



BOARD OF TRUSTEES

Regular Session Agenda

Monday, May 19, 2025

5:00 p.m.

**Fort Lupton Public and School Library
370 S. Rollie Street, Fort Lupton, CO 80621**

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

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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. April 21, 2025 Regular Session Meeting Minutes
- 1.4 The Good We Do
- 1.5 Public Comment

2.0 ITEMS FOR INFORMATION/ACTION

- 2.1 RFP for Workforce Development Unit (Action) - Dr. Matthew Hortt, HPLD Executive Director
- 2.2 Letter of Support for IMLS (Action) - Dr. Matthew Hortt, HPLD Executive Director
- 2.3 Policy Updates (Action) - Dr. Matthew Hortt, HPLD Executive Director
 - a. Operating Principles for Staff
- 2.4 Strategic Plan Update (Action) - Dr. Matthew Hortt, HPLD Executive Director
 - a. Construction Updates

3.0 DIRECTORS REPORT

- 3.1 Review Draft Agenda – Dr. Matthew Hortt, HPLD Executive Director
 - a. June 16, 2025 RS
- 3.2 District Updates – Dr. Matthew Hortt, HPLD Executive Director

4.0 BOARD COMMENTS

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

5.0 ADJOURNMENT

Upcoming meetings:

June 16, 2025 at 5:00p.m.: HPLD Board of Directors Meeting - Regular Session
LINC Library Innovation Center, 501 8th Ave, Greeley, CO 80631



BOARD OF TRUSTEES
Draft - Regular Session Minutes
Monday, April 21, 2025
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 Trustees were Present unless noted:

Chair Nick Nakamura
Vice-Chair Joyce Smock
Secretary/Treasurer Deana Lemos-Garcia
Trustee Jenna Evans
Trustee Gerri Holton
Trustee Michael Wailes attended virtually
Trustee Lisa Taylor

Quorum was established.

Also Attending were:

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

Chair Nakamura read the following statements 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.

At HPLD, we ASPIRE to help build community and be a valued community resource.

1.2 Approval of Agenda

MOTION to approve the agenda: Vice-Chair Joyce Smock

SECOND: Secretary/Treasurer Deana Lemos-Garcia

DISCUSSION: None

VOTE: 6:0

1.3 Approval of Consent Agenda

March 17, 2025 Regular and Executive Sessions Meeting Minutes

MOTION to approve the consent agenda: Trustee Jenna Evans

SECOND: Trustee Gerri Holton

DISCUSSION: None

VOTE: 5:0, with 1 abstention

1.4 The Good We Do

Dr. Matthew Horts presented a letter that the HPLD Friends & Foundation received from a patron, touting why the libraries are so important in our community. Their story came from their experience with a Ti Chi class that they took at the library, and the personal growth and change that came from it. Because of the class and a recommended book, they said they are a changed person. The person also expressed gratitude for the sense of community and the wide range of offerings that the libraries offer.

1.5 Public Comment

No public comment

2.0 ITEMS FOR INFORMATION/ACTION

2.1 IMLS Funding Impact (Information) - Dr. Matthew Horts, HPLD Executive Director

As was discussed in the March Board Meeting, a Federal Executive Order directed the elimination of federal funding for IMLS; however, since that time, changes have been made and the federal funds are to remain in place until August or September. For Colorado, the funding, which totals around \$3,200,000, goes to the Colorado State Library (CSL). The State of Colorado matches that, adding another \$3,200,000 to the CSL.

The CSL put together a one-page information sheet, included in the [Board Packet](#), that summarizes what could be affected if the national funding would end in the fall. Rural libraries will be impacted the most. Dr. Horts added that HPLD will probably not see much impact. He also shared that HPLD and other districts/libraries expressed that they **would** forego their portion of the state distribution to allow it to go to the smaller libraries that rely on it. The Board said that the fact that HPLD and others are willing to forego funds in order to allow them to support small libraries shows solidarity for all libraries.

Members of the Board asked what they can do, individually and/or as a group, and Dr. Horts recommended communicating individually with their legislators, if they so desire. He also shared that he's confident that the communication will be considered favorably, because while in Washington D.C. recently, he met with Congressman Evans, who was supportive of the IMLS and workforce development. After discussion, Trustees asked that staff draft a letter from the Board.

MOTION for staff to draft a letter to state and federal House and Senate Representatives in support of library services: Trustee Gerri Holton

SECOND: Trustee Lisa Taylor

DISCUSSION: None

VOTE: 6:0

Staff will draft the letter and present it to the Board at next month's meeting.

2.2 PLAR Update (Information) - Dr. Matthew Horts, HPLD Executive Director

The Public Library Annual Report (PLAR) is an extensive report that covers a lot of topics, and libraries complete it each year. Dr. Horts shared HPLD general trends from 2023-2024. The District saw an increase in users, annual visits, circulation numbers, InterLibrary Loans, public technology, programming, children's programming and Summer Reading, and more. Summary statistics can be found [here](#).

For Information only – No action is needed

2.3 Policy Updates (Action) - Dr. Matthew Horts, HPLD Executive Director

a. Service Delivery policy

Staff cleaned up the policy by unifying public services and removing duplicate and outdated points. They also removed procedures that are listed in HPLD's Procedure Manual.

b. Posting and Distribution policy

The Posting policy addresses what can and cannot be added to the bulletin boards in HPLD's public areas. The changes being proposed were grammatical and verbiage improvements, along with the addition of a sentence that spells out what constitutes inappropriate materials and is therefore not acceptable.

MOTION to approve the Policy Updates as presented: Trustee Lisa Taylor

SECOND: Secretary/Treasurer Deana Lemos-Garcia

DISCUSSION: None

VOTE: 6:0

2.4 Construction Updates (Information) - Dr. Matthew Hortt, HPLD Executive Director

Staff received notification of approval of the building permit for the DSS Administration building, and the interior demolition has begun on the existing space. Grading for the addition will start soon.

The Mead concerns have been worked through, and the original site plat was approved. There was public comment at the planning commission meeting, and there was some concern about the building being too small. The building was designed to be expandable, so that will be an option if and when it is needed. It is anticipated that a permit should be approved on May 12th.

The remodel at the Carbon Valley Regional Library is going well, with construction continuing. The initial punch walk took place on April 18th.

The remodel at the Farr Regional Library is mostly complete, with only a few punch list items remaining to be done.

For Information only – No action is needed

3.0 DIRECTORS REPORT

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

a. May 19, 2025 RS at the Fort Lupton Public and School Library

Per this meeting's discussion, staff will add an action item to discuss the letter for legislators about the IMLS funding.

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

All Staff Day:

Staff put together an executive summary from feedback that was received after All Staff Day. The event's learning goals were to (1) hear about the District's Mission, Vision and Values (MVV), and (2) to hear HPLD's three continuous improvement questions, which are *How are we doing?*, *Can we do better?*, and *How do we know?*. In a post-event survey, 93% of employees responded that they had heard the MVVs and 83% said they had heard the continuous improvement questions during Staff Day. Staff received more feedback data, and are compiling the information in a report that will be shared with the Board.

ReadCon was held on April 11th at LINC. The event hosted presentations and a panel discussion, and there were well over 100 people in attendance.

The District helped host the *In the Game Conference* at LINC. It was presented by *Downtown Colorado, Inc*, and all the downtown authorities in the state came to Greeley. Part of the feedback was that they enjoyed and loved the LINC facility.

It was recently National Library Week, and the District received proclamations from the City of Greeley and Town of Mead.

The District has a new Sublimation Printer in the LINV Makerspace that patrons can now use.

DSS staff and the Outreach vehicles are all in place now while the DSS remodel and expansion are being done.

4.0 BOARD COMMENTS

- 4.1 Chair Nakamura thanked Matt and staff for keeping the meetings short.
- 4.2 Vice-Chair Smock is glad that the construction is going, after being up and down for so long. It's good to have structure.
- 4.3 Secretary/Treasurer Lemos-Garcia attended HPLD's *Selena* event at LINC, and it was a great event and drew a good crowd. She was not able to attend Readcon, but read two of the three books that the Board was gifted with last meeting, and they were great. Also, she has a non-profit, and they took headshot photos in the LINC studio. Joshua was very friendly and hosted it very well, and she appreciates the photos that came from it.
- 4.4 Other Board Members
- Trustee Evans was glad that construction was taking place and that the Mead library will be able to expand in size. Also, kudos to the LINC staff for the great job they are doing with everything.
- Trustee Holton thanked staff for the books that were gifted to Trustees last month. She also was not able to attend Readcon, but is enjoying the books very much. She is looking forward to everyone going to the Fort Lupton Library next month, and shared how their makerspace has expanded services.
- Trustee Taylor appreciates the construction that is taking place and the hard work of the staff. She was not surprised to hear that LINC was a highlight, and added that LINC and Weld Works is how we say, "Come to Northern Colorado." People are always blown away, and the Colorado Workforce Development state-wide conference came to LINC and were equally wowed. We have such a treasure here. She also really appreciates what staff are doing, both on stage and off stage, when she hears about all the programs and sees through PLAR all that is being done. Finally, she gave a shoutout to Dr. Hortt for all he does behind the scenes.
- Trustee Wailes appreciated being able to attend virtually and looks forward to visiting Ft Lupton at next month's meeting.

5.0 ADJOURNMENT AT 6:01PM:

There being no further business,

MOTION to adjourn the meeting: Trustee Gerri Holton

SECOND: Vice-Chair Joyce Smock

DISCUSSION: None

VOTE: 6:0

Upcoming meetings:

May 19, 2025, 5:00p.m.: HPLD Board of Directors Meeting - Regular Session

Fort Lupton Public and School Library, 370 S. Rollie Avenue, Fort Lupton, CO 80621

HIGH PLAINS LIBRARY DISTRICT

BOARD OF TRUSTEES COMMUNICATION

Meeting date: May 19 th , 2025
Type of item: Action
Subject: RFP for Workforce Development Unit
Presented by: Dr. Matthew Horts, HPLD Executive Director
Recommendation: Staff recommend that the Board approve and release RFP

Background

Since 2022, the High Plains Library District has been working in partnership with Employment Services of Weld County to develop a mobile workforce unit that will bring library and employment services and resources to the district. In January 2025, the Weld Trust approved \$803,804 to fund the project and unit. Since that time, staff have developed a Request for Proposal (RFP) for the mobile unit. Per policy, the Board must approve the release of an RFP.

Considerations

Proposed RFP Timeline

- May 20, 2025 RFP Released
- June 10, 2025 Pre-proposal Conference 2:00 p.m. 501 8th Ave, LINC
- June 23, 2025 Proposals due
- June 25-27, 2025 Presentation to Evaluation Committee at HPLD
- July 21, 2025 Board Approval and Awarding of RFP
- July 28, 2025 Proposed date for contract to begin

Recommendation

Staff recommend that the Board approve and release RFP

High Plains Library District
Administration

REQUEST FOR PROPOSAL
Mobile Workforce
Development Unit

May 20, 2025



2650 West 29th Street

GREELEY, COLORADO 80631

**HIGH PLAINS LIBRARY DISTRICT
REQUEST FOR PROPOSAL
MOBILE WORKFORCE
DEVELOPMENT VEHICLE**

The High Plains Library District (HPLD) is requesting proposals from vehicle manufacturers for the manufacturing of a Mobile Workforce Development Vehicle as described in the attached specifications.

An electronic copy should be mailed to kparker@highplains.us. Any information received after the above time and day will not be considered for award purposes.

All questions regarding this request for proposal should be directed to Kim Parker, Executive Assistant, at (970) 506-8569 or kparker@highplains.us.

The HPLD reserves the right to reject any and all proposals, to waive any non-material irregularities of informalities in any Request for Proposal, and to accept or reject any item or combination of items, in selecting the proposal deemed most advantageous to the HPLD.

No proposals shall be handled so as to permit disclosure of the identity of any offer or the contents of any proposal to competing offer or during the process of negotiation. A register of proposals shall be prepared containing the name of each and a description sufficient to identify the item offered.

HIGH PLAINS LIBRARY DISTRICT,

Matthew Hortt
Executive Director

HIGH PLAINS LIBRARY DISTRICT
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REQUEST FOR PROPOSAL (RFP)
MOBILE WORKFORCE DEVELOPMENT VEHICLE FOR THE HIGH PLAINS
LIBRARY DISTRICT

I. INTRODUCTION

A. General Information

The High Plains Library District (HPLD) is considered to be a "Library District" established through Colorado State Statute (C.R.S. 24-90-110) and governed by the Colorado Library Law, Article 90 of Title 24, Colorado Revised Statutes, as amended (the "Act"). The HPLD was established on September 11, 1985 by the Weld County Board of County Commissioners, the city councils of Ault, Eaton, Evans, Fort Lupton, Greeley, and Hudson and the Governing Board of Fort Lupton School District No. RE-8. The District is fiscally, managerially, and operationally an independent political subdivision of the State of Colorado.

B. Proposal Calendar

May 20, 2025	RFP Released
June 10, 2025	Pre-proposal Conference 2:00 p.m. 501 8 th Ave, LINC . If unable to attend in person, please inform Kim Parker and a virtual call in option will be provided.
June 23, 2025	Proposals due. Sealed proposals may be submitted to include at least one hard copy with signatures and electronically to the High Plains Library District Attn: Executive Assistant, 2650 West 29 th Street, Greeley, Colorado 80631 or kparker@highplains.us by 4:00 p.m. Proposal to include separate cost for graphics to be applied to exterior of vehicle. The proposal must be signed by an official of the Company, authorized to bind the company; conditions must be firm for a period of at least ninety (90) days from the date of receipt.
June 25-27, 2025	Presentation to Evaluation Committee at High Plains Library District.
July 21, 2025	Evaluation will be completed. Evaluation committee to notify selected company. Contract will be sent to the selected company.
July 28, 2025	Contract begins.

The time period from July 21, 2025 through July 28, 2025, will be utilized for the preparation of any changes for the new contract.

C. **Evaluation of Proposals and Negotiations**

All proposals submitted will be reviewed by an evaluation committee consisting of the HPLD Administration staff and community members to include at least one HPLD Board of Trustees member. At the completion of the proposal review, the committee may elect to invite selected Vendors to provide further information concerning their proposal, up to and including presentations/demonstrations in the HPLD offices at no cost to the HPLD. The HPLD may request **best and final** offers. Based on the presentation and best and final offers, if requested, the committee will select the proposal which best fulfills the HPLD's requirements. The HPLD will negotiate with that company to determine final pricing, and contract form. There will be no public opening and reading of proposals. Overall responsiveness to the Request for Proposal is an important factor in the evaluation process. Proposals will be evaluated on the basis of:

- Ability to provide evolving technologies, products and services
- Reliability and quality of customer service
- Overall cost
- Quality of references
- Financial strength and capitalization

D. **Terms and Conditions**

1. **Single Agreement**
The intent of this RFP is to select one company to provide a Unit to HPLD.
2. **Contact Persons and Questions**
Submit questions via email or in writing Kim Parker, Executive Assistant (970) 506-8569 or kparker@highplains.us 2650 West 29th Street, Greeley, CO 80631.
3. **Execution of Agreement**
If the selected company does not execute an agreement within ten (10) days of offer by the HPLD, the HPLD may give notice to the company of the HPLD's intent to select the next most qualified proposing company or call for new proposals, whichever the HPLD deems most appropriate.
4. **Proposal Forms**
Please follow the checklist order provided in Attachment A when responding to Roman Numerals II, III, and IV. If a service requirement cannot be met by a proposer, then the term "no proposal" should be entered on the proposal form. In case of a "no proposal" response, the proposer may offer an equivalent alternative feature. It will be the HPLD's decision as to whether the alternative feature would meet the needs of the HPLD and if it is an acceptable alternative.
5. **Confidentiality**
Contents of the proposals will remain confidential until the contract is awarded. At that time, the contents will be made public; except for any

portion of a proposal which has been clearly marked as a trade secret or proprietary data (the entire proposal may not be so marked).

6. Contract Period

The HPLD will ask for a contract that will cover not only the manufacturing period but the warranty period as well. The contract will become effective May 2, 2018.

7. The Right to Reject Proposals

The HPLD reserves the right to reject any and all bids, to waive any irregularities for informality in any proposal or the proposal process, and to accept or reject any item or combination of items.

8. Amendments to the Agreement

Parties reserve the right to make amendments or modifications to the agreement signed by both parties. No amendment shall be effective unless signed by both the company representative authorized to bind the company and the HPLD's authorized representative.

*** PLEASE UTILIZE THE CHECKLIST IN ATTACHMENT A TO ANSWER QUESTIONS THROUGHOUT THIS RFP.**

II. **SCOPE**

The HPLD is looking for a vendor to completely furnish a unit that upon delivery is ready to perform the services stated below:

- Be on the road up to 7 days/week year-round including daytime and evenings
- Provide safe, comfortable driver and passenger areas with doors
- Driven on everything from dirt roads to highways, in extreme weather conditions
- Provide adequate space and height in unit for a library collection that can serve all ages, computer usage, programming, and two workstations for staff.
- Designed to meet program needs and be durable, attractive, functional, and comfortable
- Outfitted with all safety and navigation features
- Conform to the best industry standards required
- Diesel fuel or alternative fuels are preferred
- Compliant with ADA laws
- Power steering
- Automatic transmission
- Include sufficient roof ventilation and heating to maintain a comfortable temperature year-round in unit
- At least a 25' shoreline with storage space
- Be insulated on sidewalls, roof and underbody
- Include lighting and electrical outlets to provide access to electricity from all areas of the vehicle (120V circuits in compliance with national electric codes, within unit)
- The design shall incorporate flexible components to accommodate future changes in services provided by the library through the unit

- The **HPLD** is interested in considering innovative changes to mobile services. Please include options that meet the PURPOSE and FUNCTIONS as described below that might not meet the traditional definitions of unit construction.
- **Any vehicle proposed shall not require a Commercial Driver's License (CDL) to operate as determined by the State of Colorado. The Unit shall meet all current applicable Federal Motor Vehicle Safety Standards and State requirements.**

III. PURPOSE

- A.** The vehicle will deliver COMPREHENSIVE library services to rural and suburban areas.
- Including, but not limited to, programs, materials of all formats and access to computers to use
 - Space can be easily changed from focusing on delivering materials to providing workspace for classes.
 - We anticipate that 10-15% of space should be physical materials, 75% for classes or programs, and 10-15% for mobility (negotiable based on ADA limitations).
 - Promote career and workforce development services of Weld County and HPLD
- B.** Functions that will take place in the unit are:
- Staff use of computers to access patron and catalog files, e-mail, check in or out materials, respond to reference questions, conduct classes and provide individual assistance
 - Patrons will participate in programming, and use computers for downloading materials, accessing websites and online resources, and participate in hands on learning opportunities.

IV. FEATURES

CATEGORY	ITEM	MUST HAVE	OPTIONAL
Mechanical	Overall length maximum 30 feet.; Exterior width maximum 10 feet (including mirrors); Height including roof mounted air conditioners maximum 13 feet.; Wheelbase to meet manufacturer's recommendation for a 30' vehicle; High headroom, Headroom minimum 78 in.	X	
Mechanical	Chassis Type: Freightliner body chassis or equivalent chassis that would support unit service model	X	
Mechanical	Air Cleaner: Dry type.	X	
Mechanical	Air Conditioner: 2 Interior mounted	X	
Mechanical	Alternator: 240 amps, 12 volts, HD alternator	X	
Mechanical	Battery: 12V, maintenance free, 100 amp hours.	X	
Mechanical	Brakes: Fourwheel Disc, power hydraulic,	X	

	self-adjusting with vented front discs, four wheel anti-lock braking system (ABS) or equivalent. Provide emergency brake.		
Mechanical	Controls: All standard controls and panel lights	X	
Mechanical	Drive line: guard shall be provided	X	
Mechanical	Engine: Cummins ISB 6.7-'13, 200-280 HP diesel engine or equivalent.	X	
Mechanical	Engine Hood: One piece hood which opens for access to engine oil and transmission oil check or equivalent.	X	
Mechanical	Exhaust Systems both ecofriendly and safe	X	
Mechanical	Fuel Tank: Minimum 60-gallon, with easy refueling access.	X	
Mechanical	Heater and Defrosters: High output hot front and rear window defrosters.	X	
Mechanical	Horns	X	
Mechanical	Instruments: all standard instrument lights	X	
Mechanical	Cruise Control	X	
Mechanical	Heat and AC controls on dash. Outside temperature gauge displayed on dash.	X	
Mechanical	Oil filter	X	
Mechanical	Power Steering	X	
Mechanical	Radio, with USB ports.		X
Mechanical	Navigation system. Factory installed.		X
Mechanical	Shocks: Front and rear heavy duty.	X	
Mechanical	Suspension Front and Rear: heavy duty.	X	
Mechanical	Tires: Total of 7 all-weather, heavy-duty	X	
Mechanical	Transmission: 5 speed automatic, or equivalent.	X	
Mechanical	Wheels: Total of 7 - 225 in. Disc, hub-piloted steel wheels. Standard painted steel or alloy wheels. Spare wheel shall be provided.	X	
Mechanical	Windshield: one piece windshield safety plate. Tinted.	X	
Mechanical	Wipers: Dual 2-speed electric, with washer and intermittent feature. Front winers are rain detecting type.	X	
Body	Doors: Minimum two same-side light weight entrance doors, electric operated, wheelchair lift door and power lift. Provide manual emergency release and dash mounted and dash mounted switches. Provide a stepwell for lower entry surface.	X	
Body	Floor: Metal pan to seal from roadside. In	X	

	addition, add 3/4" Luaun plywood to act as a subfloor.		
Body	Handrails: Vertical handrails at both sides of stepwell. To be of stainless steel, minimum 1.25 in. diameter, with radius corners, solidly mounted.	X	
Body	Insulation: Radiant Shield brand on walls and ceiling. Rated at minimum R38.	X	
Body	Lights: 12V basic body, interior dome, stepwell, stop and tail, backup, directional, emergency flashers, parking lights, LED headlamps. Exterior mounted, rear wall center high mounted stop light.	X	
Body	Mirrors: Two deluxe exterior mirrors. remote controlled and heated.	X	
Body	Mud flaps: Properly sized for rear dual tires.	X	
Body	Reflectors: All necessary.	X	
Body	Seals: Body panels to be assembled with epoxy and silicon sealants, windows to be set in rubber, doors to have rubber seals.	X	
Body	Storage: Storage needed for personal items such as purses, lunch boxes, jackets. Also need storage for documents such as insurance. Front cup holders for driver and passenger.	X	
Body	Sun Visors: Driver and passenger.	X	
Body	Undercoating and rust proofing: Body floor, skirt and wheel housing are to be undercoated after assembly.	X	
Body	Ventilation: Fresh air through chassis heater system.	X	
Body	Wheel housings: Shall be properly sealed and insulated.	X	
Body	Windows: All windows (glass) shall be tinted. Full length glass in optional full height patron doors. All windows shall have null down shades.	X	
Electrical	All wiring shall meet or exceed N.E.C. or applicable FMVSS standards. Interior Wiring 12 VOLT - Wiring shall be THHN stranded, bundled, and color coded. UL listed circuit breakers. Each circuit shall be independently protected. Interior Wiring 120/240 VOLT - Interior wiring shall be 120/240 volt and sufficient to supply all electrical services and HVAC requirements. Wiring shall be	X	

	THHN stranded, bundled, color coded, and numbered. All circuits are to be controlled by UL listed circuit breakers. Each circuit shall be independently protected.		
Electrical	Electrical grounded outlets both internal and external (preferable high mounts out of reach of children).	X	
Electrical	Each electrical outlet shall include USB ports for device charging.		X
Electrical	Shoreline- minimum 25ft. Located in a locking compartment on the passenger side.	X	
Electrical	Diesel Generator: Capable of handling load of on-board equipment and lights. Insulated for noise reduction and stored in a locking roll-out compartment.	X	
Electrical	Roof mounted solar panel system to provide auxiliary battery recharging. System shall include: <ul style="list-style-type: none"> • One (1) 132-watt solar panel, mounted to the roof. • Charge controller. Monitor shall be mounted near the staff desk. • Utilizing a CB combiner box mounted on the roof to provide a weatherproof entry point. • A 100-22 wire harness. 	X	
Electrical	Minimum of five (5) 12VDC receptacles shall be installed for technology power. Needed for two staff workstations plus computer stations for patrons consisting of six to ten	X	
Hardware	Hardware: All necessary door locks, handrails, door closers, hold backs, and hinges will be furnished to provide smooth, efficient operation.	X	
Internal	Ceiling: Ceiling to be finished with a lightweight substrate material overlaid with one continuous piece of non-glare, pebble grain, white textured fiberglass. Kemlite or Sequentia brand FRP board .090 thickness. Must meet ASTM E-84 rating,	X	
Internal	Floor Covering: Commercial grade carpet Five-year wear-dated minimum.	X	
Internal	Lighting: Ceiling lighting to allow		

	comfortable use of unit by patrons and staff; stepwell light wired to operate in conjunction with the condition of the door and have an on/off switch mounted in the dash; lighting in cab area; and outside lighting sufficient to illuminate graphics and lettering.	X	
Internal	Storage: Internal storage closet provided for microwave and mini refrigerator.	X	
Internal	Paneling: Wall finishes shall be commercial grade over lightweight substrate material.	X	
Internal	Two adjustable workstations to accommodate standing, sitting, and a variety of heights.	X	
Internal	Safety: Dual front air bags, back up alarm, front fog/driving lights, triangle reflector set, 51b. A.B.C. fire extinguisher, ceiling mounted smoke and carbon monoxide detectors. Rear back up camera with monitor. Rear back up sonar detector.	X	
Internal	Seating: Driver and passenger seats shall be bucket type, ergonomical, shall met safety requirements, and must meet FMVSS302 flammability standards.	X	
Internal	Seating: 2 nd passenger seat	X	
Internal	Shelving: Adjustable shelving suitable to hold a wide and varied collection of materials.	X	
Internal	Sound-proofed isolation area		X
Internal	Areas for TVs or Mondo Computer to be mounted within	X	
Other	Painting and Lettering: Cab and body in OEM White.	X	
Other	Vehicle shall have a "moderate" level of brightly colored vinyl graphics package in addition to the library selected single color OEM base paint. Quoted pricing shall include development, printing and installation of this graphics package. The wording must contain High Plains Library District Logo.	X	

Other	Awning - on passenger side, electric with handheld controller, interior mounted switch, and manual override system. Awning should be self-retracting in high winds. Awning shall be long enough to cover all doors on passenger side.		X
Other	Internal and Exterior Screen: with blocking and protecting for presentations and PowerPoints on passenger side		X
Other	Mounting anchor points for transportation of toolboxes and specialty hardware.	X	
Other	Private, enclosed, meeting space		X
Required	Transmission: 36 months/36,000 miles limited warranty as specified by manufacturer.	X	
Required	Body: 60 months/100,000 miles limited warranty as specified by manufacturer.	X	
Required	Roadside Assistance: 36 months/36,000 miles.	X	
Required	Upfitting and Conversion: One (1) Year/Unlimited miles.	X	
Required	Air Conditioning: Minimum (2) years, limited warranty, as specified by the manufacturer.	X	
Required	Other Components: Other components such as tires, batteries, etc., as specified by the manufacturer.	X	
Required	Delivery shall be made by vendor-trained & authorized driver/trainer.	X	
Required	Vehicle Lifetime: Vendor shall officially state the design lifetime of vehicle with the proposal. This is the amount of time from date of delivery, which the HPLD can reasonably expect the vehicle, w/ routine maintenance, to perform for the community before replacement is required. (Warranties and types should be included at the time of proposal).	X	
Required	Manuals & Documentation shall be provided with the vehicle at the time of delivery. Two technical service manual sets for chassis, body, and each component installed. Vendor shall include all manufacture updates for the first two years of service. Two visual parts books	X	

	<p>or two CD or DVD sets if books or printed material are not available for the body, chassis, and generator. Two complete sets of conversion electrical schematics "as delivered". Most electrical schematics shall be provided to the HPLD for review prior to schedule of delivery of vehicle. Three complete key sets (ignition & doors, auxiliary locks, compartments, fuel). Two complete dimensional layout drawing of interior front, rear and both sides.</p>		
Required	<p>The HPLD will make inspection visit during the construction or conversion to help ensure specification compliance and trouble-free delivery. Two HPLD employees will inspect the equipment/vehicle at the vendor's place of business once, before delivery for workmanship, appearance, proper functioning of all equipment and systems, and conformance to all other requirements of the specification. If deficiencies are detected, the vehicle will be rejected and the vendor will be required to make the necessary repairs, adjustments, or replacements. The cost of the trip for two HPLD employees will be the responsibility of the vendor.</p>	X	
Required	<p>WI-FI/Connectivity DEW will provide router (Cradlepoint). Provide a "5 in 1" antenna and modem shall also be provided. All pre-wiring will be done during the construction process. Pre-wiring will include:</p> <ul style="list-style-type: none"> • One (1) CAT 6 outlets and wiring at each desk that will terminate to a 12-Port Patch Panel in a server cabinet according to final floorplan. • One (1) I/O panel on the outside of the trailer with 4 Cat 6 outlets wired to the server cabinet. • CAT5e outlet for printing– Agency to decide the location. <p>DEW will supply the following IT equipment: 1Router, 10 CPUs, and a minimum of one printer</p>	X	

V. WARRANTIES

- The COMPLETE unit, without limitation, will be guaranteed against defects in material and workmanship for a term not less than twelve (12) months, or the Manufacturer's standard warranty, whichever is longer.
- Warranty details must be submitted with bid.

VI. QUALITY CONTROL

- Vendor must have produced and delivered a minimum of three similarly equipped vehicles
- Vendor will supply references from customers who have purchased and use a similar vehicle for at least 4 years
- Vendor to be in business for at least 5 years
- Vendor to list all warranties included
- Receive regular progress reports either visual or written on the construction of the vehicle on an agreed upon schedule by buyer and vendor
- If innovative ideas have been proposed, please explain how similar equipment is already in use on other vehicles or a statement clarifying the level of risk of failure.

VII. SUBMITTALS

Along with the proposal, please submit a full design drawing package that includes the floor plan, left and right elevations indicating specific dimensions, wire ways, and all other interior features; exterior side views showing door locations, windows, under floor equipment and storage locations. Separate cost for graphics to be applied to the exterior of the vehicle.

VIII. DELIVERY

To be made by company employee who will make any minor adjustments to the vehicle as well as explain complete operation and routine maintenance requirements. Please state estimated date and **time** of delivery.

ATTACHMENT A - FEATURES CHECK LIST

Answered

D II. SCOPE

The HPLD is looking for a vendor to completely furnish a unit that upon delivery is ready to perform the services stated below:

- ☐ Be on the road up to 7 days/week year-round including daytime and evenings
- ☐ Provide safe, comfortable driver and passenger areas with doors
- ☐ Driven on everything from dirt roads to highways, in extreme weather conditions
- ☐ Provide adequate space and height in unit for a library collection that can serve all ages, computer usage, programming, and two workstations for staff.
- ☐ Designed to meet program needs and be durable, attractive, functional and comfortable
- ☐ Outfitted with all safety and navigation features
- ☐ Conform to the best industry standards required
- ☐ Diesel fuel or alternative fuels are preferred
- ☐ Be ADA compatible
- ☐ Power steering
- ☐ Automatic transmission
- ☐ Include sufficient roof ventilation and heating to maintain a comfortable temperature year-round in the unit
- ☐ At least a 25' shoreline with storage space
- ☐ Be insulated on sidewalls, roof and underbody
- ☐ Include lighting and electrical outlets to provide access to electricity from all areas of the vehicle (120V circuits in compliance with national electric codes, within unit)
- ☐ The design shall incorporate flexible components to accommodate future changes in services provided by the library through the unit
- ☐ The HPLD is interested in considering innovative changes to mobile services. Please include options that meet the PURPOSE and FUNCTIONS as described below that might not meet the traditional definitions of unit construction.
- ☐ **Any vehicle proposed shall not require a Commercial Driver's License (CDL) to operate as determined by the State of Colorado. The unit shall meet all current applicable Federal Motor Vehicle Safety Standards and State requirements.**

D III. PURPOSE

The vehicle will deliver COMPREHENSIVE library services to rural and suburban areas.

- D Including, but not limited to, programs, materials to senior centers, childcare centers, cultural centers and schools.
- D Space that can be easily changed from focusing on delivering materials to providing workspace for classes.
- D We anticipate that 10-15% of space should be physical materials, 75% for classes or programs, and 10% for mobility (negotiable based on ADA limitations).
- D Promote the HPLD outreach services

The functions that will take place in the unit are:

- ☐ Staff use of computers to access patron and catalog files, e-mail, check in or out materials and respond to reference questions.
- ☐ Patrons will browse materials collection, borrow items, participate in programming, and use computers for downloading materials, accessing websites and online resources; and
- ☐ Provide communication via bulletin board.

☐ IV. FEATURES

V. FEATURES

CATEGORY	ITEM	MUST HAVE	OPTIONAL
Mechanical	Overall length maximum 30 feet.; Exterior width maximum 10 feet (including mirrors); Height including roof mounted air conditioners maximum 13 feet.; Wheelbase to meet manufacturer's recommendation for a 30' vehicle; High headroom, Headroom minimum 78 in.; Volume capacity minimum 3,000 books @ 50 books/36 in. shelf.	X	
Mechanical	Chassis Type: Blue Bird transit bus body chassis or equivalent chassis that would support unit service model	X	
Mechanical	Air Cleaner: dry type.	X	
Mechanical	Air Conditioner: 2 Interior mounted	X	
Mechanical	Alternator: 240 amps, 12 volts, HD alternator	X	
Mechanical	Battery: 12V, maintenance free, 100 amp hours.	X	
Mechanical	Brakes: Four wheel Disc, power hydraulic, self-adjusting with vented front discs, four wheel anti-lock braking system (ABS) or equivalent. Provide emergency brake.	X	
Mechanical	Controls: All standard controls and panel lights	X	
Mechanical	Drive line: guard shall be provided	X	
Mechanical	Engine: Cummins ISB 6.7-'13, 200-280 HP diesel engine or equivalent.	X	
Mechanical	Engine Hood: One piece hood which opens for access to engine oil and transmission oil check or equivalent.	X	
Mechanical	Exhaust Systems both ecofriendly and safe	X	
Mechanical	Fuel Tank: Minimum 60-gallon, with easy refueling access.	X	
Mechanical	Heater and Defrosters: High output hot	X	

	front and rear window defrosters.		
Mechanical	Horns	X	
Mechanical	Instruments: all standard instrument lights	X	
Mechanical	Cruise Control	X	
Mechanical	Heat and AC controls on dash. Outside temperature gauge displayed on dash.	X	
Mechanical	Oil filter	X	
Mechanical	Power Steering	X	
Mechanical	Radio, with USB ports.		X
Mechanical	Navigation system. Factory installed.		X
Mechanical	Shocks: Front and rear heavy duty.	X	
Mechanical	Suspension Front and Rear: heavy duty.	X	
Mechanical	Tires: Total of 7 all-weather, heavy-duty	X	
Mechanical	Transmission: 5 speed automatic, or equivalent.	X	
Mechanical	Wheels: Total of 7 - 225 in. Disc, hub-piloted steel wheels. Standard painted steel or alloy wheels. Spare wheel shall be provided.	X	
Mechanical	Windshield: one piece windshield safety glass. Tinted.	X	
Mechanical	Wipers: Dual 2-speed electric, with washer and intermittent feature. Front winers are rain detecting type.	X	
Body	Doors: Minimum two same-side light weight entrance doors, electric operated, wheelchair lift door and power lift. Provide manual emergency release and dash mounted and dash mounted switches. Provide a stepwell for lower entry surface.	X	
Body	Floor: Metal pan to seal from road-side. In addition, add 3/4" Luann plywood to act as a subfloor.	X	
Body	Handrails: Vertical handrails at both sides of stepwell. To be of stainless steel, minimum 1.25 in. diameter, with radius corners, solidly mounted.	X	
Body	Insulation: Radiant Shield brand on walls and ceiling. Rated at minimum R38.	X	
Body	Lights: 12V basic body, interior dome, stepwell, stop and tail, backup, directional, emergency flashers, parking lights, LED headlamps. Exterior mounted, rear wall center high mounted stop light.	X	
Body	Mirrors: Two deluxe exterior mirrors. remote controlled and heated.	X	
Body	Mud flaps: Properly sized for rear dual tires.	X	

Body	Reflectors: All necessary.	X	
Body	Seals: Body panels to be assembled with epoxy and silicon sealants, windows to be set in rubber, doors to have rubber seals.	X	
Body	Storage: Storage needed for personal items such as purses, lunch boxes, jackets. Also need storage for documents such as insurance. Front cup holders for driver and passenger.	X	
Body	Sun Visors: Driver and passenger.	X	
Body	Undercoating and rust proofing: Body floor, skirt and wheel housing are to be undercoated after assembly.	X	
Body	Ventilation: Fresh air through chassis heater system.	X	
Body	Wheel housings: Shall be properly sealed and insulated.	X	
Body	Windows: All windows (glass) shall be tinted. Full length glass in optional full height patron doors. All windows shall have pull down shades.	X	
Electrical	All wiring shall meet or exceed N.E.C. or applicable FMVSS standards. Interior Wiring 12 VOLT - Wiring shall be THHN stranded, bundled, and color coded. UL listed circuit breakers. Each circuit shall be independently protected. Interior Wiring 120/240 VOLT - Interior wiring shall be 120/240 volt and sufficient to supply all electrical services and HVAC requirements. Wiring shall be THHN stranded, bundled, color coded, and numbered. All circuits are to be controlled by UL listed circuit breakers. Each circuit shall be independently protected.	X	
Electrical	Electrical grounded outlets both internal and external (preferable high mounts out of reach of children).	X	
Electrical	Each electrical outlet shall include USB ports for device charging.		X
Electrical	Shoreline- minimum 25ft. Located in a locking compartment on the passenger side.	X	
Electrical	Diesel Generator: Capable of handling load of on-board equipment and lights. Insulated for noise reduction and stored in a locking roll-out compartment.	X	
Electrical	Roof mounted solar panel system to provide auxiliary battery recharging.	X	

	System shall include: <ul style="list-style-type: none"> • One (1) 132-watt solar panel, mounted to the roof. • Charge controller. Monitor shall be mounted near the staff desk. • Utilizing a CB combiner box mounted on the roof to provide a weatherproof entry point. • A 100-22 wire harness. 		
Electrical	Minimum of five (5) 12VDC receptacles shall be installed for technology power. Needed for two workstations plus possible computer stations for patrons consisting of two computers or laptop hookups.	X	
Hardware	Hardware: All necessary door locks, hand rails, door closers, hold backs, and hinges will be furnished to provide smooth, efficient operation.	X	
Internal	Ceiling: Ceiling to be finished with a lightweight substrate material overlaid with one continuous piece of non-glare, pebble grain, white textured fiberglass. Kemlite or Sequentia brand FRP board .090 thickness. Must meet ASTM E-84 ratin2".	X	
Internal	Floor Covering: Commercial grade carpet Five-year wear-dated minimum.	X	
Internal	Lighting: Ceiling lighting to allow comfortable use of unit by patrons and staff; stepwell light wired to operate in conjunction with the condition of the door and have an on/off switch mounted in the dash; lighting in cab area; and outside lighting sufficient to illuminate graphics and lettering.	X	
Internal	Storage: Internal storage closet provided for microwave and mini-refrigerator.	X	
Internal	Paneling: Wall finishes shall be commercial grade over lightweight substrate material.	X	
Internal	Two adjustable workstations to accommodate standing, sitting, and a variety of heights.	X	
Internal	Safety: Dual front air bags, back up alarm, front fog/driving lights, triangle reflector set, Sib. A.B.C. fire extinguisher, ceiling mounted smoke and carbon monoxide	X	

	detectors. Rear back up camera with monitor. Rear back up sonar detector.		
Internal	Seating: Driver and passenger seats shall be bucket type, ergonomical, shall meet safety requirements, and must meet FMVSS302 flammability standards.	X	
Internal	Seating: 2 nd passenger seat	X	
Internal	Shelving: Adjustable shelving suitable to hold a wide and varied collection of materials.	X	
Internal	Sound-proofed isolation area		X
Internal	Anchoring Points: Multiple anchoring points for anchoring tool chests and other movable resources.	X	
Other	Painting and Lettering: Cab and body in OEM White.	X	
Other	Vehicle shall have a "moderate" level of brightly colored vinyl graphics package in addition to the library selected single color OEM base paint. Quoted pricing shall include development, printing and installation of this graphics package. The wording must contain High Plains Library District Logo.	X	
Other	Awning: on passenger side, electric with handheld controller, interior mounted switch, and manual override system. Awning should be self-retracting in high winds. Awning shall be long enough to cover all doors on passenger side.		X
Other	Internal and Exterior Screen: with blocking and protecting for presentations and PowerPoints. On passenger side		X
Other	Mounting anchor points for transportation of toolboxes and specialty hardware.	X	
Other	Private, enclosed, meeting space		X

Required	Warranty: 36 months/36,000 miles limited warranty. 24 months/84,000 miles limited extended warranty.	X	
Required	Body: 60 months/100,000 miles limited warranty as specified by manufacturer.	X	
Required	Transmission: 36 months/36,000 miles limited warranty as specified by manufacturer.	X	
Required	Roadside Assistance: 36 months/36,000 miles.	X	
Required	Upfitting and Conversion: One (1) year/Unlimited miles.	X	
Required	Air Conditioning: Minimum (2) years, limited warranty, as specified by the manufacturer.	X	
Required	Other Components: Other components such as tires, batteries, etc., as specified by the manufacturer.	X	
Required	Delivery shall be made by vendor-trained & authorized driver/trainer.	X	
Required	Vehicle Lifetime: Vendor shall officially state the design lifetime of vehicle with the proposal. This is the amount of time from date of delivery, which the HPLD can reasonably expect the vehicle, w/ routine maintenance, to perform for the community before replacement is required. (Warranties and types should be included at the time of proposal).	X	
Required	Manuals & Documentation shall be provided with the vehicle at the time of delivery. Two technical service manual sets for chassis, body, and each component installed. Vendor shall include all manufacture updates for the first two years of service. Two visual parts books or two CD or DVD sets if books or printed material are not available for the body, chassis, and generator. Two complete sets of conversion electrical schematics "as delivered". Most electrical schematics shall be provided to the HPLD for review prior to schedule of delivery of vehicle. Three complete key sets (ignition & doors, auxiliary locks, compartments, fuel). Two complete dimensional layout drawing of interior front, rear and both sides.	X	
Required	The HPLD will make inspection visit during the construction or conversion to	X	

	<p>help ensure specification compliance and trouble-free delivery. Two HPLD employees will inspect the equipment/vehicle at the vendor's place of business once, before delivery for workmanship, appearance, proper functioning of all equipment and systems, and conformance to all other requirements of the specification. If deficiencies are detected, the vehicle will be rejected and the vendor will be required to make the necessary repairs, adjustments, or replacements. The cost of the trip for two HPLD employees will be the responsibility of the vendor.</p>		
Required	<p>WI-FI/Connectivity DEW will provide router (Cradlepoint). Provide a “5 in 1” antenna and modem shall also be provided. All pre-wiring will be done during the construction process. Pre-wiring will include:</p> <ul style="list-style-type: none"> • One (1) CAT 6 outlets and wiring at each desk that will terminate to a 12-Port Patch Panel in a server cabinet according to final floorplan. • One (1) I/O panel on the outside of the trailer with 4 Cat 6 outlets wired to the server cabinet. • CAT5e outlet for printing– Agency to decide the location. • DEW will supply the following IT equipment: 1Router, 10 CPUs, and a minimum of one printer. 	X	

☐ **V. QUALITY CONTROL**

- ☐ Vendor must have produced and delivered a minimum of three similarly equipped vehicles

- ☐ Vendor will supply references from customers who have purchased and use a similar vehicle for at least 4 years
- ☐ Vendor to be in business for at least 5 years
- ☐ Vendor to list all warranties included
- ☐ Receive regular progress reports either visual or written on the construction of the vehicle on an agreed upon schedule by buyer and vendor

ATTACHMENT B

Cost to manufacture and deliver vehicle to HPLD. Please detail costs to show features as requested by HPLD including basic vehicle cost, cost of customization, options that may apply, and delivery/handling fees which include accommodation for HPLD's tax exempt status.

HIGH PLAINS LIBRARY DISTRICT

BOARD OF TRUSTEES COMMUNICATION

Meeting date: May 19 th , 2025
Type of item: Action
Subject: Letter of Support for IMLS
Presented by: Dr. Matthew Horts, HPLD Executive Director
Recommendation: Staff recommend that the Board approve the letters and direct staff to send them

Background

As discussed in the March & April 2025 HPLD Board Meetings, a Federal Executive Order directed the elimination of funding for the Institute of Museum & Library Services (IMLS). Since that time, there have been changes to IMLS, including a new Executive Director for the Agency and federal staff being placed on administrative leave. Federal Funds that come to libraries fall under Museum & Library Services (MLS) will be considered for reauthorization this fall. In the State of Colorado, MLS Funds primarily fund the State Library. The State has put together a document that show how these funds are spent, and what could be affected if the MLS funds are not reauthorized. At the April 2025 Board Meeting, staff were directed to draft letters to both the Colorado State and Colorado Federal Officials. Since then, there have been two developments. The proposed federal budget for 2026 was released and eliminates funding for IMLS and Governor Polis signed the long form State budget. The State budget maintains the funding for libraries including the funding for the CO State Library. Staff have adapted the letters to ask for IMLS support from both our federal and state officials. The letter to the state officials also thanks them for approving the budget and maintaining funding for libraries.

Considerations

Distribution of letters:

- Federal
 - Senator Bennett
 - Senator Hickenlooper
 - Representative Evans
 - Representative Boebert
 - Representative Neguse
- CO State
 - Senator Pelton
 - Senator Kirkmeyer
 - Senator Bright
 - Senator Wallace
 - Representative Johnson
 - Representative Barron
 - Representative Woog

Recommendation

Staff recommend that the Board approve letters and direct staff to send them

Dear Representative/Senator,

We are writing on behalf of the High Plains Library District Board of Trustees to request your support for library funding in the FY 2026 Appropriations Bill.

We urge you to support an FY2026 Appropriation Bill that provides funding for the Library Services and Technology Act (LSTA) and support its administering agency, the Institute of Museum and Library Services. We further urge you to support the Innovative Approaches to Literacy (IAL) and its administering agency, the Department of Education. Funding for both was provided by Congress for these authorized programs in the FY25 Continuing Resolution.

Every day, libraries in Colorado's urban and rural communities play a vital role in connecting residents to reading material, expert assistance and trusted information, and technology resources.

Libraries use LSTA funding to offer no-fee access to essential information and services, enable patrons to achieve educational and career goals, help children and students learn to read and do homework, support veterans transitioning to civilian life, and assist small businesses and entrepreneurs to expand their opportunities. In brief, the local library makes our communities more attractive and supportive for everyone. At the High Plains Library District, our mission is, "Helping Build Community". We do this through our focus on supporting library and skill-based learning/development. For a modest investment, libraries provide a tremendous return.

The IAL program provides books, high-quality literacy training and evidence-based literacy programs to children and families in high-need and rural communities. Administered through the Department of Education, IAL awards competitive grants to school libraries. Studies continue to show that literacy support is urgently needed in the nation.

We thank you for supporting libraries across Colorado and urge you to support and promote robust federal funding for libraries in FY 2026. If you ever have any questions, please feel free to reach out to our Executive Director, Dr. Matthew Hortt. He would be happy to answer any questions or concerns you may have. (970) 506-8563, mhortt@higplains.us.

Thank you,

High Plains Library District Board of Trustees

Dear Representative/Senator, (State)

We are writing on behalf of the High Plains Library District Board of Trustees to thank you for your support and approval of the SB25-206, 2025-26 Long Appropriations Bill. Your approval helps to maintain library funding for the Colorado State Library and State Grants to Libraries.

Your approval and appropriation also paves the way for matching funding that if approved will be available through the Library Services and Technology Act (LSTA) and its administering agency, the Institute of Museum and Library Services.

Every day, libraries in Colorado's urban and rural communities play a vital role in connecting residents to reading material, expert assistance and trusted information, and technology resources.

Libraries use LSTA funding to offer no-fee access to essential information and services, enable patrons to achieve educational and career goals, help children and students learn to read and do homework, support veterans transitioning to civilian life, and assist small businesses and entrepreneurs to expand their opportunities. In brief, the local library makes our communities more attractive and supportive for everyone. At the High Plains Library District, our mission is, "Helping Build Community". We do this through our focus on supporting library and skill-based learning/development. For a modest investment, libraries provide a tremendous return.

We thank you again for your support of libraries across Colorado and your action on SB25-206. We also urge you to support and promote robust federal funding for libraries in FY 2026. If you ever have any questions, please feel free to reach out to our Executive Director, Dr. Matthew Hortt. He would be happy to answer any questions or concerns you may have. (970) 506-8563, mhortt@highplains.us

Thank you,

High Plains Library District Board of Trustees

HIGH PLAINS LIBRARY DISTRICT

BOARD OF TRUSTEES COMMUNICATION

Meeting date: May 19 th , 2025
Type of item: Action
Subject: Policy Updates
Presented by: Dr. Matthew Horts, HPLD Executive Director
Recommendation: Staff recommend that the Board approve the deletion of the outdated policy

Background

Staff have worked with internal stakeholders to update policies for consideration by the Board. During this work, staff determined that the Operating Principles for Staff, have not been used and have been replaced by the updated Mission, Vision & Values, is outdated. Staff are proposing that the policy be removed and deleted.

Considerations

Operating Principles for Staff

The staff of the High Plains Library District uses the following principles to direct our decisions:

- On a daily basis, the library anticipates and meets community needs.
- No High Plains Library District community goes unserved.
- High Plains Library District service delivery aligns with individual patron's preferences.
- High Plains Library District patrons find what they need at first contact.
- We continuously innovate.
- We strive for yes.

Each of the operating principles was developed by considering the potential gains and losses we may see if we use these as our primary tool for directing our decisions. Operating principles increase their value through ongoing dialog, review, and potential revision to best meet the needs of our community and organization.

Policy History	Operating Principles for Staff
2009 – Feb	New.
2012 – Feb 12	Does not appear in this edition.
2018 – Oct 15	Revised. “We never say no” replaced with “we strive for yes.”
Reviewed by	Executive Director

Recommendation

Staff recommend that the Board approve the deletion of the outdated policy.

HIGH PLAINS LIBRARY DISTRICT

BOARD OF TRUSTEES COMMUNICATION

Meeting date: May 19 th , 2025
Type of item: Action
Subject: Construction Update
Presented by: Dr. Matthew Horts, Executive Director
Recommendation: Staff recommend that the Board approve the Public Improvement Agreement

Background

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

Considerations

- DSS Archive and Expansion
 - Remodeling in the existing building will begin first followed by the new build
 - Project is on budget
 - Demolition is complete on the existing building and framing and drywall has begin
 - Ground has been broken on the new portion of the building
- Mead Library
 - Site plan and design approval have been granted
 - On May 12th, the Mead Town Board approved a conditional use permit, contingent upon the district's approval of the Public Improvement Agreement (PIA)
 - The PIA has been reviewed by our legal counsel, and staff are recommending that the PIA be approved and signed
 - Mayor Whitlow expressed her gratitude to HPLD and the Board for making this happen
 - Site plan construction is set to begin in early June
 - The Groundbreaking Ceremony is set for June 27th at 10am
- Carbon Valley Regional Library (Remodel)
 - Construction continues
 - Second punch walk occurred on May 15th
- Farr Regional Library (Remodel)
 - Major work on the project has completed, final punch walk occurred in early April
- ***Recommendation***
- Staff recommend that the Board approve the Public Improvement Agreement

**TOWN OF MEAD, COLORADO
PUBLIC IMPROVEMENTS AGREEMENT
FOR MEAD MUNICIPAL FACILITIES – LIBERTY RANCH FILING NO. 2, 3RD
AMENDMENT**

[Mountain View Fire Protection District]

This Public Improvements Agreement (“**Agreement**”) is made and entered into by and between the Town of Mead, Colorado, a Colorado municipal corporation, whose address is 441 Third Street, Mead, Colorado 80542 (the “**Town**” or “**Mead**”), and Mountain View Fire Protection District, a political subdivision of the State of Colorado and a fire protection district organized and existing pursuant to C.R.S. § 32-1-101, *et seq.* (the “**Fire District**” or “**Developer**”). The Fire District and the Town are each referred to individually as a “**Party**” and together as the “**Parties**.” This Agreement shall be effective as of the date of mutual execution hereof by the Parties (“**Effective Date**”).

WITNESSETH:

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

WHEREAS, the Town is located within the service boundaries of the Fire District; and

WHEREAS, the Town and Fire District agree that locating an additional fire station within the boundaries of the Town will further the Town and Fire District’s common interest in ensuring continuing fire protection services to existing and future residents of the Town; and

WHEREAS, the Town is the owner of approximately 32.69 acres of land that is located in the boundaries of the Town and legally described as Tract B, Liberty Ranch Filing No. 2, Second Amendment, as depicted on the plat thereof recorded with the Clerk and Recorder for Weld County at Reception No. 3996323, and as amended by the Development Plan, as defined below (“**Property**”); and

WHEREAS, the Town, Fire District and High Plains Library District, a political subdivision of the State of Colorado (the “**Library District**”) previously entered into that certain *Pre-Development Intergovernmental Agreement for Tract B – Liberty Ranch* dated October 1, 2024 (the “**IGA**”); and

WHEREAS, the Fire District fulfilling its obligations and meeting all conditions required of it in this Agreement shall constitute part of the consideration contemplated in Section 6.a) of the IGA for the Town’s conveyance of “LOT 2” as depicted on the Development Plan (the “**Fire Lot**”) to the Fire District for the construction of a fire station on the Fire Lot, in accordance with and subject to the terms and conditions set forth in the IGA; and

WHEREAS, the IGA contemplates subdivision of the Property and the Town’s conveyance of the Fire Lot (as defined above) to the Fire District for the construction of a fire station in consideration for the Fire District completing the subdivision of the Property and the Project Improvements (defined below), which are necessary for the development of the Property; and

WHEREAS, the Fire District submitted an application for a minor subdivision plat to subdivide the Property under the title *Liberty Ranch Filing No. 2, 3rd Amendment*, which was conditionally approved by Town Ordinance No. *NUMBER* dated _____, 2025 (the “**Development Plan**”), a copy of which is on file with the Town and made a part hereof by reference; and

WHEREAS, the Fire District concurrently submitted an application for approval of a site plan for the development of the Fire Lot under the title ***SITE PLAN TITLE***, which was conditionally approved by Town Ordinance No. ***NUMBER*** (the “**Site Plan**”), which Site Plan is also on file with the Town and made a part hereof by reference; and

WHEREAS, this Agreement constitutes a combined subdivision improvement agreement and site plan agreement as contemplated and permitted by Section 3(a) of the IGA; and

WHEREAS, the Town’s approval of the Development Plan and Site Plan is conditioned on the mutual execution of this Agreement by the Parties, as contemplated by the IGA and as set forth in Sections 16-4-100(b)(10)(h) and 16-4-130 of the Mead Municipal Code (“**MMC**”); and

WHEREAS, the Town’s conveyance of the Fire Lot to the Fire District is further conditioned on the Fire District’s execution of this Agreement; and

WHEREAS, Mead is willing to approve and execute Development Plan and Site Plan upon the agreement of the Fire District to the matters hereinafter described and subject to all the requirements, terms and conditions of this Agreement, the ordinances, rules, regulations and standards of Mead including but not limited to: the Mead Land Use Code (including zoning and subdivision regulations); the MMC, the Town’s Design Standards and Construction Specifications for the Design and Construction of Public and Private Improvements, as may be amended, and all other governing regulations in effect at the time the Construction Plans (as hereinafter defined) are approved by Mead (collectively, the “**Standards**”); and

WHEREAS, Mead and the Fire District mutually acknowledge and agree that the matters hereinafter set forth are reasonable conditions and requirements to be imposed by Mead in consideration of its approval and execution of the Development Plan and the Site Plan, and that such matters are necessary to protect, promote, and enhance the public welfare.

NOW, THEREFORE, in consideration of these promises, the mutual obligations herein contained and Mead’s approval and execution of the Development Plan and Site Plan, it is agreed as follows:

Section I. Obligation to Provide Improvements-Construction Plans-Engineer’s Cost Estimate

- A. Improvements. The Developer is obligated to provide, at Developer’s expense and at no cost to the Town, for the design, construction and installation of the public improvements required for the Development Plan, as generally identified in **Exhibit A** attached hereto and incorporated herein (the “**Project Improvements**”), and for the design, construction and installation of the public improvements required for the Site Plan, as generally identified in **Exhibit B**, attached hereto and incorporated herein (the “**Site Improvements**”), which together, the Project Improvements and the Site Improvements, shall be referred to in this Agreement as the “**Improvements.**” The Developer shall cause the Improvements to be constructed and installed in compliance with all requirements contained in the MMC, the Standards, the Development Plan, the Site Plan, the IGA, and this Agreement.
- B. Construction Plans and Estimates. In this Agreement “**Construction Plans**” shall mean the following, as approved by the Town: the Project Improvements Construction Plans (as defined in subsection 1 of this Section I.B) and the Site Improvements Construction Plans (as defined in subsection 2 of this section I.B). “**ECE**” shall mean the following: the Project Improvements ECE (as defined in subsection 1 of this Section I.B) and the Site Improvements ECE (as defined in subsection 2 of this section I.B). Construction Plans and ECEs shall bear the stamp of a Colorado licensed engineer with experience in the design

and engineering of the Improvements. Construction of the Improvements shall not commence until Mead has issued the applicable development permit(s). Developer shall secure and comply with all necessary permits issued by the Town and other governmental or quasi-governmental authorities having jurisdiction over the development of the Property. Developer shall not modify Construction Plans or any of the Improvements without the prior written approval of the Town. The Town will communicate its approval or disapproval of any such modification within fifteen (15) business days after its receipt of Developer's request.

1. Project Improvements. The Developer shall submit to the Town for approval, in a form approved by the Town as more specifically described in the Standards, final construction and engineering plans and civil engineering drawings (“**Project Improvements Construction Plans**”) and an engineer's cost estimate for the completion of all of the Project Improvements (“**Project Improvements ECE**”). The Project Improvements Construction Plans and the Project Improvements ECE shall identify the quantity and type of all of the Project Improvements. The Project Improvements ECE shall be attached hereto as **Exhibit A-1** and shall supplement the schedule of the Project Improvements identified in **Exhibit A**.
 2. Site Improvements. The Developer shall submit to the Town for approval, in a form approved by the Town as more specifically described in the Standards, final construction and engineering plans and civil engineering drawings (“**Site Improvements Construction Plans**”) and an engineer's cost estimate for the completion of all of the Site Improvements (“**Site Improvements ECE**”). The Site Improvements Construction Plans and the Site Improvements ECE shall identify the quantity and type of all of the Site Improvements. The Site Improvements ECE shall be attached hereto as **Exhibit B-1** and shall supplement the schedule of Site Improvements identified in **Exhibit B**.
- C. Building Permit Restriction. The Town shall not issue a building permit for vertical construction on the Fire Lot until the Project Improvements receive Conditional Acceptance from the Town. As set forth in Section 3.e) of the IGA, the Town may condition issuance of the building permit for vertical construction on the Fire Lot on the Fire District providing the Town with a copy of executed construction contracts and documentation that funding for the fire station to be located on the Fire Lot is available and appropriated.
- D. Insurance. Developer shall, through contract requirements and other normal means, furnish to the Town proof that all employees, contractors, sub-contractors, and engineers engaged in the design and construction of the Improvements are covered by adequate Workers Compensation Insurance and general liability insurance (and professional liability insurance for engineers and designers). Failure to provide proof of insurance may result in the suspension of development activities by the Town, including, but not limited to, the issuance of building permits and certificates of occupancy.
- E. OSHA Compliance. Developer shall, through contract requirements and other normal means, furnish to the Town proof that all employees and contractors engaged in the construction of the Improvements are required to comply with all provisions of the Federal Occupational Safety and Health Act (OSHA).

Section II. Development Permit Approval

- A. Prior to and as a condition of constructing the Improvements, Developer shall obtain all permits required by the MMC and the Standards (“**Development Permits**”) and all applicable State and Federal permits. Developer shall submit all required permit applications for Development Permits on forms provided by the Town. Per the IGA, the Town’s administrative fee portion of the building permit application fee is waived. Developer is obligated to submit payment for all other fees connected to a Development Permit, as set forth in the MMC, the Standards, and the Town’s adopted fee schedule, prior to issuance of a Development Permit at the time the Developer submits an application for the Development Permit to the Town.
- B. Development Impact Fees. The Developer is responsible for payment of development impact fees imposed by the Town in accordance with the MMC. The development impact fees must be paid prior to issuance of a building permit for development occurring on the Fire Lot and shall be calculated based on the then-current rate imposed for the Office & Institutional development type, as set forth in Section 3.b) of the IGA.

Section III. Construction of Improvements

- A. Notice to Town. Developer shall provide notice to Mead at least forty-eight (48) hours before commencing construction of the Improvements or prior to Mead's inspection of any such Improvement during or after construction. To the extent that any decision becomes necessary during construction as to the quality or acceptability of the materials furnished, the work performed or the manner of performance of the work, Developer shall give Mead three (3) business days’ notice and the opportunity to make any such decisions.
- B. Compliance with Standards. The Improvements shall be constructed and installed in accordance with the Construction Plans and in accordance with applicable provisions of the Standards and all other applicable ordinances, resolutions, and regulations, including, but not limited to, all Town adopted building, fire, plumbing, and safety codes, in effect at the time of construction. If Mead reasonably determines that construction or installation of the Improvements is not in compliance with the approved Construction Plans, the Standards, or applicable ordinances, rules, and regulations, it shall notify Developer of the required corrections, which Developer shall make within ten (10) business days of receipt of such notification or, if the nature of the corrections is such that the same cannot be reasonably completed within ten (10) business days, then Developer shall undertake such corrections within ten (10) business days and shall diligently prosecute the same to completion. In the event the Developer fails to make or commence the required corrections within said ten (10) day period, Mead may direct Developer to stop work until corrections are made to the satisfaction of Mead.
- C. Nuisance.
 - 1. Developer agrees to prevent the existence of any nuisances resulting from or arising out of the construction of the Site Plan, as well as the construction of the Improvements, including but not limited to trash, debris, and wind or water erosion. If Developer does not abate such nuisances, or if an emergency exists, to be determined by the Town in its sole discretion, the Town may abate the same at Developer’s expense.

2. Developer agrees to take all steps necessary to prevent the transfer of mud or debris as a result of construction in the Site Plan, as well as construction of the Improvements, onto public rights-of-way and to immediately remove such mud and debris from public rights-of-way. If Developer does not abate such mud or debris, or if an emergency exists, to be determined by the Town in its sole discretion, the Town may abate the same at Developer's expense.
 3. No construction activity including but not limited to that involving grading, surface improvements, foundations, underground utilities, and vertical development, shall be allowed between the hours of 7:00 p.m. and 7:00 a.m., nor on any Saturday, Sunday, or legal holiday, unless specifically approved in writing by the Town Engineer.
- D. Inspection. Developer shall, at its sole cost and expense, engage a Colorado licensed professional engineer to provide inspection and testing services during the construction process. Copies of all such tests shall be provided to Mead in digital PDF format promptly upon request. Developer shall contact Mead immediately upon the failure of any performance testing, and of any problems that arise which may prevent construction or installation in accordance with the approved Construction Plans.
- E. Inspection – Town Remedy. At all times during construction of the Improvements, and in accordance with this Agreement, Mead shall have the right to require Developer to conduct testing and inspection, at Developer's expense. If Developer fails to do so within ten (10) business days of a notice from Mead detailing the required test or inspection, or if Mead reasonably believes that any required tests or inspections were either performed incorrectly or falsified, Mead may conduct or cause to be conducted the same and charge 100% of the cost(s) to Developer, together with a ten percent (10%) administrative fee to cover Mead's costs associated with engaging third-party contractors or consultants to perform said services or testing. No excavation, facility or Improvement, including water and sewer service connections, shall be covered until inspected by Mead, or the applicable service provider, or until such inspection is waived in writing. Construction shall not proceed beyond required inspections or testing unless approved by Mead. No liability shall attach to Mead by reason of any inspections, observations, testing, or reviews, or by reason of the issuance of any approval or permit for any work subject to this Agreement. Developer shall reimburse Mead for all costs incurred by Mead in the performance of the above services, including associated attorney fees, within thirty (30) days after receipt of the Town's invoice for said services.
- F. Rights-of-way, Easements, Licenses, and Permits. The Developer shall acquire all rights-of-way, easements, licenses, and permits that are necessary for the construction, location, maintenance and operation of the Improvements. The Town agrees to cooperate with the Fire District and grant temporary construction easements as reasonably necessary to complete the Improvements and development of the Site Plan. All acquisition costs for rights-of-way, easements, licenses, and permits necessary for the Improvements shall be the Developer's sole responsibility. When requested by the Town, Developer shall promptly convey a right-of-way, easement, license, or permit to the Town or other appropriate public entity or utility.
1. All such conveyances shall be free and clear of liens, taxes, and encumbrances, and shall be by plat dedication or by general or special warranty deed in form and

substance acceptable to the Town Attorney. The Town, at the Developer's expense, shall record all conveyances. The Developer shall also furnish, at its own expense, an ALTA title policy for all interest(s) so conveyed to the Town, subject to approval by the Town Attorney.

2. The Town and the Developer agree that the Developer's acquisition of the rights-of-way, easements, licenses, and permits necessary to serve the transportation and other public utility needs of the Site Plan are directly related to and generated by development intended to occur within the boundaries of the Fire Lot and that no taking thereby will occur requiring any compensation to Developer by the Town.
3. The Town and the Developer agree that the Developer's acquisition of the rights-of-way, easements, licenses, and permits necessary to serve the transportation and other public utility needs of the Property are required as part of the consideration for the Town's conveyance of the Fire Lot to the Fire District, which the Parties agree is a fair price for the Fire Lot, and also, are directly related to and generated by development intended to occur within the boundaries of the Fire Lot and that no taking thereby will occur requiring any compensation to Developer by the Town.

Section IV. Water Improvements

- A. Mead provides water service by an intergovernmental agreement with the Longs Peak Water District (LPWD). Mead does not warrant the availability of water service from the LPWD system to the Property for any part of the Site Plan or Development Plan. A determination of water service availability by LPWD shall be made pursuant to a water system analysis at the time that Developer requests water taps from LPWD.
- B. Developer shall install, at its sole cost and expense, all the water mains, trunk lines, pumping and storage facilities and appurtenances necessary to extend service from the existing LPWD system for the development of the Property, pursuant to LPWD-approved plans and specifications, and which will be set forth and shown on the Project Improvements Construction Plans and the Site Improvements Construction Plans. Water connection and plant investment fees shall be the LPWD water connection and plant investment fees as set by LPWD, which fees may be shared with the Library District pursuant to a separate written agreement or agreements by and between the Fire District and Library District. The First District and Library District may pursue reimbursement agreements with LPWD in their sole discretion.
- C. The Developer shall provide Mead with proof of purchase of a water tap for the Fire Lot but in any event before a building permit will be issued for any vertical construction proposed on the Fire Lot.

Section V. Sanitary Sewer Services

- A. The Town does not provide sanitary sewer service to the Property. Mead does not warrant the availability of sewer service from the St. Vrain Sanitation District ("SVSD") system for any phase of development.

- B. Developer shall install at Developer's sole cost and expense, certain sewer mains, trunk lines, pumping facilities and appurtenances necessary to provide service from the SVSD system to the Property, including both on-site and off-site improvements, pursuant to SVSD approved plans and specifications, and which will be set forth and shown on the Project Improvements Construction Plans and the Site Improvements Construction Plans. While not contemplated at this time, these extensions may include the oversizing of lines and pumping facilities for future development of adjacent property.
- C. Developer shall install at Developer's sole cost and expense certain sewer lines and appurtenances within the Development, as reflected in the Project Improvements Construction Plans and the Site Improvements Construction Plans. Sewer lines lying within the dedicated right-of-way shall be dedicated to SVSD after construction in accordance with SVSD requirements and at Developer's sole cost and expense. Developer shall re-align any existing sanitary sewer line(s) as required by SVSD prior to issuance of any building permits. All work associated with SVSD sewer line realignment shall be completed at Developer's expense in accordance with construction drawings approved by the Town and SVSD.
- D. Sanitary sewer connection and plant investment fees shall be remitted to SVSD as required. The First District and Library District may pursue reimbursement agreements with SVSD in their sole discretion. The Town shall require proof of purchase of sanitary sewer taps for the Fire Lot before any building permit for vertical construction proposed on the Fire Lot is issued.

Section VI. Drainage Improvements

- A. Provision of Storm Water Drainage. Developer and the Town agree that the development of the Property requires participation in the stormwater drainage system provided by the Town. The Developer will comply with Town requirements regarding construction and installation of drainage improvements and shall construct drainage improvements for the Property as required by the Master Utility Plan (as that term is defined in the IGA) and as required by the Standards ("**Drainage Plan**"). All elements of the Drainage Plan, as required by the Master Utility Plan and Standards, shall be shown with specificity in the Project Improvements Construction Plans and the Site Improvements Construction Plans. Developer shall install drainage improvements in the areas shown in the Project Improvements Construction Plans and the Site Improvements Construction Plans at its sole cost and expense, including stormwater lines, drainage swales, pumping, detention and stormwater treatment facilities, erosion/sediment control measures, off-site facilities expansion (or remittance of fee in lieu), and groundwater and foundation drainage system(s) as specified in the Construction Plans ("**Drainage Improvements**").
- B. Historic Flows. Developer shall so design and construct all storm drainage facilities as to control all stormwater runoff greater than that historically generated from the Property. Developer shall not alter historic flows in a way that would adversely affect upstream or downstream properties, unless such change is in accordance with the Town's Stormwater Master Plan. Any such change requires the Town Engineer's prior written consent.
- C. Drainage Plan. Developer shall, at its sole expense, prepare the Drainage Plan, unless the Town has already approved the Drainage Plan for the Property and confirmed that no

updates are necessary. In any case, the Drainage Plan shall show the location and extent of all drainage system improvements, including but not limited to collection, detention, and treatment facilities for on-site storm water and the pass-through of off-site historical storm water flows based on the 100-year storm flows. If the Drainage Plan results in changes to drainage affecting other property or facility owners, the Town may require Developer to obtain written consent from each property or facility owner for the changes before the Town will accept the plan. The Drainage Plan shall define the Developer's responsibility for off-site improvements including the oversizing of facilities. The Town may require the Developer to update the Drainage Plan at the time of review of subsequent phases of development of the Property.

- D. Groundwater Discharge. The Drainage Plan shall define Developer's responsibility for groundwater and foundation drainage improvements, if any. Groundwater and foundation drainage improvements shall not discharge into public storm water facilities or improvements without prior written acceptance by the Town. The Developer shall obtain all state and federal permits required for the discharge of this groundwater to the state waters. Any groundwater drainage system facilities to be located within Town right-of-way shall require a license agreement with the Town.
- E. Drainage Improvements- Notice. Developer shall provide all subsequent purchasers of the Property, or portions of the Property with copies of the final as-built drawings or portions of the master drainage plan, as applicable, showing the applicable Drainage Improvements as constructed.

Section VII. Completion of Improvements

- A. Timely Completion of Improvements. Developer shall endeavor to complete all Project Improvements, apply for Conditional Acceptance of same, and obtain a building permit for vertical construction of the fire station on the Fire Lot by October 1, 2026. Developer shall complete all Site Improvements and obtain a temporary certificate of occupancy for the fire station on the Fire Lot within two (2) years from the date of the Town's issuance of the first building permit for vertical construction of the fire station on the Fire Lot. With respect to the Site Improvements, extensions of time up to an additional one (1) year period for completion of Site Improvements may be granted by Mead in writing for good cause shown. "Good Cause" shall be determined by Mead in its sole discretion; notwithstanding the foregoing, Good Cause may include: (a) force majeure events; (b) unreasonable delay in the receipt of approval, notice, inspection, testing or other required response from Mead; and (c) any extension agreed upon in writing by Developer and Mead. Any extension of time to complete the Site Improvements beyond the two (2) year period shall require the Developer to submit updated construction cost estimates for completion of the remaining Site Improvements and to provide additional or replacement Collateral in an amount equal to fifteen percent (15%) of the cost to complete the remaining Site Improvements.
- B. Building Permit Issuance. Developer understands that no building permits for vertical construction on the Fire Lot shall be issued until Conditional Acceptance is granted by the Town for the Project Improvements. In addition, Developer shall satisfy all other applicable conditions set forth herein prior to issuance of any building permit(s) for vertical construction of the fire station on the Fire Lot.

Section VIII. Ownership and Maintenance of Improvements

- A. Town Ownership. Project Improvements to be owned and maintained by Mead shall be specifically identified in the Project Improvements ECE and shall become the sole property of Mead, free and clear of all liens, encumbrances, and restrictions upon Final Acceptance by Mead. Prior to and as a condition of Final Acceptance, Developer shall furnish to Mead unconditional lien waivers that all claims and payments to be made in connection with construction of the Project Improvements have been satisfied.
- B. Town Access. Except those Project Improvements to be owned and maintained by Mead, the completed Project Improvements not specifically accepted by Mead at Final Acceptance and all Site Improvements shall be owned and maintained by Developer and its successors and assigns; provided that Mead reserves the right to enter upon and access any Developer-owned Project Improvements or Site Improvements for purposes of repair and emergency maintenance as deemed necessary by Mead in the interest of the public health, safety and welfare of Mead residents.
- C. Maintenance of Site Improvements. Developer shall own and maintain all Site Improvements, including landscaping, and shall maintain landscaping with proper care, including proper watering and replacement, as necessary, of living plant materials.
- D. Drainage Maintenance. Developer, its successors in interest, and its assigns are jointly and severally liable and responsible for maintaining the structural integrity and operational functions of all Drainage Improvements, unless otherwise specified in the Development Plan, including but not limited to private drainage facilities and public and private drainage easements. In the event the Developer fails to correctly maintain or repair any such drainage facilities within thirty (30) days of written notice thereof, then said corrections/repairs to drainage facilities may be commenced and completed by the Town and all costs and charges billed to and paid by the Developer.

Section IX. As-Built Drawings for Improvements

When Developer has completed the Improvements as provided herein, Developer shall provide two (2) copies, as well as a digital copy in PDF format, of as-built drawings showing the Improvements in their as-built locations at the time of Developer's request for construction acceptance or conditional acceptance of the Improvements by Mead. As-built drawings shall be prepared under the direction of a Colorado licensed professional engineer based on information provided by the general contractor and a survey of surface features of the constructed site within the public right-of-way and easements indicating that the constructed Improvements are in substantial compliance with the Construction Plans or that any material deviations have received prior written approval from Mead. All as-built drawings shall be in a form acceptable to the Town Engineer. No certificates of occupancy shall be issued by Mead until as-built drawings are provided to and approved by Mead following Conditional Acceptance of the Improvements.

Section X. Collateral

- A. Collateral Required. In order to secure the performance of the construction and installation of the Project Improvements and Site Improvements as herein agreed by Developer, the Developer shall provide Mead with security ("**Collateral**") in the form of a cash deposit or one or more irrevocable letters of credit ("**Letter of Credit**") in the same form as attached hereto as **Exhibit C**, or as may be approved by the Town Attorney, in the amount of twenty-five thousand 00/100 dollars (\$25,000). In addition, Developer agrees that the Town shall

be added as dual obligee to the Payment and Performance Bonds for the construction contract that covers the Improvements. Collateral shall be required to be submitted for acceptance by Mead at the time of application for the applicable Development Permits. No building permit(s) or other authorization for the commencement of construction or site preparation on the Property including but not limited to a Grading Permit shall be issued until the Project Improvements Collateral and Site Improvements Collateral is in place and accepted in writing by the Town. If utilized by Developer in place of a cash deposit, any Letter of Credit form of Collateral shall be issued by a Colorado bank or other financial institution doing business in Colorado that is acceptable to Mead. Developer shall ensure that the Collateral remains unencumbered and free from claims of others so that any requests of Mead for payment or enforcement may be immediately and unequivocally honored without cost to Mead. The Project Improvements Collateral shall be maintained, in the amount required by this Agreement, through Final Acceptance of the Project Improvements by Mead. The Site Improvements Collateral shall be maintained, in the amount required by this Agreement, through Final Acceptance of the Site Improvements by Mead. If at any time prior to Final Acceptance, Mead determines that the Collateral is not sufficient, the parties shall meet and confer to determine whether Developer shall be required to post additional or supplemental Collateral in an amount deemed sufficient and approved by Mead to pay for such costs of construction, including any administrative costs and contingency amount.

- B. Developer's Failure to Perform. If Developer fails to perform or observe any obligation or condition to be performed by Developer under this Agreement with respect to the Improvements, and such default remains uncured for more than thirty (30) days after Developer's receipt of written notice thereof from Mead, Mead may cure the default at Developer's expense and draw on the Collateral from time to time to pay the costs incurred in connection therewith. In the event Developer fails to complete, install or perform any portion of work and/or Improvements within the time period set forth in Section VII.A. above, Mead may complete such remaining work and Improvements within a reasonable time by such means and in such manner as it may deem advisable, at Developer's expense. Mead shall be entitled to draw against such Collateral to pay for Mead's actual costs and expenses incurred in contracting for said work and Improvements, including the cost of obtaining required permits from the Town or any other applicable jurisdiction plus a ten percent (10%) administrative fee, plus legal expenses incurred, to cover costs associated with completing the Improvements described herein. Mead's rights and remedies in this section are not exclusive.
- C. Increasing Collateral Amount. In the event the amount of Collateral is not sufficient for Mead to complete the Improvements as determined by Mead in its sole discretion, Mead shall be entitled to reimbursement from Developer upon demand for such cost overruns, including but not limited to labor and material costs as well as engineering and legal fees. In the event the Developer fails to maintain Collateral in the amount required pursuant to the terms of this Agreement through Final Acceptance of the Improvements, Developer shall be in default of this Agreement and Mead shall be authorized to make demand on the then-existing Collateral.
- D. Expiration of Letter of Credit. If a Letter of Credit is set to expire within fourteen (14) calendar days and Developer has not yet provided a satisfactory replacement, Mead may draw on the Letter of Credit and either hold such funds as security for performance of this Agreement or spend such funds to finish any outstanding Improvements, or correct problems within the Development Plan or Site Plan, as Mead deems appropriate.

Section XI. RESERVED.

Section XII. Standards for Acceptance

- A. Conditional Acceptance and Warranty Period. Developer shall request, in writing, inspection and conditional acceptance of the Project Improvements and Site Improvements. If upon inspection, Mead finds that the Project Improvements and Site Improvements are satisfactory and completed in accordance with approved Construction Plans, Mead will issue to the Developer a letter granting conditional acceptance of such Project Improvements or Site Improvements in accordance with applicable MMC provisions, including Section 16-4-130, as may be amended from time to time (“**Conditional Acceptance**”). The probation and warranty period for each of the Project Improvements and Site Improvements will begin on the date of Conditional Acceptance and shall terminate one (1) year therefrom, except that for all projects where Conditional Acceptance is granted between the dates of November 1 and April 30, the probation and warranty period shall not begin until May 1 and shall terminate one (1) year therefrom. The Parties acknowledge and agree that the date of Conditional Acceptance of the Project Improvements and Site Improvements will likely differ, and that the warranty period for each of the Project Improvements and Site Improvements will necessarily be different. Until Final Acceptance, Mead may notify Developer of any defective Improvements and Developer shall complete, repair or replace the same within thirty (30) days. In the event Developer fails to so complete, repair or replace such defective Improvements, Mead may draw upon the Project Improvements Collateral or Site Improvements Collateral, as applicable, to complete, repair or replace the same.
- B. Final Acceptance. Improvements constructed pursuant to this Agreement are eligible for Final Acceptance in accordance with the Standards no sooner than sixty (60) days prior to the end of the one (1) year warranty period and at least thirty (30) days before the end of the one (1) year warranty period. Developer shall request Final Acceptance by Mead in writing. After inspection for Final Acceptance, Mead will identify and provide a written list of deficiencies based on a physical inspection of the Improvements. Developer shall correct all deficiencies to Mead’s satisfaction within thirty (30) days from the date said deficiency list was issued, in accordance with the Standards. When all deficiencies have been corrected, Mead will issue a certificate of Final Acceptance to the Developer. Upon issuance of said certificate of Final Acceptance, all Improvements specified in said certificate shall be deemed approved and accepted by Mead, whereupon such Improvements shall be owned and maintained by Mead, Developer, or other entity as may be specifically identified in the Development Plan, Site Plan, this Agreement, or in a separate written agreement with the Town, as applicable. For any Improvements that will be owned and maintained by a metropolitan district, a homeowners association, property owners association, or any other third party, as may be specifically identified in the Development Plan, this Agreement or by separate written agreement (“**Maintenance Entity**”), Developer shall provide written evidence to the Town of the acceptance of ownership of the Improvements by the Maintenance Entity, whether by bill or sale or other written instrument. The receipt of written evidence of acceptance of ownership of said Improvements by the Maintenance Entity shall be a condition of issuance of Final Acceptance by the Town. This requirement applies to Improvements including but not limited to drainage improvements, landscaping improvements, parks and open space related improvements, when such Improvements are to be maintained by a Maintenance Entity. Upon Final Acceptance of the Project Improvements, the Project Improvements

Collateral shall be released to the Fire District. Upon Final Acceptance of the Site Improvements, the Site Improvements Collateral shall be released to the Fire District.

Section XIII. Remedies

- A. Town's Remedies. Mead's rights and remedies provided in this Agreement shall not be exclusive and are in addition to any other rights or remedies provided by contract or allowed by law. Upon breach of any provision of this Agreement by Developer beyond any notice and right to correct or complete specified herein, Mead may initiate any one or more of the following actions:
1. Delay processing of any pending land development related application;
 2. Issue stop work orders;
 3. Refuse to issue or approve any land development permit, including but not limited to, right-of-way access, street cut, over-lot grading or building permits, or certificates of occupancy;
 4. Adjust the amount or term of the Collateral, as may be appropriate;
 5. Draw from the Collateral to cover the costs associated with correcting the Developer's breach;
 6. Issue a citation to the Developer or any contractor or subcontractor for violating requirements of the MMC; and
 7. Initiate legal proceedings in any appropriate court of law.
- B. Notice and Cure. Unless a specific notice provision otherwise applies as provided elsewhere in this Agreement, the Town shall provide the Developer thirty (30) days written notice of its intent to take any action under this Section during which thirty (30) day period the Developer may cure the breach described in the notice. Notwithstanding the foregoing, if such breach and noncompliance cannot be reasonably cured within such thirty (30) day period, Developer shall be granted such additional time as is reasonably necessary provided that Developer commences in good faith to cure such breach or noncompliance within such thirty (30) day period and diligently prosecutes same to completion.

Section XIV. Responsibility for Installing Utilities and for Permitting Installation of Utilities

- A. Developer agrees to be responsible for contracting for installation of any or all utilities where required, including, but not limited to water, sewer, natural gas and electricity. The Parties agree that electrical, fiber optic, cable, and telephone service for the Development Plan shall be underground in accordance with the Standards.
- B. Subject to the Standards, Mead, as the owner of public rights-of-way and public or drainage easements depicted on the Development Plan, retains the right to issue right-of-way use permits to utility companies or to other persons, companies, corporations or organizations prior to the Final Acceptance of the Improvements.

Section XV. Construction Site Maintenance

- A. Developer shall take all reasonable steps necessary to prevent its construction activities from damaging adjacent properties, including Mead's property. If any adjacent property

is damaged or destroyed by and during the construction of the Improvements, Developer, at its own cost, shall promptly repair or replace the same to a condition similar or equal to that existing before such damage or injury.

- B. During construction, Developer shall use proper air quality control and erosion and sedimentation control and maintain streets and roads in such a manner that they may be reasonably traveled upon. If Mead determines in its sole discretion that dust emanating from the Property related to construction activities of the Site Plan or the Improvements is unacceptable, it may order measures be taken, and Developer shall comply with such order. In the event that Developer does not comply with such abatement measures within fifteen (15) days, Mead may order construction to cease until Developer has complied with such abatement measures and Developer shall so comply.

Section XVI. Maintenance and Workmanship of Improvements

- A. Developer shall keep and maintain all the Improvements in good order and condition until Mead issues a certificate of Final Acceptance pursuant to Section XII of this Agreement. Developer shall, at its cost, repair or replace any damage or destruction of the Improvements that occurs prior to such Final Acceptance by Mead, except to the extent that such damage or destruction is caused by agents or employees of Mead.
- B. Unless otherwise specified, all materials for Improvements shall be new and both workmanship and materials shall be of good quality.

Section XVII. Contractual Obligation; Other Agreements

- A. Developer agrees that the provisions and requirements of this Agreement are entered into with full knowledge, free will and without duress. Developer agrees and desires that the agreements contained herein regarding the payment of fees, installation and dedication of the Improvements, and conditions for building approvals, including the incorporation of any provision of applicable Standards, are imposed by contract, independent of the continued validity or invalidity of any of the provisions of state law or Standards. The agreements to pay fees, and construct and dedicate public improvements or provide security are reasonable and binding commitments on the part of Developer and reasonably relate to Developer's estimates of the extent and timing of impacts that are expected to occur from the development of the Property, and are in rough proportion to such impacts.
- B. The Fire District and Library District will share costs arising out of the Project Improvements as set forth in a separate agreement or agreements between the Fire District and Library District to which the Town is not a party. The Parties agree that such other agreements between the Fire District and Library District do not impact or control this Agreement, and the Town requires the completion of the Project Improvements as part of its agreement to convey the Fire Lot to Fire District and for the development of the Fire Lot in accordance with the Site Plan.

Section XVIII. Miscellaneous

- A. Section Headings. The section headings in this Agreement are inserted herein only for convenience of reference and in no way shall they define, limit or describe the scope or intent of any provision of this Agreement.

- B. Assignment and Release. This Agreement may not be assigned or delegated by the Developer without the written consent of Mead. Any such written assignment shall expressly refer to this Agreement, specify the particular rights, duties, obligations, responsibilities, or benefits so assigned, and shall not be effective unless approved by resolution of the Board of Trustees for the Town of Mead. No assignment shall release the Developer from performance of any duty, obligation, or responsibility unless such release is clearly expressed in such written document of assignment. Prior to approving any release of the Developer, Mead may, at its sole discretion, require the party assuming any duty, obligation, or responsibility of the Developer to provide to Mead written evidence of financial or other ability to meet the particular duty, obligation or responsibility being assumed by the party.
- C. Binding Effect. This Agreement shall run with the land included within the Property and shall insure to the benefit of and be binding upon the successors and assigns of the Parties hereto.
- D. Recording; Benefit. This Agreement shall be recorded with the Clerk and Recorder of Weld County, Colorado ("County Records") and shall run with the land. Developer shall pay the associated recording fee imposed by Weld County. **The Parties specifically agree that this Agreement shall only be recorded after the following conditions have been satisfied: (1) recordation of the Development Plan in the County Records, (2) recordation of the Site Plan in the County Records, and (3) recordation of the bargain and sale deed transferring the Fire Lot to the Fire District containing the Town's reversionary interests in the Fire Lot as specifically required by Section 6.d) of the IGA.**
- E. Subordination. If the Property upon which the Improvements are constructed is subject to any liens, mortgage, deed of trust or similar encumbrance, the holder of such indebtedness or encumbrance shall subordinate its interest or encumbrance to this Agreement and all its terms, conditions and restrictions.
- F. Notices. Unless otherwise provided in this Agreement, all notices, demands, or other communications required or permitted to be given hereunder will be in writing and any and all such items will be deemed to have been duly delivered upon personal delivery; or as of the fifth (5th) business day after mailing by United States mail, certified, return receipt requested, postage prepaid, addressed as follows; or as of the immediately following business day after deposit with Federal Express or a similar overnight courier service that provide evidence of receipt, addressed as follows. Any such notice shall be accompanied by email delivery to the applicable email address.

If to the Town: Town of Mead
 P.O. Box 626
 Mead, CO 80542
 Attn: c/o Town Manager
 Email: hmigchelbrink@townofmead.org

With copies to: Michow Guckenberger McAskin LLP
 5299 DTC Boulevard, Suite 300
 Greenwood Village, CO 80111
 Attn: Mead Town Attorney
 Email: mmcaskin@mgmfirm.com

If to Fire District: Mountain View Fire Protection District
Attn: Deputy Chief Jeff Webb
3561 N. Stagecoach Road
Longmont, CO 80502-0978

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

- G. Additional Documents or Action. Parties agree to execute any additional documents and to take any additional action necessary to carry out this Agreement.
- H. Waiver of Breach. The waiver by any Party to this Agreement of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any Party.
- I. Indemnification. To the extent permitted by law, Developer hereby expressly binds itself to indemnify and save harmless Mead and its officers and employees, against all suits or actions of every kind and nature brought, or which may be brought against them or any of them, or loss, cost or expense incurred by them or any of them for, or on account of, any injury or damage received or sustained by any persons, firms or corporations during the construction of the Improvements and through Final Acceptance as a result of Developer's breach of any of its obligations hereunder, or the negligent or willful misconduct of Developer or any of its employees, agents or contractors. The Parties shall also, to the extent permitted by law, indemnify and hold Mead harmless from any liability it may have on account of any change in direction, nature, quality, or quantity of historical drainage flow, resulting from the development of the Property, or from construction of streets and storm sewers within or serving the Property, or damages to the Property resulting from natural conditions including but not limited to expansive soils, geologic hazard, wildfire hazard or flood hazard, if Developer is held to be negligent. Each Party shall assert, to the fullest extent permitted by law, its immunity from suit under the Colorado Governmental Immunity Act, § 24-10-101 *et seq.* C.R.S., as well as the limitations upon liability provided herein.
- J. Contractors. Developer shall give notice of the terms of this Agreement in all contracts for construction of the Improvements and provide a copy of this Agreement to the contractors and subcontractors.
- K. Entire Agreement. This Agreement represents the entire agreement between the Parties related to the completion of the Improvements and supersedes any prior oral or collateral agreements or understandings.
- L. Term; termination; survival. This Agreement shall terminate in case of termination of the IGA in accordance with Section 8 of the IGA or the Town's exercise of its right of re-entry in accordance with IGA Section 6. Notwithstanding termination of this Agreement, if the Town has issued Development Permits to Developer and Developer has provided Collateral, the Town may draw on the Collateral to restore the Property to a safe condition, which may include but is not limited to regrading, seeding, and erosion control, to be

determined and completed at the Town's sole discretion ("Restoration"). Upon completion of the Restoration, if any, and after the effective date of termination of the IGA, the Town shall return to Developer any remaining funds and release the Collateral.

- M. Survival. The provisions of Section X (Collateral), Section XIII (Remedies), and Section XVIII (Miscellaneous) shall survive the expiration or termination of this Agreement.
- N. Amendment. This Agreement may be amended only by an instrument in writing signed by the Parties.
- O. No Third Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Mead and the Developer, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third person on such Agreement. It is the express intention of Mead and Developer that any person other than Mead or Developer and their successors and assigns receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
- P. Governing Law, Venue and Enforcement. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising from this Agreement shall lie with any appropriate court within Weld County, Colorado. The Parties agree and acknowledge that this Agreement may be enforced at law or in equity, including an action for damages or specific performance.
- Q. Authorization of Parties' Representative. The undersigned hereby represent that they serve as representatives of the Party for which they have executed this Agreement and are fully authorized to execute this Agreement on behalf of such party.
- R. Compliance with Law. Developer, in developing the Property and constructing the Improvements herein described, shall fully comply with all applicable rules, regulations, standards, and ordinances of Mead and other governmental agencies and bodies having jurisdiction over the Project in effect at the time of construction.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

This Agreement shall be effective for all purposes on and after the Effective Date.

MOUNTAIN VIEW FIRE PROTECTION DISTRICT:

Laura McConnell, Board President

Date of execution: _____, 2025

ATTEST:

Cole Lathrop, Secretary

TOWN OF MEAD

By: _____
Helen Migchelbrink, Town Manager, *authorized*
pursuant to Ordinance No. _____

Date of execution: _____, 2025

ATTEST:

REVIEWED BY:

By: _____
Town Clerk

By: _____
Town Attorney

EXHIBIT A

Project Improvements

All applicable “Public Improvements” identified in Section 2 of the IGA and as shown and identified in the attachments to this **Exhibit A**.

EXHIBIT A-1

PROJECT IMPROVEMENTS ECE
[attached]

EXHIBIT B

SITE IMPROVEMENTS

[attached]

EXHIBIT B-1

SITE IMPROVEMENTS ECE
[attached]

EXHIBIT C
FORM OF LETTER OF CREDIT

IRREVOCABLE LETTER OF CREDIT

[insert Letter of Credit on Bank letterhead prior to executing]

Town of Mead
441 Third Street
Mead, CO 80542
Attn: Town Treasurer

Number: _____
Date: _____
Expiration: _____, 202__

DEAR SIR OR MADAM:

[NAME OF BANK] ("BANK") HEREBY ESTABLISHES IN FAVOR OF THE TOWN OF MEAD, COLORADO ("BENEFICIARY"), FOR THE ACCOUNT OF _____, A _____ (*INSERT TYPE OF ENTITY*) ("CUSTOMER"), AN IRREVOCABLE LETTER OF CREDIT IN THE AMOUNT OF _____ DOLLARS (\$XXX,XXX) AVAILABLE BY IMMEDIATE PAYMENT UPON PRESENTATION AT BANK'S OFFICE AT **[BANK'S ADDRESS]** OF BENEFICIARY'S SIGHT DRAFT(S) IN AN AMOUNT NOT EXCEEDING \$XXX,XXX, AND EACH SIGHT DRAFT MUST BEAR THE REFERENCE: "DRAWN ON **[BANK]** IRREVOCABLE LETTER OF CREDIT NO. _____, DATED _____ [ISSUE DATE]."

IN ADDITION, THE BENEFICIARY'S SIGHT DRAFT(S) MUST BE ACCOMPANIED BY A COPY OF THIS IRREVOCABLE LETTER OF CREDIT, CERTIFIED BY THE TOWN MANAGER OR HIS OR HER DESIGNEE TO BE A TRUE AND COMPLETE COPY OF THIS IRREVOCABLE LETTER OF CREDIT. UPON PRESENTATION OF SUCH SIGHT DRAFT AND CERTIFIED COPY OF THIS IRREVOCABLE LETTER OF CREDIT IN COMPLIANCE WITH THE TERMS CONTAINED HEREIN, BANK SHALL HONOR THE ACCOMPANYING SIGHT DRAFT(S) AND SHALL NOT BE REQUIRED TO DETERMINE QUESTIONS OF FACT OR LAW BETWEEN BENEFICIARY AND CUSTOMER.

THIS IRREVOCABLE LETTER OF CREDIT SETS FORTH THE FULL UNDERSTANDING OF THE PARTIES HERETO AND BANK HEREBY PROMISES TO BENEFICIARY THAT ANY DRAFTS DRAWN UNDER OR IN SUBSTANTIAL COMPLIANCE WITH THE TERMS OF THIS IRREVOCABLE LETTER OF CREDIT WILL BE DULY HONORED IF PRESENTED TO **[BANK]** ON OR BEFORE _____ [EXPIRATION DATE] (THE "EXPIRATION DATE"), OR ANY AUTOMATICALLY EXTENDED EXPIRATION DATE.

PARTIAL AND MULTIPLE DRAWINGS ARE PERMITTED UNDER THIS LETTER OF CREDIT.

THIS IRREVOCABLE LETTER OF CREDIT IS NONTRANSFERABLE.

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ADDITIONAL PERIODS OF ONE (1) YEAR FROM THE PRESENT OR ANY AUTOMATICALLY EXTENDED EXPIRATION DATE THEREOF, UNLESS AT LEAST SIXTY (60) DAYS PRIOR TO ANY SUCH DATE, BANK SHALL SEND BENEFICIARY NOTICE BY REGISTERED MAIL OR COURIER OR HAND DELIVERED

NOTIFICATION AT THE ABOVE ADDRESS THAT BANK HAS ELECTED NOT TO CONSIDER THIS LETTER OF CREDIT EXTENDED FOR ANY SUCH ADDITIONAL PERIOD.

UPON RECEIPT BY BENEFICIARY OF SUCH NOTICE OF NON-EXTENSION, BENEFICIARY MAY DRAW ON THIS LETTER OF CREDIT FOR AN AMOUNT NOT TO EXCEED THE THEN AVAILABLE AMOUNT UNDER THE LETTER OF CREDIT WITHIN THE THEN-APPLICABLE EXPIRATION DATE, BY PRESENTATION OF BENEFICIARY'S SIGHT DRAFT ACCOMPANIED BY A COPY OF THIS IRREVOCABLE LETTER OF CREDIT, CERTIFIED BY THE TOWN CLERK OR HIS OR HER DESIGNEE TO BE A TRUE AND COMPLETE COPY OF THIS LETTER OF CREDIT. UPON PRESENTATION OF SUCH SIGHT DRAFT AND CERTIFIED COPY OF THIS IRREVOCABLE LETTER OF CREDIT IN COMPLIANCE WITH THE TERMS CONTAINED HEREIN, BANK SHALL HONOR THE ACCOMPANYING SIGHT DRAFT(S) AND SHALL NOT BE REQUIRED TO DETERMINE QUESTIONS OF FACT OR LAW BETWEEN BENEFICIARY AND CUSTOMER.

DEMANDS FOR PAYMENT OR DRAWINGS BY THE BENEFICIARY HEREUNDER MAY BE PRESENTED BY FACSIMILE/TELECOPY ("FAX") TO FAX NUMBER _____ UNDER TELEPHONE ADVICE TO _____ OR _____. SUCH FAX PRESENTATION(S) MUST BE RECEIVED ON OR BEFORE THE EXPIRATION DATE (OR ANY AUTOMATICALLY EXTENDED EXPIRATION DATE) IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT.

DEMANDS FOR PAYMENT OR DRAWINGS BY THE BENEFICIARY UNDER THIS LETTER OF CREDIT SHALL ALSO BE DEEMED TIMELY MADE IF PRESENTED BY EXPRESS, CERTIFIED OR REGISTERED MAIL OR COURIER, TO THE BANK AT THE BANK'S ADDRESS SET FORTH ABOVE, OR BY HAND DELIVERY TO BANK AT OUR ADDRESS ABOVE, OR BY FAX AS SET FORTH ABOVE ON OR BEFORE THE EXPIRATION DATE.

THIS IRREVOCABLE LETTER OF CREDIT IS SUBJECT TO THE MOST RECENT EDITION OF THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS PUBLISHED BY THE INTERNATIONAL CHAMBER OF COMMERCE.

THE FORUM FOR ALL DISPUTES REGARDING THIS LETTER OF CREDIT SHALL BE THE DISTRICT COURT FOR THE COUNTY OF WELD, STATE OF COLORADO.

VERY TRULY YOURS,

[NAME OF BANK]

Signature: _____

Name (printed): _____

Title: _____

Email address: _____

Telephone: _____



BOARD OF TRUSTEES

Regular Session Agenda

Monday, June 16, 2025

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 17, 2025 Regular and Executive Sessions 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 Facilities Master Plan (Action) - Dr. Matthew Hортt, HPLD Executive Director and Wember, Inc.
- 2.3 Strategic Plan Updates (Information) - Dr. Matthew Hортt, HPLD Executive Director
 - a. Construction Updates

3.0 DIRECTORS REPORT

- 3.1 Review Draft Agenda – Dr. Matthew Hortt, HPLD Executive Director
 - a. July 21, 2025 RS
- 3.2 District Updates – Dr. Matthew Hortt, HPLD Executive Director

4.0 BOARD COMMENTS

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

5.0 ADJOURNMENT

Upcoming meetings:

July 21, 2025 at 5:00p.m.: HPLD Board of Directors Meeting - Regular Session
Hudson Public Library, 100 S. Beech Street, Hudson, CO 80642

1

GOALS

GOAL

Goal

Board only updates

*Provide updates to the Board

NEW James Melena:

What's Happened in the last 30 days?:

- Summer Reading design, translation, distribution
- Greeley Philharmonic mental health/cello partnership
- State library seed packet distribution

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

- Continued Summer reading program design and distribution
- Continued ADA website work

05/06/2025

NEW Susan Staples:

What's Happened in the last 30 days?:

- Support of all strategic plan items (Farr refresh, CVR refresh, CVR and Farr new building access in place, Admin building, Hill and Park)
- Children's experience area - addressing break fix. Met with electrical.
- Erie - core equipment refresh
- Standards and Support - expanded communication . Mtg room computer, video support standard finalized.
- 2025 continuous improvement (post staff day) launched
- All client equipment - orders in process. Testing. Sign off pending.
- Smartbadge refresh and retraining - CVR (support building access integration)

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

- Final turnover and training for Farr, CVR hybrid meetings

- Installation of final displays for Farr, CVR including xbox installation for CVR
- Continued support of all strategic plan items
- Expansion of refresh test installations
- Finalize remaining Smartbadge distribution schedule
- Continued work on monthly learning topics

05/05/2025

NEW Eric Ewing:

What's Happened in the last 30 days?: Employees- 300*

Open Positions - 5

Job Applications Received - 125

New Hires - 4

Resignations - 0

Training Requests - 52

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

What's Coming Up in the next 30 days?: -MVV staff engagement

05/01/2025

NEW Elena Rosenfeld:

What's Happened in the last 30 days?: Engaged Librarians Programming – the Collaboration between Aims, HPLD, and UNC Libraries continues. A program proposal has been submitted for the Tri-Conference being hosted by the North Dakota, South Dakota, and Mountain Plains library associations. If approved, this may lead to Elena Rosenfeld attending a conference in October with Aims Community College's Carol Satersmoen and UNC Libraries' Annie Epperson.

Status of Colorado's Grant to Publicly Funded Libraries – The Long Bill [SB25-26, the Long Appropriations Bill](#) was submitted to the Governor on April 25th. If approved as submitted, At this time, it looks like the funding for State Library services and the grant to publicly funded libraries stayed in place.

Collective Impact Work – Elena Rosenfeld partnered with Olivia Egen from the Weld County Department of Public Health and Environment to present an Acts of Connection workshop for the Fort Lupton Public and School Library Staff.

Elena also participated in an evaluation process to assess fund distribution between grant requests submitted to United Way of Weld County.

What's Coming Up in the next 30 days?: Formal Closure of St Vrain Valley School ID project – as staff and priorities at St Vrain Valley School District have transitioned, the process to have students use their Student IDs as HPLD library cards has reached its conclusion as of the end of this school year.

04/29/2025

NEW Rebecca Libersat:

What's Happened in the last 30 days?:

- Collection Resources resumed ordering with our new delivery address, beginning with pending orders submitted by the member libraries. We are now back on our regular schedule, and new materials are arriving.
- Coordinated state grant spending with member libraries, Friends & Foundation, and Finance.
- Courier services are operating with LINC as the distribution hub.
- Specialty checkout and ILL are operating from the temporary office on 10th Street.

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

- Finalize State Grant spending.
- Coordinate review of annual periodical renewals.
- Resume work on new Collection Maintenance training.

04/28/2025

NEW Natalie Wertz:

What's Happened in the last 30 days?:

- CPE
- GFOA WPFN mentoring program
- individual coaching session for SLT retreat
- work with Public Trust Advisors on investment portfolio
- year-end work with auditors
- interviews and selection of Accounting Technician Temp to fill in while Hannah is on leave
- HPLDF&F board meeting May 5
- vacation May 16 through May 23

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

- Presenting HPLD ACFR (Annual Comprehensive Financial Report) at June 16 board meeting
- orientation and training for Accounting Technician Temp
- CPE
- GFOA WPFN mentoring program
- work on SOPs
- work with Public Trust Advisors on investment portfolio
- work on 2026 budget
- vacation May 16 through May 23

04/25/2025

NEW Niamh Mercer:

What's Happened in the last 30 days?:

- Continued work on Get Connected
- Library Giving Day
 - Raised \$1,825.50
- F&F Board committee meetings
- Opened Annual Request for Funding Support Form

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

- Q2 F&F Board Meeting 5/5 at 4pm
- Innovation Luncheon marketing begins
- State Grants to Libraries support
- Continued Get Connected work
- Working with Volunteer Coordinators on Volunteer Background Check Policy

04/23/2025

NEW Rita Kadavy:

What's Happened in the last 30 days?: Art Wall Policy and Procedure update to staff
All Staff meeting 4/23/25 – Shared Riverside Goal in support of strategic Initiatives.

2025 Goal – Enhancing Customer Service at Riverside Library in Support of 2025 Strategic Initiatives

Focus Areas:

- **Literacy – Reading and Writing:** Continue supporting adults in improving their reading and writing skills, starting with English and gradually expanding to other languages.
- **Job & Career Literacy (Workforce Development):** Enhance efforts to help community members develop essential skills for employment and career advancement.
- **Early Literacy:** Support early childhood literacy initiatives to build a strong foundation for lifelong learning.

Patrons are utilizing our drive-up window more

Interviewing for 40 hour LA position

ReadCon Event – 4/11/25 – 100 attendees and feedback from attendees was very positive. Looking forward to planning the 2026 event. ReadCon report sent to Foundation.

PIC training at Farr

Met Leslie Turnage the new Evans Chamber director who is now residing in our location at Riverside library and gave her a tour of the facility. Attended the Evans Business after hours event at the Greeley Stampede.

What's Coming Up in the next 30 days?: Meeting with City of Evans Maintenance
Meeting with City of Evans Recreation Department – Summer Day camp to visit library