



Agenda

Call to Order

Roll Call

Review of Agenda

Public Input

Individuals wishing to participate in Public Invited to be Heard (non-agenda item) are requested to indicate a desire to participate in the Zoom chat box. When you are recognized: unmute, state your name and address, and then speak to the Board of Trustees. Individuals wishing to speak during the Public Invited to be Heard or during Public Hearing proceedings are encouraged to be prepared and individuals will be limited to three (3) minutes.

Director's Report - Ann Kling, Director

- Communication
- Monthly Statistics

Personnel Report - Rochelle Brotsky

Treasurer's Report- Ron Dunworth

Friends & Foundation Report - Rochelle Brotsky

Reports of the Liaisons

Reports of the Board Members

Old Business

- Approve Minutes of the April 29, 2021 Meeting (Action)
- Facilities Plan Update (Information) - Ann Kling, Director

New Business

- Presentation on the Weld RE4 School Bond - Dan Seegmiller, Superintendent and Jason Seybert, Chief Operating Officer
- Summer Adventure Program Update (Information) - Casey Lansinger-Pierce, Public Services Manager
- Emergency Closing Policy (Action) - Ann Kling, Director
- Review of Bylaws (Information) - Ann Kling, Director
- Approval of Web Design Contract (Action) - Katie Messerli, Communications Specialist & Bud Hunt - IT & Technical Services Manager

Executive Session

An Executive Session Pursuant to C.R.S. § 24-6-402 (4)(e)(I) for the Purpose of Determining Positions Relative to Matters that may be Subject to Negotiations; Developing Strategy for Negotiations; and Instructing Negotiators with Respect to potential real estate transactions, Intergovernmental Agreements and potential negotiations with financial brokers.



Board of Trustees Regular Meeting

May 27, 2021 • 5:30 p.m.

Zoom — clearviewlibrary.org/event/5098865

Upcoming Agenda

Adjourn

Upcoming Meetings

- Long Range Planning Committee, 1 p.m. Wednesday, June 9 (Hybrid, via Zoom)
- Board of Trustees Regular Meeting, 5:30 p.m., Thursday, June 24 (Hybrid, via Zoom)

The Clearview Library District will make reasonable accommodations for access to library services, programs, and activities and will make special communication arrangements for persons with disabilities. Please call 970-686-5603 by noon on the business day prior to the meeting to make arrangements.



Director's Report - April 2021

Districtwide Update - Director Ann Kling

Highlights

- The annual Clearview Reads, Kathy Murphy Author Talk was held on Saturday, April 24, 2021. This annual collaboration between the Clearview Library District Friends and Foundation and the library district was funded by Vince Murphy, husband of former Library Director, Kathy Murphy. Ms. Hillerman, who is a staunch advocate for libraries, entertained listeners with stories of her late father, Tony Hillerman and her decision to continue his series. The Nancy Drew scavenger hunt and mystery dinner events offered by the Friends and Foundation were a big hit in the community.
- The Towns of Severance and Windsor and the Weld RE4 School Board issued proclamations for National Library Week, April 11-17.
- Communications is working with Public Services on marketing / communications for Summer Adventure Program 2021: Tales & Tails.
- Communications has migrated to a new email platform, Patron Point. The new service will allow for better communication to patrons, as well as data reports to help the district refine our communications efforts.
- The library district stopped quarantining materials that were returned and all book drops internal and external were opened to accept returns.

Opportunities

- Communications has returned to its branding update work. Updates to the district's visual look and feel will begin rolling out in June.
- Ann Kling and Katie Messerli began presentations to various organizations on the Facilities Plan, beginning with the Town of Windsor and Town of Severance.
- Communications and IT & Technical Services continue to progress on the website redesign project. Ten firms responded to the district's RFP; two were selected for final interviews. The team looks to engage an agency for web development support by the end of May.
- New School Board member, Lance Nichols, toured the Windsor Severance Library and met with Ann Kling to get a better understanding of the needs of the library district.

Challenges

- Changes in the state public health order on April 15 turned much of the control over safety precautions to the counties. Weld County has taken a "Personal Responsibility" stand on regulation of businesses and individuals. The library district determined that masks would still be required by both employees and the public; however, the age required for wearing a mask was raised to age 11 in keeping with state guidelines.



Personnel

- The job description for the position formerly held by Librarian Michael Ross was revised and the position was posted. Interviews will be held in May.

Board of Trustees Meeting Highlights - March, 2021

- The Facilities Plan was approved.
- The 2020 Impact report was approved.
- Strategic Plan Update

Public Services Update - Public Services Manager Casey Lansinger-Pierce

Highlights

- The Public Services staff implemented mystery-themed programming throughout the month of April in anticipation of Clearview Reads, in which we celebrated the 90th anniversary of Nancy Drew and welcomed mystery writer Anne Hillerman. Of the programs in which we interacted with patrons directly (as opposed to programs offered virtually on our YouTube channel) we saw over 80 patrons.
- The Mobile Services team attended United Way's Diversity Day event in Greeley. This event was contactless; we passed out take and make kits as people drove by in their cars. The kits we handed out celebrated diverse music from around the world with make-your-own-music makers. We included library information about programs/services in each kit, too. Overall we gave out 300 kits and saw over 1300 people in cars (that's 1300 additional people exposed to the library!).

Opportunities

- Amy McFadden offered teens the opportunity to get to know our local fire department through April's Teen Cooking Challenge. Our good friend Rebecca Clark, Life Safety Educator with WSFR, joined the teens directly from the fire house (virtually) and walked the teens through making a big batch of spaghetti for the firefighters. Rebecca also talked to the teens about her job and offered the teens a virtual tour of the fire station.

Challenges

- We experienced staffing challenges in April in Children Services with one staff member out of the office and an already short staffed department. Thankfully, members from other public service departments were able to step in and cover on short notice.



IT & Technical Services Update - IT & Technical Services Manager Bud Hunt

Highlights

- Made significant progress on internal planning and training for our new ticketing platform, including some role and process creation to help us work through complex internal tasks.
- Continued attention to our website redesign project has helped us to better understand patron and staff confusion with our catalog - and has led to several small improvements.
- The completion of the Long Range Planning process has given IT and Technical Services staff needed clarity on future projects.
- Posting our Library Instructional Technologist position has led to considerable early interest.

Opportunities

- Bringing our customer service team and our communications team onto a common ticketing platform will improve communication and decrease confusion.
- We look forward to dusting off our Explore Kits and returning them to circulation.

Challenges





- We seem to have some additional capacity needs as an organization that we have highlighted through our growth and planning processes.

Resource of the Month

Summer Adventure Program 2021: Tales & Tails




<https://clearviewlibrary.org/sap>

- Each year, libraries across the nation hold summer reading programs. These programs result in tangible benefits that can have a lifelong impact, including [increased reading and comprehension skills](#), [closure of achievement gaps](#), and [developed interest in and a habit of reading](#).
- According to the Colorado Department of Education, "[Reading just four to six books over the summer has the potential to prevent a decline in reading achievement scores from the spring to the fall.](#)"
- The program includes five hands-on activities or reading challenges to complete from June 1 - July 30, as well as programs — all centered around animals and stories. Each activity or book completed will increase the chance to win prizes.
- Summer Adventure Program is open to all ages, with challenges and prizes tailored to each specific age group.

Patrons Served			
Metric	Change From Last Month	Change From This Month Last Year	Sparklines (data since Jan 2019)
Library 7,653	2.93%	No data	
Bookmobile 701	37.99%	No data	
Outreach 300	1,263.64%	No data	
Total Patrons 8,654	8.65%	No data	

Select a date to see that month's data. Cumulative data is shown until a date is selected.

Month ▾
Apr 2021
Mar 2021
Feb 2021
Jan 2021
Dec 2020
Nov 2020
Oct 2020
Sep 2020
Aug 2020
Jul 2020
Jun 2020
May 2020
Apr 2020
Mar 2020

Circulation			
Metric	Change From Last Month	Change From This Month Last Year	Sparklines (data since Jan 2019)
Physical Circs 28,234	-9.00%	2,436.75%	
Digital Circs 8,860	-8.90%	-17.54%	
Database Usage 2,050	63.74%	-25.56%	

For more detailed information, please visit <https://clearviewlibrary.org/data>



Programs			
Metric	Change From Last Month	Change From This Month Last Year	Sparklines (data since Jan 2019)
Program Attendees 809	-31.90%	No data	N/A
Total Programs 72	-19.10%	30.91%	
Waitlisted People 66	4.76%	1,000.00%	
Waitlisted Programs 9	-43.75%	800.00%	

Select a date to see that month's data. Cumulative data is shown until a date is selected.

Month ▾
Apr 2021
Mar 2021
Feb 2021
Jan 2021
Dec 2020
Nov 2020
Oct 2020
Sep 2020
Aug 2020
Jul 2020
Jun 2020
May 2020
Apr 2020
Mar 2020

Cardholders			
Metric	Change From Last Month	Change From This Month Last Year	Sparklines (data since Jan 2019)
Active Cardholders 3,892	-0.05%	1,456.80%	
New Cardholders 145	-17.61%	51.04%	

Website Stats			
Metric	Change From Last Month	Change From This Month Last Year	Sparklines (data since Jan 2019)
Pageviews 19,034	0.18%	44.16%	

For more detailed information, please visit <https://clearviewlibrary.org/data>



**Clearview Library District
Treasurer's Report For**

4/30/2021

Current Assets

Checking/Savings/Cash		3/31/2021	4/30/2021	Change +/-
1010 - Petty Cash	\$	149.05	\$ 149.05	\$ -
1015 - Cash on Hand	\$	433.30	\$ 433.30	\$ -
1033 - ColoTrust LT Bldg 8004	\$	2,995,065.05	\$ 2,995,206.43	\$ 141.38
1034 - Colo Trust Gen Fund Res 8005	\$	1,000,036.66	\$ 1,000,083.87	\$ 47.21
1038 - Colo Trust Operating Fund 8003	\$	1,995,835.15	\$ 3,963,473.30	\$ 1,967,638.15
1040 - Colo Trust Capital Fund-8001	\$	220,228.35	\$ 220,238.71	\$ 10.36
1053 - Bank of Colorado--Checking	\$	162,669.54	\$ 155,454.48	\$ (7,215.06)
Total Checking/Savings		6,374,417.10	\$ 8,335,039.14	\$ 1,960,622.04

March 2021 Close	\$	6,374,417.10
April 2021 Close	\$	8,335,039.14
Month To Month Change	\$	1,960,622.04

THINGS YOU SHOULD KNOW

GENERAL INFORMATION

Property Tax scheduled for 2021	\$	4,655,562.00
Payment recd year to date for Property Tax	\$	3,436,448.00
Percent Recd.		73.81%
2020 Delinquent Tax Due	\$	766,823.00
Payment of Delinquent Property Tax for 2020	\$	760,920.00
Interest on Delinquent Property Tax	\$	80,095.00

CLEARVIEW LIBRARY DISTRICT
Balance Sheet
As of April 30, 2021

	Apr 30, 21
ASSETS	
Current Assets	
Checking/Savings	
1010 · Petty Cash	149.05
1015 · Cash on Hand	433.30
1033 · ColoTrust LT Bldg 8004	2,995,206.43
1034 · Colo Trust Gen Fund Res 8005	1,000,083.87
1038 · Colo Trust Operating Fund 8003	3,963,473.30
1040 · Colo Trust Capital Fund-8001	220,238.71
1053 · Bank of Colorado--Checking	155,454.48
Total Checking/Savings	8,335,039.14
Accounts Receivable	
1200 · Accounts Receivable	527.66
Total Accounts Receivable	527.66
Other Current Assets	
1150 · Delinquent Property Tax	6,294.11
1151 · Current Prop. Taxes Rec.	4,850,856.00
1170 · Prepaid Expenses	72,766.44
Total Other Current Assets	4,929,916.55
Total Current Assets	13265483.35
Other Assets	
1250 · Land	1,037,824.00
1255 · Land Improvements	146,656.00
1260 · Building & Improvement	3,166,664.27
1270 · Furniture and Equipment Asset	854,924.37
Total Other Assets	5,206,068.64
TOTAL ASSETS	18471551.99
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · *Accounts Payable	91,213.96
Total Accounts Payable	91,213.96
Other Current Liabilities	
2100 · Fed W/H. Taxes Payable	861.71
2101 · Payroll Liabilities	22.99
2110 · Pera Payable (Employee)	106.56
2111 · Pera Payable (Library)	-98.77
2112 · Employee Health Insurance Pa...	1,550.01
2200 · Deferred Revenue - Property	4,850,856.00
2210 · Deferred Revenue - Grant	-12,239.01
Total Other Current Liabilities	4,841,059.49
Total Current Liabilities	4,932,273.45
Long Term Liabilities	
2850 · Invest. in Gen. Fixed Assets	6,038,354.43
Total Long Term Liabilities	6,038,354.43
Total Liabilities	10970627.88

05/19/21

CLEARVIEW LIBRARY DISTRICT
Balance Sheet
As of April 30, 2021

	<u>Apr 30, 21</u>
Equity	
2860 · 2000 Fund Balance	2,289,503.00
2862 · TABOR Requirement	81,280.00
3900 · Retained Earnings	1,675,218.89
Net Income	3,454,922.22
Total Equity	<u>7,500,924.11</u>
TOTAL LIABILITIES & EQUITY	<u><u>18471551.99</u></u>

CLEARVIEW LIBRARY DISTRICT
Balance Sheet Prev Year Comparison
As of May 19, 2021

	May 19, 21	May 19, 20	\$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
1010 · Petty Cash	149.05	161.19	-12.14	-7.5%
1015 · Cash on Hand	433.30	433.30	0.00	0.0%
1033 · ColoTrust LT Bldg 8004	2,995,206.43	1,560,996.76	1,434,209.67	91.9%
1034 · Colo Trust Gen Fund Res 8005	1,000,083.87	678,043.74	322,040.13	47.5%
1038 · Colo Trust Operating Fund 8003	3,963,473.30	1,564,843.85	2,398,629.45	153.3%
1040 · Colo Trust Capital Fund-8001	220,238.71	219,705.51	533.20	0.2%
1053 · Bank of Colorado--Checking	68,479.90	61,653.37	6,826.53	11.1%
Total Checking/Savings	8,248,064.56	4,085,837.72	4,162,226.84	101.9%
Accounts Receivable				
1200 · Accounts Receivable	527.66	0.00	527.66	100.0%
Total Accounts Receivable	527.66	0.00	527.66	100.0%
Other Current Assets				
1150 · Delinquent Property Tax	6,294.11	6,232.00	62.11	1.0%
1151 · Current Prop. Taxes Rec.	4,850,856.00	4,850,856.00	0.00	0.0%
1170 · Prepaid Expenses	73,836.44	82,560.17	-8,723.73	-10.6%
Total Other Current Assets	4,930,986.55	4,939,648.17	-8,661.62	-0.2%
Total Current Assets	13179578.77	9,025,485.89	4,154,092.88	46.0%
Other Assets				
1250 · Land	1,037,824.00	1,037,824.00	0.00	0.0%
1255 · Land Improvements	146,656.00	146,656.00	0.00	0.0%
1260 · Building & Improvement	3,166,664.27	3,166,664.27	0.00	0.0%
1270 · Furniture and Equipment Asset	854,924.37	854,924.37	0.00	0.0%
Total Other Assets	5,206,068.64	5,206,068.64	0.00	0.0%
TOTAL ASSETS	<u>18385647.41</u>	<u>14231554.53</u>	<u>4,154,092.88</u>	<u>29.2%</u>
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
2000 · *Accounts Payable	-104.10	5,958.69	-6,062.79	-101.8%
Total Accounts Payable	-104.10	5,958.69	-6,062.79	-101.8%
Credit Cards				
Pinnacle Bank - Casey 2011	0.00	-149.00	149.00	100.0%
Total Credit Cards	0.00	-149.00	149.00	100.0%
Other Current Liabilities				
2100 · Fed W/H. Taxes Payable	861.71	0.00	861.71	100.0%
2101 · Payroll Liabilities	22.99	0.00	22.99	100.0%
2110 · Pera Payable (Employee)	106.56	0.00	106.56	100.0%
2111 · Pera Payable (Library)	-98.77	0.00	-98.77	-100.0%
2112 · Employee Health Insurance Pa...	1,550.01	1,992.75	-442.74	-22.2%
2200 · Deferred Revenue - Property	4,850,856.00	4,850,856.00	0.00	0.0%
2210 · Deferred Revenue - Grant	-12,239.01	-9,407.00	-2,832.01	-30.1%
Total Other Current Liabilities	4,841,059.49	4,843,441.75	-2,382.26	-0.1%
Total Current Liabilities	4,840,955.39	4,849,251.44	-8,296.05	-0.2%
Long Term Liabilities				
2850 · Invest. in Gen. Fixed Assets	6,038,354.43	6,038,354.43	0.00	0.0%
Total Long Term Liabilities	6,038,354.43	6,038,354.43	0.00	0.0%
Total Liabilities	10879309.82	10887605.87	-8,296.05	-0.1%

CLEARVIEW LIBRARY DISTRICT
Balance Sheet Prev Year Comparison
As of May 19, 2021

	<u>May 19, 21</u>	<u>May 19, 20</u>	<u>\$ Change</u>	<u>% Change</u>
Equity				
2860 · 2000 Fund Balance	2,289,503.00	2,289,503.00	0.00	0.0%
2862 · TABOR Requirement	81,280.00	81,280.00	0.00	0.0%
3900 · Retained Earnings	1,675,218.89	251,374.54	1,423,844.35	566.4%
Net Income	3,460,335.70	721,791.12	2,738,544.58	379.4%
Total Equity	<u>7,506,337.59</u>	<u>3,343,948.66</u>	<u>4,162,388.93</u>	<u>124.5%</u>
TOTAL LIABILITIES & EQUITY	<u>18385647.41</u>	<u>14231554.53</u>	<u>4,154,092.88</u>	<u>29.2%</u>

Clearview Library District

Revenue and Expenditures

Apr-21

Row Labels	Apr 21 Actual	2021 Actual	2021 Budget	% of Budget Used
Revenue				
General property tax	\$2,170,788	\$3,436,448	\$4,652,026	74%
Other revenue	\$11,690	\$861,783	\$47,407	1818%
Specific ownership tax	\$18,912	\$77,210	\$210,000	37%
Revenue Total	\$2,201,390	\$4,375,440	\$4,909,433	89%
Expense				
Bookmobile costs	\$148	\$784	\$25,400	3%
Building costs	\$9,862	\$24,938	\$108,500	23%
Capital outlays	\$3,490	\$4,475	\$304,000	1%
County treasurer's fee	\$32,720	\$64,354	\$69,780	92%
Electronic Databases	\$1,669	\$4,340	\$27,000	16%
Materials/periodicals	\$22,032	\$80,173	\$343,500	23%
Operating supplies	\$4,330	\$8,399	\$40,000	21%
Other Expenses	\$8,960	\$30,789	\$268,442	11%
Programming	\$2,495	\$7,504	\$58,000	13%
Public relations	\$347	\$3,509	\$67,915	5%
Related expenses	\$32,981	\$133,535	\$473,918	28%
Salaries	\$124,354	\$506,452	\$1,727,478	29%
Software/tech support	\$8,061	\$40,423	\$95,500	42%
Expense Total	\$251,448	\$909,676	\$3,609,433	25%
Net Income	\$1,949,941	\$3,465,765	\$0	
Transfer to Reserve Funds		\$0	\$1,300,000	0.00%
Transfers Total		\$0	\$1,300,000	0%



Draft Minutes(Unapproved)

Call to Order

President Kendra Adams called the meeting to order at 5:30 pm.

Roll Call

Present: President Kendra Adams, Vice-President Rochelle Brotsky, Treasurer Ronald Dunworth, Secretary Brian Lampe, Board Member Ron Clark, Board Member/Town of Severance Liaison Frank Baszler, Weld RE-4 School District Liaison Lance Nichols, and Attorney William Garcia.

Absent: Town of Windsor Scott Charpentier

Staff: Director Ann Kling, IT/Tech Services Manager Bud Hunt, Public Services Manager Casey Lansinger-Pierce, Communications Specialist Katie Messerli, and Tech Services Natalie Wagner

Review of Agenda

Director Kling asked to move the 5th item of new business, Review of the By-laws, to the May Board of Trustees Regular Meeting on Thursday, May 27, 2021.

Motion by Ron Clark, second by Rochelle Brotsky, to move Review of the By-laws to the May Board of Trustees Regular Meeting; motion passed unanimously.

Public Input

Attorney Bill Garcia, from Greeley, stated that he and his family had a wonderful time participating in the Friends and Foundation Nancy Drew events and Anne Hillerman author talk.

Director's Report - Ann Kling, Director

No questions at this time regarding the Director's Report.

- Communication
 - Director Kling reported that there was no communication for this month.
- Monthly Statistics
 - Director Kling reported on statistics and added in comparisons from this month last year due to the COVID -19 closure.

Personnel Report - Rochelle Brotsky, Vice President

Nothing additional to report at this time.

Treasurer's Report- Ronald Dunworth, Treasurer

Ronald reported that he has reviewed how to present the Treasurer's report to make it easy to read for everyone, and presented in a new layout. Ronald reminded folks to review the Treasurer's Report in the board packet, as it is always in there and up to date. Ronald talked about the Property Tax for 2021 and the 2020 Delinquent Tax that was received with interest. Kendra remarked that she liked the new layout and thanked Ronald. Ronald said if there is any further feedback, to please let him know.

Motion by Rochelle Brotsky, second by Ron Clark, to accept the Treasurer's Report as presented for March 2021; motion passed unanimously.

Friends & Foundation Report - Rochelle Brotsky, Vice-President

Rochelle reported that the most recent meeting was held just before the Author Talk event. Rochelle shared that the writing contest was a success with 9 entries and the winner will be showcased on the library district's website. The Friends and Foundation board is trying to stagger the end dates of the board members that are retiring. The Friends and Foundation is looking for new board members. Kendra asked if board members would like to join the Friends and Foundation, to please do so. Director Kling suggested finding additional board members to represent the town of Severance; there is currently only one representative from Severance.

Reports of the Liaisons

Town of Windsor: Scott Charpentier absent.

Town of Severance: Frank Baszler reported that the Mayor of Severance has resigned, and for now there is a 6-member board until election. This is the Home Rule election, in addition is the vote for a new Mayor. Ronald asked how one would get on the ballot to be Mayor of Severance. Frank replied with all the steps it takes to do so.

Weld RE-4 School District: Lance Nichols reported that they have been very busy with meetings, budget talks, and salary negotiations. The Governor's budget is looking better than previously thought. The district will be adding more school bus drivers, and the board is very happy about that. Superintendent Dan Seegmiller and Chief Operating Officer Jason Seybert have been presenting on the Bond Initiative throughout the community. Weld RE-4 School District is moving forward with the bond. The district has seen some spikes with COVID; they continue to monitor. Most teachers are already vaccinated and will not have to participate in quarantines anymore. WHS graduation is scheduled for May 22nd at The Ranch, in-person, only 2 people per student (per Larimer County – based on The Ranch's location). They are hoping that around May 17th the restrictions on that might lighten up. Kendra asked if the bus routes would return back to 2019-2020 school year routes. Lance reported that the staggered start may remain and the busing may remain the same as well.

Reports of Library Board Members

Ronald attended the town of Windsor and the town of Severance board meetings in conjunction with Director Kling and Katie's presentation of "A Plan for the Future": 2021 Facilities Plan. Kendra asked if a board member could attend a school board meeting in May.

The Long Range Planning Committee of the Library Board met 3/31/21, 4/14/21, 4/21/21, and 4/28/21. At these meetings topics covered were: Public Input Sessions; Facilities Plan; Thank Yous; Follow Ups; Facilities Draft 2 Feedback; Presentations to other Agencies; Facilities Plan Draft 3 Feedback; Meeting in Person; Scope of Committee Work Moving Forward; Coordination with the Friends and Foundation; Pursuit of Grants; Meeting Schedule Moving Forward.

Old Business

- Approve Minutes of the March 25, 2021 Board Meeting
 - Director Kling has already updated the minutes, as there wasn't a motion held after the executive session to resume the board meeting, and updated the time the board meeting was adjourned.
 - Minutes were approved.
 - Motion by Rochelle Brotsky, second by Ronald Dunworth, to approve minutes of the

March 25, 2021 meeting, with the updates made by Director Kling; motion passed unanimously.

New Business

- 2020 Annual Report – Ann Kling, Director
 - Director Kling was pleased to present the 2020 Community Impact Report formerly called the Annual Report. The new name reflects all the happenings with COVID-19 and all that the library did and continues to do during the time of COVID. Director Kling thanked Katie and Casey for their help with this document. Director Kling reported on all the new ways the library was able to reach out and serve the community, as well as all the updates and new software that was implemented. This report does a nice job capturing people’s stories. The Clearview Library District did it all! Cultivated Curiosity, Enlightened the Mind, and Strengthened the Community.
 - Motion by Ron Clark, second by Rochelle Brotsky, to accept the 2020 Community Impact Report as presented; motion passed unanimously.
- 2021 Facilities Plan - Katie Messerli, Communications Specialist
 - Katie reported that the 2021 Facilities Plan is as stated in the previous meeting; there are no updates or revisions. Katie reminded the board of the objectives of the Facilities Plan. The recommendation is to approve the plan as presented.
 - Motion by Ron Clark, second by Ronald Dunworth, to accept the 2021 Facilities Plan as presented; motion passed unanimously.
- Strategic Plan Quarterly Update – Ann Kling, Director
 - Director Kling reported that there is a correction to this report, and it has already been updated in the board packet. Director Kling reported that the biggest part of the quarterly update is regarding space, and she is very happy about the just now approved Facilities Plan! Director Kling also reported on Communication: IT and Technical Services is working on a website redesign and working on using a new platform called Patron Point; Partnerships: working with Weld RE-4 School District for a student Clearview Library District Card and to continue this work with the Windsor Charter Academy; Programs: working with the town of Windsor’s Arts and Heritage Center.
- Director’s Goals Quarterly Update – Ann Kling, Director
 - Director Kling reported working on: The Strategic Plan; The Facilities Plan; Policy Revisions/Updates; Employee Health Insurance Program; Working with the Friends and Foundation. Public Services is working on the Summer Reading Program and Communication.

Executive Session

An Executive Session Pursuant to Section C.R.S. § 24-6-402(4)(e)(I) for the Purpose of Determining Positions Relative to Matters that may be Subject to Negotiations; Developing Strategy for Negotiations; and Instructing Negotiators concerning potential real estate transactions.

Attorney Garcia said that when Severance is discussed that Trustee Frank Baszler will need to exit the executive session. Kendra excused Lance Nichols from this meeting.

Motion by Rochelle Brotsky, second by Ronald Dunworth, to go into executive session pursuant to C.R.S.



§ 24-6-402(4)(e)(I); motion passed unanimously at 6:24pm.

President Kendra Adams called the meeting back to order at 7:42pm.

Motion by Ron Clark, second by Rochelle Brotsky; motion passed unanimously.

Motion by Rochelle Brotsky, second by Ronald Dunworth, to proceed with negotiations to purchase a central services hub as presented to include the authorization for President Kendra Adams to sign a contract for the building (no updating of the building); motion passed unanimously.

Attorney Garcia clarified that the chair can sign this contract.

RFP for an Owner's Rep (the board's eyes and ears on the projects).

Motion by Ronald Dunworth, second by Rochelle Brotsky to proceed with the creation of an RFP, based on further discussion with the Towns of Windsor and Severance; motion passed unanimously.

Letter Inquiry for locating a Finance Broker that works with a governmental agency to obtain an IGA (Intergovernmental Agreement) to construct a branch in Severance.

Motion by Ron Clark, second by Brian Lampe to proceed with the creation of a Letter Inquiry for the purpose of an IGA; motion passed unanimously.

Upcoming Agenda

Review of the By-laws

Presentation by the Weld RE-4 School District on their Bond Initiative

Weather Related Policy Review

Executive Session

Adjourn

Motion by Rochelle Brotsky, second by Ronald Dunworth, to adjourn; motion passed unanimously. The meeting adjourned at 7:53pm.

Upcoming Meetings

- Weekly meetings of the Long Range Planning Committee, Wednesdays, 1 p.m. (Virtual, via Zoom)
- Board of Trustees Regular Meeting, May 27, 2021, 5:30 p.m. – Hybrid (Board members in person or via Zoom. The public is welcome to attend via Zoom).

The Clearview Library District will make reasonable accommodations for access to library services, programs, and activities and will make special communication arrangements for persons with disabilities. Please call 970-686-5603 by noon on the business day prior to the meeting to make arrangements.



Memorandum

To: Library Board

Via: Ann Kling, Director

From: Casey Lansinger-Pierce, Public Services Manager

Date: Thursday, May 20, 2021

Re: Summer Adventure Program

Item #: New Business, Item 2

Background / Discussion

Summer Adventure Program is a library tradition at the Clearview Library District. It is important for children to continue to read throughout the summer in order to avoid summer slide in their reading abilities. This year's program entitled Tails and Tales is full of exciting programming that will keep kids and adults engaged throughout the summer.

Relationship to Mission and Vision

Summer Adventure Program cultivates curiosity and promotes lifelong learning and builds connections between people of all ages.

Relationship to Strategic Plan

Focus Area 3: Programming

Budget Considerations

Summer Adventure Program is funded through the library district's annual budget.

Attachment

- Summer Adventure Slide Show

SUMMER ADVENTURE

SAP 2021: Why It's
Important

Why It's So Important

- Summer slide. It's a real thing!
- What's one thing we have that schools do not?
- Magazines/graphic novels/ebooks - they all count here!
- Get to choose their own reading material!



Summer Adventure Program, 2021

- June 1 - July 31
- Tales and Tails
- Activity-based / reading-based challenges for prizes
- Outdoor programming galore!



Summer Challenges

- Early Literacy: Make up your own mythological creature / Read a book about an imaginary or mythical creature
- Children: Animal habitat creation / Read a non-fiction book about an animal's habitat
- Teens: Animal video / Read an award winning book
- Adult: Tales of the Wild / Read a book that was published the year you were born



Sources

<https://libraries.idaho.gov/wp-content/uploads/2018/11/SRPResearchPoints2019.pdf>

<https://www.summerlearning.org/3-summer-program-strategies-to-address-learning-loss-support-emotional-health/>

<https://libguides.ala.org/summer-reading/benefits>



Questions?



Memorandum

To: Library Board
From: Ann Kling, Library Director

Date: Thursday, May 20, 2021
Re: Emergency Closing Policy
Item #: New Business, Item 3

Background / Discussion

The library district is a service organization and makes every attempt to be open regularly scheduled hours. The library on 3rd St. is scheduled to be open 355 days a year, closing only for major holidays. The bookmobile has a regular schedule of stops in neighborhoods and schools that is adjusted seasonally. Historically closures have occurred due to inclement weather, mechanical failures, and other unforeseen events. Closings and cancellations of bookmobile stops are given serious consideration and are only authorized when there is a threat to the safety of the staff and patrons.

Recommendation

The director recommends adoption of the revised policy.

Attachment

- Emergency Closing Policy

Emergency Closings

The Clearview Library District is a service organization and will make every effort to maintain regular operating hours. The director or designee will decide if situations such as hazardous weather, unsafe facility conditions, or other emergency conditions may necessitate closing the library or cancelling bookmobile stops and will determine the duration of the closing. The Library Board President will be notified of closings.

All emergency closings will be announced promptly to staff and the public and will be posted on the district's website, social media, and by any other source deemed possible. A sign will be posted on the front door of the library when possible.

Adopted May 27, 2021



Memorandum

To: Library Board

From: Ann Kling, Library Director

Date: Thursday, May 20, 2021

Re: Annual Review of the By-laws

Item #: New Business, Item 4

Background / Discussion

The annual review of the library board by-laws affords the board the opportunity to review and make changes to the bylaws that will enhance the operation of the board and governance of the library district. If changes are recommended, the library district attorney will revise the language and a first reading of the revised by-laws will be on the agenda for the June library board meeting.

Attachment

- By-laws

**BYLAWS
OF THE
CLEARVIEW LIBRARY DISTRICT**

**ARTICLE 1
NAME**

This organization shall be called “The Board of Trustees of the Clearview Library District” (the “Library Board”), existing by virtue of the provisions of Article 90 of Title 24 of the Colorado Revised Statutes of 1973, and exercising the powers and authority and assuming the responsibilities delegated to it under the aforementioned statutes.

**ARTICLE 2
COMPOSITION OF THE LIBRARY BOARD**

Section 1
Appointment of Trustees; Term of Trustees

Section 1.1 The Trustees shall be appointed and shall serve pursuant to provisions of Colorado Revised Statutes § 24-90-108 and these Bylaws.

1.1.1 Each Library Board Trustee (“Trustee”) shall be appointed for a Term of three years (a “Term”), and such Term shall expire on the last day of December of the third year of the Trustee’s Term.

1.1.2 The Library Board shall be composed of five Trustees. Vacancies shall be filled and Trustees shall be reappointed in accordance with Section 4 of these Bylaws.

1.1.3 The Windsor Town Board, the Severance Town Board, and the Weld RE-4 School District Board may each appoint a representative to serve as a non-voting liaison to the Library Board.

Section 1.2 Notification. On or before September 1 of each year the Library Board Secretary will notify the Windsor Town Board, the Severance Town Board, and the Weld RE-4 School District Board which Trustee Terms will expire that year.

Section 1.3 Qualification. Trustees shall be appointed in accordance with Colorado Library Law and must reside within the boundaries of the District’s legal service area.

Section 2
Salaries

A Trustee shall not receive a salary or other compensation for services as a Trustee, but necessary traveling and subsistence expenses actually incurred may be reimbursed to a Trustee in accordance with the Library Board Policies and Procedures then in-place.

Section 3
Removal

Section 3.1 A Trustee may be removed by the Library Board for the following reasons:

- 3.1.1 Three consecutive absences from regularly scheduled meetings of the Library Board not approved by the President of the Library Board.
- 3.1.2 Four absences from regularly scheduled meetings of the Library Board in any calendar year not approved by the President of the Library Board.
- 3.1.3 Any unethical or illegal activity that has an adverse effect on the library or the Library Board.
- 3.1.4 Any violation of a statute or ordinance which results in or could result in damage to the library's property or interest.
- 3.1.5 A breach of fiduciary responsibility to the Clearview Library District or the Library Board.
- 3.1.6 The Trustee relocates outside the boundaries of the District's legal service area.

Section 3.2 A Trustee may be removed by the Windsor Town Board, the Severance Town Board, or the Weld RE-4 School District Board if each Board casts a majority vote for such removal upon a showing of good cause. For the purposes of this Section 3.2, good cause is defined as a breach of fiduciary responsibility to the Clearview Library District.

Section 3.3 A Trustee may resign his or her position on the Library Board upon 30 days written notice to the President of the Library Board.

Section 4
Conditions for and Method of Selection of Trustees

Section 4.1 Trustees may be selected for the following reasons ("Vacancy" or "Vacancies"):

- 4.1.1 Vacancies – Expired Terms. Trustees shall be selected for the Library Board when a Trustee's Term expires in accordance with Section 1.1 of these Bylaws; and

4.1.2 Vacancies - Unexpired Terms. Trustees shall be chosen to fill the unexpired Term of a departing Trustee.

Section 4.2 Upon the creation of a Vacancy, the President of the Library Board shall notify the Library Board, the Windsor Town Board, the Severance Town Board, and the Weld RE-4 School District Board that a Vacancy exists and that the Library Interview Committee (the "Interview Committee") must be formed. The Interview Committee shall be selected as follows:

4.2.1 The Library Board shall appoint one of its currently serving Trustees to serve on the Interview Committee.

4.2.2 The Windsor Town Board shall select one of its currently serving board members to serve on the Interview Committee, or may elect to appoint one person who resides in the Clearview Library District to serve on the Interview Committee.

4.2.3 The Severance Town Board shall select one of its currently serving board members to serve on the Interview Committee, or may elect to appoint one person who resides in the Clearview Library District to serve on the Interview Committee.

4.2.4 The Weld RE-4 School District Board shall select one of its currently serving members to serve on the Interview Committee, or may elect to appoint one person who resides in the Clearview Library District to serve on the Interview Committee.

4.2.5 The Mayor of the City of Greeley shall select one of its currently serving Council Members to serve on the Interview Committee, or may elect to appoint one person who resides in the Clearview Library District to serve on the Interview Committee.

4.2.6 The Library Director shall serve on the Interview Committee as a subject matter expert but shall be a non-voting member.

Section 4.3 All Vacancies shall be filled as follows:

4.3.1 The Library Board will advertise that a Vacancy exists.

4.3.2 The place of advertisement shall be the Library Board's newspaper of record and one other newspaper that serves the Library District.

4.3.3 The advertisement of the Vacancy shall occur for three weeks and shall contain clear instructions as to the application process and any deadlines that are applicable to the application process.

4.3.4 Vacancies may also be posted on the Clearview Library District website and on the bulletin board at all Clearview Library District sites, including the Bookmobile.

4.3.5 Interested candidates must complete a questionnaire which will be available at all Clearview Library District sites, including the Bookmobile and Clearview Library District website.

4.3.6 Interested candidates must submit the questionnaire and any supporting information concerning his or her qualifications for candidacy. Completed questionnaires may be submitted to the information desk of the Clearview Library District at the Windsor Library Site or submitted electronically by email to director@clearviewlibrary.org, or at such other sites as may be included in the Vacancy advertisements.

4.3.6.1 The candidate will, upon submittal of the questionnaire and supporting documentation, receive a receipt confirming the candidate's name and the date and time the application was submitted.

4.3.6.2 Applications submitted after the deadline stated in the advertisements for Vacancy will not be considered by the Interview Committee.

4.3.6.3 Notwithstanding the foregoing, a majority of the Library Board may, at its discretion, recommend the candidacy of the Alternate to the Library Board as defined in Article 5 herein. In this event the Alternate shall be considered to have applied for the Vacancy.

Section 4.4 The Interview Committee will review the applications and select the person or persons to fill the Vacancy or Vacancies and report its selection to the Library Board.

4.4.1 The Library Board President shall advise the Windsor Town Board, the Severance Town Board, and the Weld RE-4 School District Board of the Interview Committee's selection.

4.4.2 The Windsor Town Board, the Severance Town Board, and the Weld RE-4 School District Board shall ratify the appointment of the Interview Committee's selection at their next regularly scheduled meeting, except that the failure of these boards to act within sixty days of receipt of such selection shall be considered a ratification of the appointment.

4.4.3 Appointees will take office as follows:

4.4.3.1 If the appointee is filling an unexpired Term, the appointee shall take office at the next regularly scheduled meeting of the Library Board following ratification of the appointment as discussed above or sixty days, whichever is sooner.

4.4.3.2 If the appointee is filling an expired Term, the appointee shall take office on the first regularly scheduled meeting in January of the following year.

4.4.3.3 Should a vacancy exist that would result in a majority of Trustees possessing terms ending in the same year, the length of the term may, upon approval of the Library Board, be altered to a term of either two (2) or four (4) years. Such decision by the Library Board must be made by resolution prior to notice of the vacancy, as described in Section 4.3, above. The length of term shall be included in the advertisement of vacancy.

Section 4.5 Trustees who have fulfilled their Term are eligible for reappointment, provided that they apply through the process described in Article 2, Section 4.3 of these Bylaws, except that no Trustee shall serve more than two consecutive three-year terms in addition to any partial term, except as provided in Article 5, Section 5.3 of these Bylaws.

Section 5 Meetings

Section 5.1 The Library Board shall hold a monthly meeting at the Windsor branch of the Library at 5:30 P.M. on the last Thursday of each month unless necessity requires otherwise. An agenda for each meeting will be posted no-less than twenty-four hours in advance of each regular meeting.

Section 5.2 Special meetings may be called by any Trustee with the consent of two other Trustees and by informing all other Trustees of the date, time, and place of such meeting, and the purpose for which the meeting is called, at least twenty-four hours prior to such meeting. An agenda will be posted by 10:00 A.M. on the day of the special meeting.

Section 5.3 All meetings shall be open to the public except as otherwise provided in Colorado Revised Statutes § 24-6-402.

Section 5.4 In order to ensure a fair opportunity for public comment and to allow the Library Board to maintain control of its meetings, the following provisions apply:

5.4.1 Any person wishing to speak at a meeting of the Library Board must sign-in and provide his or her full name and address. This requirement applies to both the Public Comment Period and any agenda items to be addressed.

5.4.2 A Public Comment Period will be provided at all public meetings of the Library Board. During this period, any person may speak on any item that is not on the agenda for that meeting (the "Public Comment Period").

5.4.3 Any person wishing to speak on an item on the Library Board agenda for that meeting must first be recognized by the Library Board President when that agenda item is up for discussion.

- 5.4.4 Any person who speaks either during the Public Comment Period or on an agenda item (collectively “Comment Periods”) is limited to five minutes speaking time unless otherwise authorized by the Board President in advance of the designated Comment Period.
- 5.4.5 The official body authorized by law to act on behalf of the Clearview Library District is the Library Board and not individual Trustees, administrative staff, or employees. Accordingly:
- 5.4.5.1 Speakers will address comments to the Board and not to individual Trustees, administrators, or staff.
- 5.4.5.2 Trustees will listen to comments and consider them during their deliberations as a Board.
- 5.4.5.3 Trustees will not answer questions or engage in debate during the comment Periods.
- 5.4.5.4 Speakers may be directed to staff or other sources for responses to questions raised during the Comment Periods.
- 5.4.6 Comments or concerns that require deliberation, research, or study may be considered for addition as agenda items at subsequent meetings.
- 5.4.7 If the behavior of a commenter constitutes a disruption, as determined at the sole discretion of the President of the Library Board, the following progressive steps will be taken:
- 5.4.7.1 The President of the Library Board will give the commenter a verbal warning.
- 5.4.7.2 The President of the Library Board will issue a second verbal warning, and inform the commenter that he or she may be asked to leave if the disruptive behavior does not cease.
- 5.4.7.3 If the disruptive behavior continues after the second verbal warning, the Library Board President will ask the commenter to leave the building and the Library grounds.
- 5.4.7.4 If the commenter does not leave the building and the Library ground, appropriate law enforcement will be called to remove the disruptive commenter.
- 5.4.7.5 All instances of verbal warnings, eviction, and notification of law enforcement will be documented and reported to the President of the Library Board.

5.4.8 A true and accurate record of each meeting shall be kept and an official file of minutes shall be maintained by the Library Board.

Section 6
Order of Business

The order of business for regular meetings shall include, but not be limited to, the following items which shall be covered as circumstances will permit: a) Roll call; b) Public Comment Period; c) Agenda review; d) Report of the Director; e) Report of the Treasurer; f) Committee reports; g) Communications; h) Unfinished business; i) New business; j) Next meeting agenda; l) Review and approval of the minutes of the current meeting; and m) Adjournment

Section 7
Quorum

Section 7.1 Three-fifths of the total membership of the Library Board shall constitute a quorum necessary for the transaction for any business to come before any regular or special meeting. The act of the majority of the Trustees present at a regular or special meeting at which a quorum is present shall be an act of the Library Board.

Section 7.2 A Trustee is deemed to be present at a Library Board meeting if the Trustee is at the meeting in person or joins the meeting by electronic or telephonic means (or any other means permitted by Colorado Revised Statutes § 24-6-402(b)) and is able to engage in discussion with the Library Board on the topic or topics on the Agenda.

Section 7.3 If a Trustee leaves during a Library Board meeting or is not present for a discussion of one or more items on the Agenda, such absence shall be noted in the Minutes of that Meeting.

Section 8
Powers and Responsibilities

Section 8.1 The Library Board shall be vested with all powers and have all responsibilities as outlined in Colorado Revised Statutes § 24-90-109.

Section 8.2 Under such policies, rules, and regulations as it may deem necessary, and upon such terms and conditions as may be agreed upon, the Library Board may allow non-residents of the governmental units which the Clearview Library District serves to use library materials and equipment, and may make exchange of books and other materials with any other library, either temporarily or permanently.

Section 9
Proceedings

Roberts Rules of Order shall govern the proceedings of the Library Board.

ARTICLE 3 OFFICERS

Section 1 Designation of Officers

The officers of the Library Board shall consist of a President, a Vice-President, a Secretary, a Treasurer, and any such other officers as the Library Board deems necessary. The offices of Secretary and Treasurer may be combined at the discretion of the Library Board.

Section 2 Terms of Officers

Officers of the Library Board shall be elected by the Library Board at its regular January meeting and shall serve for a term of one year, to begin at the next regular meeting.

Section 3 Removal

Any officer may be removed by the Library Board whenever, in the Library Board's judgment, the best interests of the Clearview Library District will be served by such removal.

Section 4 Vacancies

A Vacancy in any office, however occurring, may be filled by the Library Board for the unexpired portion of that officer's term as an officer.

Section 5 President

The President shall, subject to the direction and supervision of the Library Board, be the principal executive officer of the Clearview Library District. The President shall preside at all meetings of the Library Board, shall sign any leases, deeds, mortgages, contracts, or other instruments which the Library Board has authorized to be executed, and shall perform all duties incident to the office of President and such other duties as may be prescribed by the Library Board from time to time.

Section 6 Vice President

The Vice President shall assist the President and shall perform such duties as may be assigned by the President or the Library Board. In the absence of the President, the Vice President shall have the powers and perform the duties of President.

Section 7
Secretary

The Secretary shall oversee the keeping of the minutes of the meetings of the Library Board, and be custodian of the Library District records. In general, the Secretary shall perform all duties incident to the office of Secretary and such other duties as, from time to time, may be assigned by the President of the Library Board.

Section 8
Treasurer

Section 8.1 The Library Board shall be the custodian of the funds of the Clearview Library District.

Section 8.2 The Treasurer shall provide the monthly summary report on the funds to the full Board.

Section 8.3 All warrants or checks above \$10,000 shall require two signatures, one by the Library Director and the other by the Treasurer (the "Primary Cosigners"). One other Trustee selected and approved by the Library Board shall be delegated to sign in the absence of one of the Primary Cosigners.

Section 8.4 The Library Director is authorized to make electronic fund transfers, however any such transfer greater than \$10,000 shall require prior Library Board approval.

Section 8.5 All Clearview Library District funds, regardless of their source, shall be deposited in an account or accounts authorized by resolution of the Library Board.

**ARTICLE 4
LIBRARY DIRECTOR AND STAFF**

The Library Board shall employ a qualified Library Director who shall be the executive and administrative officer of the Clearview Library District on behalf of the Library Board and under the Library Board's review and direction. The Director shall oversee the employment of and specify the duties of other employees and shall be responsible for the proper direction and supervision of the Clearview Library District staff, for the care and maintenance of Clearview Library District property, for an adequate and proper selection of library materials in keeping with stated policy of the Library Board, for the efficiency of Clearview Library District service to the public, and for the Clearview Library District financial operation within the limitations of the Clearview Library District budget.

**ARTICLE 5
APPOINTMENT OF COMMITTEES, ALTERNATE TO THE BOARD**

Section 1
Appointment

Section 1.1 The Library Board President may appoint committees comprised of Trustees and residents of the Library District, as appropriate, for such purposes as the business of the Library Board may require from time to time.

Section 1.2 A committee shall be considered discharged upon completion of the purpose for which it was appointed and after the final report is made to the Library Board.

Section 2
Standing Committees

Section 2.1 The following Standing Committees will be appointed at the first Library Board meeting of the year:

2.1.1 The Audit Committee, which is responsible for procuring auditing services for the annual audit of Clearview Library District accounts.

2.1.2 The Long-Term Planning Committee, which may be asked to study capital and other projects, including overall costs thereof, and recommend funding proposals to the Library Board.

2.1.3 The Personnel Committee, which shall be charged with receiving recommendations from the Library Director regarding employment and personnel matters (hiring, termination, promotion, etc.) when such actions may create public attention, lead to legal action, or require changes to appropriated budget funds, as determined in the discretion of the Library Director.

Section 2.2 All committees shall make a progress report to the Library Board at regularly scheduled meetings.

Section 3
Advisory Nature

No committee will have other than advisory powers unless, by suitable action of the Library Board, such committee is granted the specific power to act.

Section 4
Appointment of Alternate to the Board of Trustees

Section 4.1 The appointment of alternate Trustees to the Library Board is authorized and governed by the provisions of Colorado Revised Statutes § 24-90-109(A).

Section 4.2 The Library Board may, at its discretion, appoint one or more alternate trustees to the Library Board.

Section 4.3 The appointment of an alternate Trustee shall be subject to the appointment requirements of Article 2 of these Bylaws.

Section 4.4 Alternate Trustees shall attend all meetings and work sessions except as otherwise specified by the President. Alternate Trustees shall receive notification of all meetings and work sessions in the same manner as Trustees are notified.

Section 4.5 The Alternate Trustee shall be provided with all materials that are provided to the Library Board in anticipation of meetings and work sessions. The Alternate Trustee shall review all such materials and shall be prepared to participate at all meetings or work sessions.

Section 4.6 At the request of the President, the Alternate Trustee shall be seated as a voting member for the following purposes: a) To achieve a quorum in accordance with Article 2 Section 7 of these Bylaws; b) Having achieved a quorum, one or more Trustees is not in attendance at the time that a matter is the subject of official and formal action; or c) To achieve a quorum in the event a Trustee, for any reason including recusal, is unable to participate in the discussion and voting on a matter that is the subject of official and formal action.

4.6.1 In the event a conflict arises as to whether a Trustee or an Alternate Trustee is to be seated and accorded the right to vote on a matter, the Trustee in attendance shall be seated and the Alternate shall not be accorded a vote.

Section 5 Capital Committee

Section 5.1 From time to time the Clearview Library District may consider certain large-scale capital projects that the appointment of a specific Capital Committee is necessary. In the event three-fifths of the Trustees present at any meeting vote to form a Capital Committee, such committee shall be formed according to the following provisions:

5.1.1 The Capital Committee shall consist of not more than three Trustees;

5.1.2 The Capital Committee shall dissolve upon a three-fifths vote of the Library Board, but in no event shall the Capital Committee exist for more than five years; and

Section 5.2 Nothing contained in this Section 5 is intended to limit the ability of the collective Library Board from removing a Trustee for cause in accordance with Article 3 of these Bylaws.

ARTICLE 6 ADMINISTRATIVE PROVISIONS

Section 1
Fiscal Year

The fiscal year of the Clearview Library District shall begin on the first day of January of each year and shall end on the 31st day of December of each year.

Section 2
Amendment

These Bylaws may be amended by a majority of the entire Library Board at any regular meeting or any special meeting called for that purpose, provided that the proposed amendment shall have been introduced at a regular meeting or special meeting called for that purpose at least fifteen days before the adoption of any amendments.

Section 3
Construction

Section 3.1 The titles of sections in these Bylaws are for convenience or reference only and are not to be considered in construing these Bylaws.

Section 3.2 Unless the context of these Bylaws clearly requires otherwise: a) References to the plural include the singular, the singular the plural, and the part the whole; b) References to one gender include all genders; c) “or” has the inclusive meaning frequently identified with the phrase “and/or”; d) “including” has the inclusive meaning frequently identified with the phrase “including but not limited to” or “including without limitation”; and e) References to “hereunder”, “herein”, or “hereof” relate to these Bylaws as a whole.

Section 3.3 Any reference in these Bylaws to any statute, rule, regulation, or agreement, including these Bylaws, shall be deemed to include such statute, rule, regulation, or agreement as it may be modified, varied, amended, or supplemented from time to time unless otherwise specifically stated.

These Bylaws were adopted at regular meeting of the Board of Directors on the 27th day of February, 1986.

Updated: July 25, 2019.

Windsor-Severance Library District
By: Ernest Ross, Chairman
Attest: Robert Schneider, Secretary

Amended: 08/24/89, 07/20/99, 09/26/06, 05/25/10, 06/26/11, 05/29/12, 01/29/13, 08/29/13, 07/31/14, 08/27/15, 07/28/16, 07/27/17, 06/28/18, 7/25/19.



Memorandum

To: Library Board

Via: Ann Kling, Director

From: Bud Hunt, IT & Technical Services Manager; Katie Messerli, Communications Specialist

Date: Thursday, May 20, 2021

Re: Website Redesign Project

Item #: New Business, Item 5

Background / Discussion

In January 2021, the Communications and IT & Technical Services teams embarked on a website redesign project. This project was the result of feedback from the Strategic Plan, and looks to improve functionality, user experience, and aesthetics. After a period of seeking feedback and analysis, the teams issued a Request for Proposal. Ten firms responded and two were selected for a final interview.

Proof Studio was selected as a final candidate due to their technical and visual expertise; experience with other libraries; and project plan approach.

Relationship to Mission and Vision

This project helps connect and engage our community with the resources, programs, and services that work towards achieving the mission and vision, with a particular emphasis on our vision focus area: Build Connections.

Relationship to Strategic Plan

Focus Area 1: Communications

Budget Considerations

This project is accounted for in the approved 2021 budget. The proposed cost is less than the amount budgeted.

Recommendation(s)

Staff recommends execution of the attached contract, pending review by the library's attorney, with Proof Studio for design and development of the district's website.

Attachment

- Proof Studio Contract

DRAFT

DRAFT -- Web Design & Development Contract for Clearview Library District

This Agreement (hereinafter "Agreement") is made and entered into this [insert final date], and is intended to be a binding contract for services between Proof Studio, Inc. and Clearview Library District. The following is a complete recitation of the Parties' expectations, commitments, and understandings:

1. Project Overview

Client is hiring Proof Studio as an independent contractor to perform the following services in exchange for compensation as set forth below:

- Strategy, design, usability testing, and implementation of a redesign of <https://clearviewlibrary.org/> website in a modern content management system.
- Training and Knowledge Transfer.
- Delivery and launch in a compatible hosting environment of the Client's choice.

2. Work to be Performed and Deliverables

Phase 1: Discovery & Strategy -- 20 hours

Includes learning about your existing platform, reviewing client's existing research, reviewing high-level goals, internal team organization and strategy, and a kickoff meeting.

Deliverables

- Technical audit of existing platforms (internal documentation)
- Written Heuristics Analysis
- Kickoff meeting
- Written Project Brief

Phase 2: Content Strategy, Information Architecture, & Navigation -- 20 hours

Includes high-level overview of content requirements and direction for future content -- migration, rewriting, and entirely new pages or sections.

Deliverables

- Collaborative content manifest spreadsheet
- Written Information Architecture Plan (outline written notes for future content organization)
- Visual content map diagram representing relationships among pages, content

DRAFT

sections, and third-party applications

Phase 3: Interface Design -- 45 hours

Includes wireframes and high-fidelity comps representing visual design of the future site in desktop/laptop, tablet, and mobile form factors.

Deliverables

- Wireframes (low-fidelity comps) for homepage, header/navigation, footer, and up to four interior page variations
- High-fidelity comps for homepage, header/navigation, footer, and up to four interior page variations
- Interactive/clickable prototypes representing up to six specific interior pages

Phase 4: Usability Testing -- 15 hours

Includes scripting and executing usability testing for 3 or 5 participants (final number of participants to be determined based on complexity of design problems to test).

Deliverables

- Usability test script written in consultation with Client
- Usability test written report and presentation of findings

Phase 5: Development and launch -- 75 hours

Includes website CMS development according to Information Architecture and Design phases above.

Deliverables

- CMS build, including content types, navigation, user roles, etc.
- Implementation of page and section templates according to outcomes of Design phase above
- Integrating design direction from Design phase above into third-party applications such as Communico and Polaris (specific direction to be determined in a written/email agreement with client after reviewing technical feasibility)
- Delivery of production-ready website for a compatible hosting environment of the Client's choice
- Assistance with website launch

Phase 6: Bug Fix Sprint -- 15 hours

DRAFT

Includes up to 15 hours of design and/or development time to correct defects undetected prior to launch.

Deliverables

- Organized, prioritized list of tasks to perform
- Release of fixes into production environment

This is a basic outline of services to be provided. Specific solutions and deliverables within the scope outlined herein will be mutually agreed upon in future written documents between the Parties. Specific project milestones and deadlines will be communicated and documented in email throughout the project.

Client agrees to provide information necessary for Proof Studio to complete the work including, but not limited to, timely feedback on work completed (with specific timeline for feedback to be outlined in future written documents).

3. Term of Contract

The term of this Agreement shall be for an unspecified period, beginning on the date this contract is fully-executed, and continuing in effect until the services provided as described herein have been performed or until this Agreement has been terminated.

4. Fees and Other Charges

The rate for Proof Studio's services will be \$95.00 per hour for 190 hours, or \$18,050. Any additional hours or fees shall be incurred only with prior written consent of Client.

Client agrees to pay \$4,500 (hereinafter the "Down Payment"), within 30 days after executing this Agreement as an advance toward work on the project. Fees incurred for hours worked each month for Client will first be billed against the Down Payment. Once the fees for Proof Studio's services exceed the Down Payment, all fees shall be invoiced directly to Client monthly.

A final payment will be invoiced upon presentation of final work. All payments are due within 30 days of invoicing.

If time to complete the scope of work in Section 2 is less than 190 hours, remaining time may be applied to future work at the Client's discretion and may be scoped and defined via future written communication, such as email.

Client will reimburse Proof Studio for the cost of materials (such as stock photography, font licensing, etc.). Proof Studio will request approval prior to incurring any reimbursable costs. Approved costs will be included on monthly invoices for reimbursement and payments will be due within 30 days of invoicing.

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5. Ownership

Proof Studio agrees to transfer ownership of Finalized Intellectual Property (except that which already falls under the ownership of another third party, such as open source content management system, open source plugins, jQuery libraries, etc.) upon receipt of final payment. "Finalized Intellectual Property" is defined as the complete and final version of Client's website which Client signs off on and approves for launch. Finalized Intellectual Property does not include all plans, versions or drafts of Client's website which are not approved or signed off on for launch. Proof Studio reserves the right to use the development, design, and coding of the Final Intellectual Property as an example of its work in portfolios, résumés, marketing materials, and so forth.

6. Contract Additions and Amendments

This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations and agreements. Any changes to this Agreement must be made in writing and signed by the Parties. Any oral representation or modification concerning this Agreement shall be of no force or effect. All specific solutions and deliverables within the scope outlined in Section 2, above, shall be an integral portion of this Agreement.

If Client requests changes to the scope of work in Section 2 that would require 10% or more additional time than is quoted above to produce the deliverables for any given section, Proof Studio shall have the option to require Client to enter into a new agreement which may include providing an additional Down Payment. If Proof Studio elects to require a new or revised agreement, Proof Studio shall have the right to refrain from beginning work until such new or revised agreement is signed and any additional Down Payment is paid.

This Agreement does not cover hosting services or ongoing support including but not limited to: module updates, additional training, and additional feature development after initial site launch. To the extent Client seeks such services from Proof Studio, a separate agreement shall be executed.

7. Confidential information

Proof Studio agrees not to disclose confidential information about Client and its business to any third parties. Client agrees not to disclose confidential information about Proof Studio, except as required by law.

8. Limitation of Liability

In all circumstances, Proof Studio's maximum liability to Client for damages for any and all causes, and Client's maximum remedy, regardless of the form of action, shall be limited to Proof Studio's net profit under this Agreement.

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In no event shall Proof Studio be liable for any lost data or content, lost profits, business interruption or for any indirect, incidental, special, consequential, exemplary or punitive damages arising out of or relating to the materials or the services provided by Proof Studio. Client agrees to indemnify Proof Studio for any and all claims alleged or filed against Proof Studio arising from or relating to the materials or the services provided herein.

9. Limited Warranty

Proof Studio shall provide a limited warranty for defects attributable to work performed by Proof Studio for a period of 60 days following acceptance and final payment. Notice of any such defects shall be provided by Client using Notice provisions as set forth in Section 17, below. Proof Studio shall have 7 days to cure defects identified under warranty provisions.

10. Attorney's Fees

In the event it becomes necessary for either party to bring legal action or other proceeding to enforce any terms, covenants or conditions of this Agreement, the prevailing party in any such dispute shall be entitled to recover all costs and expenses (including but not limited to expert witness fees and attorneys' fees) incurred in resolving such dispute from the non-prevailing party.

11. Termination of Agreement

Client has the right to terminate this Agreement at any time. If such termination occurs, Client agrees to pay Proof Studio for all hours Proof Studio has worked under this Agreement through the date of termination at Proof Studio's hourly rate of \$95.00 per hour.

Proof Studio also has the right to terminate this Agreement if: a) Proof Studio is unable to complete the work because Client sufficiently changes the scope, direction, or requirements of the project; or b) Client fails to compensate Proof Studio as set out in this Agreement. If such termination occurs, Proof Studio agrees to turn over all completed work. Client will still be obligated to compensate Proof Studio for all hours worked.

12. Waiver

A waiver of any right or obligation under this Agreement must be in writing to be effective.

13. Interpretation and Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan without regard to its choice of law provisions with venue in Kent County, Michigan.

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14. Enforceability

If any portion of this Agreement is held invalid by operation of law, the remaining terms of this Agreement shall not be affected.

15. Successors and Assigns

This Agreement shall be binding upon and enforceable by the Parties' successors and assigns.

16. Counterparts

This Agreement may be executed in counterparts and will be as fully binding as if signed in one entire document.

17. Notices

All notices required under this Agreement shall be sent by U.S. Mail or email to the following addresses:

Proof Studio:
Sean F. Fitzpatrick
442 Charles Ave SE
Grand Rapids, MI 49503

Client:
Bud Hunt
IT & Technical Services Manager
Clearview Library District
720 3rd Street
Windsor, CO 80550

In witness whereof, Clearview Library District and Proof Studio, Inc. have signed and executed this Agreement on the dates Indicated below and agree to be bound by its terms.

Sean F. Fitzpatrick

Date

Bud Hunt

Date

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President, Proof Studio, Inc.

IT & Technical Services Manager

Clearview Library District