and approved by the fire district's legal counsel. HPLD Staff have reviewed this action and received a recommendation from our legal counsel to present it to the Board for approval. By taking this action, we anticipate a reduction in the project cost by approximately \$800,000, compared to what the cost would be as a stand-alone project and contract. The saving will be achieved by sharing the following between the two projects:

- Project Superintendent
- Office trailer
- Equipment (forklifts, skid steers, etc...)
- Site parking and staging
- Reduced erosion control effort
- Reduced schedule due to all efforts being coordinated in house and not with another contractor

### ***Recommendation***

Staff Recommend the Board consider and approve the action



# HIGH PLAINS LIBRARY DISTRICT

## BOARD OF TRUSTEES COMMUNICATION

---

Meeting date: January 13 <sup>th</sup> , 2025
Type of item: Action
Subject: Policy Updates – Service Animals, Flag, Photography and Video Recording policy
Presented by: Dr. Matthew Hortt, HPLD Executive Director
Recommendation: Staff recommend the Board consider and approve the recommended policy amendments

### ***Background***

Staff are recommending the update to the current policies, based on a review of the policy by staff.

### ***Considerations***

#### ***Flag Policy***

- This is an update to the current policy. The new wording eliminates procedural information (inclement weather procedures). It adds in verbiage from other libraries' policies that staff felt would help clarify the District's stance on which flags we display and preemptively discourage attempts to have other flags displayed, no matter which organization or individual puts forth the suggestion.
- The rest of the policy, added in 2019, remains in effect.

#### ***Photography and Videorecording Policy***

- This is an update to the current policy. The sole revisions were:
- Adding in a section about temporary staff-only spaces in public meeting rooms, and
- Removing the section about having posters in our locations to alert patrons that their presence at an event permits staff to use their likeness in photos or videos of the event, as our Community Relations and Marketing Department doesn't currently use photographs of patrons in marketing materials and if they did, they would ask for consent from the patron prior to doing so.
- The rest of the policy, last revised in 2021, remains in effect.

#### ***Service Animals Policy***

- This is an update to the current policy. The updates were minor:
- Adding in miniature horses to allowed service animals
- Using the exact wording from the ADA website for the two questions staff members are allowed to ask.
- Removing some procedural items, such as when library staff would have an owner remove their service animal from the library or location.
- Updating the links to informational documents.

- The rest of the policy, added in 2018, remains in effect.

***Staff Recommendation***

Staff recommend the Board consider and approve the recommended policy amendments



## **Flag policy**

### **Outdoor flags**

The High Plains Library District displays and maintains the United States and Colorado State flags on outdoor, lighted flag poles at all branch locations. The District displays the flags in accordance with the [United States Code Title 4 Chapter 1 – The Flag](#). ~~The library district’s flag poles are not intended to be a forum of free expression for the public. The library district does not fly flags at the request of any individual or organization.~~

The District flies the flags at half-staff on the following days:

- May 15 Peace Officers Memorial Day
- Last Monday in May (Memorial Day)
- September 11 Patriot Day
- December 7 Pearl Harbor Remembrance Day
- By order of the President of The United States
- By order of the Governor of The State of Colorado

~~Inelement weather conditions may cause a delay in flags being lowered to half-staff.~~

### **Indoor flags**

The High Plains Library District displays the United States Flag during regular board meetings of the High Plains Library District at all branch locations. Members of the public who want to display the United States flag during a meeting or event scheduled in one of the District’s meeting rooms may request it ~~through the District’s online room reservation service under “Equipment.”~~

### **Related documents**

Websites:

[United States Code Title 4 Chapter 1 – The Flag](#)

Procedures:

Flag Raising and Lowering procedure

<b>Policy History</b>	<b>Flags</b>
2019 – Sept 16	New. Added in response to Board decision to post U.S. flag at Board meetings and outside facilities.
Reviewed by	Executive Director, Board of Trustees, Facilities Manager



## ***Photography and Video Recording policy***

Library facilities are a “limited public forum.” This means that many activities, such as photographing and video recording, are permissible because the library is a public facility. But, library staff can set limits of “time, manner, or place” for reasons of safety and the reasonable maintenance to maintain library operations. There are policies that apply to the public, staff, and media, as well as general rules of courtesy.

### **Public**

The public can take photos or videos in any public area. This does not apply to restrooms or staff areas. Photos and videos are permissible in meeting rooms, if this is approved by those using the room. Photographic equipment such as tripods or lighting, unless approved by library staff, is not permitted because of potential safety concerns. Photographing and video recording cannot interfere with the library staff’s ability to conduct business or present a safety risk.

A public meeting space transforms into a “staff-only space” during a staff meeting. At this time, a member of the public can be denied access and the right to film and photograph, just like any other designated staff area.

### **Staff**

~~In order to provide some level of privacy for patrons all locations have posters to indicate that a patron’s presence at an event permits staff to use their likeness in photos and videos of the event. The poster asks patrons to notify staff if this presents a concern.~~

### **Media**

Photos and videos by the media are welcome. Because this often entails the use of bulky equipment, the District asks that arrangements are made with library staff in advance to ensure that conditions are kept safe and that library operations are not disrupted.

### **General**

In addition to policies noted above, the District asks that photographers refrain from disturbing other library users, and from taking photos or videos of specific copyrighted materials for the purpose of redistribution.

## Related documents

### Websites:

[ACLU Know Your Rights – I want to take pictures or shoot video at a protest](#)

[ALA Office for Intellectual Freedom – Auditing the First Amendment at Your Public Library](#)

[CIRSA – “First Amendment Audits” coming to your town?](#)

[Colorado State Library Quick Guide for C.R.S. §24-90-119 – Privacy of User Records](#)

### Other policies:

Meeting Spaces policy

Soliciting, Free Speech and Fundraising Activities policy

### Procedures:

Meeting Space procedures

Soliciting, Free Speech and Fundraising Activities procedure

Photography and Video Recording procedure

<b>Policy History</b>	<b>Photography and Video Recording</b>
2020 – May 18	New. Identifies locations where photos and videorecording by public are allowed as well as staff and media limitations.
2021 – May 17	Revised to reflect that Photo/Video releases are no longer required.
Reviewed by	Executive Director, Board of Trustees, Associate Director of Public Services

## **Service Animals policy**

In compliance with the Federal Americans with Disabilities Act (ADA), service animals (including those in training) are welcome at the High Plains Library District. Animals that are not designated as service animals are not permitted in any library facility, unless they are included in an approved library program.

### **Service animal defined**

“Service animal” is defined by the Americans with Disabilities Act (ADA) as any ~~service~~ dog ~~or~~ ~~miniature horse~~ that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability.

The work or tasks performed by a service animal must be directly related to the individual’s disability.

Service animals ~~s are~~ is limited to the animals defined under the ADA and ~~does~~ not include any other species of animal, wild or domestic, trained or untrained. Service animals ~~s does~~ not include ~~an~~ animals ~~s~~ used or relied upon for crime deterrence, emotional support, well-being, comfort, or companionship.

### **~~Requirements concerning service animals~~**

#### **~~Inquiries~~**

According to ~~the~~ ADA, ~~staff may ask only two questions if the service animal’s role is not obvious:~~

- ~~1. Is the animal a service animal required because of a disability?~~
- ~~2. What task or service has the animal been trained to perform?~~

~~library staff has the right to ask the animal’s handler two questions: (1) "is the dog a service animal?" and (2) "what work or task has the dog been trained to perform?"~~

### **~~Requirements concerning service animals~~**

The handler is not required to provide documentation about the service animal or to prove a disability. Service animals are not required to be licensed or certified, or to be identified by a special harness or collar.

Service animals must be on a leash or harness always, unless the use of a leash or harness interferes with the animal’s effective performance of its task. If the animal cannot be leashed or harnessed, it must always be under the handler’s control via voice, signals, or other effective means.

~~The animal’s handler is solely responsible for the supervision and care of the animal and must be in full control keeping the animal directly with them at all times.~~

### **~~Conditions for removing a service animal~~**

~~The library retains discretion to exclude or remove a service animal from library property if:~~

- ~~• The service animal is out of control and/or the service animal's handler does not effectively control the service animal's behavior~~
- ~~• The service animal is not housebroken~~
- ~~• The service animal poses a direct threat to the health or safety of others that cannot be eliminated by reasonable modifications~~
- ~~• Permitting the service animal would fundamentally alter the nature of the service, program or activity~~

The animal's handler will be responsible for any damage to Library or personal property and any injuries to individuals caused by the service animal. Anyone using a service animal on library property will hold the High Plains Library District harmless and indemnify the High Plains Library District from any such damages.

### Related documents

#### Websites:

[U.S. Department of Justice ADA Requirements – Service Animals](#)

[ADA National Network -- Service Animals and Emotional Support Animals](#)

[Frequently Asked Questions About Service Animals and the ADA](#)

[Summary of Standards - Assistance Dogs International](#)

~~[Assistance Dogs International \(ADI\) Standards](#)~~

[How can I tell if an animal is really a service animal and not just a pet?](#)

[Miniature Horses as Service Animals | What Can They Do?](#)

#### Other policies:

Patron Rights and Responsibilities statement

#### Procedures:

Service Animals procedure

Policy History	Service Animals
2018 – Aug 20	New to policy manual. Former procedure was to allow all animals; this new policy restricts to service animals only.
Reviewed by	Associate Director of Public Services

# HIGH PLAINS LIBRARY DISTRICT

## BOARD OF TRUSTEES COMMUNICATION

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Meeting date: January 13th, 2025
Type of item: Information
Subject: Construction Update
Presented by: Dr. Matthew Hорт, Executive Director
Recommendation: Item for information only, no action to be taken

### ***Background***

The High Plains Library District has four active constructive projects at varying stages of design and construction. Staff will provide regular updates to the Board on the projects.

### ***Considerations***

- DSS Archive and Expansion
  - Staff have paid the permitting fees, and we are awaiting the issuance of permits
  - Once permits are issued, a start date will be identified
  - The project will begin by constructing the new building, then remodeling the existing space
  - Project is on budget
- Mead Library
  - Construction/site work is anticipated to begin in March
- Carbon Valley Regional Library (Remodel)
  - The Architects are working on conceptual design
- Farr Regional Library
  - The remodel has begun, and staff provided service to 216 patrons in the lobby the first day of construction

### ***Recommendation***

Item for information only, no action to be taken







## **BOARD OF TRUSTEES**

### **Regular Session Agenda**

**Monday, February 17, 2025**

**5:00 p.m.**

**LINC Library Innovation Center**

**501 8<sup>th</sup> Avenue, 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](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. January 13, 2025 Regular Session Meeting Minutes
- 1.4 The Good We Do
- 1.5 Public Comment

### **2.0 ITEMS FOR INFORMATION/ACTION**

- 2.1 Board Training (Information) - Dr. Matthew Hortt, HPLD Executive Director
- 2.2 Building a Better Organization Overview (Information) - Dr. Matthew Hortt, HPLD Executive Director
- 2.3 Construction Updates (Information) - Dr. Matthew Hortt, HPLD Executive Director

### **3.0 DIRECTORS REPORT**

- 3.1 Review Draft Agenda – Dr. Matthew Hortt, HPLD Executive Director
  - a. March 17, 2025 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 ADJOURNMENT**

#### Upcoming meetings:

March 17, 2024 at 5:00p.m.: HPLD Board of Directors Meeting - Regular Session  
LINC Library Innovation Center, 501 8<sup>th</sup> Avenue, Greeley, CO 80631

### Associate Director of Public Services

#### What's Happened in the last 30 days?

- Furniture review for Carbon Valley Regional Library's refresh
- Public Services Managers reviewed the policies that will be brought to the Board in January for approval.
- Farr Construction kick-off meeting

#### What's Coming Up in the next 30 days?

- January 6 - Farr will be closed to the public until the end of the month while recarpeting and painting is going on. Limited services to patrons will be available in the lobby (patrons can return items, pick up holds, check out items, and browse a small collection of new and recently returned books. Patrons will also be able to do limited photocopying and mobile printing and read the daily newspapers).

### Carbon Valley Operations

#### What's Happened in the last 30 days?

- Patron feedback form: "Best library ever! Our family loves it here!"
- Career and Workforce Development Librarian, Cassandra Bland, presented on library workforce and services to clients at the Housing Navigation Center's evening shelter on December 19.
- Cookies and a Cop Storytime with the Firestone Police Department had 55 attendees.

#### What's Coming Up in the next 30 days?

- *Discovery Your Future With Virtual Reality!* on January 9, will allow high school students the opportunity to explore in-demand careers through interactive simulations.
- Library renovation schedule should be finalized.

### LINC Operations

#### What's Happened in the last 30 days?

- Jackie Iverson started training as LINC's Digital Navigator. This program is sponsored by Americorps.
- In collaboration with the Downtown Development Authority, the City of Greeley, and the Greeley Creative District, LINC hosted a variety maker workshops, demonstrations and musical performances for Winterfest 2024. More than 1,100 people attended.
- University of Northern Colorado's Anthropology Department's installed the art exhibit: *Beginnings in Endings in Beginnings* ("Comienzos en Finales en Comienzos"). It is on display until January 15th in the Innovation Gallery.

#### What's Coming Up in the next 30 days?

- LINC will be hiring a full-time Exhibits Specialist to assist with maintenance, fabrication, and customer service in the Children's Innovation Space upstairs.
- An Art Exhibit for the Hwy 85 Homeschool Group will be on display in the Innovation Gallery from January 17 through February 25.

## Facilities Operational Work

### What's Happened in the last 30 days?

- Completed work orders incl warranty work
- Completed MOVE vehicle inspections and maintenance
- Completed annual PA's
- Completed HVAC PM's all locations
- Completed building inspections incl elevator inspections
- Completed facilities tech interviews and hiring
- Completed 2024 annual CIP projects
- Completed construction meetings
- Completed cleanings at all locations

### What's Coming Up in the next 30 days?

- Ongoing work orders
- MOVE vehicle maintenance and inspections incl record keeping
- Construction meetings incl safety meetings
- New Year CIP projects
- Place ad for custodian
- Train new facilities tech

## Finance Operational Work

### What's Happened in the last 30 days?

- CPE
- GFOA WPFN mentoring program
- 2025 budget - file with state, submit mill levy certification to county assessors, submit to GFOA distinguished budget presentation award program
- Work on SOPs
- Work with Public Trust Advisors on investment portfolio
- Year-end work and audit prep
- Performance appraisals
- Meeting with Erie on TIF / URA
- Meeting with Weld County Assessor

### What's Coming Up in the next 30 days?

- CPE
- GFOA WPFN mentoring program
- Work on SOPs
- Work with Public Trust Advisors on investment portfolio
- Year-end work and audit prep - W-2s, 1099s, workpapers for auditors
- SLT retreat
- HPLDF&F finance committee meeting
- HPLDF&F board meeting

## Friends & Foundation Operational Work

### What's Happened in the last 30 days?

- Colorado Gives Day 12/10
  - \$5,011 raised from 51 donors.
- Funding Project work
- Operation planning
- Continued work on Get Connected Volunteer Software

### What's Coming Up in the next 30 days?

- Q1 F&F Board Meeting prep
- Onboarding new Board members
- Staff day presentations work
- Continued work on Get Connected Volunteer Software

## Human Resources Operational Work

### What's Happened in the last 30 days?

Total Employees- 296\*

- Open Positions - 1
- Job Applications Received - 3
- New Hires - 0
- Resignations - 2
- Training Requests - 42

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

### What's Coming Up in the next 30 days?

- Merit Increases

## Community Engagement & Strategies Operational Work

### What's Happened in the last 30 days?

- Continued Connection with the Space Science Institute (SSI): The District was invited to participate in an advisory role in developing a new SSI program named: "MAPLI: Mapping and Data Visualization Activities Codeveloped with Rural Public Libraries". If the program is approved for funding, after 2-years serving in the advisory role, we will transition into being one of 75 cohort libraries receiving kits and low-tech exhibits.
- Measuring Outreach Better Project Officially Closes: On December 17th, the members of the Measuring Outreach Better team met for a celebratory lunch and final meeting to discuss lessons learned, surprises, and general realizations. There may be some further meetings if revisions to our article are requested, however, other than that, this project is closed.

- United Way of Weld County (UWWC): UWWC hosted a meeting to restart the Collective Impact effort. A Strengths/Weaknesses/Opportunities/Threats (SWOT) analysis was outlined by participants. What is unclear is whether the original four areas of priority (Great by 8, Thrive by 25, Weld’s Way Home 2.0 (keeping people housed), and Aging Well) will stay in place or whether priorities will shift or merge. Much of the discussion highlighted the need for community members to be involved if we want our goals achieved.

**What's Coming Up in the next 30 days?**

- The Acts of Connection initiative is easing into the next phase of increasing awareness by asking communities to make proclamations recognizing Acts of Connect Month.

**SERVICES**

**Service - Programming**

Start Date	Title	Building	Actual Attendance (In Person)
12/14/2024	LINC's Winter Wonderland Bazaar	LINC Library Innovation Center	250
12/10/2024	Santa Visit and Storytime	Farr Regional Library	192
12/14/2024	Handmade Holiday: Craft Your Own Keepsake Ornaments	LINC Library Innovation Center	150
12/8/2024	Riverside's afternoon with The Polar Express	Riverside Library and Cultural Center	94
12/17/2024	Centennial Park Library Free Thrift Store	Centennial Park Library	80
12/23/2024	Winter Rock Painting	LINC Library Innovation Center	75
12/14/2024	Teen Corner in the Winter Wonderland Bazaar	LINC Library Innovation Center	60
12/5/2024	Music and Movement @ LINC	LINC Library Innovation Center	55
12/20/2024	Cookies With A Cop	Carbon Valley Regional Library	55
12/7/2024	Winter Wonderland	Erie Community Library	50

Total Engagement - 8,456 patrons

# PopUp Semi-Annual Report

July - December 2024



## July 13

### Johnstown Pride

Engagement - 114  
Checkouts - 2

## July 27

Victory Outreach Greeley -  
Take Your City

Engagement - 150  
New Cards - 9  
Checkouts - 9

### Diaper Distribution





# PopUp Semi-Annual Report

## July-December 2024

### August 03

### D6 Kickoff

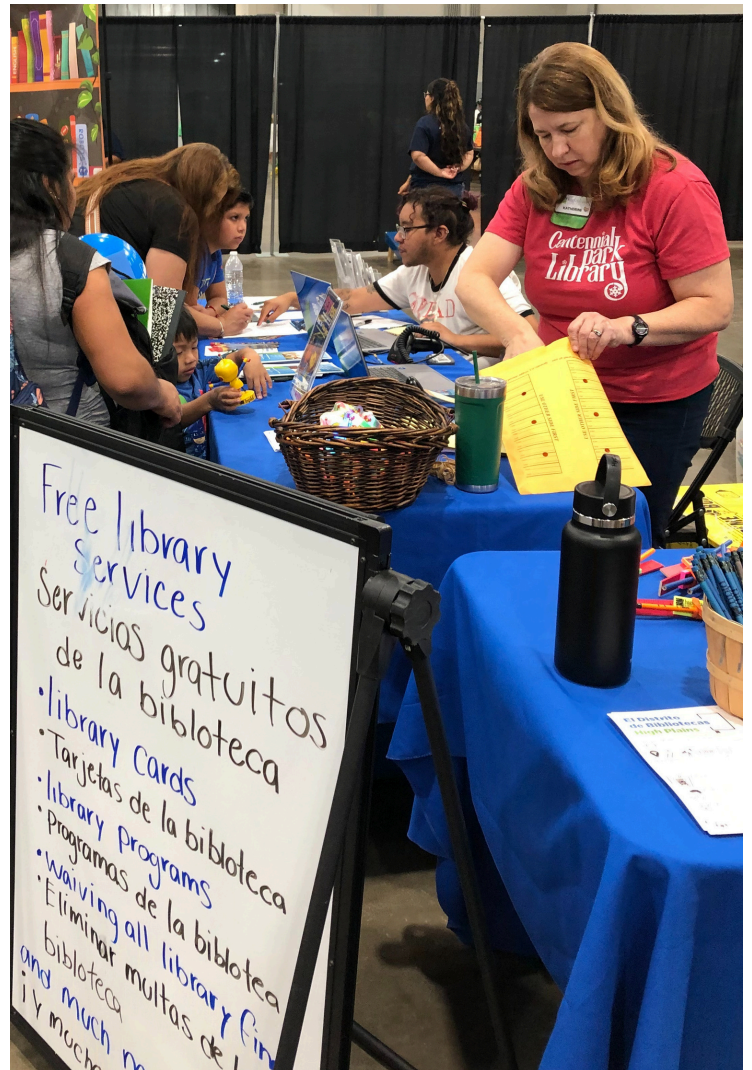
Engagement - 1,012

New Cards - 49

Fines Waived - 10

Replacement cards - 17

## “We love the library!”





# PopUp Semi-Annual Report

## July-December 2024

**August 04**

**Cake & Eggs**

Engagement - 82

New Cards - 1

Checkouts - 3

**August 06**

**Eagle Valley**

**National Night Out**

Engagement - 76

New Cards - 3

Checkouts - 4



**August 09**

**Monfort Back  
to School Night**

Engagement - 310

Checkouts - 12



**August 08**

**Chappelow Back  
to School Night**

Engagement - 172

New Cards - 7

Checkouts - 1

# PopUp Semi-Annual Report

## July-December 2024

### August 09

### S.H.A.R.E.

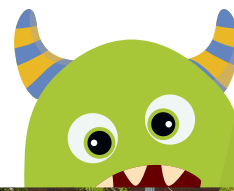
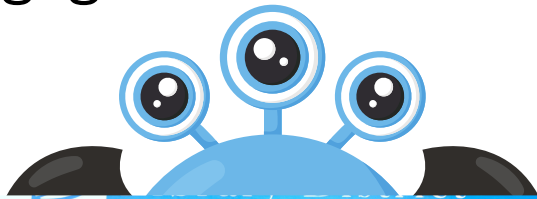
Engagement - 278 New Cards - 4 Checkouts - 17



### August 17

### Monster Day

Engagement - 1675 New Cards - 16 Checkouts - 16





# PopUp Semi-Annual Report

## July-December 2024

# Districtwide Shoutouts

8/3/2024- 11th Annual School Kickoff  
Community Celebration -  
**Mateo Barreras (CP),  
Katherine Bunker (CP),  
Marisol Dominguez (LINC)**

8/6/2024- Evans National Night Out-  
**Cassandra Bland (RVS) Tim Ruth (OU)**

8/11/2024- Northern Colorado Agricultural  
Worker Network Agricultural Appreciation  
Picnic - **Christina Hernandez (OU)**

8/17/2024- 2024 Greeley Monster Day -  
**Rob Walker & Crew (LINC) &  
Lynde McCaleb (OU)**

# PopUp Semi-Annual Report

## July-December 2024

**August 24**

**PFLAG Family Picnic**

Engagement - 42

New Cards - 7

**September 06**

**Aims + UNC Night**

Engagement - 62

Donations - 5

**September 07**

**Fiesta de la Gente**

Engagement - 82

New Cards - 1

Checkouts - 1

**September 14**

**Evans Heritage Day**

Engagement - 142

Checkouts - 11

**September 14**

**Observe the  
Moon Night**

Engagement - 130

Checkouts - 9

**September 21**

**NCCU Fall Festival**

Engagement - 103

New Cards - 1

Checkouts - 12

# PopUp Semi-Annual Report

## July-December 2024

# Districtwide Shoutouts

9/14/2024- Evans Heritage Day -  
**Raeanne Miller (Riverside)**

9/14/2024- Observe the Moon Night-  
**Jakob Coykendall (CP)**

9/26/2024- Greeley Central Resource Fair -  
**Elizabeth Weaver (CP) & Eunice Guzman (CP)**

10/27/2024-Evans Halloween Event-  
**Christina Hernandez (OU) & Ellen Kulick (RVS)**

11/22/2024- Evans Holiday Lighting Ceremony -  
**Rita Kadavy (RVS)**

# PopUp Semi-Annual Report

## July-December 2024

### September 27

**Scott Fall Festival**

Engagement - 282

Free books - 252

### October 01

**Arty's Bazaar (Aims)**

Engagement - 55

New Cards - 6

Checkouts - 8

### October 01

**Heath Literacy Night**

Engagement - 24

Checkouts - 2

### October 02

**Lipman Farms**

**Resurce Fair**

Engagement - 47

### October 04

**Dream Play Build**

Engagement - 19

### October 05

**Armando's  
book  
release**

Engagement - 168

New Cards - 1

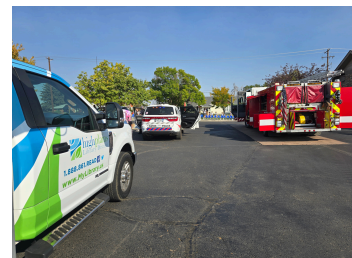
Checkouts - 17



### October 10

**Community Parade drive-through**

Engagement - 70



# PopUp Semi-Annual Report

## July-December 2024

**October 17**

**Project Connect**

Engagement - 260

New Cards - 27

Donated books - 620

**October 18**

**Westridge Academy 4-8**

Engagement - 144

New Cards - 36



**October 18**

**Aztlan Trunk or Treat**

Engagement - 692

New Cards - 1

Checkouts - 1

**October 19**

**Howloween @  
Centennial Village**

Engagement - 900

**October 26**

**Halloween Softball Bash**

Engagement - 225

Checkouts - 12

**November 04**

**D6 Wellness Fair**

Engagement - 327

**October 31**

**Westridge Academy K-3**

Engagement - 200

New Cards - 30

Checkouts - 72

**November 06**

**GOAL High School**

Engagement - 22

# PopUp Semi-Annual Report

## July-December 2024

# Districtwide Shoutouts

12/7/2024- Mead Parade of Lights-  
**Lisa Varra (CVR)**

12/7/2024- Holiday Fiesta- SEVA Community-  
**Christina Hernandez (OU)**

12/12/2024- Jackson Elementary Saint Lunch-  
**Victoria Berg (LINC)**

**Congratulations to Tim Ruth and Hannah Pratt for their leadership efforts with the Naturalization Ceremony and Project Connect!**

**A round of applause for Lynde McCaleb and Rick Medrano for their involvement and efforts with Grover!**

**Kudos to Lisa Varra and Bridget Parker for their outstanding outreach in Mead!**



# PopUp Semi-Annual Report

## July-December 2024

**November 09**

**Pop Up Resource Fair**

Engagement - 150

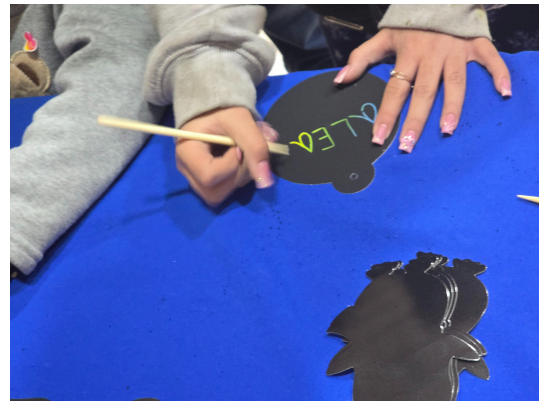
New Cards - 5

Donated Books - 40

**November 22**

**Evans Holiday Lighting**

Engagement - 222



**November 23**

**Found Family Thanksgiving**

Engagement - 87

Checkouts - 2



**December 07**

**Mead**

**Parade of Lights**



**December 07**

**SEVA Holiday Fiesta**

Engagement - 132