

BOARD OF TRUSTEES

Regular Session and Executive Session Agenda Monday, May 20, 2024 5:00 p.m.

Glenn A. Jones, M.D. Memorial Library 400 S. Parish Avenue, Johnstown, CO 80534

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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. April 15, 2024 Regular Session and Executive Session Meeting Minutes
 - b. April 22, 2024 Special Session and Executive Session Meeting Minutes
- 1.4 The Good We Do
- 1.5 Public Comment

2.0 ITEMS FOR INFORMATION/ACTION

- 2.1 Mead Library Design (Action) Dr. Matthew Hortt, HPLD Executive Director and Studiotroupe Design Collective
- 2.2 I-25 Erie Gateway URA (Action) Dr. Matthew Hortt, HPLD Executive Director
- 2.3 Sale of former Lincoln Park Library (Information) Dr. Matthew Hortt, HPLD Executive Director
- 2.4 Legislative Update, Senate Bill 24-2333, Senate Bill 24-216 & House Bill 24-1454 (Information)
 Dr. Matthew Hortt, HPLD Executive Director

3.0 DIRECTORS REPORT

- 3.1 Review Draft Agenda Dr. Matthew Hortt, HPLD Executive Director
 - a. June 17, 2024 RS
- 3.2 District Updates Dr. Matthew Hortt, HPLD Executive Director

4.0 BOARD COMMENTS

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

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

- 5.1 C.R.S. § 24-6-402(4)(e) Determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators Town of Mead Intergovernmental Agreement
- 5.2 C.R.S. § 24-6-402(4) (b) Receiving legal advice on specific legal questions from an attorney Re-entry Policy

6.0 ADJOURNMENT

Upcoming meetings:

June 17, 2024 at 5:00p.m.: HPLD Board of Directors Meeting - Regular Session

LINC Library Cultural Center, 501 8th Avenue, Greeley, CO 80631



BOARD OF TRUSTEES

Regular Session and Executive Session Minutes Monday, April 15, 2024 5:00 p.m.

LINC Library Innovation Center 501 8th Avenue, Greeley, CO 80631

1.0 OPENING OF MEETING AT 5:02PM

1.1 Roll Call and Pledge of Allegiance

All were Present unless noted:

Chair Mary Heberlee

Vice-Chair Joyce Smock arrived at 5:07

Secretary/Treasurer Nick Nakamura

Trustee Deana Lemos-Garcia

Trustee Teresa Nuñez attended virtually

Trustee Gerri Holton

Trustee Michael Wailes

Quorum was established.

Legal Counsel William Garcia

HPLD Staff: Dr. Matthew Hortt, Marjorie Elwood, Natalie Wertz, Niamh Mercer, and Kim

Parker

Guest: Tony Brewer, Malcomb Fleming, Julian Jacquin, 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 Michael Wailes

SECOND: Trustee Gerri Holton

DISCUSSION: None

VOTE: 5:0

1.3 Approval of Consent Agenda

a. March 18, 2024 Regular Session Meeting Minutes

b. April 1, 2024 Special Session Meeting Minutes

MOTION to approve the consent agenda: Secretary/Treasurer Nick Nakamura

SECOND: Trustee Deana Lemos-Garcia

DISCUSSION: None

VOTE: 5:0

1.4 The Good We Do

Dr. Hortt shared that an Erie Middle School teacher, inspired by an article in HPLD's newsletter, encouraged her students to place as much value on books as on their cell phones. She offered extra credit for treating a book as special as their phone for one week; taking it with them anytime they take their phone and having it out anytime their phone is out. By doing so, she said they would realize what a burden their phone can be and how nice it can be to have the book with them at all times.

Trustee Joyce Smock arrived during The Good We Do.

1.5 Public Comment

No public comment

2.0 ITEMS FOR INFORMATION/ACTION

2.1 I-25 Erie Gateway URA (Action) Dr. Matthew Hortt, HPLD Executive Director, Malcomb Fleming and Julian Jacquin, Economic Development & TOEURA Town of Erie

Malcolm Fleming and Julian Jacquin provided background information on a proposed Urban Renewal Area (URA) titled *I-25 Erie Gateway*, which lays out a request for HPLD to share that area's tax revenue with the Town of Erie for 25 years. They are asking for revenue sharing because of the prohibitive costs of extending utilities before the area can be developed, which make it impossible to develop without Tax Increment Financing (TIF).

They also pointed out that the IGA must be considered and presented by the end of June, and that a benefit of this will be to provide employment and affordable housing opportunities in the area.

Board Direction was for Dr. Hortt, Legal Counsel William Garcia, and the Finance Committee to bring back a recommendation to the Board at the May meeting.

2.2 Carbon Valley and Farr Regional Libraries' Wember Task Orders (Action) - Dr. Matthew Hortt, HPLD Executive Director, and Quentin Rockwell, Wember Inc.

Planning has started for remodels on both the Carbon Valley Regional Library (CVR) and the Farr Regional Library; and Wember, HPLD's Owner's Rep, has overseen both projects through their On-Call Contract. It is now time to transfer the projects to formal projects, and Wember has proposed two add-services requests for the projects that amount to \$56,000 for CVR and \$32,000 for Farr.

MOTION to accept and approve the Owner's Rep add-service requests:

Secretary/Treasurer Nick Nakamura **SECOND:** Vice-Chair Joyce Smock

DISCUSSION: None

VOTE: 6:0

2.3 Awarding of Carbon Valley and Farr RFPs for Architects and Construction (Action) - Dr. Matthew Hortt, HPLD Executive Director, and Quentin Rockwell, Wember Inc.

HPLD received two RFP submissions for Architect and three submissions for Construction Manager at Risk, and the RFP Review Committee interviewed all of them. All submitting firms were qualified and interviewed well.

The RFP Review Committee recommends VFLA for Architect and PCL for Construction Manager at Risk. Both are new organizations to work with HPLD.

MOTION to approve the recommendation of the RFP Review Committee and direct Staff to negotiate a contract with VFLA and PCL and direct the Executive Director to sign the contract once it has been reviewed by Legal Counsel: Secretary/Treasurer Nick Nakamura

SECOND: Trustee Deana Lemos-Garcia

DISCUSSION: There was discussion about the Motion as presented.

VOTE: 6:0

2.4 Mead Project Budget (Action) - Dr. Matthew Hortt, HPLD Executive Director

At 6:32p.m., Secretary/Treasurer Nick Nakamura recused himself from the room because of possibly being a supplier to the project.

The 2024 Capital Improvement Budget includes \$7,500,000 for the Mead Library Project, which was an estimate. Dr. Hortt reported that through the project's design and development, the proposed total cost for the Mead project is \$14,662,800 with hard construction costs at \$9,000,000. Also, the Guaranteed Maximum Cost of the project for construction will be set and approved following the completion of Design Development and Construction Documents. He added that staff are still working on the site development agreement with the town of Mead and the fire district, and that could change the cost. Chair Mary Heberlee shared that she went to the proposed site with Dr. Hortt, and it's a beautiful mountain view. She added that this has been in discussion for at least twenty years.

MOTION to approve the updated Mead Library Budget: Trustee Michael Wailes

SECOND: Vice-Chair Joyce Smock

DISCUSSION: None

VOTE: 5:0

Secretary/Treasurer Nick Nakamura returned to the meeting when the discussion ended at 6:46pm.

2.5 Library Support Plan for New Raymer and Briggsdale (Action) - Dr. Matthew Hortt, HPLD Executive Director

Since 2021, HPLD staff have been in discussion with New Raymer about putting a Public Computer Center in the Mercantile that they are converting to museum. They have asked the District to lease the room for the PCC for \$1,000. Staff suggested a library support fund for \$1,200, instead of a lease. Dr. Hortt recommended approving the support for both New Raymer and the Briggsdale Community Library to allow them to expand library services in the region.

The Trustees expressed support for this. Dr. Hortt said the next step is to go out and look at the Mercantile building, and then write an MOU similar to Briggsdale's.

He will share the information with the Board.

MOTION to approve the library support for New Raymer and the Briggsdale Community Library and direct Staff to negotiate and sign an agreement for the PCC and fund with New Raymer and update the PCC agreement with the Briggsdale Community Library:

Trustee Teresa Nuñez

SECOND: Trustee Michael Wailes

DISCUSSION: None

VOTE: 6:0

2.6 Lincoln Park Property Update (Information) – Dr. Matthew Hortt, HPLD Executive Director Following the Board's direction on April 1st to do so, staff, Legal Counsel, and HPLD's real estate broker made amendments to the City of Greeley's bid for the Lincoln Park property. The City then made a counteroffer. Their amendments run counter to the wishes of the Board, so Legal Counsel Bill Garcia will talk with them.

Board Direction was for Dr. Hortt and Legal Counsel Bill Garcia to continue to discuss this with the City and report back to the Board. Also, to hold a virtual Executive Session Board Meeting on Monday, April 22nd, at 5:00pm to discuss the matter.

2.7 PLAR Update (Information) – Dr. Matthew Hortt, HPLD Executive Director

Staff completes and submits the Public Library Annual Report (PLAR) to the state each year, and then the State compiles all the libraries' information and forwards it to the Federal Institute of Museum and Library Services, who uses the data to form a basis for state funding and grants. HPLD's PLAR results show that the doomsday reports about libraries are not coming to fruition, because the numbers are up from last year.

For Information Only - No action is needed

2.8 Staff Day Date (Action) - Dr. Matthew Hortt, HPLD Executive Director

The 2024 All-Staff Day had planned to incorporate a speaker from out of town, but they could not find a date that worked for both the speaker and the District. Therefore, staff propose the All-Staff Day for February 28, 2025. If approved, the date will be incorporated into the 2025 calendar and all HPLD facilities will be closed to the public on that day.

MOTION to approve the proposed staff day: Secretary/Treasurer Nick Nakamura

SECOND: Trustee Gerri Holton

DISCUSSION: None

VOTE: 6:0

3.0 DIRECTORS REPORT

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

Update to the agenda as presented: add Erie I-25 Gateway discussion.

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

HPLD made national news when *Psychedelics*, a 1970's book on psychedelic drugs, was returned to the Riverside Library 36 years, 9 months, and 13 days late. It was returned with a note that read, "Sorry so late – it's been a long, strange trip".

AARP, who did tax returns in the HPLD DSS meeting room, completed 849 full tax returns and 226 state-only returns at DSS this tax year.

Jefferson County Public Library staff voted to unionize and join the AFSCME Cultural Workers Union. Denver Public Library also unionized a couple of years ago, but with a different, smaller group.

HPLD's Marketing Department won two *Blue Pencil and Gold Screen Awards* from the National Association of Government Communicators. Both awards pertain to their work for LINC.

4.0 BOARD COMMENTS

- 4.1 Chair Mary Heberlee went to Mead and sat in on a planning meeting there. She also went to Northern Plains Public Library and will go to the Eaton Public Library.
- 4.2 Vice-Chair Joyce Smock appreciates the funds for New Raymer and Briggsdale.
- 4.3 Secretary/Treasurer Nick Nakamura reported that the finance committee met on Thursday and all updates have already been shared in this meeting. He suggested that maybe we should look at the disposition policy and perhaps auction off the Lincoln Park building for Friends.
- 4.4 Other Board Members

Trustee Deana Lemos-Garcia told Matt she appreciated the statistics he shared and looks forward to reading the additional statistics.

Trustee Teresa Nuñez liked hearing more about Erie Gateway project and appreciates the fact that we will use new contractors and architects.

Trustee Gerri Holton had nothing new to share.

Trustee Michael Wailes said he, too, didn't have anything new to share.

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

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

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

SECOND: Secretary/Treasurer Nick Nakamura

DISCUSSION: None

VOTE: 6:0

An executive session meeting of the Board of Trustees of the High Plains Library District was convened at 7:37pm on April 15, 2024 for the sole purpose of receiving legal advice on specific legal questions from an attorney regarding HPLD's Re-entry Policy. Attending were Board Trustees Mary Heberlee, Joyce Smock, Nick Nakamura, Deana Lemos-Garcia, Teresa Nuñez, Gerri Holton, and Michael Wailes; Legal Counsel William Garcia; and HPLD staff Marjorie Elwood and Dr. Matthew Hortt. During the executive session, the Board conferred with an attorney and did not engage in substantive discussion of any matter not enumerated in C.R.S. § 24-6-402(4). The Board did not adopt any policy, position, resolution, rule, regulation, or take any formal action. The session was adjourned at 8:05p.m. and the regular session reconvened.

6.0 RECONVENING OF REGULAR SESSION AT 8:05PM

6.1 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.

Legal Counsel William Garcia

HPLD Staff: Dr. Matthew Hortt, Marjorie Elwood, and Kim Parker

7.0 ADJOURNMENT AT 8:07PM

There being no further business,

MOTION to adjourn the meeting: Secretary/Treasurer Nick Nakamura

Kim Parker

SECOND: Trustee Gerri Holton

DISCUSSION: None

VOTE: 6:0

Upcoming	meetings:

Nick Nakamura

<u>Upcoming meetings:</u>	
May 20, 2024 at 5:00p.m.: HPLD Board of I	Directors Meeting - Regular Session
Glenn A Jones M.D. Memorial Library, 400	S. Parish Avenue, Johnstown, CO 80534
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HPLD Board Secretary/Treasurer	Recording Secretary



BOARD OF TRUSTEES

Special Session with Executive Session Minutes Monday, April 22, 2024 5:15 p.m.

HPLD Administration Building 2650 W. 29th Street, Greeley, CO 0631

1.0 OPENING OF MEETING at 5:16PM

1.1 Roll Call and Pledge of Allegiance

All were Present unless noted:

Chair Mary Heberlee

Vice-Chair Joyce Smock attended virtually

Secretary/Treasurer Nick Nakamura attended virtually

Trustee Deana Lemos-Garcia attended virtually

Trustee Teresa Nuñez was excused

Trustee Gerri Holton was excused

Trustee Michael Wailes was excused

Quorum was established.

Legal Counsel William Garcia

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: Secretary/Treasurer Nick Nakamura

DISCUSSION: None

VOTE: 4:0

1.3 Public Comment

No public comment.

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

Dr. Matthew Hortt read the following motion.

MOTION to adjourn from Regular Session and enter into Executive Session under C.R.S. § 24-6-402(4) – Pursuant to section C.R.S. § 24-6-402(4) (b), for the sole purpose of receiving legal advice on specific legal questions from an attorney on the Lochbuie Claim, and section C.R.S. § 24-6-402(4) (e), for the sole purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators – Former Lincoln Park Library Property and I-25 Erie Gateway

URA: Secretary/Treasurer Nick Nakamura **SECOND:** Trustee Deana Lemos-Garcia

DISCUSSION: None

VOTE: 4:0

An executive session meeting of the Board of Trustees of the High Plains Library District was convened at 5:22pm on April 22, 2024 for the sole purpose of receiving legal advice on specific legal questions from an attorney – Lochbuie Claim, along with determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators – Former Lincoln Park Library Property / I-25 Erie Gateway URA.

Attending were Board Trustees Mary Heberlee, Joyce Smock, Nick Nakamura, and Deana Lemos-Garcia; Legal Counsel William Garcia; and HPLD staff Natalie Wertz and Dr. Matthew Hortt. During the executive session, the Board conferred with an attorney and did not engage in substantive discussion of any matter not enumerated in C.R.S. § 24-6-402(4). The Board did not adopt any policy, position, resolution, rule, regulation, or take any formal action.

The session was adjourned at 6:12p.m. and the regular session reconvened.

3.0 RECONVENING OF REGULAR SESSION AT 6:12PM

3.1 Roll Call and Pledge of Allegiance

All were Present unless noted:

Chair Mary Heberlee

Vice-Chair Joyce Smock Secretary/Treasurer Nick Nakamura

The Date of The Control of the Contr

Trustee Deana Lemos-Garcia Trustee Teresa Nuñez was excused

Trustee Gerri Holton was excused

Trustee Michael Wailes was excused

Ouorum was established.

Legal Counsel William Garcia

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

5.0 ADJOURNMENT at 6:12pm

There being no further business,

MOTION to adjourn the meeting: Vice-Chair Joyce Smock

SECOND: Trustee Deana Lemos-Garcia

DISCUSSION: None

VOTE: 4:0

Upcoming meetings:

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

HPLD Board Secretary/Treasurer	Recording Secretary
Nick Nakamura	Kim Parker

HIGH PLAINS LIBRARY DISTRICT BOARD OF TRUSTEES COMMUNICATION

Meeting date: May 20th, 2024

Type of item: Action

Subject: Mead Library Design

Presented by: Dr. Matthew Hortt, HPLD Executive Director

Recommendation: Staff recommend the Board approve the Mead Library Design

Background

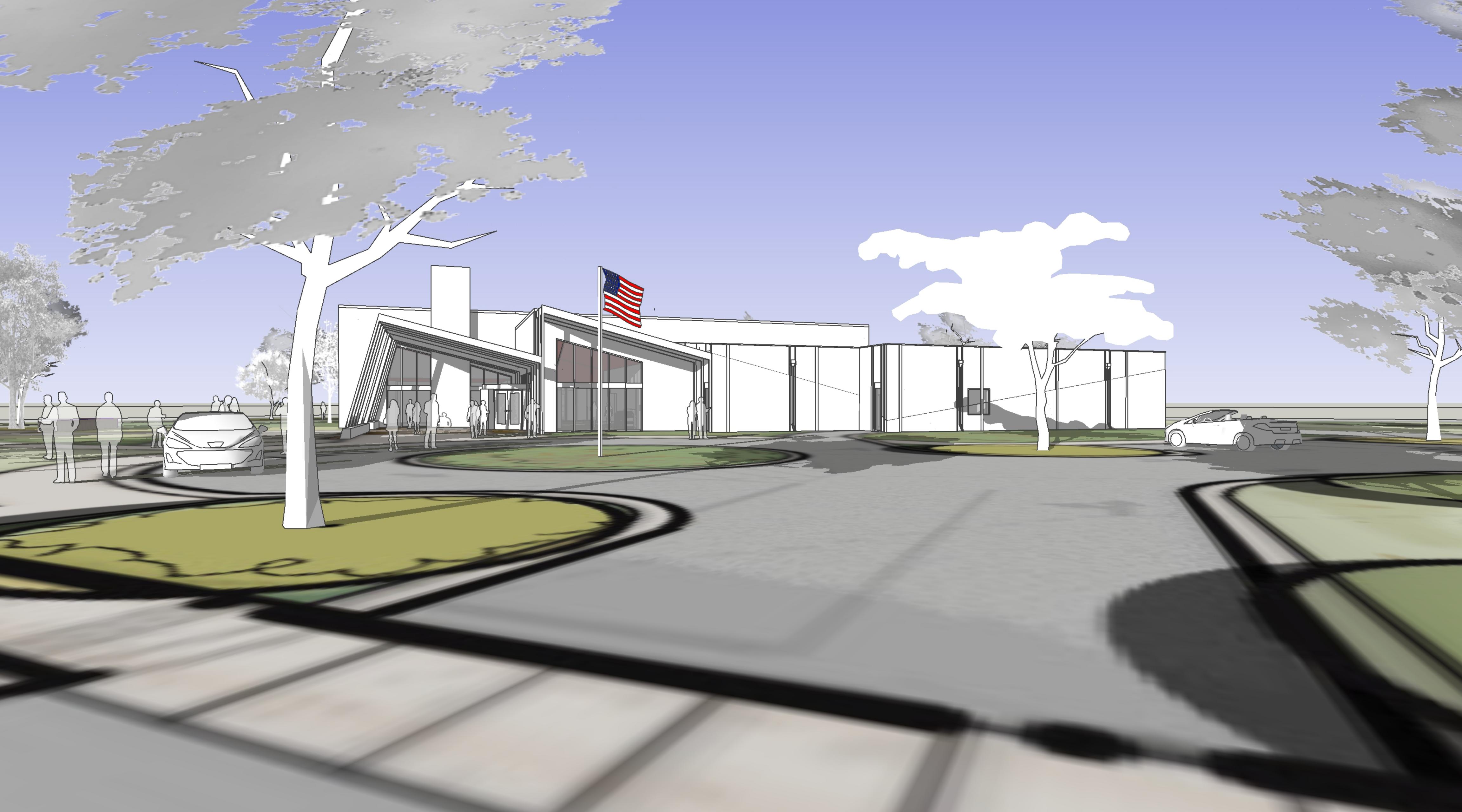
In 2023 The High Plains Library District began planning for the Mead Library Project. The project will be located on a parcel of land that is being jointly developed by HPLD, the Town of Mead, and the Mountain View Fire District. During the May 2024 HPLD Board Meeting, a total project budget of \$14,662,800 was approved. This amount includes a \$9,000,000 construction budget. The design team has been working to utilize the prototype design that was adopted by the District in 2019. The design has been updated as directed by the design team.

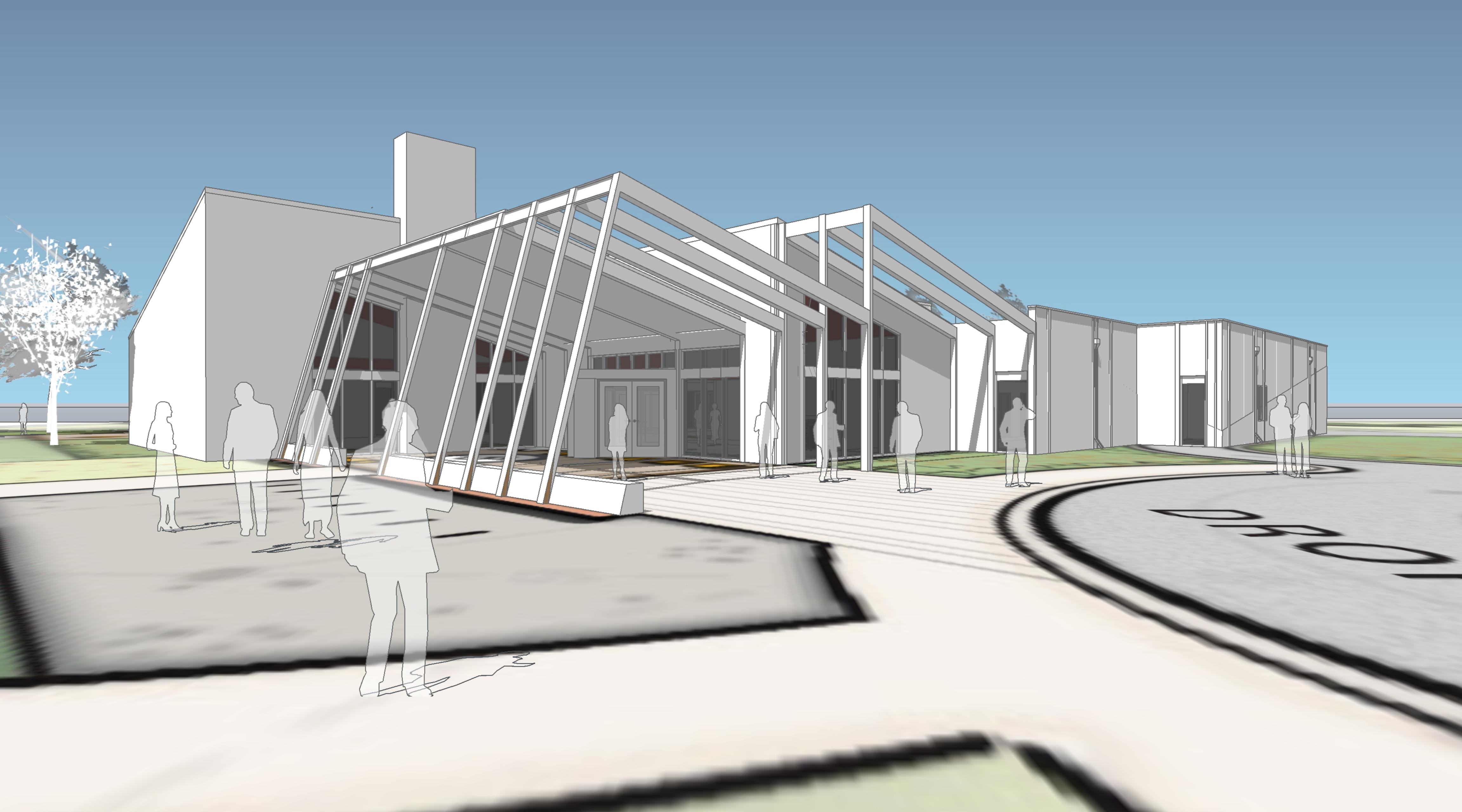
Considerations

- Approximate square footage 12,500
- The design includes a facility's garage
- The proposed courtyard was removed by the design team
- The packet includes building massing designs and a site plan
- Finishes and specific materials have yet to be defined and will be selected based on budget

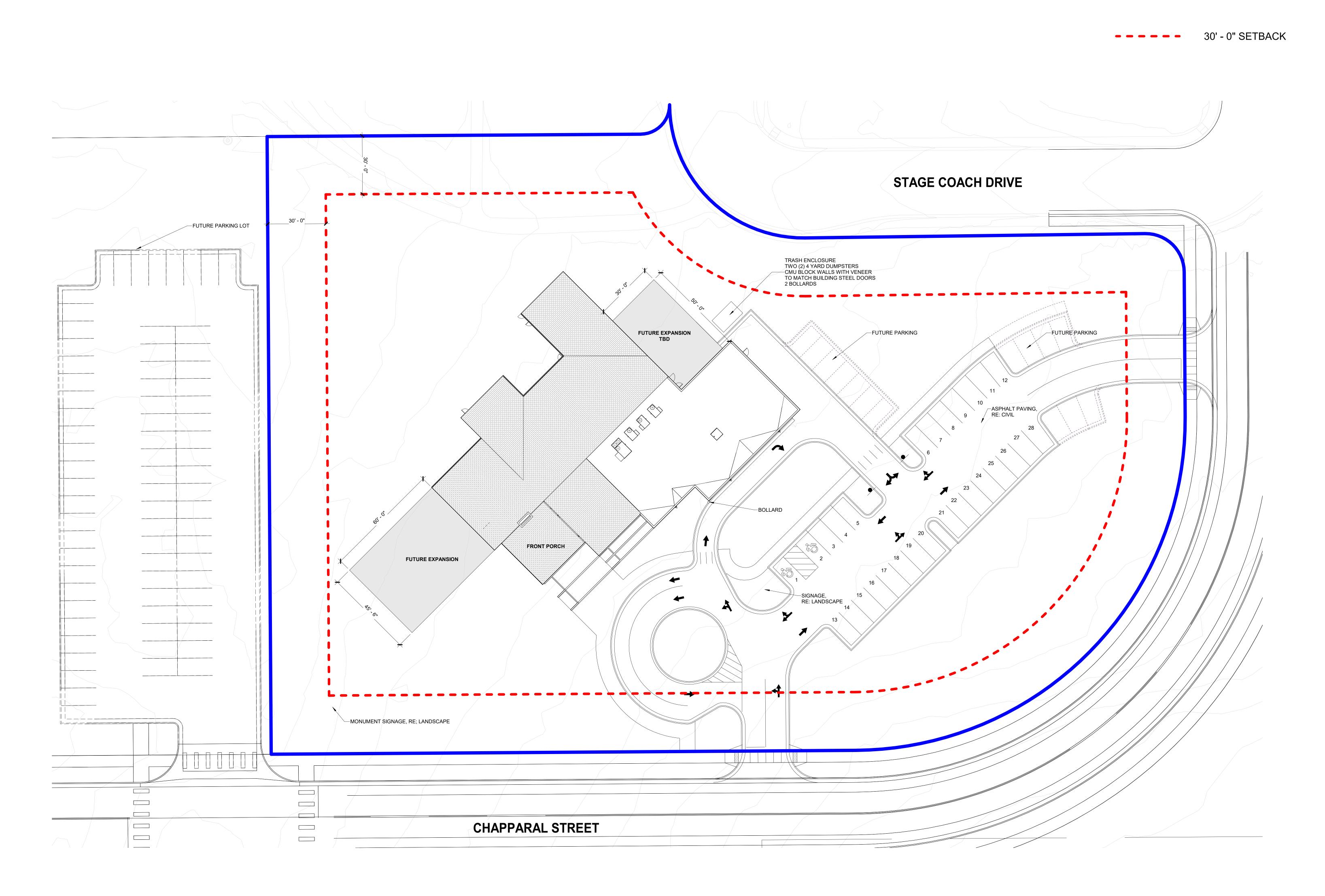
Staff Recommendation

Staff recommend the Board approve the Mead Library Design









studiotrope 1 design collective

SITE PLAN LEGEND

PROPERTY BOUNDARY LINE

OWNER
HIGH PLAINS LIBRARY DISTRICT
2650 W 29th Street
Greeley, CO 80631
970.506.8563

ARCHITECT / INTERIOR DESIGN
STUDIOTROPE DESIGN COLLECTIVE
2942 Welton St.
Denver, CO 80215
303-308-1144

CIVIL ENGINEER

57 **JVA**5. 1675 Larimer Street, Suite 550
5. Denver, CO 80202
5. 303.444.1952

Denver, CO 80216
970-214-4078

STRUCTURAL ENGINEER
JVA
1675 Larimer Street, Suite 550
Denver, CO 80202
303.444.1952

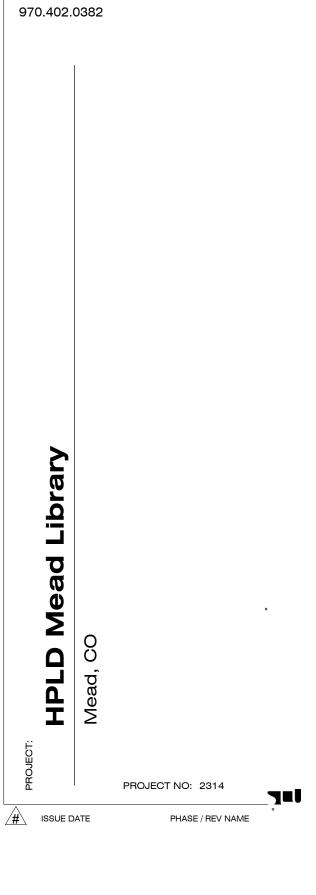
MEP ENGINEER **BOWMAN**

323 3rd Ave., Suite 100 Longmont, CO 80501 303.678.1108

LOW VOLTAGE & ACOUSTICS

1801 Wewatta Street, Floor 11 Denver, CO 80202 720.482.0770

OWNER'S REPRESENTATIVE WEMBER



ARCHITECTURAL SITE PLAN

HIGH PLAINS LIBRARY DISTRICT BOARD OF TRUSTEES COMMUNICATION

Meeting date: May 20th, 2024

Type of item: Action

Subject: I-25 Erie Gateway URA

Presented by: Dr. Matthew Hortt, HPLD Executive Director, & Julian Jacquin, Economic

Development & TOEURA Town of Erie

Recommendation: Staff recommend the Board approve the I-25 Erie Gateway Urban Renewal Area Proposal as well as the TIF Agreement, directing the Executive Director to sign the TIF

Agreement

Background

In April 2024, the Town of Erie presented the I-25 Erie Gateway Urban Renewal Area Proposal to the HPLD Board. Following discussion, the Board directed staff to work with legal counsel to negotiate the TIF Agreement. Staff developed a counter proposal based on direction from the Board. The Town of Erie has accepted the counter proposal and updated the draft TIF Agreement.

Considerations

- Proposed URA is located on various parcels off I-25, between State Highway 52 and County Road 10.
- The URA contains approximately 1,100 acres and includes 536 parcels 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 ask from the Town of Erie is that the District enter into a revenue sharing agreement with the Town for the defined Urban Renewal Area. As proposed, the District would share 100% of the tax revenue in the URA for the 25-year term. The shared revenue would be used for Tax Incremental Financing (TIF) to help develop the URA area, increasing the taxable value of the property over time and resulting in an increased tax value for the District after the 25-year term.
- Based on the URA TIF projections of the estimated 25-year property taxes for the URA, the District would be sharing \$10,000,00 in tax revenue
- HPLD Counter Proposal:
 - o 25-year term
 - o HPLD will share 100% of the tax revenue in the defined URA Area
 - o TIF Revenue Cap of \$5,000,000

Staff Recommendation

Staff recommend the Board approve the I-25 Erie Gateway Urban Renewal Area Proposal as well as the TIF Agreement, directing the Executive Director to sign the TIF Agreement.

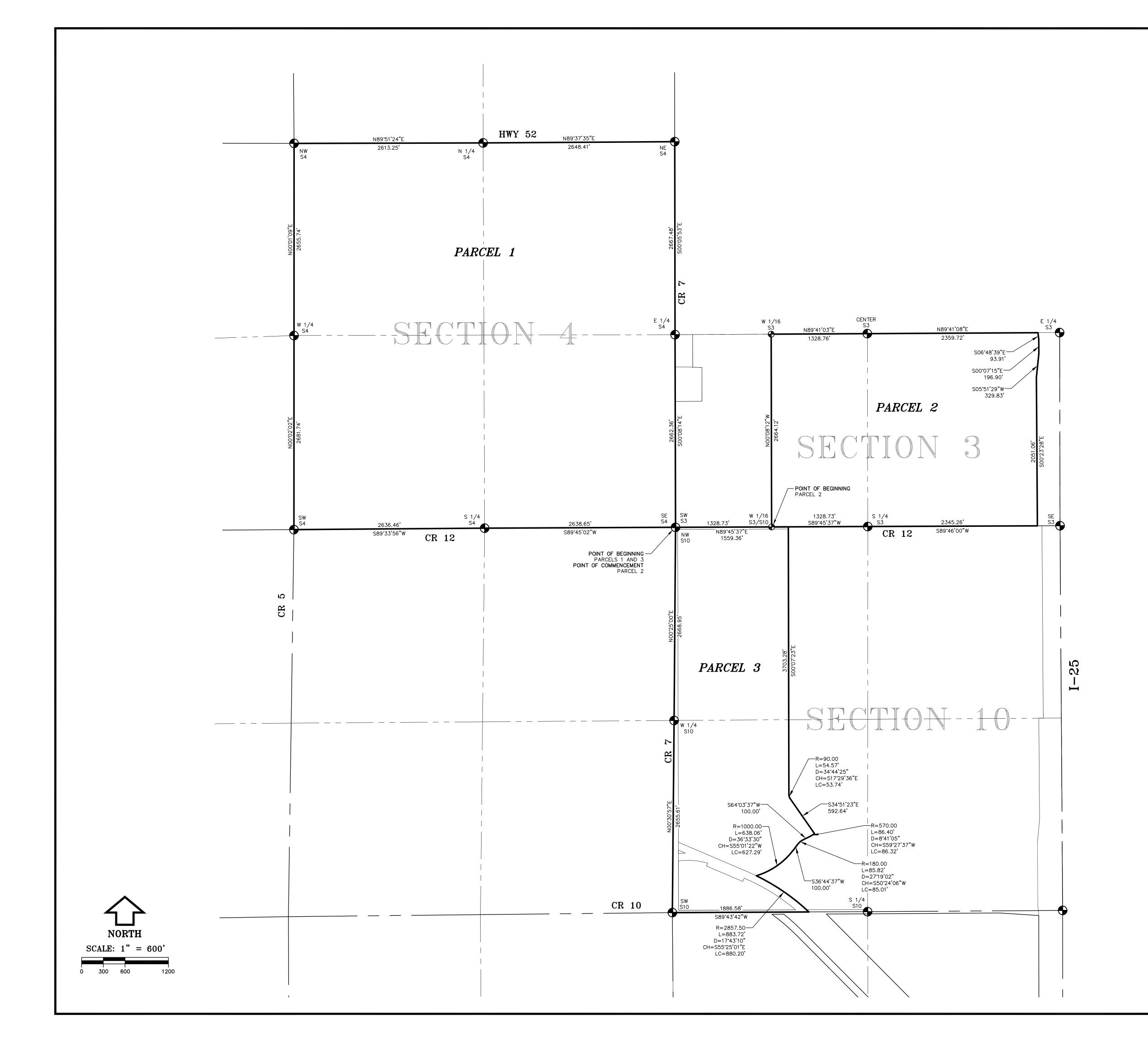
<u>Tax Increment Revenue Agreement</u> (<u>The High Plains Library District</u>) (Erie Gateway Phase 1 Urban Renewal Plan)

This Tax Increment Revenue Agreement (the "Agreement") is entered into as of
[], 2024 (the "Effective Date") by and between the Town of Erie Urban
Renewal Authority, a body corporate and politic of the State of Colorado (the
"Authority"), whose address is 645 Holbrook Street, Erie, CO 80516, and the High Plains
Library District, ("District"), whose address is The Authority and the
District are referred to herein individually as a "Party" and collectively as the "Parties."

Recitals

The following recitals are incorporated in and made a part of this Agreement, as noted in $\underline{\text{Section 1}}$ below. Capitalized terms used herein and not otherwise defined are defined in $\underline{\text{Section 2 below}}$.

- A. <u>Redevelopment</u>. The Parties understand that the real property described in <u>Exhibit A</u> (the "<u>Property</u>") lying within the corporate limits of the Town of Erie (the "<u>Town</u>"), is proposed to be within the area of the Erie Gateway Phase 1 Urban Renewal Plan ("<u>Plan</u>"), to be redeveloped by one or more developers and/or property owner(s) as a mixed-use development(s) that will eliminate existing blighted conditions which constitute threats to the health, safety and welfare of the community and barriers to development.
- B. <u>Urban Renewal and Tax Increment Financing</u>. To accomplish the redevelopment and to provide certain required improvements, the Authority has recommended that the Property be included within the Erie Gateway Phase 1 Urban Renewal Plan, which Plan will authorize the utilization of tax increment financing in accordance with the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the "<u>Act</u>"), to pay Eligible Costs of the Improvements. The Plan that includes the Property has been provided to the District under separate cover. The final version of the Plan as approved by the Town Council of the Town shall be the "Plan" for purposes of this Agreement. The Parties hereto hereby approve the Plan in all respects, including any and all amendments thereto.
- C. <u>Nature of Urban Renewal Project and Purpose of Agreement</u>. The proposed Urban Renewal Project consists of designing, developing and constructing the Improvements (which includes paying the Eligible Costs of public improvements) necessary to serve the proposed Urban Renewal Area and, in compliance with §31-25-107(4)(g) of the Act, the Plan affords maximum opportunity, consistent with the sound needs of the Town as a whole, for the rehabilitation or redevelopment of the Urban Renewal Area by private enterprise. Approval of the Plan is subject to the Act, including requirements imposed by HB 15-1348, as amended to-date (the "<u>Amended 1348 Requirements</u>") for new urban renewal plans adopted after January 1, 2016.



PARCEL DESCRIPTIONS:

PARCEL 1

A PARCEL OF LAND BEING ALL OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 4; THENCE S89°45'02"W ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4 A DISTANCE OF 2638.65 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 4; THENCE S89°33'56"W ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4 A DISTANCE OF 2636.46 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 4; THENCE NO0°02'02'E ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4 A DISTANCE OF 2681.74 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 4; THENCE NOOO1'09'E ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4 A DISTANCE OF 2655.74 FEET TO THE NORTHWEST CORNER OF SAID SECTION 4; THENCE N89'51'24'E ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4 A DISTANCE OF 2613.25 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 4; THENCE N89°37'35"E ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4 A DISTANCE OF 2648.41 FEET TO THE NORTHEAST CORNER OF SAID SECTION 4; THENCE S00°05'53'E ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4 A DISTANCE OF 2667.48 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 4; THENCE SO0'08'14'E ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4 A DISTANCE OF 2662.36 FEET TO THE POINT OF

CONTAINING 28,070,900 SQUARE FEET OR 644.419 ACRES, MORE OR LESS.

PARCEL 2

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 3; THENCE N89'45'37'E ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 A DISTANCE OF 1328.73 FEET TO THE WEST SIXTEENTH CORNER OF SECTION 3 AND SECTION 10, SAID POINT BEING THE POINT OF BEGINNING; THENCE NOO'08'12"W ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 3 A DISTANCE OF 2664.12 FEET TO THE WEST SIXTEENTH CORNER OF SECTION 3; THENCE N89'41'03'E ALONG THE CENTERLINE OF SAID SECTION 3 A DISTANCE OF 1328.76 FEET TO THE CENTER OF SAID SECTION 3; THENCE N89°41'08'E CONTINUING ALONG THE CENTERLINE OF SAID SECTION 3 A DISTANCE OF 2359.72 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF INTERSTATE 25; THENCE ALONG SAID WEST RIGHT OF WAY LINE FOR THE FOLLOWING FOUR (4) COURSES;1) S06°48'39'E A DISTANCE OF 93.91 FEET; 2) S00°07'15'E A DISTANCE OF 196.90 FEET; 3) S05'51'29'W A DISTANCE OF 329.83 FEET; 4) S00'23'28'E A DISTANCE OF 2051.06 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3; THENCE S89°46'00"W ALONG SAID SOUTH LINE A DISTANCE OF 2345.26 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 3; THENCE S89'45'37"W ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 A DISTANCE OF 1328.73 FEET TO THE POINT

CONTAINING 9,797,310 SQUARE FEET OR 224.915 ACRES, MORE OR LESS.

PARCEL 3

A PARCEL OF LAND LOCATED IN THE WEST HALF OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 10; THENCE N89'45'37'E ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10 A DISTANCE OF 1559.36 FEET; THENCE S00°07'23"E A DISTANCE OF 3703.28 FEET TO A POINT OF CURVATURE; THENCE ALONG A 90.00 FOOT RADIUS CURVE TO THE LEFT (SAID CURVE HAVING A CENTRAL ANGLE OF 34'44'25", AND CHORD BEARING S17'29'36"E A DISTANCE OF 53.74 FEET) AN ARC LENGTH OF 54.57 FEET; THENCE S34*51'23'E A DISTANCE OF 592.64 FEET TO A POINT OF NON-TANGENT CURVATURE, THENCE ALONG A 570.00 FOOT RADIUS CURVE TO THE RIGHT (SAID CURVE HAVING A CENTRAL ANGLE OF 08°41'05", AND CHORD BEARING S59'27'37"W A DISTANCE OF 86.32 FEET) AN ARC LENGTH OF 86.40 FEET; THENCE S64°03'37"W A DISTANCE OF 100.00 FEET TO A POINT OF CURVATURE, THENCE ALONG A 180.00 FOOT RADIUS CURVE TO THE LEFT (SAID CURVE HAVING A CENTRAL ANGLE OF 27°19'02", AND CHORD BEARING S50°24'06'W A DISTANCE OF 85.01 FEET) AN ARC LENGTH OF 85.82 FEET: THENCE S36'44'37'W A DISTANCE OF 100.00 FEET TO A POINT OF CURVATURE, THENCE ALONG A 1000.00 FOOT RADIUS CURVE TO THE RIGHT (SAID CURVE HAVING A CENTRAL ANGLE OF 36'33'30", AND CHORD BEARING S55'01'22"W A DISTANCE OF 627.29 FEET) AN ARC LENGTH OF 638.06 FEET TO A POINT ON THE NORTHEASTERLY LINE OF A PARCEL RECORDED IN BOOK 359 AT PAGE 418, BEING 50.00 FEET NORTHEASTERLY, AS MEASURED RADIALLY FROM THE CENTERLINE OF THE MAIN TRACK OF THE BOULDER BRANCH OF THE UNION PACIFIC RAILROAD; THENCE ALONG SAID NORTHEASTERLY LINE AND ALONG A 2857.50 FOOT RADIUS CURVE TO THE RIGHT (SAID CURVE HAVING A CENTRAL ANGLE OF 17'43'10", AND CHORD BEARING S55'25'01'E A DISTANCE OF 880.20 FEET) AN ARC LENGTH OF 883.72 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE S89°43'42"W ALONG SAID SOUTH LINE A DISTANCE OF 1886.58 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 10; THENCE NO0*30'57'E ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10 A DISTANCE OF 2655.61 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 10; THENCE NO0'25'00'E ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10 A DISTANCE OF 2668.95 FEET TO THE POINT OF BEGINNING;

CONTAINING 8,498,369 SQUARE FEET OR 195.096 ACRES, MORE OR LESS.

EXHIBIT

I-25 URA - PHASE 1
SECTIONS 3, 4, AND 10
T1N, R68W OF THE 6TH P.M.
COUNTY OF WELD, STATE OF COLORADO



P.O. Box 930 • Erie, Colorado 80516 (303) 828-3340 www.coloradols.com 1 **OF 1**DATE: 4/8/24

SHEET:

PROJECT: S185028

DRAWN BY: JPE



EXHIBIT A

PROPERTY DESCRIPTION - PARCEL 1

A PARCEL OF LAND BEING ALL OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6^{TH} PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 4: THENCE S89°45'02"W ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4 A DISTANCE OF 2638.65 FEET TO THE SOUTH OUARTER CORNER OF SAID SECTION 4; THENCE S89°33'56"W ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4 A DISTANCE OF 2636.46 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 4; THENCE N00°02'02"E ALONG THE WEST LINE OF THE SOUTHWEST OUARTER OF SAID SECTION 4 A DISTANCE OF 2681.74 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 4; THENCE N00°01'09"E ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4 A DISTANCE OF 2655.74 FEET TO THE NORTHWEST CORNER OF SAID SECTION 4: THENCE N89°51'24"E ALONG THE NORTH LINE OF THE NORTHWEST OUARTER OF SAID SECTION 4 A DISTANCE OF 2613.25 FEET TO THE NORTH OUARTER CORNER OF SAID SECTION 4; THENCE N89°37'35"E ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4 A DISTANCE OF 2648.41 FEET TO THE NORTHEAST CORNER OF SAID SECTION 4; THENCE S00°05'53"E ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4 A DISTANCE OF 2667.48 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 4; THENCE S00°08'14"E ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4 A DISTANCE OF 2662.36 FEET TO THE **POINT OF BEGINNING**:

CONTAINING 28,070,900 SQUARE FEET OR 644.419 ACRES, MORE OR LESS.



PROPERTY DESCRIPTION – PARCEL 2

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 3; THENCE N89°45'37"E ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 A DISTANCE OF 1328.73 FEET TO THE WEST SIXTEENTH CORNER OF SECTION 3 AND SECTION 10, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE N00°08'12"W ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 3 A DISTANCE OF 2664.12 FEET TO THE WEST SIXTEENTH CORNER OF SECTION 3; THENCE N89°41'03"E ALONG THE CENTERLINE OF SAID SECTION 3 A DISTANCE OF 1328.76 FEET TO THE CENTER OF SAID SECTION 3; THENCE N89°41'08"E CONTINUING ALONG THE CENTERLINE OF SAID SECTION 3 A DISTANCE OF 2359.72 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF INTERSTATE 25; THENCE ALONG SAID WEST RIGHT OF WAY LINE FOR THE FOLLOWING FOUR (4) COURSES;1) S06°48'39"E A DISTANCE OF 93.91 FEET; 2) S00°07'15"E A DISTANCE OF 196.90 FEET; 3) S05°51'29"W A DISTANCE OF 329.83 FEET; 4) S00°23'28"E A DISTANCE OF 2051.06 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3; THENCE S89°46'00"W ALONG SAID SOUTH LINE A DISTANCE OF 2345.26 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 3; THENCE S89°45'37"W ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 A DISTANCE OF 1328.73 FEET TO THE **POINT OF BEGINNING**;

CONTAINING 9,797,310 SQUARE FEET OR 224.915 ACRES, MORE OR LESS.



PROPERTY DESCRIPTION – PARCEL 3

A PARCEL OF LAND LOCATED IN THE WEST HALF OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6^{TH} PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 10; THENCE N89°45'37"E ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10 A DISTANCE OF 1559.36 FEET; THENCE S00°07'23"E A DISTANCE OF 3703.28 FEET TO A POINT OF CURVATURE. THENCE ALONG A 90.00 FOOT RADIUS CURVE TO THE LEFT (SAID CURVE HAVING A CENTRAL ANGLE OF 34°44'25", AND CHORD BEARING S17°29'36"E A DISTANCE OF 53.74 FEET) AN ARC LENGTH OF 54.57 FEET; THENCE S34°51'23"E A DISTANCE OF 592.64 FEET TO A POINT OF NON-TANGENT CURVATURE, THENCE ALONG A 570.00 FOOT RADIUS CURVE TO THE RIGHT (SAID CURVE HAVING A CENTRAL ANGLE OF 08°41'05", AND CHORD BEARING S59°27'37"W A DISTANCE OF 86.32 FEET) AN ARC LENGTH OF 86.40 FEET; THENCE S64°03'37"W A DISTANCE OF 100.00 FEET TO A POINT OF CURVATURE, THENCE ALONG A 180.00 FOOT RADIUS CURVE TO THE LEFT (SAID CURVE HAVING A CENTRAL ANGLE OF 27°19'02", AND CHORD BEARING S50°24'06"W A DISTANCE OF 85.01 FEET) AN ARC LENGTH OF 85.82 FEET; THENCE S36°44'37"W A DISTANCE OF 100.00 FEET TO A POINT OF CURVATURE, THENCE ALONG A 1000.00 FOOT RADIUS CURVE TO THE RIGHT (SAID CURVE HAVING A CENTRAL ANGLE OF 36°33'30", AND CHORD BEARING S55°01'22"W A DISTANCE OF 627.29 FEET) AN ARC LENGTH OF 638.06 FEET TO A POINT ON THE NORTHEASTERLY LINE OF A PARCEL RECORDED IN BOOK 359 AT PAGE 418, BEING 50.00 FEET NORTHEASTERLY, AS MEASURED RADIALLY FROM THE CENTERLINE OF THE MAIN TRACK OF THE BOULDER BRANCH OF THE UNION PACIFIC RAILROAD; THENCE ALONG SAID NORTHEASTERLY LINE AND ALONG A 2857.50 FOOT RADIUS CURVE TO THE RIGHT (SAID CURVE HAVING A CENTRAL ANGLE OF 17°43'10", AND CHORD BEARING S55°25'01"E A DISTANCE OF 880.20 FEET) AN ARC LENGTH OF 883.72 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST OUARTER OF SAID SECTION 10: THENCE S89°43'42"W ALONG SAID SOUTH LINE A DISTANCE OF 1886.58 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 10; THENCE N00°30'57"E ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10 A DISTANCE OF 2655.61 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 10; THENCE N00°25'00"E ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10 A DISTANCE OF 2668.95 FEET TO THE POINT OF BEGINNING;

CONTAINING 8,498,369 SQUARE FEET OR 195.096 ACRES, MORE OR LESS.

- D. <u>Taxing Entities</u>. The District levies ad valorem property taxes on the Property included within the proposed Urban Renewal Area.
- E. <u>Equitable Deal Structure</u>. The District and the Authority, along with other taxing districts, have undertaken to prepare an equitable deal structure including a significant contribution of incremental property tax revenues from certain applicable taxing districts.
- F. <u>Colorado Urban Renewal Law</u>. In accordance with the Act as amended to the date of this Agreement (including the Amended 1348 Requirements), the Parties desire to enter into this Agreement to facilitate adoption of the Plan and redevelopment of the proposed Urban Renewal Area described therein. The Agreement addresses, among other things, the estimated impacts of the Plan on the District services associated solely with the Plan.

Agreement

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

- 1. <u>Incorporation of Recitals</u>. The foregoing recitals are incorporated into and made a part of this Agreement.
 - 2. Definitions. As used in this Agreement:
- 2.1 "<u>Act</u>" means the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S.
- 2.2 "<u>Agreement</u>" means this Agreement, as it may be amended or supplemented in writing. References to sections or exhibits are to this Agreement unless otherwise qualified.
 - 2.3 "<u>Agricultural Land</u>" has the meaning set forth in <u>Section 6</u> hereof.
- 2.4 "**Authority**" means the Town of Erie Urban Renewal Authority, a body corporate and politic of the State of Colorado.
 - 2.5 "**Bonds**" shall have the same meaning as defined in §31-25-103 of the Act.
 - 2.6 "**Town**" means the Town of Erie, Colorado.
- 2.7 "<u>District</u>" means the High Plains Library District, a library district organized under the Colorado Revised Statutes.

- 2.8 "<u>District Increment</u>" means the portion of Property Tax Increment Revenues generated by the District mill levy, received by the Authority from the Weld County Treasurer.
- 2.9 "<u>Duration</u>" means the 25-year period that the tax increment or tax allocation provisions will be in effect as specified in §31-25-107(9)(a) of the Act, the Plan, and the Impact Report. Pursuant to the Act, the base year for calculating Property Tax Increment Revenues is 2024. The last year the assessment roll will be divided for purposes of TIF is 2049, and the last year the Authority is eligible to receive Property Tax Increment Revenues from the Plan area is 2050.
- 2.10 "**Eligible Costs**" means those costs eligible to be paid or reimbursed from the Property Tax Increment Revenues pursuant to the Act.
- 2.11 "**Impact Report**" means the impact report dated as of January 28, 2024, and prepared by Pioneer Development Company analyzing and projecting the financial burdens and benefits of the Urban Renewal Project pursuant to §31-25-107(3.5) of the Act.
- 2.12 "**Improvements**" means the public improvements and private improvements to be constructed on the Property pursuant to the Plan.
- 2.13 "Party" or "Parties" means the Authority and the District, or each and their lawful successors and assigns.
 - 2.14 "Plan" means the urban renewal plan defined in Recital B above.
 - 2.15 "Project" shall have the same meaning as Urban Renewal Project.
- 2.16 "Property Tax Increment Revenues" means the incremental property tax revenues derived from ad valorem property tax levies described in §31-25-107(9)(a)(II) of the Act allocated to the Special Fund for the Urban Renewal Project. Provided however, any property tax increment generated by new oil and gas well sites developed within the boundaries of the Project after the adoption of the Plan will not be included or otherwise captured as increment and will instead be subject to all taxes levied by taxing districts at the then current mill levy.
- 2.17 "**Special Fund**" means that certain special fund of the Authority into which Property Tax Increment Revenues shall be allocated to and paid into, as more particularly described in the Act.
- 2.18 "**TIF**" means the property tax increment portion of the property tax assessment roll described in §31-25-107(9)(a)(II) of the Act.
- 2.19 "<u>Urban Renewal Area</u>" means the area included in the boundaries of the Plan.

- 2.20 "<u>Urban Renewal Project</u>" means all undertakings and activities, or any combination thereof, required to carry out the Plan pursuant to the Act.
- 3. <u>Impact Report</u>. The Parties acknowledge receipt of, and the opportunity to review, the Impact Report, submitted in accordance with C.R.S. §31-25-107(3.5)(a). The Impact Report describes the benefits and burdens of the Plan. Having received the Impact Report prior to the commencement of negotiations for the purposes of entering into this Agreement, the District hereby waives any other statutory requirements related to receipt of the Impact Report.
- 4. <u>Authority Administrative Fee</u>. An administrative fee equal to one percent (1%) of the District Increment as determined on an annual basis shall be retained by the Authority ("<u>Administrative Fee</u>"). Notwithstanding anything to the contrary set forth in this Agreement or in the Urban Renewal Plan, the Authority shall be entitled to retain the Administrative Fee to pay the reasonable and customary administrative costs of the Authority incurred in connection with the Authority's obligations under this agreement, including, without limitation the collection, enforcement, disbursement, and administrative fees and costs related to the District Increment and the Urban Renewal Plan Area. The Administrative Fee shall be deducted annually from the District Increment received.
- 5. <u>Property Tax Increment Revenues</u>. In compliance with the requirements of the Act, including the Amended 1348 Requirements, the Parties have negotiated and agreed to the sharing of District Increment Revenues as set forth herein.
 - 5.1 <u>District Increment Revenues</u>. The District and the Authority agree that the Authority shall retain and expend in furtherance of the Urban Renewal Project 100% of the District Increment, commencing on the date of approval by the Town of the Plan, and ending upon the earlier of: 1) the occurrence of the Duration; 2) the payment in full of all bonds, loans, advances, and indebtedness, if any, incurred by the Authority to pay for the Improvements, including interest thereon and any premiums due in connection therewith in accordance with § 31-25-107(9)(a)(II) of the Act; or (3) the receipt by the Authority of a total amount of Five Million Dollars (\$5,000,000.00) generated by the District Increment.
- 6. Agricultural Land. 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 Act requires that such Agricultural Land included within an urban renewal plan area shall be valued at fair market value for purposes of establishing the base and calculating the increment. Accordingly, as demonstrated in the Impact Report for the Plan previously submitted to the District, among others, the Agricultural Land base value has been established at fair market rates. In addition, the District specifically and irrevocably consents to the inclusion of such Agricultural Land in the Plan pursuant to §31-25-107(1)(c)(II)(D) of the Act

- 7. <u>Waiver</u>. The District acknowledges and agrees that the execution of this Agreement satisfies the requirements of the Act regarding all applicable Amended 1348 Requirements for the adoption of the Plan, TIF financing in accordance with the Plan, and notices related thereto, except those that may apply to future modifications of the Plan as required by Sections 31-25-107(3.5) and (7) of the Act. Subject to such right to receive notice of any proposed future modification of the Plan, the District hereby waives any provision of the Act that provides for notice to, requires any filing with or by, requires or permits consent from, or provides any enforcement right to the District. The District agrees that it has already received information equivalent to the information otherwise required to be provided to it by Section 31-25-107(3.5) of the Act in the form of the Impact Report, and therefore hereby deem that requirement satisfied.
- 8. <u>Limitation of Agreement</u>. This Agreement applies only to the District Increment, as calculated, produced, collected and paid to the Authority from the Urban Renewal Area by the Weld County Treasurer in accordance with §31-25-107(9)(a)(II) of the Act and the rules and regulations of the Property Tax Administrator of the State of Colorado, and does not include any other revenues of the District, Town or the Authority.

9. Miscellaneous.

- 9.1 <u>Delays</u>. Any delays in or failure of performance by any Party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God; fires; floods; earthquake; abnormal weather; strikes; labor disputes; accidents; regulation or order of civil or military authorities; shortages of labor or materials; or other causes, similar or dissimilar, including economic downturns, which are beyond the control of such Party. Notwithstanding the foregoing, where any of the above events shall occur which temporarily interrupt the ability of a Party to abide by its obligations as provided in this Agreement, as soon as the event causing such interruption shall no longer prevail, the applicable Party shall fulfill all of its obligations as soon as reasonably practicable.
- 9.2 <u>Termination and Subsequent Legislation or Litigation</u>. In the event of termination of the Plan, including its TIF financing component, the Authority may terminate this Agreement by delivering written notice to the District. The Parties further agree that in the event legislation is adopted or a decision by a court of competent jurisdiction is rendered after the effective date of this Agreement that invalidates or materially effects any provisions hereof, the Parties will in good faith negotiate for an amendment to this Agreement that most fully implements the original intent, purpose and provisions of this Agreement, but does not impair any otherwise valid contracts in effect at such time.
- 9.3 <u>Entire Agreement</u>. This instrument embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or

written, between the Parties hereto. No modification to this Agreement shall be valid unless agreed to in writing by the Parties.

- 9.4 <u>Binding Effect</u>. This Agreement shall inure to the benefit of and be binding upon the Parties and their successors in interest.
- 9.5 <u>No Third-Party Enforcement</u>. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned Parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned Parties that any person or entity other than the undersigned Parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.
- 9.6 <u>No Waiver of Immunities</u>. Nothing in this Agreement shall be construed as a waiver of the rights and privileges of the Parties pursuant to the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as the same may be amended from time to time. No portion of this Agreement shall be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this agreement.
- 9.7 <u>Amendment</u>. This Agreement may be amended only by an instrument in writing signed by the Parties.
- 9.8 <u>Parties not Partners</u>. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the Parties shall not be deemed to be partners or joint venturers, and no Party shall be responsible for any debt or liability of any other Party.
- 9.9 <u>Interpretation</u>. All references herein to Bonds shall be interpreted to include the incurrence of debt by the Authority in any form consistent with the definition of "Bonds" in the Act, including payment of Eligible Costs or any other lawful financing obligation.
- 9.10 <u>Incorporation of Recitals and Exhibits</u>. The provisions of the Recitals and the Exhibits attached to this Agreement are incorporated in and made a part of this Agreement.
- 9.11 <u>No Assignment</u>. No Party may assign any of its rights or obligations under this Agreement. Any attempted assignment in violation of this provision shall be null and void and of no force and effect.
- 9.12 <u>Section Captions</u>. The captions of the sections are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

- 9.13 <u>Execution in Counterparts</u>. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.
- 9.14 <u>Electronic Transactions</u>. The Parties agree that any individual or individuals who are authorized to execute this Agreement on behalf of the Authority or the District are hereby authorized to execute this Agreement electronically via facsimile or email signature. This agreement by the Parties to use electronic signatures is made pursuant to Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act. Any electronic signature so affixed to this Agreement shall carry the full legal force and effect of any original, handwritten signature. The Parties hereto agree that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law.
- 9.15 <u>Governing Law</u>. This Agreement and the provisions hereof shall be governed by and construed in accordance with the laws of the State of Colorado.
- 9.16 <u>No Presumption</u>. 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.
- Notices. Any notice required by this Agreement shall be in writing. All notices, demands, requests and other communications required or permitted hereunder shall be in writing, and shall be: (a) personally delivered with a written receipt of delivery; (b) sent by a nationally-recognized overnight delivery service requiring a written acknowledgement of receipt or providing a certification of delivery or attempted delivery; (c) sent by certified or registered mail, return receipt requested; or (d) sent by confirmed facsimile transmission or electronic delivery with an original copy thereof transmitted to the recipient by one of the means described in subsections (a) through (c) no later than five business days thereafter. All notices shall be deemed effective when actually delivered as documented in a delivery receipt; provided, however, that if the notice was sent by overnight courier or mail as aforesaid and is affirmatively refused or cannot be delivered during customary business hours by reason of the absence of a signatory to acknowledge receipt, or by reason of a change of address with respect to which the addressor did not have either knowledge or written notice delivered in accordance with this paragraph, then the first attempted delivery shall be deemed to constitute delivery. Each Party shall be entitled to change its address for notices from time to time by delivering to the other Party notice thereof in the manner herein provided for the delivery of notices. All notices shall be sent to the addressee at its address set forth in the Preamble to this Agreement.

- 9.18 <u>Days</u>. If the day for any performance or event provided for herein is a Saturday, a Sunday, a day on which national banks are not open for the regular transactions of business, or a legal holiday pursuant to C.R.S. § 24-11-101(1), such day shall be extended until the next day on which such banks and state offices are open for the transaction of business.
- 9.19 <u>Precedent</u>. The Parties agree that this Agreement is entered into for the specific Plan described herein. All other future urban renewal projects will be evaluated on their specific attributes and merits and agreements for those projects may include additional or different terms from this Agreement. This Agreement is not deemed to set precedent for such future agreements.
- 9.20 <u>Severability</u>. If any provision of this Agreement is found to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 9.21 <u>Authority</u>. The persons executing this Agreement on behalf of the Parties covenant and warrant that each is fully authorized to execute this Agreement on behalf of such Party. The Parties further covenant and warrant that they are authorized to enter into this Agreement pursuant to law, including, without limitation, C.R.S. § 31-25-107(9.5).

[Remainder of page intentionally left blank]

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

	The High Plains Library District
	By: Title:
Attest:By:	_
	Town of Erie Urban Renewal Authority, a body corporate and politic of the State of Colorado
Attest:	By: Title:
By:	

Exhibit A

The Property

[Include Legal Description]

HIGH PLAINS LIBRARY DISTRICT BOARD OF TRUSTEES COMMUNICATION

Meeting date: May 20th, 2024

Type of item: Information

Subject: Sale of former Lincoln Park Library Property

Presented by: Dr. Matthew Hortt, HPLD Executive Director

Recommendation: Item for information only, no action to be taken

Background

The former Lincoln Park Library Property was declared surplus property in April of 2023 and placed on the market. HPLD had previously received an offer that expired. The District has received another offer and per Board direction, staff worked with our Legal Counsel and Brooker to draft a contract. Both parties agreed on the terms and signed the contract on May 7th, 2024.

Considerations

- The contract was signed on May 7th, 2024 by both parties
- The purchase price is \$1,000,000
- The contract required \$10,000 in earnest money
- Due diligence has begun
- The contract stipulates a 60-day closing
- Closing is scheduled for July 8th, 2024

Staff Recommendation

Item for information only, no action to be taken



BOARD OF TRUSTEES

Regular Session and Executive Session Agenda Monday, June 17, 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. May 20, 2024 Regular and Executive Session Meeting Minutes
- 1.4 The Good We Do
- 1.5 Public Comment

2.0 ITEMS FOR INFORMATION/ACTION

- 2.1 Annual Comprehensive Financial Report (Action) Natalie Wertz, HPLD Finance Manager, and Alanna Moses, Anderson & Whitney
- 2.2 Board Recruitment (Action) Dr. Matthew Hortt, HPLD Executive Director
- 2.3 Mead and DSS Construction Manager at Risk Contracts (Action) Dr. Matthew Hortt, HPLD Executive Director

- 2.4 HPLD Vision and Values Review (Information) Dr. Matthew Hortt, HPLD Executive Director
- 2.5 Policies Updates (Action) Dr. Matthew Hortt, HPLD Executive Director
 - a. Collection Development Policy
 - b. Archives Policy
 - c. Materials Consideration Policy
- 2.6 Construction Update (Information) Dr. Matthew Hortt, HPLD Executive Director

3.0 DIRECTORS REPORT

- 3.1 Review Draft Agenda Dr. Matthew Hortt, HPLD Executive Director
 - a. July 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

<u>Upcoming meetings:</u>				
July 15, 2024 at 5:00p.m.: HPLD Board of	Directors Meeting - Regular Session			
Erie Community Library, 400 Powers Street	t, Erie, CO 80516			
HPLD Board Secretary/Treasurer	Recording Secretary			
Nick Nakamura Kim Parker				

Associate Director of Public Services

What's Happened in the last 30 days?

- Representative Yadira Caraveo came to the Centennial Park Library to hear about the Seed Library there. Outreach Librarian, Tim Ruth, and Centennial Park Library Manager, Mallory Pillard, did a great job giving her background information on the initiative.
- Design and Construction Manager at Risk interviews were held for the Carbon Valley Library and Farr Library refreshes and firms were chosen.
- Marjorie hosted the Regional Associate Directors at LINC for their quarterly meeting and gave them a tour of the building.
- Marjorie met virtually with representatives from Johnson County Library, Kansas, who
 were impressed with our staffing numbers and wanted to hear more about our data
 collection.

What's Coming Up in the next 30 days?

- The Carbon Valley Library and Farr Library refresh kick-off meeting will be held.
- Several of us will be going up to Grover to see how construction is progressing.
- Continued work on the DSS Expansion, Mead Library, Grover Library.

Carbon Valley Operations

What's Happened in the last 30 days?

- Librarians Lisa Varra and Bridget Parker attended the Mead Community Open House on April 22.
- Library Manager, Melanie Goldman, and Librarians, Diana Grover and Lisa Varra attended the Carbon Valley Chamber of Commerce Annual Awards Dinner on April 26
- Children's Services Librarian, Amanda Pittman, and Outreach Librarian, Lynde McCaleb attended the Town of Firestone School's Outstanding event on April 26.
- The Carbon Valley Refresh Kick Off meeting was on April 30.

What's Coming Up in the next 30 days?

- Teen Librarian Chloe Russell will visit Coal Ridge Middle School to promote the Summer Reading Adventure on May 2.
- Children's Librarians, Bridget Parker and Amanda Pittman will host a booth at the Town
 of Firestone Summer Blast off and Food and Flick on May 23.

Erie Branch Operations

What's Happened in the last 30 days?

- As of this writing, April 29, Erie is on pace to have its busiest month ever. To this point in April we have seen 15,392 patrons come through our doors, a 12 percent increase over this time last year.
- On April 27, the library partnered with the Town of Erie to host the Town's Earth Day celebration which brought 700 people to the event.
- Registration for Erie's 5th Annual Kids Juried Art Show is open on the library events page. It is for kids 3 18 and the theme is Colorado Adventures.

What's Coming Up in the next 30 days?

- Our early literacy fair is May 7th at 9:30. Kids can come and read, write, sing, talk, and play as they learn.
- On May 14th at 4:00 we will host a Bad Art Night program for tweens and teens to attempt to make the worst art they can.
- After watching them grow throughout the month, we will be releasing butterflies on May

Riverside Operational Work

What's Happened in the last 30 days?

- Working with the City of Evans on quotes for replacement of bollards out front.
- Working with IT on continued mobile printing issues and random computers going offline.
- Staff Celebrated National library workers day and National library week!
- Tentative date for ReadCon 2025 is Friday, April 11th.

What's Coming Up in the next 30 days?

SRA preparation

Collections Operational Work

What's Happened in the last 30 days?

- Began receiving materials for Grover Opening Day collection.
- First meeting of Weeding Process Evaluation group.

What's Coming Up in the next 30 days?

- Ordering for Grover continues.
- Finalizing state grant spending in time for June deadline.
- Adding Peterson's Test and Career Prep electronic resource.

CRM Operational Work

What's Happened in the last 30 days?

- NAGC National Association of Government Communicators awarded us 2 marketing awards TDB this fall.
- Summer Reading preparation
- Overdue book media coverage
- Ticket to Exploration planning

What's Coming Up in the next 30 days?

- Summer Reading design and promotion
- LINC 1 year anniversary promotion
- Yesfest planning
- Ticket to Exploration promotion

Facilities Operational Work

What's Happened in the last 30 days?

- Completed work orders incl LINC warranty work orders.
- Completed MOVE vehicle maintenance/inspections/record keeping.
- Attended construction meetings/assistance requests, safety meeting, managers, meeting, vendor and municipalities meetings.
- Completed Kersey Museum IT equipment removals.
- Picked up wind tunnel machine for Erie.
- Completed gardening project for Erie staff.
- Started spring landscaping start-ups all locations.
- Completed wall protection installations in study rooms and children's areas at Erie.
- Completed roof shingle replacement at Erie.
- Complete adjust cleaning and schedules.
- Repaired alarm issues at multiple locations due to phone issues.
- Worked on electrical power issues at LINC.
- Assisted Aaron with innovations storage issues and took over maintenance and repairs of children's equipment at LINC from Dave.
- Purchased PODS for DSS.
- Start-up services for Grover library including equipment and supplies.
- Completed parking lot maintenance projects.
- Started exterior security camara installations all locations.
- · Completed roof maintenance all locations.

What's Coming Up in the next 30 days?

- Complete ongoing work orders.
- Complete the installation of the remaining skylights at Erie.
- Complete MOVE vehicle maintenance/inspections.
- Complete building cleaning all locations including window cleaning.
- Continue innovations and children's equipment maintenance and repairs.
- Continue construction meetings and EC meetings.
- Continued cleaning oversight all locations.
- Complete electrical power issues at LINC

Finance Operational Work

What's Happened in the last 30 days?

- Continued work with auditors
- CPE continuing professional education ColoTrust and PFM public investment seminars.
- Viewed SDA legislative briefings.
- GFOA WPFN mentoring program.
- HPLDF&F finance committee meeting.
- HPLDF&F board meeting.
- HPLD board meetings / executive sessions.

What's Coming Up in the next 30 days?

- Finishing up 2023 audits.
- CPE continuing professional education.
- GFOA WPFN mentoring program.
- Prepare 2025 budget worksheets.

Friends & Foundation Operational Work

What's Happened in the last 30 days?

- Training new team member, Lauren Vanderlinden.
- Opened Volunteer Services Coordinator position.
- Preparation for F&F Board meeting in May.
- Finance Committee Meeting.
- Strategic Planning Committee Meeting.
- Executive Committee Meeting.
- Library Giving Day April 3.
- Raised \$800 gross.
- Opened 2025 Request for Funding Support form.
- Managed funding projects and volunteer program.
- Project Planning: An Afternoon with Friends, Innovation Luncheon.

What's Coming Up in the next 30 days?

- HPLD F&F Work Session and Regular Session 5/6.
- Interviews for Volunteer Services Coordinator position.
- Innovation Luncheon solicitation materials and marketing materials work.
- Continued funding project and volunteer program work.

Human Resources Operational Work

What's Happened in the last 30 days?

- Total Employees- 297*
 - *ADP Employee Count report produced at time of submitting the Board report.
- Open Positions 8
- Job Applications Received 168
- New Hires 6
- Resignations 2
- Training Requests 41

What's Coming Up in the next 30 days?

• Employee Navigator (Benefits Information System) integration with ADP

Information Technology & Innovation Operational Work

What's Happened in the last 30 days?

- Farr refresh of equipment
- AV training (current state)
- Video wall turnover to CRM
- Display draft
- Support of Strategic Plan construction projects
- Onboarding draft build
- Sunset prior events and spaces platform
- HB21-1110 concept drafts and review
- Catholic Charities equipment refresh\redeploy

What's Coming Up in the next 30 days?

- Copier refresh locations in queue
- HB21-1110 concept drafts and review
- Ft Lupton live on Spaces.
- EC community spaces finalize access based on direction
- Next phase refresh planning
- Eaton remodel support
- Eaton mondo computer upgrade
- Vending unit support and test (connectivity)
- Strategic plan support
 - Markups Administration remodel
 - Markups Mead
 - Schedule\setup work for Grover to get underway

Community Engagement & Strategies Operational Work

What's Happened in the last 30 days?

- Acts of Connection Presentation to the City of Fort Lupton: The presentation was
 cancelled when the Healthy Mind and Spirit workgroup was informed that the City was no
 longer planning to hold a meeting on April 30th. A representative of the workgroup is
 working with the City to determine whether they would like a presentation on a different
 date.
- Measuring Outreach Better Article: The project team has not heard from the Journal of Collaborative Librarianship at this time. However, the Institute of Museum and Library Services (IMLS) expressed interest in learning more when the State Library shared information about the project. There will be an in-person meeting with an IMLS representative on June 18th.
- The IMLS is a federal agency which administers discretionary federal programs as authorized by Chapter 72 of Title 20 of the U.S. Code. It supplies significant funding to Colorado through its Grants to States program which is administered by the Colorado State Library.

What's Coming Up in the next 30 days?

- Utah Library Association/Mountain Plains Library Association Conference: On May 10th, Elena Rosenfeld will be co-presenting on the value of partnerships with other organizations along with Aims Community College's Carol Satersmoen and University of Northern Colorado's Annie Epperson.
- United Way of Weld County's Community Leaders Luncheon: UWWC will be hosting their annual leadership luncheon on Wednesday, May 15th. Elena Rosenfeld will be attending the event.
- Colorado Legislation: In addition to monitoring various legislative efforts to fund workforce development, we will be tracking decisions about bills impacting library services, and those protecting youth in a digital environment.

SERVICES

Service - Materials Sharing

What's Happened in the last 30 days?

- Started brainstorming impact measures for the Materials Sharing service.
- Decided on loan rules for Outreach materials.

What's Coming Up in the next 30 days?

Continued work on staff requests.

Service - Personalized Services

What's Happened in the last 30 days?

- The committee, formerly known as the "Technology Instruction Committee", has been
 restructured and renamed the "Technology and Learning Committee." This change
 reflects its new focus of not only supporting technology instruction, but all instructional
 programming. The committee is working to provide a framework for instructional
 program planning to assist our district programmers.
- BAL Form Updated in both English and Spanish.
- Group is working on updating the TLC manual.
- Working with CRM to brainstorm ways to advertise Technology classes Social media, newsletter, etc.
- Personalized service representatives met and went over the MHP service web page that Barb is working on. Focused on SOP for Personalized reading list.

What's Coming Up in the next 30 days?

- Personalized service meeting
- Looking at SOP for other personalized service areas BAL, Proctoring

Service - Programming What's Happened in the last 30 days?

Date	Title	Attendance	Location
04/03/2024	Farm Animals at the Library	225	Centennial Park Library
04/03/2024	Extraordinary Eclipse	200	Centennial Park Library
04/17/2024	Taylor Swift Celebration!	200	LINC Library Innovation Center
04/19/2024	LINC's Earth Day Celebration	170	LINC Library Innovation Center
04/03/2024	School's Out/Picnic In the Park	160	Carbon Valley Regional Library
04/17/2024	Greeley Zine Fest	93	LINC Library Innovation Center
04/18/2024	LINC's Family Fun Saturdays - Earth Day Crafts	77	LINC Library Innovation Center
04/09/2024	Family Storytime	66	Erie Community Library

Quarterly Impact Assessment



Quarter 1 Report: January - March 2024
Notes: Moved to new Events and Spaces Reservation System Q1

otes: Moved to new Events and Spaces Reservation System Q1 LINC - Opened May of 2023
*data does not include member activity except for Specialty Checkouts as services may differ or data is not centrally recorded

Service	Current Quarter (Q1) 2024	Previous Quarter (Q4) 2023	Change from Previous Quarter	Same Quarter Previous Year	%Change from Previous Year	Data Confidence
Borrower Activity: Number of patrons using services (average per month)	31,023	28,814	8%	27,359	13%	High
Materials Sharing: Physical Materials	295,283	295,089	0%	283,190	4%	High
Materials Sharing: eMaterials	102,616	93,539	10%	91,837	12%	High
Public Technology - Computers: Total Hours Used	23,084	23,485	-2%	22,221	4%	High
Public Technology - Printing: Number of print jobs	85,632	70,506	21%	80,068	7%	High
Public Technology - Copying: Number of copy jobs	30,342	24,594	23%	26,652	14%	High
Public Technology - Mobile Printing: Number of print jobs	8,269	4,981	66%	5,343	55%	High
Programming: # of Programs (does not include Outreach)	1,151	1,152	0%	892	29%	Mid
Programming: # of Attendees (does not include Outreach)	15,934	18,520	-14%	13,214	20%	Mid
Specialty Checkout: Branches	177	162	9%	201	-12%	High
Specialty Checkout: Members	24	77	-68%	44	-45%	High
Community Spaces: Gate Count	246,210	206,194	19%	198,920	24%	Low
Meeting Room: # of Reservations	3,429	2,591	32%	1,675	105%	High
Personalized Services: Book a Librarian (BAL)	363	281	29%	334	9%	Mid
Personalized Services: Personalized Reading Lists (PRL)	17	17	0%	12	41%	High
Personalized Services: Proctoring	11	9	22%	15	-27%	High
Life Accelerator: # of reservations	1,250	1,019	23%	n/a	n/a	High