EXECUTIVE SUMMARY
MODELS AND TIMELINE OVERVIEW
DID YOU KNOW
ANTICIPATED QUESTIONS
LEGAL DOCUMENTS AND TIMELINE
Executive Summary

High Plains Library District
2650 W. 29th Street • Greeley, CO 80631 • MyLibrary.us
EXECUTIVE SUMMARY

Through historical documentation and accounts from individuals involved in the formation of the District, the District leadership understands that member libraries wished to and intended to maintain autonomy and local oversight of their library. Understanding this foundation is paramount in this ever-evolving relationship. Over the years as services, technology and library business practices have changed, it has become challenging to maintain consistency for our patrons. The differences and the disconnects between HPLD libraries fuels process, service and product discrepancies.

In creating the following service models the District leadership team is hoping to re-establish a trusting and mutually beneficial relationship. There is no hidden agenda here - simply a sincere intent to offer each library the freedom and flexibility agreed to at the time of the original formation of the District.

Prompted by the impending change in the Integrated Library System (ILS) software and hardware, and the clear understanding of 1985 Resolutions from each entity and the subsequent passage of Ordinance 137 that formed the Library District, we have an opportunity to redefine our collaborative relationship, to adopt a more stable and predictable service model and to empower our leadership to make decisions reflective of patron needs.

The drafted models allow each library to return to the legally binding governance of the district or take advantage of some additional services, tools and library practices that are beneficial to patrons.

These options do not support the customized variations that currently exist. They do however foster reciprocal relationships in which patrons can continue to use services regardless of location.

It is absolutely the intent of the District leadership team to work with each existing library to ensure a smooth transition regardless of the model chosen by each library. We have given much thought and consideration to each option and how we can most efficiently support our colleagues.
Establishment of the District

The Weld Library District was established in 1985 through local resolutions of Ault, Eaton, Evans, Fort Lupton, Greeley, and Hudson. This District's formation included School District RE-8 and merged the Weld County Library into the District. While Johnstown and Platteville did not establish the District, they both decided to join as participating libraries with different agreements than those involved with the District's formation.

Those establishing resolutions which focused on the mill levy distribution between participating libraries and the District resulted in the Board of County Commissioners approving Weld County Ordinance Number 137 which was signed on September 11, 1985.

Since then, efforts have been made to clarify what was intended by the phrase in subsequent Intergovernmental Agreements (IGAs) with participating libraries that stated, "The Library District agrees to provide to the municipal library essentially the same level of services previously delivered by the libraries and Agency of Weld County, subject to any further agreements between the parties."

History of the Service Agreements

The original IGAs were first signed in 1985. While the intent of the original IGA was to clarify ongoing service levels; the lack of detail led to differing interpretations. And, as changes ranging from the addition of online services to new modes for outreach efforts occurred, the core District locations, comprised of libraries working directly under the District Board of Trustees interpreted the IGA as one to enhance shared services with the purpose of providing seamless public access to all District Locations. Meanwhile, locations working under their local Boards saw the IGA as a document outlining their autonomy while retaining their 2/3 portion of the tax revenue.

Throughout the past 23 years, this disconnect has continued without resolution. Issues became heightened as technology demands and requirements evolved. To incorporate a way to insure that questions of complexity were addressed in addition to other routes to create a standard "District" level of service, new annually renewing service lists were brought forward for locally managed libraries to review, amend, and approve. Different locations revised these IGAs to meet their local priorities.
Correcting the Direction – Why Change Now

There are two factors behind the need to revisit the service models:

RECENT LEGAL CLARIFICATION: In December of 2011, the City of Fort Lupton contacted the District about changing their level of participation in the Fort Lupton School and Public Library with the upcoming renewal of the IGA. This initial contact and ensuing process corrected the assumption that the IGA was a directing document as it related to the establishment of the Weld Library District. In 2013, it was clarified by the Weld County Government that the only enforceable document of the District’s formation was the resolution directing the financial distribution and service boundaries.

LARGE OPERATIONAL CHANGE STARTING IN 2013: In 2012 the District along with Member representatives launched a project to replace the existing core library computing system called the integrated library system (ILS). The ILS is at the heart of library operations managing patron information, collection information, circulation, fines, and fees along with many other services. The replacement of this system will be a significant undertaking for the organization as policies, processes, procedures, data, reports and more will need to be revisited and in many cases redefined. The foundational system which was originally implemented in approximately 1987 and most recently updated in 2004 will be replaced in November of 2014. Detailed planning for this replacement will start in late 2013.
Moving Forward

Under the direction of the High Plains District Board, staff has developed two potential operational models based on the founding and existing agreements. Guidelines for the development of these models include:

- *Providing a consistent patron experience*
- *Optimizing available resources*
- *Pursuing simple solutions to avoid the high cost of complex service solutions*

One model, termed **Participating Organization**, is limited to the parameters of the founding resolution which provided for funding for library services for a specified geographic area. Model two, termed **Shared Services**, strives to meet the original resolutions’ intention in consideration of the best practices to best leverage the technologies and resources needed to support staff and public services. These models are described below:

**MODEL 1 – Participating Organization:** Disbursement of funds as per the original resolutions. This route frees locally managed libraries to provide all library services as they deem best for their communities. The locally managed library will be responsible for all aspects of service provision within their defined geographic boundaries. Community members living in these areas wanting to use District branch locations will be given a District library card and resident-level services. Those libraries choosing this option are encouraged to reciprocate in recognition of the District designation. In this scenario, “participation” as referenced in the original resolution is defined as receiving District funds to serve the identified service area and to treat others in the larger District, but outside of the defined service area, as residents. For additional detail about these models refer to the model overview in the following section.

**MODEL 2 – Shared Services:** Disbursement of funds as per the original resolutions. This option includes District-managed access to the Integrated Library System (ILS), District-managed technologies as a complete package, and District-managed courier. This option recognizes the intent of the original resolution as a route to share material resources throughout the District. In this scenario, “participation” as referenced in the original resolution is defined as receiving District funds and providing seamless circulation and computer services throughout the libraries for residents. For additional details about these models refer to the model overview in the following section.

Those managing the interests of independently operated libraries (Ault, Eaton, Fort Lupton, Hudson, Johnstown, and Platteville) will need to decide which of these options best fit their community needs. The District will support their transitions to either model.
Model & Timeline
<table>
<thead>
<tr>
<th>REF #</th>
<th>SERVICE</th>
<th>PARTICIPATING ORGANIZATION</th>
<th>SHARED SERVICES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Service Summary: Patrons would have access to local library and one for District branches. Services and collections would be fully autonomous. Patrons would continue to have access to all District online and onsite services with their High Plains card by using the District e services and/or visiting a library branch. The District will manage the distribution of tax funds.</td>
<td>Responsible entity (selection, purchase, installation, configuration, support,...)</td>
<td>Responsible entity (selection, purchase, installation, configuration, support,...)</td>
</tr>
<tr>
<td></td>
<td>Service Summary: Patrons would have access to the member and District collections and services through a single library card. The District provides technology and collection services including cataloging.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Tax receipt and distribution</td>
<td>District</td>
<td>District</td>
</tr>
<tr>
<td>2</td>
<td>Catalog records</td>
<td>catalog records can be accessed via e 39.50 or other current technology</td>
<td>District</td>
</tr>
<tr>
<td>3</td>
<td>Human resources</td>
<td>Member</td>
<td>Member</td>
</tr>
<tr>
<td>4</td>
<td>Policies management</td>
<td>Member</td>
<td>Member</td>
</tr>
<tr>
<td>5</td>
<td>Branding</td>
<td>Member</td>
<td>DISTRICT provided items will be branded as HPLD</td>
</tr>
<tr>
<td>6</td>
<td>Operational financial management and reporting</td>
<td>Member</td>
<td>Member</td>
</tr>
<tr>
<td>7</td>
<td>Data training content in video</td>
<td>Member</td>
<td>District</td>
</tr>
<tr>
<td>8</td>
<td>Marketing Services</td>
<td>Member</td>
<td>Member</td>
</tr>
<tr>
<td>9</td>
<td>Programming coordination/support</td>
<td>Member</td>
<td>Member</td>
</tr>
<tr>
<td>10</td>
<td>Volume purchasing discounts</td>
<td>Member</td>
<td>District</td>
</tr>
<tr>
<td>11</td>
<td>New construction including building cabling</td>
<td>Member</td>
<td>District</td>
</tr>
<tr>
<td>12</td>
<td>Outreach services within service area</td>
<td>Member</td>
<td>Collaboration between District and Member</td>
</tr>
<tr>
<td>13</td>
<td>Public Computing Centers</td>
<td>Member</td>
<td>District</td>
</tr>
<tr>
<td>14</td>
<td>Leader</td>
<td>Member</td>
<td>District</td>
</tr>
<tr>
<td>15</td>
<td>IT Loan Services</td>
<td>Member</td>
<td>District</td>
</tr>
<tr>
<td>16</td>
<td>Branch collection access (including materials)</td>
<td>Member</td>
<td>District</td>
</tr>
<tr>
<td>17</td>
<td>Branch services and offerings</td>
<td>Member</td>
<td>District</td>
</tr>
<tr>
<td>18</td>
<td>Purchasing</td>
<td>Member</td>
<td>District</td>
</tr>
<tr>
<td>19</td>
<td>Cataloging</td>
<td>Member</td>
<td>District</td>
</tr>
<tr>
<td>20</td>
<td>Full collection RFID (radio frequency identification tags)</td>
<td>Member</td>
<td>District</td>
</tr>
<tr>
<td>21</td>
<td>Technology management</td>
<td>Member</td>
<td>Member</td>
</tr>
<tr>
<td>22</td>
<td>Policies and procedure definition</td>
<td>Member</td>
<td>Collaboration between District and Member</td>
</tr>
<tr>
<td>23</td>
<td>Collection support and training</td>
<td>Member</td>
<td>District</td>
</tr>
<tr>
<td>24</td>
<td>Integrated Library System</td>
<td>Member</td>
<td>District</td>
</tr>
<tr>
<td>25</td>
<td>Site circuits</td>
<td>Member</td>
<td>District</td>
</tr>
<tr>
<td>26</td>
<td>MRI service</td>
<td>Member</td>
<td>District</td>
</tr>
<tr>
<td>27</td>
<td>Network equipment</td>
<td>Member</td>
<td>District</td>
</tr>
<tr>
<td>28</td>
<td>Printing and office supplies</td>
<td>Member</td>
<td>District</td>
</tr>
<tr>
<td>29</td>
<td>Technology peripherals (bar code readers, receipt printers...)</td>
<td>Member</td>
<td>District</td>
</tr>
<tr>
<td>30</td>
<td>Internet Filtering</td>
<td>Member</td>
<td>District</td>
</tr>
<tr>
<td>31</td>
<td>Staff email services</td>
<td>Member</td>
<td>District</td>
</tr>
<tr>
<td>32</td>
<td>Public equipment security</td>
<td>Member</td>
<td>District</td>
</tr>
<tr>
<td>33</td>
<td>Staff and public printers</td>
<td>Member</td>
<td>District</td>
</tr>
<tr>
<td>34</td>
<td>Print and operational supplies</td>
<td>Member</td>
<td>District</td>
</tr>
<tr>
<td>35</td>
<td>Fax services</td>
<td>Member</td>
<td>District</td>
</tr>
<tr>
<td>36</td>
<td>Public computer reservation management</td>
<td>Member</td>
<td>District</td>
</tr>
<tr>
<td>37</td>
<td>Data Collection</td>
<td>Member</td>
<td>District</td>
</tr>
<tr>
<td>38</td>
<td>Email (automated alert for holds and overdue)</td>
<td>Member</td>
<td>District</td>
</tr>
<tr>
<td>39</td>
<td>Hold self pickup</td>
<td>Member</td>
<td>District</td>
</tr>
<tr>
<td>40</td>
<td>Library services</td>
<td>Member</td>
<td>District</td>
</tr>
<tr>
<td>41</td>
<td>Data reporting and management</td>
<td>Member</td>
<td>District</td>
</tr>
<tr>
<td>42</td>
<td>Website</td>
<td>Member</td>
<td>District</td>
</tr>
<tr>
<td>43</td>
<td>Mobile website</td>
<td>Member</td>
<td>District</td>
</tr>
<tr>
<td>44</td>
<td>Email alerts to patrons</td>
<td>Member</td>
<td>District</td>
</tr>
<tr>
<td>45</td>
<td>New materials notifications</td>
<td>Member</td>
<td>District</td>
</tr>
<tr>
<td>46</td>
<td>Mobile technical needs</td>
<td>Member</td>
<td>District</td>
</tr>
<tr>
<td>47</td>
<td>Technology management including project management, consulting, evaluation, selection, implementation, support, reporting, problem resolution</td>
<td>Member</td>
<td>District</td>
</tr>
<tr>
<td>48</td>
<td>Mobile hotspot service</td>
<td>Member</td>
<td>District</td>
</tr>
<tr>
<td>49</td>
<td>Public Computing Center technology</td>
<td>Member</td>
<td>District</td>
</tr>
<tr>
<td>50</td>
<td>Audio/Video Solutions</td>
<td>Member</td>
<td>District</td>
</tr>
<tr>
<td>51</td>
<td>Technology policy, procedures, standards definitions</td>
<td>Member</td>
<td>District</td>
</tr>
<tr>
<td>52</td>
<td>Internet chat support</td>
<td>Member</td>
<td>District</td>
</tr>
<tr>
<td>53</td>
<td>Voice circuits</td>
<td>Member</td>
<td>District</td>
</tr>
<tr>
<td>54</td>
<td>Telephone system</td>
<td>Member</td>
<td>Member</td>
</tr>
<tr>
<td>55</td>
<td>Telephones handsets</td>
<td>Member</td>
<td>Member</td>
</tr>
<tr>
<td>56</td>
<td>Technology training as part of District coordinated training</td>
<td>Member</td>
<td>Member</td>
</tr>
<tr>
<td>57</td>
<td>New technology solutions as determined by project</td>
<td>Member</td>
<td>District</td>
</tr>
</tbody>
</table>
### Services Available to Member Libraries – Participating Model

<table>
<thead>
<tr>
<th>Service Description</th>
<th>2013 Offering</th>
<th>Participating Service Model</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Collection resources/resource sharing</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>2. Access to all materials at all locations participating in M/F libraries</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>3. One item has over 3 cards, access available to anyone who has an active library card in good standing</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>4. Materials purchasing/centralized order management</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>5. Acquisition department will order on behalf of the Member library and be billed monthly. Discounts realized through large volume purchasing.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>6. Collection development staff: coordinate/create/maintain/update standing order forms for books and periodicals.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>7. Provide list of available periodicals, research and order titles as requested. Work with vendor when problems arise with subscription deliveries on member behalf.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>9. Collection Resources Manager negotiates discounts for all vendors used by the department (book, media &amp; periodicals).</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>11. Materials processing/standardized processing for items purchased/cataloged through bibliographic services</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>12. Items ordered through Bibliographic Services will receive barcodes, RFID tags, spine labels, mylar covers per district standards</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>13. Courier service to transport library materials Monday through Saturday</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>15. Courier schedule maintenance for North and South routes</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>16. Licensing, maintenance, and access to online databases and search software</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>18. Negotiate prices for database and electronic resource access (includes eBooks and databases)</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>19. Member library staff receives database training upon request.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>20. Member patrons and staff receive technical troubleshooting and support from HPLD staff.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>21. Interlibrary loan (ILL) services</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>22. ILL staff will use ILLIC, ILLIC user or other supporting tools to locate and borrow an item not in our catalog for patrons/residence of HPLD.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>23. If a staff receives database training, work with member staff to resolve any problems.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>25. Access to online ordering tools</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>26. Analysis of collection using Collector IQ upon request</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>30. Cataloging services</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>31. Cataloging services</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>32. Original cataloging provided for any item purchased by a member library that is not found within the ILLIC catalog, X</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>33. Copy cataloging provided for any item already in the ILLIC catalog or available from the current bibliographic utility.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>34. Horizon database maintenance</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>35. Horizon database maintenance</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>36. Collection Resources Manager negotiates discounts for all processing services including ILLIC tags and barcodes. Additional ILLIC tags can be purchased through the Bibliographic Services department at cost and billed to the Member Library.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>39. Advice from trained MLS catalog staff</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>40. I.T. infrastructure technology</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>41. Core IT services solutions</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>44. U.S. Funding, procurement, installation, administration and all required support for the integrated library system and add on services</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>45. Email services: Funding, procurement, installation, administration and all required support</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>46. Library: Funding, design, code development, installation, administration and all required support</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>47. Online Payment Services: Funding, procurement, installation, administration and all required support</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>48. Telecit: Funding, procurement, installation, administration and all required support</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>49. Internet: Funding, installation, administration and all required support</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>50. Storage, backup and recovery services: Funding, procurement, installation, administration and all required support</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>51. Mobile catalog: Funding, procurement, installation, administration and all required support</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>52. Reporting and data support for all IT services</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>53. Staff connectivity services</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>54. Network funding, equipment purchase, configuration, installation and support</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>55. Circuit funding, procurement, installation, configuration and support</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>56. Access services: funding, procurement, installation, configuration and support</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>57. Staff and public client equipment</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>58. Purchase of all client equipment needs: <strong>required to support</strong></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>59. Licensing, testing, installation and support for staff and public client equipment</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>60. Internet connectivity for public (Including Wi-Fi)</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>61. Network funding, equipment purchase, configuration, installation and support</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>62. Circuit funding, procurement, installation, configuration and support</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>63. Access services: funding, procurement, installation, configuration and support</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>64. Language line translation services (supports 200 languages)</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>65. Equipment loans (as available)</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>66. Finance and Administration</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>67. Tax collection, distribution, and payments in the same proportion as collected by HPLD.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>68. Long-range budgeting updates on property tax for budgeting purposes</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>69. Property tax allocation payment made to Members at same percentage rate as the HPLD receives from the Weald County Treasurer.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>70. Access to the HPLD Foundation’s 501(c)3 status and grant writing assistance</td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>
The following chart shows the variation between what services were offered to Member Libraries in past years and what will be offered to libraries within the participating library as we move forward. This model recognizes the fact that the intent of the original resolutions creating the District were for the purpose of establishing a revenue stream to support library services. Residents in the Participating Member service area will be honored as members of the Library District and be able to receive resident-status library cards at Shared and Branch locations if they so choose to use services available at those locations. This will allow the public to use all services without the limitations currently set on patrons living outside of the District boundaries.

<table>
<thead>
<tr>
<th>Services Available to Member Libraries – Participating Model</th>
<th>2013 Offering</th>
<th>Participating Service Model</th>
</tr>
</thead>
<tbody>
<tr>
<td>Members can access IRS determination letter by request to the Foundation or through the share drive (Grant folder).</td>
<td>Members can access IRS determination letter by request to the Foundation or through the share drive (Grant folder).</td>
<td>X</td>
</tr>
<tr>
<td>Access to grants and sponsoring training sessions.</td>
<td>Access to grants and sponsoring training sessions.</td>
<td>X</td>
</tr>
<tr>
<td>Members are welcome to contact the Foundation with any project, program or capital requests when needing funding ideas.</td>
<td>Members are welcome to contact the Foundation with any project, program or capital requests when needing funding ideas.</td>
<td>X</td>
</tr>
<tr>
<td>Foundation is available to assist with grant reviews for grants of any size and grant application assistance/consulting for grant amounts of $5,000 or higher.</td>
<td>Foundation is available to assist with grant reviews for grants of any size and grant application assistance/consulting for grant amounts of $5,000 or higher.</td>
<td>X</td>
</tr>
<tr>
<td>Management of Debt Collect Services:</td>
<td>Management of Debt Collect Services:</td>
<td>X</td>
</tr>
<tr>
<td>Debt Collect service management including trainings and consulting with Debt Collect Service Vendor.</td>
<td>Debt Collect service management including trainings and consulting with Debt Collect Service Vendor.</td>
<td>X</td>
</tr>
<tr>
<td>District orientation for new Member Directors</td>
<td>District orientation for new Member Directors</td>
<td>X X</td>
</tr>
<tr>
<td>Recruitment to fill position vacancies</td>
<td>Recruitment to fill position vacancies</td>
<td>X</td>
</tr>
<tr>
<td>Assist Members in advertising position vacancies on the hrsu website, Colorado state library website or other job sites.</td>
<td>Assist Members in advertising position vacancies on the hrsu website, Colorado state library website or other job sites.</td>
<td>X</td>
</tr>
<tr>
<td>Project management services</td>
<td>Project management services</td>
<td>X</td>
</tr>
<tr>
<td>Provide consultation with contractors</td>
<td>Provide consultation with contractors</td>
<td>X</td>
</tr>
<tr>
<td>Member/District services coordination</td>
<td>Member/District services coordination</td>
<td>X</td>
</tr>
<tr>
<td>Participation on HPLD committees, task forces and projects</td>
<td>Participation on HPLD committees, task forces and projects</td>
<td>X</td>
</tr>
<tr>
<td>Continuing education</td>
<td>Continuing education</td>
<td>X</td>
</tr>
<tr>
<td>In-house training and HPLD-sponsored workshops, seminars, round-tables on topics that pertain to mutually shared interests.</td>
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<td>X</td>
</tr>
<tr>
<td>Training on technologies support by HPLD (e.g. Horizon/mp)</td>
<td>Training on technologies support by HPLD (e.g. Horizon/mp)</td>
<td>X</td>
</tr>
<tr>
<td>In-person training classes for staff and patrons</td>
<td>In-person training classes for staff and patrons</td>
<td>X</td>
</tr>
<tr>
<td>Compilation of Annual Public Library statistical report.</td>
<td>Compilation of Annual Public Library statistical report.</td>
<td>X</td>
</tr>
<tr>
<td>Compile and report library statistics</td>
<td>Compile and report library statistics</td>
<td>X X</td>
</tr>
<tr>
<td>Advise Member libraries of pending changes in data needs</td>
<td>Advise Member libraries of pending changes in data needs</td>
<td>X X</td>
</tr>
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<td>Advise Member libraries of pending changes in data needs</td>
<td>X X</td>
</tr>
<tr>
<td>Legal inquiry</td>
<td>Legal inquiry</td>
<td>X</td>
</tr>
<tr>
<td>Serve as the point of contact for subpoenas or legal inquiries for Horizon data</td>
<td>Serve as the point of contact for subpoenas or legal inquiries for Horizon data</td>
<td>X</td>
</tr>
<tr>
<td>HPLD name badge</td>
<td>HPLD name badge</td>
<td>X</td>
</tr>
<tr>
<td>HPLD name badge for new staff</td>
<td>HPLD name badge for new staff</td>
<td>X</td>
</tr>
<tr>
<td>District survey and research services that may include member service areas (Buxton, Survey Monkey, ...)</td>
<td>District survey and research services that may include member service areas (Buxton, Survey Monkey, ...)</td>
<td>X</td>
</tr>
<tr>
<td>Outreach services:</td>
<td>Outreach services:</td>
<td>X</td>
</tr>
<tr>
<td>Multicultural services</td>
<td>Multicultural services</td>
<td>X</td>
</tr>
<tr>
<td>Outreach department partners with Member Libraries to provide Multicultural services to patrons.</td>
<td>Outreach department partners with Member Libraries to provide Multicultural services to patrons.</td>
<td>X</td>
</tr>
<tr>
<td>Mobile services to schools or other gathering places in member service area</td>
<td>Mobile services to schools or other gathering places in member service area</td>
<td>X</td>
</tr>
<tr>
<td>Outreach works with member libraries to provide services to locations in the Member service area.</td>
<td>Outreach works with member libraries to provide services to locations in the Member service area.</td>
<td>X</td>
</tr>
<tr>
<td>Provide computer class support including curriculum, training, and refresher.</td>
<td>Provide computer class support including curriculum, training, and refresher.</td>
<td>X</td>
</tr>
<tr>
<td>Public Computer Centers (PCCs)</td>
<td>Public Computer Centers (PCCs)</td>
<td>X</td>
</tr>
<tr>
<td>PCCs located in member service areas: Ault (Hulbert), Hudson (Lochbuie &amp; Keenesburg), Johnstown (Meiken), Ault (Hunn &amp; Mcnaes)</td>
<td>PCCs located in member service areas: Ault (Hulbert), Hudson (Lochbuie &amp; Keenesburg), Johnstown (Meiken), Ault (Hunn &amp; Mcnaes)</td>
<td>X</td>
</tr>
<tr>
<td>PCC installation, maintenance and management</td>
<td>PCC installation, maintenance and management</td>
<td>X</td>
</tr>
<tr>
<td>Public Information/Programming</td>
<td>Public Information/Programming</td>
<td>X</td>
</tr>
<tr>
<td>Expanded web calendar and room reserve</td>
<td>Expanded web calendar and room reserve</td>
<td>X</td>
</tr>
<tr>
<td>Provide support for member library’s events calendar available through the District’s website.</td>
<td>Provide support for member library’s events calendar available through the District’s website.</td>
<td>X</td>
</tr>
<tr>
<td>Provide support for each member library to utilize Expanded room reserve available through the District’s website</td>
<td>Provide support for each member library to utilize Expanded room reserve available through the District’s website</td>
<td>X</td>
</tr>
<tr>
<td>Templates for promotional materials</td>
<td>Templates for promotional materials</td>
<td>X</td>
</tr>
<tr>
<td>Include member stories on any collaborative promotional materials when appropriate and available.</td>
<td>Include member stories on any collaborative promotional materials when appropriate and available.</td>
<td>X</td>
</tr>
<tr>
<td>Coordination of district-wide programming</td>
<td>Coordination of district-wide programming</td>
<td>X</td>
</tr>
<tr>
<td>Coordinate special events and programs in which branch and member libraries choose to participate in.</td>
<td>Coordinate special events and programs in which branch and member libraries choose to participate in.</td>
<td>X</td>
</tr>
<tr>
<td>Library cards</td>
<td>Library cards</td>
<td>X</td>
</tr>
<tr>
<td>Design, produce and disseminate library cards for all libraries within HPLD.</td>
<td>Design, produce and disseminate library cards for all libraries within HPLD.</td>
<td>X</td>
</tr>
<tr>
<td>Advertising</td>
<td>Advertising</td>
<td>X</td>
</tr>
<tr>
<td>Fund and place advertisements in phone books, newspapers and various northern Colorado publications.</td>
<td>Fund and place advertisements in phone books, newspapers and various northern Colorado publications.</td>
<td>X</td>
</tr>
<tr>
<td>Email services</td>
<td>Email services</td>
<td>X</td>
</tr>
<tr>
<td>Staffing/support and funding of all calls that come into the 1-800-841-READ (1-232) number.</td>
<td>Staffing/support and funding of all calls that come into the 1-800-841-READ (1-232) number.</td>
<td>X</td>
</tr>
<tr>
<td>Staffing/support and funding of online communication services such as chat and email</td>
<td>Staffing/support and funding of online communication services such as chat and email</td>
<td>X</td>
</tr>
<tr>
<td>KEY DIFFERENCES BETWEEN 2013 SERVICE OFFERINGS AND PARTICIPATING MODEL</td>
<td>KEY DIFFERENCES BETWEEN 2013 SERVICE OFFERINGS AND PARTICIPATING MODEL</td>
<td>X</td>
</tr>
<tr>
<td>Service offerings are refocused to original requirement of funds collection and distribution per the resolutions forming the Library District</td>
<td>Service offerings are refocused to original requirement of funds collection and distribution per the resolutions forming the Library District</td>
<td>X</td>
</tr>
<tr>
<td>Patrons will access all District services and resources using the High Plains library card at branch and shared locations</td>
<td>Patrons will access all District services and resources using the High Plains library card at branch and shared locations</td>
<td>X</td>
</tr>
<tr>
<td>Local library to issue separate library card</td>
<td>Local library to issue separate library card</td>
<td>X</td>
</tr>
</tbody>
</table>
The following chart shows the variations between what services were offered to Member Libraries in past years and what will be offered to libraries selecting shared services as we move forward. It serves to demonstrate the changes between past and future practices. The primary focus of the services provided is to support a consistent customer experience for accessing information services – primarily seen through the Integrated Library System (ILS) and supporting tools for finding and printing information (computers, printers, copiers, etc.). This model recognizes the intent of the original IGA of sharing resources within all District community members.

<table>
<thead>
<tr>
<th>Services Available to Member Libraries - Shared Model</th>
<th>2013 Offering</th>
<th>Shared Model</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Collection Resources</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Access to all materials at all libraries participating in High Plains Library District</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>3. High Plains Library District has over 1,000,000 items, accessible to anyone who has an active HPLD library card in good standing.</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>4. Materials purchasing/centralized order management</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Acquisition department will order on behalf of the Member library and be able to return any items that are not of high volume purchasing.</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>6. Collection development staff coordinate/create/maintain/update standing order plans for books and periodicals.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Staff connectivty services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Collection Resources Manager negotiates discounts for all vendors used by the department (book, media and periodicals).</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>9. Collection Resources Manager negotiates discounts for all vendors used by the department (book, media and periodicals).</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>10. Materials processing/standardized processing for Items purchased/cataloged through Bibliographic Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11. Items ordered through Bibliographic Services will receive barcodes, RFID tags, spine labels, mylar covers per district standards</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>12. Courier service to transport library materials Monday through Saturday</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>13. Library schedule maintenance for north and south routes</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>14. Ongoing maintenance and access to online databases and search software</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15. Negotiate prices for database and electronic resource access (include eBooks and databases)</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>16. Membership staff receives database training upon request</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>17. Ongoing support for Horizon systems, titles, or other supporting tools to locate and borrow an item not in our catalog for patrons/residence of HPLD.</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>18. IL staff responds to member patron requests and work with member staff to resolve any problems.</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>19. Access to collection development tools and resources to build collections.</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>20. Advice from the collection development department when questions arise.</td>
<td>A</td>
<td>X</td>
</tr>
<tr>
<td>21. Analysis of collection using Collection HQ upon request</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>22. Cataloging services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>23. Original cataloging provided for any item purchased by a member library that is not found within the OCLC catalog.</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>24. Copy cataloging provided for any item already in the HPLD catalog or available from the current bibliographic utility.</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>25. MARC database maintenance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>26. Bibliographic Services staff will update Horizon databases including deleting bibliographic records with no holdings.</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>27. Maintain the integrity of the Horizon database through regular authority control, subject searching practices and patron purges.</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>28. Collection Resources Manager negotiates discounts for all processing supplies including RFID tags and barcodes. Additional RFID tags can be purchased through the Bibliographic Services department at cost and billed to the Member Library.</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>29. Advice from trained MIS catalogers</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>30. Information Technology</td>
<td></td>
<td></td>
</tr>
<tr>
<td>31. Core IT services solutions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>32. ILS: Funding, procurement, installation, administration and all required support for the Integrated Library System and add on services.</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>33. OPAC: Funding, procurement, installation, administration and all required support for the public catalog</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>34. Email services: Funding, procurement, installation, administration and all required support</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>35. MyLibrary: Funding, design, code development, installation, administration and all required support</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>36. Circulation services: Funding, procurement, installation, administration and all required support</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>37. Teleloc: Funding, procurement, installation, administration and all required support</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>38. Teleprint: Funding, procurement, installation, administration and all required support</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>39. Storage, backup and recovery services: Funding, procurement, installation, administration and all required support</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>40. federated cataloging: Funding, procurement, installation, administration and all required support</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>41. Reporting and data support for all IT services</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>42. Staff connectivity services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>43. Network equipment funding: Funding, purchase, configuration, installation and support</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>44. Circuit funding: Purchase, installation, configuration and support</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>45. HPLD access services funding: Purchase, installation, configuration and support (remote access).</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>46. Infrastructure cabling funding: Purchase, installation, and support (not currently available to members)</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>47. Internet connectivity for public (including Wi-Fi)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>48. Network: Funding, equipment purchase, configuration, installation and support</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>49. Circuit: Funding, purchase, installation, configuration and support</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>50. Access services funding: Purchase, installation, configuration and support</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>51. Staff and public client equipment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>52. Purchase of all client equipment needs <strong>Required for support</strong></td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>53. Configuration, testing, installation and support for all staff and public client equipment</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>54. **Staff and public client software (as required due to licensing requirements)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55. **Operating system: Funding, purchase, testing, configuration, installation and support</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>56. **Database solutions: Funding, purchase, testing, configuration, installation and support (includes SQA)</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>57. **Antivirus and other security tools: Funding, purchase, testing, configuration, installation and support</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>58. **Public use management: Funding, purchase, testing, configuration, installation and support</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>59. **Public print service management: Funding, purchase, testing, configuration, installation and support</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>60. **Web filtering: Funding, purchase, testing, configuration, installation and support</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>61. **Public software: Funding, purchase, testing, configuration, installation and support</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>62. **Web lock down software (for public): Funding, purchase, testing, configuration, installation and support</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>63. **Automated deployment services: Funding, purchase, testing, configuration, installation and support</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>64. **Removal or recycling of computer and IT equipment</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>65. Language line translation services (supports 240 languages)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>66. Funding, procurement, configuration, installation and management of the language line service</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>67. Equipment loans (as available)</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>68. Finance and Administration</td>
<td></td>
<td></td>
</tr>
<tr>
<td>69. Tax collection, distribution, and payments in the same proportion as collected by HPLD.</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>70. Property tax reconciliation payment made to members at some percentage rate as the HPLD receives from the taxing county</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>71. Tax rate calculation</td>
<td>X</td>
<td>X</td>
</tr>
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</table>
The following chart shows the variations between what services were offered to Member Libraries in past years and what will be offered to libraries selecting shared services as we move forward. What is noted below is not a comprehensive list of action but serves to demonstrate the changes between past and future practices.

The primary focus of the services provided is to support a consistent customer experience for accessing information services – primarily seen through the integrated Library System (ILS) and supporting tools for finding and printing information (computers, printers, copiers, etc.). This model recognizes the intent of the original GSA of sharing resources with all District community members.

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<th>Shared Model</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Services Available to Member Libraries -- Shared Model</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Access to the HPFD Foundation’s 501(c)(3) status and grant writing assistance</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>2. Members can access IRS determination letter by request to the Foundation or through the share drive (Grant folder).</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>3. Access to grants and sponsorship training sessions.</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>4. Members are welcome to contact the Foundation with any project, program, or capital requests when needing funding ideas. Foundation is available to assist with grant reviews (or grants of any size) and grant application assistance/consulting for grant amounts of $5,000 or higher.</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>5. Management of Debt Collect Services:</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>6. New collect service management including trainings and consulting with debt collect service vendors.</td>
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<td>X</td>
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<td>X</td>
</tr>
<tr>
<td>8. Recruitment to fill position vacancies</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>9. Assist Members in advertising position vacancies on the HPFD website, Colorado State library website or other job sites.</td>
<td>X</td>
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</tr>
<tr>
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<td>X</td>
<td>X</td>
</tr>
<tr>
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<td>X</td>
</tr>
<tr>
<td>12. Member/District services coordination</td>
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<td>X</td>
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<tr>
<td>13. Cooperation on various committees, task forces and projects</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>14. Continuing education</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>15. In-house training and HPFD-sponsored workshops, seminars, round-tables on topics that pertain to mutually shared interests.</td>
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<td>X</td>
</tr>
<tr>
<td>16. Training on technologies support by HPFD (i.e. Horizon/Mhp)</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>17. Urine training clips for staff and patrons</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>18. Computation of Annual Public Library statistical report.</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>19. Complain and report error statistics</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>20. Advise member libraries of pending changes in data needs</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>21. Legal Inquiry</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>22. Serve as the point of contact for subpoenas or legal inquiries for Horizon data</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>23. HPFD name badge</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>24. First name badge for new staff</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>25. District survey and research services that may include member service areas (Survey Monkey, ...)</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>26. Outreach Services</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>27. Multicultural services</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>28. Outreach department partners with Member libraries to provide Multicultural services to patrons.</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>29. Outreach services to schools or other gathering places in member service area</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>30. Outreach works with member libraries to provide services to locations in the member service area.</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>31. Provide computer class support including curriculum, training, and retention.</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>32. Public Computer Centers (PCC)</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>33. PCCs located in member service areas: Hudson (Lochbuie &amp; Keenesburg), Johnstown (Milliken), Ault (Nunn &amp; Pierce)</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>34. PCC Installation, maintenance and management</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>35. Public Information/Programming</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>36. Evanced web calendar and room reserve</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>37. Provide support for each member library to utilize Evanced room reservation available through the District's website.</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>38. Can provide support for each member library to utilize Evanced room reservation available through the District's website.</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>39. Template for promotional materials</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>40. Include member libraries on any collaborative promotional materials when appropriate and available.</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>41. Coordination of district-wide programming</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>42. Coordinate special events and programs in which branch and member libraries choose to participate in.</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>43. Library cards</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>44. Design, produce and disseminate library cards for all libraries within HPFD.</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>45. Advertising</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>46. Funds and places advertisements in phone books, newspapers and various northern Colorado publications.</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>47. Virtual Services</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>48. Staffing/management/support and funding of all calls that come into the 1-888-861-READ (7232) number</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>49. Staffing/management/support and funding of online communication services such as chat and email</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td><strong>KEY DIFFERENCES BETWEEN 2013 SERVICE OFFERINGS AND SHARED SERVICE MODEL</strong></td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>50. Districts to purchase, pay for and implement standard, core technology including desktops, printers, copiers, PC self reservation stations, self checks ... (this service was previously offered in 2012 and has largely been in place in H Lupton since August 2013)</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>51. District will RFID tag all existing, as well as new which it does today, materials</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>52. All cataloging including copy cataloging will be provided by the Collection Resources department</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>53. Inclusion in training services for use of ILS, technology, and collection related trainings</td>
<td>X</td>
<td>X</td>
</tr>
</tbody>
</table>
## MODEL HIGHLIGHTS

### PARTICIPATING ORGANIZATION MODEL (independent library services)

<table>
<thead>
<tr>
<th>Included in the scope of services</th>
<th>Responsibility of member library</th>
</tr>
</thead>
<tbody>
<tr>
<td>District managed distribution of annual funds per the original resolution of 2/3, 1/3</td>
<td></td>
</tr>
<tr>
<td>Copies of HPLD electronic catalog records</td>
<td>Collection services (purchasing, cataloging and processing)</td>
</tr>
<tr>
<td>If desired, coordination of quarterly meeting for the purpose of general information sharing and invitations to HPLD training opportunities</td>
<td>Interlibrary Loan</td>
</tr>
<tr>
<td>Patrons will be eligible for a High Plains library card through which they have access to all HPLD services online or at the Branch locations</td>
<td>Technology</td>
</tr>
<tr>
<td></td>
<td>Courier service</td>
</tr>
<tr>
<td></td>
<td>Outreach services, including Bookmobile</td>
</tr>
</tbody>
</table>

### SHARED SERVICES MODEL (resource sharing)

<table>
<thead>
<tr>
<th>Included in the scope of services</th>
<th>Responsibility of member library</th>
</tr>
</thead>
<tbody>
<tr>
<td>All services included in the Participating Organizational Model</td>
<td></td>
</tr>
<tr>
<td>Shared collection (centralized catalog) including courier management and ILL services</td>
<td>Selecting materials for the collection</td>
</tr>
<tr>
<td>Collection purchasing, cataloging and processing.</td>
<td>Costs associated with purchasing materials and supplies including paper, batteries, etc</td>
</tr>
<tr>
<td>Full technology services and support including purchase and funding of equipment and software</td>
<td>Local phone systems and lines. Centralized Virtual Library call support.</td>
</tr>
<tr>
<td>Outreach services, as requested.</td>
<td></td>
</tr>
</tbody>
</table>
**ILS Selection and Implementation**

- **Contracting starts - 2 cost models**
- **Implementation planning begins**
- **Member decision deadline Jan 31, 2014.**
- **Implementation Prep (equipment purchase, installation, software installation, data clean up, etc.)**
- **Notice to members by Nov 30, 2013**
- **Refined contract details finalized, implementation plan updated with outcome**
- **Testing**
- **Training content creation**
- **Training**
- **Nov 2014 move to new ILS and related services**

Timeline:
- Oct 2013
- Nov 2013
- Dec 2013
- Jan 2014
- Feb 2014
- March 2014
- Q2 2014
- Q3 2014
- Q4 2014
Timeline: Participating Organization Selected


- **Member decision deadline Jan 31, 2014**

- **Nov 2014 District moves to new ILS and related services**

- **Notice to members by Nov 30, 2013**

- **District will develop and deliver patron communication on upcoming changes for their patrons**

- **August 2014: Data circuits will be disconnected, District owned equipment removed, client equipment formatted to remove all licensing, library records will be extracted from the catalog and sent to the member contact. Courier and ILL services will stop.**

Note: If no service model has been formally selected or acknowledged by a member by Feb 1, 2014 the Participating Organization model will be considered their formal selection.
## Timeline: Shared Services Selected

|----------|----------|----------|----------|----------|------------|---------|---------|---------|

- **Nov 2014 District moves to new ILS and related services**
- **Notice to members by Nov 30, 2013**
- **Member decision deadline Jan 31, 2014**

- **Feb – remainder of 2014: District ILS work per selection and implementation timeline**
  - District will update technology, including equipment, coordinate with member Directors to schedule implementation of any new services. Timeline for new ILS and all associated changes will be managed as part of the District transition.
Did You Know

High Plains Library District
2650 W. 29th Street  •  Greeley, CO 80631  •  MyLibrary.us
DID YOU KNOW

- High Plains has been on a Sirsi/Dynix product for approximately 26 years.
- The District governance structure was grandfathered into revised library law as we have not been compliant with formation requirements of library districts since 1994.
- The seven member High Plains Library District Board is made up of a Trustee-at-Large as well as one representative who resides in each of six service areas.
- The mill levy is currently 3.249 for all properties within the District, with the exception of the Town of Platteville. Constituents in Platteville are taxed at 1.49 mills.
- After the closure of the regional system in late 2003, the District took responsibility for managing courier and ILL services.
- Current inconsistencies and what it looks like to patrons
  o Due dates for materials vary depending on which library owns the item (which the patron doesn’t know).
    ▪ Example: if you check out 3 books from 3 different locations 1 may be due in a week, another in 2 weeks, and the third in 3 weeks.
  o Some locations charge fines, some do not. Depending on where you check out the books your fines and fees will vary
  o Some locations charge for print services, some do not.
  o Some locations have self service for pc reservation, printing, or checkout; some require staff intervention.
  o Some locations personally call patrons regarding the availability of items on hold, some use automated services.
  o Locations file their books and categorize materials differently.
  o Some locations select which holds to fill depending on where the patron resides and/or how popular the material is for local patrons. Customers experience this as never getting the items they requested.
  o Some locations use a debt collection service, some do not.
- The estimated value of library print and electronic materials is over $10,000,000
- High Plains bookmobile provides roughly 75 hours of service each month in member areas.
- District bookmobile and outreach currently provide services to the following locations in the member service areas:
  o Pierce
  o Nunn
  o Keenesberg
  o Lochbuie
  o Milliken
  o Galeton
### Cardholders

- **Branch**: 82%
- **Ault**: 1%
- **Eaton**: 3%
- **Ft Lupton**: 4%
- **Hudson**: 2%
- **Johnstown**: 2%
- **Platteville**: 6%

### Circulation

**September 2013**

<table>
<thead>
<tr>
<th>Location</th>
<th>Circulation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Branch</td>
<td>136,208</td>
</tr>
<tr>
<td>Ault</td>
<td>2,695</td>
</tr>
<tr>
<td>Eaton</td>
<td>5,090</td>
</tr>
<tr>
<td>Ft Lupton</td>
<td>4,113</td>
</tr>
<tr>
<td>Hudson</td>
<td>1,747</td>
</tr>
<tr>
<td>Johnstown</td>
<td>9,759</td>
</tr>
<tr>
<td>Platteville</td>
<td>2,572</td>
</tr>
</tbody>
</table>
Series1 3% 97% 15% 85%

Unique Cardholders That Used Services In Sept 2013
(based on circulation, pc reservation data)

<table>
<thead>
<tr>
<th>Branch</th>
<th>Ault</th>
<th>Eaton</th>
<th>Ft Lupton</th>
<th>Hudson</th>
<th>Johnstown</th>
<th>Platteville</th>
</tr>
</thead>
<tbody>
<tr>
<td>Borrower activity</td>
<td>19,781</td>
<td>369</td>
<td>692</td>
<td>986</td>
<td>325</td>
<td>1,260</td>
</tr>
</tbody>
</table>
Item Count % of Total Collection

- Branch: 73%
- Johnstown: 5%
- Fort Lupton: 7%
- Eaton: 3%
- Ault: 6%
- Hudson: 2%
- Plattville: 4%

Oct. 2013 Item Counts

<table>
<thead>
<tr>
<th>Location</th>
<th>Number of Items</th>
</tr>
</thead>
<tbody>
<tr>
<td>Branch</td>
<td>566,913</td>
</tr>
<tr>
<td>Ault</td>
<td>46,457</td>
</tr>
<tr>
<td>Eaton</td>
<td>24,633</td>
</tr>
<tr>
<td>Fort Lupton</td>
<td>54,349</td>
</tr>
<tr>
<td>Hudson</td>
<td>17,705</td>
</tr>
<tr>
<td>Johnstown</td>
<td>36,196</td>
</tr>
<tr>
<td>Plattville</td>
<td>33,338</td>
</tr>
</tbody>
</table>

Series1
The High Plains Library District, which provides library services for 230,000 residents of Weld and neighboring counties, is continuing a tradition of sharing knowledge and information that began with formation of the Union Colony in Colorado territory.

When Horace Greeley, Nathan Meeker and other early leaders met in December 1869 to write a constitution for Union Colony, one of the agenda items was “the establishment of a reading room and library free to all members.” Meeker became the founder of the Union Colony, which later became the City of Greeley.

The Reading Room was established only a few months after the first colonists settled and is mentioned in the very first edition of the Greeley Tribune on November 16, 1870.

By December a Dramatic Society had been formed to raise funds for a public library. The group devised various ways to raise funds, but each time the money was used for irrigation canals and other projects deemed more essential for the colony.

The library movement, however, refused to die out and after a few years a set of encyclopedias was obtained for public use and kept in a drug store. New reading rooms opened in 1878 and the newspaper reported that, “The rooms are fitted up in a cozy and attractive manner, and as the ladies are taking a leading part in the management, its success is assured.”

The Greeley Library Association was formed in 1885 and money was raised through public subscriptions. In 1890 the stockholders turned the library over to the City of Greeley, which appropriated an annual library budget of $500.

A library building was opened in 1909 and served the people of Greeley until a new building was constructed in 1968.

The establishment of a county library was made possible by a law passed in 1929 by the Colorado General Assembly. The following year, Albert Carter of the Colorado State College of Education (now University of Northern Colorado) spoke to several area groups, including the Greeley branch of the
American Association of University Women, urging creation of a library for Weld County.

Shortly thereafter, Helen Thomas, then librarian of the Greeley Public Library, met with the Greeley Women’s Club and proposed the establishment of a county library. In 1931 the American Association of University Women donated $50 to start a county library and another donation of $70 came from the Greeley Women’s Club.

This money was used to purchase a few dozen books and a shoe box for filing paper and pencils. More books were soon donated and the new library began to function.

Designed for use by one-room, one-teacher schools, teachers were allowed to check out one book per month for each student with a privilege of renewal. A membership fee of one dollar per teacher per year was charged. The Greeley City Library Board allowed the County Library to house the collection in an unused basement room of the City Library.

Thousands of books were added to the collection over the years through donations and purchases. Those in charge of the County Library served without pay but their hope was that the County would take on the library as a department so a larger and better library could

Above: Two librarians in 1952.

be developed for outlying school districts. This led to an extensive marketing program aimed at stirring public enthusiasm for the project.

During the depression days of the 1930s, library service was expanded by the involvement of the WPA and the National Youth Administration project. Towns and communities began providing locations for branch libraries in rural communities. In Grover, an empty office building was cleaned, redecorated and furnished with shelves. The communities of Gill, Pierce, Johnstown, Keenesburg and Galeton provided empty rooms in schools. A town hall was offered in Frederick; an empty building was rented by the town council in Erie. Smaller libraries in Eaton, Nunn, Fort Lupton, Platteville and Windsor became active branches and distribution centers.

Bookmobile service began in 1937 with one bus shared on alternate months with Larimer County. By 1939, Weld County had acquired its own bus, which traveled to each school.

The vision of that era was to have a library in every community. By 1940 there were thirty branch libraries in Weld County.

The Hudson Public Library was founded in 1951. Platteville became part of the Weld County Library System in 1958, followed by Fort Lupton Library in 1961.

Weld County Library built a contemporary brick building in 1960 on land leased from the City of Greeley for one dollar per year. This building has been expanded and remodeled several times and is currently known as the Centennial Park Library.

The Weld Library District was established in 1986 and the Greeley Public Library, now called Lincoln Park Library, became a branch of the Weld Library District in 1990. The name was changed to High Plains Library District in 2008.

Today, the High Plains Library District includes Carbon Valley Regional Library in Firestone, Centennial Park Library in Greeley, Eaton Public Library in Eaton, Farr Regional Library in Greeley, Fort Lupton Public and School Library in Fort Lupton, Glenn A. Jones M.D. Memorial Library in Johnstown, Hudson Public Library in Hudson, Lincoln Park Library in Greeley, Northern Plains Public Library in Ault, and Platteville Public Library, Platteville.

The $400 annual library budget of 1889 has grown to yearly revenue of $18.4 million. The district maintains a collection of nearly 750,000 items and serves nearly 118,000 active borrowers.

Looking to the future, the High Plains Library District’s Long Range Plan is dedicated to maintaining its commitment to lending materials, providing good customer service and access to the Internet; creating opportunities to increase literacy; building collections people want and need; working to close the digital divide throughout the district; and expansion of registered borrowers to at least one borrower card per household.

For more information, visit www.MyLibrary.us.
Weld County Library was founded in 1931 as a response to a library law passed in 1929 by the Colorado General Assembly, House Bill No. 181. This law permitted counties to establish public libraries and to obtain extension of library service to all parts of the county.

When Weld County Library began in 1931, any school in the county could obtain books from the library if they paid their membership fee of one dollar and picked up the books themselves. Circulation doubled the first year. Since the success of libraries is measured by circulation, this was considered a huge accomplishment. Weld County Library was the first county library established in the state and was a model for other county libraries to follow.

Bookmobile service began in 1939 with a converted truck. The intention of the bookmobile was to reach schools and small towns in isolated areas of the county that might otherwise not be served. Bookmobile remains a vital and important service to residents of remote areas of the county.

Over the years, other small libraries in towns across the county were established and an advantage to all libraries in the county took place when the library district was formed. This increased the collections of all libraries because all could easily borrow from one another with the benefit going to the patrons. Weld Library District was formed in 1986. In 1988 Weld Library District became aware that the area in southwestern Weld County was not being adequately served and established a branch library at Frederick, CO, called the Carbon Valley Branch. This extended the benefit of the county library system even farther. The size of the Carbon Valley Branch was doubled in 1993 to meet the growing needs of population increases in southwestern Weld County.

Greeley Public Library was established in 1907 and was limited in that the intent was to serve the citizens of the city of Greeley only. When Weld Library District was formed in 1985, Greeley Public Library joined the district as a member library. As a cost saving measure in 1990, the city of Greeley decided to cut the entire funding of Greeley Public Library. The city approached Weld Library District and asked if Weld would be interested in taking the library over from the city. Weld Library District voted to acquire Greeley Public Library and made it the fourth branch in the system. The name was changed to Lincoln Park Branch Library and the entire collection, staff and facility was added to the Weld Library District branch system.

Weld Library District currently comprises 4 branch libraries: Centennial Park Branch, Lincoln Park Branch, Carbon Valley Branch and Bookmobile Services; 6 member libraries: Ault, Eaton, Fort Lupton, Hudson, Johnstown and Platteville; an affiliated library: Wellspring Library at North Colorado Medical Center; 7 book deposit stations: Briggsdale Community Library, Evans Senior Center, Hereford, Hudson Prairieview Senior Center, Pierce Senior Center and a Kiosk at Valley High School, Gilcrest. Weld Library District is a member of the High Plains Regional Library System. The library participates in a statewide interlibrary loan system, offers books-by-mail and delivery of
items to the homebound. The library is supported by tax dollars from Weld County citizens.

Adult programming began at Weld Library District in 1992. The idea came to Sue Hurt, Centennial Park Branch manager, when she was attending the Rocky Mountain Book Festival of that year and saw a brochure from the Colorado Endowment for the Humanities. It occurred to her that the library had programming for children and young adults, but nothing was available for adults. Hurt saw a real need in that area. Programming began with monthly Saturday programs: author’s hour, writer’s workshops, celebration of National Library Week, Time for Tales (a reading hour provided for developmentally disabled adults) and Weld Library Book Club. Since that time, adult programming has expanded to include Summer Reading Programs (1994) and Chautauqua presentations (1998) from speakers provided through funding grants from the Colorado Endowment for the Humanities. Weld Library District believes that it is the mission of the library not only to provide books, but other services to promote the lifelong learning process of the citizens of Weld County.
Anticipated Questions

High Plains Library District
2650 W. 29th Street • Greeley, CO 80631 • MyLibrary.us
ANTICIPATED QUESTIONS

Question: Why isn’t a menu of service options presented so that participants can pick and choose services?

Response: For the benefit of patrons we strive to offer a consistent customer experience. Establishing consistent expectations with patrons allows all libraries to better meet or exceed customer needs. By establishing consistent service deliverables we can save time and more cost effectively manage, modify and change services based on customer demands.

Question: Can a library pick and choose what model it wants to pursue each year?

Response: Each member library can select which model is the best fit for them. The status of a Participating Library can change at any time. The Shared Services Library contract would be in effect for four years, after which the library can change status. The four year term was selected to recognize the District’s investment in new equipment.

Question: What if my location selects the Shared Services model but wants to do something different with technology or collections?

Response: If the shared services model is selected, technology and collections services will be delivered and managed by the District. Requests will be reviewed and prioritized in a collaborative fashion, taking into account the unique character of each location.

Question: If the Participating Organization option is selected, what would happen next?

Response: Refer to the implementation timelines included in the Model and Timeline Overview section of this document.

Question: If the Shared Services model is selected, does that mean my entire collection will be tagged and setup with RFID?

Response: Yes. In order to honor customer preferences as well as efficiencies such as self-check and inventory management, collections at Shared Service locations will be tagged.
Question: If the Participating Model is selected, would the member library still get Bookmobile service in their area?

Response: No. A Participating Library would be responsible for providing all library services within their specific geographic boundaries.

Question: Six months to transition to a new model seems to short. Can more time be allotted for the decision or change?

Response: Consortium and vendor research determined that for smaller libraries, a three month transition schedule to a hosted ILS service is feasible. Given this, if the Participating Organization model was selected, six months from the decision point on January 31, 2014 constitutes sufficient time in which to accommodate a transition of local library services as well as not impeding the District migration to a new ILS.

Question: Why can’t High Plains work like other consortiums like Marmot?

Response: Consortia management requires ongoing dedicated staffing. Marmot, for example, has eleven staff members to manage the integrated library system. To offer similar services here would be at the expense of providing more variety of services that the public appreciates.

Question: How does the District have enough money to support all our technology and collections and, what if they can’t afford to do so in the future?

Response: HPLD invests in production and efficiency technologies that aide in cost effective management of IT and Collection Resources, administration functions and public services. In addition, there are significant savings through quantity purchasing – for materials, hardware, and software licensing. Strategic planning and long-range planning, accompanied by financial forecast modeling allow the District to plan ahead, anticipating fluctuations in property tax revenue. It is our intent to find sustainable routes to meeting the demands and needs of our public.

Question: If my location selects the Participating Organization service model, shouldn’t I get more money back since it won’t cost the District as much?

Response: The founding documents for the District are clear: local libraries receive 2/3 of the property tax collected within each of their service areas. The District will continue to provide and financially support any services for patrons who reside within the boundaries of the High Plains Library District and wish to use these services through District branches.
**Question:** How is the Shared Services model different than being a branch?

**Response:** In the Shared Services model, the member library board and management continue with full responsibility for facility, staff, and collection development. The local library is responsible for facilities, human resources, accounting, marketing, and programming services. The local library will remain the first point of contact for their patron calls.

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**Question:** This is confusing; we just renewed our IGA and/or reached an agreement on the PCCs so why is this coming up within months of those discussions? What’s to keep this from happening again in a few months?

**Response:** Operational processes include the renewal of the IGAs and PCC discussions continued as they normally would while the full impact of a new ILS and the resolution clarification were determined. It was business as usual until the information related to the ILS and resolutions could be weighed. Looking forward, there are no significant activities in the next 5 years planned that are anticipated to result in altering agreements but as in any business, environments are fluid and require we remain flexible and adapt as necessary. For Public Computing Center agreements, if a library selects the Participating Organization model the District will agree to continue support through December 31, 2014.

---

**Question:** Are these new service models compliant with legal documents currently in place at High Plains Library District?

**Response:** Parameters for specific services from the District to the member libraries were not provided in the original resolutions, Ordinance 137 and the Intergovernmental Agreements of 1985. At that time, the District provided members with centralized purchasing/processing of materials and catalog cards for those purchased and processed materials. Later, access to the ILS and databases were added. The former state-funded regional library system, disbanded in 2003, provided Courier services, general training for the region, and interlibrary loan. Subsequently, the District has taken on those services for the member libraries.

Since 2007 the District has provided a list of services available to member libraries, updated annually. The models described in this document revise that list and would be incorporated into a new IGA with each entity.

---

**Question:** With the Shared Services model will we still connect via remote access?

**Response:** Potentially yes. Access to HPLD technology services can and will vary based on the availability and cost of connectivity. High Plains continually seeks out affordable access, which varies based on each community, and upgrades services as new solutions become available.
**Question:** With the Shared Services model won't there still be a high level of ambiguity?

**Response:** The Shared Services model was developed as one that optimizes available resources through more consistent service and support while at the same time providing a more seamless customer experience. However, in complex, multiparty relationships that operate over time, not every service function or scenario can be accounted for at the onset. With the Shared Services model it is important for involved organizations to work in the spirit of the agreement and the guiding principles of:

- Providing a consistent patron experience wherever assessed as feasible or appropriate
- Optimizing available resources
- Pursuing simple solutions to avoid the high cost of complex services

If a party repeatedly demonstrates a failure to participate or adhere to the intent and spirit of the Shared Services model, the District and local library agree to work for a period of up to three (3) months to resolve points of contention and an additional three (3) months, if agreed to by both parties, with third party mediation support for which funding would be split between all involved parties. If a mutually satisfactory agreement cannot be reached after the six (6) month period, unless agreed upon otherwise the default path for resolution is that notice be issued initiating a nine (9) month transition schedule for the local library to convert to the Participating Organization model.
Included Materials

- Timeline of Legal Actions
- Colorado Library Law – The Quick Guide
- 5-20-2013. Memorandum to High Plains Library District Board of Trustees and Executive Director, from Nathan Godsey, Attorney, discussing the establishment of the Weld Library District and its relationship with the Member Libraries.
- 1985 Resolutions of the Towns and Cities of Ault, Hudson, Fort Lupton, Greeley, Platteville, Johnstown, Eaton, Evans, Weld County
- 1985. Agreements between the Weld Library District and: Towns of Ault, Johnstown, Platteville, Hudson, Eaton, City of Fort Lupton
- 2007. Agreement Concerning Participation in the Weld Library District and the City of Fort Lupton and Fort Lupton Public and School Library, Towns of Eaton, Hudson
- 2008. Agreement Concerning Participation in the Weld Library District and the Towns of Platteville, Johnstown
- 2012. Agreement Concerning Participation in the High Plains Library District and the Towns of Eaton, Hudson
Timeline Overview

- **1985**
    - September 10, 1985 – Fort Lupton School District R-8 approve the formation by resolution.
  - September 11, 1985 -- Weld County approval of Ordinance No. 137: Emergency Ordinance Establishing the Weld Library District in Conjunction with Certain Governmental Units of Weld County.

- **~1986-1988** the District began the transition to an electronic catalog

- **~1995-1997** the card catalogs were decommissioned

- **~1999-2000**
  - Bond passes raising the mill levy from 1.49 to 3.249 in all areas of the District, except the Town of Platteville.
  - Existing regional library system that provided courier service, ILL along with DPL, and training to area libraries dissolves
    - District assumes responsibility and costs of managing the courier and ILL services

- **2001**
  - District library staff no longer County employees - District establishes own Finance, Human Resources and other supporting service departments
  - Witwer, Oldenburg, Barry & Bedingfield LLP provide findings to assist with clarification of District partnerships
    - "At no time has the statute been a model of clarity, particularly with respect to the establishment and maintenance of library Districts."
    - "The statute did not clarify what was meant by participation."

- **2007**
  - In attempt to clarify the partnership and services, new 5 year IGA issued with annual review of services
    - September 17, 2007 Ft Lupton and Eaton signed
    - November 7, 2007 Hudson signed
    - Ault never signed this IGA
• Platteville signed in 2008
• Johnstown signed in 2009

• **2008**
  o HB 09-1072 Clarifies current Library Law – High Plains grandfathered in but not legal by current standards
  o Jan 1, 2001 Platteville signs most recent IGA issued in 2007

• **2009**
  o February 18, 2009 Johnstown signed updated IGA originally issued in 2007

• **2011**
  o December 1, 2011 – City of Ft Lupton called meeting to review relationship

• **2012**
  o Expiration of IGAs for Ft Lupton, Hudson

• **2013**
  o January 1, 2013 Platteville IGA expired
  o July 16, 2013 – Weld County Commissioners send letter of expectations to High Plains Library District.

• **2014 (upcoming)**
  o Proposed - Jan 31, 2014 decision by members regarding which service model they will select. *Failure to formally select a service model will result in the member being assigned the default option of Participating Organization.*
  o February 1, 2014 – Johnstown IGA expires

• **Services then and now**
  • 1985 = provided services at the time (as best recollected) = cataloging with cards, Kirkus (book selection) meeting
  • 2014 = present date service equivalents access to electronic catalog records via z39.50
| Board of Trustees of Public Libraries  
| CRS 24-90-109 | Rough, non-legal summary of statute  
| Board of trustees of public libraries |
| --- | --- |
| (1) The management and control of any library established, operated, or maintained under the provisions of this part 1 shall be vested in a board of not fewer than five nor more than seven trustees. Appointees to the library board of trustees shall be chosen from the residents within the legal service area of the library. |
| • Board size must be 5-7.  
• Must be chosen from residents in the legal service area. |
| (2) (a) In cities and towns the trustees shall be appointed by the mayor with the consent of the legislative body.  
(b) In counties the trustees shall be appointed by the board of county commissioners.  
(c) In library districts, the legislative body of each participating governmental unit shall appoint two of its members to a committee that shall appoint the initial board of trustees. In a library district established by only one governmental unit, the legislative body of the governmental unit shall decide the number of members to be appointed to the committee formed to appoint the initial board of trustees in accordance with the requirements of this paragraph (c). Thereafter, any such legislative body may either continue such a committee or delegate to the board of trustees of the library district the authority to recommend new trustees. Trustee appointments shall be ratified by a two-thirds majority of the legislative body; except that the failure of a legislative body to act within sixty days upon a recommendation shall be considered a ratification of such appointment.  
(d) In school districts the trustees shall be appointed by the school board.  
(e) For joint libraries, the trustees shall be appointed by the legislative bodies of the participating governmental units unless otherwise specified in the contract. |
| • City/towns: appointed by mayor in w/ legislative body consent.  
• Counties: appointed by county commissioners.  
• Districts: initially, shared appointment through committee. Then, process can continue, or be delegated to the District. Must act within 60 days, or it is ratified.  
• School district libraries: school board appoints.  
• Joint: appointed by both legislative bodies, unless a different procedure is mutually agreed upon. |
| (3) (a) The first appointments of such boards of trustees shall be for terms of one, two, three, four, and five years respectively if there are five trustees, one for each of such terms except the five-year term for which two shall be appointed if there are six trustees, and one for each of such terms except the four-year and five-year terms for each of which two shall be appointed if there are seven trustees. Thereafter, a trustee shall be appointed for the length of term specified by the legislative body or, in the case of a library district, by the bylaws adopted by its board of trustees. The number of terms a trustee may serve shall be specified by the legislative body or, in the case of a library district, by the bylaws adopted by its board of trustees.  
(b) Vacancies shall be filled for the remainder of the unexpired term as soon as possible in the manner in which trustees are regularly chosen. |
| • Terms must be staggered, according to the number of trustees.  
• By-laws of District or legislative body determine length term length.  
• Fill vacancies soon, according to regular procedure. |
| (4) A trustee shall not receive a salary nor other compensation for services as a trustee, but necessary traveling and subsistence |
| • Trustees can’t be paid, but expense reimbursements are OK. |
expenses actually incurred may be paid from the public library fund.

(5) A library trustee may be removed only by a majority vote of the appointing legislative body or bodies, but only upon a showing of good cause as defined in, but not limited to, the bylaws adopted by the board.

(6) The board of trustees, immediately after their appointment, shall meet and organize by the election of a president and a secretary and such other officers as deemed necessary.

<table>
<thead>
<tr>
<th>Rough, non-legal summary of the statute:</th>
<th>Powers and Duties of Board of Trustees</th>
<th>CRS 24-90-109</th>
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<tr>
<td>Adopt bylaws, rules and regulations for guidance.</td>
<td>(1) The board of trustees shall:</td>
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<td>Bylaws must define ‘Good cause’ for removal of trustee.</td>
<td>(a) Adopt such bylaws, rules, and regulations for its own guidance and for the government of the library as it deems expedient. The bylaws shall include, but not be limited to, provisions for the definition of good cause to be applied in the removal of a trustee pursuant to section 24-90-108 (5); designation of those officers to be appointed or elected and the manner of such appointment or election; rules and regulations for the conducting of meetings; rules for public participation in meetings; and procedures for amending the bylaws. The bylaws of a library district shall further provide for the length and number of terms of board members. A copy of the bylaws shall be filed with the legislative body of each participating governmental unit.</td>
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<td>1. Designation of officers and how they’re elected/appointed.</td>
<td>(b) Have supervision, care, and custody of all property of the library, including rooms or buildings constructed, leased, or set apart therefor;</td>
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<td>2. Meeting conduct rules.</td>
<td>(c) Employ a librarian and, upon the librarian’s recommendation, employ such other employees as may be necessary, prescribe their duties, and fix their compensation;</td>
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<td>3. How to amend bylaws.</td>
<td>(d) Submit annually a budget as required by law and certify to the legislative body of the governmental unit which the library serves the sums necessary to maintain and operate the library during the ensuing year;</td>
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<td>4. Length and term numbers of board members.</td>
<td>(e) (I) In county and municipal libraries, have exclusive control and spending authority over the disbursement of the library funds as appropriated by its legislative body, including all assets of the public library fund, as set forth in section 24-90-112 (2) (a);</td>
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<td>File bylaws with legislative body of each governmental unit.</td>
<td>(II) In library districts, adopt a budget and make appropriations for the ensuing fiscal year as set forth in part 1 of article 1 of title 29, C.R.S., and have exclusive control and spending authority over the disbursement of library funds as set forth in section 24-90-112 (2) (a);</td>
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<td>Have supervision and care for library property, rooms, and buildings.</td>
<td>(f) Accept such gifts of money or property for library purposes as</td>
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<td>Powers and Duties of Board of Trustees CR$ 24-90-109</td>
<td>&quot;Rough, non-legal summary of the statute: Powers and duties of board of trustees:&quot;</td>
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<td>it deems expedient;</td>
<td>• Hold and acquire land by gift, lease, or purchase.</td>
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<td>(g) Hold and acquire land by gift, lease, or purchase for library purposes;</td>
<td>• Lease, purchase, or build as needed.</td>
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<td>(h) Lease, purchase, or erect any appropriate building for library purposes and acquire such other property as may be needed therefor;</td>
<td>• Sell, assign, transfer, or convey library property no longer needed.</td>
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<td>(i) Sell, assign, transfer, or convey any property of the library, whether real or personal, which may not be needed within the foreseeable future for any purpose authorized by law, upon such terms and conditions as it may approve, and lease any such property, pending sale thereof, under an agreement of lease, with or without an option to purchase the same. The board, prior to the conveyance of such property, shall make a finding that the property may not be needed within the foreseeable future for library purposes, but no such finding shall be necessary if the property is sold or conveyed to a state agency or political subdivision of this state.</td>
<td>• Make a finding that the property is no longer necessary. If property is going to another governmental agency, a finding isn’t needed.</td>
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<td>(j) Borrow funds for library purposes by means of a contractual short-term loan when moneys are not currently available but will be in the future. Such loan shall not exceed the amount of immediately anticipated revenues, and such loan shall be liquidated within six months.</td>
<td>• Borrow money when needed on short-term loan, and liquidate within 6 months.</td>
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<td>(k) Authorize the bonding of persons entrusted with library funds;</td>
<td>• Bond persons entrusted with funds.</td>
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<td>(l) In the case of a county or municipal library, submit financial records for audit as required by the legislative body of the appropriate governmental unit; or</td>
<td>• County/municipal: submit financial records to legislative body for audit;</td>
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<td>(II) In the case of any library district, conduct an annual audit of the financial statements of the district.</td>
<td>• District: conduct annual audit of financial statements.</td>
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<td>(m) Authorize the purchase of library materials and equipment on the recommendation of the librarian;</td>
<td>• Authorize purchase of materials and equipment recommended by the librarian.</td>
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<td>(n) Hold title to property given to or for the use or benefit of the library, to be used according to the terms of the gift;</td>
<td>• Hold title for property and gifts to the library.</td>
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<td>(o) Do all other acts necessary for the orderly and efficient management and control of the library;</td>
<td>• Do anything else needed for management and control of the library.</td>
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<td>(p) Have the authority to enter into contracts;</td>
<td>• Enter into contracts.</td>
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<td>(q) Receive the true and correct copies of all school district collective bargaining agreements submitted pursuant to the &quot;Colorado School Collective Bargaining Agreement Sunshine Act&quot;, section 22-32-109.4, C.R.S., and create a repository for all of said current collective bargaining agreements at the library that is available to the public for inspection during regular business hours in a convenient and identified location.</td>
<td>• Receive correct copies of collective bargaining agreements produced by school districts, and open them to inspection.</td>
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<td>Powers and Duties of Board of Trustees</td>
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<td>(2) At the close of each calendar year, the board of trustees of every public library shall make a report to the legislative body or bodies of the appropriate governmental unit or units showing the condition of its trust during the year, the sums of money expended, and the purposes of the expenditures and such other statistics and information as the board of trustees deems to be of public interest.</td>
<td>Report at the end of the calendar year to the legislative body: conditions of trust, money expended and purpose, and anything else of interest.</td>
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<td>(2.5) At the close of each calendar year, the board of trustees of every public library shall make a report to the state library in the form of a response to a survey to be designed and administered by the state library. The report shall contain such other statistics and information as may be required by the state library.</td>
<td>Respond to the State Library's public library survey at the end of the calendar year.</td>
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<td>(3) The board of trustees of a public library or the governing board of any other publicly-supported library, under such rules and regulations as it may deem necessary and upon such terms and conditions as may be agreed upon may allow non-residents of the governmental unit which the library serves to use such library's materials and equipment and may make exchanges of books and other materials with any other library, either permanently or temporarily.</td>
<td>May allow non-residents to use the library, following its own established rules. May exchange materials with other libraries.</td>
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<td>(4) In addition to the powers and duties of a board of trustees specified in subsection (1) of this section, the board of trustees of a school district supported public library, municipal library, county library, or a library district shall have the authority to request of the board of education in the case of a school district supported public library, the legislative body of the city or town in the case of a municipal library, or the board of county commissioners in the case of a county library or library district that an election be held to alter the maximum tax levied to support the school district supported public library, municipal library, county library, or library district pursuant to section 24-90-112 (1) (b) (III). For purposes of this subsection (4), &quot;school district supported public library&quot; means any library solely established and maintained by a school district for which such school district began levying a tax before the enactment of the &quot;Colorado Library Law&quot; on July 1, 1979. For all other purposes under this article, a school district supported public library shall be deemed a public library.</td>
<td>May request from appropriate legislative body/ies that an election be held to alter the maximum tax levied to support the library.</td>
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* Consult with your respective city, county, or district lawyers for legal advice on, and implications of, Colorado Library Law, or call the Colorado State Library for additional information.

For further Public Library Information: [www.cde.state.co.us/cdelib/LibDev/PubLib/publibrary.htm](http://www.cde.state.co.us/cdelib/LibDev/PubLib/publibrary.htm)
February 27, 2001

FAX: 970-330-9408
ORIGINAL TO FOLLOW BY U.S. MAIL

Steve Cottrell, Director
Weld Library District
2227 23rd Avenue
Greeley CO 80634-6632

Dear Steve:

This letter is in response to your request that we review the history of the formation of the Weld Library District, its status under current law, and its relationship with participating libraries. The Colorado Library Law, C.R.S. §24-90-101, has been amended on numerous occasions since the District was established in 1985. Applying the statute to the Weld Library District is difficult. At no time has the statute been a model of clarity, particularly with respect to the establishment and maintenance of library districts.

Under the current statute, a library district is defined simply as a public library established and maintained by one or more governmental units or parts thereof which is a political subdivision of the state. There is no longer a separate provision concerning the establishment of a library district; it is established in the same manner as any other public library. At the time the District was established, two or more governmental units (i.e., city, town, county or school district) could act by ordinance or resolution to establish and maintain a public library. The governmental units establishing the District were Weld County, Greeley, Ault, Eaton, Fort Lupton, Hudson and School District RE-8. It was to be supported by and to serve all of the unincorporated areas of Weld County and all cities/towns not operating their own public libraries except for the excluded areas of Dacono, Severance, Windsor, Johnstown, Platteville and the unincorporated portions of School District RE-4 within Weld County. The statute permitted a governmental unit that established a library district to merge its library with the district, and the Weld County Library was so merged. The statute permitted the county commissioners to levy a tax of not more than 1.5 mills on all real and personal property within the library district.

Greeley, Ault, Eaton, Fort Lupton and Hudson operated their own public libraries at the time the District was established. The statute was silent with respect to the obligation to support the
District of cities/towns operating their own public libraries. However, the statute permitted a city/town with an "established" library to retain title to its property, continue with its own library board and levy its own taxes for library purposes and yet to "participate" in the library district. With the concurrence of their respective library boards of trustees, each of these cities/towns elected to participate in the District. The statute did not clarify what was meant by participation. However, each of these cities/towns entered into an agreement with the District, defining the circumstances of their participation. The agreement set forth service areas for each of the municipal libraries which were essentially contiguous with school district boundaries. It stated that two-thirds (2/3) of the property tax proceeds collected by the District from the service area would be allocated to the city/town for library purposes. The District also agreed to provide to the city/town library the same level of services previously provided by the Weld County library, although that level of service was not defined. Initially, the mill levy for the District was 1.5 mills, the maximum permitted by the statute without a vote. Although these cities/towns were also authorized to levy up to an additional 1.5 mills for their own libraries, they did not do so; thus they received taxes generated by 1 mill of the assessed value in their entire service areas for their libraries.

Although Johnstown and Platteville were not within the District, they decided to participate in it. Like the cities/towns mentioned above, they entered into agreements with the District setting forth the terms of their participation. These agreements differed from those of the cities/towns which were part of the District. The agreement with Johnstown was as follows:

1. Johnstown’s service area was School District RE-5J.
2. Johnstown agreed to levy 1.5 mills on all property within its municipal limits for library purposes.
3. The District agreed to levy 1.5 mills on all property in the rest of the service area.
4. Two-thirds (2/3) of all property tax collected would go to Johnstown for library purposes.
5. The District agreed to provide the same level of services previously provided by the Weld County Library.

The resolution adopted by Platteville indicating its intent to participate in the District contained similar provisions to those stated above. However, the agreement between Platteville and the District, which was adopted after the resolution, was as follows:

1. Platteville’s service area was the south half of School District RE-1.
2. Platteville would levy not less than 1.5 mills on all property within its city limits.
3. The District would levy not less than 1.5 mills on all property in the rest of the service area.
4. Platteville would pay the District the taxes generated by the levy of .5 mills within its city limits, and the District would pay Platteville the taxes generated by the levy of 1 mill on the property in the rest of the service area.
5. Any other property tax collected by either party for library purposes could be retained by the collecting party.
6. The District agreed to provide the same level of services previously provided by the Weld County Library.

One of the difficulties with the statute is that the concept of participation is not clearly defined. It is not clear that the drafters of the original law intended that a participating entity would not be a part of the library district. The current statute provides that governmental entities included within a library district may determine whether to participate in the district, and it prohibits a municipality within a district from establishing a library unless it does so by means of financial support that does not affect the financial support of the existing library district. It seems likely that even under the old statute, participation was seen as a way of permitting municipalities to enjoy the benefits of being part of the district while maintaining control of their own existing libraries. As it exists currently, the statute requires the participating entity to enter into a written agreement with the library in which it is participating, and it states that if there is to be a tax levy that did not previously exist or was not previously approved, that levy must be voted upon before there can be participation. Under the current statute, participation would require the approval of the District board of trustees. Presumably, if Platteville were deciding today to participate in the District, the District board would require it to levy a property tax equivalent to the tax levied in the District. At the time the District was formed, the non-District participating towns did have the same mill levy as that imposed by the District. The issue of whether they would continue to do so is not addressed in any documents, but one could infer that this was the intent based upon the participation agreements which provided for giving two-thirds (2/3) of all revenues collected within a municipal library’s service area to that library.

The portion of the statute concerning tax support, C.R.S. §24-90-112, has been amended numerous times. In 1985, counties were authorized to levy a 1.5 mill property tax for the establishment and maintenance of library districts. Any increase above that amount (up to 4 mills) required the vote of registered electors residing in the library district. In 1990, there was an amendment permitting the tax generated by the mill levy to be used for the establishment, operation and maintenance of the library district. Additionally, a new provision (C.R.S. §24-90-112(1)(b)(III))
was added which appears to require the county and the municipalities, upon the request of the library district board of trustees, to submit to a vote of registered electors residing within the library district’s service area a proposition containing the desired maximum tax levy requested by the library district board. The statute defines a service area as the geographic area served by any existing or proposed publicly-supported library. In 1994, the 4 mill maximum was removed and a county was required to submit to a vote any amount of tax levy not previously established by resolution or ordinance nor previously approved by electors.

Presently, the District’s mill levy is 3.249 mills, and Johnstown has levied the same amount for library purposes. Pursuant to its agreement with the District, the Johnstown municipal library receives two thirds (2/3) of all property tax collected in its service area, which is the revenue generated by 2.17 mills. Platteville, on the other hand, continues to levy only 1.5 mills for library purposes. Consequently, property within the Platteville service area which is in the District but outside the municipal limits is assessed 3.249 mills, and the Platteville municipal library receives only revenue generated by 1 mill; it pays the District only .5 mills of the revenue generated by property tax within municipal limits.

In 1998, the Platteville library board of trustees proposed amending the intergovernmental agreement to provide that two thirds (2/3) of the revenue generated by whatever mill levy was in effect in the District would go to its municipal library. However, it was unwilling to submit an increased levy to voters within its boundaries. Thus, it was proposing that the District continue to receive the revenue generated by .5 mills on property within Platteville and that the municipal library receive the revenue generated by 2.17 mills in the remainder of Platteville’s service area. The District board of trustees did not agree to this amendment, but it indicated that it would be willing to provide additional funding to the Platteville library if the library submitted a proposal identifying the service enhancements that would be provided with the additional money. Although Platteville submitted a proposal for the 2001 year, the District board did not approve it because it did not include enhanced or additional services and because there was adequate funding within the Platteville library’s existing budget to pay for all of the items identified in the proposal.

The intergovernmental agreement between the District and Platteville is the governing document with respect to Platteville’s “participation” in the District. Although it differs from the agreements with other libraries, it is unambiguous. It clearly limits the amount of tax support to the Platteville library which is generated outside the municipal boundaries to 1 mill, and it further provides that any taxes collected beyond the 1.5 mills identified in the agreement may be retained by the party collecting them. Thus, the agreement clearly contemplated a situation such as the
current one where the District receives more tax revenue than does Platteville from the unincorporated part of Platteville’s service area which is within the District.

The agreement is to be automatically renewed annually, and although usually such a provision permits either party to decide not to renew, here, only Platteville can unilaterally withdraw from participation by giving notice by August 31st. Presumably, if Platteville would consent to matching the District mill levy, the District would agree to a modification permitting Platteville to receive two-thirds of all property tax within Platteville’s service area. Absent such a change, the District is legally within its right to insist on compliance with the terms of the existing agreement.

If the District wanted to take a more aggressive stance, it might look at the statutory provisions in C.R.S. §24-90-112(1)(b)(III), which were added in 1990. The language of C.R.S. §24-90-112(1)(b)(III) is difficult to understand. It states as follows:

Notwithstanding the authorization contained in paragraph (a) of this subsection (1) and in addition to the provisions of subparagraph (I) of this paragraph (b), upon request of the board of trustees of the municipal or county library or the library district, or upon resolution of the legislative body of the city or town by its own initiative in the case of a municipal library, of the board of education of a school district by its own initiative in the case of a school district supported public library, or of the board of county commissioners by its own initiative in the case of a county library or library district, the legislative body of the city or town, the board of education of the school district, or the board of county commissioners shall submit to a vote of the registered electors residing within the library service area a proposition containing the desired maximum tax levy specified in the request or resolution.

The authorization in paragraph (a) is the authority of the county to levy a property tax for the establishment, operation and maintenance of a library district upon approval by the electors of the governmental units within the district. Subparagraph (I) states that the county commissioners must submit the question of any amount of tax levy not previously established nor previously approved by electors for library purposes to the registered voters residing in that portion of the library district within the county, and it establishes the time for such an election. Section (III) appears to give additional authority to the library district board of trustees to request a tax levy and to require the legislative bodies of the governmental units to submit that request to a vote of the registered electors.
residing within the district library’s service area. A service area is the geographic area served by any existing or proposed publicly-supported library. Because the intergovernmental agreements with Johnstown and Platteville state that the District will provide services to their libraries, it is arguable that the intergovernmental agreements with Johnstown and Platteville establish service areas which include the towns themselves, and that, by virtue of these agreements, the towns are required to submit a mill levy request to their voters upon the request of the District board of trustees. Obviously, whether taking this position is politically acceptable is a matter for discussion by the District Board.

With respect to the authority of the District board of trustees, their powers and duties are set forth at C.R.S. §24-90-109. This section gives the board of a library district budget authority comparable to other local governments. Again, the "participation" concept muddles the waters, because the participating entities maintain their own library boards who have the same powers with respect to their individual libraries as does the District board. Therefore, although the District board has authority to budget for property tax revenues within the District, is does not have budget authority with respect to the property tax revenue that goes to the participating entities pursuant to their respective intergovernmental agreements. Moreover, it has a contractual obligation to provide the same level of service to each such entity as was provided by the Weld County Library, although there is nothing in the existing documents to clarify what that means. There is nothing in the statute or the agreements to preclude cooperation between the District and participating libraries concerning the use of property tax revenue, and I presume that such cooperation occurs at least informally.

The statutory provisions concerning how the District board is appointed have also been amended since 1985. At that time, each governmental unit establishing the District appointed two members to a committee which appointed the initial board. The terms of the initial board were from one to five years, so that at least one position would thereafter be vacant annually. Each successive term was for five years. The legislative body of each establishing governmental unit was required to ratify all trustee appointments. In 1990, the statute was amended to provide that an initial district library board would be chosen by a committee consisting of two members from each participating governmental unit. That committee could continue or it could delegate to the district board the authority to recommend new trustees. In either case, all appointments must be ratified by the legislative bodies of two thirds (2/3) of the participating governmental units. I do not know how the District board of trustees is currently chosen. If its members select their own successors, their names should probably be submitted to all legislative bodies of governmental entities with participating libraries for ratification.
I hope this analysis has provided some insight into what, at best, are murky waters. Please let me know if you have further questions.

Yours very truly,

WITWER, OLDBURG, BARRY & BEDINGFIELD, LLP

Jacqueline Johnson
Memorandum

To: High Plains Library District Board of Trustees & Executive Director Janine Reid

From: Nathan Godsey, Esq., Godsey Law Office LLC

Date: May 20, 2013

Re: Discussion of Weld Library District's Establishment and Relationship with Member Libraries; Analysis of Potential Approaches to Fort Lupton Public & School Library

Issues: (1) In what legal context was the Weld Library District established; what role did “member” libraries play?

(2) Which respective rights and obligations between the Weld Library District and member libraries were a “permanent,” non-negotiable aspect of the Weld Library District’s establishment?

(3) What are the High Plains Library District’s current legal options relating to the Fort Lupton Public and School Library?

Discussion:

I. THE WELD LIBRARY DISTRICT’S ESTABLISHMENT & MEMBER LIBRARY ROLES

In 1985, Colorado Library Law provided that a library district could be created by “the legislative bodies of two or more governmental units, each proceeding to adopt a resolution or ordinance to that effect . . . .” C.R.S. § 24-90-110 (1982). Municipal libraries could choose to join a library district in one of two ways: (1) “participation” in the library district—i.e., the “member library” approach; or (2) “merger” into the library district—ostensibly the equivalent of becoming a branch library.

“Participation” was governed by C.R.S. § 24-90-111 (1982), which provided:

When a . . . library district has been established, the legislative body of any governmental unit in such . . . library district maintaining a public library may decide, with the concurrence of the board of trustees of its library, to participate in the . . . library district while retaining title to its own property, continuing its own board of library trustees, and levying its own taxes for library purposes . . .
“Merger” was governed by C.R.S. §§ 24-90-110(2), 111 (1982), which provided:

Any governmental unit maintaining a public library may merge its library with the library district by agreement of its legislative body and the board of trustees of the library district.

...[B]y a vote ... a governmental unit may transfer, conditionally or otherwise, the ownership and control of its library, with all or any part of its property, to another governmental unit which is providing or will provide free library services in the territory of the former, and the trustees and legislative body making the transfer shall thereafter be relieved of responsibility pertaining to the property transferred.

Thus, “participation”—i.e., the “member library” approach—involves continuing municipal government control of the participating library vis-à-vis a local library board; continued municipal ownership of library real property; and a continuing municipal library mill levy (if applicable). By contrast, “merger” vested administrative control (implicitly), title to real property (explicitly), and mill levy powers (implicitly) in the hands of the library district board of trustees.

A. Governmental Units which “Established” and/or “Participated” in the WLD

In August and September of 1985, a total of ten “governmental units” acted to join the WLD in various capacities. Eight of those entities acted both to legally “establish” the WLD, and also to “participate” in the WLD. These entities were: the Weld County Board of County Commissioners, the RE-8 School District Board of Education, and the governing boards of the municipalities of Ault, Eaton, Evans, Fort Lupton, Greeley, and Hudson. Two of those entities—the governing boards of Johnstown and Platteville—chose not to “establish,” the WLD, opting only to “participate” in the WLD.

B. The Choice of “Merger” (Branch Library Status) vs. “Participation” (Member Library Status)

Seven municipalities already having public libraries initially chose participation/member status within the WLD: Ault, Eaton, Fort Lupton, Greeley, Hudson, Johnstown, and Platteville. In December of 1990, Greeley, chose to “merge” into the WLD, becoming a branch library, and transferring board control, property, and the city’s library-related mill levy share to the WLD. Evans had no public library in 1985, thus, the Evans City Council resolved that at such time that Evans did begin operating a public library, the City could choose either to “participate” or “merge” into the WLD. (The City of Evans appears poised to allow the HPLD to build a branch library in Evans). Weld County chose to “merge” the Weld County Library (a.k.a., the Centennial Park Library) when the WLD was established.

The RE-8 Board of Education’s role relating to the WLD is complex and somewhat ambiguous. The RE-8 Board did not vote upon its own resolution regarding the WLD, but rather adopted the resolution of the Fort Lupton City Council regarding establishment of and participation in the WLD.¹ This approach left ambiguity regarding the RE-8 School District’s own role in the

¹ The RE-8 Board attached the Fort Lupton City Council’s resolution to its own minutes for the October 1, 1985, referencing that resolution as the resolution being adopted by the RE-8 Board.
WLD. Specifically, the RE-8 Board failed to address issues including: whether RE-8 itself was acting to “establish” the WLD; whether RE-8 itself was opting to “participate” in, versus “merge” into the WLD; whether the RE-8 Board would retain title to any library property located on school district premises; or, whether the RE-8 Board was “adopting” the City of Fort Lupton’s merely in the sense of showing agreement with it insofar as the resolution related to the City of Fort Lupton.

The following are indicators relevant to the question of the RE-8 School District’s role in the WLD:

• In Ordinance 137 (by which Weld County established the WLD), the Weld County Board of County Commissioners described the RE-8 Board as an “establishing” governmental unit, but did not list the RE-8 Board amongst those governmental units opting to “participate” in the WLD.

• The RE-8 Board’s minutes from September and October 1985 indicate that the RE-8 Board predicated its decision to adopt the City of Fort Lupton’s resolution on the expectation that the RE-8 Board would share in the WLD’s mill levy—a benefit that was only shared by other “participating” governmental units which had obtained “understandings” regarding a “2/3-1/3” division of the WLD’s mill levy.

• The 2007 IGA between the WLD, the City of Fort Lupton, and the Fort Lupton Public and School Library Board of Trustees states: “by resolution, the Board of Trustees of the City of Fort Lupton and the Board of the Weld County School District RE-8 elected to participate in the WLD, and to retain title to the City’s public and school library and to continue control by the Board of Trustees of said library.”

Presumably, the RE-8 Board’s omission from the Weld County Commissioners’ list of “participating” entities was not an oversight. But the omission may have been related to the somewhat unique role the RE-8 board played in the WLD, as a non-municipality, sharing the same tax and library service area as the City of Fort Lupton, and adopting the City’s resolution regarding the WLD. This view would appear to be reflected in the 2007 IGA, which lumped the City of Fort Lupton and RE-8 Board together as “participating” entities. Nevertheless, the RE-8 Board technically failed to enact its own resolution in compliance with the statute, and in doing so, left ambiguity regarding the nature of the RE-8 School District’s participation in the WLD. This is an issue that the HPLD and RE-8 Board may need address in the future in order to avoid ongoing confusion or legal problems.

In summary, from 1990 forward, the following governmental units have operated as “participating” (member) libraries in the WLD/HPLD: Ault, Eaton, Fort Lupton, Hudson, Johnstown, Platteville, and (debatably) the RE-8 School District.

C. Colorado Library Law no Longer Allows the “Participation” (Member) Approach

Colorado Library Law no longer allows libraries to choose between “participation” in or “merger” into library districts. The current statutory approach appears simply to allow municipal libraries and library districts to reach their own agreements regarding the terms on which municipal libraries join library districts.
## II. Provisions of WLD “Founding” Documents

As required under C.R.S. § 24-90-110 (1982), the governmental units establishing, participating in, and merging with the WLD were required to adopt resolutions or ordinances to that effect. The following is a summary of the WLD’s “founding” resolutions and ordinances:

<table>
<thead>
<tr>
<th>Gov't Unit</th>
<th>“Founding” Document Name &amp; Date</th>
<th>Type of Involvement in WLD</th>
<th>Library Property Title</th>
<th>Continuation of Local Board?</th>
<th>WLD Mill Levy Division</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ault</td>
<td>“Resolution” Aug. 20, 1985</td>
<td>Establish &amp; Participate</td>
<td>Retained by City</td>
<td>Yes</td>
<td>From RE-9 area: 2/3-Ault 1/3-WLD</td>
</tr>
<tr>
<td>Eaton</td>
<td>“Resolution 85-5” Sept. 9, 1985</td>
<td>Establish &amp; Participate</td>
<td>Retained by City</td>
<td>Yes</td>
<td>From RE-2 area: 2/3-Eaton 1/3-WLD</td>
</tr>
<tr>
<td>Evans</td>
<td>“Resolution No. 29-1985” Sept. 9, 1985</td>
<td>Establish &amp; Participate</td>
<td>n/a because no library property yet</td>
<td>n/a because no library board yet</td>
<td>No allocation provided for</td>
</tr>
<tr>
<td>Ft. Lupton</td>
<td>“Resolution” Aug. 28, 1985</td>
<td>Establish &amp; Participate</td>
<td>Retained by City</td>
<td>Yes (Currently, by Joint Library Board)</td>
<td>From RE-8 area: 2/3-FtL 1/3-WLD</td>
</tr>
<tr>
<td>Greeley (original Resolution superceded by 1990 Ordinance—see below)</td>
<td>“Resolution No. 55, 1985” Sept. 3, 1985</td>
<td>Establish &amp; Participate</td>
<td>Retained by City</td>
<td>Yes</td>
<td>From City of Greeley Boundaries: 2/3-Greeley 1/3-WLD</td>
</tr>
<tr>
<td>Greeley</td>
<td>“Ordinance No. 66, 1990” Dec. 27, 1990</td>
<td>Merge</td>
<td>Transferred to WLD</td>
<td>No. “Control” transferred to WLD in 1990</td>
<td>From City of Greeley Boundaries: 100%-WLD</td>
</tr>
<tr>
<td>Hudson</td>
<td>“Resolution No. LD-85-1” Aug. 22, 1985</td>
<td>Establish &amp; Participate</td>
<td>Retained by City</td>
<td>Yes</td>
<td>From “that portion of RE-3…on western side of WCR 61”: 2/3-Hudson 1/3-WLD</td>
</tr>
<tr>
<td>Johnstown</td>
<td>“Resolution No. 1985 – 9.1-1985” Sept. 3, 1985</td>
<td>Participate</td>
<td>Retained by City</td>
<td>Yes</td>
<td>From Town Boundaries: 100%-Jtown From rest of</td>
</tr>
<tr>
<td></td>
<td>Resolution No. 1985-11 Sept. 3, 1985</td>
<td>Participate</td>
<td>Retained by City</td>
<td>Yes</td>
<td>From Town Boundaries: 2/3-P'ville 1/3-WLD</td>
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<tr>
<td><strong>Platteville</strong></td>
<td></td>
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<tr>
<td><strong>RE-8</strong></td>
<td>The RE-8 Board adopted the resolution of the City of Fort Lupton.</td>
<td>Establish (likely) Participate (unclear)</td>
<td>Unclear. If “participating” entity, title to library property would likely be retained by School District.</td>
<td>Yes</td>
<td>(currently, by Joint Library Board)</td>
</tr>
<tr>
<td><strong>Weld County</strong></td>
<td>“Ordinance No. 137” Sept. 11, 1985</td>
<td>Establish &amp; Merge</td>
<td>Held by WLD</td>
<td>No.</td>
<td>WLD to gather 100% of mill levy from all service areas, except for “understandings” provided for by certain municipal resolutions.</td>
</tr>
</tbody>
</table>
III. LEGAL SIGNIFICANCE OF “FOUNDING” DOCUMENTS

A. Key Conditions Within the Founding Documents

The original documents listed above represent the WLD’s “founding” documents. Some of these documents were predicated upon certain conditions, including requirements regarding: (1) municipal retention of title to library property, (2) continuation of local boards of library trustees, (3) ongoing municipal library-related mill levies, and (4) “understandings” regarding allocation of 2/3rds of the WLD’s new mill levy to municipal libraries in municipalities which chose to “participate” in the WLD.

B. Increased Funding Was a Key Incentive for Governmental Entities to Join the WLD

The “2/3-1/3” allocation of the WLD’s new mill levy appears to have been a key incentive causing the original governmental units to establish and/or participate in or merge into the WLD. For example, RE-8 Board minutes from 1985 show that board members were concerned that the RE-8 service area lacked sufficient funds to continue providing adequate library services, and that the WLD’s mill levy would represent a valuable new income stream. Similarly, Weld County Finance Director Don Warden, who was directly involved in negotiations regarding the WLD’s establishment, has said that the WLD’s new mill levy was a direct solution to the Weld County Library’s financial difficulties in 1985, which had become dire. With the exception of the City of Evans, all of the original governmental units participating in the WLD already had municipal or county libraries, underscoring the reality that these entities likely chose to join the WLD in order to bolster their municipal libraries’ funding bases, rather than create new libraries.

C. The HPLD Is Unlikely to Have Authority to Invalidate or Reduce “Understandings” Regarding Shared Mill Levy Allocation

It is likely that courts would view mill levy allocation “understandings” within the WLD’s founding documents as conditions upon which the “founding” governmental units agreed to establish the WLD itself, and to participate within it. Thus, while the WLD was an autonomous taxing authority with authority to draw its own mill levy, that mill levy was allocated in part to “participating” governmental units from the WLD’s very beginning. Thus, absent either the agreement of “participating” governmental units, or amendment of these original resolutions and ordinances, the HPLD may not reduce or invalidate these understandings.

IV. FORT LUPTON PUBLIC & SCHOOL LIBRARY: SUMMARY OF HISTORY AND LEGAL POSITION

The Fort Lupton Public and School Library (the “Joint Library”) is a “joint library” under Colorado Library Law, defined as “a library established and jointly funded through an agreement by two or more governmental units.” C.R.S. § 24-90-103(4). The Joint Library was established by a 2006 IGA between the RE-8 Board and the City of Fort Lupton (the “2006 IGA”). The Joint Library has its own local library board (the “Joint Library Board”), and occupies space within RE-8 school facilities in Fort Lupton. The Joint Library's legal relationship with HPLD in recent years is summarized below:
• In 2007, the WLD entered into an IGA with the City of Fort Lupton and the Joint Library Board (the "2007 IGA"), agreeing to allocate 2/3rds of the WLD’s mill levy from the RE-8 service area to the Joint Library, while retaining 1/3rd to be used for the WLD’s purposes. The 2007 IGA was set to expire on September 17, 2012, but the parties have extended it twice, with a current expiration date of June 19, 2013.

• On April 27, 2012, the City of Fort Lupton gave one year’s notice of its intent to withdraw from the 2006 IGA. The City’s withdrawal from the 2006 IGA would have effectively abolished the Joint Library and Joint Library Board as of April 27, 2013, because the Joint Library was created by the 2006 IGA, and the City’s withdrawal would have terminated the 2006 IGA. The Joint Library’s abolishment would have rendered the 2007 IGA moot as well, because the 2007 IGA related to funding the Joint Library.

• In December 2011, HPLD began discussions with the City of Fort Lupton and RE-8 Board regarding ongoing library service in the Fort Lupton service area, in light of the City’s notice of intent to withdraw from the 2006 IGA. In May 2012, the Joint Library Board became involved in those discussions. In June 2012, two members from each of the four parties (HPLD, RE-8 Board, City of Fort Lupton, Joint Library Board) began monthly “task force meetings” to negotiate ongoing library services in the Fort Lupton service area. During these discussions, HPLD advocated for transitioning the Joint Library from a participating/member library to a HPLD branch library. HPLD’s proposal raised numerous staffing, finance-related, and service-related concerns on the part of the other three parties, many of which remain unresolved as of the date of this Memorandum.

• In April 2013, HPLD submitted a Memorandum of Understanding (“MOU”) to the RE-8 Board proposing a two-way IGA in which the Fort Lupton Public and School Library would become an HPLD branch library, housed within the same RE-8 facility it has occupied to date. The RE-8 Board agreed not to respond to the MOU until after the April 24, 2013 meeting of the HPLD Board of Trustees and the Weld County Commissioners.

• On April 15, 2013, the City of Fort Lupton and RE-8 Board presented HPLD with a three-way IGA which had already been signed by the City and RE-8 Board. The proposed IGA ostensibly would have continued operation of the Fort Lupton Public and School Library as a participating/member library with HPLD allocating 2/3rds of the HPLD’s RE-8 mill levy to the Joint Library. The HPLD Board declined to sign this proposed IGA.

• In April 2013, the City of Fort Lupton and RE-8 Board extended the 2006 IGA, averting the Joint Library and Joint Library Board’s abolishment.

• On April 22, 2013, the Joint Library Board sent HPLD a letter through its attorney, Mr. Alvin Cohen, requesting that HPLD sign the three-way IGA proposed by the City of Fort Lupton and RE-8 Board, or at least pledge to continue providing the Joint Library with 2/3rds of the HPLD mill levy for the RE-8 service area. The letter suggested perpetuating the 2007 IGA for a time, as well as engaging in mediation as a means of resolving the present dispute. The letter threatened legal action against the HPLD, should HPLD refuse the Joint Library Board’s requests.
• On April 24, the HPLD Board of Trustees signed a second Addendum to the 2007 IGA, purporting to extend the 2007 IGA until June 19, 2013. The Joint Library Board and City of Fort Lupton agreed to this Addendum, signing it on April 25 and April 26 respectively.

V. HPLD'S LEGAL OPTIONS WITH RELATION TO THE FORT LUPTON LIBRARY

A. Maintain the Status Quo

HPLD's most obvious strategy would be to simply extend the 2007 IGA, or sign the three-way IGA submitted on April 15 by the City of Fort Lupton and RE-8 Board. The advantage of this approach would be an immediate end to present negotiations between HPLD and the City, School District, and Joint Library Board. The disadvantage would be that HPLD would fail to capitalize on the opportunity posed by the 2007 IGA's expiration to address unsatisfactory aspects of the delivery of library services within the Joint Library.

B. Abolish the HPLD, and Re-Establish HPLD Under a Branch-Only Approach

HPLD could seek to be abolished, and then re-established under a branch library-only approach. The advantage of this approach would be the ability to permanently end the difficulties inherent in the district's present participating/member library approach. However, this step would be very difficult—perhaps untenable—in practice. Colorado Library Law provides that all libraries except "joint libraries" (a category which appears to exclude library districts) may only be abolished through approval of voters within the library service area. C.R.S. § 24-90-114(1). As such, HPLD's abolishment would require voter approval—an uncertainty involving variables beyond HPLD's control. Secondly, HPLD would need to re-established. To establish a library district, one or more governmental units would need to enact a resolution or ordinance to that effect, or one hundred registered electors within the district boundaries would have to submit a petition to the boards of county commissioners in each county within the proposed library district. C.R.S. § 24-90-107. Third, upon re-establishment, HPLD would need to obtain voter approval for establishment of a new mill levy for the library district—another uncertainty. C.R.S. §§ 24-90-107(1)(c), (3)(a)(V). In summary, this approach would involve a great deal of certainty, would take time, and would likely create conditions in which HPLD would be unable to uphold its current commitments to patrons and staff.

C. Transition the Fort Lupton Library into an HPLD branch

HPLD could continue to negotiate transition of the Joint Library into an HPLD branch. However, as discussed above, HPLD could only do so by agreement of the Fort Lupton City Council and RE-8 Board, both of which adopted a resolution providing that the Fort Lupton Library will be a "participating" library subject to local library board control, municipal ownership of library real property, and a continuing 2/3-1/3 allocation of the HPLD's RE-8 mill levy. Thus, this approach is dependent upon HPLD's ability to come to agreement with the City of Fort Lupton and RE-8 School Board. Moreover, the Joint Library would be implicated by these discussions, because the City and RE-8 Board are bound by their recently-extended 2006 IGA, which created the Joint Library Board.
The advantage of this approach would be that HPLD would have full administrative and financial discretion relating to the new branch library in the RE-8 service area. However, this approach would require collaboration with the City and RE-8 Board in completing the following steps:

i. The City and RE-8 Board's adoption of a new resolution approving transition of the Fort Lupton Public and School library into an HPLD branch library
ii. The City and RE-8 Board would need to terminate or significantly revise their 2006 IGA
iii. HPLD would have to overcoming present disagreements with the City, RE-8 Board, and potentially, the Joint Library Board

D. Continue to Provide Funding, but Otherwise Dissociate from the Joint Library

HPLD could honor the original resolution adopted by the City and RE-8 Board by continuing to provide the Joint Library with some level of funding (perhaps 2/3rds of HPLD's RE-8 mill levy, or even the entire RE-8 mill levy), while dissociating with it in some or all other respects. Thus, the Joint Library would continue to "participate" in the HPLD in the sense that HPLD would continue to allocate mill levy funds to the Joint Library, but HPLD would either reduce support, such as catalog access, IT support, collections support, etc; or withdraw entirely from a public relationship with the Joint Library, removing signage, branding, etc. Attorney Cohen's April 22 letter tacitly expressed the Joint Library Board's potential willingness to take this approach:

[It is the hope of the Fort Lupton Library that it can avoid withdrawing from the District. It remains willing to renew the existing [2007] IGA or enter into the draft IGA sent to the District this month by the Town and the School.

If the District remains unwilling to do so, then we are requesting that the District, at a minimum . . . abide by Paragraph 3 of the [2007] IGA and . . . 2/3 of the [HPLD RE-8 mill levy] tax receipts would continue to go to the Fort Lupton Library.

The advantage of this approach is that HPLD would be able to, at a minimum, reduce ties with the Joint Library, or at a maximum, no longer be publicly affiliated with Joint Library—giving both HPLD and the Joint Library the autonomy they prefer. The disadvantage of this approach is that the original resolution establishing the Fort Lupton Library as a "participating" library within the WLD would remain in effect, meaning an ongoing legal relationship and obligation would remain between the HPLD and the Fort Lupton Library. As such, there would be no "clean break."

Moreover, taxpayers could have concerns with an arrangement in which the HPLD would be essentially delegating the role for which it was created: to provide library services within the library district. Taxpayers might also be concerned that the entity gathering library-related tax dollars (HPLD) would not accountable for, or in control of, the actual delivery of library services funded by those tax dollars.

E. Negotiate the Fort Lupton Library's Complete Withdrawal from the HPLD

HPLD could seek to obtain the complete withdrawal of one or both of the City of Fort Lupton and/or RE-8 Board as "participating" governmental units within the HPLD. Under this approach, HPLD would negotiate with the City of Fort Lupton (and perhaps RE-8 Board) to repeal
the original resolution by which the City chose to “participate” in the WLD. The goal would be to completely sever ties with the Fort Lupton Library, providing both HPLD and the Fort Lupton Library maximum autonomy.

Legally speaking, there may be some question as to whether the repeal of one of the WLD’s “founding documents” would impact the HPLD’s ongoing existence. However, Fort Lupton’s withdrawal from the HPLD would appear to be legally permissible, as the 1985 Colorado Law required “two or more governmental units” to establish a library district, and there would still be seven remaining originally “establishing” governmental units.

As a practical matter, the City, RE-8 Board, and Joint Library Board would likely be loath to accept an arrangement in which the Joint Library would lose access to the benefits of participation in the HPLD, including funding, access to HPLD’s catalog, and other support services. HPLD could incentivize the City and Joint Library by offering to continue providing funding to the Joint Library for a finite period of time following the City’s withdrawal from the library district. This would be essentially a “buyout” offer, which would give the City and Joint Library time in which to obtain alternative funding for the library, such as voter approval for a new mill levy, or funding from another source.

Within this approach, the RE-8 Board could choose to either continue as a “participating” governmental unit in the HPLD, or could choose to withdraw, along with the City. If RE-8 continued “participating,” HPLD could continue gathering mill levy revenues from the RE-8 area. However, this arrangement could be awkward, as the Fort Lupton Library is housed in RE-8 School District facilities. If RE-8 chose to withdraw, HPLD would no longer have access to the RE-8 mill levy. Either option would require the RE-8 Board to adopt a new resolution in which it would specify its role in the HPLD apart from the City of Fort Lupton. Also, the 2006 IGA would need to be addressed, as the City and RE-8 Board are both parties to it.

Conclusion:

HPLD is bound by the provisions of the WLD’s “founding documents,” many of which established “participating”/member library relationships, and set in place permanent “2/3-1/3” allocations of HPLD’s mill levy in certain service areas. HPLD may not unilaterally sever relationships with “participating” libraries or curtail allocation of HPLD’s mill levy in contravention of these original resolutions, even upon expiration of IGAs with those governmental units. However, HPLD has several options, ranging from maintaining the status quo, to negotiating the full withdrawal of “participating” governmental units from the library district.
RESOLUTION

A RESOLUTION REGARDING THE ESTABLISHMENT OF THE WELD LIBRARY DISTRICT AND PARTICIPATION BY THE TOWN OF AULT

WHEREAS, the Town Board of Trustees of the Town of Ault is vested with the authority of administering the affairs of the Town of Ault, and

WHEREAS, pursuant to CRS § 24-90-110 a library district may be established by a legislative act of any combination of two or more municipalities or counties, and

WHEREAS, it is anticipated that the Board of County Commissioners for the County of Weld and a number of municipalities located within Weld County will be acting to establish a library district; said district to include all unincorporated portions of Weld County, Colorado, the nineteen incorporated municipalities without libraries, and some or all of the ten incorporated municipalities with public libraries, said library district to be known as Weld Library District, and

WHEREAS, the Board of Trustees of the Town of Ault Library has concurred in a decision to "participate" in the Weld Library District, under CRS § 24-90-111 which provides for retention of title to the municipal public library and continuance of control by the Board of Trustees for the municipal library, and

WHEREAS, CRS § 24-90-110(4)(a) provides for the appointment to the selection committee for the Weld Library District of two members of this legislative body and ratification of the appointments of the Trustees recommended by the selection committee by each participating entity, and

WHEREAS, the Town of Ault's participation in the District is based upon the understanding that two-thirds of the property tax proceeds collected by the Library District from the mill levy from the Library District's service area's assessed value will be allocated by the Weld Library District Board to the municipality's library for public library services for the service area defined as the boundaries of Weld County School District RE-9.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Ault, Colorado, that it hereby declares its intent to establish the Weld Library District which will include areas lying within this municipality, all unincorporated areas of Weld County, all nineteen incorporated municipalities in Weld County without municipal library service, and those municipalities with library service that have indicated their intent to create the library district.

-1-
BE IT FURTHER RESOLVED that the library of the Town of Ault, upon the concurrence of the Board of Trustees of the Town of Ault Library, is to be considered a participating library in the Weld Library District with title being retained to the library property and the continuation of the Town of Ault Board of Library Trustees pursuant to CRS § 24-90-111.

BE IT FURTHER RESOLVED that KAY BAXTRUM and R. EDGAR GIECK of this Board are hereby appointed to the selection committee for recommending not fewer than five nor more than seven members for the Board of Trustees of the Weld Library District and that the appointments to the Board of Trustees are subject to ratification by this Board.

BE IT FURTHER RESOLVED that the Weld Library District shall have all powers available to it pursuant to CRS § 24-90-101, et seq.

BE IT FURTHER RESOLVED that if any section, subsection, paragraph, sentence, clause or phrase of this Resolution is, for any reason, held or decided to be invalid or unconstitutional, such decisions shall not affect the validity of the remaining portions. The Town Board of Trustees of the Town of Ault hereby declares that it would have passed this Resolution and each and every section, subsection, paragraph, sentence, clause and phrase thereof irrespective of the fact that any one or more sections, subsections, paragraphs, sentences, clauses, or phrases might be declared to be unconstitutional or invalid.

INTRODUCED, READ AND PASSED this 20th day of Aug., 1985.

ATTEST:  

R. Edgar Sieck, Mayor

Dorothy Long, Town Clerk
RE: ESTABLISHMENT OF THE WELD LIBRARY DISTRICT AND PARTICIPATION BY THE TOWN OF HUDSON LIBRARY

WHEREAS, the residents of southeast Weld County have inadequate facilities and wish to improve them; and

WHEREAS, southeast Weld County cannot most efficiently or fully be served presently by either the Hudson Public Library or the Weld County Library; and

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

WHEREAS, pursuant to CRS, 24-90-110, a library district may be established by a legislative act of any combination of two or more governmental units; and

WHEREAS, it is anticipated that the Board of County Commissioners for the County of Weld and a number of municipalities located within Weld County will be acting to establish a library district, said district to include all unincorporated portions of Weld County, Colorado, the incorporated municipalities without libraries, and some or all of the incorporated municipalities with public libraries said library district to be known as Weld Library District; and

WHEREAS, the Board of Trustees of the Town of Hudson Library has concurred in a decision to "participate in the Weld Library District, under CRS, 24-90-111, which provides for retention to title to the municipal public library and continuance of control by the Board of Trustees for the municipal library; and

WHEREAS, CRS, 24-90-110 (4) (a), provides for the appointment to the selection committee for the Weld Library District of two members of this legislative body and ratification of the appointments of the Trustees recommended by the selection committee by each participating entity; and

WHEREAS, the Town of Hudson agrees to participate in the District under the understanding that it will be allocated funds by the Weld Library District Board of Trustees to the municipality's library for public library services for the service area to be defined by the Weld Library District Board of Trustees which will be not less than that portion of RE-3J School District on the western side of Weld County Road 61 which includes the municipalities of Hudson, Keenesburg, and Lochbuie. The amount shall be not less than two-thirds of the property tax proceeds collected by the Library District from the mill levy from the service area's assessed value;

NOW, THEREFORE, BE IT RESOLVED by the Town Board of Trustees of the Town of Hudson that it hereby declares its intent to establish the Weld Library District which will include area lying within this municipality, all unincorporated areas of Weld County, all the incorporated municipalities in Weld County without municipal library service, and those municipalities with library service that have indicated their intent to create the Library District.
BE IT FURTHER RESOLVED that the library of the Town of Hudson, upon the concurrence of the Board of Trustees of the Town of Hudson Library, is to be considered a participating library in the Weld Library District with title being retained to the library property and the continuation of the Town of Hudson Board of Library Trustees pursuant to CRS, 24-90-111.

BE IT FURTHER RESOLVED that Susan Worth and Dessie Bailey are hereby appointed to the selection committee for recommending not fewer than five nor more than seven members for the Board of Trustees of the Weld Library District and that the appointments to the Board of Trustees are subject to ratification by this Board.

BE IT FURTHER RESOLVED that the Weld Library District shall have all powers available to it pursuant to CRS, 24-90-101, et seq.

BE IT FURTHER RESOLVED that if any section, subsection, paragraph, sentence, clause or phrase of this Resolution is, for any reason, held or decided to be invalid or unconstitutional, such decisions shall not affect the validity of the remaining portions. The Town Board of Trustees of the Town of Hudson hereby declares that it would have passed this Resolution and each and every section, subsection, paragraph, sentence, clause and phrase thereof irrespective of the fact that any one or more sections, subsections, paragraphs, sentences, clauses, or phrases might be declared to be unconstitutional or invalid.

The above and foregoing Resolution was introduced, read, and on motion duly made and seconded, and adopted this 22nd day of August, 1985.

TOWN OF HUDSON, COLORADO

[Signature]
Mayor, Susan D. Worth

Attest: [Signature]
Town Clerk, Shirley E. Robertson
RESOLUTION

RE: ESTABLISHMENT OF THE WELD LIBRARY DISTRICT AND PARTICIPATION BY THE CITY OF FORT LUPTON LIBRARY

WHEREAS, the City Council of the City of Fort Lupton is vested with the authority of administering the affairs of the City of Fort Lupton, and

WHEREAS, pursuant to CRS, 24-90-110, a library district may be established by a legislative act of any combination of two or more municipalities or counties, and

WHEREAS, it is anticipated that the Board of County Commissioners for the County of Weld and a number of municipalities located within Weld County will be acting to establish a library district; said district to include all unincorporated portions of Weld County, Colorado, the nineteen incorporated municipalities without libraries, and some or all of the ten incorporated municipalities with public libraries, said library district to be known as Weld Library District, and

WHEREAS, the Board of Trustees of the City of Fort Lupton library has concurred in a decision to "participate" in the Weld Library District, under CRS 24-90-111, which provides for retention of title to the municipal library and continuance of control by the Board of Trustees for the municipal library, and

WHEREAS, CRS, 24-90-110 (4)(a), provides for the appointment to the selection committee for the Weld Library District of two members of this legislative body and ratification of the appointments of the Trustees recommended by the selection committee by each participating entity.

WHEREAS, the City of Fort Lupton's participation in the District is based upon the understanding that two-thirds of the property tax proceeds collected by the Library District from the mill levy from the Library District's service area's assessed value will be allocated by the Weld Library District Board to the municipality's library for public library services for the service area defined as the boundaries of Weld County School District RE-8.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fort Lupton that it hereby declares its intent to establish the Weld Library District which will include areas lying within this municipality, all unincorporated areas of Weld County, all nineteen incorporated municipalities in Weld County without municipal library service, and those municipalities with library service that have
indicated their intent to create the library district.

BE IT FURTHER RESOLVED that the library of the City of Fort Lupton, upon the concurrence of the Board of Trustees of the City of Fort Lupton Library, is to be considered a participating library in the Weld Library District with title being retained to the library property and the continuation of the City of Fort Lupton Board of Library Trustees pursuant to CRS, 24-90-111.

BE IT FURTHER RESOLVED THAT two members will be appointed by this Council to the selection committee for recommending not fewer than five nor more than seven members for the Board of Trustees of the Weld Library District and that the appointments to the Board of Trustees are subject to ratification by the Council.

BE IT FURTHER RESOLVED that the Weld Library District shall have all powers available to it pursuant to CRS, 24-90-101, et seq.

BE IT FURTHER RESOLVED that if any section, subsection, paragraph, sentence, clause or phrase of this Resolution is, for any reason, held or decided to be invalid or unconstitutional, such decisions shall not affect the validity of the remaining portions. The City Council of the City of Fort Lupton hereby declares that it would have passed this Resolution and each and every section, subsection, paragraph, sentence, clause and phrase thereof irrespective of the fact that any one or more sections, subsections, paragraphs, sentences, clauses, or phrases might be declared to be unconstitutional or invalid.

This agreement and resolution shall be contingent upon approval of the Fort Lupton School District RE-8.

The above and foregoing Resolution was, on motion duly made and seconded, adopted by the following vote on the 28 day of August, A. D., 1985.

Glenn Cook - Yes
Richard Gabel - Yes
Dennis Gesterling - Yes
Mary Duncan - Yes
Joseph Schell Yes

City of Fort Lupton

Donald R. Cummins
Mayor

Victor R. Moculeski
City Clerk
THE CITY OF GREELEY, COLORADO

RESOLUTION NO. 55, 1985

A RESOLUTION ESTABLISHING THE WELD LIBRARY DISTRICT AND PARTICIPATION BY THE CITY OF GREELEY.

WHEREAS, the City Council of the City of Greeley is vested with the authority of administering the affairs of the City of Greeley, and

WHEREAS, pursuant to CRS, S24-90-110, a library district may be established by a legislative act of any combination of two or more municipalities or counties, and

WHEREAS, it is anticipated that the Board of County Commissioners for the County of Weld and a number of municipalities located within Weld County will be acting to establish a library district; said district to include all unincorporated portions of Weld County, Colorado, the twenty incorporated municipalities without libraries, and some or all of the nine incorporated municipalities with public libraries, said library district to be known as Weld Library District, and

WHEREAS, the Greeley Public Library Board will not oppose the City of Greeley's participation in the Weld Library District, under CRS, S24-90-111, which provides for retention of title to the municipal public library and continuance of control by the Board of Trustees for the municipal library, and

WHEREAS, CRS, S24-90-110 (4) (a), provides for the appointment to the selection committee for the Weld Library District of two members of this legislative body and ratification of the appointments of the Trustees recommended by the selection committee by each participating entity.

WHEREAS, the City of Greeley's participation in the District is based upon the understanding that two-thirds of the property tax proceeds collected by the Library District from the mill levy from the Library District's service area's assessed value will be allocated by the Weld Library District Board to the municipality's library for public library services for the service area defined as the boundaries of the City of Greeley.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greeley that it hereby declares its intent to establish the Weld Library District which will include areas lying within this municipality, all unincorporated areas of Weld County, all twenty incorporated municipalities in Weld County without municipal library service, and those municipalities with library service that have indicated their intent to create the library district.

BE IT FURTHER RESOLVED that the Greeley Public Library, upon the concurrence of the Board, is to be considered a participating library in the Weld Library District with title being retained to the library property and the continuation of the Board of the Greeley Public Library pursuant to CRS, S24-90-111.
BE IT FURTHER RESOLVED that Peter Boer and John Kinkade of this Council are hereby appointed to the selection committee for recommending not fewer than five nor more than seven members for the Board of Trustees of the Weld Library District and that the appointments to the Board of Trustees are subject to ratification by this Council.

BE IT FURTHER RESOLVED that the Weld Library District shall have all powers available to it pursuant to CRS, §24-90-101, et seq.

BE IT FURTHER RESOLVED that if any section, subsection, paragraph, sentence, clause or phrase of this Resolution is, for any reason, held or decided to be invalid or unconstitutional, such decisions shall not affect the validity of the remaining portions. The City Council of the City of Greeley hereby declares that it would have passed this Resolution and each and every section, subsection, paragraph, sentence, clause and phrase thereof irrespective of the fact that any one or more sections, subsections, paragraphs, sentences, clauses, or phrases might be declared to be unconstitutional or invalid.

PASSED AND ADOPTED, SIGNED AND APPROVED THIS 3rd DAY OF September 1985.

ATTTEST:

City Clerk

Mayor

THE CITY OF GREELEY
TOWN OF PLATTEVILLE, COLORADO
RESOLUTION NO. 1985-11

WHEREAS, it is anticipated that the County of Weld, State of Colorado, and various qualifying municipalities located within said County will soon form a library district pursuant to Section 24-90-110, C.R.S., as amended, to be known as the Weld Library District; and

WHEREAS, Section 24-90-111, C.R.S., as amended authorizes any governmental unit maintaining a public library to decide, with the concurrence of the Board of Trustees of its library, to participate in such Library District while retaining title to its own property, continuing its own Board of Library Trustees and levying its own taxes for library purposes; and

WHEREAS, the Town of Platteville has and maintains a pubic library within the Town; and

WHEREAS, the Board of Trustees of the Town of Platteville has determined it to be in the best interests of the Town to participate in the Weld Library District as authorized by said statute, and the Board of Trustees of the Platteville Municipal Library has concurred in such determination.

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Platteville, Colorado that said Town intends to participate in the Weld Library District upon the establishment thereof as recited above, upon substantially the following terms and conditions:
1. The Town will retain title to its own library property, continue its own Board of Library Trustees, and levy its own taxes for library purposes.

2. The Platteville Municipal Library will provide public library services within and for the residents of the South ½ of Weld County School District RE-1, as more particularly shown on Exhibit A attached hereto and incorporated herein by reference. Such area shall be the Service Area for the Platteville Municipal Library.

3. The Town will levy 1 1/2 mills upon the assessed valuation of all taxable property in the Town for library purposes, and Weld County will levy 1 1/2 mills for the Weld Library District upon the assessed valuation of all taxable property within the rest of the said Service Area.

4. Two-thirds of the property taxes collected for library purposes within the Town's corporate limits and two-thirds of the property taxes collected for the Weld Library District from the rest of the said Service Area will be allocated to the Municipal Library of the Town of Platteville for public library services in its Service Area, and one-third thereof will be allocated to the Weld Library District.

5. The Town may withdraw from the participation contemplated herein by Resolution of its Board of Trustees adopted not later than August 31 of any calendar year, effective as of January 1 the following year.
ADOPTED AND APPROVED this 3rd day of September, 1985.

TOWN OF PLATTEVILLE

By Lenore Sharp
Lenore Sharp, Mayor

ATTEST:

Town/Clerk

APPROVED:

Jack Howcroft
Danny Miller
Loretta Mock
Lucy Montoya
Earl Reiter
Carrol Wolf
TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 1985- 9-1-1985

WHEREAS, it is anticipated that the County of Weld, State of Colorado, and various qualifying municipalities located within said County will soon form a library district pursuant to Section 24-90-110, C.R.S., as amended, to be known as the Weld Library District; and

WHEREAS, Section 24-90-111, C.R.S., as amended authorizes any governmental unit maintaining a public library to decide, with the concurrence of the Board of Trustees of its library, to participate in such Library District while retaining title to its own property, continuing its own Board of Library Trustees and levying its own taxes for library purposes; and

WHEREAS, the Town of Johnstown has and maintains a public library within the Town; and

WHEREAS, the Board of Trustees of the Town of Johnstown has determined it to be in the best interests of the Town to participate in the Weld Library District as authorized by said statute, and the Board of Trustees of the Johnstown Municipal Library has concurred in such determination.

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Johnstown, Colorado that said Town intends to participate in the Weld Library District upon the establishment thereof as recited above, upon substantially the following terms and conditions:
1. The Town will retain title to its own library property, continue its own Board of Library Trustees, and levy its own taxes for library purposes.

2. The Johnstown Municipal Library will provide public library services within and for the residents of Weld County School District RE-5J except those portions thereof lying within Larimer County, Colorado. Such area shall be the Service Area for the Johnstown Municipal Library.

3. The Town will levy 1 1/2 mills upon the assessed valuation of all taxable property in the Town for library purposes, and Weld County will levy 1 1/2 mills for the Weld Library District upon the assessed valuation of all taxable property within the rest of the said Service Area.

4. Two-thirds of the property taxes collected for library purposes within the Town's corporate limits and two-thirds of the property taxes collected for the Weld Library District from the rest of the said Service Area will be allocated to the Municipal Library of the Town of Johnstown for public library services in its Service Area, and one-third thereof will be allocated to the Weld Library District.

5. The Town may withdraw from the participation contemplated herein by Resolution of its Board of Trustees adopted not later than August 31 of any calendar year, effective as of January 1 the following year.
ADOPTED AND APPROVED this 3rd day of September, 1985.

TOWN OF JOHNSTOWN

By William S. Gray, Mayor

Town Clerk

APPROVED:

Clyde A. Briggs
James W. Cole
Harold Fahrenbruch
Don M. Nelson
James C. Neal
James Noah
Carl Yost
RESOLUTION 85-5

RE: ESTABLISHMENT OF THE WELD LIBRARY DISTRICT AND PARTICIPATION BY THE TOWN OF EATON LIBRARY

WHEREAS, THE Town Board of Trustees of the Town of Eaton is vested with the authority of administering the affairs of the Town of Eaton, and

WHEREAS, pursuant to CRS. §24-90-110, a library district may be established by a legislative act of any combination of two or more governmental units, and

WHEREAS, it is anticipated that the Board of County Commissioners for the County of Weld and a number of municipalities located within Weld County will be acting to establish a library district; said district to include all unincorporated portions of Weld County, Colorado, the twenty incorporated municipalities without libraries, and some or all of the nine incorporated municipalities with public libraries, said library district to be known as Weld Library District, and

WHEREAS, the Board of Trustees of the Town of Eaton has concurred in a decision to "participate" in the Weld Library District, under CRS. §24-90-111, which provides for retention of title to the existing Eaton Public Library and continuance of control by the Board of Trustees of the Eaton Public Library, and

WHEREAS, CRS. §24-90-110(4)(a), provides for the appointment to the selection committee for the Weld Library District of two members of this legislative body and ratification of the appointments of the Trustees recommended by the selection committee by each participating entity.

WHEREAS, the Town of Eaton's participation in the District is based upon the understanding that two-thirds of the property tax proceeds collected by the Library District from the mill levy from the Library District's service area's assessed value will be allocated by the Weld Library District Board to the municipality's library for public library services for the service area defined as the boundaries of Weld County School District RE-2.

NOW, THEREFORE, BE IT RESOLVED by the Town Board of Trustees of the Town of Eaton that it hereby declares its intent to establish the Weld Library District which will include areas lying within this municipality, all unincorporated areas of Weld County, all twenty incorporated municipalities in Weld County without municipal library service, and those municipalities with library service that have indicated their intent to create the library district.
BE IT FURTHER RESOLVED that the library of the Town of Eaton, upon the concurrence of the Board of Trustees of the Town of Eaton Library, is to be considered a participating library in the Weld Library District with title being retained to the library property and the continuation of the Town of Eaton Board of Library Trustees pursuant to CRS. §24-90-111.

BE IT FURTHER RESOLVED that Betty Rae Bates and Dennis Herzberg of this Board are hereby appointed to the selection committee for recommending not fewer than five nor more than seven members for the Board of Trustees of the Weld Library District and that the appointments to the Board of Trustees are subject to ratification by this Board.

BE IT FURTHER RESOLVED that the Weld Library District shall have all powers available to it pursuant to CRS. §24-90-101, et seq.

BE IT FURTHER RESOLVED that if any section, subsection, paragraph, sentence, clause or phrase of this Resolution is, for any reason, held or decided to be invalid or unconstitutional, such decisions shall not affect the validity of the remaining portions. The Town Board of Trustees of the Town of Eaton hereby declares that it would have passed this Resolution and each and every section, subsection, paragraph, sentence, clause and phrase thereof irrespective of the fact that any one or more sections, subsections, paragraphs, sentences, clauses, or phrases might be declared to be unconstitutional or invalid.

The above and foregoing Resolution was, on motion duly made and seconded, adopted by the following vote on the 9th day of September, A.D., 1985.

[Signature]
MAYOR

ATTEST:
[Signature]
TOWN CLERK
CITY OF EVANS
RESOLUTION NO. 29-1985

A RESOLUTION REGARDING THE ESTABLISHMENT OF THE WELD LIBRARY DISTRICT AND ITS RELATIONSHIP WITH THE CITY OF EVANS LIBRARY.

WHEREAS, the City Council of the City of Evans is vested with the authority of administering the affairs of the City of Evans; and

WHEREAS, pursuant to C.R.S. §24-90-110, a library district may be established by a legislative act of any combination of two or more municipalities or counties; and

WHEREAS, it is anticipated that the Board of County Commissioners for the County of Weld and a number of municipalities located within Weld County will be acting to establish a library district, said district to include all unincorporated portions of Weld County, Colorado, all incorporated municipalities without libraries, and some or all of the incorporated municipalities with public libraries, said library district to be known as Weld Library District; and

WHEREAS, the City Council of the City of Evans has indicated its intent to establish a municipal library by adoption of Ordinance No. 626-85, but said library has not yet been funded and put into operation; and

WHEREAS, C.R.S. §24-90-110(4)(a) provides for the appointment to the selection committee for the Weld Library District of two members of this legislative body and ratification of the appointments of the Trustees recommended by the selection committee by each participating entity.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Evans that it hereby declares its intent to establish the Weld Library District which will include areas lying within this municipality, all unincorporated areas of Weld County, all incorporated municipalities in Weld County without municipal library service, and those municipalities with library service that have indicated their intent to create the library district.

BE IT FURTHER RESOLVED that should the City of Evans begin "operating" a public library, this library could become a participating library in the Weld Library District with title being retained to the library property and the continuation of the City of Evans Board of Library Trustees pursuant to C.R.S. §24-90-111 upon action of this Council with the concurrence of the City of Evans Board of Library Trustees.

BE IT FURTHER RESOLVED that the City Council of the City of Evans could, in the alternative, seek merger of its library with
the Weld Library District upon concurrence of the Weld Library District Board pursuant to C.R.S. §24-190-110(2).

BE IT FURTHER RESOLVED that and

Tom Bruner of this Council are hereby appointed to the selection committee for recommending not fewer than five nor more than seven members for the Board of Trustees of the Weld Library District and that the appointments to the Board of Trustees are subject to ratification by this Council.

BE IT FURTHER RESOLVED that the Weld Library District shall have all powers available to it pursuant to C.R.S. §24-90-101, et seq.

BE IT FURTHER RESOLVED that if any section, subsection, paragraph, sentence, clause, or phrase of this Resolution is, for any reason, held or decided to be invalid or unconstitutional, such decisions shall not affect the validity of the remaining portions. The City Council of the City of Evans hereby declares that it would have passed this Resolution and each and every section, subsection, paragraph, sentence, clause, and phrase thereof irrespective of the fact that any one or more sections, subsections, paragraphs, sentences, clauses, or phrases might be declared to be unconstitutional or invalid.

PASSED AND ADOPTED, SIGNED AND APPROVED this 9th day of September, 1985.

ATTEST:  

City Clerk

CITY OF EVANS, COLORADO

By Mayor
MEMORANDUM

To  Don Warden

From  Luella Kinnison, Library

Date  August 12, 1985

Subject:  Resolution for Library District

The Library Board at its last meeting passed a resolution supporting the district formation. See the last paragraph of the attached minutes.

L.K.
WELD COUNTY LIBRARY
Board Meeting
Thursday, August 1, 1985

Present: Julie Shade, Ruth Gartrell, Luella Kinnison, Bill Kirby, Don Warden,
Jim Gustafson, Charles Clark, Jane Smith, Nancy Kneipel, and
Joanne Mullen, representing Friends of WCL.

Meeting was called to order by Chairman, Ruth Gartrell.

The meeting is basically devoted to districting. Both Bill Kirby and Don
Warden were asked to state their views on the formation of a library district.
Because of reduced funding it becomes obvious that the present services will
be sliced drastically without another source of revenue.

Don described the Colorado Library Law in regard to formation of a district.
Advantages and disadvantages were presented.
Defined service areas and how money would be used.

There is a November deadline and this would necessitate a quick decision,
probably by September. Now seems to be an appropriate time to do this before
service and materials begin to erode.

Luella and Nancy presented arguments for division of funds from the 1.5 mill
tax increase.

Weld County's role in the district would probably be an identical role to what
it is now. Charters, constitution and by-laws should be carefully formed. The
District board would be the governing board rather than the county commissioners.

Don and Bill will meet with Town Boards which are to be invited to hear the
processes involved in forming a district and be informed about the advantages
and disadvantages of such formation.

A meeting of the Board followed Don and Bill leaving. A list of concerns should
be drawn up, asking for continuity and consistency in library service.

The motion was made by Jim Gustafson to support the commissioners in the
formation of a district by resolution as long as it provides consistency of
library service. The motion was seconded by Charles Clark and carried
unanimously.

Meeting adjourned at 9:20 p.m.
AN EMERGENCY ORDINANCE ESTABLISHING THE WELD LIBRARY DISTRICT IN CONJUNCTION WITH CERTAIN GOVERNMENTAL UNITS OF WELD COUNTY.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF WELD COUNTY, COLORADO:

WHEREAS, the Board of County Commissioners of Weld County, Colorado, pursuant to Colorado statute and the Weld County Home Rule Charter, is vested with the authority of administering the affairs of Weld County, Colorado, and

WHEREAS, pursuant to CRS, 24-90-110, a library district may be established by a legislative act by any combination of two or more governmental units, and

WHEREAS, the governing Boards of the municipalities of Ault, Eaton, Evans, Fort Lupton, Greeley and Hudson, and School District RE-8 have acted to establish the Weld Library District, and

WHEREAS, the Board of Trustees of the Municipal Libraries of Ault, Eaton, Fort Lupton, Greeley and Hudson as well as Johnstown and Platteville have concurred in a decision to "participate" in the Weld Library District under CRS, §24-90-111, which provides for retention of title to the municipal public library and continuance of control by the Board of Trustees for the municipal library, and

WHEREAS, the municipalities of Ault, Eaton, Evans, Fort Lupton, Greeley and Hudson's participation in the District is based upon certain understandings regarding allocation of proceeds from the mill levy back to the municipal libraries based upon certain service areas as set forth in each municipal resolution, and

WHEREAS, the towns of Platteville and Johnstown have indicated an intent to "participate" in the Library District once formed but did not choose to act to "create" the Library District, and

WHEREAS, the City of Evans has acted to create the District and has indicated an intention to develop a municipal library but has no Board of Trustees of the municipal library and is not yet "operating" a municipal library, and
WHEREAS, an emergency situation exists in that the governmental units have previously acted to create the Weld Library District, and time is of the essence in establishing the Weld Library District Board and having that Board enact a mill levy prior to the deadline for certification of mill levies for entities within each County of the State of Colorado.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Weld County, Colorado, that the Weld Library District is hereby created to include all incorporated and unincorporated areas of Weld County except those areas lying within the municipalities of Dacono, Johnstown, Platteville, Severance, and Windsor and excepting those portions of unincorporated Weld County lying within Weld County School District RE-4.

BE IT FURTHER ORDAINED that this Board intends to act by Resolution to appoint two of its members to the selection committee for the Weld Library District Trustees, and

BE IT FURTHER ORDAINED that once the District Board is seated, this Board intends to act by resolution to "merge" the Weld County Library with the Library District pursuant to CRS, §24-90-110(2).

BE IT FURTHER ORDAINED that the Weld Library District shall have all powers available to it pursuant to CRS, 24-90-101, et seq.

BE IT FURTHER ORDAINED that if any section, subsection, paragraph, sentence, clause, or phrase of this Ordinance is, for any reason, held or decided to be invalid or unconstitutional, such decisions shall not affect the validity of the remaining portions. The Board of County Commissioners of Weld County, Colorado, hereby declares that it would have passed this Ordinance and each and every section, subsection, paragraph, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, paragraphs, sentences, clauses, or phrases might be declared to be unconstitutional or invalid.

BE IT FURTHER ORDAINED by the Board of County Commissioners of Weld County, Colorado, that pursuant to Section 3-14(6) of the Weld County Home Rule Charter, that the Board of County Commissioners finds and hereby declares this Ordinance to be an emergency Ordinance and that its immediate passage is necessary for the preservation and protection of the public health,
property, and safety, and that time is of the essence for the effective date of this Ordinance.

The above and foregoing Ordinance No. 137 was, on motion duly made and seconded, adopted by the following vote on the 11th day of September, A.D., 1985.

ATTEST:  Mary Ann Feuerstein
Weld County Clerk and Recorder
and Clerk to the Board

BY:  Bonnie Cantu
County Clerk

APPROVED AS TO FORM:

R. D. Morris
County Attorney

BOARD OF COUNTY COMMISSIONERS
WELD COUNTY, COLORADO

Jacqueline Johnson, Chairman

Gene R. Brantner, Pro-Tem

C. W. Kirby

Gordon Lacy

Frank Yamaguchi

Read and Approved:  September 11, 1985
Published:  September 19, 1985, in the Johnstown Breeze
EXHIBIT "A"

**Municipalities Without Public Libraries**

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**Municipalities With Public Libraries**

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B 1084 REC 02024480 09/11/85 16:36 $0.00 4/004
F 0248 MARY ANN FEUERSTEIN CLERK & RECORDER WELD CO, CO
AGREEMENT BETWEEN THE WELD LIBRARY DISTRICT
AND THE TOWN OF AULT REGARDING LIBRARY SERVICES

WHEREAS, pursuant to CRS, §24-90-110, the Weld Library District (hereinafter Library District) has been created by the acts of the Municipalities of Ault, Eaton, Evans, Fort Lupton, Greeley, and Hudson, School District RE8, and Weld County, and

WHEREAS, the municipalities of Ault, Eaton, Fort Lupton, Greeley and Hudson, as well as Johnstown and Platteville, have indicated an intent, by legislative acts of the governing boards, to "participate," in the Weld Library District under CRS, §24-90-111, which provides for retention of title of the municipal public library and continuance of control by the local Board of Trustees for the municipal library, and

WHEREAS, the Board of County Commissioners of Weld County, Colorado, has indicated its intent to merge its library with the Library District to be administered by the Board of Trustees of the Library District, and

WHEREAS, the intent of the various governing bodies has been set forth in a resolution or ordinance establishing the Weld Library District.

NOW, THEREFORE, for and in consideration of the promises and mutual agreements contained herein, Library District and Town of Ault hereby agree as follows:

1. That Library District agrees to provide to the municipal library essentially the same level of services previously delivered by the libraries and agency of Weld County, subject to any further agreements between the parties.

2. That funds shall be made available by the Library District to the municipal library according to the formula set forth in this municipality's Resolution regarding the establishment of the Weld Library District and participation by the Town of Ault, to wit:

   Two-Thirds (2/3) of the property tax proceeds collected by the Library District from the mill levy applied to the Ault Library service area's assessed value will be allocated by the Weld Library District to the municipality for public library services. The service area shall be
defined as the boundaries of Weld County School District RE-9.

3. Annually, the Library Board shall notify, by letter, the amount to be paid each municipality through this Agreement in accordance with the above formula.

4. Payments shall be made monthly in the same proportion of property taxes collected by the district. All funds received shall be accounted for by the municipality in a Library Fund.

The initial term of this Agreement shall be from January 1, 1986, through December 31, 1986, and shall be automatically renewed annually. This Agreement may be updated, modified, revised, renegotiated, or cancelled at any time by mutual consent and in writing by both parties to accommodate changing conditions.

This Agreement was entered into on this 24th day of October, 1985.

TOWN OF AULT

By: R. Edgar Bien
Mayor

BOARD OF TRUSTEES
WELD LIBRARY DISTRICT

By: Nancy S. Boldt
President

ATTEST:

By: Timothy Long
Town Clerk

Secretary
AGREEMENT BETWEEN THE WELD LIBRARY DISTRICT
AND THE TOWN OF JOHNSTOWN REGARDING LIBRARY SERVICES

WHEREAS, pursuant to CRS, §24-90-110, the Weld Library District (hereinafter Library District) has been created by the acts of the Municipalities of Ault, Eaton, Evans, Fort Lupton, Greeley, and Hudson, School District RE8, and Weld County, and

WHEREAS, the municipalities of Ault, Eaton, Fort Lupton, Greeley and Hudson, as well as Johnstown and Platteville, have indicated an intent, by legislative acts of the governing boards, to "participate," in the Weld Library District under CRS, §24-90-111, which provides for retention of title of the municipal public library and continuance of control by the local Board of Trustees for the municipal library, and

WHEREAS, the Board of County Commissioners of Weld County, Colorado, has indicated its intent to merge its library with the Library District to be administered by the Board of Trustees of the Library District, and

WHEREAS, the intent of the various governing bodies has been set forth in a resolution or ordinance establishing the Weld Library District.

NOW, THEREFORE, for and in consideration of the promises and mutual agreements contained herein, Library District and Town of Johnstown hereby agree as follows:

1. That Library District agrees to provide to the municipal library essentially the same level of services previously delivered by the libraries and agency of Weld County, subject to any further agreements between the parties.

2. That funds shall be made available by the Library District to the municipal library according to the formula set forth in this municipality's Resolution No. 9-1-1985, to wit:

   a. The Town will levy one and one-half (1½) mills upon the assessed valuation of all taxable property in the Town for library purposes and the Weld Library District will levy one and one-half (1½) mills upon the assessed valuation of all taxable property within the remainder of the service area.

   b. Two-thirds (2/3) of the property taxes collected for library purposes within the Town's corporate limits and two-thirds (2/3) of the property taxes
collected for the Weld Library District for the remainder of said service area will be allocated to the municipal library of the Town of Johnstown for public library services and one-third (1/3) will be allocated to the Weld Library District.

c. The Johnstown Municipal Library service area will be considered to be within Weld County School District RE-5J except for those portions lying within Larimer County, Colorado.

3. Annually, the Library Board shall notify, by letter, the amount to be paid each municipality through this Agreement in accordance with the above formula.

4. Payments shall be made monthly in the same proportion of property taxes collected by the district. All funds received shall be accounted for by the municipality in a Library Fund.

The initial term of this Agreement shall be from January 1, 1986, through December 31, 1986, and shall be automatically renewed annually, except that the Town may unilaterally withdraw from participation in the District altogether by Resolution of its Board of Trustees adopted not later than August 31 of any calendar year, effective as of January 1 the following year. This Agreement may be updated, modified, revised, renegotiated, or cancelled at any time by mutual consent and in writing by both parties to accommodate changing conditions.

This Agreement was entered into on this 4th day of November, 1985.

TOWN OF JOHNSTOWN

By: William Hay
Mayor

BOARD OF TRUSTEES
WELD LIBRARY DISTRICT

By: President

Page 2 of 2 Pages
AGREEMENT BETWEEN THE WELD LIBRARY DISTRICT
AND THE TOWN OF PLATTEVILLE REGARDING LIBRARY SERVICES

WHEREAS, pursuant to CRS, §24-90-110, the Weld Library District (hereinafter Library District) has been created by the acts of the Municipalities of Ault, Eaton, Evans, Fort Lupton, Greeley, and Hudson, School District RE9, and Weld County, and

WHEREAS, the municipalities of Ault, Eaton, Fort Lupton, Greeley and Hudson, as well as Johnstown and Platteville, have indicated an intent, by legislative acts of the governing boards, to "participate," in the Weld Library District under CRS, §24-90-111, which provides for retention of title of the municipal public library and continuance of control by the local Board of Trustees for the municipal library, and

WHEREAS, the Board of County Commissioners of Weld County, Colorado, has indicated its intent to merge its library with the Library District to be administered by the Board of Trustees of the Library District, and

WHEREAS, the intent of the various governing bodies has been set forth in a resolution or ordinance establishing the Weld Library District.

NOW, THEREFORE, for and in consideration of the promises and mutual agreements contained herein, Library District and Town of Platteville hereby agree as follows:

1. That Library District agrees to provide to the municipal library essentially the same level of services previously delivered by the libraries and agency of Weld County, subject to any further agreements between the parties.

2. That funds shall be made available by the Library District to the municipal library according to the formula set forth in this municipality's Resolution No. 1985-11, to wit:

   a. The Town will levy not less than one and one-half (1½) mills upon the assessed valuation of all taxable property in the Town for library purposes and the Library District will levy not less than one and one-half (1½) mills upon the assessed valuation of all taxable property within the remainder of the described service area.

   b. The property taxes generated by the levy of one-half of one mill upon the assessed valuation
of taxable property within the corporate limits of
the Town will be allocated and paid by the Town to
the Weld Library District. The property taxes
generated by the levy of one mill upon the
assessed valuation of taxable property within the
remainder of the service area of the Platteville
Municipal Library will be allocated and paid by
the Weld Library District to the Town of
Platteville for library purposes. Except as
stated above, all property tax revenues collected
by each party hereto for library purposes may be
retained by such party.

c. The service area for the Platteville Municipal
Library will be described as the South Half of
Weld county School District RE-1, as more
particularly shown on Exhibit "A: attached hereto
and incorporated herein by reference.

3. Annually, the Library Board shall notify, by letter,
the amount to be paid each municipality through this
Agreement in accordance with the above formula.

4. Payments shall be made monthly in the same proportion
of property taxes collected by the District. All funds
received shall be accounted for by the municipality in
a Library Fund.

The initial term of this Agreement shall be from January 1,
1986, through December 31, 1986, and shall be automatically
renewed annually, except that the Town may unilaterally withdraw
from participation in the District altogether by Resolution of
its Board of Trustees adopted not later than August 31 of any
calendar year, effective as of January 1 the following year.
This Agreement may be updated, modified, revised, renegotiated,
or cancelled at any time by mutual consent and in writing by both
parties to accommodate changing conditions.

This Agreement was entered into on this ___5th___ day of
November___, 1985.

TOWN OF PLATTEVILLE

By ____________________________
Mayor Pro Tem

______________________________
Town Clerk
BOARD OF TRUSTEES
WELD LIBRARY DISTRICT

By [Signature]
President

[Stamp: ATTEST]
[Signature]
Secretary
AGREEMENT BETWEEN THE WELD LIBRARY DISTRICT
AND THE TOWN OF HUDSON REGARDING LIBRARY SERVICES

WHEREAS, pursuant to CRS, §24-90-110, the Weld Library District (hereinafter Library District) has been created by the acts of the Municipalities of Ault, Eaton, Evans, Fort Lupton, Greeley, and Hudson, School District RE8, and Weld County, and

WHEREAS, the municipalities of Ault, Eaton, Fort Lupton, Greeley and Hudson, as well as Johnstown and Platteville, have indicated an intent, by legislative acts of the governing boards, to "participate," in the Weld Library District under CRS, §24-90-111, which provides for retention of title of the municipal public library and continuance of control by the local Board of Trustees for the municipal library, and

WHEREAS, the Board of County Commissioners of Weld County, Colorado, has indicated its intent to merge its library with the Library District to be administered by the Board of Trustees of the Library District, and

WHEREAS, the intent of the various governing bodies has been set forth in a resolution or ordinance establishing the Weld Library District.

NOW, THEREFORE, for and in consideration of the promises and mutual agreements contained herein, Library District and Town of Hudson hereby agree as follows:

1. That Library District agrees to provide to the municipal library essentially the same level of services previously delivered by the libraries and agency of Weld County, subject to any further agreements between the parties.

2. That funds shall be made available by the Library District to the municipal library according to the formula set forth in this municipality's Resolution regarding the establishment of the Weld Library District and participation by the Town of Hudson Library, to wit:

   Two-thirds (2/3) of the property tax proceeds collected by the Library District from mill levy applied to the Hudson Library Services area's assessed value will be allocated by the Weld Library District Board to the municipality for public library services. The service area shall be
defined as that portion of RE-3J School District on the western side of Weld County Road 61, including the municipalities of Hudson, Keenesburg, and Lochbuie.

3. Annually, the Library Board shall notify, by letter, the amount to be paid each municipality through this Agreement in accordance with the above formula.

4. Payments shall be made monthly in the same proportion of property taxes collected by the district. All funds received shall be accounted for by the municipality in a Library Fund.

The initial term of this Agreement shall be from January 1, 1986, through December 31, 1986, and shall be automatically renewed annually. This Agreement may be updated, modified, revised, renegotiated, or cancelled at any time by mutual consent and in writing by both parties to accommodate changing conditions.

This Agreement was entered into on this 29th day of

TOWN OF HUDSON:
By: __________________________
   Mayor

BOARD OF TRUSTEES
WELD LIBRARY DISTRICT
By: __________________________
   President
AGREEMENT BETWEEN THE WELD LIBRARY DISTRICT
AND THE TOWN OF EATON REGARDING LIBRARY SERVICES

WHEREAS, pursuant to CRS, §24-90-110, the Weld Library District (hereinafter Library District) has been created by the acts of the Municipalities of Ault, Eaton, Evans, Fort Lupton, Greeley, and Hudson, School District RE8, and Weld County, and

WHEREAS, the municipalities of Ault, Eaton, Fort Lupton, Greeley and Hudson, as well as Johnstown and Platteville, have indicated an intent, by legislative acts of the governing boards, to "participate," in the Weld Library District under CRS, §24-90-111, which provides for retention of title of the municipal public library and continuance of control by the local Board of Trustees for the municipal library, and

WHEREAS, the Board of County Commissioners of Weld County, Colorado, has indicated its intent to merge its library with the Library District to be administered by the Board of Trustees of the Library District, and

WHEREAS, the intent of the various governing bodies has been set forth in a resolution or ordinance establishing the Weld Library District.

NOW, THEREFORE, for and in consideration of the promises and mutual agreements contained herein, Library District and Town of Eaton hereby agree as follows:

1. That Library District agrees to provide to the municipal library essentially the same level of services previously delivered by the libraries and agency of Weld County, subject to any further agreements between the parties.

2. That funds shall be made available by the Library District to the municipal library according to the formula set forth in this municipality's Resolution regarding establishment of the Weld Library District and participation by the Town of Eaton Library, to wit:

Two-thirds (2/3) of the property tax collected by the Library District from the mill levy applied to the Eaton Library service area's assessed value will be allocated by the Weld Library District Board to the municipality for public library services. The service area shall be defined as within the boundaries of Weld County School District RE-2.

Page 1 of 2 Pages
3. Annually, the Library Board shall notify, by letter, the amount to be paid each municipality through this Agreement in accordance with the above formula.

4. Payments shall be made monthly in the same proportion of property taxes collected by the district. All funds received shall be accounted for by the municipality in a Library Fund.

The initial term of this Agreement shall be from January 1, 1986, through December 31, 1986, and shall be automatically renewed annually. This Agreement may be updated, modified, revised, renegotiated, or cancelled at any time by mutual consent and in writing by both parties to accommodate changing conditions.

This Agreement was entered into on this 18[th] day of November, 1985.

ATTEST: TOWN OF EATON

By: [Signature] Town Clerk

By: [Signature] Mayor

BOARD OF TRUSTEES WELD LIBRARY DISTRICT

By: [Signature] President
AGREEMENT BETWEEN THE WELD LIBRARY DISTRICT
AND THE CITY OF FORT LUPTON REGARDING LIBRARY SERVICES

WHEREAS, pursuant to CRS, §24-90-110, the Weld Library District (hereinafter Library District) has been created by the acts of the Municipalities of Ault, Eaton, Evans, Fort Lupton, Greeley, and Hudson, School District RE-8, and Weld County, and

WHEREAS, the municipalities of Ault, Eaton, Fort Lupton, Greeley and Hudson, as well as Johnstown and Platteville, have indicated an intent, by legislative acts of the governing boards, to "participate," in the Weld Library District under CRS, §24-90-111, which provides for retention of title of the municipal public library and continuance of control by the local Board of Trustees for the municipal library, and

WHEREAS, the Board of County Commissioners of Weld County, Colorado, has indicated its intent to merge its library with the Library District to be administered by the Board of Trustees of the Library District, and

WHEREAS, the intent of the various governing bodies has been set forth in a resolution or ordinance establishing the Weld Library District.

NOW, THEREFORE, for and in consideration of the promises and mutual agreements contained herein,Library District and City of Fort Lupton hereby agree as follows:

1. That Library District agrees to provide to the municipal and school library essentially the same level of services previously delivered by the libraries and agency of Weld County, subject to any further agreements between the parties.

2. That funds shall be made available by the Library District to the municipal and school library according to the formula set forth in this municipality's Resolution regarding the establishment of the Weld Library District and participation by the City of Fort Lupton Library, to wit:

Two-thirds (2/3) of the property tax proceeds collected by the Library District and the mill levy applied to the Fort Lupton school and municipal library service area's assessed value will be allocated by the Weld Library District Board to the municipality for public and
school public library services. The service area shall be defined as the boundaries of Weld County School District RE-8. This Agreement is subject to any further agreement between City of Fort Lupton and School District RE-8 as to the allocation of funds.

3. Annually, the Library Board shall notify, by letter, the amount to be paid each municipality through this Agreement in accordance with the above formula.

4. Payments shall be made monthly in the same proportion of property taxes collected by the district. All funds received shall be accounted for by the municipality in a Library Fund.

The initial term of this Agreement shall be from January 1, 1986, through December 31, 1986, and shall be automatically renewed annually. This Agreement may be updated, modified, revised, renegotiated, or cancelled at any time by mutual consent and in writing by both parties to accommodate changing conditions.

This Agreement was entered into on this 16 day of December, 1985.

ATTEST:
By: 
City Clerk

CITY OF FORT LUPTON

By: 
Mayor

ATTEST:
By: 
Secretary

BOARD OF TRUSTEES
WELD LIBRARY DISTRICT

By: 
President
MODIFICATION AGREEMENT BETWEEN
WELD LIBRARY DISTRICT AND THE TOWN OF JOHNSTOWN

This Agreement is executed by and between WELD LIBRARY DISTRICT
("Library District") and the TOWN OF JOHNSTOWN, COLORADO ("Johnstown") and arises
in part out of the following facts and circumstances:

(a) Library District was created by Ordinance No. 137 adopted on or about
September 11, 1985, by the Board of County Commissioners of Weld County, Colorado, and

(b) Johnstown and Library District executed an agreement on or about November 4,
1985 (the "Prior Agreement") which, inter alia, defined the service area of the Johnstown Municipal
Library to be that portion of Weld County School District RE-5J lying within Weld County,
Colorado, and providing for a division of funds derived from taxation within the Town of Johnstown
and within the service area of the Johnstown Municipal Library, and

(c) Since the date of the Prior Agreement, Johnstown has annexed certain property
situate within the boundaries of the Library District, and within the service area of the Johnstown
Municipal Library, and

(d) Johnstown has requested the Library District to remove from its boundaries, all
land area and improvements situate within the corporate limits of Johnstown, as of the date of the
Prior Agreement, and including additionally that property annexed to Johnstown subsequent to the
date of the Prior Agreement and prior to the date hereof, and as more fully defined and set forth on
Exhibit "A" attached hereto and incorporated herein by reference.

NOW, THEREFORE, in consideration of the premises, and in order to fulfill the
request of Johnstown, the parties hereto bargain and agree as follows:

(1) **Recitals.** The above background recitals are incorporated herein by reference
as though fully set forth.

(2) **Removal from Library District.** The parties agree that all land within the
corporate limits of Johnstown as of the date of the Prior Agreement, and all land within the corporate
limits of Johnstown set forth on Exhibit "A", shall henceforth be removed from the boundaries of
the Weld Library District, subject to approval of the Weld County Board of County Commissioners.

(3) **Ratification.** Except as herein specifically set forth, the parties hereto ratify and
confirm the provisions of the Prior Agreement.

(4) **Effective Date.** This agreement shall be effective upon approval by the Board
of Trustees of the Weld Library District, appropriate action by the Town Board of Trustees of the
Town of Johnstown, the Board of County Commissioners of Weld County and the execution hereby by authorized persons on behalf of such parties.

WELD LIBRARY DISTRICT

By [Signature]
Chairman, Board of Trustees

TOWN OF JOHNSTOWN

By [Signature]
Mayor

The Board of Weld County Commissioners of Weld County, Colorado, hereby acknowledge their approval of the above and foregoing agreement.

Attest: [Signature]
Weld County Clerk and Recorder

By [Signature]
Deputy County Clerk

APPROVED AS TO FORM:

[Signature]
County Attorney

Board of County Commissioners
Weld County, Colorado

H. L. Geist, Chair (01/15/01)

Glenn Vaad, Pro-Tem

William H. Moske

David W. Long

Robert D. Masden
AGREEMENT CONCERNING PARTICIPATION IN
THE WELD LIBRARY DISTRICT

This Agreement Concerning Participation in the Weld Library District ("Agreement"), by and between the Weld Library District ("WLD"), having an address of 1939 61st Avenue, Greeley, CO 80634, and the Fort Lupton Public and School Library ("Fort Lupton"), is entered into this 17th day of September, 2007.

BACKGROUND INFORMATION

WHEREAS, the WLD was established in September 1985, pursuant to CRS §24-90-101 et seq., by the Board of Weld County Commissioners in conjunction with certain governmental units within Weld County, including the City of Fort Lupton (a history of the formation of the WLD is attached as Appendix A and is incorporated herein by reference); and

WHEREAS, at the time of the WLD's formation the City of Fort Lupton operated a public library; and

WHEREAS, by resolution, the Board of Trustees of the City of Fort Lupton and the Board of the Weld County School District RE-8 elected to participate in the WLD, and to retain title to the City's public and school library and to continue control by the Board of Trustees of said library; and

WHEREAS, the service area of said public library was defined as the boundaries of Weld County School District RE-8; and

WHEREAS, in March 1990, the WLD and the Fort Lupton Public and School Library Board entered into an agreement concerning Fort Lupton's participation in the WLD, which, among other things, provided that the WLD would provide services to the public library and would allocate to Fort Lupton for public library purposes two thirds (2/3) of the property tax proceeds collected by the WLD from the mill levy applied to said service area's assessed value; and

WHEREAS, the parties hereto have determined that it is mutually beneficial to amend the 1990 agreement; and

WHEREAS, the parties hereto agree that it is in the best interests of their residents to continue to have certain coordinated library services and have identified their individual and mutual responsibilities for providing the same; and

WHEREAS, the parties hereto wish to set forth their understanding of the terms under which Fort Lupton Public and School Library will continue its participation in the WLD;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, agreements and undertakings set forth in this Agreement, the parties hereto agree as follows:
AGREEMENT

1. **Obligations of WLD.** The WLD agrees to:

a. Collect and distribute to the Fort Lupton Public and School Library, for public library purposes, two thirds (2/3) of the property tax proceeds collected by the WLD from the mill levy applied on behalf of the WLD to the service area defined as the boundaries of Weld RE-8. The remaining one third (1/3) of said property tax proceeds shall be retained by the WLD to be used for its purposes, which shall include but shall not be limited to providing services to the Fort Lupton Public and School Library.

b. Provide the services as agreed upon by the Board of Trustees of the Fort Lupton Public and School Library and the Weld Library District.

2. **Obligations of the City of Fort Lupton and the Board of Trustees of the Fort Lupton Public and School Library.** The Trustees agree to:

a. use the property tax proceeds described above for public library services;

b. comply with the applicable provisions of the Colorado Library Law (C.R.S. §24-90-101 et seq.), including without limitation the provisions related to the Privacy of User Records (C.R.S. §24-90-119);

c. use the guidelines contained in the **Colorado Public Library Standards**, as these may be amended from time to time, to develop and evaluate library services;

d. promote collection and resource sharing by:

i. making all holdings readily available to other libraries;

ii. participating in local, state and national resource sharing projects by adhering to the standards and protocols as specified in the Colorado Libraries Collaborate program (“CLC”) and WLD’s Interlibrary Loan Policy as these may be amended from time to time;

iii. abiding by cataloging rules in effect at WLD, which cataloging at the present time is managed on the WLD’s automated centralized catalog, available for viewing through the Colorado Virtual Library and OCLC;

e. The Board of Trustees of the Fort Lupton Public and School Library shall be responsible for the adoption and implementation of operating policies, and in addition, shall adopt and update the following policies according to applicable state and/or federal guidelines:

i. Internet Use;

ii. Patron Record Privacy;
iii. Patron Conduct;
iv. Materials Challenge Procedure; and
v. Collection Development Policy.

3. **Term.** The term of this Agreement shall commence on September 17, 2007, and shall end on September 17, 2012. At that time, the parties may choose to re-adopt and/or revise this Agreement, or the Fort Lupton Public and School Library may cease participation with the Weld Library District, with sixty (60) days prior written notice to the Weld Library District. In the event this Agreement is not renewed, the WLD, after the end of the term hereof, shall retain all property tax revenues collected from the mill levy applied on behalf of the WLD to the service area described herein and shall provide library services to residents of said service area.

4. **Termination.** This Agreement may be terminated by a party prior to the expiration of its stated term in the event of a material failure by a party to timely perform any obligation hereunder, provided however, that prior to termination, the terminating party give notice to the other party, identifying in reasonable detail the nature of the failure to perform, and giving the other party at least thirty (30) business days to correct it.

5. **Notices.** Any notices required or permitted hereunder shall be sufficient if personally delivered or if sent by certified mail, return receipt requested, addressed as follows:

   If to WLD: Executive Director  
   1939 61st Avenue  
   Greeley, CO 80634

   If to Fort Lupton: Board of Trustees  
   Fort Lupton Public and School Library  
   425 S. Denver Ave.  
   Fort Lupton, CO 80621

6. **Appropriation.** No provision of this Agreement shall be construed or interpreted: (i) to directly or indirectly obligate the WLD to make any payment in any year in excess of amounts appropriated for such year; (ii) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever within the meaning of Article X, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; or (iii) as a donation or grant by the WLD to or in aid of any person, company or corporation within the meaning of Article XI, Section 2 of the Colorado Constitution.

7. **Miscellaneous Provisions.**

a. **Binding Agreement; Severability.** This Agreement shall be binding upon and for the benefit of the parties hereto, their successors and permitted assigns. If this Agreement or any portion of it is for any reason held invalid or unconstitutional by any court of
competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions.

b. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto, and it supersedes all prior contracts, proposals, representations or negotiations which may have existed between the parties pertaining or relating to the items set forth herein.

c. **Amendment.** This Agreement may be amended only by mutual written agreement of the parties hereto.

d. **Assignment.** Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall be in full force and effect as of the day and year first set forth above.

**WELD LIBRARY DISTRICT**

By: [Signature]

President, Board of Trustees

**ATTEST:** [Signature]

Secretary, Board of Trustees

**CITY OF FORT LUPTON**

By: [Signature]

Mayor

**ATTEST:** [Signature]

City Clerk

By resolution, the Board of Trustees of the Fort Lupton Public and School Library concurs with the terms of this Agreement.

By: [Signature]

President, Board of Trustees

**ATTEST:** [Signature]

Secretary, Board of Trustees
AGREEMENT CONCERNING PARTICIPATION IN
THE WELD LIBRARY DISTRICT
WLD 2007.02

This Agreement Concerning Participation in the Weld Library District ("Agreement"), by
and between the Weld Library District ("WLD"), having an address of 1939 61st Avenue,
Greeley, CO 80634, and the Town of Eaton ("Eaton"), is entered into this 17th day of September,
2007.

BACKGROUND INFORMATION

WHEREAS, the WLD was established in September 1985, pursuant to CRS §24-90-101
et seq., by the Board of Weld County Commissioners in conjunction with certain governmental
units within Weld County, including the Town of Eaton (a history of the formation of the WLD
is attached as Appendix A and is incorporated herein by reference); and

WHEREAS, at the time of the WLD’s formation the Town of Eaton operated a public
library; and

WHEREAS, by resolution, the Board of Trustees of the Town of Eaton elected to
participate in the WLD, and to retain title to the Town’s public library and to continue control by
the Board of Trustees of said public library; and

WHEREAS, the service area of said public library was defined as the boundaries of Weld
County School District RE-2; and

WHEREAS, in November 1985, the WLD and the Town of Eaton entered into an
agreement concerning the Town’s participation in the WLD, which, among other things,
provided that the WLD would provide services to the Town’s public library and would allocate
to the Town for public library purposes two thirds (2/3) of the property tax proceeds collected by
the WLD from the mill levy applied to said service area’s assessed value; and

WHEREAS, the parties hereto have determined that it is mutually beneficial to amend the
1985 agreement; and

WHEREAS, the parties hereto agree that it is in the best interests of their residents to
continue to have certain coordinated library services and have identified their individual and
mutual responsibilities for providing the same; and

WHEREAS, the parties hereto wish to set forth their understanding of the terms under
which the Town of Eaton will continue its participation in the WLD;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants,
agreements and undertakings set forth in this Agreement, the parties hereto agree as follows:

10/16/2007 1
AGREEMENT

1. **Obligations of WLD.** The WLD agrees to:

   a. Collect and distribute to the Town of Eaton, for public library purposes, two thirds (2/3) of the property tax proceeds collected by the WLD from the mill levy applied on behalf of the WLD to the service area defined as the boundaries of Weld County School District RE-2. The remaining one third (1/3) of said property tax proceeds shall be retained by the WLD to be used for its purposes, which shall include but shall not be limited to providing services to the public library of the Town of Eaton.

   b. Provide services as agreed upon by the Board of Trustees of the Eaton Public Library and the Weld Library District. The list of services will be reviewed, amended as necessary, and agreed to by WLD and the Eaton Public Library Board of Trustees annually.

2. **Obligations of the Town of Eaton and the Board of Trustees of the Eaton Public Library.** The Town and Trustees agree to:

   a. use the property tax proceeds described above for public library services;

   b. comply with the applicable provisions of the Colorado Library Law (C.R.S. §24-90-101 et seq.), including without limitation the provisions related to the Privacy of User Records (C.R.S. §24-90-119);

   c. use the guidelines contained in the *Colorado Public Library Standards*, as these may be amended from time to time, to develop and evaluate library services;

   d. promote collection and resource sharing by:

      i. making all holdings visible in the Weld Library District catalog, and making holdings available to other libraries in conformance with individual library borrowing privileges.

      ii. participating in local, state and national resource sharing projects by adhering to the standards and protocols as specified in the Colorado Libraries Collaborate program ("CLC") and WLD's Interlibrary Loan Policy as these may be amended from time to time;

      iii. abiding by cataloging rules in effect at WLD, which cataloging at the present time is managed on the WLD's automated centralized catalog, available for viewing through the Colorado Virtual Library and OCLC;

8/3/2007
e. The Board of Trustees of the Eaton Public Library shall be responsible for the adoption and implementation of operating policies, and in addition, shall adopt and update the following policies according to applicable state and/or federal guidelines:

i. Internet Use;
ii. Patron Record Privacy;
iii. Patron Conduct;
iv. Materials Challenge Procedure; and
v. Collection Development Policy.

f. Policies and terms not specifically listed as being under the control of the Weld Library District shall be understood to be under the control of the Eaton Public Library Board of Trustees.

3. **Term.** The term of this Agreement shall commence on September 17, 2007, and shall expire in five years on September 17, 2012, and shall automatically renew for successive five year terms; unless, at the end of any such term, the Weld Library District and the Town of Eaton jointly agree to revise this agreement; OR the Town of Eaton (at its sole option) may cease participation with the Weld Library District with ninety (90) days prior notice to the Weld Library District. In the event this Agreement is not renewed by the Town of Eaton, the WLD, after the end of the term hereof, shall retain all property tax revenues collected from the mill levy applied on behalf of the WLD to the service area described herein and shall provide library services to residents of said service area.

4. **Termination.** This Agreement may be terminated by a party prior to the expiration of its stated term in the event that a party does not meet the obligations as stated in Section 1 and Section 2 of this Agreement, with the provision that prior to termination, the terminating party give notice to the other party, identifying in reasonable detail the nature of the failure to perform, and giving the other party at least ninety (90) business days to implement a mutually agreeable plan to correct it. If at the end of the 90 day period the parties have not reached consensus, both parties agree to evenly share the cost of mediation in an attempt to reach agreement.

5. **Notices.** Any notices required or permitted hereunder shall be sufficient if personally delivered or if sent by certified mail, return receipt requested, addressed as follows:

If to WLD:  
Executive Director  
1939 61st Avenue  
Greeley, CO 80634

10/16/2007
6. **Appropriation.** No provision of this Agreement shall be construed or interpreted: (i) to directly or indirectly obligate the WLD to make any payment in any year in excess of amounts appropriated for such year; (ii) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever within the meaning of Article X, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; or (iii) as a donation or grant by the WLD to or in aid of any person, company or corporation within the meaning of Article XI, Section 2 of the Colorado Constitution.

7. **Miscellaneous Provisions.**

   a. **Binding Agreement; Severability.** This Agreement shall be binding upon and for the benefit of the parties hereto, their successors and permitted assigns. If this Agreement or any portion of it is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions.

   b. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto, and it supersedes all prior contracts, proposals, representations or negotiations which may have existed between the parties pertaining or relating to the items set forth herein.

   c. **Amendment.** This Agreement may be amended only by mutual written agreement of the parties hereto.

   d. **Assignment.** Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall be in full force and effect as of the day and year first set forth above.

By Resolution, the Board of Trustees of the Eaton Public Library concurs with the terms of this Agreement.

WELD LIBRARY DISTRICT
By: [Signature]
President, Board of Trustees

ATTEST: [Signature]
Secretary, Board of Trustees

TOWN OF EATON
By: [Signature]
Mayor

ATTEST: [Signature]
Town Clerk

8/3/2007
APPENDIX A

History of the Formation of the Weld Library District

The Weld Library District ("WLD") was established in 1985, pursuant to the provisions of the Colorado Library Law, C.R.S. §24-90-101 et seq. At the time, the statute allowed two or more governmental units (i.e., county, city and county, city, town or school district) to establish, by ordinance or resolution, and to maintain a library district. The statute has since been amended to define a library district as a political subdivision of the state of Colorado which is also a public library maintained by one or more governmental units. The governmental units establishing the WLD in 1985 were Weld County, Greeley, Ault, Eaton, Fort Lupton, Hudson and School District RE-8 (Fort Lupton). The WLD was to be supported by and to serve all of the unincorporated areas of Weld County and all cities/towns not operating their own public libraries except for the excluded areas of Dacono, Severance, Windsor, Johnstown, Platteville and the unincorporated portions of School District RE-4 within Weld County.

The statute permitted a governmental unit that established a library district to merge its library with the District, and Weld County chose to do so. The County Commissioners, as permitted by the statute, levied a property tax on all real and personal property within the WLD for the use of the WLD.

Greeley, Ault, Eaton, Fort Lupton and Hudson operated their own public libraries at the time the WLD was established. The statute permitted governmental units with their own libraries to retain title to the library property and to continue governance of the library through a library board of trustees, as well as to levy property tax for library purposes. At the same time, such towns could "participate" in a library district. Each of these governmental units entered into an agreement with the WLD defining the circumstances of their participation. The agreement set forth service areas for each of the libraries, which were essentially contiguous with school district boundaries. The agreement stated that two-thirds (2/3) of the property tax proceeds from the County's mill levy would be allocated to the city/town/library for library purposes. The WLD also agreed to provide the same level of services "previously provided by the libraries and agency of Weld County", although that level of service was not defined. Initially, the mill levy for the WLD was approximately 1.5, the maximum permitted by the statute without a vote. Although the participating governmental units were also authorized to levy up to an additional 1.5 mills for their own libraries, they did not do so; thus they received taxes generated by 1 mill of the assessed value in their entire service areas for their libraries.

Two weeks after the official formation of the WLD, Johnstown and Platteville entered into separate agreements with the WLD to participate. Their agreements differed from those of the cities/towns which established the WLD in the following ways:

1. Johnstown agreed to levy 1.5 mills on all property within its municipal limits for
library purposes, and to allocate 1/3 of that amount to the WLD, and the WLD would allocate 2/3 of the property tax collected on its behalf in the Johnstown service area not located within the town (School District RE-5J, except those portions in Larimer County) to Johnstown for library purposes.

2. Platteville agreed to levy 1.5 mills on all property within its city limits and to pay the WLD the amount generated by .5 mills and the WLD agreed to pay Platteville, for library purposes, the amount generated by the levy of 1 mill collected on the WLD’s behalf in the rest of Platteville’s service area which was defined as the south half of School District RE-1. Any other property tax collected by either party for library purposes was to be retained by the collecting party.

In 1990, the City of Greeley discontinued funding the Greeley Public Library, and that library merged into the WLD as a branch library, joining the Centennial Park Branch, the Carbon Valley Branch and Bookmobile Services. The Greeley Public Library Board was dissolved and the WLD Board of Trustees became its governing authority. Its name was changed to the Lincoln Park Branch Library and the entire collection, staff and facility was transferred to the WLD, although the City retained title to the building and currently leases it to the WLD. In 2002, the WLD added the Farr Regional Library, also located in the City of Greeley.

In 1999, the electors of the WLD approved an increased mill levy, adding 1.8 mills to the existing 1.449, and except for Town of Platteville 3.249 mills are now collected by Weld County on behalf of the WLD. The Town of Platteville continues to levy only 1.5 mills.

In November 2005, the portion of the Town of Erie which is within Boulder County voted to join the WLD and approved a mill levy of 3.249 mills. Currently, the WLD is constructing a branch library in Erie and a regional library in Firestone.
AGREEMENT CONCERNING PARTICIPATION IN
THE WELD LIBRARY DISTRICT
WLD 2007.04

This Agreement Concerning Participation in the Weld Library District ("Agreement"), by and between the Weld Library District ("WLD"), having an address of 1939 61st Avenue, Greeley, CO 80634, and the Town of Hudson ("Hudson"), is entered into this 7th day of November, 2007.

BACKGROUND INFORMATION

WHEREAS, the WLD was established in September 1985, pursuant to CRS §24-90-101 et seq., by the Board of Weld County Commissioners in conjunction with certain governmental units within Weld County, including the Town of Hudson (a history of the formation of the WLD is attached as Appendix A and is incorporated herein by reference); and

WHEREAS, at the time of the WLD’s formation the Town of Hudson operated a public library; and

WHEREAS, by resolution, the Board of Trustees of the Town of Hudson elected to participate in the WLD, and to retain title to the Town’s public library and to continue control by the Board of Trustees of said public library; and

WHEREAS, the service area of said public library was defined as the boundaries of Weld County School District RE-3J; and

WHEREAS, in November 1985, the WLD and the Town of Hudson entered into an agreement concerning the Town’s participation in the WLD, which, among other things, provided that the WLD would provide services to the Town’s public library and would allocate to the Town for public library purposes two thirds (2/3) of the property tax proceeds collected by the WLD from the mill levy applied to said service area’s assessed value; and

WHEREAS, the parties hereto have determined that it is mutually beneficial to amend the 1985 agreement; and

WHEREAS, the parties hereto agree that it is in the best interests of their residents to continue to have certain coordinated library services and have identified their individual and mutual responsibilities for providing the same; and

WHEREAS, the parties hereto wish to set forth their understanding of the terms under which the Town of Hudson will continue its participation in the WLD;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, agreements and undertakings set forth in this Agreement, the parties hereto agree as follows:

11/19/2007
AGREEMENT

1. **Obligations of WLD.** The WLD agrees to:

   a. Collect and distribute to the Town of Hudson, for public library purposes, two thirds (2/3) of the property tax proceeds collected by the WLD from the mill levy applied on behalf of the WLD to the service area defined as the boundaries of Weld County School District RE-3J. The remaining one third (1/3) of said property tax proceeds shall be retained by the WLD to be used for its purposes, which shall include but shall not be limited to providing services to the public library of the Town of Hudson.

   b. Provide the services set forth in Appendix B, which is attached hereto and is incorporated herein by reference. The list of services will be reviewed and agreed to by WLD and the Hudson Public Library Board of Trustees annually.

2. **Obligations of the Town of Hudson and the Board of Trustees of the Hudson Public Library.** The Town and Trustees agree to:

   a. use the property tax proceeds described above for public library services;

   b. comply with the applicable provisions of the Colorado Library Law (C.R.S. §24-90-101 *et seq.*), including without limitation the provisions related to the Privacy of User Records (C.R.S. §24-90-119);

   c. use the guidelines contained in the *Colorado Public Library Standards*, as these may be amended from time to time, to develop and evaluate library services;

   d. promote collection and resource sharing by:

      i. making all holdings visible in the Weld Library District catalog, and making holdings available to other libraries in conformance with individual library borrowing privileges.

      ii. participating in local, state and national resource sharing projects by adhering to the standards and protocols as specified in the Colorado Libraries Collaborate program ("CLC") and WLD’s Interlibrary Loan Policy as these may be amended from time to time;

      iii. abiding by cataloging rules in effect at WLD, which cataloging at the present time is managed on the WLD’s automated centralized catalog, available for viewing through the Colorado Virtual Library and OCLC;

   e. The Board of Trustees of the Hudson Public Library shall be responsible for the

10/23/2007
adoption and implementation of operating policies, and in addition, shall adopt and update the following policies according to applicable state and/or federal guidelines:

i. Internet Use;
ii. Patron Record Privacy;
iii. Patron Conduct;
iv. Materials Challenge Procedure; and
v. Collection Development Policy.

f. Policies and terms not specifically listed as being under the control of the Weld Library District shall be understood to be under the control of the Hudson Public Library Board of Trustees.

3. **Term.** The term of this Agreement shall commence on November 7, 2007, and shall expire in five years on November 7, 2012. At that time, the contract will automatically renew for another five year term; OR the Weld Library District and the Town of Hudson and the Board of Trustees of Hudson Public Library may jointly agree to revise and to re-adopt this contract; OR, the Town of Hudson and the Board of Trustees of the Hudson Public Library may cease participation with the Weld Library District, with ninety (90) days prior written notice to the Weld Library District. In the event this agreement is not renewed by the Town of Hudson and the Board of Trustees of the Hudson Public Library, the WLD, after the end of the term hereof, shall retain all property tax revenues collected from the mill levy applied on behalf of the WLD to the service area described herein and shall provide library services to residents of said service area.

4. **Termination.** This Agreement may be terminated by a party prior to the expiration of its stated term in the event that a party does not meet the obligations as stated in Section 1 and Section 2 of this Agreement. provided however, that prior to termination, the terminating party give notice to the other party, identifying in reasonable detail the nature of the failure to perform, and giving the other party at least ninety (90) business days to implement a mutually agreeable plan to correct it.

5. **Notices.** Any notices required or permitted hereunder shall be sufficient if personally delivered or if sent by certified mail, return receipt requested, addressed as follows:

   If to WLD:  
   Executive Director  
   1939 61st Avenue  
   Greeley, CO 80634

   If to Town of Hudson:  
   Town Clerk  
   P.O. Box 351  
   Hudson, CO 80642

11/19/2007
6. **Appropriation.** No provision of this Agreement shall be construed or interpreted: (i) to directly or indirectly obligate the WLD to make any payment in any year in excess of amounts appropriated for such year; (ii) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever within the meaning of Article X, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; or (iii) as a donation or grant by the WLD to or in aid of any person, company or corporation within the meaning of Article XI, Section 2 of the Colorado Constitution.

7. **Miscellaneous Provisions.**

   a. **Binding Agreement; Severability.** This Agreement shall be binding upon and for the benefit of the parties hereto, their successors and permitted assigns. If this Agreement or any portion of it is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions.

   b. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto, and it supersedes all prior contracts, proposals, representations or negotiations which may have existed between the parties pertaining or relating to the items set forth herein.

   c. **Amendment.** This Agreement may be amended only by mutual written agreement of the parties hereto.

   d. **Assignment.** Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall be in full force and effect as of the day and year first set forth above.

By Resolution, the Board of Trustees of the Hudson Public Library concurs with the terms of this Agreement.

HUDSON PUBLIC LIBRARY

By: ____________________________
   President, Board of Trustees

ATTEST: _________________________
   Secretary, Board of Trustees

WELD LIBRARY DISTRICT

By: ____________________________
   President, Board of Trustees

TOWN OF HUDSON

By: ____________________________
   Mayor

ATTEST: _________________________
   Town Clerk
APPENDIX A
History of the Formation of the Weld Library District

The Weld Library District ("WLD") was established in 1985, pursuant to the provisions of the Colorado Library Law, C.R.S. §24-90-101 et seq. At the time, the statute allowed two or more governmental units (i.e., county, city and county, city, town or school district) to establish, by ordinance or resolution, and to maintain a library district. The statute has since been amended to define a library district as a political subdivision of the state of Colorado which is also a public library maintained by one or more governmental units. The governmental units establishing the WLD in 1985 were Weld County, Greeley, Ault, Eaton, Fort Lupton, Hudson and School District RE-8 (Fort Lupton). The WLD was to be supported by and to serve all of the unincorporated areas of Weld County and all cities/towns not operating their own public libraries except for the excluded areas of Dacono, Severance, Windsor, Johnstown, Platteville and the unincorporated portions of School District RE-4 within Weld County.

The statute permitted a governmental unit that established a library district to merge its library with the District, and Weld County chose to do so. The County Commissioners, as permitted by the statute, levied a property tax on all real and personal property within the WLD for the use of the WLD.

Greeley, Ault, Eaton, Fort Lupton and Hudson operated their own public libraries at the time the WLD was established. The statute permitted governmental units with their own libraries to retain title to the library property and to continue governance of the library through a library board of trustees, as well as to levy property tax for library purposes. At the same time, such towns could “participate” in a library district. Each of these governmental units entered into an agreement with the WLD defining the circumstances of their participation. The agreement set forth service areas for each of the libraries, which were essentially contiguous with school district boundaries. The agreement stated that two-thirds (2/3) of the property tax proceeds from the County’s mill levy would be allocated to the city/town/library for library purposes. The WLD also agreed to provide the same level of services “previously provided by the libraries and agency of Weld County”, although that level of service was not defined. Initially, the mill levy for the WLD was approximately 1.5, the maximum permitted by the statute without a vote. Although the participating governmental units were also authorized to levy up to an additional 1.5 mills for their own libraries, they did not do so; thus they received taxes generated by 1 mill of the assessed value in their entire service areas for their libraries.

Two weeks after the official formation of the WLD, Johnstown and Platteville entered into separate agreements with the WLD to participate. Their agreements differed from those of the cities/towns which established the WLD in the following ways:
1. Johnstown agreed to levy 1.5 mills on all property within its municipal limits for library purposes, and to allocate 1/3 of that amount to the WLD, and the WLD would allocate 2/3 of the property tax collected on its behalf in the Johnstown service area not located within the town (School District RE-5J, except those portions in Larimer County) to Johnstown for library purposes.

2. Platteville agreed to levy 1.5 mills on all property within its city limits and to pay the WLD the amount generated by .5 mills and the WLD agreed to pay Platteville, for library purposes, the amount generated by the levy of 1 mill collected on the WLD’s behalf in the rest of Platteville’s service area which was defined as the south half of School District RE-1. Any other property tax collected by either party for library purposes was to be retained by the collecting party.

In 1990, the City of Greeley discontinued funding the Greeley Public Library, and that library merged into the WLD as a branch library, joining the Centennial Park Branch, the Carbon Valley Branch and Bookmobile Services. The Greeley Public Library Board was dissolved and the WLD Board of Trustees became its governing authority. Its name was changed to the Lincoln Park Branch Library and the entire collection, staff and facility was transferred to the WLD, although the City retained title to the building and currently leases it to the WLD. In 2002, the WLD added the Farr Regional Library, also located in the City of Greeley.

In 1999, the electors of the WLD approved an increased mill levy, adding 1.8 mills to the existing 1.449, and except for Town of Platteville. 3.249 mills are now collected by Weld County on behalf of the WLD. The Town of Platteville continues to levy only 1.5 mills.

In November 2005, the portion of the Town of Erie which is within Boulder County voted to join the WLD and approved a mill levy of 3.249 mills. Currently, the WLD is constructing a branch library in Erie and a regional library in Firestone.
Services Provided to Member Libraries Participating in the Weld Library District
Effective January 1 through December 31, 2007
To be reviewed annually

Resource Sharing
  Access to all materials at all libraries participating in Weld Library District
  Daily (M-F) courier service to transport library materials
  Purchasing, maintenance, and access to online databases
  Interlibrary Loan services
  Cooperative collection development

Technical Services
  Cataloging Services
  Centralized Order Management
  Processing for Items Purchased/Cataloged through Technical Services
  Maintain Content of Horizon Database
  Barcodes

Information Technology
  Administration/Maintenance of Integrated Library System
  T-1, DSL and wireless lines, including installation and maintenance
  Cooperative Purchasing, Licensing, and Discount Agreements
  Technical Consulting/Troubleshooting/Support
  Web Hosting/Maintenance (via MyLibrary.us and MiBiblioteca.us)
  Internet filtering
  Remote access to WLD systems
  Host E-Mail Accounts for Staff
  Software Installation
  Equipment Loans (as available)
  Telephone Messaging service (Telecirc)

Finance and Administration
  Tax Collection and Distribution, monthly payments in the same proportion as collected by WLD
  Communication Tools (i.e. Sharepoint, FRED, monthly meetings)
  Billing for Materials Ordered Through Centralized Order Management
  Management of Debt Collect Services
  Compilation of Annual Public Library Statistics Report
  Research and Development (e.g. piloting translation phones)

Continuing Education
  Technology Training/Facilitation
  Workshops, seminars, round-tables on topics that pertain to mutually shared interests

Public Information/Programming
  Web Calendar
AGREEMENT
CONCERNING PARTICIPATION IN THE WELD LIBRARY DISTRICT
WLD 2007. 06

This Agreement Concerning Participation in the Weld Library District
(“Agreement”), by and between the Weld Library District (“WLD”), having an address
1939 61st Avenue, Greeley, CO 80634, and the Town of Platteville (“Platteville”), is
entered into this 1st day of January, 2008.

BACKGROUND INFORMATION
WHEREAS, the WLD was established in September 1985, pursuant to CRS 24- 90-101 et seq., by the Board of Weld County Commissioners in conjunction with certain
governmental units within Weld County, and the Town of Platteville chose to join (a
history of the formation of the WLD is attached as Appendix A and is incorporated
herein by reference); and

WHEREAS, at the time of the WLD’s formation the Town of Platteville operated
a public library; and

WHEREAS, by resolution, the Board of Trustees of the Town of Platteville
elected to participate in the WLD, and to retain title to the Town’s public library and to
continue control by the Board of Trustees of said public library; and

WHEREAS, the service area of said public library was defined as the boundaries
of the South Half of Weld County School District RE-1; with the north boundary of the
service area being Weld County Road 40; and

WHEREAS, in November 1985, the WLD and the Town of Platteville entered
into an agreement concerning the Town’s participation in the WLD, which, among other
things, provided that the WLD would provide services to the Town’s public library and
would allocate to the Town for public library purposes two thirds (2/3) of the property tax
proceeds collected by the WLD from the mill levy applied to said service area’s assessed
value; and

WHEREAS, the parties hereto have determined that it is mutually beneficial to
amend the 1985 agreement; and

WHEREAS, the parties hereto agree that it is in the best interest of their residents
to continue to have certain coordinated library services and have identified their
individual and mutual responsibilities for providing the same; and

WHEREAS, the parties hereto wish to set forth their understanding of the terms
under which the Town of Platteville will continue its participation in the WLD;
NOW, THEREFORE, for and in consideration of the mutual promises, covenants, agreements and undertakings set forth in this Agreement, the parties hereto agree as follows:

1. **Obligations of WLD**. The WLD agrees to:

   a. Collect and distribute to the Town of Platteville, for public library purposes, two thirds (2/3) of the property tax proceeds collected by the WLD from the mill levy applied on behalf of the WLD to the service area defined as the South Half of Weld County School District RE-1. The remaining one third (1/3) of said property tax proceeds shall be retained by the WLD to be used for its purposes, which shall include but shall not be limited to providing services to the public library of the Town of Platteville.

   b. Provide the services as agreed upon by the Board of Trustees of the Platteville Public Library and the Weld Library District. The list of services will be reviewed and agreed to by WLD and the Platteville Public Library Board of Trustees annually.

2. **Obligations of the Town of Platteville and the Board of Trustees of the Platteville Public Library**. The Town and Trustees agree to:

   a. Use the property tax proceeds described above for public library services; the Town will levy not less than one and one-half (1 ½) mills upon the assessed valuation of all taxable property in the Town for Library purposes; the property taxes generated by the levy of one-half of one mill upon the assessed valuation of taxable property within the corporate limits of the Town will be allocated and paid by the Town to the Weld Library District, and on (1) mill to be retained by the Town for Library purposes.

   b. Comply with the applicable provisions of the Colorado Library Law (C.R.S. 24-90-101 *et seq.*), including without limitation the provisions related to the Privacy of User Records (C.R.S. 24-90-119);

   c. Use the guidelines contained in the Colorado Public Library Standards, as these may be amended from time to time, to develop and evaluate library services;

   d. Promote collection and resource sharing by:

      i. Making all holdings visible in the Weld Library District catalog, and making holdings available to other libraries in conformance with individual library borrowing privileges.

      ii. Participating in local, state and national resource sharing projects by adhering to the standards and protocols as specified in the Colorado Libraries Collaborate program ("CLC") and WLD’s Interlibrary Loan Policy as these may be amended from time to time;
iii. Abiding by cataloging rules in effect at WLD, which cataloging at the present time is managed on the WLD’s automated centralized catalog, available for viewing through the Colorado Virtual Library and OCLC;

e. The Board of Trustees of the Platteville Public Library shall be responsible for the adoption and implementation of operating policies, and in addition, shall adopt and update the following policies according to applicable state and/or federal guidelines:

   i. Internet Use
   ii. Patron Record Privacy
   iii. Patron Conduct
   iv. Materials Challenge Procedure; and
   v. Collection Development Policy

f. Policies and terms not specifically listed as being under the control of the Weld Library District shall be understood to be under the control of the Platteville Public Library Board of Trustees.

3. **Term.** The term of this Agreement shall commence on December 18, 2007 and shall expire after five years on December 18, 2012. At that time, the contract will automatically renew for another five year term; OR the Weld Library District and the Town of Platteville may jointly agree to choose to revise and re-adopt this contract; OR the Town of Platteville (at its sole option) may cease participation with the Weld Library District with ninety (90) days prior notice to the Weld Library District.

4. **Termination.** This Agreement may be terminated by either party prior to the expiration of its stated term. In the event of a failure by either party to timely perform any obligation hereunder, provided however, that prior to termination, the terminating party give notice to the other party at least ninety (90) business days to correct it. If at the end of the ninety (90) day period the parties have not reached consensus, then both parties agree to evenly share the cost of mediation in an attempt to reach an agreement. In the event this agreement is not renewed by the Town of Platteville, the WLD, after the end of the term hereof, shall retain all property tax revenues collected from the mill levy applied on behalf of the WLD to the service area described herein and shall provide library services to residents of said service area.

5. **Notices.** Any notices required or permitted hereunder shall be sufficient if personally delivered or if sent by certified mail, return receipt requested, addressed as follows:

   If to WLD:  Executive Director
               1939 61st Ave
               Greeley, CO  80634
If to the Town of Platteville:

Town Clerk
400 Grand Ave
Platteville, CO 80651

Platteville Library Board of Trustees
504 Marion Ave
PO Box 567
Platteville, CO 80651

6. **TABOR. Colorado Constitution, Article X, Section 20.** Notwithstanding other provisions in this Agreement to the contrary, the Parties understand and acknowledge that the Town is subject to Article X, § 20 of the Colorado Constitution ("TABOR").

   a. The parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement.

   b. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the Town are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the Town’s current fiscal period ending upon the next succeeding December 31.

   c. Financial obligations of the Town payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with ordinances and resolutions of the Town and other applicable law.

   d. Notwithstanding any other provision of this Agreement concerning termination, upon the Town’s failure to appropriate such funds, the Agreement shall automatically terminate.

7. **Miscellaneous Provisions:**

   a. **Binding Agreement; Severability.** This Agreement shall be binding upon and for the benefit of the parties hereto, their successors and permitted assigns. If this Agreement or any portion of it is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions.

   b. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto, and it supersedes all prior contracts, proposals, representations or negotiations which may have existed between the parties pertaining or relating to the items set forth herein.
c. Amendment. This Agreement may be amended only by mutual written agreement of the parties hereto.

d. Assignment. Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall be in full force and effect as of the day and year first set forth above.

WELD LIBRARY DISTRICT

By: President, Board of Trustees

Attest: Lucy C. .
Secretary, Board of Trustees

TOWN OF PLATTEVILLE

By: 

Attest: TOWN OF PLATTEVILLE
AGREEMENT BETWEEN THE HIGH PLAINS LIBRARY DISTRICT
AND
THE TOWN OF JOHNSTOWN
REGARDING LIBRARY SERVICES
HPLD 2007.03.C

THIS AGREEMENT concerning participation in the High Plains Library District ("HPLD"), by and between the HIGH PLAINS LIBRARY DISTRICT ("HPLD"), having an address of 1939 61st Avenue, Greeley, CO 80634, and the TOWN OF JOHNSTOWN ("Johnstown"), is entered into this 18th day of February, 2009.

BACKGROUND INFORMATION

WHEREAS, the HPLD was established in September 1985, pursuant to CRS § 24-90-101 et seq., by the Board of Weld County Commissioners in conjunction with certain governmental units within Weld County, and the Town of Johnstown chose to join (a history of the formation of the HPLD is attached as Appendix A and is incorporated herein by reference); and

WHEREAS, at the time of the HPLD’s formation the Town of Johnstown operated a public library; and

WHEREAS, by resolution, the Board of Trustees of the Town of Johnstown elected to participate in the HPLD, and to retain title to the Town’s public library and to continue control by the Board of Trustees of said public library; and

WHEREAS, the service area of said public library was defined as the boundaries of Weld County School District RE-5J except those portions lying within Larimer County, Colorado, and, as modified in January 2001, removes all land within the corporate limits of Johnstown from the High Plains Library District; and

WHEREAS, in November 1985, the HPLD and the Town of Johnstown entered into an agreement concerning the Town’s participation in the HPLD, which, among other things, provided that the HPLD would provide services to the Town’s public library and would allocate to the Town for public library purposes two thirds (2/3) of the property tax proceeds collected by the HPLD from the mill levy applied to said service area outside the boundaries of the Town of Johnstown; and

WHEREAS, the parties hereto have determined that it is mutually beneficial to amend the 1985 and 2001 agreements; and
WHEREAS, the parties hereto agree that it is in the best interests of their residents to continue to have certain coordinated library services and have identified their individual and mutual responsibilities for providing the same; and

WHEREAS, the parties hereto wish to set forth their understanding of the terms under which the Town of Johnstown will continue its participation in the HPLD.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, agreements and undertakings set forth in this Agreement, the parties hereto agree as follows:

AGREEMENT

1. **Obligations of HPLD.** The HPLD agrees to:

   a. Collect and distribute to the Glenn A. Jones, M.D., Memorial Library, for public library purposes, two thirds (2/3) of the property tax proceeds collected by the HPLD from the mill levy applied on behalf of the HPLD to the service area defined as the boundaries of Weld County School District RE-5J, except all land within the corporate limits of Johnstown or outside Weld County. The remaining one third (1/3) of said property tax proceeds shall be retained by the HPLD to be used for its purposes, which shall include but shall not be limited to providing services to the public library of the Town of Johnstown.

   b. Provide services as agreed upon by the High Plains Library District and the Board of Trustees of the Glenn A. Jones, M.D., Memorial Library. The list of services will be reviewed and agreed to by HPLD and the Glenn A. Jones, M.D., Memorial Library Board of Trustees annually. The extent of service provided will be based upon the District’s annual budget, and to the extent it is feasible to do so, the District will offer services which are available to other libraries. The service to be provided may not be identical to, but will be comparable to the level of service provided to all other District libraries (whether branch or member). Feasibility will be determined by such factors as (1) the District may not be able to provide the requested service until the next budget year, (2) there may be a cost component to be provided by member libraries that may not be the same as that applicable to District-owned libraries.

2. **Obligations of the Town of Johnstown and the Board of Trustees of the Glenn A. Jones, M.D., Memorial Library.** The Town and Trustees agree to:

   a. Two-third (2/3) of the property taxes collected for library purposes within the Town’s corporate limits will be allocated to the municipal library of the Town of Johnstown for public library services in its service area and one-third (1/3) thereof will be allocated to the High Plains Library District.
b. use the property tax proceeds described above for public library services;

c. comply with the applicable provisions of the Colorado Library Law (C.R.S. §24-90-101 et seq.), including, without limitation, the provisions related to the Privacy of User Records (C.R.S. §24-90-119);

d. use the guidelines contained in the *Colorado Public Library Standards*, as these may be amended from time to time, to develop and evaluate library services;

e. promote collection and resource sharing by:

i. making all holdings visible in the High Plains Library District catalog, and making holdings available to other libraries in conformance with individual library borrowing privileges.

ii. participating in local, state and national resource sharing projects by adhering to the standards and protocols as specified in the Colorado Libraries Collaborate program ("CLC") and HPLD’s Interlibrary Loan Policy as these may be amended from time to time;

iii. abiding by cataloging rules in effect at HPLD, which cataloging at the present time is managed on the HPLD’s automated centralized catalog, available for viewing through the Colorado Virtual Library and OCLC;

f. The Board of Trustees of the Glenn A. Jones, M.D., Memorial Library shall be responsible for the adoption and implementation of operating policies, and in addition, shall adopt and update the following policies according to applicable state and/or federal guidelines:

i. Internet Use;

ii. Patron Record Privacy;

iii. Patron Conduct;

iv. Materials Challenge Procedure;

v. Collection Development Policy; and

vi. Patron Access and use, including access and use by residents outside of Weld County who are also residents of Johnstown.

g. Policies and terms not specifically listed as being under the control of the High Plains Library District shall be understood to be under the control of the Glenn A. Jones, M.D., Memorial Library Board of Trustees.
3. **Term.** The term of this Agreement shall commence on **April 31**, 2009, and shall expire in five years on **April 31**, 2014, and shall automatically renew for successive five-year terms; unless, at the end of any such term, the High Plains Library District and the Town of Johnstown jointly agree to revise this Agreement; OR the Town of Johnstown (at its sole option) may cease participation with the High Plains Library District with ninety (90) days prior notice to the High Plains Library District. In the event this Agreement is not renewed by the Town of Johnstown, the HPLD, after the end of the term hereof, shall retain all property tax revenues collected from the mill levy applied on behalf of the HPLD to the service area described herein and shall provide library services to residents of said service area. In the event this Agreement is not renewed by the Town of Johnstown, the HPLD, after the end of the term hereof, shall retain all property tax revenues collected from the mill levy applied on behalf of the HPLD to the service area described in Paragraph 1.a. herein, and residents of said service area shall be eligible to receive services from other libraries within the HPLD.

4. **Termination.** This Agreement may be terminated by a party prior to the expiration of its stated term in the event that a party does not meet the obligations as stated in Section 1 and Section 2 of this Agreement with the provision that prior to termination, the terminating party give notice to the other party, identifying in reasonable detail the nature of the failure to perform, and giving the other party at least ninety (90) business days to implement a mutually agreeable plan to correct it. If, at the end of the 90-day period, the parties have not reached consensus, both parties agree to evenly share the cost of mediation in an attempt to reach agreement.

5. **Notices.** Any notices required or permitted hereunder shall be sufficient if personally delivered or if sent by certified mail, return receipt requested, addressed as follows:

If to HPLD:  
Executive Director  
1939 61st Avenue  
Greeley, CO 80634

If to Town of Johnstown:  
Library Director  
Glenn A. Jones, M.D. Memorial Library  
400 So. Parish  
Johnstown, CO 80534

6. **Appropriation.** No provision of this Agreement shall be construed or interpreted: (i) to directly or indirectly obligate the HPLD to make any payment in any year in excess of amounts appropriated for such year; (ii) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever within the meaning of Article X, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; or (iii) as a donation or grant by the HPLD to or in aid of any person, company or corporation within the meaning of Article XI, Section 2 of the Colorado Constitution.
7. **Miscellaneous Provisions.**

a. **Binding Agreement; Severability.** This Agreement shall be binding upon and for the benefit of the parties hereto, their successors and permitted assigns. If this Agreement or any portion of it is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions.

b. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto, and it supersedes all prior contracts, proposals, representations or negotiations which may have existed between the parties pertaining or relating to the items set forth herein.

c. **Amendment.** This Agreement may be amended only by mutual written agreement of the parties hereto.

d. **Assignment.** Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall be in full force and effect as of the day and year first set forth above.

By Resolution, the Board of Trustees of the Glenn A. Jones, M.D., Memorial Library concurs with the terms of this Agreement.

HIGH PLAINS LIBRARY DISTRICT

By: ____________________________
    President, Board of Trustees

ATTEST: _________________________
    Secretary, Board of Trustees

TOWN OF JOHNSTOWN

By: ____________________________
    Mayor, Mark Romanowski

ATTEST: _________________________
    Town Clerk, Diana Seele

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APPENDIX A

History of the Formation of the High Plains Library District

The High Plains Library District ("HPLD") was established in 1985, pursuant to the provisions of the Colorado Library Law, C.R.S. §24-90-101 et seq. At the time, the statute allowed two or more governmental units (i.e., county, city and county, city, town or school district) to establish, by ordinance or resolution, and to maintain a library district. The statute has since been amended to define a library district as a political subdivision of the state of Colorado which is also a public library maintained by one or more governmental units. The governmental units establishing the HPLD in 1985 were Weld County, Greeley, Ault, Eaton, Fort Lupton, Hudson and School District RE-8 (Fort Lupton). The HPLD was to be supported by and to serve all of the unincorporated areas of Weld County and all cities/towns not operating their own public libraries except for the excluded areas of Dacono, Severance, Windsor, Johnstown, Platteville and the unincorporated portions of School District RE-4 within Weld County.

The statute permitted a governmental unit that established a library district to merge its library with the District, and Weld County chose to do so. The County Commissioners, as permitted by the statute, levied a property tax on all real and personal property within the HPLD for the use of the HPLD.

Greeley, Ault, Eaton, Fort Lupton and Hudson operated their own public libraries at the time the HPLD was established. The statute permitted governmental units with their own libraries to retain title to the library property and to continue governance of the library through a library board of trustees, as well as to levy property tax for library purposes. At the same time, such towns could "participate" in a library district. Each of these governmental units entered into an agreement with the HPLD, defining the circumstances of their participation. The agreement set forth service areas for each of the libraries, which were essentially contiguous with school district boundaries. The agreement stated that two-thirds (2/3) of the property tax proceeds from the County's mill levy would be allocated to the city/town/library for library purposes. The HPLD also agreed to provide the same level of services "previously provided by the libraries and agency of Weld County", although that level of service was not defined. Initially, the mill levy for the HPLD was approximately 1.5, the maximum permitted by the statute without a vote. Although the participating governmental units were also authorized to levy up to an additional 1.5 mills for their own libraries, they did not do so; thus they received taxes generated by 1 mill of the assessed value in their entire service areas for their libraries.

Two weeks after the official formation of the HPLD, Johnstown and Platteville entered into separate agreements with the HPLD to participate. Their agreements differed from those of the cities/towns which established the HPLD in the following ways:
1. Johnstown agreed to levy 1.5 mills on all property within its municipal limits for library purposes, and to allocate 1/3 of that amount to the HPLD, and the HPLD would allocate 2/3 of the property tax collected on its behalf in the Johnstown service area not located within the town (School District RE-5J, except those portions in Larimer County) to Johnstown for library purposes.

2. Platteville agreed to levy 1.5 mills on all property within its city limits and to pay the HPLD the amount generated by .5 mills and the HPLD agreed to pay Platteville, for library purposes, the amount generated by the levy of 1 mill collected on the HPLD’s behalf in the rest of Platteville’s service area which was defined as the south half of School District RE-1. Any other property tax collected by either party for library purposes was to be retained by the collecting party.

In 1990, the City of Greeley discontinued funding the Greeley Public Library, and that library merged into the HPLD as a branch library, joining the Centennial Park Branch, the Carbon Valley Branch and Bookmobile Services. The Greeley Public Library Board was dissolved and the HPLD Board of Trustees became its governing authority. Its name was changed to the Lincoln Park Branch Library and the entire collection, staff and facility was transferred to the HPLD, although the City retained title to the building and currently leases it to the HPLD. In 2002, the HPLD added the Farr Regional Library, also located in the City of Greeley.

In 1999, the electors of the HPLD approved an increased mill levy, adding 1.8 mills to the existing 1.449, and except for Town of Platteville 3.249 mills are now collected by Weld County on behalf of the HPLD. The Town of Platteville continues to levy only 1.5 mills.

In November 2005, the portion of the Town of Erie which is within Boulder County voted to join the HPLD and approved a mill levy of 3.249 mills. Currently, the HPLD is constructing a branch library in Erie and a regional library in Firestone.

April 21, 2008 the former “Weld Library District” officially adopted the new name, the “High Plains Library District.”
AGREEMENT CONCERNING PARTICIPATION IN
THE HIGH PLAINS LIBRARY DISTRICT

This Agreement Concerning Participation in the High Plains Library District ("Agreement"), by and between the High Plains Library District ("HPLD"), having an address of 2650 W. 29th Street, Greeley, CO 80631, and the Town of Eaton ("Eaton"), is entered into this day of August 13, 2012.

BACKGROUND INFORMATION

WHEREAS, the HPLD (formerly named "Weld Library District") was established in September 1985, pursuant to CRS §24-90-101 et seq., by the Board of Weld County Commissioners in conjunction with certain governmental units within Weld County, including the Town of Eaton (a history of the formation of the HPLD is attached as Appendix A and is incorporated herein by reference); and

WHEREAS, at the time of the HPLD’s formation the Town of Eaton operated a public library; and

WHEREAS, by resolution, the Board of Trustees of the Town of Eaton elected to participate in the HPLD, and to retain title to the Town’s public library and to continue control by the Board of Trustees of said public library; and

WHEREAS, the service area of said public library was defined as the boundaries of Weld County School District RE-2; and

WHEREAS, in November 1985, the HPLD and the Town of Eaton entered into an agreement concerning the Town’s participation in the HPLD, which, among other things, provided that the HPLD would provide services to the Town’s public library and would allocate to the Town for public library purposes two thirds (2/3) of the property tax proceeds collected by the HPLD from the mill levy applied to said service area’s assessed value; and

WHEREAS, the parties hereto have determined that it is mutually beneficial to amend the 1985 agreement; and

WHEREAS, the parties hereto agree that it is in the best interests of their residents to continue to have certain coordinated library services and have identified their individual and mutual responsibilities for providing the same; and

WHEREAS, the parties hereto wish to set forth their understanding of the terms under which the Town of Eaton will continue its participation in the HPLD;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, agreements and undertakings set forth in this Agreement, the parties hereto agree as follows:

8/9/2012
AGREEMENT

1. **Obligations of HPLD.** The HPLD agrees to:

   a. Collect and distribute to the Town of Eaton, for public library purposes, two thirds (2/3) of the property tax proceeds collected by the HPLD from the mill levy applied on behalf of the HPLD to the service area defined as the boundaries of Weld County School District RE-2. The remaining one third (1/3) of said property tax proceeds shall be retained by the HPLD to be used for its purposes, which shall include but shall not be limited to providing services to the public library of the Town of Eaton.

   b. Provide the services set forth in Appendix B, which is attached hereto and is incorporated herein by reference. The list of services will be reviewed and agreed to by HPLD and the Eaton Public Library Board of Trustees annually.

2. **Obligations of the Town of Eaton and the Board of Trustees of the Eaton Public Library.** The Town and Trustees agree to:

   a. use the property tax proceeds described above for public library services;

   b. comply with the applicable provisions of the Colorado Library Law (C.R.S. §24-90-101 et seq.), including without limitation the provisions related to the Privacy of User Records (C.R.S. §24-90-119);

   c. use the guidelines contained in the *Colorado Public Library Standards*, as these may be amended from time to time, to develop and evaluate library services;

   d. promote collection and resource sharing by:

      i. making all holdings visible in the High Plains Library District catalog, and making holdings available to other libraries in conformance with individual library borrowing privileges.

      ii. participating in local, state and national resource sharing projects by adhering to the standards and protocols as specified in the Colorado Libraries Collaborate program ("CLC") and HPLD's Interlibrary Loan Policy as these may be amended from time to time;

      iii. abiding by cataloging rules in effect at HPLD, which cataloging at the present time is managed on the HPLD's automated centralized catalog.

   e. The Board of Trustees of the Eaton Public Library shall be responsible for the adoption and implementation of operating policies, and in addition, shall adopt and

8/9/2012
update the following policies according to applicable state and/or federal guidelines:

i. Internet Use;
ii. Patron Record Privacy;
iii. Patron Conduct;
iv. Materials Challenge Procedure; and
v. Collection Development Policy.

f. Policies and terms not specifically listed as being under the control of the High Plains Library District shall be understood to be under the control of the Eaton Public Library Board of Trustees.

3. **Term.** The term of this Agreement shall commence on September 18, 2012 and shall expire in five years on September 17, 2017. At that time, the contract will automatically renew for another five year term; OR the High Plains Library District and the Town of Eaton and the Board of Trustees of Eaton Public Library may jointly agree to revise and to re-adopt this contract; OR, the Town of Eaton and the Board of Trustees of the Eaton Public Library may cease participation with the High Plains Library District, with ninety (90) days prior written notice to the High Plains Library District. In the event this agreement is not renewed by the Town of Eaton and the Board of Trustees of the Eaton Public Library, the HPLD, after the end of the term hereof, shall retain all property tax revenues collected from the mill levy applied on behalf of the HPLD to the service area described herein and shall provide library services to residents of said service area.

4. **Termination.** This Agreement may be terminated by a party prior to the expiration of its stated term in the event that a party does not meet the obligations as stated in Section 1 and Section 2 of this Agreement. provided however, that prior to termination, the terminating party give notice to the other party, identifying in reasonable detail the nature of the failure to perform, and giving the other party at least ninety (90) business days to implement a mutually agreeable plan to correct it. If at the end of the 90 day period the parties have not reached consensus, both parties agree to evenly share the cost of mediation in an attempt to reach agreement.

5. **Notices.** Any notices required or permitted hereunder shall be sufficient if personally delivered or if sent by certified mail, return receipt requested, addressed as follows:

If to HPLD: Executive Director
2650 W. 29th Street
Greeley, CO 80631

If to Town of Eaton: Town Clerk
223 1st Street
Eaton, CO 80615

8/9/2012
6. **Appropriation.** No provision of this Agreement shall be construed or interpreted: (i) to directly or indirectly obligate the HPLD to make any payment in any year in excess of amounts appropriated for such year; (ii) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever within the meaning of Article X, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; or (iii) as a donation or grant by the HPLD to or in aid of any person, company or corporation within the meaning of Article XI, Section 2 of the Colorado Constitution.

7. **Miscellaneous Provisions.**

a. **Binding Agreement; Severability.** This Agreement shall be binding upon and for the benefit of the parties hereto, their successors and permitted assigns. If this Agreement or any portion of it is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions.

b. ** Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto, and it supersedes all prior contracts, proposals, representations or negotiations which may have existed between the parties pertaining or relating to the items set forth herein.

c. **Amendment.** This Agreement may be amended only by mutual written agreement of the parties hereto.

d. **Assignment.** Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall be in full force and effect as of the day and year first set forth above.

HIGH PLAINS LIBRARY DISTRICT
By: _Lucile C. Brunscher_
   Chairman, Board of Trustees

ATTEST: _Jacqueline Hadler_
    Secretary, Board of Trustees

EATON PUBLIC LIBRARY
By: _V. McNeil Pettit_
   President, Board of Trustees

ATTEST: _June E. Gustafson_
    Secretary, Board of Trustees

TOWN OF EATON
By: _Scott E. Moore_
   Mayor

ATTEST: _Erika C. Bagley_
    Town Clerk

8/9/2012
APPENDIX A
History of the Formation of the Weld Library District

The Weld Library District ("WLD") was established in 1985, pursuant to the provisions of the Colorado Library Law, C.R.S. §24-90-101 et seq. At the time, the statute allowed two or more governmental units (i.e., county, city and county, city, town or school district) to establish, by ordinance or resolution, and to maintain a library district. The statute has since been amended to define a library district as a political subdivision of the state of Colorado which is also a public library maintained by one or more governmental units. The governmental units establishing the WLD in 1985 were Weld County, Greeley, Ault, Eaton, Fort Lupton, Hudson and School District RE-8 (Fort Lupton). The WLD was to be supported by and to serve all of the unincorporated areas of Weld County and all cities/towns not operating their own public libraries except for the excluded areas of Dacono, Severance, Windsor, Johnstown, Platteville and the unincorporated portions of School District RE-4 within Weld County.

The statute permitted a governmental unit that established a library district to merge its library with the District, and Weld County chose to do so. The County Commissioners, as permitted by the statute, levied a property tax on all real and personal property within the WLD for the use of the WLD.

Greeley, Ault, Eaton, Fort Lupton and Hudson operated their own public libraries at the time the WLD was established. The statute permitted governmental units with their own libraries to retain title to the library property and to continue governance of the library through a library board of trustees, as well as to levy property tax for library purposes. At the same time, such towns could "participate" in a library district. Each of these governmental units entered into an agreement with the WLD defining the circumstances of their participation. The agreement set forth service areas for each of the libraries, which were essentially contiguous with school district boundaries. The agreement stated that two-thirds (2/3) of the property tax proceeds from the County's mill levy would be allocated to the city/town/library for library purposes. The WLD also agreed to provide the same level of services "previously provided by the libraries and agency of Weld County", although that level of service was not defined. Initially, the mill levy for the WLD was approximately 1.5, the maximum permitted by the statute without a vote. Although the participating governmental units were also authorized to levy up to an additional 1.5 mills for their own libraries, they did not do so; thus they received taxes generated by 1 mill of the assessed value in their entire service areas for their libraries.

Two weeks after the official formation of the WLD, Johnstown and Platteville entered into separate agreements with the WLD to participate. Their agreements differed from those of the cities/towns which established the WLD in the following ways:
1. Johnstown agreed to levy 1.5 mills on all property within its municipal limits for library purposes, and to allocate 1/3 of that amount to the WLD, and the WLD would allocate 2/3 of the property tax collected on its behalf in the Johnstown service area not located within the town (School District RE-5J, except those portions in Larimer County) to Johnstown for library purposes.

2. Platteville agreed to levy 1.5 mills on all property within its city limits and to pay the WLD the amount generated by .5 mills and the WLD agreed to pay Platteville, for library purposes, the amount generated by the levy of 1 mill collected on the WLD's behalf in the rest of Platteville's service area which was defined as the south half of School District RE-1. Any other property tax collected by either party for library purposes was to be retained by the collecting party.

In 1990, the City of Greeley discontinued funding the Greeley Public Library, and that library merged into the WLD as a branch library, joining the Centennial Park Branch, the Carbon Valley Branch and Bookmobile Services. The Greeley Public Library Board was dissolved and the WLD Board of Trustees became its governing authority. Its name was changed to the Lincoln Park Branch Library and the entire collection, staff and facility was transferred to the WLD, although the City retained title to the building and currently leases it to the WLD. In 2002, the WLD added the Farr Regional Library, also located in the City of Greeley.

In 1999, the electors of the WLD approved an increased mill levy, adding 1.8 mills to the existing 1.449, and except for Town of Platteville. 3.249 mills are now collected by Weld County on behalf of the HPLD. The Town of Platteville continues to levy only 1.499 mills.

In November 2005, the portion of the Town of Erie which is within Boulder County voted to join the WLD and approved a mill levy of 3.249 mills. A branch library in Erie and a regional library in Firestone opened in 2008.

The Weld Library District changed its name to the High Plains Library District in 2008.
AGREEMENT CONCERNING PARTICIPATION IN
THE HIGH PLAINS LIBRARY DISTRICT

This Agreement Concerning Participation in the High Plains Library District ("Agreement"), by and between the High Plains Library District ("HPLD"), having an address of 2650 W. 29th Street, Greeley, CO 80631, and the Town of Hudson ("Hudson"), is entered into this 13th day of November, 2012.

BACKGROUND INFORMATION

WHEREAS, the HPLD (formerly named "Weld Library District") was established in September 1985, pursuant to CRS §24-90-101 et seq., by the Board of Weld County Commissioners in conjunction with certain governmental units within Weld County, including the Town of Hudson (a history of the formation of the HPLD is attached as Appendix A and is incorporated herein by reference); and

WHEREAS, at the time of the HPLD's formation the Town of Hudson operated a public library; and

WHEREAS, by resolution, the Board of Trustees of the Town of Hudson elected to participate in the HPLD, and to retain title to the Town's public library and to continue control by the Board of Trustees of said public library; and

WHEREAS, the service area of said public library was defined as the boundaries of Weld County School District RE-3J; and

WHEREAS, in November 1985, the HPLD and the Town of Hudson entered into an agreement concerning the Town's participation in the HPLD, which, among other things, provided that the HPLD would provide services to the Town's public library and would allocate to the Town for public library purposes two thirds (2/3) of the property tax proceeds collected by the HPLD from the mill levy applied to said service area's assessed value; and

WHEREAS, the parties hereto have determined that it is mutually beneficial to amend the 1985 agreement; and

WHEREAS, the parties hereto agree that it is in the best interests of their residents to continue to have certain coordinated library services and have identified their individual and mutual responsibilities for providing the same; and

WHEREAS, the parties hereto wish to set forth their understanding of the terms under which the Town of Hudson will continue its participation in the HPLD;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, agreements and undertakings set forth in this Agreement, the parties hereto agree as follows:

1/13/2012
AGREEMENT

1. **Obligations of HPLD.** The HPLD agrees to:

a. Collect and distribute to the Town of Hudson, for public library purposes, two thirds (2/3) of the property tax proceeds collected by the HPLD from the mill levy applied on behalf of the HPLD to the service area defined as the boundaries of Weld County School District RE-3J. The remaining one third (1/3) of said property tax proceeds shall be retained by the HPLD to be used for its purposes, which shall include but shall not be limited to providing services to the public library of the Town of Hudson.

b. Provide the services set forth in Appendix B, which is attached hereto and is incorporated herein by reference. The list of services will be reviewed and agreed to by HPLD and the Hudson Public Library Board of Trustees annually.

2. **Obligations of the Town of Hudson and the Board of Trustees of the Hudson Public Library.** The Town and Trustees agree to:

a. use the property tax proceeds described above for public library services;

b. comply with the applicable provisions of the Colorado Library Law (C.R.S. §24-90-101 *et seq.*), including without limitation the provisions related to the Privacy of User Records (C.R.S. §24-90-119);

c. use the guidelines contained in the *Colorado Public Library Standards*, as these may be amended from time to time, to develop and evaluate library services;

d. promote collection and resource sharing by:

i. making all holdings visible in the High Plains Library District catalog, and making holdings available to other libraries in conformance with individual library borrowing privileges.

ii. participating in local, state and national resource sharing projects by adhering to the standards and protocols as specified in the Colorado Libraries Collaborate program ("CLC") and HPLD’s Interlibrary Loan Policy as these may be amended from time to time;

iii. abiding by cataloging rules in effect at HPLD, which cataloging at the present time is managed on the HPLD’s automated centralized catalog.

e. The Board of Trustees of the Hudson Public Library shall be responsible for the adoption and implementation of operating policies, and in addition, shall adopt and
update the following policies according to applicable state and/or federal guidelines:

i. Internet Use;
ii. Patron Record Privacy;
iii. Patron Conduct;
iv. Materials Challenge Procedure; and
v. Collection Development Policy.

f. Policies and terms not specifically listed as being under the control of the High Plains Library District shall be understood to be under the control of the Hudson Public Library Board of Trustees.

3. **Term.** The term of this Agreement shall commence on November 8, 2012 and shall expire in five years on November 7, 2017. At that time, the contract will automatically renew for another five year term; OR the High Plains Library District and the Town of Hudson and the Board of Trustees of Hudson Public Library may jointly agree to revise and to re-adopt this contract; OR, the Town of Hudson and the Board of Trustees of the Hudson Public Library may cease participation with the High Plains Library District, with ninety (90) days prior written notice to the High Plains Library District. In the event this agreement is not renewed by the Town of Hudson and the Board of Trustees of the Hudson Public Library, the HPLD, after the end of the term hereof, shall retain all property tax revenues collected from the mill levy applied on behalf of the HPLD to the service area described herein and shall provide library services to residents of said service area.

4. **Termination.** This Agreement may be terminated by a party prior to the expiration of its stated term in the event that a party does not meet the obligations as stated in Section 1 and Section 2 of this Agreement, provided however, that prior to termination, the terminating party give notice to the other party, identifying in reasonable detail the nature of the failure to perform, and giving the other party at least ninety (90) business days to implement a mutually agreeable plan to correct it.

5. **Notices.** Any notices required or permitted hereunder shall be sufficient if personally delivered or if sent by certified mail, return receipt requested, addressed as follows:

If to HPLD:  
Executive Director  
2650 W. 29th Street  
Greeley, CO 80631

If to Town of Hudson:  
Town Clerk  
P.O. Box 351  
Hudson, CO 80642-0351

11/13/2012
6. **Appropriation.** No provision of this Agreement shall be construed or interpreted: (i) to directly or indirectly obligate the HPLD to make any payment in any year in excess of amounts appropriated for such year; (ii) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever within the meaning of Article X, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; or (iii) as a donation or grant by the HPLD to or in aid of any person, company or corporation within the meaning of Article XI, Section 2 of the Colorado Constitution.

7. **Miscellaneous Provisions.**

   a. **Binding Agreement; Severability.** This Agreement shall be binding upon and for the benefit of the parties hereto, their successors and permitted assigns. If this Agreement or any portion of it is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions.

   b. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto, and it supersedes all prior contracts, proposals, representations or negotiations which may have existed between the parties pertaining or relating to the items set forth herein.

   c. **Amendment.** This Agreement may be amended only by mutual written agreement of the parties hereto.

   d. **Assignment.** Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall be in full force and effect as of the day and year first set forth above.

HIGH PLAINS LIBRARY DISTRICT

By: [Signature]
Chairman, Board of Trustees

ATTEST: [Signature]
Secretary, Board of Trustees

HUDSON PUBLIC LIBRARY

By: [Signature]
President, Board of Trustees

ATTEST: [Signature]
Secretary, Board of Trustees

TOWN OF HUDSON

By: [Signature]
Mayor

ATTEST: [Signature]
Town Clerk

By Resolution, the Board of Trustees of the Hudson Public Library concurs with the terms of this Agreement.
APPENDIX A
History of the Formation of the Weld Library District

The Weld Library District ("WLD") was established in 1985, pursuant to the provisions of the Colorado Library Law, C.R.S. §24-90-101 et seq. At the time, the statute allowed two or more governmental units (i.e., county, city and county, city, town or school district) to establish, by ordinance or resolution, and to maintain a library district. The statute has since been amended to define a library district as a political subdivision of the state of Colorado which is also a public library maintained by one or more governmental units. The governmental units establishing the WLD in 1985 were Weld County, Greeley, Ault, Hudson, Fort Lupton, Hudson and School District RE-8 (Fort Lupton). The WLD was to be supported by and to serve all of the unincorporated areas of Weld County and all cities/towns not operating their own public libraries except for the excluded areas of Dacono, Severance, Windsor, Johnstown, Platteville and the unincorporated portions of School District RE-4 within Weld County.

The statute permitted a governmental unit that established a library district to merge its library with the District, and Weld County chose to do so. The County Commissioners, as permitted by the statute, levied a property tax on all real and personal property within the WLD for the use of the WLD.

Greeley, Ault, Hudson, Fort Lupton and Hudson operated their own public libraries at the time the WLD was established. The statute permitted governmental units with their own libraries to retain title to the library property and to continue governance of the library through a library board of trustees, as well as to levy property tax for library purposes. At the same time, such towns could "participate" in a library district. Each of these governmental units entered into an agreement with the WLD defining the circumstances of their participation. The agreement set forth service areas for each of the libraries, which were essentially contiguous with school district boundaries. The agreement stated that two-thirds (2/3) of the property tax proceeds from the County's mill levy would be allocated to the city/town/library for library purposes. The WLD also agreed to provide the same level of services "previously provided by the libraries and agency of Weld County", although that level of service was not defined. Initially, the mill levy for the WLD was approximately 1.5, the maximum permitted by the statute without a vote. Although the participating governmental units were also authorized to levy up to an additional 1.5 mills for their own libraries, they did not do so; thus they received taxes generated by 1 mill of the assessed value in their entire service areas for their libraries.

Two weeks after the official formation of the WLD, Johnstown and Platteville entered into separate agreements with the WLD to participate. Their agreements differed from those of the cities/towns which established the WLD in the following ways:

11/13/2012
1. Johnstown agreed to levy 1.5 mills on all property within its municipal limits for library purposes, and to allocate 1/3 of that amount to the WLD, and the WLD would allocate 2/3 of the property tax collected on its behalf in the Johnstown service area not located within the town (School District RE-5J, except those portions in Larimer County) to Johnstown for library purposes.

2. Platteville agreed to levy 1.5 mills on all property within its city limits and to pay the WLD the amount generated by .5 mills and the WLD agreed to pay Platteville, for library purposes, the amount generated by the levy of 1 mill collected on the WLD’s behalf in the rest of Platteville’s service area which was defined as the south half of School District RE-1. Any other property tax collected by either party for library purposes was to be retained by the collecting party.

In 1990, the City of Greeley discontinued funding the Greeley Public Library, and that library merged into the WLD as a branch library, joining the Centennial Park Branch, the Carbon Valley Branch and Bookmobile Services. The Greeley Public Library Board was dissolved and the WLD Board of Trustees became its governing authority. Its name was changed to the Lincoln Park Branch Library and the entire collection, staff and facility was transferred to the WLD, although the City retained title to the building and currently leases it to the WLD. In 2002, the WLD added the Farr Regional Library, also located in the City of Greeley.

In 1999, the electors of the WLD approved an increased mill levy, adding 1.8 mills to the existing 1.449, and except for Town of Platteville. 3.249 mills are now collected by Weld County on behalf of the HPLD. The Town of Platteville continues to levy only 1.499 mills.

In November 2005, the portion of the Town of Erie which is within Boulder County voted to join the WLD and approved a mill levy of 3.249 mills. A branch library in Erie and a regional library in Firestone opened in 2008.

The Weld Library District changed its name to the High Plains Library District in 2008.
All Information published herein is gathered from sources which are thought to be reliable, but the reader should not assume that the information is official or final.