



BOARD OF TRUSTEES

Regular Session Agenda

Monday, March 18, 2024

5:00 p.m.

Centennial Park Library

2227 23rd Avenue, Greeley, CO 80631

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

1.0 OPENING OF MEETING

- 1.1 Roll Call and Pledge of Allegiance
- 1.2 Approval of Agenda
- 1.3 Approval of Consent Agenda
 - a. February 19, 2024 Regular Session Meeting Minutes
 - b. March 4, 2024 Special Session Meeting Minutes
- 1.4 The Good We Do
- 1.5 Public Comment

2.0 ITEMS FOR INFORMATION/ACTION

- 2.1 Miner's Park Urban Renewal Area Proposal – Town of Frederick (Action) - Dr. Matthew Hott, HPLD Executive Director

- 2.2 DSS Expansion and Archive Construction Budget (Action) - Dr. Matthew Hortt, HPLD Executive Director, & Wember Inc.
- 2.3 Legislative Update (Information) - Dr. Matthew Hortt, HPLD Executive Director
- 2.4 HPLD/Member Libraries Service Options Discussion (Action) - Dr. Matthew Hortt, HPLD Executive Director, & Legal Counsel William Garcia
- 2.5 Auditors Communication to the Board (Information) – Natalie Wertz, HPLD Finance Manager

3.0 DIRECTORS REPORT

- 3.1 Review Draft Agenda – Dr. Matthew Hortt, HPLD Executive Director
 - a. April 15, 2024 RS
- 3.2 District Updates – Dr. Matthew Hortt, HPLD Executive Director

4.0 BOARD COMMENTS

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

5.0 ADJOURNMENT

Upcoming meetings:

April 15, 2024 at 5:00p.m.: HPLD Board of Directors Meeting - Regular Session
LINC Library Innovation Center, 501 8th Avenue, Greeley, CO 80631



BOARD OF TRUSTEES
Regular Session Minutes
Monday, February 19, 2024
5:00 p.m.
LINC Library Innovation Center
501 8th Avenue, Greeley, CO 80631

1.0 OPENING OF MEETING AT 5:00PM

1.1 Roll Call and Pledge of Allegiance

All were Present unless noted:

Chair Mary Heberlee

Vice-Chair Joyce Smock

Secretary/Treasurer Nick Nakamura arrived at 5:02pm

Trustee Deana Lemos-Garcia

Trustee Teresa Nuñez attended online

Trustee Gerri Holton

Trustee Michael Wailes

Quorum was established.

Legal Counsel William Garcia

HPLD Staff: Dr. Matthew Hортt, Marjorie Elwood, Natalie Wertz, Rick Medrano, and Kim Parker

Guests: Tony Brewer, Dan Spykstra, Quentin Rockwell

Chair Mary Heberlee read the following statement into record:

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

1.2 Approval of Agenda

MOTION to approve the agenda: Trustee Gerri Holton

SECOND: Secretary/Treasurer Nick Nakamura

DISCUSSION: None

VOTE: 6:0

1.3 Approval of Consent Agenda

a. January 8, 2024 Regular Session Meeting Minutes

MOTION to approve the consent agenda: Vice-Chair Joyce Smock

SECOND: Trustee Deana Lemos-Garcia

DISCUSSION: None

VOTE: 6:0

1.4 The Good We Do

Dr. Hортt shared that the Public Library Annual Report, PLAR , has opened up and so the District is looking at data. Specific to the Ft Lupton Public and School Library, since they opened their new facility they have seen a 2% increase in households and a 5% increase in users using the library from fourth quarter 2022 to 2023.

Also, from 2022 to 2023 District-wide, active borrowers, materials and e-materials check outs, computer usage, programs, gate count, and use of printers increased. Libraries are not dying.

1.5 Public Comment

No Public Comment

2.0 ITEMS FOR INFORMATION/ACTION

2.1 Board Training (Information) - Dr. Matthew Hортt, HPLD Executive Director

Legal Counsel Garcia presented to the Board an overview of the legal aspects of Trustee Duties and Responsibilities. Because they are public servants, they are expected to serve the public good. Details of the training can be found in the [Board packet](#).

Information Only. No action was taken.

2.2 Construction Philosophy Discussion (Action) - Dr. Matthew Hортt, HPLD Executive Director

Dr. Hортt asked the Board to consider if they want construction projects to meet the needs of the next five to ten years and thus incur higher costs, or keep costs down by taking care of current needs. Discussion ensued and the consensus was to plan for the future.

DIRECTION from the Board was to plan for the future.

2.3 Grover Guaranteed Maximum Price (Action) - Dr. Matthew Hортt, HPLD Executive Director

The Grover design and construction team have priced the project and identified the Guaranteed Maximum Price (GMP). The budget had previously been set at \$1,070,000, but costs have gone up and current costs are \$333,000 higher. Dan Spykstra, from Wember Inc, said they've gone through a dozen design iterations and have done what they can to keep costs down, such as using furniture from the Lincoln Park Library. Trustee Nakamura asked Natalie Wertz, HPLD Finance Manager, if there were concerns in Finance about the cost. Ms. Wertz said the 40% increase is huge and very concerning for a project that size. Dr. Hортt replied that he's comfortable that the District can cover the increase from reserves. They are still planning construction to start in April and should be done around September.

MOTION to approve the Grover GMP and authorize the Executive Director to sign the document: Trustee Michael Wailes

SECOND: Trustee Deana Lemos-Garcia

DISCUSSION: None

VOTE: 6:0

2.4 Mead Architect Contract - Studiotrope (Action) - Dr. Matthew Hортt, HPLD Executive Director

Secretary/Treasurer Nick Nakamura recused himself due to possible conflict of interest because of being a potential supplier to Mead. He stepped out of the room.

Studioscope was selected to serve as the architect for the Mead Library project, and staff and Legal Counsel have been working with them on a contract for design services. They were also the designers of the prototype that the Board approved several years ago, and Studioscope will adapt the prototype to fit Mead's needs. The total price for their services is \$815,218, which is an amended price per Quentin Rockwell from Wember Inc. He added that along with the library space, Mead will have storage space for HPLD's Maintenance Department's materials

and equipment for the south part of the county. Staff recommendation is to approve the contract.

MOTION to approve the amended contract and direct the Executive Director to sign it:
Trustee Gerri Holton

SECOND: Trustee Michael Wailes

DISCUSSION: None

VOTE: 5:0

Secretary/Treasurer Nick Nakamura reentered the room after the Mead discussion.

3.0 DIRECTORS REPORT

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

a. March 18, 2024 RS

Along with the topics that were presented, Trustee Gerri Holton asked to get an update on Lochbuie and Secretary/Treasurer Nick Nakamura asked for an update on the Lincoln Park Library property. They will be added to the agenda.

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

Dr. Horts reported that the Centennial Park Library refresh was nearing completion and he invited everyone to the library for their grand re-opening festivities on March 1st.

The Public Library Annual Report (PLAR) is now open and staff from both Branch and Member Libraries will be compiling information for it. The report is due on April 12th and updates will be provided to the Board.

Dr. Horts is expecting to receive in the near future the final copies of the Viewpoints Documentary on the Future of Libraries that focused on LINC and was narrated by Dennis Quade. It is a short-form documentary that will be shown on PBS and other channels. They are working on the distribution of it.

Dr. Horts and Natalie Wertz held their annual meeting with the Weld Finance Corporation to oversee the bonds, certificates of participation, and so on. They discussed possibly adding another member to join the group and they will look at Trustee applications and other business and community members. Ms. Wertz added that it will be left intact for now, with the addition possibly being made in the future. She told the Trustees to let Dr. Horts and her know if they have someone in mind for it.

Staff was approached by three Member Library Directors, asking to look at the Intergovernmental Agreements and discuss possibly reducing fees if libraries don't use all the services. Dr. Horts let the Board know that he will provide some options for them to look at, in an effort to maintain good relationships with the Members. He added that not all Members are in favor of it, and a couple of Trustees thought it was not possible to do so.

The Lincoln Park (LP) property has a government entity who is doing due diligence to possibly purchase the property. Dr. Horts expects that an offer may be made in the near future. Secretary/Treasurer Nick Nakamura asked if it would make sense to move some of the DSS Expansion to LP to keep costs down.

4.0 BOARD COMMENTS

- 4.1 Chair Mary Heberlee met with Matt and Joyce and went to a recent Northern Plains Public Library board meeting. She's glad we are moving forward with the construction projects despite the costs.
- 4.2 Vice-Chair Joyce Smock is always concerned about costs and so she's glad Natalie is keeping an eye on these things.
- 4.3 Secretary/Treasurer Nick Nakamura thanked Matt for handling the two complaints from his region. He will attend the Greeley State of the City address. He also asked if there was new information about the bus stop that was requested to be in front of LINC.
- 4.4 Other Board Members
- Trustee Deana Lemos-Garcia appreciated the training that was presented and reported that she attended the HPLD Friends & Foundation board meeting.
- Trustee Gerri Holton was curious about the legislation issues and asked that Matt send information.
- Trustee Michael Wailes did FBLA judging with Joyce and Matt. He also attended a Glenn A Jones, MD Memorial Library board meeting.
- Trustee Teresa Nuñez also appreciated the training and asked for, and received, some clarification from Legal Counsel Garcia. She also agreed with Mary that rather than look at reducing fees for Member Libraries, she would prefer to look at the services being offered and used.

5.0 ADJOURNMENT AT 6:57 PM:

There being no further business,

MOTION to adjourn the meeting: Trustee Gerri Holton

SECOND: Secretary/Treasurer Nick Nakamura

DISCUSSION: None

VOTE: 6:0

Upcoming meetings:

March 18, 2024, 5:00p.m.: HPLD Board of Directors Meeting - Regular Session
Centennial Park Library, 2227 23rd Avenue, Greeley, CO 80631



BOARD OF TRUSTEES
Special Session Minutes
Monday, March 4, 2024
5:00 p.m.
HPLD Administration Building
2650 W. 29th Street, Greeley, CO 80631

1.0 OPENING OF MEETING at 5:00pm

1.1 Roll Call and Pledge of Allegiance

All were Present unless noted:

Chair Mary Heberlee

Vice-Chair Joyce Smock

Secretary/Treasurer Nick Nakamura

Trustee Deana Lemos-Garcia

Trustee Teresa Nuñez was excused

Trustee Gerri Holton

Trustee Michael Wailes

Quorum was established.

HPLD Staff: Dr. Matthew Hortt, Kim Parker, Natalie Wertz

Chair Mary Heberlee read the following statement into record:

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

1.2 Approval of Agenda

MOTION to approve the agenda: Vice-Chair Joyce Smock

SECOND: Trustee Deana Lemos-Garcia

DISCUSSION: None

VOTE: 5:0

1.3 Public Comment

There was no public comment.

2.0 ITEMS FOR INFORMATION/ACTION

2.1 Farr Regional Library/Carbon Valley Regional Library - Construction Manager at Risk RFP Release (Action) – Dr. Matthew Hortt, HPLD Executive Director

The budget for a remodel of the Carbon Valley Regional Library and Farr Regional Library was approved in December, and planning for the remodels has begun. Wember, Inc. will be used again to shepherd us through the process, and they will issue an RFP for the Construction Manager at Risk (CM@R) for the projects. Construction cost for Farr is set at \$450,000, and Carbon Valley is \$880,000.

Dr. Hortt asked for approval for Wember to issue the RFP and asked that the Board also give direction as to whether they want RFP's to continue to be brought to them before releasing the requests. The Trustees discussed the pros and cons and came to the consensus that there was no need for staff to wait for Board approval.

MOTION to approve the release of the Farr Regional and Carbon Valley Regional Libraries Construction Manager at Risk RFP: Secretary/Treasurer Nick Nakamura

SECOND: Trustee Gerri Holton

DISCUSSION: None

VOTE: 5:0

5.0 ADJOURNMENT at 5:14pm

There being no further business,

MOTION to adjourn the meeting: Secretary/Treasurer Nick Nakamura

SECOND: Trustee Michael Wailes

DISCUSSION: None

VOTE: 5:0

Upcoming meetings:

March 18, 2024 at 5:00p.m.: HPLD Board of Directors Meeting - Regular Session
Centennial Park Library, 2227 23rd Avenue, Greeley, CO 80631

HPLD Board Secretary/Treasurer
Nick Nakamura

Recording Secretary
Kim Parker

HIGH PLAINS LIBRARY DISTRICT

BOARD OF TRUSTEES COMMUNICATION

Meeting date: March 18, 2024
Type of item: Action
Subject: Miner's Park Urban Renewal Area Proposal – Town of Frederick
Presented by: Dr. Matthew Horts, HPLD Executive Director
Recommendation: Staff recommend the Board approve the Miner's Park Urban Renewal Area Proposal and direct the Executive Director and Legal Counsel to edit and sign TIF Agreement

Background

In March 2023, HPLD was contacted by the Town of Frederick regarding the proposed Miner's Park Urban Renewal Area (URA). Staff meet with Town Officials in April 2023 to discuss the URA with the promise of a later follow up to formally present to the HPLD Board of Trustees. In December 2023, the Town of Frederick reached out again. Staff meet with Town Officials to discuss the URA again in January 2024, and agreed to present the proposal to the HPLD Board of Trustees in March. Legal Counsel has reviewed the proposed URA.

Considerations

- Proposed URA is located off County Road 14, between Colorado Blvd and Maple St.
- Once approved the Miner's Park Urban Renewal Area and defined Tax Incremental Financing will be in place for 25 years.
- The URA contains approximately 121.11 acres of area classified by the Weld County Assessor as Agricultural Land
- Based on an independent consultant, the land in the URA meets the statutory definition of "blighted area" as defined in the Urban Renewal Law & Act
- The URA includes an Urban Renewal Plan with identified goal categories for development of the area:
 - Growth & Development
 - Residential Neighborhoods
 - Commercial & Industrial Areas
 - Transportation & Mobility
 - Urban Design, Beautification & Tourism
- The ask from the Town of Frederick is that the District enter into a revenue sharing agreement with the Town for the defined Urban Renewal Area. As proposed the District would share 100% of the tax revenue in the URA for the 25-year term. The shared revenue would be used for Tax Incremental Financing (TIF) to help develop the URA area. Increasing the taxable value of the property over time and resulting in an increased tax value for the District after the 25-year term.
- Based on the URA TIF projections the estimated 25-year property taxes for the URA, the District would be sharing \$3,063,749 in tax revenue

Staff Recommendation

Staff recommend the Board approve the Miner's Park Urban Renewal Area Proposal and direct the Executive Director and Legal Counsel to edit and sign TIF Agreement

URBAN RENEWAL PLAN FOR THE MINER'S PARK TOWN CENTER URBAN RENEWAL PROJECT



OCTOBER 2022

PROPERTY TAX INCREMENT REVENUE SHARING AGREEMENT

(High Plains Library District – Miner’s Park Town Center Urban Renewal Project)

1.0 **AGREEMENT.** This Agreement (the “Agreement”) is made and executed effective as of the ____ day of _____, 202_, by and between the FREDERICK URBAN RENEWAL AUTHORITY, a body corporate and politic of the State of Colorado (the “Authority”), and the HIGH PLAINS LIBRARY DISTRICT, a political subdivision of the State of Colorado (the “District”). The Authority and the District are also referred to herein collectively as the “Parties” or individually as a “Party”).

2.0 **RECITALS.** The following recitals are incorporated in and made a part of this Agreement. Capitalized terms are defined in Section 4.0.

2.1 **Urban Renewal Project.** Pursuant to the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the “Act”), the Town of Frederick (the “Town”) is considering approving the Urban Renewal Plan for the Miner’s Park Town Center Urban Renewal Project (the “Plan”) to eliminate conditions of blight in the area included in the Plan (the “Urban Renewal Area”) in part by authorizing and utilizing tax increment financing to pay Eligible Costs of the Improvements and to offset the cost of additional District infrastructure and services required to serve the Urban Renewal Area.

2.2 **Nature of Urban Renewal Project and Purpose of Agreement.** The proposed Urban Renewal Project includes designing, developing and constructing the Improvements (which includes paying the Eligible Costs) necessary to redevelop the Urban Renewal Area and comply with Section 31-25-107(4)(g) of the Act to afford maximum opportunity, consistent with the sound needs of the municipality as a whole, for the rehabilitation or redevelopment of the Urban Renewal Area by private enterprise. The Urban Renewal Area contains Agricultural Land that requires compliance with Sections 31-25-107(1) and (3.5) of the Act and is subject to the Amended 1348 Requirements. The Authority has submitted the proposed Plan and the Impact Report to the District as required by the Act, and, in accordance with the Act (including the Amended 1348 Requirements), the Parties desire to enter into this Agreement to facilitate adoption of the Plan.

3.0 **AGREEMENT,** in consideration of the covenants, promises and agreements of each of the Parties, the receipt and adequacy of which are acknowledged, the Parties agree as follows.

4.0 **DEFINITIONS.** In this Agreement, unless a different meaning clearly appears from the context:

4.1 **“Act”** means the Colorado Urban Renewal Law cited in Section 2.1.

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

4.3 **“Agricultural Land”** shall have the same meaning set forth in Section 6.1.

4.4 **“Amended 1348 Requirements”** means the requirements imposed by HB 15-1348, as amended to date.

4.5 “Authority” means the Party described in Section 1.0 and its lawful successors and assigns.

4.6 “Bonds” shall have the same meaning as defined in Section 31-25-103, C.R.S.

4.7 “District” means the Party described in Section 1.0 and its lawful successors and assigns.

4.8 “District Tax Levy Allocation Revenues” means the portion of Property Tax Increment Revenues produced by the levy of the District against the tax increment portion of the property tax assessment roll in accordance with Section 31-25-107(9)(a)(II) of the Act and allocated to the Special Fund throughout the Duration.

4.9 “Duration” means the twenty-five (25) year period that the tax increment or tax allocation provisions will be in effect as specified in Section 31-25-109(a) of the Act, the Plan, and the Impact Report. The base year for calculating Property Tax Increment Revenues is 2023 and the Authority is authorized to receive Property Tax Increment Revenues based on the 2048 assessment roll payable in 2049.

4.10 “Eligible Costs” means those costs eligible to be paid or reimbursed from Property Tax Increment Revenues pursuant to the Act for the purposes of financing public infrastructure, such as water, sewer, parks, storm drainage, streets and roads, sidewalks and traffic lights, complying with applicable legal and contractual obligations and eliminating the conditions of blight in the Urban Renewal Area and other lawful purposes.

4.11 “Impact Report” means the report setting forth the burdens and benefits of the Urban Renewal Project pursuant to Sections 31-25-107(3.5) and (9.5) of the Act.

4.12 “Improvements” means the public improvements and private improvements required to carry out the Plan.

4.13 “Party” or “Parties” means the Authority or the District or both and their lawful successors and assigns.

4.14 “Plan” means the urban renewal plan defined in Section 2.1.

4.15 “Project” shall have the same meaning as Urban Renewal Project.

4.16 “Property Tax Increment Revenues” means all TIF revenues described in Section 31-25-107(9)(a)(II) of the Act allocated to the Special Fund throughout the Duration.

4.17 “Special Fund” means the fund described in the Plan and Section 31-25-107(9)(a)(II), of the Act, into which the Property Tax Increment Revenues will be deposited throughout the Duration.

4.18 “TIF” means the property tax increment portion of the property tax assessment roll described in Section 31-25-107(9)(a)(II), C.R.S., which produces the Property Tax Increment Revenues.

4.19 “Town” means the Town of Frederick, Colorado.

4.20 “Urban Renewal Area” means the area included in the boundaries of the Plan.

4.21 “Urban Renewal Project” means all of the undertakings and activities, or any combination thereof, required to carry out the Urban Renewal Plan pursuant to the Act.

5.0 DISTRICT TAX LEVY ALLOCATION REVENUES. In compliance with the requirements of Sections 31-25-107(9) and (9.5), C.R.S., and in acknowledgement that the District will benefit from the increase in revenue resulting from establishment of the base value of agricultural land at fair market value rather than as agricultural land as described in Section 6.1, the Authority shall retain all District Property Tax Revenues deposited in the Special Fund to be used to carry out the Plan by payment of the Eligible Costs of the Project.

6.0 CONSENTS AND WAIVERS. This Agreement shall constitute the agreement in writing by the District to the following provisions.

6.1 Inclusion of Agricultural Land in Urban Renewal Area. This Agreement constitutes agreement by the District to inclusion of the Agricultural Land in the Urban Renewal Area as required by the Act. The Urban Renewal Area will include property that has been classified within the previous five years as agricultural land by the Weld County Assessor (“Agricultural Land”) for the purposes of levying ad valorem property taxes. The Parties intend that this Agreement shall constitute written approval by the District to include such Agricultural Land in the Urban Renewal Area as provided by Section 31-25-107(1)(c)(II)(C) of the Act. The Act further requires that Agricultural Land included within an urban renewal plan area shall be valued at fair market value for purposes of establishing the base value and calculating Property Tax Increment Revenues. Accordingly, as demonstrated in the Impact Report for the Plan delivered to the District, the Agricultural Land base value shall be established at fair market rates.

6.2 Pledge of Property Tax Increment Revenues. The District recognizes and agrees that in reliance on this Agreement, the Authority shall have the unqualified right to irrevocably pledge all or any part of the Property Tax Increment Revenues it receives to payment of the Authority’s Bonds in connection with the Urban Renewal Project. The Authority has elected to apply the provisions of Section 11-57-208, C.R.S., to this Agreement. The Property Tax Increment Revenues, when and as received by the Authority are and shall be subject to the lien of such pledge for the Duration without any physical delivery, filing, or further act and is and shall be an obligation pursuant to Section 31-25-107(9) of the Act. The creation, perfection, enforcement and priority of the pledge of the Property Tax Increment Revenues as provided herein shall be governed by Section 11-57-208, C.R.S. The lien of such pledge on the Property Tax Increment Revenues shall have priority over any and all other obligations and liabilities with respect to the Property Tax Increment Revenues.

7.0 NOTIFICATION OF SUBSTANTIAL MODIFICATIONS OF THE PLAN; AGREEMENT NOT PART OF PLAN. The Authority agrees to notify the District of any intended substantial modification of the Plan as required by the Act. This Agreement is not part of the Plan.

8.0 WAIVER. Except for the notice required by Section 7.0, as authorized by the Act (including the provisions of Sections 31-25-107(9) and (9.5), C.R.S.), the District hereby waives any provision of the Act that provides for notice to the District, requires any filing with or by the District, requires or permits consent from the District, and provides any enforcement right to the District for the Duration.

9.0 AGREEMENT CONFINED TO DISTRICT TAX LEVY ALLOCATION REVENUES. This Agreement applies only to the District Tax Levy Allocation Revenues, as calculated, produced, collected and paid to the Authority from the Urban Renewal Area by the Weld County Treasurer in accordance with Section 31-25-107(9)(a)(II) of the Act, and the rules and regulations of the Property Tax Administrator of the State of Colorado, and does not include any other revenues of the Town or the Authority.

10.0 MISCELLANEOUS.

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

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

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

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

10.5 No Third-Party Enforcement. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned Parties and nothing in this agreement

shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned Parties that any person or entity other than the undersigned Parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

10.6 No Waiver of Immunities. No portion of this Agreement shall be deemed to constitute a waiver of sovereign or governmental immunity that the Parties or their officers or employees may possess, nor shall any portion of this Agreement be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this agreement.

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

10.8 Parties not Partners. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the Parties shall not be deemed to be partners or joint ventures, and no Party shall be responsible for any debt or liability of any other Party.

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

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

10.11 No Assignment. No Party may assign any of its rights or obligations under this Agreement.

10.12 No Presumption. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.

10.13 Severability. If any provision of this Agreement as applied to any Party or to any circumstance shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement, the application of any such provision in any other circumstances or the validity, or enforceability of the Agreement as a whole.

10.14 Minor Changes. This Agreement has been approved in substantially the form submitted to the governing bodies of the Parties. The officers executing this Agreement are authorized to make and may have made, minor changes to this Agreement as they have considered necessary. So long as such changes were consistent with the intent and understanding of the Parties at the time of approval by the governing bodies, the execution of the Agreement shall constitute the approval of such changes by the respective Parties.

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

10.16 Notices. All notices required by this Agreement shall be in writing, and (a) personally delivered with a written receipt of delivery; (b) sent by a nationally-recognized overnight delivery service requiring a written acknowledgement of receipt or providing a certification of delivery or attempted delivery; (c) sent by certified or registered mail, return receipt requested; or (d) sent by confirmed facsimile transmission or electronic delivery with an original copy thereof transmitted to the recipient by one of the means described in subsections (a) through (c) no later than five business days thereafter. Each Party shall be entitled to change its address for notices from time to time by delivering to the other Party notice thereof in the manner herein provided for the delivery of notices. All notices shall be sent to the addressee at its address set forth in the signature block to this Agreement.

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

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized officials to execute this Agreement effective as of the day and year first above written.

DISTRICT:

ATTEST:

HIGH PLAINS LIBRARY DISTRICT
2050 W. 29th Street, Greeley, CO 80631

By: _____

By: _____

_____, Chair

AUTHORITY:

FREDERICK URBAN RENEWAL AUTHORITY
401 Locust Street, Frederick, CO 80530

ATTEST:

By: _____

By: _____

, Secretary

, Chairperson

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I. INTRODUCTION

The Urban Renewal Plan for the Miners Park Town Center Urban Renewal Project has been prepared pursuant to the provisions of the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the “Act”) as in effect in all respects on the date this Urban Renewal Plan is approved by the Town of Frederick Board of Trustees. In accordance with the Act, the Urban Renewal Plan is effective upon approval by the Town of Frederick Board of Trustees. The Urban Renewal Plan (sometimes referred to herein alternatively as the “Plan”), including the preparation and execution of any documents implementing it, shall be performed by the Frederick Urban Renewal Authority.

II. AGRICULTURAL LAND

The Urban Renewal Area largely consists of land that has been classified by the Weld County Assessor as agricultural land for the purposes of levying and collecting property taxes during the five-year period prior to the date of adoption of this Urban Renewal Plan. It is the intention of the Board of Trustees that the Frederick Urban Renewal Authority will enter into agreements where required by the Act and appropriate to assist in financing additional services or infrastructure to serve new improvements in the Urban Renewal Area.

III. DEFINITIONS

Any terms used in this Urban Renewal Plan that are not defined herein are governed by definitions in the Act or, where applicable, definitions in the Town of Frederick Land Use Code, as applicable. Unless a different meaning is clearly stated, the terms used in this Urban Renewal Plan shall have the following meanings:

“Act” means the Colorado Urban Renewal Law cited in Section I, above, as in effect in all respects on the date this Plan is approved by the Town Board.

“Agricultural Land” shall have the same meaning as in Section 31-25-103(1) of the Act.

“Area” and “Urban Renewal Area” means the Area depicted on Exhibit A, attached to and made a part hereof.

“Authority” means the Frederick Urban Renewal Authority, a body corporate and politic of the State of Colorado.

“Bonds” shall have the same meaning as in Sections 31-25-103(3) and 109 of the Act, and, without limitation, specifically includes reimbursement agreements with owners and developers.

“Comprehensive Plan” means the Town of Frederick Comprehensive Plan – 2016 or as subsequently adopted or readopted. The Comprehensive Plan is being revised and updated.

Any new revisions are not expected to materially affect the provisions of this Urban Renewal Plan.

“Plan” and “Urban Renewal Plan” means this urban renewal plan as adopted and approved by the Town Board. The Plan may only be modified by a resolution adopted by the Town Board and compliance with the Act.

“Tax Increment Financing” or “TIF” means tax allocation financing described in Section 31-25-107(9) of the Act, as in effect on the date this Plan is approved by the Town Board. Unless this Plan is formally amended by the Town Board to provide otherwise, Tax Increment Financing shall be required for the full twenty-five year period, calculated and administrated in accordance with the Act and the lawful regulations of the Property Tax Administrator of the State of Colorado, and required to carry out all activities and undertakings necessary to complete the Urban Renewal Project in accordance with the Act and the Plan.

“Town” means the Town of Frederick, Colorado.

“Town Board” means the Board of Trustees of the Town of Frederick, Colorado.

“Town Land Use and Building Requirements” means the requirements listed in Section VII of this Plan.

“Urban Renewal Project” means, pursuant to the Act, all of the activities and undertakings required for the complete development of the Urban Renewal Area described in the Plan, including, without limitation financing and construction of all public and private improvements and payment of all financing obligations included in the definition of “Bonds” in the Act.

IV. URBAN RENEWAL BOUNDARIES

The Urban Renewal Area is entirely within the municipal boundaries of the Town and contains approximately 121.11 acres. The Area is depicted on Exhibit A. The Area largely consists of land that is or has been classified by the Weld County Assessor as Agricultural Land as defined in the Act.

V. QUALIFYING CONDITIONS

An independent consultant, Andy Arnold with the planning Firm SEH, experienced in conducting conditions surveys, conducted a field investigation survey to determine if conditions constituting the definition of “blighted area” contained in Section 103(2) of the Act exist in the Area. The results of this survey are contained in a report entitled “Miners Park Town Center Conditions Survey” dated April 29, 2022, attached to and made a part hereof as Exhibit B, that identifies and documents the following statutory conditions as existing in the Urban Renewal Area:

- A. Factor 2(b) – Predominance of Defective or Inadequate Street Layout
- B. Factor 3(c) – Faulty Lot Layout in Relation to Size, Adequacy, Accessibility, or Usefulness
- C. Factor 4(d) – Unsanitary or Unsafe Conditions
- D. Factor 6(f) – Unusual Topography or Inadequate Public Improvements or Utilities
- E. Factor 10(j) – Environmental Contamination of Buildings or Property
- F. Factor 11(k.5) – The existence of Health, Safety, or Welfare Factors Requiring High Levels of Municipal Services or substantial Physical Underutilization or Vacancy of Sites, Buildings, or other Improvements

VI. CONFORMANCE WITH COMPREHENSIVE PLAN

As required by the Act, this Plan conforms with the Comprehensive Plan, which is a general plan of the Town as a whole. The Comprehensive Plan will govern the execution of this Urban Renewal Project by the Authority in a manner consistent with the following goals and objectives.

VII. GOALS AND OBJECTIVES OF THE URBAN RENEWAL PLAN

A major objective of the Comprehensive Plan is to create safe and attractive places to live, work, and shop in accordance with community goals, policies, and strategies articulated for each land use category. The activities and undertakings necessary to carry out this Urban Renewal Plan are intended to implement the following specific goals, policies, and strategies of the Comprehensive Plan.

Growth & Development

Goal: Manage growth to accommodate future population expansion while supporting the preservation of the Town's rural and natural areas.

Objective 1: Limit sprawl through targeted growth and conservation design measures.

Objective 2: Provide incentives for the creation of affordable and workforce housing development within the Town's Growth Boundary.

Residential Neighborhoods

Goal: Promote a diverse housing inventory to accommodate Frederick's growing population while maintaining its existing rural character.

Objective 2: Encourage development within the Primary Growth Area to leverage existing community facilities and infrastructure.

Objective 3: Promote a mix of housing types to accommodate a range of incomes, ages, and families.

Objective 4: Ensure residential developments demonstrate multi-modal connectivity.

Objective 7: Promote the use of conservation design to preserve Frederick's open space areas.

Objective 8: Support Traditional Neighborhood Design in Downtown, Miner's Village, and Miner's Park Town Center.

Commercial & Industrial Areas

Goal: Leverage Frederick's strategic location and developable areas to promote employment growth and achieve a jobs-housing balance.

Objective 1: Maximize prominent intersections as commercial nodes for retail, restaurant, and service businesses, leaving less accessible portions of I-25 frontage available for employment centers and light industrial users.

Objective 2: Cluster like commercial and industrial uses to create distinct districts such as Auto Row and Miner's Village.

Objective 3: Pursue strategic, targeted development opportunities on key sites, with an emphasis on the intersection of I-25 and SH 52, Downtown, and the north-east corner of SH 52 and Colorado Blvd.

Objective 4: Ensure the desired character of the community design is supported within the Community Design Principles and Development Standards.

Objective 5: Work with property owners, Weld County, and CDOT to develop coordinated streetscape improvements.

Transportation & Mobility

Goal: Support a transportation system that accommodates the Town's growing population while ensuring safety and mobility for all modes of travel.

Objective 5: Ensure new neighborhoods are well-connected to older neighborhoods through both motorized and non-motorized transportation.

Objective 7: Create regional trail connections that connect to the Colorado Front Range Trail system and St. Vrain Greenway.

Objective 8: Require developers to include internal trails that link cul-de-sacs and neighborhood streets.

Parks, Recreation & Open Space

Goal: Support a park and open space system that accommodates a range of recreational activities and meets the needs of the Frederick population.

Objective 5: Ensure all parks are safely accessible by both vehicular and non-motorized transportation modes.

Objective 6: Link all parks and open space facilities via the Town's trail system.

Urban Design, Beautification & Tourism

Goal: Establish a coordinated program of urban design initiatives, infrastructure improvements, community services, and development standards that celebrate and promote the agricultural and mining heritage of Frederick, distinguishing it from other communities within the region.

Objective 1: Continue to implement its streetscape design guidelines as detailed in the Town's Design Specifications to ensure public rights-of-way reflect the desired character of the Frederick community.

Objective 2: Install gateway and wayfinding signs to establish the identity and boundaries of Frederick and highlight key destinations within the community.

Objectives 3: Ensure the Community Design Principles and Development Standards produce developments and structures that reflect desired community and quality.

VIII. LAND USE REGULATIONS AND BUILDING REQUIREMENTS

All development and redevelopment in the Area will be governed by the Comprehensive Plan, the Town Land Use Code, the Town Design Standards and Construction Specifications, and the International Building Code as adopted by the Town with minor modifications (collectively, the "Town Land Use and Building Requirements"). The Plan will implement the provisions of Section 31-25-107(8) of the Act, which provides that, upon approval of the Plan, the provisions of the Plan shall be controlling with respect to land area, land use, design, building requirements, maximum densities, timing or procedure applicable to the property covered by the Plan. It is the intention of this Plan, that the requirements for development and redevelopment in the Area shall be applied in accordance with all legally applicable Town Land Use and Building Requirements in effect as of the time that proper application for relevant permits and approvals are submitted.

IX. PROJECT ACTIVITIES

The Authority is authorized to use any and all powers available to it under the Act and other applicable laws in order to carry out the activities and undertakings it determines are necessary for the successful execution of this Plan, including, without limitation, those listed below.

A. Owner Participation and Cooperation with Special Districts

The Authority may enter into ownership participation agreements and cooperation agreements with property owners, developers, and special districts, including metropolitan districts, in the Area for the development, redevelopment or rehabilitation of their property or provision and improvement of public improvements.

Owner participation and other agreements of this nature shall contain, at a minimum, provisions requiring:

1. Compliance with the Plan and all applicable ordinances and regulations.
2. Covenants to begin and complete development, construction or rehabilitation of both public and private improvements within a period of time considered to be appropriate by the Authority.
3. The financial commitment of each party.
4. The financial and legal ability to carry out development and redevelopment proposals.

B. Property Acquisition

If the Authority determines it is necessary to acquire any real property to implement this Plan, the Authority may do so by any means available by law, except that, unless the Town Board of Trustees authorizes use of eminent domain, the Authority is not authorized to acquire any property by exercise of the power of eminent domain.

C. Property Management

During such time as required property is owned by the Authority, such property shall be under the management and control of the Authority and may be rented or leased pending its disposition for redevelopment.

D. Relocation Assistance and Payments

It is not expected that the implementation of this Plan will require the displacement of any person, family, or business. However, if acquisition of property displaces any person, family, or business, the Authority may assist such party in finding another location, and may, but is not obligated to make relocation payments and provide relocation benefits authorized by the Act (except to the extent required by law in the event the use of eminent domain is properly authorized and causes such displacement) to eligible residents and businesses in such amounts and under such terms and conditions as required by law.

E. Demolition, Clearance, and Site Preparation

The Authority may demolish and clear, or contract to demolish and clear, buildings, structures, and other improvements from any property it acquires in accordance with the Plan. The Authority may provide rough and finished site grading and other site preparation services as part of a specific redevelopment program.

F. Public Improvements and Facilities

In carrying out this Plan, the Authority may cooperate with other public bodies and with private enterprise to provide public improvements and facilities as may be necessary to serve the needs of the Area and respond to community needs as set forth in the Comprehensive Plan and the Town Land Use and Building Requirements. The Authority may make provision and provide funding for such public improvements and facilities in accordance with the goals and objectives of this Plan.

G. Property Disposition

If the Authority acquires any real property in the Area, the Authority shall dispose of such property it acquires by any legal means, including establishment of a reasonable competitive bidding procedure as required by the Act. Such requirements may include compliance with the Plan, covenants to begin and complete construction of improvements within a time deemed reasonable by the Authority. The Authority shall also determine the financial and legal ability of any private developer to carry out any redevelopment agreement with the Authority.

H. Cooperation Agreements

For the purposes of planning and carrying out this Plan, the Authority may enter into one or more cooperation agreements with the Town or other public entities. Without limitation, such agreements may include project financing and implementation; design, location, and construction of public improvements and any other matters required to carry out this Plan, including, without limitation, payment or reserving of funds required to provide for administration, financing, or impacts as a result of the proposed development and redevelopment of the Area.

I. Other Plan Undertakings and Activities

Other Plan undertakings and activities deemed necessary by the Authority to carry out the Plan may be undertaken and performed by the Authority or pursuant to agreements with other public or private entities in accordance with the provisions of the Act and any other applicable law.

X. PROJECT FINANCING; TAX INCREMENT FINANCING

The Authority is authorized to finance implementation of the Plan and the Urban Renewal Project by any method authorized by the Act or any other applicable law, including without limitation, appropriations, loans, grants, or advances from any source, including, without limitation, the Town; federal loans and grants; state loans and grants; interest income; agreements with public and private parties or entities; sale of securities and other assets;

property and sales tax increments (if approved by the Town Board by agreement with the Authority); and loans, advances and grants from any other available source. The following methods of financing redevelopment projects are illustrative only and not necessarily inclusive or complete. All financing methods legally available to the Town and/or the Authority, including other public and private entities or agencies, and/or developers may be used to finance the public or private improvements or any other costs described or anticipated in this Plan, or related in any manner to the development and redevelopment of the Area. These methods include, without limitation: Property tax increment financing; sales tax increment financing (if approved by the Town Board by agreement with the Authority); general obligation bond financing; special obligation bond financing; municipal revenue bond financing; general and metropolitan improvement district financing; local improvement district and special assessment financing; tax anticipation notes and warrants; installment purchasing; short-term notes and loans; tax exempt financing; industrial development revenue bond financing; conventional financing; and any other method of financing acquisition, improvements, or redevelopment as authorized by law, including, without limitation, reimbursement agreements with the private sector.

Such financing methods can be combined to finance individual developments in the Area as well as all activities and undertakings by the Authority to carry out the Plan and the Urban Renewal Project. These methods can also be used insofar as legally allowable to pay the principal of interest on and to establish reserves for indebtedness (whether funded, refunding, assumed or otherwise) incurred by the Town or the Authority to finance, refinance, or refund in whole or in part, the Urban Renewal Project as defined in the Act and the Plan. It is the policy of the Authority to consider any and all methods of financing by any legal method, or any combination of methods of financing.

The Authority is authorized to issue notes, bonds, or any other financing instruments or documents in amounts sufficient to finance all or part of the Urban Renewal Project as defined in the Act and the Plan. The Authority is authorized to borrow funds and to otherwise create indebtedness through incurring obligations for in-kind contributions from the Town or any other entity in carrying out this Plan. The principal, interest and any premiums due on or in connection with such indebtedness may be paid from tax increments or any other funds available to the Authority.

Activities and undertakings pursuant to the Plan may be financed by the Authority under the Tax Increment Financing provisions of the Act in existence at the time this Plan is approved by the Town Board. Unless this Plan is formally amended by the Town Board to provide otherwise, Tax Increment Financing shall be in effect for the full twenty-five year period calculated in accordance with the Act, the Plan, and the lawful provisions of the regulations of the Property Tax Administrator of the State of Colorado required to carry out all the activities and undertakings necessary to complete the Urban Renewal Project.

The Authority shall be entitled to impose and collect an administrative fee as a means to cover the costs associated with the administration of the Plan. By way of example and not exclusion, administrative fees collected may be used to cover legal costs, consultant fees, staff costs or any other expense authorized under the Urban Renewal Law. Said fee shall be

not less than 5% of the tax increment revenue received and collected by the Authority annually and shall be imposed on each development within the Area. Administrative fees shall be collected before reimbursement to any other entity, private or public.

A. Establishment of Special Fund

Upon approval of this Plan by the Town Board, the Authority shall establish a tax increment revenue fund in accordance with the Act (the "Special Fund") for the deposit of all funds, if any, received by the Authority from property taxes levied by public bodies in the Urban Renewal Area and, subject to approval by the Town Board, municipal sales taxes collected in the Urban Renewal Area for the twenty-five year period calculated in accordance with the Act, the Plan, and the lawful provisions of the regulations of the Property Tax Administrator of the State of Colorado, as follows.

B. Base Amount

That portion of the taxes which are produced by the levy at the rate fixed each year by or for each public body upon the valuation for assessment of taxable property in the Urban Renewal Area last certified prior to the effective date of approval of the Plan, and, if authorized by the Town Board in an agreement with the Authority, that portion of the municipal sales taxes collected within the boundaries of the Urban Renewal Area in the twelve-month period ending in that last day of the month prior to the effective date of the approval of the Plan, or both such portions, shall be paid into the funds of each such public body as all other taxes collected by or for said public body.

C. Increment Amount

That portion of said property taxes in excess of such base amount or that portion of such municipal sales taxes in excess of such base amount, or both, shall be allocated to and, when collected paid into the Special Fund to pay the principal of, the interest on, and any other premiums due in connection with the Bonds of, loans or advances to or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, the Authority for financing or refinancing, in whole or in part, the Urban Renewal Project. Unless and until the total valuation for assessment of the taxable property in the Urban Renewal Area, all of the taxes levied upon taxable property in the Urban Renewal Area shall be paid into the funds of the respective public bodies. If sales tax increment financing is authorized by the Town Board, unless and until all or the relevant part of the municipal sales tax collections in the Urban Renewal Area exceed the base year municipal sales tax collections in the Urban Renewal Area, all such sales tax collections shall be paid into the funds of the Town. When such Bonds, loans, advances and indebtedness, including interest thereon and any premiums due in connection therewith, have been paid, all taxes upon the taxable property in the Urban Renewal Area shall be paid into the funds of the respective public bodies.

The increment portion of the taxes, as described in this Subsection C, may be irrevocable pledged by the Authority for the payment of the principal of, the interest on, and any premiums due in connection with such Bonds, loans, advances and indebtedness incurred by the Authority to finance the Urban Renewal Project, but excluding any offsets collected

by the County Treasurer for return of overpayments or any reserve funds reserved by the Authority for such purposes in accordance with Section 31-25-107(9)(a)(III) and (b), C.R.S., and also excluding a reasonable amount each year as determined by the Authority for payment of maintenance and operating expenses associated with administering the Plan, carrying out the Urban Renewal Project, and maintaining the existence of the Authority.

XI. CHANGES IN APPROVED PLAN

This Plan may be modified by formal resolution of the Town Board pursuant to and in accordance with the requirements of the Act, including, without limitation, all protections afforded by law to owners, lessees, and holders of Bonds and rights to reimbursement payments.

XII. MINOR VARIATIONS

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

XIII. EXHIBITS

Exhibit A: Map of Urban Renewal Area

Exhibit B: Conditions Survey

HIGH PLAINS LIBRARY DISTRICT

BOARD OF TRUSTEES COMMUNICATION

Meeting date: March 18, 2024
Type of item: Action
Subject: DSS Expansion and Archive Construction Budget
Presented by: Dr. Matthew Horts, HPLD Executive Director
Recommendation: Staff recommend the Board approve the updated DSS Expansion and Archive Budget

Background

In 2023 the High Plains Library District began planning for the expansion of the DSS Building to include additional: garage, office archival and warehouse/storage space. The design team has been working to determine a realistic budget for the project. The project budget was established in 2023. Through the project's development and design, future needs have been added and evaluated. It has increased the scope, and coupled with increased costs, the realistic budget number has increased.

Considerations

- The project was budgeted for \$10,000,000 split over two years
- 2024 Project Budget - \$6,000,000
- 2025 Project Budget - \$4,000,000
- On February 19th, 2024, the HPLD Board of Trustees affirmed that they want current and future building projects to plan for future growth
- Design for the DSS Expansion and Archives incorporates plans for 5-year growth and need in the space
- Initial Schematic Design for the project has identified a hard cost construction budget of \$14,020,000-\$15,020,000
- The Guaranteed Maximum Cost of the project for construction will still need to be set and approved by the Board following the completion of Design Development and Construction Documents
- Total project costs estimated to be \$19,992.426-\$21,192,426

Staff Recommendation

Staff recommend the Board approve the updated DSS Expansion and Archive Budget

DRAFT 07 - LOW

#	DESCRIPTION	APPLIES		BUDGET	BUDGET COST/SF	BUDGET % PROJECT	NOTES
		Y	N				
1000	Land & Lease Cost			\$ -	\$ -	0.0%	0.00%
2000	Design & Engineering			\$ 1,140,000	\$ 34.81	5.7%	8.14%
3000	Owner's Requirements			\$ 507,626	\$ 15.50	2.5%	2.54%
4000	Construction			\$ 14,020,000	\$ 428.09	70.1%	70.13%
5000	Permits, Utility Fees, Impact Fees & Resource Rights			\$ 725,000	\$ 22.14	3.6%	3.63%
6000	Fixtures Furnishings & Equipment			\$ 450,000	\$ 13.74	2.3%	2.25%
7000	Experiences/Exhibits - N/A			\$ -	\$ -	0.0%	0.00%
8000	Technology			\$ 349,800	\$ 10.68	1.7%	1.75%
9000	Contingencies & Escalation			\$ 2,800,000	\$ 85.50	14.0%	
Total				\$ 19,992,426	\$ 621.14	100.0%	

DRAFT 07 - HIGH

#	DESCRIPTION	APPLIES		BUDGET	BUDGET COST/SF	BUDGET % PROJECT	NOTES
		Y	N				
1000	Land & Lease Cost			\$ -	\$ -	0.0%	0.00%
2000	Design & Engineering			\$ 1,140,000	\$ 28.50	5.4%	7.60%
3000	Owner's Requirements			\$ 507,626	\$ 12.69	2.4%	2.40%
4000	Construction			\$ 15,020,000	\$ 375.50	70.9%	70.87%
5000	Permits, Utility Fees, Impact Fees & Resource Rights			\$ 725,000	\$ 18.13	3.4%	3.42%
6000	Fixtures Furnishings & Equipment			\$ 450,000	\$ 11.25	2.1%	2.12%
7000	Experiences/Exhibits - N/A			\$ -	\$ -	0.0%	0.00%
8000	Technology			\$ 349,800	\$ 8.75	1.7%	1.65%
9000	Contingencies & Escalation			\$ 3,000,000	\$ 75.00	14.2%	
Total				\$ 21,192,426	\$ 538.56	100.0%	
				\$ 1,200,000 variance from Draft 07 Low			

HIGH PLAINS LIBRARY DISTRICT

BOARD OF TRUSTEES COMMUNICATION

Meeting date: March 18, 2024
Type of item: Action
Subject: Legislative Update
Presented by: Dr. Matthew Horts, HPLD Executive Director
Recommendation: Information Only, no action to be taken

Background

The Colorado Legislature is back in session and there are some important bills to bring to the Board of Trustees's attention:

Legislative Bills

Bill Number	Name	Last Action	Action Date	Sponsor List	Bill Progress	Area of Interest	Possible Impact to HPLD
HB1124	Discrimination in Places of Public Accommodation	Assigned to Judiciary Committee	1/29/2024	Javier Mabrey (D)*, Matt Soper (R)*, Julia Gonzales (D)*, Perry Will (R)*	Under Review	JEDI	Libraries could risk civil liability based on violation of the bill. If found to be denying services or access.
HB1205	Colorado Imagination Library Program	Assigned to Appropriations Committee	2/27/2024	Shannon Bird (D)*, Jeff Bridges (D)*, Barbara Kirkmeyer (R)*, Emily Sirota (D)*, Rick Taggart (R)*, Rachel Zenzinger (D)*, Judith Amabile (D), Kyle Brown (D), Chad Clifford (D), Regina English (D), Meg Froelich (D), Lorena Garcia (D), Eliza Hamrick	Signed into Law	Funding for the Imagination Library	Provides funding for the establishment of County Imagination Libraries

				(D), Tim Hernandez (D), Iman Jodeh (D), Junie Joseph (D), Sheila Lieder (D), Mandy Lindsay (D), William Lindstedt (D), Javier Mabrey (D), Robert Marshall (D), Julia Marvin (D), Tisha Mauro (D), Julie McCluskie (D), Barbara McLachlan (D), Naquetta Ricks (D), Marc Snyder (D), Tammy Story (D), Brianna Titone (D), Jenny Willford (D), Mary Young (D),S			
SB041	Privacy Protections for Children's Online Data	Assigned to Business, Labor, & Technology	1/10/2024	Paul Lundeen (R)*, Robert Rodriguez (D)*	In Committ ee	Confiden tiality / Youth	May lead to restrictions for marketing, services and communications with youth
SB049	Content of Material in Libraries	Assigned to Education Committee	2/28/2024	Lisa Cutter (D)*, Christopher Kolker (D)*, Eliza Hamrick (D)*, Junie Joseph (D)*, Nick Hinrichsen	Lost	Access & Referenc e	Would have changed how HPLD handles requests for reconsiderations

				(D)*, Dafna Michaelson Jenet (D)*, Kevin Priola (D)*, Lorena Garcia (D)*, Cathy Kipp (D)*, Sheila Lieder (D)*, Brianna Titone (D)*, Stephanie Vigil (D)*			
SB070	Remote Testing & Online Education Programs	Assigned to Education Committee	3/8/2024	Paul Lundeen (R)*, Rachel Zenzinger (D)*, Barbara McLachlan (D)*, Rose Pugliese (R)*	Past 2 nd Reading	School Testing	May effect how HPLD conducts proctoring as well as our new Career Online Highschool Program
SB084	Attorney General Duties to Prevent Mis- & Dis-information	Assigned to Judiciary Committee	1/24/2024	Lisa Cutter (D)*, Lorena Garcia (D)*	Introduced	Information Validation	At this point effect is unclear

Staff Recommendation

Information Only, no action to be taken

HIGH PLAINS LIBRARY DISTRICT

BOARD OF TRUSTEES COMMUNICATION

Meeting date: March 18, 2024
Type of item: Action
Subject: HPLD/Member Libraries Service Model Discussion
Presented by: Dr. Matthew Hорт, HPLD Executive Director, William Garcia HPLD Legal Counsel
Recommendation: Staff recommend the Board review and discuss the options and approve any they feel comfortable sharing with the Member Libraries

Background

Member Directors have seen turnover since the agreement and signing of the most recent IGA with the Member Libraries in 2020. With this change, staff have seen multiple requests from the Member Directors to consider sharing more of the district's tax revenue with the member libraries. These requests have come in the form of requesting reimbursement and considering a cost accounting reviewed by a third-party mediator. In these discussions, staff have determined the need to review and propose possible options for the Board of Trustees to review and consider. Staff have conducted an analysis review of these requests and considered multiple options.

Considerations

- Intent of the IGA is that all parties enter into the same agreement
- Analysis

Analysis Review	
What is the problem we are trying to solve, what question is to be answered?	Respond to member library requests for clarification of roles, responsibilities and services (standards) while also working to operate more efficiently.

<p>How does this affect the organization?</p>	<p>With the current structure more than eight variations of process, policies, procedures, training and more can exist resulting in ineffectiveness and cost overhead while simultaneously creating complexity that can destabilize operations.</p> <p>The structure is not compliant with current library law.</p>
<p>How can the impact of a change be verified?</p>	<p># of non-standard requests or questions related to services # time spent by leadership on navigating governance (again currently estimated at 20-35% of available time) compliance with current library law</p>
<p>What is this background on this topic?</p>	<p>In 1985 the District was formed by what could be termed heroic efforts. Facing large budget reductions that threatened the existence of libraries, community leaders rushed to leverage a funding loophole in library law that allowed them to impose a 1.5 mill tax without going to the voters. In just a few months time, library services were protected and Weld Library District formed. Due to the speed, the details of the new organization needed to be defined after formation. Governance and service details, however, proved challenging and a year later the structure of WLD was prohibited. No other libraries could be established in this way, yet the state grandfathered in WLD and to this day the organization is not compliant with current law.</p> <p>Hybrid governance, and lack of structure and clarity, of now High Plains has been at the foundation of ambiguity, inefficiencies and dissatisfaction since the inception of the District. These challenges are not inconsequential as the complexities result in an estimated 20%-35% tax on resource time for leadership, board and staff resources and funds for members and the branch system. This added complexity is an inefficiency cost and has resulted in lawsuits within the organization. It continues to cause disruption for both members and the branch system. Most importantly, it's confusing to the patrons.</p> <p>When the system was first formed, operations were basic, there was no technology. Materials sharing was the only core service. At that time there was a county bookmobile and library leaders met once a month to discuss what books to buy while central processing was offered. Circulation was managed, not with an ILS, but instead using due date carts inserted into books. There was no shared online integrated library system (ILS) in place.</p> <p>Present day, book lending continues to decline (dropping by 50% since 2010), and as libraries evolve it is only one of many services. As libraries</p>

	adopt new services, every step is a challenge requiring complex navigation of the multi governance structure.
What options are being analyzed?	<ol style="list-style-type: none"> 1. Managed Library Services 2. Current State (hybrid governance) 3. Autonomous Operations (within district) 4. Stand-alone library (out of district) 5. Customized 6. Full District (compliant with current library law) 7. Consortia (cost accounting)
What resources have been referenced?	<ul style="list-style-type: none"> -State Library -Historical origins of the District -IGAs -Don Warden interview (origins, Island Grover example) -General research
What criteria is being used?	<ul style="list-style-type: none"> -Community value (is the District offering consistent services for patrons, are services being evaluated and developed with system wide consideration) -Build partnerships (is the District leveraging/ensuring expertise to ensure legal compliance, quality solutions and accurate information) -Tax-payer proud (is the District working to ensure efficient use of funds and eliminate duplication and waste where possible) -Role Model (is the District using best practices such as change and project management practices) -Enrich People's Lives (is the District using data to validate services are those that the communities want, that services are valued as reflected by use or other defined measures) -Legal Compliance (is the District ensuring we are operating within legal and regulatory boundaries)

Staff Recommendation

Staff recommend the Board review and discuss the options and approve any they feel comfortable sharing with the Member Libraries

Options	Details	Questions	Pros	Cons	Feasibility
Current State (hybrid governance)	Standards and allows for 1 variation from standard	<p>Who collects taxes?</p> <ul style="list-style-type: none"> • District <p>How much does each location get?</p> <ul style="list-style-type: none"> • Based on current distribution <p>Who provides services?</p> <ul style="list-style-type: none"> • Depends on the list of services <p>Who is the governing authority?</p> <ul style="list-style-type: none"> • District - District Board • Member - Local Governing Board 	<ul style="list-style-type: none"> • Allows for all the benefits of a District • Maintains local control 	Continued between Members and District	High, is working now

Autonomous Operations (within district)	HPLD collects and distributes all funds w/ exception of cost to process collection. Libraries transition to different ILS. Materials sharing is accomplished via Prospector. Mutual aspect is limited to tax collection and distribution. All other services are separate.	<p>Who collects taxes?</p> <ul style="list-style-type: none"> District <p>How much does each location get?</p> <ul style="list-style-type: none"> For member full 3/3 minus tax collection and distribution costs <p>Who provides services?</p> <ul style="list-style-type: none"> District -tax collection and distribution Members - All other services <p>Who is the governing authority?</p> <ul style="list-style-type: none"> District - District Board Member - Local Governing Board 	<ul style="list-style-type: none"> Allows for Member Autonomy. Maintains the original plan of materials sharing 	<ul style="list-style-type: none"> Some local budgets would not be sustainable. Add complexity to services. 	Moderate, may be accomplished via revision of IGA. Could create funding issues for individual libraries over time
Stand-alone library (outside of district)	Community vote to separate library fully from the District. Library/vote and funding also to be separated as a	<p>Who collects taxes?</p> <ul style="list-style-type: none"> Each established entity would 	Full local control and autonomy	Some local budgets would not be sustainable. Services would not be the same	Low, lacks political support.

	result. This could also be accomplished via written agreement	<p>need to collect their own taxes.</p> <p>How much does each location get?</p> <ul style="list-style-type: none"> • Full share of revenue depending on ballot language <p>Who provides services?</p> <ul style="list-style-type: none"> • Each entity will be responsible for their own services <p>Who is the governing authority?</p> <ul style="list-style-type: none"> • Local Governing Boards 		everywhere and would be limited.	
Customized (Reimbursement)	Every location operates independently. Selects their own equipment and shares via materials via Prospector	<p>Who collects taxes?</p> <ul style="list-style-type: none"> • District collects tax revenue <p>How much does each location get?</p> <ul style="list-style-type: none"> • 1/3, 2/3 distribution remains, District reimburses for approved list agreed items 	Provides autonomy for Member Libraries	<ul style="list-style-type: none"> • Adds complexity to finance and distributions • Creates variation in services and experiences at each location 	Moderate, may create complexity with variations. Could create funding issues for individual libraries over time

		<p>Who provides services?</p> <ul style="list-style-type: none"> Each entity is responsible for their own services <p>Who is the governing authority?</p> <ul style="list-style-type: none"> District - District Board Member - Local Governing Board 			
Consortia (cost accounting)	District records and accounts for all time and funds spent on Member Library items, projects and matters. Costs associated with this time are changed back to the Member Libraries. Handled through retaining of revenue or billing back after distributions	<p>Who collects taxes?</p> <ul style="list-style-type: none"> District <p>How much does each location get?</p> <ul style="list-style-type: none"> 1/3, 2/3 distribution remains, additional charges will depend upon requests and needs from Member Libraries 	Accounts for how funds are spent	<p>This model is not how Governmental Accounting Works. May create “haves and have nots”</p> <p>District increases in unneeded overhead.</p> <p>Creates the possibility of services stopping once revenue is spent</p>	<p>Low, not feasible without a larger increase in overhead costs.</p> <p>Not Recommended</p>

		<p>Who provides services?</p> <ul style="list-style-type: none"> • District <p>Who is the governing authority?</p> <ul style="list-style-type: none"> • District - District Board of Trustees • Member - Local Governing Board 			
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HIGH PLAINS LIBRARY DISTRICT

BOARD OF TRUSTEES COMMUNICATION

Meeting date: March 18, 2023
Type of item: Action
Subject: Auditors Communication to the Board
Presented by: Natalie Wertz, Finance Manager
Recommendation: Item for information only. No action to be taken by the Board.

Background

During the Auditors review, Anderson & Whitney informed staff that new regulations require that the Auditors provide a letter of communication to the governing body of an organization. Anderson & Whitney have provided the letter, and staff are presenting it to the Board of Trustees.

Recommendation

Item for information only. No action to be taken by the Board.



A Professional Corporation of
Certified Public Accountants

March 8, 2024

Board of Trustees
High Plains Library District
Greeley, CO

This letter is intended to communicate certain matters related to the planned scope and timing of our audit of the High Plains Library District (the District) financial statements as of and for the year ending December 31, 2023.

Communication

Effective two-way communication between our firm and the Board of Trustees is important to understanding matters related to the audit and developing a constructive working relationship.

Your insights may assist us in understanding the District and its environment, identifying appropriate sources of audit evidence and providing information about specific transactions or events. We will discuss with you your oversight of the effectiveness of internal control and any areas where you request additional procedures to be undertaken. We expect that you will timely communicate to us any matters you consider relevant to the audit. Such matters might include strategic decisions that may significantly affect the nature, timing and extent of audit procedures, your suspicion or detection of fraud, or any concerns you may have about the integrity or competence of senior management.

We will timely communicate to you any fraud involving senior management and other fraud that causes a material misstatement of the financial statements, instances of noncompliance with laws and regulations that come to our attention (unless they are clearly inconsequential), and disagreements with management and other serious difficulties encountered in performing the audit. We also will communicate to you and to management any significant deficiencies or material weaknesses in internal control that become known to us during the course of the audit. Other matters arising from the audit that are, in our professional judgment, significant and relevant to you in your oversight of the financial reporting process will be communicated to you in writing.

Independence

Our independence policies and procedures are designed to provide reasonable assurance that our firm and its personnel comply with applicable professional independence standards. Our policies address financial interests, business and family relationships, and non-audit services that may be thought to bear on independence. For example, partners and professional employees of Anderson & Whitney, P.C. are restricted in their ability to own a direct financial interest or a material indirect financial interest in a client or any affiliate of a client. Also, if an immediate family member or close relative of a partner or professional employee is employed by a client in a key position, the incident must be reported and resolved in accordance with firm policy. In addition, our policies restrict certain non-audit services that may be provided by Anderson & Whitney, P.C. and require audit clients to accept certain responsibilities in connection with the provision of permitted non-attest services.

The Audit Planning Process

Our audit approach places a strong emphasis on obtaining an understanding of how your business functions. This enables us to identify key audit components and tailor our procedures to the unique aspects of your business. The development of a specific audit plan will begin by obtaining an understanding of your business objectives, strategies, risks and performance.

As part of obtaining an understanding of your business and its environment, we will obtain an understanding of internal control. We will use this understanding to identify risks of material misstatement, which will provide us with a basis for designing and implementing responses to the assessed risks of material misstatement. We will also obtain an understanding of the users of the financial statements in order to establish an overall materiality level for audit purposes. We will conduct formal discussions among engagement team members to consider how and where your financial statements might be susceptible to material misstatement due to fraud or error.

The Concept of Materiality in Planning and Executing the Audit

We apply the concept of materiality in both planning and performing the audit; evaluating the effect of identified misstatements on the audit and the effect of uncorrected misstatements, if any, on the financial statements; and forming the opinion in our report. Our determination of materiality is a matter of professional judgment and is affected by our perception of the financial information needs of users of the financial statements. We establish performance materiality at an amount less than materiality for the financial statements as a whole to allow for the risk of misstatements that may not be detected by the audit. We use performance materiality for purposes of assessing the risks of material misstatement and determining the nature, timing and extent of further audit procedures. Our assessment of materiality throughout the audit will be based on both quantitative and qualitative considerations. Because of the interaction of quantitative and qualitative considerations, misstatements of a relatively small amount could have a material effect on the current financial statements as well as financial statements of future periods. We will accumulate misstatements identified during the audit, other than those that are clearly trivial. At the end of the audit, we will inform you of all individual uncorrected misstatements aggregated by us in connection with our evaluation of our audit test results.

Significant Risks of Material Misstatement

Our audit of the financial statements includes the performance of risk assessment procedures in order to identify risks of material misstatement, whether due to fraud or error. As part of these risk assessment procedures, we determine whether any risks identified are a significant risk. A significant risk is an identified and assessed risk of material misstatement that, in our professional judgment, requires special audit consideration.

Fraudulent revenue recognition and management override of controls are two presumed risks of material misstatement. Additional risks of material misstatement and significant risks may be identified as we perform additional audit procedures.

Our Approach to Internal Control Relevant to the Audit

Our audit of the financial statements will include obtaining an understanding of internal control sufficient to plan the audit and determine the nature, timing and extent of audit procedures to be performed. A financial statement audit is not designed to provide assurance on internal control or identify significant deficiencies or material weaknesses. Our review and understanding of the District's internal control is not undertaken for the purpose of expressing an opinion on the effectiveness of internal control.

Timing of the Audit

Audit fieldwork will commence in March 2024. Management's adherence to its closing schedule and timely completion of information used by us in performance of the audit is essential to timely completion of the audit.

Closing

We will be pleased to respond to any questions you have about the foregoing. We appreciate the opportunity to be of service to the District.

This communication is intended solely for the information and use of the Board of Trustees and is not intended to be, and should not be, used by anyone other than this specified party.

Anderson & Whitney, P.C.



BOARD OF TRUSTEES

Regular Session Agenda

Monday, April 15, 2024

5:00 p.m.

LINC Library Innovation Center

501 8th Avenue, Greeley, CO 80631

This is also streamed virtually by GoToMeeting.

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

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

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

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

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

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

1.0 OPENING OF MEETING

- 1.1 Roll Call and Pledge of Allegiance
- 1.2 Approval of Agenda
- 1.3 Approval of Consent Agenda
 - a. March 18, 2024 Regular Session Meeting Minutes
- 1.4 The Good We Do
- 1.5 Public Comment

2.0 ITEMS FOR INFORMATION/ACTION

- 2.1 Collection Development Policy (Action)
- 2.2 Construction Updates (Action) - Dr. Matthew Horts, HPLD Executive Director
- 2.3 Lincoln Park Property Update (Information) - Dr. Matthew Horts, HPLD Executive Director
- 2.4 HPLD Vision and Values Review (Information) - Dr. Matthew Horts, HPLD Executive Director
- 2.5 PLAR Update (Information) - Dr. Matthew Horts, HPLD Executive Director

3.0 DIRECTORS REPORT

- 3.1 Review Draft Agenda – Dr. Matthew Hortt, HPLD Executive Director
 - a. May 20, 2024 RS
- 3.2 District Updates – Dr. Matthew Hortt, HPLD Executive Director

4.0 BOARD COMMENTS

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

5.0 ADJOURNMENT

Upcoming meetings:

May 20, 2024 at 5:00p.m.: HPLD Board of Directors Meeting - Regular Session
Glenn A. Jones, M.D. Memorial Library, 400 S. Parish Avenue, Johnstown, CO 80534

Associate Director of Public Services

What's Happened in the last 30 days?

- Grover: construction has begun, and we are determining the hours we'll be open; staffing needs; furniture and shelving needs.
- Centennial Park: the finishing touches have been put in place and the Grand Opening is March 1st.
- DSS Expansion: we have visited three archives (in-person and virtual - Denver Public Library, Douglas County Public Library, Pueblo Library) to gain insight into the workflow and environmental needs of that collection.
- Policies: I met with Tony Brewer to go over the history and process of policy creation and revision and staff will be bringing forward policies in the coming months for Board approval.
- Work on the Public Library Annual Report

What's Coming Up in the next 30 days?

- Continued work on the Public Library Annual Report.
- Continued work - including a site visit - on staffing and furniture/shelving needs for Grover.

Carbon Valley Operations

What's Happened in the last 30 days?

- Carbon Valley Regional Library was nominated for the "Large Business of the Year" award by the members of the Carbon Valley Chamber of Commerce.
- Carbon Valley Help Center donated baby wipes to the library for distribution to patrons requesting the free diapers provided by the United Way.

What's Coming Up in the next 30 days?

- Librarians Chloe Russell, Marie Kaufman, and Bridget Parker will be visiting classrooms at Frederick High School on March 1st and 4th to issue library cards and showcase library resources that will benefit them post-graduation.

Erie Branch Operations

What's Happened in the last 30 days?

- On February 2, we held a 1,000 Books Before Kindergarten Bash with 56 attendees joining us for crafts, games, singing, and dancing.
- The library showed three award winning short films on February 5th to 22 people.
- We continue to host AARP for tax prep on Mondays and Fridays until mid-April.

What's Coming Up in the next 30 days?

- We will begin our tween hang out hour where kids can do a variety of activities - games, crafts, music, discussions.
- Our adult services librarian Lisa has moved to Carbon Valley, and we have posted an opening for her position.

LINC Branch Operations

What's Happened in the last 30 days?

- Teen Librarian Victoria Berg started in her new position at LINC. She came to us from a library in Maine.
- LINC hosted Highway 84 Home School group's art exhibition in February and concluded a successful art exhibit with a reception.
- Library Manager Melissa Beavers was the guest speaker at Jackson Elementary Schools SAINT lunch.
- Workforce Development Librarian Bethany Lanphere and Melissa met with Teralyn Dorst, Program and Impact Officer from the Colorado's Economic Mobility and Rural Development to discuss placing a Digital Literacy navigator at LINC.
- Interviews were held for a Library Assistant, two Innovation Techs, and two pages.
- On March 1, LINC was a host location for the District 6 & Friends Art Walk. Four elementary schools performed in the Events Space and the Monument Stairs.
- On March 2, Herstory Connects partnered with LINC on a full day event that featured live performances and an art exhibition.

What's Coming Up in the next 30 days?

- New LA Kristin Bradley will begin at LINC in March.
- Student artwork from [Greeley-Evans Weld County School District 6](#) will be on display through March 31.
- The HerStory Connects Art Exhibit will be on display through March 31.
- LINC Children's Librarian Michelle White and Erie's Children Librarian Kristin Jardien will be presenting at the CATS Workshop on Monday, March 11th. the title of their presentation is: How the High Plains Library District Successfully Used Playdate Cafes to Provide Early Literacy Support to Parents and Caregivers,

Collections Operational Work

What's Happened in the last 30 days?

- Demos and trial periods have been set up for electronic resources Udemy, Peterson's, and Brainfuse to evaluate for possible purchase with state grant funds.

What's Coming Up in the next 30 days?

- Planning Opening Day Collection for Grover.

Facilities Operational Work

What's Happened in the last 30 days?

- Completed work orders and including warranty work orders for LINC
- Completed annual fire, fire alarms, backflow, fire extinguishers and elevator inspections including inspection reporting
- Completed Centennial Park renovations
- Completed kick off meetings for renovations at Carbon Valley and Farr

- Started Grover library project including library cleaning, landscape and trash services
- Continued construction meetings for DSS expansion and Mead library
- Replaced broken concrete curb at LINC drive up book drop area and repaired parking lot potholes at Carbon Valley including damaged stucco wall in book drop area at Carbon Valley
- Scheduled work for lowering elevated sidewalk at Erie that's damaging vehicles
- Completed snow and ice removals
- Ordered and installed wireless smart clocks at CP and DSS
- Completed cleaning all locations including schedule changes and additional cleaning for programs
- Worked with Kevin Gruscinski PM at Boss display for LINC low voltage lighting
- Moved various items to storage and moved, delivered and set up shelving
- Worked with City of Greeley to purchase Lincoln Park building
- Worked with City of Greeley for plantings and irrigation for Art Tree at LINC
- Assumed responsibilities of maintaining/troubleshooting children's museum equipment from Dave Turner
- Completed adding additional security lighting at Farr employee entrance and LINC main entrance
- Scheduled roof shingle replacement and sky light replacements at Erie
- Completed HVAC PM's and generator PM's
- Attended security camera meeting and SLT meeting

What's Coming Up in the next 30 days?

- Complete work orders for all locations
- Attend construction meetings for DSS, Mead, Farr, Carbon Valley and Grover projects
- Complete MOVE vehicle inspections and maintenance
- Begin spring landscaping start ups
- Complete wall protection installation at Erie for Children's areas and study rooms
- Continue cleaning services at all locations and for programs and events
- Schedule parking lot maintenance

Finance Operational Work

What's Happened in the last 30 days?

- Year-end work and filings
- Audit preparation - auditors will be on site the weeks of March 18 and March 25
- HPLD finance committee meeting
- Manager training at LINC February 6
- Work with ITI on changing online payment processor
- CPE - continuing professional education
- HPLDF&F Associate interviews
- GFOA WPFN mentoring program

What's Coming Up in the next 30 days?

- Audit preparation - auditors will be on site the weeks of March 18 and March 25
- CPE - continuing professional education
- GFOA WPFN mentoring program
- HPLDF&F finance committee meeting

Friends & Foundation Operational Work**What's Happened in the last 30 days?**

- Solicitations and grant writing for funding projects.
- Continue the hiring process for Friends & Foundation Associate position.
- Beginning of Something's Changing process for updates to the Volunteer Program.
- Project planning: Library Giving Day, An Afternoon with Friends, Innovation Luncheon

What's Coming Up in the next 30 days?

- Solicitations and grant writing for funding projects.
- Continue the hiring process for Friends & Foundation Associate position.
- Launch Something's Changing: Volunteer Descriptions
- Project planning: Library Giving Day, An Afternoon with Friends, Innovation Luncheon

Human Resources Operational Work**What's Happened in the last 30 days?**

Total Employees- 286*

- Open Positions - 22
 - Job Applications Received - 295
 - New Hires - 4
 - Resignations - 2
 - Training Requests - 43
- *ADP Employee Count report produced at time of submitting the Board report.

What's Coming Up in the next 30 days?

- Hiring new employees

Information Technology & Innovation Operational Work**What's Happened in the last 30 days?**

- Eaton cabling support
- CP Remodel Support
- LINC Board Room
- Onboarding ITI new staff
- Outreach and DSS refresh

What's Coming Up in the next 30 days?

- Finish up
 - LINC Event Space
 - Ft Lupton
- Strategic Plan Initiative Support
 - Mead markups for low volt/tech
 - Grover onsite and low volt/tech support
 - DSS Admin project low volt/tech support
- Prep for ITI to integrate and provide support during onboarding (starting Q2)
- BBO Support
 - Work and support process definition
 - Continued refinement of standards
 - MO support for a number of topics
- Prep equipment for Farr Refresh

Community Engagement & Strategies Operational Work

What's Happened in the last 30 days?

- Colorado Library Legislation: After a number of rescheduling efforts, the Senate Education Committee held the hearing on SB24-049 Content of Materials in Libraries this month. Ultimately, the bill was tabled - likely due to the number of charter school board members speaking against it. During the March Colorado Association of Libraries Legislative Committee meeting, there was question about if the concerns were about an earlier iteration of the bill. It is anticipated that Senator Cutter will rework the bill and we look forward to continued involvement in the Senator's efforts.
- Presentations: This month, the Healthy Mind and Spirit committee of Thriving Weld presented information on the upcoming Acts of Connection twice - for the Thriving Weld Quarterly Update and for the Colorado Public Health/Parks & Recreation Collaborative's Summit. The campaign has the goals of making people aware of the negative effects of social isolation and loneliness (the US Surgeon General reported on this in 2023) and encouraging them to take action.
- I also spoke to District 6 staff about the resources and programs HPLD offers to support Wellness when we were asked to participate in their Wellness event.

What's Coming Up in the next 30 days?

- CAL Lobby Day: The Colorado Association of Libraries Legislative Committee will be holding an in-person Lobby Day at the State Capitol on Wednesday, March 13th. The focus will be on how State Grant funds are being spent to support the good of the community and to, possibly, respond to questions about SB049.
- Weld County Early Childhood Council: The Council is in the process of updating the strategic plan and will be sending out an RFP for a facilitator. It is likely that a strong focus of this upcoming strategic plan will be connecting with families with young children in rural areas and those who don't speak fluent English.

SERVICES

Service – Materials Sharing

What's Happened in the last 30 days?

- The Materials Sharing team has held several working meetings to finalize the standards for:
 - Circulation workstations
 - Barcode scanners
 - RFID pads
 - Self-check machines
 - Sorters

What's Coming Up in the next 30 days?

- Switching from the current software for events (Demco) to the new software for events (LibCal) on our mobile app HPLD2GO.

Service - Programming

What's Happened in the last 30 days?

2/26/2024	Meadowlark K-8 Book Fair & Conference Night	200	Offsite
2/29/2024	Celebrate Leap Day with My Nature Lab	126	Erie Community Library - Erie
2/9/2024	1000 Books Before Kindergarten Bash!!	65	LINC
2/13/2024	Tales for Tots	61	Erie Community Library - Erie
2/21/2024	Tales for Tots	61	Erie Community Library - Erie
2/19/2024	Twinkle Babies Storytime	60	LINC
2/24/2024	LINC's Family Fun Saturdays - Mad Hatter Tea Party!	60	LINC
2/26/2024	Family Storytime	59	Erie Community Library - Erie
2/2/2024	1000 Books Before Kindergarten Bash!!	56	Erie Community Library - Erie
2/5/2024	Family Storytime	56	Erie Community Library - Erie
2/10/2024	Anti-Valentine's Day Bash	56	LINC