

## AGENDA

### Call to Order

### Roll Call

### Mission

Cultivate Curiosity. Enlighten the Mind. Strengthen the Community.

### Review of Agenda

### Public Input

[ In Person ]

Individuals wishing to participate in Public Invited to be Heard (non-agenda item) are requested to sign up on the form provided at the meeting room entrance. When you are recognized, 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.

[ Zoom ]

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, Library Director

- Introduction of Staff
  - Tyler Mooney, IT Assistant
  - Cindy Mullanix, Customer Service Specialist
  - Caleb Shaver, Mobile Services Assistant
- Communication
- Monthly Statistics

## **Follow Up Questions to Board/Liaison Reports**

**Treasurer's Report** - Ron Dunworth, Treasurer

**Friends & Foundation Report** - Rochelle Brotsky, Trustee

## **Old Business**

- Approve Minutes of the July 27, 2023, Regular Board Meeting (Action)
- Approve Minutes of the August 9, 2023, Special Board Meeting (Action)
- Crime Insurance Update - Ann Kling, Library Director
- Strategic Planning Committee Update - Ann Kling, Library Director
- Security Audit Update - Ann Kling, Library Director
- Building Project Update - Ann Kling, Library Director

## **New Business**

- Population and Housing Review - Ann Kling, Library Director (Information)
- Approve Application of State Grant to Libraries - Ann Kling, Library Director (Information)
- Approve Marketing Services Contract - Ann Kling, Library Director (Action)
- Approve Purchase of RFID Book Drops for the Library in Severance - Beth Gallinger, IT/Technical Services Manager (Action)

## **Upcoming Agenda**

### **Adjourn**

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## **Upcoming Meetings**

- Board of Trustees Regular Meeting, September 28, 2023, 5:30 p.m. – Windsor Severance Library and 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 - July 2023

### ***Districtwide Update - Library Director Ann Kling***

#### **Highlights**

- The Library District submitted their first request for reimbursement from the Department of Local Affairs, Energy Impact Grant. The District was fortunate to receive the grant, which will help with the cost of building the branch in Severance. Reimbursement is calculated on a 90%- 10% rate, which means the library district receives 10% of each construction invoice submitted. As construction ramps up in the next months, the library district will be rapidly spending down the grant.
- The branch library building project is still on target to be completed in February 2024
- Furniture and shelving vendors were selected based on an RFP posted by Wember, Inc.

#### **Opportunities**

- The Strategic Planning Committee meetings, composed of community members, have provided the Management Team with an opportunity to explain more about library operations and services. The Committee has met twice and will continue meeting into the fall in order to provide feedback for the strategic plan covering the years 2024-2025.

#### **Challenges**

- Bats have determined that the renovated Windsor-Severance Library is a good place to reside. Removing them has proved to be challenging. The library district has hired an expert to assist, however, the process is very slow.

#### **Personnel**

- Library Board 101 was the All Staff virtual meeting topic on Friday, Aug. 4. Ann Kling presented a slideshow on the duties and responsibilities of trustees. Trustees were on hand to introduce themselves and tell the staff their "why" for becoming a library board member.
- Adult Services Assistant Sarah Strawn, Customer Service Specialist Laura Blakley, and Children's Services Assistant Julie Santilli were hired and began working for Clearview Library District in July.

#### **Board of Trustees Meeting Highlights - July 2023**

- Communications Specialist, Christine Henschler presented the 2022 Impact Report to the Board of Trustees.
- Library Board Treasurer, Ron Dunworth, presented the annual investment review to the Board.

## **Public Services Update** - Public Services Manager Casey Lansinger-Pierce

### **Highlights**

- We wrapped up the Summer Adventure Program in late July with our annual Summer Carnival, held at the Windsor Severance Library parking lot. We saw over 350 individuals participate in bouncy castles, jousting, ax throwing (soft axes), and much more. During the event we also went live on Facebook to announce our grand prize winners.
- We kicked off our Young at Art partnership -- with the Town of Windsor Museums -- at a kick-off party hosted at the Arts and Heritage Center at the beginning of July. The Young at Art exhibit focused on celebrating Caldecott winners and honor books. At the kick-off event, we brought the bookmobile and also set up a craft table for families to participate in. We saw over 175 individuals at this event.
- We welcomed Sarah Strawn onto our Adult Services Team in July after Maria Mulreaney stepped down to spend more time with her husband. Sarah has worked at Loveland Public Library and Poudre River Library District and brings with her lots of new ideas for adult programming.

### **Opportunities**

- We currently have 24 active teen volunteers who have been a fantastic help during large events over the summer. Additionally, our teen volunteers assist Teen Librarian Amy McFadden with collection maintenance and other tasks as they come up.
- We partnered with the Weld RE-4 School District over the summer to once again offer storytime for students participating in the ESY (extended school year) program. ESY serves to support students for whom time off during the summer is a serious impediment to their learning success. Mobile Services Assistant Christy Olson uses her fluency in ASL to communicate with some of the students who are part of this program. Over the summer, we visited various ESY classrooms 24 times and served an average of 18 students per visit.
- Sarah Penner, author of *The Lost Apothecary*, has been officially selected as our 2024 Clearview Reads author. Sarah will join us in April for her author talk. We look forward to developing tie-in programming related to Sarah's books' themes.

### **Challenges**

- We are still feeling the challenges of having space restraints in the Windsor Severance Library when it comes to hosting programs out of the large meeting room. On occasional Tuesdays, we have a quick turn-around between a tween book club program and an adult program that has become difficult to navigate. We have come up with solutions to address this problem, but they aren't ideal. We are thankful for programmers who are flexible and understanding of our ongoing space constraints.
- Planning for our fall bookmobile schedule usually proves challenging as we are waiting to hear back from teachers / Weld RE-4 staff (who are typically on summer break when we create the schedule) so that we can add school stops to our regular schedule. We usually plan our programs and stops a couple of months out, so our schedule with the school district doesn't always align.

## ***IT & Technical Services Update - IT & Technical Services Manager Beth Gallinger***

### **Highlights**

- We have moved all our backups to our much newer Buffalo NAS - the previous hardware was approximately ten years old. We are also doing off-site backups to our upgraded server at the Windsor Severance Library. Overall, we are much more confident in our backups and the ability to restore if necessary.
- We have finalized all of our Severance branch opening day collections and sent this information to Ingram and Midwest, our two main physical collection vendors. They are now starting to program their systems so that we can test ordering for the Severance branch collection. We will meet with the selectors in August to review the ordering process.
- IT staff has been working with our children's programmers to coordinate filming the Caterpillar to Butterfly program. It has been a wonderful time watching the transformation and sharing with our patrons, and IT staff are always excited to collaborate with our programming staff to create innovative ways that we can involve patrons.
- The end of the summer adventure program carnival is always a highlight of Clearview Library District, and the IT & Tech Services teams always enjoy helping where we can. We'd like to give a shout-out to Casey Lansinger-Pierce and the whole public services team for doing such a wonderful job - you are all amazing! Thank you for your hard work.

### **Opportunities**

- The discovery layer selection committee had the last demonstration of the discovery layer options. They saw Bibliocommons which is from a Canadian company that works with some large systems in the US, including Chicago Public Libraries. This discovery layer is very user-engaging and has many social aspects to it. The final decision will be made in August.
- IT staff started the initial server room cleanup by removing all extra cabling and began mapping out the physical network - port by port. This is a multi-step process, but the room is starting to get much easier to navigate and find where things go. We are also in the process of removing some old equipment. Next steps will also include cleaning the online Meraki interface into a more standardized setup for ease of troubleshooting and understanding.

### **Challenges**

- We have been having problems with our patron notifications. Email receipts for checked-out items have been down for some time with seemingly no end in sight. We also had a few hiccups with our phone notifications. We have been struggling with getting the necessary support from Innovative and have had to escalate our tickets several times.
- One of the reasons we found the phone notification troubleshooting to be so difficult was that the documentation on this system was lacking. This has been a struggle in IT as very little was previously documented. As we move forward with these types of issues, we strive to create useful documentation for future reference, but this often slows the process and can be frustrating.

## July 2023 Usage Stats

### Key Takeaways:

- Most stats held steady compared to the previous month.
- Digital circulations have consistently been higher than at the same point last year. Virtual borrowers and e-audiobook circulations continue to climb.
- With school out of session, database usage remained low.
- A change in Google Analytics resulted in an unusually high count for website pageviews. Outliers were removed to adjust the count, though it remains a bit higher than usual.





### About the Dashboards:

- Percentages in dark blue boxes represent positive change.
- Percentages in gray boxes represent negative or no change.
- Sparklines are small line graphs without axes. They represent the ups and downs of each metric since January 2019, with the end of the line being the most recent month.

### About the Metrics:




- Patrons Served: This metric counts the number of people who physically visit the library in three possible ways: entering the Windsor-Severance Library building, visiting the Bookmobile, and attending Outreach events.
- Circulation: Circulation includes the checkouts and renewals of all physical items, checkouts and renewals of downloadable and streaming content, and database usage.
- Programs: Program attendance is the combined count of attendees to in-person and virtual programs. This section also includes the total number of virtual and in-person programs, and a count of waitlisted patrons for programs at full capacity.
- Cardholders: Active cardholders had some kind of activity associated with their library account in the past month, including checkouts, renewals, and virtual borrowing. New cardholders are patrons who signed up for a new card in the past month.
- Website Stats: Pageviews represents the number of times a page on the library website was visited.

**For more detailed information, please visit <https://clearviewlibrary.org/about-us/values-priorities/our-impact>**

Patrons Served			
Counts for Jul 2023	% Change from Jun 2023	% Change from Jul 2022	Sparklines (data since Jan 2019)
Library 12,232	2.57%	-2.26%	
Bookmobile 1,106	-7.91%	73.08%	
Outreach 523	281.75%	704.62%	
Total Patrons 13,861	4.50%	4.86%	

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

Month ▾
<b>Jul 2023</b>
Jun 2023
May 2023
Apr 2023
Mar 2023
Feb 2023
Jan 2023
Dec 2022
Nov 2022
Oct 2022
Sep 2022
Aug 2022
Jul 2022
Jun 2022

Circulation			
Counts for Jul 2023	% Change from Jun 2023	% Change from Jul 2022	Sparklines (data since Jan 2019)
Physical Circs 32,757	2.10%	-9.21%	
Digital Circs 11,038	-0.25%	22.12%	
Database Usage 479	-0.83%	-40.86%	

For more detailed information, please visit <https://clearviewlibrary.org/about-us/values-priorities/our-impact>



Programs			
Counts for Jul 2023	% Change from Jun 2023	% Change from Jul 2022	Sparklines (data since Jan 2019)
Program Attendees 2,481	4.55%	-1.47%	N/A
Total Programs 116	-6.45%	8.41%	
Waitlisted People 69	-13.75%	-34.91%	
Waitlisted Programs 21	-8.70%	-4.55%	

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

Month ▾
Jul 2023
Jun 2023
May 2023
Apr 2023
Mar 2023
Feb 2023
Jan 2023
Dec 2022
Nov 2022
Oct 2022
Sep 2022
Aug 2022
Jul 2022
Jun 2022

Cardholders			
Counts for Jul 2023	% Change from Jun 2023	% Change from Jul 2022	Sparklines (data since Jan 2019)
Active Cardholders 5,039	1.51%	4.18%	
New Cardholders 279	2.20%	1.45%	

Website Stats			
Counts for Jul 2023	% Change from Jun 2023	% Change from Jul 2022	Sparklines (data since Jan 2019)
Pageviews 26,498	9.47%	21.61%	

For more detailed information, please visit <https://clearviewlibrary.org/about-us/values-priorities/our-impact>





## Reports of Liaisons

### Julie Cline - Town of Windsor

- Harvest Festival  
Home - Windsor Harvest Festival | September 2-4, 2023 | Windsor Colorado  
Check the website for the schedule of activities for the weekend  
The Parade Route has changed for Labor Day, September 4th, and will go down Main Street, Hwy 392; check the town website for road closure details  
Don't forget Doggy Dip at the Pool on Sunday, September 3rd
- Police Department Catalytic Converter Theft Prevention Class  
The Windsor Police Department and the Colorado Auto Theft Prevention Authority are again hosting a Catalytic Converter DIY Theft Prevention Kit giveaway event! The next event will be held Saturday, Sept. 23, from 8 am to noon, at the Windsor Police Department, 200 N. 11th St. Pre-registration is required, and spots are limited, so learn more and sign up at <https://bit.ly/CatalyticKit>
- Energy Savings Opportunity  
Ready to start your journey toward lower energy bills and a more comfortable home? Xcel Energy's Home Energy Squad will come to your home and make it more efficient for you for FREE. 🌱 Use the code SAVE50 to schedule your visit at <http://www.xcelenergy.com/HomeEnergySquad>
- Rec Center  
Closed week of 8/21 for various maintenance projects, will open back 8/28. One big upgrade is new snow-melt sidewalks will be installed on the south, east, & north entrances.

### Ray Ruth - Weld RE4 School District

- School is back in session, and we have completed the first full week. Great to see everyone back at it!
- Ground is starting to move on the new middle school, as well as continued progress on both new elementary schools.
- There was a potential map of new school boundaries that has been leaked online. We have heard a lot of concerns, but this is not the final map. The team will continue working on the



## Reports of Liaisons

process of gathering feedback and will present proposals to the board and to Superintendent Scallon.

## CLEARVIEW LIBRARY DISTRICT

## Balance Sheet

As of July 31, 2023

Jul 31, 23

## ASSETS

## Current Assets

## Checking/Savings

1010 - Petty Cash	131.40
1015 - Cash on Hand	433.30
1033 - ColoTrust LT Bldg 8004	2,390,486.00
1034 - Colo Trust Gen Fund Res 8005	2,177,260.98
1038 - Colo Trust Operating Fund 8003	3,745,431.84
1040 - Colo Trust Capital Fund-8001	1,182,952.54
1053 - Bank of Colorado--Checking	207,137.79
1054 - Bank of San Juans, Glacier FB	4,663,582.68

Total Checking/Savings	14,367,416.53
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## Other Current Assets

1150 - Delinquent Property Tax	62.11
1151 - Current Prop. Taxes Rec.	4,652,026.00
1170 - Prepaid Expenses	30,064.01

Total Other Current Assets	4,682,152.12
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Total Current Assets	19,049,568.65
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## Other Assets

1250 - Land	1,047,824.00
1255 - Land Improvements	146,656.00
1260 - Building & Improvement	3,926,855.88
1270 - Furniture and Equipment Asset	829,671.37

Total Other Assets	5,951,007.25
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<b>TOTAL ASSETS</b>	<b>25,000,575.90</b>
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## LIABILITIES &amp; EQUITY

## Liabilities

## Current Liabilities

## Accounts Payable

2000 - *Accounts Payable	357,549.49
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Total Accounts Payable	357,549.49
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Total Current Liabilities	5,025,019.53
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## Long Term Liabilities

2850 - Invest. in Gen. Fixed Assets	6,038,354.43
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Total Long Term Liabilities	6,038,354.43
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Total Liabilities	11,063,373.96
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## Equity

2860 - 2000 Fund Balance	2,241,496.00
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2862 - TABOR Requirement	129,287.00
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3900 - Retained Earnings	9,775,260.25
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Net Income	1,791,158.69
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Total Equity	13,937,201.94
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<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>25,000,575.90</b>
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**Clearview Library District**  
**July 2023 Revenue and Expenditures**

	July 23	YTD	2023 Budget	% of Budget
<b>Revenue</b>				
Property Tax	\$31,656	\$5,695,777	\$5,736,273	99%
Specific Ownership Tax	\$20,457	\$139,441	\$230,000	61%
Other Income	\$56,065	\$243,851	\$153,107	159%
<b>Total Operating Revenue</b>				
Total Operating Revenue	\$108,179	\$6,079,070	\$6,119,380	99%
<b>Expense</b>				
Bookmobile	\$63	\$9,820	\$22,000	45%
IT	\$9,705	\$112,284	\$213,750	53%
Materials	\$23,877	\$183,826	\$411,500	45%
Operating Expenses	\$15,268	\$276,678	\$501,494	55%
Programming	\$6,797	\$33,841	\$60,000	56%
Public Relations	\$2,475	\$15,579	\$98,400	16%
Salaries and Wages	\$171,368	\$1,180,354	\$2,346,659	50%
Benefits	\$45,980	\$321,434	\$722,474	44%
Professional Development	\$2,551	\$9,221	\$32,500	28%
Capital	\$3,634	\$17,925	\$83,707	21%
Lease Payment - Branch	\$0	\$58,311	\$356,622	16%
<b>Total Operating Expense</b>				
Total Operating Expense	\$281,719	\$2,219,273	\$4,849,106	46%
<b>Total Capital Expense</b>				
Total Capital Expense	\$260,124	\$2,068,366	\$8,683,478	24%
<b>Total Expense</b>				
Total Expense	\$541,843	\$4,287,640	\$13,532,584	32%
<b>DOLA Grant</b>				
DOLA Grant	\$57,728	\$57,728	\$500,000	12%
<b>Net Income</b>				
Net Income	-\$433,664	\$1,791,430	\$0	

# Clearview Library District Treasurer's Report

**Jul-23**

## Current Assets

<b>Checking/Savings/Cash</b>	<b>6/30/2023</b>	<b>7/31/2023</b>	<b>Change +/-</b>
1010 · Petty Cash	\$ 51.40	\$ 131.40	\$ 80.00
1015 · Cash on Hand	\$ 433.30	\$ 433.30	\$ -
1033 · ColoTrust LT Bldg 8004	\$ 2,379,799.37	\$ 2,390,486.00	\$ 10,686.63
1034 · Colo Trust Gen Fund Res 8005	\$ 2,167,509.40	\$ 2,177,260.98	\$ 9,751.58
1038 · Colo Trust Operating Fund 8003	\$ 4,376,227.84	\$ 3,745,431.84	\$ (630,796.00)
1040 · Colo Trust Capital Fund-8001	\$ 1,177,654.29	\$ 1,182,952.54	\$ 5,298.25
1053 · Bank of Colorado--Checking	\$ 397,169.17	\$ 207,137.79	\$ (190,031.38)
1054 · Bank of San Juans, Glacier	\$ 4,663,582.68	\$ 4,663,582.68	\$ -
<b>Total Checking/Savings</b>	<b>\$ 15,162,427.45</b>	<b>\$14,367,416.53</b>	<b>\$ (795,010.92)</b>
June 2023 Close	\$ 15,162,427.45		
July 2023 Close	\$ 14,367,416.53		
Month To Month Change	\$ (795,010.92)		

## **Draft Minutes (Unapproved)**

### **Call to Order**

President Jeromey Balderrama called the meeting to order at 5:34 p.m.

### **Roll Call**

Present: President Jeromey Balderrama, Vice-President Cole Gerstner, Treasurer Ron Dunworth, Secretary Lisa Gagliardi, Trustee Rochelle Brotsky, Trustee Kendra Adams, Town of Severance Liaison Frank Baszler (joined at 5:50 p.m.), Town of Windsor Liaison Julie Cline, Weld RE-4 School District Liaison Raymond Ruth, and Attorney William Garcia

### Absent:

Staff: Library Director Ann Kling, Public Services Manager Casey Lansinger-Pierce, IT & Technical Services Manager Beth Gallinger, Communications Specialist Christine Henschler, Office Manager Natalie Wagner, and Financial/HR Specialist Erin Mitchell

### **Mission**

Cultivate Curiosity. Enlighten the Mind. Strengthen the Community.

### **Review of Agenda**

Director Kling announced that no Executive Session will be held tonight.

Motion by Cole Gerstner, second by Ron Dunworth, to Remove the Executive Session from the Agenda; motion passed unanimously.

### **Public Input**

Nothing at this time.

### **Director's Report - Ann Kling, Library Director**

- Communication and Monthly Statistics
  - Director Kling reported on the following items. The end of the Summer Adventure Program carnival is to be held this Saturday. August's All Staff meeting will be a virtual meeting, titled Library Board 101. Library board members have been invited to attend. The Sign-A-Beam & Touch-A-Truck event will be at the Severance branch project on Thursday, 8/24/23, from 5:30-7:00 p.m.
- Introduction of Staff
  - Director Kling asked staff to introduce themselves to the board.
    - Diane Cabrera, IT Assistant
    - Jessica Colombo, Communications Assistant

### **Follow Up Questions to Board/Liaison Reports**

Weld RE-4 School District Liaison Ray Ruth reported that the two new elementary schools are going vertical, and work is happening on the new middle school.

Town of Severance Liaison Frank Baszler reported on Severance Days and that he will send in his monthly report.

Town of Windsor Julie Cline sent in her monthly report. She also reported that Windsor has a coupon sheet for the businesses near Hwy 257 & Eastman Park Rd., that could use some patronage during the road construction project. Julie will bring some coupon sheets to the library for people to have access to.

### **Treasurer's Report** - Ron Dunworth, Treasurer

Ron reported on collection of money from Weld County, moving money with the Bank of the San Juans, and DOLA grant money to be applied. Ron reported on the budget and that it's about 40%; the district is doing good.

Motion by Rochelle Brotsky, second by Cole Gerstner, to accept the Treasurer's Report as presented for June 2023; motion passed unanimously.

### **Friends & Foundation Report** - Rochelle Brotsky, Trustee

Casey reported the F&F are working on the Author Talk and tie-in programming with that event. The F&F will most likely do a Harvest Fest parade float in 2024. In January 2024, two board members will retire. The F&F bookshelf is back in the vestibule at the Windsor Severance Library. The library board has reviewed the job description for a part-time F&F Director and soon will post and hire for that position.

### **Old Business**

- Approve Minutes of the June 23, 2023, Special Board Meeting
  - Minutes were approved.
  - Motion by Kendra Adams, second by Rochelle Brotsky, to approve Minutes of the June 23, 2023 Special Board Meeting; motion passed unanimously.
- Approve Minutes of the June 29, 2023, Regular Board Meeting
  - Minutes were approved.
  - Motion by Cole Gerstner, second by Kendra Adams, to approve Minutes of the June 29, 2023 Regular Board Meeting; motion passed unanimously.
- Approve Minutes of the July 6, 2023, Special Board Meeting
  - Minutes were approved.
  - Motion by Cole Gerstner, second by Rochelle Brotsky, to approve Minutes of the July 6, 2023, Special Board Meeting; motion passed unanimously.
- Building Project Update - Ann Kling, Library Director
  - Director Kling reported on putting in for the first DOLA request.

- The Severance branch project updates are on the website. At the job site, the plumbing infrastructure is in, electrical infrastructure is being worked on, the foundation is in, and the piles of dirt are being removed.
- Strategic Planning Update - Ann Kling, Library Director
  - Director Kling reported that July's meetings were more of an educational type about what the library district does and services it offers the community. Take always were further delving into thoughts, suggestions, and questions from committee members.
- Crime Insurance Update - Ann Kling, Library Director
  - Director Kling reported there isn't an update at this time.
- Security Plan Update - Ann Kling, Library Director
  - Director Kling reported hearing from another security consultant who will be submitting a proposal.
- 2022 Annual Audit Update - Ann Kling, Library Director
  - Director Kling reported that the audit has been completed. There will be an audit committee meeting, the auditor will summarize the audit and take questions from committee members. Director Kling will file the audit electronically with the state of Colorado before July 31st.

### **New Business**

- Annual Review of Investments - Ron Dunworth, Library Board Treasurer
  - Ron reported on being well ahead of the target for investments. The investments are working well therefore, at this time, there is no need to investigate doing anything more. The library district's current investment strategy is working and going well.
- Annual Impact Report - Christine Henschler, Communications Specialist
  - Christine shared the report through a slideshow presentation, reported that it is in its final draft stages, and that the board will receive copies for review. Christine answered board questions. Christine thanked Brad Vogler for his work on the report. Director Kling and the board thanked Christine and Brad for both their work on the report.
- Director's 2nd Quarter 2023 Goals - Ann Kling, Library Director
  - Director Kling reported on the Administrative Services Building being done, the Windsor Severance Library has a couple more things, and the Severance branch is under construction.
  - Director's Evaluation/feedback will be done in November.

### **Upcoming Agenda**

Introduction of Staff  
Building Project Update  
Strategic Planning Update  
Crime Insurance Update



Population and Housing

**Adjourn**

Motion by Kendra Adams, second by Ron Dunworth, to adjourn; motion passed unanimously. The meeting adjourned at 7:04 p.m.

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**Upcoming Meetings**

- Board of Trustees Regular Meeting, August 31, 2023, 5:30 p.m. – Windsor Severance Library and 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.*

DRAFT

## Draft Minutes (Unapproved)

### Call to Order

President Jeromey Balderrama called the special meeting to order at 5:31 p.m.

### Roll Call

Present: President Jeromey Balderrama, Vice-President Cole Gerstner, Treasurer Ron Dunworth, Secretary Lisa Gagliardi, Trustee Rochelle Brotsky, Trustee Kendra Adams, and Attorney Bill Garcia

Staff: Library Director Ann Kling, Public Services Manager Casey Lansginer-Pierce (online), IT & Technical Services Manager Beth Gallinger, Communications Specialist Christine Henschler (online), Office Manager Natalie Wagner, and Financial/HR Specialist Erin Mitchell (online).

### Review of Agenda

Ron Dunworth moved to drop the Executive Sessions from the agenda as these should be talked about in public.

Motion by Ron Dunworth, second by Cole Gerstner, to Remove the Executive Sessions from the Agenda; motion passed unanimously.

### Public Input

President Balderrama announced that public comment will be heard at the beginning of the meeting. Public comment was given by community residents present. There was no public comment given by Zoom community residents.

### New Business

- Consider Amendment of Facilities Plan and Consider Declaration of Surplus Property - Main Street Property - Jeromey Balderrama, Library Board President
  - President Balderrama asked Attorney Garcia to speak on the Facilities Plan. Attorney Garcia cited library law Colo. Rev. Stat. § 24-90-109(1)(i) and then stated how to proceed discussing the Facilities Plan. He also spoke to the background of the Facilities Plan.
  - Motion by Cole Gerstner, seconded by Kendra Adams, that at this time to affirm the current facility plan and decline to declare the Main Street property as surplus property.
  - Board members each shared their thoughts and opinions, and held discussion on the Facilities Plan and the Main Street property.

- Cole asked that the term sheet be attached to the minutes of this meeting as open record to the public. Attorney Garcia said that the term sheet can be attached to the minutes for public viewing and that it does not have any language within it that deals with confidentiality, or confidentiality clause, or non-disclosure.
- Motion by Cole Gerstner, second by Kendra Adams, to Affirm the Current Facility Plan and to Decline to Declare the Main Street Property Surplus Property Both at this Time and Also Make the August 1st Term Sheet in the Form of Entry from Dylan Companies Kansas LLC that those Documents be Part of the Record in the Minutes of this Meeting:
  - Roll call vote was taken; Motion carries.

### **Adjourn**

Motion by Kendra Adams, second by Cole Gerstner, to adjourn; motion passed unanimously. The meeting adjourned at 6:14 p.m.

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### **Upcoming Meetings**

- Board of Trustees Regular Meeting, August 31, 2023, 5:30 p.m. – Windsor Severance Library and 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.*

## TERM SHEET

August 1, 2023

Ann Kling  
Director  
Clearview Library District  
730 3rd St.  
Windsor, CO 80550  
Email: [director@clearviewlibrary.org](mailto:director@clearviewlibrary.org)

RE: Term Sheet and Letter of Intent –  
Northwest corner of Hwy 392 and the to be built Greenspire Dr.  
Windsor, CO

Dear Ann,

I am pleased to convey the following terms which, if acceptable between Seller and Buyer, would form the basis of a Purchase & Sale Agreement (PSA).

1. **BUYER:** Dillon Companies LLC, a Kansas limited liability corporation, dba King Soopers
  2. **SELLER:** Clearview Library District
  3. **PROPERTY:** Approximately 5.76 acres of land shown on the attached Parcel Map as Lot 3 and generally located at the Northwest corner of Hwy 392 and the to be built Greenspire Dr. in the city of Windsor, county of Weld, state of Colorado.  
Parcel Number 080716422014  
Account Number - R3651605
  4. **PURCHASE PRICE:** \$1,500,000
  5. **CAPITAL COMMITTEE:** This deal is contingent upon Buyer receiving approval of Kroger's capital committee.
  6. **SELLER'S WORK:** Seller shall deliver the property in "as-is where-is" condition.
  7. **ENTRY AGREEMENT:** Time is of the essence due to the entitlement process. Buyer's investigation as outlined in the Entry Agreement (form attached) shall be completed within 180 days of the effective date of the Entry Agreement. Buyer shall have the ability to extend its investigation two times for thirty (30) days per extended period.
-

8. **EXCLUSIVE:** In addition to other restrictions etc. Buyer shall have the sole right in the Shopping Center to sell groceries, liquor, and operate a pharmacy, which shall be further defined in the forthcoming amendment to the existing REA for the Shopping Center, which shall be negotiated simultaneously with the purchase and sale agreement.
9. **EXCLUSIVE NEGOTIATIONS:** Seller acknowledges that Buyer is seeking to obtain building permits as quickly as possible and will be spending a considerable amount of money prior to closing. As such, Seller will not enter negotiations with another user for the Property or with a competitor to Buyer.
10. **CLOSING DATE:** Closing date shall be within 30 days of Buyer's receipt of building permit.
11. **BROKERS:** Crosbie Real Estate Group, LLC (Scott Steputis and Rhonda Coy) are acting as Buyer's agent and shall be paid a market rate anchor commission per a separate agreement with the Seller.

In compliance with C.R.S. 12-61-808, regarding disclosure requirements, Crosbie Real Estate Group, LLC., advises all parties hereto that it is acting as Buyer's agent in this transaction. Please be advised that "DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE THAT INCLUDE TENANT AGENCY, LANDLORD AGENCY, BUYER AGENCY, SELLER AGENCY, OR STATUS AS A TRANSACTION BROKER.

**DISCLAIMER:**

This letter/proposal is intended solely as a preliminary expression of general intentions and is to be used for discussion purposes only. The parties intend that neither shall have any contractual obligations to the other with respect to the matters referred to herein unless and until a definitive agreement has been fully executed and delivered by both parties. The parties agree that this letter/proposal is not intended to create any agreement or obligation by either party to negotiate a definitive purchase and sale agreement and imposes no duty whatsoever on either party to continue negotiations, including without limitation any obligation to negotiate in good faith or in any way other than at arm's length. Prior to the delivery of a definitive executed agreement, and without any liability to the other party, either party may (1) propose different terms from those submitted herein, (2) enter into negotiations with other parties and/or (3) unilaterally terminate all negotiations with the other party hereto. The parties acknowledge that they have not entered into any agreement to negotiate such definitive Purchase and Sale Agreement to this letter of intent, and either party may, at any time prior to the execution of such definitive Purchase and Sale Agreement, propose different terms from those summarized herein and unilaterally terminate all negotiations without any liability whatsoever to the other party. Each party is and will be solely liable for all of its fees, costs, and other expenses in connection and in conjunction with the negotiation and preparation of a final agreement pursuant to this Letter of Intent.

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If the foregoing meets with your approval, please sign both copies of this letter and return one fully executed. The terms of this letter will automatically terminate within five (5) business days.

**We look forward to your response and working with you.**

**THIS FORM HAS NOT BEEN APPROVED BY THE STATE OF COLORADO REAL ESTATE COMMISSION.**

Accepted and agreed to this \_\_\_\_ day of \_\_\_\_\_, 2023.

Buyer:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Accepted and agreed to this \_\_\_\_ day of \_\_\_\_\_, 2023.

Seller:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\*\*\* END OF AGREEMENT \*\*\*

---

Parcel Map



Form of ENTRY AGREEMENT

**THIS ENTRY AGREEMENT** (this "Agreement") made effective this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between \_\_\_\_\_ ("Licensor"), and **Dillon Companies, LLC, a Kansas limited liability company, d/b/a King Soopers, a Kansas corporation** ("Licensee").

WITNESSETH:

**WHEREAS**, Licensor is the owner of certain land located \_\_\_\_\_ (the "Premises"), which Premises consists of approximately \_\_\_\_ acres and more particularly depicted in Exhibit "A" attached hereto and made a part hereof by this reference; and

**WHEREAS**, Licensee desires, by and through its contractors, to perform work, including without limitation, title, survey, environmental studies, soil borings, building structural investigation, feasibility studies and the like ("Due Diligence") at the Premises; and

**WHEREAS**, in furtherance of the foregoing, Licensor desires to grant Licensee a license to enter upon the Premises in order to perform Due Diligence.

**NOW THEREFORE**, in consideration of One and 00/100 Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Licensee shall have the right and obligation, for a period of one hundred eighty (180) days immediately following the date of this Agreement (the "Testing Period"), to enter upon the Premises and perform Due Diligence, at Licensee's sole cost and expense. During the Testing Period, Licensee shall take (and shall cause its contractors to take) commercially reasonable efforts to not unreasonably disrupt the business operations of Licensor or any tenants of Licensor conducting business on the Premises.
  2. Licensee shall indemnify, defend and hold harmless Licensor, its employees, agents, representatives and tenants, from and against any and all claims, actions, damages, liabilities, and expenses, including reasonable attorneys' fees, in connection with loss of life, personal injury, or damage to property arising from or out of any occurrence in, upon or at the Premises in connection with Licensee's Due Diligence.
  3. Licensee shall be fully and solely responsible for all damage done to the Premises resulting from Licensee's Due Diligence (ordinary wear and tear excepted), and shall promptly repair the same at its sole cost and expense.
  4. Licensee's right to access the Premises under this Agreement shall terminate when this Agreement expires or is otherwise terminated prior to the end of the Testing Period.
-



**IN WITNESS WHEREOF**, the parties hereto signed this Entry Agreement as of the date first written above.

"Licensor"

\_\_\_\_\_

By:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

\_\_\_\_\_

"Licensee"

Dillon Companies, LLC, a Kansas  
limited liability company d/b/a King  
Soopers, a Kansas corporation

By:

\_\_\_\_\_  
Name:

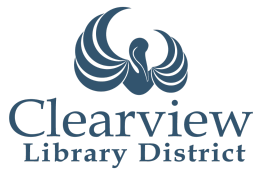
\_\_\_\_\_  
Title:

\_\_\_\_\_

**EXHIBIT A**

**Premises**

(insert plan / survey)



## MEMORANDUM

**To:** Library Board of Trustees  
**From:** Ann Kling, Library Director

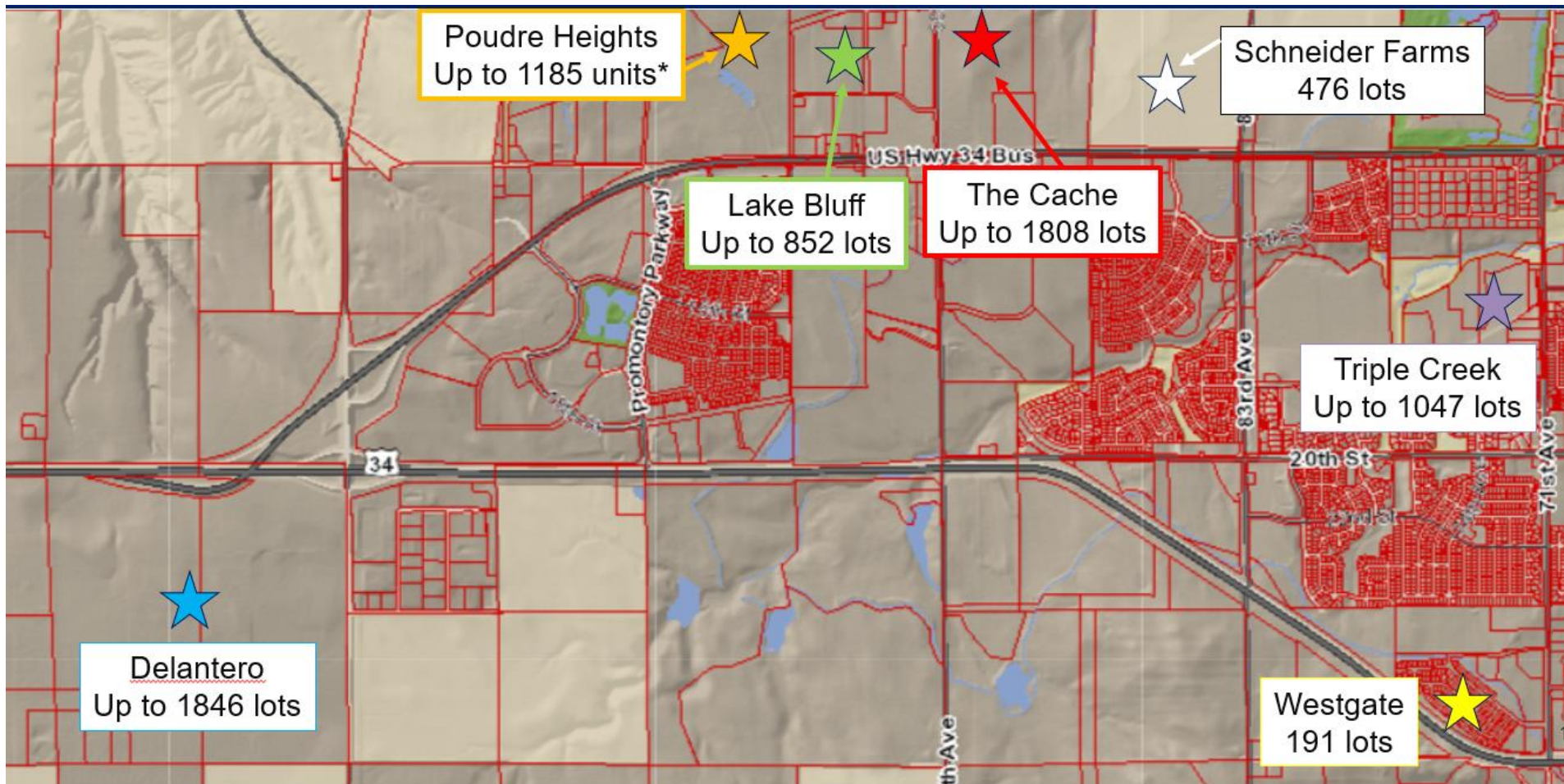
**Date:** August 31, 2023  
**Re:** Population and Housing Review  
**Item 5.1:** New Business

### **Background / Discussion**

The Board of Trustees reviews population and housing data each July to track trends. The information is used for future planning.

### **Attachments**

Pertinent documents on population and housing covering Severance, West Greeley and Windsor.



Poudre Heights  
Up to 1185 units\*

Schneider Farms  
476 lots

Lake Bluff  
Up to 852 lots

The Cache  
Up to 1808 lots

Triple Creek  
Up to 1047 lots

Delantero  
Up to 1846 lots

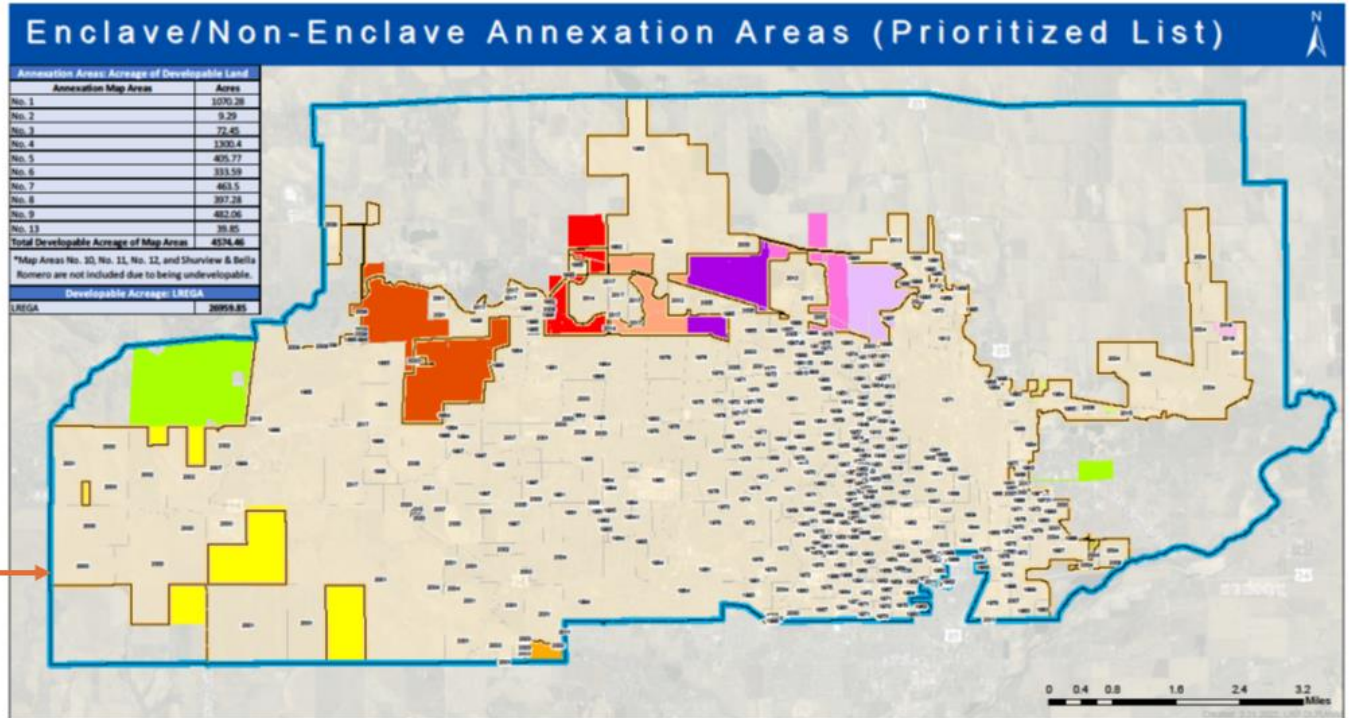
Westgate  
191 lots

# Next Growth Areas: Annexations

4500+ acres of developable land in high priority annexation areas

City's Long Range Urban Growth Area

Dates from 1871 to 2018



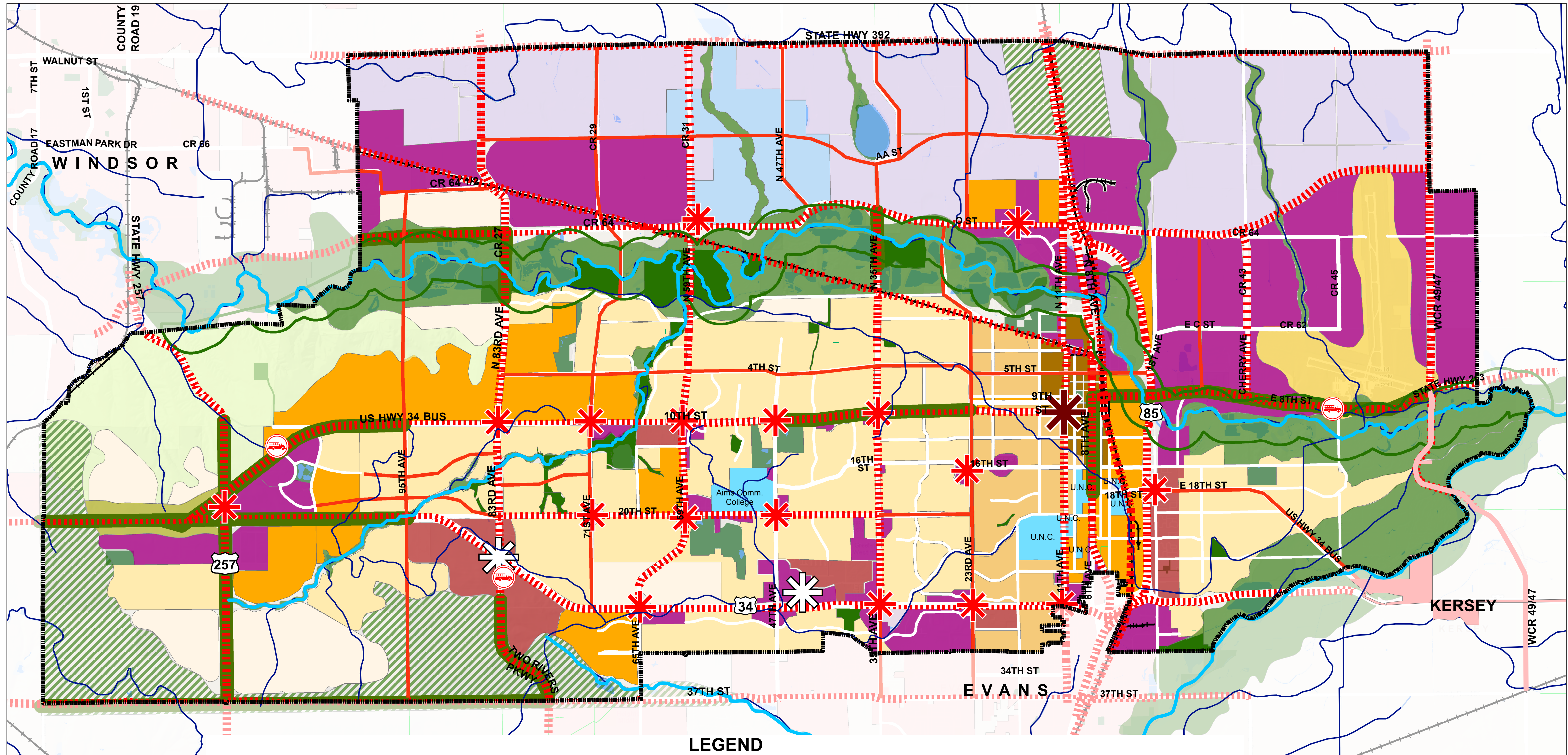
Annexation Area	Acres of Developable Land
Annexation Map Areas	Acres
No. 1	1030.28
No. 2	9.29
No. 3	72.45
No. 4	1300.4
No. 5	405.77
No. 6	333.59
No. 7	463.5
No. 8	397.28
No. 9	482.06
No. 12	38.85
<b>Total Developable Acres of Map Areas</b>	<b>4574.46</b>
*Map Areas No. 10, No. 11, No. 12, and Shurview & Bella Romero are not included due to being undevelopable.	
<b>Developable Acres: LREGA</b>	
LREGA	28954.85



## PRIORITY LIST


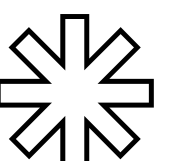

- No. 1
- No. 2
- No. 3
- No. 4
- No. 5
- No. 6
- No. 7
- No. 8
- No. 9
- No. 10
- No. 11
- No. 12
- No. 13
- Shurview & Bella Romero
- 18th Street ROW
- 18th Street Annexation
- LREGA

# LAND USE GUIDANCE MAP






## LEGEND

### CENTERS

-  Downtown Center
-  Regional Center
-  Neighborhood Center







### CORRIDORS

-  Multi-Modal Corridor
-  Special Multi-Modal Corridor Landscaping
-  Poudre River Greenway






### SPECIAL RECOMENDATIONS

-  Potential Fire Station Locations


### AREAS

-  Airport Area
-  Higher Education Hubs
-  Employment, Industrial, and Commercial Areas
-  North Annexation Area
-  Mixed Use High Intensity
-  Urban Reserve

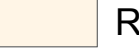
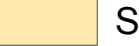



### OPEN LANDS & NATURAL AREAS

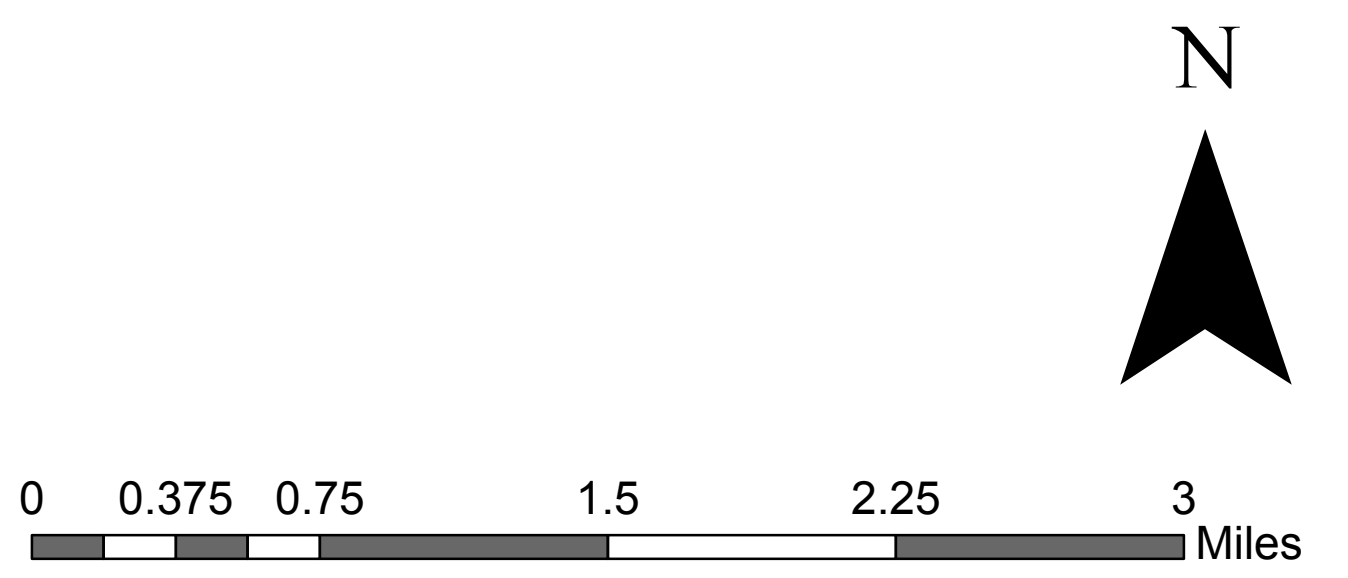
-  Bluffs
-  Community Separator
-  Entryway Character Corridor
-  Riparian Land
-  City Owned Natural Areas

### Town of Kersey

-  Town of Kersey

### NEIGHBORHOODS

-  Rural
-  Suburban
-  Legacy Urban
-  Mixed Use
-  Downtown

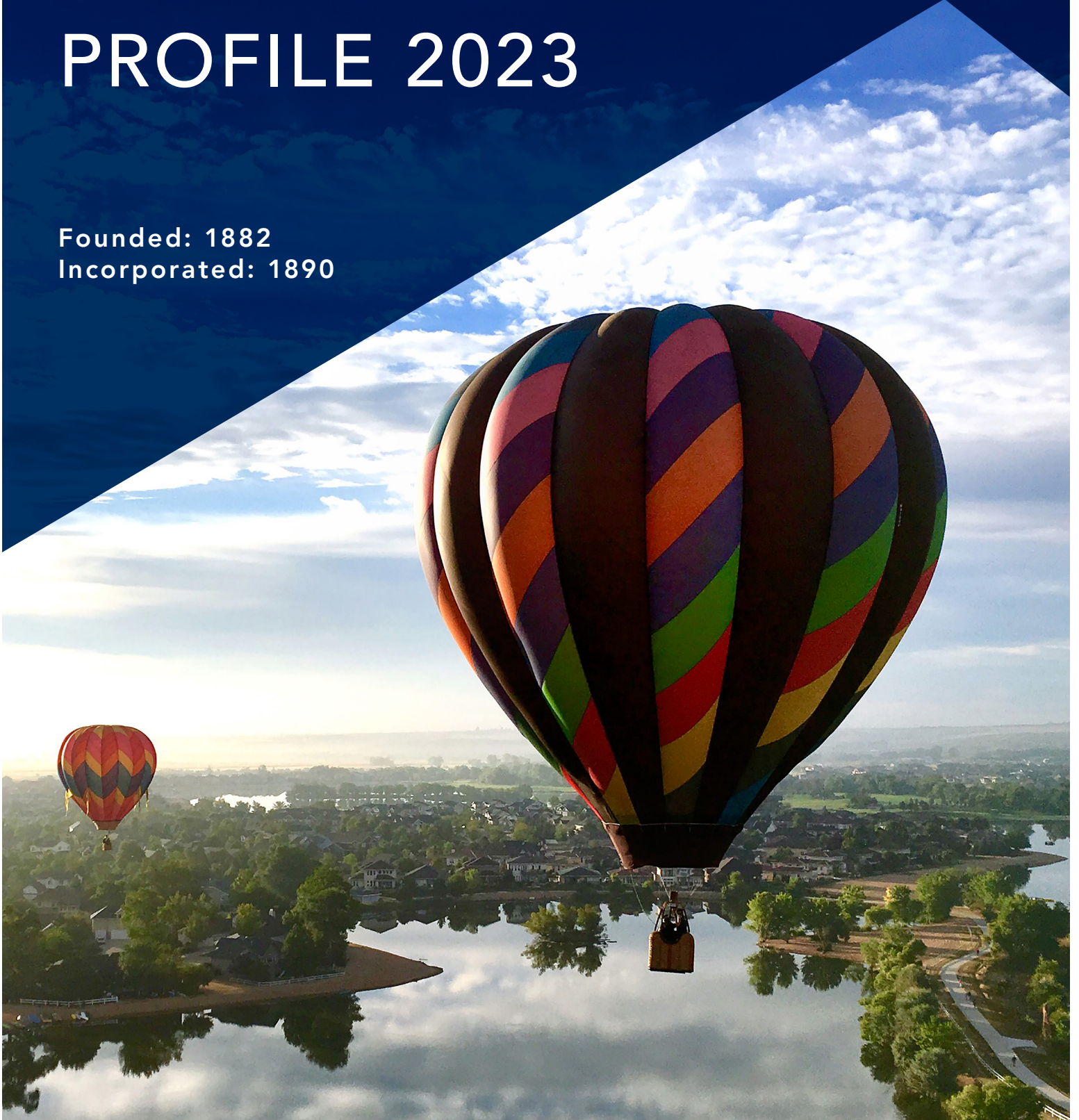


Date of Preparation 12/1/17



# COMMUNITY PROFILE 2023

Founded: 1882  
Incorporated: 1890



POPULATION

**42,840**

LARIMER COUNTY

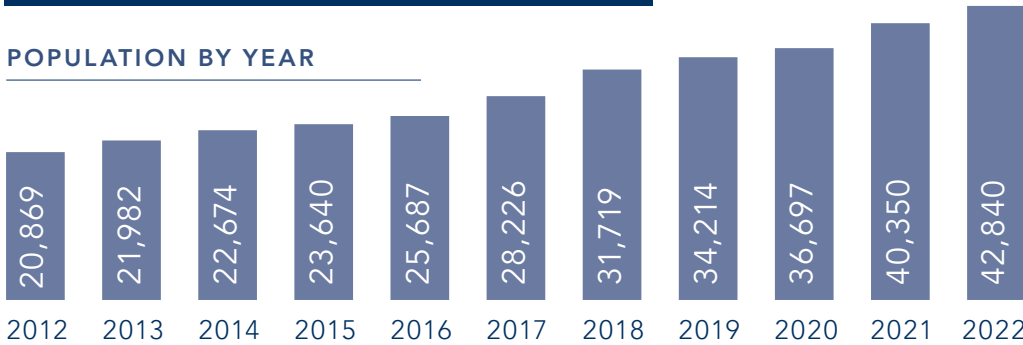
376,898

WELD COUNTY

350,176

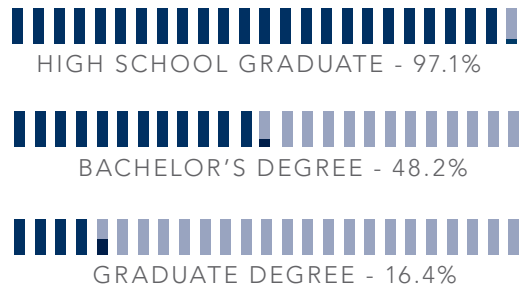
**39** MEDIAN AGE

POPULATION BY YEAR

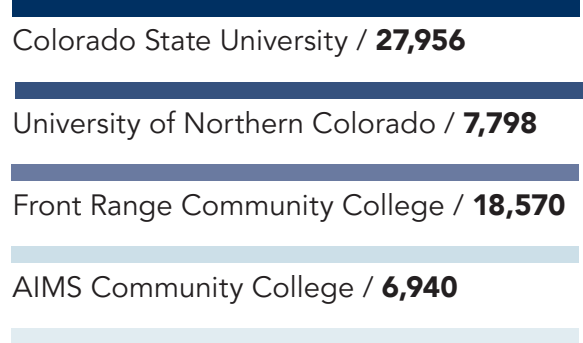


7.36% AVERAGE YEARLY GROWTH RATE SINCE 2012

EDUCATION ATTAINMENT



HIGHER EDUCATION ENROLLMENT



HOUSING

**15,635 UNITS**



- 80% OWNER OCCUPIED
- 20% RENTER OCCUPIED

1.3% RENTAL VACANCY  
.6% OWNER VACANCY

HOUSEHOLD INCOME

**\$111,477** MEDIAN  
**\$132,933** AVERAGE

HOME SALES

**\$600,000** MEDIAN

**96** MEDIAN DAYS ON MARKET

ELECTED OFFICIALS TOP STRATEGIC PLAN PRIORITIES

- Strategic Growth
- Sustainable Infrastructure
- Vibrant and Healthy Economy

\* Sources: ESRI, Town of Windsor, RedFin, Realtor, Direct Source, US Census

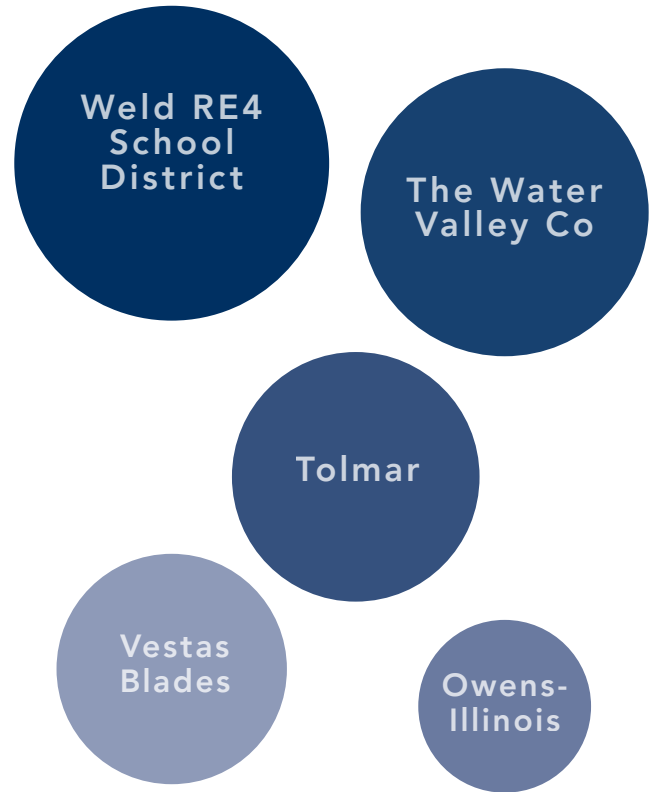


## WORKFORCE POPULATION

24,661 Total Eligible Age 16 and Over



## TOP EMPLOYERS



## TOP INDUSTRIES

Educational Services & Healthcare	22.8%
Professional, Scientific & Technical	12.7%
Manufacturing	11.7%
Finance, Insurance & Real Estate	9.4%
Construction	8.4%
Retail Trade	8.1%
Other	26.9%

## SIZE

27.0  
SQUARE  
MILES

## SITE OPPORTUNITY FOR COMMERCIAL DEVELOPMENT



~7,000  
AVAILABLE  
ACRES

13  
BUSINESS  
PARKS

3  
COMMERCIAL  
AREAS

## INFRASTRUCTURE



### AIR

- » Denver International
- » Northern Colorado Regional
- » Greeley-Weld County
- » Cheyenne Regional



### RAIL

- » Great Western Railway
- » Burlington Northern Sante Fe Railway (BNSF)
- » Union Pacific Railroad



### TRUCK

- » I-25
- » Highway 392
- » Highway 257
- » Highway 34

## GOVERNMENT

### Form of Government:

Colorado Home Rule Municipality;  
Board-Manager

### Boards & Commissions:

Town Board; Planning Commission; Board of Adjustment;  
Parks, Recreation & Culture Advisory Board; Historic Preservation;  
Water & Sewer Board; Tree Board; and Housing Authority

## TAXES

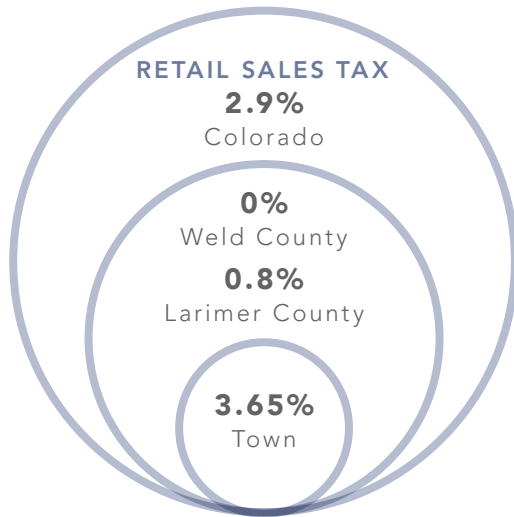
**no. 40**  
State Revenue  
per Capita

**no. 29**  
State & Local Corporate  
Income Tax Collections  
per Capita

**7.35%**  
Combined State and  
Local Sales Tax Rates  
Larimer County

**6.55%**  
Combined State and  
Local Sales Tax Rates  
Weld County

*Colorado remains a popular place to do business due to lower taxes. Weld County has been able to maintain a real estate property tax level that is significantly lower than the surrounding areas due to extensive oil & gas activities.*



STATE  
CORPORATE  
& PERSONAL  
INCOME TAX IS **4.4%**  
OF FEDERAL TAXABLE INCOME

Inventories, Goods in Transit, and Intangibles are **NOT TAXED** in Colorado and there is **NO FRANCHISE TAX**.

### PROPERTY TAXES

**29%**  
ASSESSMENT RATE

Industrial or commercial property (buildings, land and equipment) is assessed at 29% of market value. The state does not levy a property tax; however, counties do via tax districts and mill levies.

### How do mill levies work?

The mill levy represents the dollars levied for each \$1,000 of assessed value. For example, with a mill levy of 95.000 mills, the property owner would pay \$95.00 for every \$1,000 in assessed value.

### STATE UNEMPLOYMENT INSURANCE

New employers start paying UI premiums at a beginning rate depending on the type of business activity. For rate year 2023 the rate consists of only the base rate. There are no surcharges in effect for 2023. New employers in construction-related industries may be subject to a different beginning rate.

### CONNECT WITH WINDSOR

Stacy Brown  
Director of Economic Development  
sbrown@windsorgov.com

Terry Schwindler, CEcD  
Business Development Specialist  
tschwindler@windsorgov.com



# BUILDING PERMIT REPORT

July 2023



## BY PERMIT TYPE

	Single Family			Multi-Family			Commercial		Industrial		Other*	
	# of Permits	Total Valuation	Total Avg. Valuation	# of Permits	# of Units	Total Valuation	# of Permits	Total Valuation	# of Permits	Total Valuation	# of Permits	Total Valuation
Jan	2	\$1.03M	\$517K	13	96	\$10.44M	6	\$0.16M	1	\$0.22M	71	\$3.81M
Feb	5	\$2.01M	\$403K	6	12	\$2.23M	2	\$1.35M	1	\$0.31M	115	\$4.09M
Mar	5	\$2.13M	\$427K	0	0	\$0.00M	1	\$0.11M	6	\$1.53M	124	\$9.77M
April	8	\$3.05M	\$382K	4	14	\$3.10M	2	\$2.34M	1	\$0.24M	119	\$4.79M
May	16	\$6.18M	\$386K	0	0	\$0.00M	1	\$2.28M	0	\$0.00M	141	\$3.66M
June	21	\$9.28M	\$442K	0	0	\$0.00M	2	\$1.87M	1	\$13.07M	152	\$4.44M
July	14	\$6.42M	\$458K	1	8	\$1.29M	3	\$4.05M	0	\$0.00M	177	\$3.50M
Aug												
Sept												
Oct												
Nov												
Dec												
<b>Total:</b>	<b>71</b>	<b>\$30.11M</b>	<b>\$3.01M</b>	<b>24</b>	<b>130</b>	<b>\$17.06M</b>	<b>17</b>	<b>\$12.16M</b>	<b>10</b>	<b>\$15.37M</b>	<b>899</b>	<b>\$34.06M</b>

\* Other includes residential/commercial additions, remodels, or tenant finishes; electrical permits, uninhabitable structures, and similar permits.  
 \*\* Valuation: The value of labor and materials and does not represent sales prices. Total average is the total value divided by number of permits. Average value is the average of all subdivisions together.



South Hill Subdivision 9th Filing - Windsor Apex Condominiums (Ridgehill Tavern)



Eagle Crossing Subdivision 10th Filing (Buckingham Apartments)



# SINGLE FAMILY BUILDING PERMIT OVERVIEW

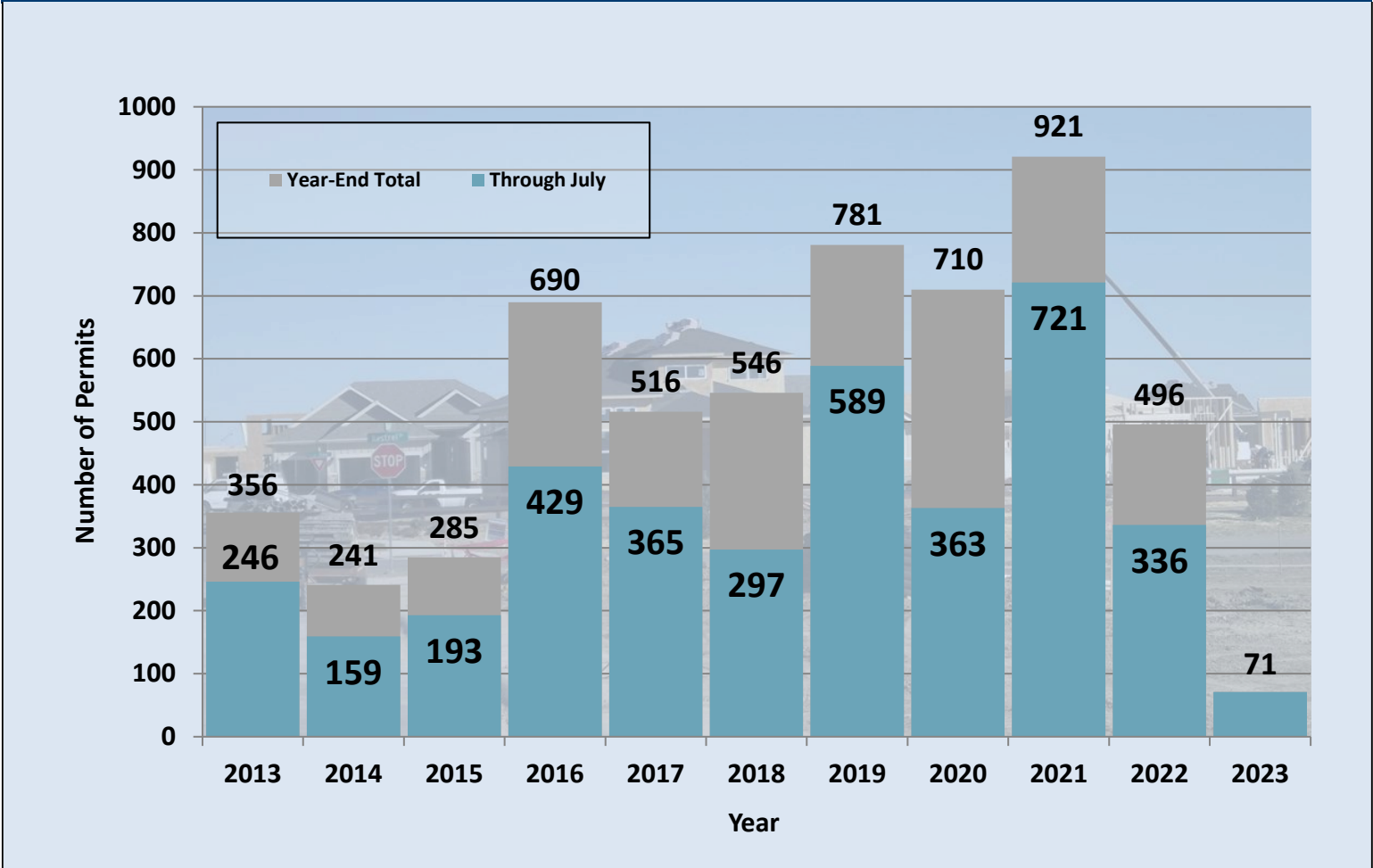
MONTHLY SUMMARY	
Permits Issued	14
Average Valuation	\$458,336
Permit Ready Lots	1,040
Lots Requiring Further Review	229

PERMITS BY SCHOOL DISTRICT		
District	Monthly Total	YTD
RE-4 Weld	11	53
PSD Larimer	3	17
R2-J Larimer	0	1

TOP PERMITS BY SUBDIVISION	
Raindance Subdivision Filings 2-6, 8, 9, 15-17, 19	9
Fossil Creek Ranch Filings 1-2	2
Greenspire (Phases 1-9)	1

LOTS BY COUNTY		
County	Total Lots	Permit Ready Lots
Larimer	2,207	238
Weld	5,345	802

## YEARLY COMPARISON—SINGLE FAMILY DETACHED PERMITS ISSUED



# SINGLE FAMILY PERMITS ISSUED BY SUBDIVISION

SUBDIVISIONS	Zone Dist.	Total Lots	Permits Issued				Lots Remaining	Permit Ready Lots	Lots Needing Further Approval	School Dist. <sup>2</sup>	Utility Service	Final Approval Date	Average Monthly Valuation Per Subdivision
			Total Issued	**Total Units Issued	Permits this Month	Units this Month							
Bison Ridge	RMU-1	111	110				1	1	0	PSD	E	2/11/02	
Brunner Farm (New Windsor)	RMU-1	313	310				3	3	0	RE-4	A	12/18/96	
Fossil Creek Ranch Filings 1-2	RMU-1	260	62			2	198	198	0	PSD	A	9/29/20	\$377,237.00
Fossil Ridge (Phases 1 - 5) (Belmont Ridge and Highlands Ridge)	ER	297	293				4	4	0	R2-J	C	7/12/04	
Governor's Farm 5th Filing	SF-1	5	5				0	0	0	RE-4	A	5/18/20	
Greenspire (Phases 1-9)	RMU-1	503	210			1	293	293	0	RE-4	A	5/11/05	\$334,616.08
Highland Meadows Golf Course (Phases 1a, 2, 3, 4, 5, 7 & 11) (north side)	ER	424	424			1	0	0	0	PSD	C	3/10/03	\$818,072.00
Highland Meadows Golf Course (Phases 4, 6, 9 and 11) (south side)	ER	231	231				0	0	0	R2-J	C	3/10/03	
Highpointe (Phases 1, 2, 3, & 4)	ER	377	375				2	2	0	R2-J	C	10/24/05	
Hilltop Estates (Pelican Hills)	ER	88	83				5	5	0	RE-4	B	4/26/99	
North Shores Estates	ER	45	44				1	1	0	RE-4	B	9/26/94	
Park Addition 5th Filing		3	3				0	0	0	RE-4	A	1/29/14	
Poudre Heights 3rd Filing	RMU-1	226	0				226	0	226	RE-4	A	11/25/19	
Providence Farm Subdivision 10th	ER	3	1				2	2	0	RE-4	A	7/9/20	
Raindance Subdivision Filings 2-6, 8, 9, 15-17, 19	PUD	1,504	1,309			9	195	195	0	RE-4	A	7/10/17	\$439,950.35
Ranch at Highland Meadows (Steeplechase)	ER	243	238				5	5	0	R2-J	D	10/25/99	
RidgeWest	PUD	115	114				1	1	0	PSD	A	8/29/97	
Shutts 3rd Filing	RMU-1	30	19				11	11	0	PSD	C	10/23/17	
South Hill Subdivision 1st and 2nd Filings	RMU-1	248	224			1	24	24	0	RE-4	A	5/9/16	\$550,000.00
Tacinala (Prairie Song) 1st Filing	RMU-1	213	5				208	208	0	RE-4	A	44,494	
The Ridge at Harmony Road Filings 1-3	RMU-1	969	964				5	5	0	RE-4	H	42,485	
Trautman 2nd Filing (The Farm at Water Valley)	ER	3	1				2	2	0	RE-4	A	38,854	
Ventana	ER	48	45				3	0	3	RE-4	B	36,717	
Village East (Filings 8-9)	RMU-1	133	133				0	0	0	RE-4	A	44,361	
Water Valley 6th Filing	RMU-1	45	43				2	2	0	RE-4	A	36,832	
Water Valley South	RMU-1	853	793				60	60	0	RE-4	A	38,113	
Westwood Village 2nd Filing	SF-1	145	143				2	2	0	RE-4	A	35,772	
Windsor Villages at Ptarmigan	RMU-1	117	101				16	16	0	PSD	C	43,763	
<b>Totals</b>		<b>7,552</b>	<b>6,283</b>	<b>0</b>	<b>14</b>	<b>0</b>	<b>1,269</b>	<b>1,040</b>	<b>229</b>				<b>\$458,336.81</b>

## Zoning

- E-1 - Estate Residential (Septic)
- E-2 - Estate Residential (Sewer)
- SF-1 - Single Family Residential
- RMU - Residential Mixed Use

## School District

- RE-4 - Weld County RE-4
- PSD - Poudre School District
- R2-J - Thompson School District

## Utility Services Index

- A. Town of Windsor Water & Town of Windsor Sewer
- B. Town of Windsor Water & Septic System
- C. Ft. Collins/Loveland Water Dist. & South Ft. Collins Sanitation Dist.
- D. Ft. Collins/Loveland Water District & Septic System
- E. Ft. Collins/Loveland Water District & Town of Windsor Sewer
- F. North Weld Water District & Septic System
- G. North Weld Water District & Town of Windsor Sewer
- H. North Weld Water & Box Elder Sewer



# UNPLATTED SINGLE-FAMILY RESIDENTIAL PROJECTS

## SUBDIVISIONS

	Zoning	Status	# of	School	Utility	Date
Harmony Master Plan	ER	MP	485	RE-4	A	7/27/09
River Ridge East Master Plan	RMU-1	MP	132	RE-4	E	5/28/97
Trevenna	SF-2	MP	262	RE-4	A	5/10/22
Tacincala Master Plan	RMU-1/ PUD	MP	1917	RE-4	A	12/18/06
Tacincala Master Plan (Collette Farm)	RMU-1	MP	618	RE-4	A	3/28/11
Great Western Industrial Park Master Plan	RMU-2/ GC	MP	2000	RE-4	A	6/13/05
Overland Master Plan	PUD	MP	691	RE-4	A	3/23/20
			<b>TOTAL:</b>	<b>6105</b>		

### KEY

MP - Master Planned - A plan that depicts the general location of land uses, land use densities/intensities, and major street network. The final subdivision plat is required to closely resemble the Master Plan land uses, densities/intensities, and layout; and is necessary for platting lots, tracts, and streets.

UR - Under Review - This project is currently being reviewed by town staff and has not yet been approved.

IA - Inactive - Projects not actively under review

#### Zoning

E-2 - Estate Residential (Sewer)

SF-1 - Single Family Residential

RMU - Residential Mixed Use

#### School District

RE-4 - Weld County RE-4

PSD - Poudre School District

R2-J - Thompson School District

#### Utility Services Index

A. Town of Windsor Water & Town of Windsor Sewer

B. Town of Windsor Water & Septic System

C. Ft. Collins/Loveland Water Dist. & South Ft. Collins Sanitation Dist.

D. Ft. Collins/Loveland Water District & Septic System

E. Ft. Collins/Loveland Water District & Town of Windsor Sewer

F. North Weld Water District & Septic System

G. North Weld Water District & Town of Windsor Sewer



# MULTI-FAMILY BUILDING PERMIT OVERVIEW

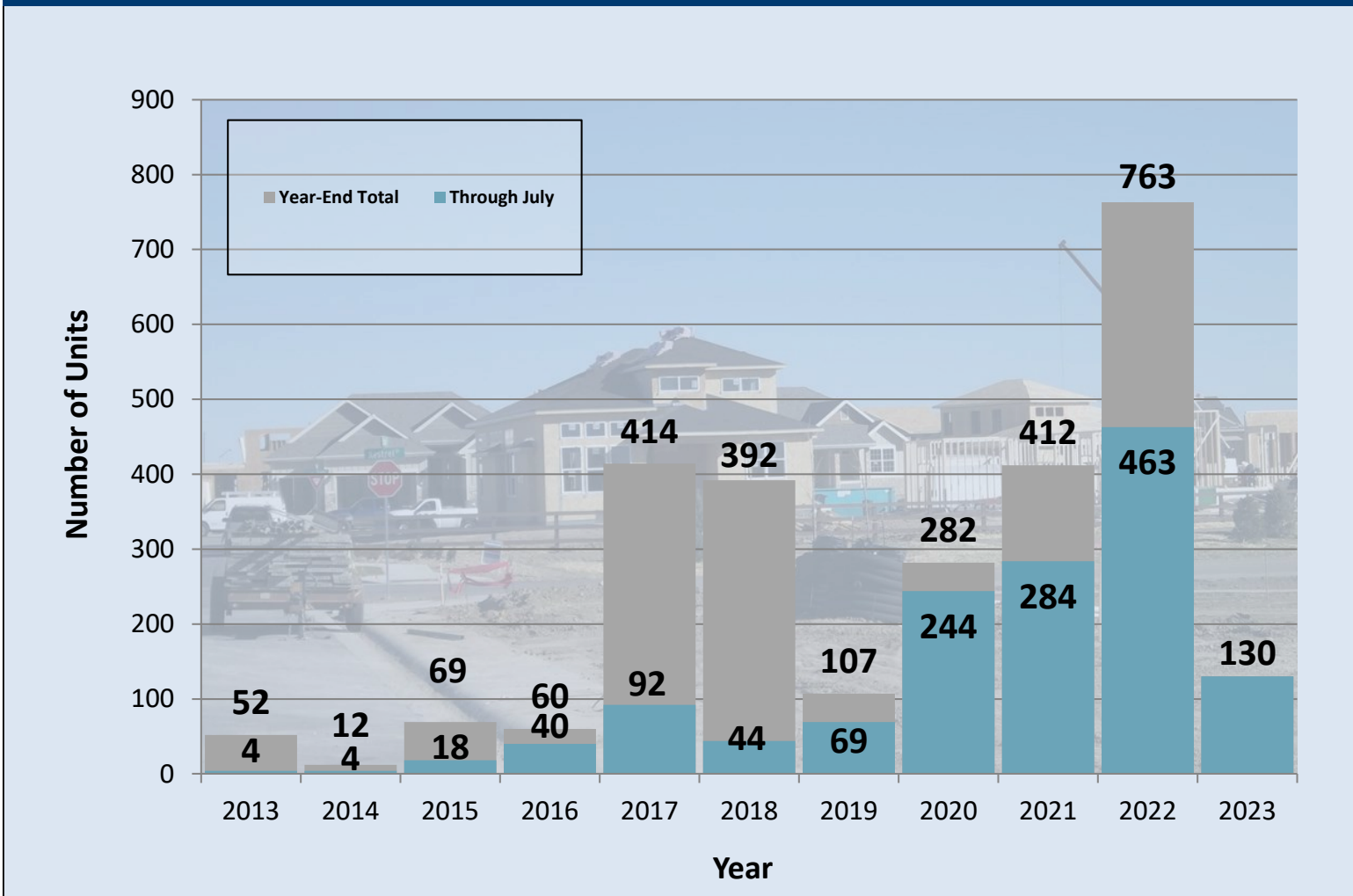
## MONTHLY SUMMARY

Permits Issued	1
Number of Units	8
Total Valuation	\$1,288,106
Permit Ready Lots	251
Lots Requiring Further Review	0

## UNITS BY SCHOOL DISTRICT

District	Monthly Total	YTD
RE-4 Weld	8	122
PSD Larimer	0	0
R2-J Larimer	0	8

## YEARLY COMPARISON—DWELLING UNITS PERMITTED





## MULTI-FAMILY PERMITS ISSUED BY SUBDIVISION

SUBDIVISIONS	Zoning	Total Lots/Units	MF Units			Units/ Lots Remaining	Permit Ready Lots/Units	Lots Needing Further Approval	School District <sup>2</sup>	Utility Service	Final Approval Date
			Total Issued	This Year	This Month						
Eagle Crossing (Buckingham) (Apartments)	PUD	353	353			0	0	0	R2-J	C	2/8/22
Greenspire (1st filing) (Attached-duplex)	RMU-1	84	76			8	8	0	RE-4	A	10/15/21
Greenspire (4th filing) (Attached-townhomes)	RMU-1	93	0			93	93	0	RE-4	A	10/15/21
Highland Meadows Golf Course 12th (Condos)	RMU-1	96	88			8	8	0	R2-J	C	10/26/15
Highland Meadows Golf Course 15th (Townhomes)	RMU-1	100	68			32	32	0	R2-J	C	8/26/19
Raindance 11th Filing (Condos)	PUD	160	104	8		56	56	0	RE-4	A	7/27/20
Raindance 12th Filing (Apartments)	PUD	525	499			26	26	0	RE-4	A	11/9/20
Raindance 20th Filing (Townhomes)	PUD	102	102			0	0	0	RE-4	A	1/18/22
Shutts (3rd Filing) (Duplex, Triplex, Townhomes )	RMU-1	70	66			4	4	0	PSD	C	10/23/17
Village East 10th-11th Filing (Apartments)	RMU-1	96	96			0	0	0	RE-4	A	10/5/22
Water Valley South (8th filing)(Attached)	RMU-1	28	4			24	24	0	RE-4	A	6/9/08
<b>Totals</b>			<b>1,456</b>	<b>8</b>	<b>0</b>	<b>251</b>	<b>251</b>	<b>0</b>			

\* Multi-Family is defined as duplexes, triplexes, fourplexes, fiveplexes, sixplexes, apartments and condominiums.

## UNPLATTED MULTI-FAMILY PROJECTS

SUBDIVISIONS	Zoning	Status	Total Lots	School District	Utility Service	Final Approval Date
Fossil Creek Meadows Master Plan	RMU-1	MP	469	PSD	C	1/19/06
Great Western Master Plan	RMU-1	MP	396	RE-4	A	11/13/06
Greenspire (Senior housing) Master Plan (80-100 units)	RMU-1	MP	80	RE-4	A	4/15/04
Tacincala Master Plan	RMU-1/PUD	MP	475	RE-4	A	12/18/06
Tacincala Master Plan (Collette Farm)	RMU-1	MP	369	RE-4	A	3/28/11
			<b>1,789</b>			

### Key

MP - Master Planned - A plan that depicts the general location of land uses, land use densities/intensities, and major street network. The final subdivision plat is required to closely resemble the Master Plan land uses, densities/intensities, and layout; and is necessary for platting lots, tracts, and streets.

UR - Under Review - This project is currently being reviewed by town

### Zoning

RMU - Residential Mixed Use  
MF-1—Low Density Multifamily

### School District

RE-4 - Weld County RE-4  
PSD - Poudre School District  
R2-J - Thompson School District

### Utility Service Index

- A. Town of Windsor Water & Town of Windsor Sewer
- B. Town of Windsor Water & Septic System
- C. Ft. Collins/Loveland Water Dist. & South Ft. Collins Sanitation District
- D. Ft. Collins/Loveland Water District & Septic System

- E. Ft. Collins/Loveland Water District & Town of Windsor Sewer
- F. North Weld Water District & Septic System
- G. North Weld Water District & Town of Windsor Sewer





# COMMERCIAL BUILDING PERMIT OVERVIEW

## COMMERCIAL PERMITS ISSUED BY MONTH

	Project Name	Address	Description
January	Raindance National Golf Course (6 total)	1775 Raindance National Dr	Comfort stations (6 total) for Golf Course.
February	Hiltop Beverage	2116 Picture Point Dr	New liquor store and future flex units.
February	Village East Maintenance Building	855 Maplebrook Dr Bldg 14(N)	New single story maintenance building.
March	Eagle Crossing Maintenance Building	4825 Grandstand Dr	Maintenance building.
April	Eagle Crossing Pool Building	4786 Grandstand Dr	Pool Building.
April	Peakview Elementary School	550 Sundance Dr	New 73,000 sqft elementary school.
May	Raindance Elementary	2015 Covered Bridge Pkwy	New 74,000 sqft elementary school.
June	Poudre Pet and Feed Supply Kum & Go	403 Pointe Plaza Dr. 450 Crossroads Blvd	New 6,000 sqft building New convenience store with fuel canopy
July	Water Valley South Storage Raindance National Tube Hill Pedestrian	360 Rancho Dr. Bldg 3-4 1775 Raindance National Dr	New 13,440sqft and new 19,200sqft storage buildings Pedestrian walkway tunnel for sled hill
August			
September			
October			
November			
December			



# INDUSTRIAL BUILDING PERMIT OVERVIEW

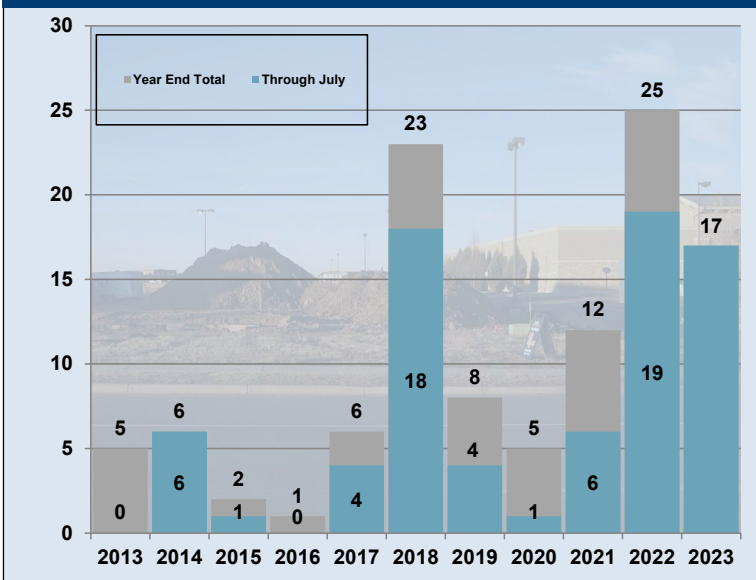
## INDUSTRIAL PERMITS ISSUED BY MONTH

	Project Name	Address	Description
January	Future Legends Sports Park	1078 Future Legends Dr	1-story Concessions building 1,522 sqft.
February	Future Legends Sports Park Maintenance Building	1098 Future Legends Dr	1-story maintenance building 5,003 sqft.
March	Future Legends Sports Park Maintenance Building	1096 Future Legends Dr	1-story maintenance building 6,518 sqft.
March	Falcon Point Self-Storage Facility Expansion Buildings 10-14	600 Gyrfalcon Ct	New self-storage buildings 10-14.
April	Future Legends Sports Park Maintenance Building	755 Diamond Valley Dr	New construction of a 1-story maintenance building with a mezzanine 2,626 sqft.
May	N/A		
June	Windsor Charter Academy	810 Automation Dr	New 37,402 square feet building, new turf soccer field and paved parking areas.
July	N/A		
August			
September			
October			
November			
December			

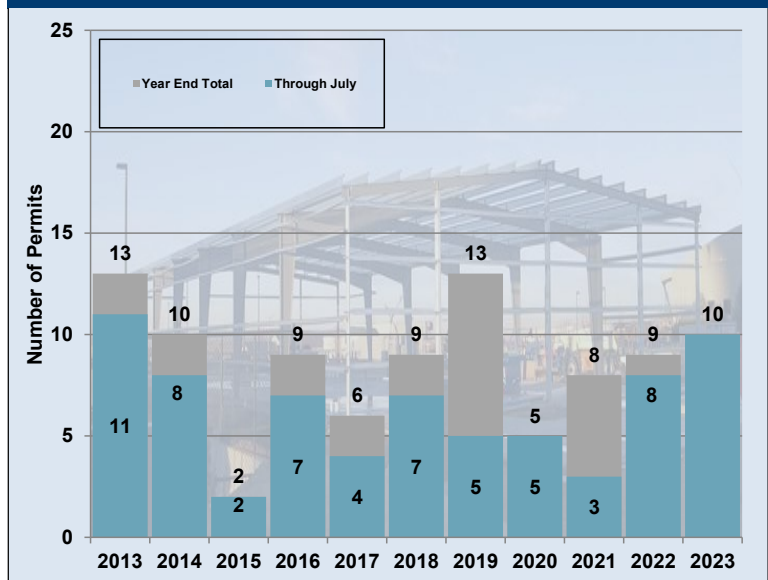


# COMMERCIAL/INDUSTRIAL BUILDING PERMIT OVERVIEW

## COMMERCIAL YEARLY COMPARISON



## INDUSTRIAL YEARLY COMPARISON





ADDITIONAL INFORMATION CAN BE FOUND AT

[windsorgov.com/planning](http://windsorgov.com/planning) | 970-674-3490





**QuickFacts**  
Severance town, Colorado

QuickFacts provides statistics for all states and counties, and for cities and towns with a *population of 5,000 or more*.

**Table**

All Topics	Severance town, Colorado
<b>Total nonemployer establishments, 2020</b> X	
<b>PEOPLE</b>	
<b>Population</b>	
Population Estimates, July 1, 2022, (V2022)	▲ 10,581
Population estimates base, April 1, 2020, (V2022)	▲ 7,683
Population, percent change - April 1, 2020 (estimates base) to July 1, 2022, (V2022)	▲ 37.7%
Population, Census, April 1, 2020	7,683
Population, Census, April 1, 2010	3,165
<b>Age and Sex</b>	
Persons under 5 years, percent	▲ 11.2%
Persons under 18 years, percent	▲ 32.5%
Persons 65 years and over, percent	▲ 8.4%
Female persons, percent	▲ 47.4%
<b>Race and Hispanic Origin</b>	
White alone, percent	▲ 84.2%
Black or African American alone, percent (a)	▲ 0.7%
American Indian and Alaska Native alone, percent (a)	▲ 0.6%
Asian alone, percent (a)	▲ 0.3%
Native Hawaiian and Other Pacific Islander alone, percent (a)	▲ 0.0%
Two or More Races, percent	▲ 9.1%
Hispanic or Latino, percent (b)	▲ 13.8%
White alone, not Hispanic or Latino, percent	▲ 79.1%
<b>Population Characteristics</b>	
Veterans, 2017-2021	584
Foreign born persons, percent, 2017-2021	1.5%
<b>Housing</b>	
Housing units, July 1, 2022, (V2022)	X
Owner-occupied housing unit rate, 2017-2021	96.6%
Median value of owner-occupied housing units, 2017-2021	\$404,600
Median selected monthly owner costs -with a mortgage, 2017-2021	\$2,008
Median selected monthly owner costs -without a mortgage, 2017-2021	\$484
Median gross rent, 2017-2021	\$2,040
Building permits, 2022	X
<b>Families &amp; Living Arrangements</b>	
Households, 2017-2021	2,577
Persons per household, 2017-2021	2.98
Living in same house 1 year ago, percent of persons age 1 year+, 2017-2021	83.9%
Language other than English spoken at home, percent of persons age 5 years+, 2017-2021	3.8%

**Computer and Internet Use**

Households with a computer, percent, 2017-2021	99.8%
Households with a broadband Internet subscription, percent, 2017-2021	92.6%

**Education**

High school graduate or higher, percent of persons age 25 years+, 2017-2021	98.3%
Bachelor's degree or higher, percent of persons age 25 years+, 2017-2021	41.6%

**Health**

With a disability, under age 65 years, percent, 2017-2021	5.6%
Persons without health insurance, under age 65 years, percent	△ 3.9%

**Economy**

In civilian labor force, total, percent of population age 16 years+, 2017-2021	78.2%
In civilian labor force, female, percent of population age 16 years+, 2017-2021	78.0%
Total accommodation and food services sales, 2017 (\$1,000) (c)	778
Total health care and social assistance receipts/revenue, 2017 (\$1,000) (c)	NA
Total transportation and warehousing receipts/revenue, 2017 (\$1,000) (c)	NA
Total retail sales, 2017 (\$1,000) (c)	6.611
Total retail sales per capita, 2017 (c)	\$1,469

**Transportation**

Mean travel time to work (minutes), workers age 16 years+, 2017-2021	26.7
----------------------------------------------------------------------	------

**Income & Poverty**

Median household income (in 2021 dollars), 2017-2021	\$111,055
Per capita income in past 12 months (in 2021 dollars), 2017-2021	\$43,090
Persons in poverty, percent	△ 0.7%

**BUSINESSES****Businesses**

Total employer establishments, 2021	X
Total employment, 2021	X
Total annual payroll, 2021 (\$1,000)	X
Total employment, percent change, 2020-2021	X

<b>Total nonemployer establishments, 2020</b>	<b>X</b>
-----------------------------------------------	----------

All employer firms, Reference year 2017	S
Men-owned employer firms, Reference year 2017	S
Women-owned employer firms, Reference year 2017	S
Minority-owned employer firms, Reference year 2017	S
Nonminority-owned employer firms, Reference year 2017	S
Veteran-owned employer firms, Reference year 2017	S
Nonveteran-owned employer firms, Reference year 2017	S

**GEOGRAPHY****Geography**

Population per square mile, 2020	844.5
Population per square mile, 2010	514.4
Land area in square miles, 2020	9.10
Land area in square miles, 2010	6.15
FIPS Code	0869150

[About datasets used in this table](#)

#### Value Notes

 Estimates are not comparable to other geographic levels due to methodology differences that may exist between different data sources.

Some estimates presented here come from sample data, and thus have sampling errors that may render some apparent differences between geographies statistically indistinguishable. [Click the Quick Info icon to learn about sampling error.](#)

In Vintage 2022, as a result of the formal request from the state, Connecticut transitioned from eight counties to nine planning regions. For more details, please see the [Vintage 2022 release notes](#) available here: [Releva](#)

The vintage year (e.g., V2022) refers to the final year of the series (2020 thru 2022). Different vintage years of estimates are not comparable.

Users should exercise caution when comparing 2017-2021 ACS 5-year estimates to other ACS estimates. For more information, please visit the [2021 5-year ACS Comparison Guidance](#) page.

#### Fact Notes

- (a) Includes persons reporting only one race
- (b) Hispanics may be of any race, so also are included in applicable race categories
- (c) Economic Census - Puerto Rico data are not comparable to U.S. Economic Census data

#### Value Flags

- D Suppressed to avoid disclosure of confidential information
- F Fewer than 25 firms
- FN Footnote on this item in place of data
- NA Not available
- S Suppressed, does not meet publication standards
- X Not applicable
- Z Value greater than zero but less than half unit of measure shown
- Either no or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest or upper
- N Data for this geographic area cannot be displayed because the number of sample cases is too small

QuickFacts data are derived from: Population Estimates, American Community Survey, Census of Population and Housing, Current Population Survey, Small Area Health Insurance Estimates, Small Area Income and Housing Unit Estimates, County Business Patterns, Nonemployer Statistics, Economic Census, Survey of Business Owners, Building Permits.

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Measuring America's People, Places, and Economy

## MEMORANDUM

**To:** Library Board of Trustees

**From:** Ann Kling, Library Director

**Date:** August 31, 2023

**Re:** Approve Application of State Grant to Libraries

**Item 5.2:** New Business

### **Background / Discussion**

Each year, the library district has the opportunity to apply for state funds in a non-competitive grant process. The funds must be spent on library district materials for public use, including databases.

### **Budget Considerations**

The grant funds extend the funds spent on collection development and stretch budget dollars.

### **Recommendation(s)**

The Director and Management team recommend approval of the grant application.

### **Attachments**

Grant Application

# **PUBLIC LIBRARY GRANT ELIGIBILITY FORM FY 2023-2024 STATE GRANTS TO LIBRARIES COLORADO STATE LIBRARY**

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FY 2023-2024 State Grants to Libraries are provided by the Colorado State Library to enable public libraries, school libraries, and academic libraries to obtain educational resources they would otherwise be unable to afford, to the end that the state will receive the corresponding benefits of a better educated and informed population. (C.R.S. 24-90-402)

---

**Submit by Email by  
5:00pm Friday, September 15, 2023**

- **Please read the FY2023-2024 State Grants to Libraries Guidelines carefully** to understand eligibility requirements, eligible uses, timeline for expenditure of funds, and reporting requirements.
- Complete and submit this Grant Eligibility Form by **September 15, 2023**, to certify that the library meets the requirements to receive funding and intends to use the funds as required by law.
- Secure the appropriate signatures on this Grant Eligibility Form. Omitting required signatures may disqualify the applicant.
- **Email completed Grant Eligibility Form by 5:00pm Friday, September 15, 2023, to Melissa Carlson at [carlson\\_m@cde.state.co.us](mailto:carlson_m@cde.state.co.us)**



**COLORADO**  
**Department of Education**  
Colorado State Library



## Public Library Grant Eligibility Form

Name of Library/Library District **Clearview Library District**  
 Contact Person Name **Ann Kling**  
 Contact Person Title **Library Director**  
 Contact Person Telephone **970-686-9955**  
 Contact Person Email **director@clearviewlibrary.org**  
 Fiscal Contact Name (optional) **Erin Mitchell**  
 Fiscal Contact Email **erin@clearviewlibrary.org**

This certifies that the library meets all requirements to receive funding. Please select Yes or No for each requirement:

Eligibility Requirement	Yes	No
1. Will utilize this funding to purchase eligible educational resources.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Legally established and operated under Colorado Library Law.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Borrows and lends to other Colorado libraries without a charge.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. When applicable, primary clientele can use the interlibrary loan service and access the Internet without a charge.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Meets the Internet access by minors requirements in C.R.S. 24-90-404(2)(C)(I,II,III)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Staffing and service hours – has paid staff available in the library for a minimum of 20 hours each week.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Reporting – will submit report to State Library by July 31, 2024.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Maintenance of Effort Requirements.** Funding is designed to supplement, not supplant, local funding for libraries. To be eligible, applicants must demonstrate that receiving these funds do not decrease existing local revenue sources. Please provide the following library collection budget information for your current fiscal year and the previous three years of actual expenditures. Library collection budgets include print, electronic, and other circulating library materials. It does not include related expenses such as salary or processing fees. Do not include State Grants to Libraries or other grants as part of your collection budget.

	Library <b>collection</b> expenditures, not including any grants (i.e., State Grants to Libraries) to the library for collections
FY20-21*	\$244,532
FY21-22*	\$234,707
FY22-23*	\$291,806
FY23-24 (planned)*	\$391,500

\*If library budget operates on a calendar year (January-December), enter information for the year that is first listed, for example the current/planned year would be January-December 2023.

If the FY23-24 (planned) library collection budget is less than the average of the previous three years, the Colorado State Library may contact you for additional information to determine your eligibility.

**Chair of Board of Trustees or other appropriate authority:**

Type name and title: Jeromey Balderrama, Library Board President

---

Signature (*digital signature or print form & sign*) 08/31/2023  
Date

**Library Director:**

Type name and title: Ann Kling, Library Director

---

Signature (*digital signature or print form & sign*) 08/31/2023  
Date

Submit completed form by September 15, 2023, via email to:  
Melissa Carlson at [carlson\\_m@cde.state.co.us](mailto:carlson_m@cde.state.co.us)



## MEMORANDUM

**To:** Library Board of Trustees

**Via:** Ann Kling, Library Director (include if prepared by staff)

**From:** Ann Kling, Library Director

**Date:** August 31, 2023

**Re:** Agreement with CAC for Marketing Services

**Item 5.3:** New Business

### **Background / Discussion**

The expansion of facilities for the library district necessitates a naming convention for the branch library in Severance, a renaming of the library in Windsor, and a plan for naming future library buildings. In addition, a new logo that represents the entire district needs to be created and adopted, and branding elements need to be enhanced. The assistance of a marketing consultant is required to complete these tasks. An RFP was posted in early summer. Three firms responded. Cordelia Anderson Consulting (CAC) was chosen as the best fit for this project.

### **Budget Considerations**

Funds were budgeted in the Consultants line of the 2023 budget to cover the costs.

### **Recommendation(s)**

The Director and Management Team recommend approval of the agreement with CAC for marketing services.

### **Attachments**

Agreement

**GENERAL SERVICE AGREEMENT**

**THIS GENERAL SERVICE AGREEMENT (the "Agreement") is dated this 31st \_\_\_\_\_ day of August \_\_\_\_\_, 2023\_\_\_\_\_.**

**CLIENT**

Clearview Library District  
1194 W Ash St. Windsor, CO 80550  
(the "Client")

**CONTRACTOR**

Cordelia Anderson Consulting  
1450 Napa St. NW Concord, NC 28027  
(the "Contractor")

**BACKGROUND**

- A.** The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B.** The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

**SERVICES PROVIDED**

- 1.** The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):
  - Naming Conventions, Logo Design & Branding Refresh. See Addendum (Proposal) for complete description of services.
- 2.** The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

**TERM OF AGREEMENT**

- 3.** The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.

**PERFORMANCE**

4. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

**CURRENCY**

5. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

**COMPENSATION**

6. The Contractor will charge the Client a flat fee of \$29,700.00 for the Services (the "Compensation").
7. A deposit of \$9,900.00 (the "Deposit") is payable by the Client upon execution of this Agreement.
8. A payment of \$9,900.00 is payable by the Client upon completion of the Planning Phase.
9. For the remaining amount, the Client will be invoiced when the Services are complete.
10. Invoices submitted by the Contractor to the Client are due within 30 days of receipt.

**REIMBURSEMENT OF EXPENSES**

11. The Contractor will be reimbursed for expenses up to \$3,000.00 incurred by the Contractor in connection with travel to the Client's location for meetings.
12. Any additional expenses must be pre-approved by the Client.

**CONFIDENTIALITY**

13. Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
14. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.
15. All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

**OWNERSHIP OF INTELLECTUAL PROPERTY**

- 16.** All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
- 17.** The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

#### **RETURN OF PROPERTY**

- 18.** Upon the expiration or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

#### **CAPACITY/INDEPENDENT CONTRACTOR**

- 19.** In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

#### **RIGHT OF SUBSTITUTION**

- 20.** Except as otherwise provided in this Agreement, the Contractor may, at the Contractor's absolute discretion, engage a third party sub-contractor to perform some or all of the obligations of the Contractor under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services. Contractor shall provide Client with notice of the engagement of a third party sub-contractor.
- 21.** In the event that the Contractor hires a sub-contractor:
- the Contractor will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Contractor.
  - for the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Contractor.

## **AUTONOMY**

**22.** Except as otherwise provided in this Agreement, the Contractor will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Contractor will work autonomously and not at the direction of the Client. However, the Contractor will be responsive to the reasonable needs and concerns of the Client.

## **EQUIPMENT**

**23.** Except as otherwise provided in this Agreement, the Contractor will provide at the Contractor's own expense, any and all tools, machinery, equipment, raw materials, supplies, workwear and any other items or parts necessary to deliver the Services in accordance with the Agreement.

## **NO EXCLUSIVITY**

**24.** The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

## **NOTICE**

**25.** All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

- Clearview Library District  
1194 W Ash St. Windsor, CO 80550
- Cordelia Anderson Consulting  
1450 Napa St NW Concord, NC 28027

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

## **INDEMNIFICATION**

**26.** Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

## **MODIFICATION OF AGREEMENT**

**27.** Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

## **TIME OF THE ESSENCE**

**28.** Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

## **ASSIGNMENT**

**29.** The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

## **ENTIRE AGREEMENT**

**30.** It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

## **TITLES/HEADINGS**

**31.** Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

## **GENDER**

**32.** Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

## **GOVERNING LAW**

**33.** This Agreement will be governed by and construed in accordance with the laws of the State of Colorado. Venue for any legal proceeding arising from or related to this Agreement shall be proper only in Weld County, Colorado.

## **SEVERABILITY**

**34.** In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.



**WAIVER**

35. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

**GOVERNMENTAL IMMUNITY.**

36. No provision of this Agreement shall be construed as a waiver, express or implied, of any immunities or defenses provided to the Client by the Colorado Governmental Immunity Act, Section 24-10-101 and following, Colorado Revised Statutes, or any other applicable law.

**TABOR.**

37. To the extent any financial obligations of Client under this Agreement extend beyond the current fiscal year, such financial obligations are contingent upon annual appropriation, budgeting, and availability of specific funds to discharge such financial obligations. Nothing in this Agreement shall be deemed to create a debt or multiple fiscal year financial obligation, a pledge of the credit, or a collection or payment guarantee by Client.

**ATTORNEYS' FEES.**

38. For any dispute or claim arising under or related to this Agreement, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs.

**IN WITNESS WHEREOF** the Parties have duly affixed their signatures under hand and seal on this

31 day of August, 2023.

**Clearview Library District**

Officer's Name: \_\_\_\_\_

Officer's Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**Cordelia Anderson Consulting**

Officer's Name: \_\_\_\_\_

Officer's Title: \_\_\_\_\_

Signature: \_\_\_\_\_

## MEMORANDUM

**To:** Library Board of Trustees  
**Via:** Ann Kling, Library Director  
**From:** Beth Gallinger, IT/Technical Services Manager

**Date:** August 31, 2023  
**Re:** RFID Book drops for the library in Severance  
**Item 5.3:** New Business

### **Background / Discussion**

Having RFID bookdrops will save staff time. Items returned in the book drops will immediately be removed from patrons accounts, freeing the staff from checking in the items. This will allow staff to spend more time with patrons as opposed to handling materials. Other vendors were consulted, and none were able to provide the technology needed to automate this process, making Bibliotheca the sole source.

### **Budget Considerations**

Funding for the bookdrops is part of the Technology Budget (FFE Budget) for the building project.

### **Recommendation(s)**

The Director and the IT/Technical Services Manager recommend approval.

### **Attachments**

Quote



**Bill To**

Pam Lambert  
 Clearview Library District  
 1194 West Ash St  
 Windsor CO 80550  
 United States

**Ship To**

Pam Lambert  
 Clearview Library District  
 1194 West Ash St  
 Windsor CO 80550  
 United States

**Quote**                      **QUO-US11202**

**Date**                                              06/01/2023

Customer:                      C0006127-US

Payment Terms:                      Net 30 Days

Quote Expiration:                      09/01/2023

Sales Rep:                                      Brian Gilbert

Item	Quantity	Net Price	Net Extended
<b>Freight White Glove Service</b> SHP000002-000	1	3,500.00	3,500.00
<b>flex bookDrop 510, no-lock, RFID, drive-up front, w/o PC-Kit</b> AMH510043-000	1	10,281.85	10,281.85
<b>flex bookDrop 510, manual lock, RFID, flat front, w/o PC-Kit</b> AMH510044-000	2	8,836.94	17,673.88
<b>flexbookDrop PC kit (C-Series Upgrade Kit)</b> AMH510009-000	1	6,299.00	6,299.00
		<b>Total:</b>	<b>37,754.73</b>
		Currency:	US Dollar

**Terms and Conditions:**

All prices including Service and Maintenance do not include any applicable sales tax. If tax exempt, A copy of Tax Exemption Certificate is required with purchase order for all taxexempt customers.

Terms are NET 30 Days from Date of Invoice. Invoice is generated at the time of Shipment.

Quotations are good for 60 days. All dates are based on ship dates. Order must ship within the 60-day window.

After 60 days, quotation expires. Contact Bibliotheca for a New Quotation.

A 20% restocking fee, in addition to in-bound and out-bound shipping, will be charged for all returns.

**Submit Purchase Order by fax to 877-689-2269 or by email to orders-us@bibliotheca.com.**

Accepted By: \_\_\_\_\_

Accepted Date: \_\_\_\_\_

Customer Purchase Order Number: \_\_\_\_\_