



Jefferson County
PUBLIC LIBRARY

BOARD STUDY SESSION

DATE: August 12, 2021

TIME: 5:30 P.M.

PLACE: Online via WebEx

Topics:

- Financial Review (June)
- 2022 Proposed Budget Revision
- Review Policy Governance Monitoring Reports 2.5 through 2.9
- Midwest Tape Contract Renewal Information
- CoCal and Bear Creek Snow Removal Contracts Information
- Standley Lake Clerestory Roof Contract Information
- Candelas IGA for Holds Lockers Information
- Express Library
- Arvada West Town Center Lease Space
- South County Site Selection Criteria
- 2021 Mid-year Report
- September Board Meetings – Cancel Study Session and Reschedule Board Meeting

NEXT BOARD STUDY SESSION

memorandum



To: Donna Walker, Executive Director
From: Barbara Long, Assistant Director for Finance & Budget
Re: 2022 Proposed Budget Revision
Date: August 4, 2021

2022 Proposed Budget Revision

The proposed budget which was presented to the Library Board in June and July did not include adequate funding for software expenses. The budget for software maintenance should have been \$612,544 higher. This is the result of an error in the development process that was only recently identified. The revised budget tables which are attached correct this omission. The budget for software maintenance is reflected in the "Services and Charges" line in Table 3, Operating and Table 1, Summary. The total amount budgeted for "Services and Charges" is increased by \$612,544 to \$5,774,984. As a result of this correction, the total operating budget increased from \$39,082,787 to \$39,695.331 and the use of fund balance increased from \$4.4M to just under \$5M.

JCPL's final 2022 budget will include this change to the software maintenance budget when it is presented to the Library Board for approval in November or December.

TABLE 1
JEFFERSON COUNTY PUBLIC LIBRARY
TOTAL FUND SUMMARY
2022 PROPOSED Budget

Sources and Uses of Funds	2020 Actual	2021 Budget	2022 Budget (Proposed)	\$ Incr(Decr) 2021 to 2022 Budget	% Incr(Decr) 2021 to 2022 Budget
Sources of Funds					
Revenues					
Property Tax (net of adjustments)	\$ 46,744,393	\$ 46,300,305	\$ 51,111,040	\$ 4,810,735	10%
Total Taxes	\$ 46,744,393	\$ 46,300,305	\$ 51,111,040	\$ 4,810,735	10%
Federal & State Grants	\$ 161,962	\$ 121,051	\$ 125,000	\$ 3,949	3%
Library Fees	47,797	145,000	115,000	(30,000)	-21%
Other Revenue	797,130	298,640	298,640	-	0%
Total Other Revenues	\$ 1,006,889	\$ 564,691	\$ 538,640	\$ (26,051)	-5%
Sub Total Revenues	\$ 47,751,282	\$ 46,864,996	\$ 51,649,680	\$ 4,784,684	10%
Transfer from Fund Balance	\$ -	\$ 498,235			
Transfer to Fund Balance	8,955,407	-	\$ (4,994,131)		
Total Sources of Funds	\$ 38,795,875	\$ 47,363,231	\$ 56,643,811	\$ 9,280,581	20%
Uses of Funds					
Operating Expenditures					
Salaries & Employee Benefits					
Salaries	\$ 13,055,682	\$ 16,081,526	\$ 16,300,035	\$ 218,509	1%
Benefits	4,566,527	5,373,904	5,453,844	79,940	1%
Total Salaries & Benefits	\$ 17,622,209	\$ 21,455,431	\$ 21,753,880	\$ 298,449	1%
Library Books & Materials	\$ 7,354,512	\$ 7,747,102	\$ 7,937,400	\$ 190,298	2%
Supplies	1,111,151	1,522,999	1,559,475	36,476	2%
Vehicles	-	-	-	-	
Services & Charges	3,350,808	5,197,772	5,774,984	577,212	11%
Internal Transactions /Cost Allocation	2,177,691	2,582,108	2,669,592	87,484	3%
Total Operating Expenditures	\$ 31,616,370	\$ 38,505,412	\$ 39,695,331	\$ 1,189,919	3%
Financing & Debt Service	\$ 1,409,294	\$ 621,819	\$ 621,945	\$ 126	0%
Capital Projects	\$ 5,770,210	\$ 8,236,000	\$ 16,326,536	\$ 8,090,536	98%
Total Uses of Funds	\$ 38,795,875	\$ 47,363,231	\$ 56,643,811	\$ 9,280,581	20%



TABLE 2A
JEFFERSON COUNTY PUBLIC LIBRARY
FUND BALANCE SUMMARY
2022 PROPOSED Budget

	2020 Actual	2021 Budget	2022 Budget (Proposed)
Beginning Fund Balance	\$ 24,364,581	\$ 24,364,581	\$ 33,319,988
Revenues	\$ 45,556,945	\$ 44,699,316	\$ 49,264,680
Capital Funding	2,194,337	2,165,680	2,385,000
Total Revenues	\$ 47,751,282	\$ 46,864,996	\$ 51,649,680
Expenditures			
Operating Expenditures	\$ 31,616,370	\$ 38,505,412	\$ 39,695,331
Debt Service	1,409,294	621,819	621,945
Capital Projects	5,770,210	8,236,000	16,326,536
Total Expenditures	\$ 38,795,875	\$ 47,363,231	\$ 56,643,811
Ending Fund Balance	\$ 33,319,988	\$ 23,866,346	\$ 28,325,857
Increase/(Decrease) in Fund Balance	\$ 8,955,407	\$ (498,235)	\$ (4,994,131)
Commitment to Capital Projects	\$ 1,746,783	\$ 1,746,783	
Commitment to Capital Projects Sinking Fund	\$ 9,000,000	\$ 9,000,000	\$ 9,000,000
Reserve Fund	\$ 22,573,205	\$ 13,119,563	\$ 19,325,857
Reserve Balance Policy Calculation			
	2020 Actual	2021 Budget	2022 Budget (Proposed)
16% - Current Year Budgeted Revenues	\$ 7,640,205	\$ 7,498,399	\$ 8,263,949
9% - Current Year Budgeted Revenues - Uncertainty	4,297,615	4,217,850	4,648,471
Total Minimum F/B Reserve Requirements (FLOOR)	\$ 11,937,821	\$ 11,716,249	\$ 12,912,420
50% of Current Year Budgeted Revenues	\$ 23,875,641	\$ 23,432,498	\$ 25,824,840
Total Maximum F/B Reserve Requirements (CEILING)	\$ 23,875,641	\$ 23,432,498	\$ 25,824,840
Above/(Below) Minimum (FLOOR)	\$ 10,635,385	\$ 12,150,096	\$ 6,413,436
Above/(Below) Maximum (CEILING)	\$ (1,302,436)	\$ 433,848	\$ (6,498,983)



TABLE 3
JEFFERSON COUNTY PUBLIC LIBRARY
OPERATING EXPENDITURES
2022 PROPOSED Budget

Sources and Uses of Funds	2020 Actual	2021 Budget	2022 Budget (Proposed)	\$ Incr(Decr) 2021 to 2022 Budget	% Incr(Decr) 2021 to 2022 Budget
Sources of Funds					
Revenues					
Taxes					
Property Taxes	\$ 46,568,712	\$ 45,960,543	\$ 50,615,000	\$ 4,654,457	10%
Delinquent Taxes	80,773	48,032	48,032	-	0%
Prior Year Cancellations	(708,709)	(385,353)	(297,432)	87,921	-23%
Urban Renewal	(1,402,175)	(1,509,624)	(1,660,586)	(150,962)	10%
Penalties & Interest	11,456	21,027	21,027	-	0%
Total Taxes	\$ 44,550,056	\$ 44,134,625	\$ 48,726,040	\$ 4,591,415	10%
Federal & State Grants	\$ 161,962	\$ 121,051	\$ 125,000	\$ 3,949	3%
Library Fines	15,537	40,000	10,000	(30,000)	-75%
Charges for Services	32,260	105,000	105,000	-	0%
Investment Income	298,834	108,000	108,000	-	0%
Library Foundation	160,490	100,000	100,000	-	0%
E-Rate Revenue	146,448	90,640	90,640	-	0%
Other Misc Revenue	43,917	-	-	-	-
Transfer	147,441	-	-	-	-
Total Revenues	\$ 45,556,945	\$ 44,699,316	\$ 49,264,680	\$ 4,565,364	10%
Uses of Funds					
Operating Expenditures					
Salaries & Employee Benefits					
Salaries	\$ 13,453,616	\$ 14,816,028	\$ 15,528,063	\$ 712,035	5%
Awards & Bonuses	-	135,000	140,000	5,000	4%
Termination Pay	176,378	110,000	110,000	-	0%
Temporary Salaries	1,310,007	2,095,441	1,687,043	(408,398)	-19%
CARES Reimbursed Salaries	(1,887,045)	-	-	-	-
Overtime	2,726	-	-	-	-
Vacancy Savings	-	(1,074,943)	(1,165,071)	(90,128)	8%
Benefits	4,566,527	5,373,904	5,453,844	79,940	1%
Total Salaries & Benefits	\$ 17,622,209	\$ 21,455,431	\$ 21,753,880	\$ 298,449	1%
Library Books & Materials	\$ 7,215,785	\$ 7,615,102	\$ 7,737,400	\$ 122,298	2%
Library Periodicals	138,727	132,000	200,000	68,000	52%
Sub-Total Library Collections	\$ 7,354,512	\$ 7,747,102	\$ 7,937,400	\$ 190,298	2%
Supplies	\$ 1,111,151	\$ 1,522,999	\$ 1,559,475	\$ 36,476	2%
Services & Charges	3,350,808	5,197,772	5,774,984	577,212	11%
Vehicles	-	-	-	-	-
Direct Internal Charges	111,388	145,090	145,090	-	0%
Indirect Cost Allocation	1,145,837	1,355,518	1,443,002	87,484	6%
Intra County Transactions	920,466	1,081,500	1,081,500	-	0%
Total Supplies and Other	\$ 6,639,650	\$ 9,302,879	\$ 10,004,051	\$ 701,172	8%
Total Operating	\$ 31,616,370	\$ 38,505,412	\$ 39,695,331	\$ 1,189,919	3%



Authorized Positions	2020 Budget (Amended)	2021 Budget	2022 Budget (Proposed)	Incr(Decr) 2021 to 2022 Budget
FTE Positions - Active	277.0	268.5	279.5	11.0
FTE Positions - Reserved	-	8.5	-	(8.5)
Total Authorized Positions	277.0	277.0	279.5	2.5



TABLE 4
JEFFERSON COUNTY PUBLIC LIBRARY
DEBT SERVICE DETAIL
2022 PROPOSED Budget

Sources and Uses of Funds	2020 Actual	2021 Budget	2022 Budget (Proposed)	\$ Change 2020 to 2021 Budget
Debt Service				
Principal - Arvada (2005-2024)	\$ 552,073	\$ 565,720	\$ 579,366	\$ 13,647
Interest - Arvada (2005-2024)	69,294	56,099	\$ 42,578	(13,521)
Principal - Refunding Series 2013	608,265	-	-	-
Interest - Refunding Series 2013	30,176	-	-	-
Principal - COP - Capital Projects	142,143	-	-	-
Interest - COP - Capital Projects	7,343	-	-	-
Total Debt Service	\$ 1,409,294	\$ 621,819	\$ 621,945	\$ 126

Arvada

Total Issue \$8,886,000
Term 2005-2024
Use - Arvada Library Facility

Build America Bonds

Total Issue \$6,293,000
Original Term 2011-2020
Refunding Term 2013-2024
Use - Lakewood HVAC
Energy Conservation
Book Sorters
Library Service Center Remodel

Certificates of Participation (COP)

Total Issue \$995,000
Term 2014-2020
Use - Belmar Roof Replacement
Columbine HVAC
Columbine Parking Lot
Standley Lake Parking Lot



TABLE 5
JEFFERSON COUNTY PUBLIC LIBRARY
CAPITAL IMPROVEMENT PROJECTS
2022 PROPOSED Budget

Sources and Uses of Funds	2020 Actual	2021 Budget	2022 Budget (Proposed)	\$ Incr (Decr) 2019 to 2020 Budget
Sources of Funds	4.69%	4.68%	4.67%	
Property Tax - Capital - 4.5%	\$ 2,194,337	\$ 2,165,680	\$ 2,385,000	\$ 219,320
Transfer from FB - Capital Expenses				(0)
Total Sources of Funds	\$ 2,194,337	\$ 2,165,680	\$ 2,385,000	\$ 219,320
Uses of Funds				
Annual Replacement & Maintenance Program (ARM) & Ongoing Projects				
ARM-01 Capital Maintenance	\$ 161,086	\$ 250,000	\$ 250,000	\$ -
ARM-02 Furniture & Equipment	5,148	36,000	36,000	-
ARM-03 Computer Replacement Plan	134,156	200,000	235,000	35,000
ARM-04 Book Sorter Replacement	384,870	300,000	500,000	200,000
ARM-05 IT Infrastructure Replacement	147,545	350,000	250,000	(100,000)
Alternative Services	54,209	100,000	200,000	100,000
2016 Projects				
16-14 High Availability Internet Redundancy	33,108	-	-	-
2018 Projects				
18-07 LSC Garage	135,783			
18-08 Bookmobile Replacement	118,623	-	-	-
2019 Projects				
19-02 Document Management System	80,000	-	-	-
2020 Projects				
20-01 Arvada HVAC Control Upgrade	49,870	-	-	-
2022 Projects				
Library Location Holds Lockers	-	-	205,000	205,000
Data Warehouse	-	-	125,000	125,000
Multi-Year Construction Projects				
Edgewater Library	-	-	-	-
Belmar Remodel	4,438,756	-	-	-
South County Library	27,055	7,000,000	9,125,536	2,125,536
Evergreen Remodel	-	-	700,000	700,000
NW Arvada Library	-	-	4,700,000	4,700,000
Total Capital Projects	\$ 5,770,210	\$ 8,236,000	\$ 16,326,536	\$ 3,390,536



TABLE 6
JEFFERSON COUNTY PUBLIC LIBRARY
5 -Year Capital Improvement Plan
2022 - 2026 Proposed Budget

Project	2021 Budget	2022 Budget (Proposed)	2023 Projected	2024 Projected	2025 Projected	2026 Projected	Total 2022-2026
Annual Replacement Plan							
ARM-01 Capital Maintenance	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 1,250,000
ARM-02 Equipment Replacement	36,000	36,000	36,000	36,000	36,000	36,000	180,000
ARM-03 Computer 5-year Replacement Plan	200,000	235,000	250,000	250,000	250,000	250,000	1,235,000
ARM-04 Book Sorter Replacement	300,000	500,000	350,000	350,000	350,000	350,000	1,900,000
ARM-05 IT Infrastructure Replacement	350,000	250,000	350,000	350,000	350,000	350,000	1,650,000
Total ARM & Ongoing Projects	\$ 1,136,000	\$ 1,271,000	\$ 1,236,000	\$ 1,236,000	\$ 1,236,000	\$ 1,236,000	\$ 6,215,000
5-Year Capital Improvement Plan							
Alternative Services	\$ 100,000	\$ 200,000	\$ -	\$ 50,000	\$ -	\$ 175,000	\$ 425,000
Library Location Holds Lockers	-	205,000	-	-	-	-	205,000
South County Library	7,000,000	9,125,536	-	-	-	-	9,125,536
Golden Library	-	-	350,000	-	-	-	350,000
Evergreen Library Redesign	-	700,000	3,520,000	-	-	-	4,220,000
NW Arvada Library	-	4,700,000	5,680,000	4,500,000	-	-	14,880,000
Fehringer Ranch Admin & Library	-	-	350,000	10,993,500	9,943,500	-	21,287,000
Lakewood Library Remodel	-	-	-	350,000	-	-	350,000
Standley Lake Library Remodel	-	-	350,000	-	-	4,000,000	4,350,000
Data Warehouse	-	125,000	-	-	-	-	125,000
ILS Replacement	-	-	750,000	-	-	-	750,000
Total CIP	\$ 7,100,000	\$ 15,055,536	\$ 11,000,000	\$ 15,893,500	\$ 9,943,500	\$ 4,175,000	\$ 56,067,536
Total 5-Year Capital Plan	\$ 8,236,000	\$ 16,326,536	\$ 12,236,000	\$ 17,129,500	\$ 11,179,500	\$ 5,411,000	\$ 62,282,536



GOVERNING POLICY OF THE JEFFERSON COUNTY PUBLIC LIBRARY BOARD OF TRUSTEES

GOVERNING POLICIES MANUAL TABLE OF CONTENTS

I	CATEGORY: ENDS	Page	Review Date	Adoption/Revision/ Review
1-4	Global Ends Statements		Annually - January	Adopted January 2020. Reviewed January 2021
II	CATEGORY: MANAGEMENT LIMITATIONS			
2.0	General Management Constraint		Annually - February	March 2021
2.1	Treatment of Patrons		Annually - February	March 2021
2.2	Treatment of Staff		Annually - February	March 2021
2.3	Financial Condition and Activities		Annually - February	March 2021
2.4	Asset Protection		Annually - February	March 2021
2.5	Financial Planning/Budgeting	2-4	Annually - August	August 2020 2021
2.6	Compensation and Benefits	5-6	Annually - August	August 2020 2021
2.7	Emergency Executive Director Succession	7	Annually - August	August 2020 2021
2.8	Board Awareness and Support	8-12	Annually - August	August 2020 2021
2.9	Materials Selection	13-14	Annually - August	August 2020 2021
III	CATEGORY: BOARD-MANAGEMENT DELEGATION			
3.0	Governance-Management Connection		As Needed	July 2008
3.1	Unity of Control		As Needed	July 2008
3.2	Accountability of the Executive Director		As Needed	January 2009
3.3	Delegation to the Executive Director		As Needed	February 2013
3.4	Monitoring the Executive Director's Performance		As Needed	February 2013
IV	CATEGORY: GOVERNANCE PROCESS			
4.0	Governance Commitment		As Needed	May 2005
4.1	Governing Style and Values		As Needed	May 2016
4.2	Board Job Products		As Needed	August 2012
4.3	Agenda Planning		As Needed	August 2020
4.4	Chair's Role		As Needed	July 2008
4.5	Board Members' Code of Conduct		As Needed	July 2008
4.6	Board Committee Principles		As Needed	July 2008
4.7	Board Committee Structure		As Needed	July 2008
4.8	Governance Budget		As Needed	May 2006
4.9	Policies, Statements and Guidelines		As Needed	Adopted March 2021.
4.9.1	Board of Trustees Budget Cover Letter to BCC		As Needed	Adopted March 2021.
4.9.2	Capital & Controlled Asset Management Policy		As Needed	Adopted March 2021.
4.9.3	Library Fund Reserve Policy		As Needed	Adopted March 2021.
4.9.4	Capital Project Funding Internal Guideline		As Needed	Adopted March 2021.
4.9.5	Library Books & Materials Budget Policy		As Needed	Adopted March 2021.

GOVERNING POLICY OF THE JEFFERSON COUNTY PUBLIC LIBRARY BOARD OF TRUSTEES

POLICY TYPE: MANAGEMENT LIMITATIONS
POLICY TITLE: *FINANCIAL PLANNING/BUDGETING*

POLICY 2.5

MANAGEMENT LIMITATIONS

Initial Monitoring on *Policy 2.5: FINANCIAL PLANNING/BUDGETING*

I hereby present my monitoring report on your Management Limitations policy 2.5 “Financial Planning/Budgeting”, in accordance with the monitoring schedule set forth in Board policy. I certify that the information contained in this report is true.

Signed: _____ Executive Director

Date: August 19, 2021

BROADEST POLICY PROVISION

Financial planning for any fiscal year or the remaining part of any fiscal year may not deviate materially from the Board’s Ends priorities, risk financial jeopardy, or fail to be derived from multi-year facilities and operating plans.

EXECUTIVE DIRECTOR INTERPRETATION: The Library presents a 5-year capital plan and a 10-year financial forecast for purposes of cash flow projections as part of our annual budget development. These projections are made to ensure our ability to meet operational objectives and Ends in the short term and in future years. As well, I may revise the budget as the fiscal year proceeds within the parameters established by Board policy.

Accordingly, the Executive Director shall not present to the Board for approval, nor operate with, a budget plan that:

1. **Does not conform to the County Commissioners’ budget development guidelines, or fails to be derived from fiscally responsible five-year revenue projections, including those revenues projected by the County.**

EXECUTIVE DIRECTOR INTERPRETATION: Budget development is governed by the Library Trustees’ and the Board of County Commissioners’ annual guidelines. Short-term (5-year) revenue projections do not differ from those developed by the County Budget Office and the Library finance models, unless desired by the Library Trustees.

REPORT (COMPLIANT): The budget development process proceeds in accordance with County Budget Office guidelines.

I can report compliance.

2. **Risks incurring those situations or conditions described as unacceptable in the “Financial Conditions and Activities” Board policy, policy 2.3.**

EXECUTIVE DIRECTOR INTERPRETATION: I understand this to mean that the Library must operate within the established annual budget and in compliance with the other financial management policies described in Section 2.3.

REPORT (COMPLIANT): Monthly financial reports demonstrate compliance.

GOVERNING POLICY OF THE JEFFERSON COUNTY PUBLIC LIBRARY BOARD OF TRUSTEES

I can report compliance.

3. **Omits credible projection of revenues and expenses, separation of capital and operational items and disclosure of planning assumptions.**

EXECUTIVE DIRECTOR INTERPRETATION: The Library's fiscal planning and management must have adequate data to support the credibility of its projections. This data takes the form of a 5-year cash flow projection based on County revenue and expense projections. This reporting is regularly reviewed by staff and the Trustees. Planning assumptions will be included in those reports and special report summaries are developed as necessary.

Library budgeting separates capital and operational expense as required by the County. The Library Board of Trustees' adopted Reserve Policy recognizes the financial importance of a stable and sufficient level of fund balance. Also, Trustee policy regarding the use of capital reserves (2.3.3B) limits capital project expense.

REPORT (COMPLIANT): Projections and assumptions that make up these types of fiscal reporting are reviewed regularly. The Trustees use these reports for budget development and oversight.

I can report compliance in developing projections and communicating and also in maintaining the Board approved Reserve policy.

4. **The Executive Director may not fail to ensure that the capital budget provides for the achievement of long-term Ends regarding library service within the County, as well as for construction, maintenance, replacement and financing of facilities.**

EXECUTIVE DIRECTOR INTERPRETATION: Capital planning for library service, construction, maintenance, replacement and financing of facilities is an ongoing activity that is reflected in the annual budget, in the Library's annual strategic priorities and in the five-year capital plan.

REPORT (COMPLIANT): Ends Statements and Five-Year Strategic Priorities assume the existence and implementation of a capital plan, revised and updated annually in accordance with the Library Board of Trustees' direction and the Board of County Commissioners' policy. Also, the library regularly updates its 5 and 10 year financial plan to reflect changes in conditions and priorities.

I can report compliance to the extent of available funding.

5. **Plans the expenditure for operations and debt service in any fiscal year according to the actual revenue amount projected to be received in the fiscal year.**

EXECUTIVE DIRECTOR INTERPRETATION: This means that we must plan for and monitor actual revenues and expenditures against our original budget estimates and adjust estimates as necessary for changes in conditions.

GOVERNING POLICY OF THE JEFFERSON COUNTY PUBLIC LIBRARY BOARD OF TRUSTEES

REPORT (COMPLIANT): Monthly and annual reports compare actual results with the budget. Transfers or supplemental appropriations are made when necessary per “Financial Conditions and Activities” Board policy 2.3.

I can report compliance.

6. **Provides less for Board activities during the year than is set forth in the Governance Budget policy (*see policy in Governance Process – 4.8*).**

EXECUTIVE DIRECTOR INTERPRETATION: I understand this to mean that the Board establishes its budget for what it believes is important to invest in its own governance. The annual budget for the library allocates the amount stated in the Cost of Governance policy for Board functions.

REPORT (COMPLIANT): The Board determines its “Governance Budget” for each fiscal year and that amount is incorporated into each year’s budget.

I can report compliance.

GOVERNING POLICY OF THE JEFFERSON COUNTY PUBLIC LIBRARY BOARD OF TRUSTEES

POLICY TYPE: MANAGEMENT LIMITATIONS
POLICY TITLE: *COMPENSATION AND BENEFITS*

POLICY 2.6

MANAGEMENT LIMITATIONS

Initial Monitoring on *Policy 2.6: COMPENSATION AND BENEFITS*

I hereby present my monitoring report on your Management Limitations policy 2.6 “Compensation and Benefits”, in accordance with the monitoring schedule set forth in Board policy. I certify that the information contained in this report is true.

Signed: _____ Executive Director

Date: August 19, 2021

BROADEST POLICY PROVISION

The Executive Director will not cause or allow jeopardy to the organization’s fiscal integrity or public image when dealing with employment, compensation and benefits for employees, consultants or contractors.

EXECUTIVE DIRECTOR INTERPRETATION: The Board has comprehensively interpreted this policy in the provisions below. My interpretations and reporting data are appended below.

Accordingly, I shall not:

1. Change my own compensation or benefits.

EXECUTIVE DIRECTOR INTERPRETATION: I understand this to mean that I cannot nor shall not attempt to change my compensation or benefits. All such changes and /or recommendations for change must be reviewed and approved by the Library Board, per policy 4.3.6.

REPORT (COMPLIANT): On my employment anniversary date the Board annually sets my compensation upon review of my response and adherence to the previous year's monitoring reports and my performance in the direction and leadership of the library. The Jefferson County Personnel Board sets the benefits for all county employees and mine are as established for Executive Officers / appointed and elected officials within the meaning of Jefferson County Government. These benefits can be changed only by the Personnel Board or the Board of County Commissioners. Any such change is overseen by the library’s and county’s Human Resources departments.

I can report compliance.

2. Unilaterally propose or establish a unique compensation and benefit practice and program that deviate from the library's established compensation practice.

EXECUTIVE DIRECTOR INTERPRETATION: I understand this to mean that I cannot nor shall not attempt to change the compensation or benefits of library staff without either a change in the library's established compensation philosophy and/or Trustee approval.

GOVERNING POLICY OF THE JEFFERSON COUNTY PUBLIC LIBRARY BOARD OF TRUSTEES

REPORT (COMPLIANT): Any and all changes to staff compensation or benefits are in accordance with the library's established compensation practice, state and federal regulations, and County Personnel Rules. ~~and~~ They are reviewed and approved by the Library Board when required by statute or policy.

I can report compliance.

3. **Pertaining to consultants and contract vendors, create obligations over a longer term than revenues can be safely projected, in no event longer than one year.**

EXECUTIVE DIRECTOR INTERPRETATION: I understand this to mean that we must maintain control over our use of consultants and contract vendors by ensuring that expected revenue meets the financial obligations of any contractual services and by contractually limiting obligations for payments to the current fiscal year.

REPORT (COMPLIANT): All contract language includes the financial abilities and obligations of the library and the duration of service. In practice, when it is in the library's interest to enter into agreements that last longer than the current year, our contracts provide for termination without any cause within a specified number of days or upon a circumstance of non-appropriation and that they have been approved by the County Attorney.

I can report compliance.

GOVERNING POLICY OF THE JEFFERSON COUNTY PUBLIC LIBRARY BOARD OF TRUSTEES

POLICY TYPE: MANAGEMENT LIMITATIONS

POLICY 2.7

POLICY TITLE: *EMERGENCY EXECUTIVE DIRECTOR SUCCESSION*

MANAGEMENT LIMITATIONS

Initial Monitoring on *Policy 2.7: EMERGENCY EXECUTIVE DIRECTOR SUCCESSION*

I hereby present my monitoring report on your Management Limitations policy 2.7 “Emergency Executive Director Succession”, in accordance with the monitoring schedule set forth in Board policy. I certify that the information contained in this report is true.

Signed: _____ Executive Director

Date: August 19, 2021

BROADEST POLICY PROVISION

In order to protect the Board from sudden loss of the Executive Director’s services, the Executive Director shall not fail to ensure that at least two (2) other members of the management team are sufficiently familiar with Board and Executive Director issues and processes to take over with reasonable proficiency as an interim successor.

EXECUTIVE DIRECTOR INTERPRETATION: I understand this provision to mean that there are at least two management team members prepared to act in an interim capacity as Executive Director if I am not available so that library operations may continue until I return to work or a permanent replacement is named.

REPORT (COMPLIANT): In response to this provision, the positions of Director of Libraries and Director of ~~Strategy, Engagement~~ **Business Strategy and Finance** are empowered and qualified to assist with the day-to-day operations and strategic projects of the library as well as to serve as, and perform the duties and responsibilities of the Executive Director in the absence of the Executive Director.

I can report compliance.

GOVERNING POLICY OF THE JEFFERSON COUNTY PUBLIC LIBRARY BOARD OF TRUSTEES

POLICY TYPE: MANAGEMENT LIMITATIONS
POLICY TITLE: *BOARD AWARENESS AND SUPPORT*

POLICY 2.8

MANAGEMENT LIMITATIONS

Initial Monitoring on **Policy 2.8: *BOARD AWARENESS AND SUPPORT***

I hereby present my monitoring report on your Management Limitations policy 2.8 “Board Awareness and Support”, in accordance with the monitoring schedule set forth in Board policy. I certify that the information contained in this report is true.

Signed: _____ Executive Director

Date: August 19, 2021

BROADEST POLICY PROVISION

The Executive Director shall not cause or allow the Board to be uninformed or unsupported in its work.

EXECUTIVE DIRECTOR INTERPRETATION: The Board has comprehensively interpreted this policy in the provisions below. My interpretations and reporting data are appended below.

Accordingly, I shall not:

1. **Fail to report in a timely manner an actual or anticipated noncompliance with any policy of the Board.**

EXECUTIVE DIRECTOR INTERPRETATION: I interpret this provision to mean that issues of non-compliance are to be regarded by me as matters of priority. I will judge each issue as it arises and report as appropriate. Some will require immediate attention and some may wait for the filing of a formal monitoring report. In any case, non-compliance must always be known by the Board.

REPORT (*COMPLIANT*): Monitoring reports are submitted annually with reporting of compliance or non-compliance. Matters of immediate attention are made known to the Library Board accordingly.

I can report compliance.

2. **Neglect to submit monitoring data required by the Board (see policy on Monitoring Executive Director Performance in *Board-Management Delegation*) in a timely, accurate and understandable fashion, directly addressing provisions of Board policies being monitored.**

EXECUTIVE DIRECTOR INTERPRETATION: This provision requires that monitoring reports will be submitted to the Board on their approved schedule and in a form that provides the Board with the necessary data.

REPORT (*COMPLIANT*): The review calendar has been established and is updated regularly and on schedule. Monitoring data and interpretation is provided according to the calendar schedule.

I can report compliance.

GOVERNING POLICY OF THE JEFFERSON COUNTY PUBLIC LIBRARY BOARD OF TRUSTEES

3. **Let the Board be unaware of significant incidental information, such as anticipated adverse media coverage, threatened or pending lawsuits, or material external and internal changes. Notification of planned internal changes is to be provided in advance, when feasible.**

EXECUTIVE DIRECTOR INTERPRETATION: This provision requires timely notification from me to the Board when issues have arisen that significantly affect the Library. Since many such issues arise between normal Board reporting sessions, such as Board meetings, I must implement a process of notification to the Board as these occur.

REPORT (COMPLIANT): We have implemented a direct reporting process to the Board, via e-mail, that informs them as quickly as necessary on vital issues. The Library's Executive Director manages the communications process and delegates to the Director of ~~Strategy~~, **Communications and Engagement**, ~~and Finance~~ and other staff when appropriate. Such messages will be followed up in the regular meeting support reports, as necessary.

I can report compliance.

4. **Fail to advise the Board if, in the Executive Director's opinion, the Board is not in compliance with its own policies (*Governance Process and Board-Management Delegation*), particularly in the case of Board or Board member behavior that is detrimental to the work relationship between the Board and the Executive Director.**

EXECUTIVE DIRECTOR INTERPRETATION: I understand that I am required by this provision, to monitor all Board processes to ensure they conform to established policies. In addition, I will be aware to the extent possible, of individual Board members' activity for compliance with the Board's policies. My reporting of such issues will be to the Board Chair, unless it is a matter of an individual member. In such cases, I may choose to talk directly to the individual or to the Chair, as appropriate.

REPORT (COMPLIANT): When I or other Library staff become aware of activity that appears to be out of compliance, I take necessary action.

I can report compliance.

5. **Neglect to submit objective decision information required periodically by the Board, or let the Board be unaware of relevant trends.**

EXECUTIVE DIRECTOR INTERPRETATION: I understand that this provision requires me to provide all relevant information to the Board in support of their decision-making to ensure their objectivity. Further, I must have in place an information process that heightens the Board's ability to understand fundamental library issues and trends.

REPORT (COMPLIANT): Where the complexity of a topic justifies a special study session, we have implemented a two-stage process to provide the Board with background information and more focused information leading to decision-making. The current practice is to provide the background information at these study sessions, primarily in reports from senior managers. The Board then

GOVERNING POLICY OF THE JEFFERSON COUNTY PUBLIC LIBRARY BOARD OF TRUSTEES

questions and debates these issues, and revisions are prepared for the consent agenda at the regular Board meeting, in support of a necessary decision. The Board then has the choice of deciding its course of action at that time or to defer its decision to the consent agenda at the next regularly scheduled Library Board meeting.

I can report compliance.

6. **Present information in unnecessarily complex or lengthy form, or in a form that fails to differentiate among information of three types:**

A. **Monitoring**

EXECUTIVE DIRECTOR INTERPRETATION: Monitoring reports must be delivered to the Board according to the annual report schedule established by the Board and in a distinctive format and structure that is easily followed and understood.

REPORT (COMPLIANT): The monitoring report formats are established.

I can report compliance.

B. **Decision preparation (or “action item”)**

EXECUTIVE DIRECTOR INTERPRETATION: Where the complexity of the decision preparation justifies an in-depth study session, the preparation follows the two step process described in #5 above (background information at study sessions and final decision support at the regular meeting.) Both of these processes are reflected in the agendas for each meeting.

REPORT (COMPLIANT): Study sessions are used to provide background and additional information that is requested or needed.

I can report compliance.

C. **Incidental/ “FYI.”**

EXECUTIVE DIRECTOR INTERPRETATION: I understand that this reporting, typically of items not needing an immediate decision, may be presented verbally by me or others during, after meeting adjournment or outside of scheduled meetings if necessary. If a reported issue later rises to the level of a required action, the procedures outlined in #5 above must be followed.

REPORT (COMPLIANT): We have implemented this reporting process and I regard it as effective, primarily in giving the Board the opportunity to discuss incidental issues without making a decision based on what could be insufficient information.

I can report compliance.

7. **Fail to provide support for official Board, officer or committee communications and functions, including but not limited to orienting new Board members to Library operations**

GOVERNING POLICY OF THE JEFFERSON COUNTY PUBLIC LIBRARY BOARD OF TRUSTEES

and services.

EXECUTIVE DIRECTOR INTERPRETATION: This provision requires me to provide a high level of communications support to official Board activities and functions as the Board goes about its governance business. I must also assist the Board as it develops its new member orientation program. Further, I must prepare and implement an operational orientation program that is consistent with the Board's own process.

REPORT (COMPLIANT): The Chair manages support for official Board communications and the required new member orientation program is in place.

8. **Fail, when addressing official Board business, to deal with the Board as a whole except when:**

A. **Fulfilling individual requests for information**

EXECUTIVE DIRECTOR INTERPRETATION: I understand this provision to require me to address official Board business with the Board as a whole. When reasonable requests for information come from individual Board members, I will respond according to my best judgment.

REPORT (COMPLIANT): Current practice has been for me to keep all members informed equally, unless it is a matter that involves an individual need. I have in the past, and expect in the future, to fulfill most such requests, refer them to the Chair, or supply an individual's request to the entire Board.

I can report compliance.

B. **Responding to officers, committees or individuals duly charged by the Board**

EXECUTIVE DIRECTOR INTERPRETATION: This important provision is in place as a key element in my work as the Executive Director. As the Board proceeds with its governance work, either as a committee as a whole or through such delegations as the Board may determine, it is my task to provide the most useful information and resources available.

REPORT (COMPLIANT): Processes are in place for the Executive Director and other staff members to supply information as needed or requested.

I can report compliance.

9. **Fail to supply for the Board's consent agenda, along with applicable monitoring information, all decisions delegated to the Executive Director yet required by law, regulation or contract to be Board-approved.**

EXECUTIVE DIRECTOR INTERPRETATION: I take this to mean that all decisions delegated to me that may be governed by Board policy, Jefferson County policy or state statute be referred to the Board for their action, via the consent agenda.

REPORT (COMPLIANT): Processes are in place to bring before the Board, regular decisions

GOVERNING POLICY OF THE JEFFERSON COUNTY PUBLIC LIBRARY BOARD OF TRUSTEES

that must be reviewed by the Board. An updated copy will be given to the Board after being evaluated by my office or other staff for compliance.

I can report compliance.

GOVERNING POLICY OF THE JEFFERSON COUNTY PUBLIC LIBRARY BOARD OF TRUSTEES

POLICY TYPE: MANAGEMENT LIMITATIONS
POLICY TITLE: *MATERIALS SELECTION*

POLICY 2.9

MANAGEMENT LIMITATIONS

Initial Monitoring on **Policy 2.9: MATERIALS SELECTION**

I hereby present my monitoring report on your Management Limitations policy 2.9 “Materials Selection”, in accordance with the monitoring schedule set forth in Board policy. I certify that the information contained in this report is true.

Signed: _____ Executive Director

Date: August 19, 2021

BROADEST POLICY PROVISION

To ensure the retention and preservation of materials with long-term value, the Executive Director shall not fail to ensure continual assessment and evaluation of the Library’s collection.

EXECUTIVE DIRECTOR INTERPRETATION: I understand that this provision requires me to have in place written and implemented practices that continuously assess the value of our material collections and make item by item decisions about retention and preservation for long-term value.

Accordingly:

- 1. The Executive Director shall not fail to ensure that the Library collection: Reflects the full spectrum of political, religious and cultural beliefs and practices of the residents of Jefferson County.**

EXECUTIVE DIRECTOR INTERPRETATION: Decisions about acquisition, deaccession and retention must be directed by a written set of guidelines, the implementation of which will ensure that the library’s materials will reflect a wide range of community interests, readership and intellectual endeavor. These guidelines further ensure that staff decisions will be supported when selection and retention decisions are made in terms of these guidelines.

REPORT (COMPLIANT): We have in place comprehensive guidelines to address these issues. They are managed by the library’s Collections Manager. I regard our collection management practices to be fully compliant with demonstrated success through multiple industry-approved data points.

I can report compliance.

- 2. Offers all library users in the community access to materials and resources that contribute to the free expression of ideas.**

EXECUTIVE DIRECTOR INTERPRETATION: I understand that equitable access to resources is the key element in having a materials collection. This means that all resources must be equitably available to all users and that effective systems are in place to ensure efficient and reliable access.

GOVERNING POLICY OF THE JEFFERSON COUNTY PUBLIC LIBRARY BOARD OF TRUSTEES

REPORT (COMPLIANT): We offer complete access to material and electronic resources both physically and digitally. In addition, we provide cataloging that conforms to current standards making our collection accessible. Daily delivery among our libraries provides timely access to requested materials

I can report compliance.

- 3. Is offered in those formats that best meet the needs of various ages, reading levels, languages, cultural, informational, and educational interests in the community.**

EXECUTIVE DIRECTOR INTERPRETATION: This provision requires me to have in place written and implemented guidelines to ensure that collection development practices will seek the best format(s) for any item added to the collection.

REPORT (COMPLIANT): Our collection development guidelines, managed by the Collections Manager, are implemented to guarantee that all material formats are represented in the collection, as appropriate. A careful balance is maintained among formats so that print, media, digital and other formats support the complete range of library use and users.

I can report compliance.

- 4. Supports the principles of intellectual freedom and avoidance of censorship.**

EXECUTIVE DIRECTOR INTERPRETATION: I understand this to mean that the materials collection, taken together, supports the range of subject, content and format that is appropriate to the communities we serve. Each item added is a conscious decision regarding the principles of intellectual freedom. Related to that concept is the practice of applying the same principles to a request for removal of an item.

REPORT (COMPLIANT): We have policies in place, as part of our materials selection practices and binding upon all staff who participate in selection, to ensure that material selection decisions satisfy the standards of intellectual freedom. We will consider a request for removal or relocation but I require that the basic principles be observed and that intimations of censorship not be a factor in selection or requests for reconsideration.

I can report compliance.

ADMINISTRATION
10200 W. 20th Ave.
Lakewood, CO 80215
303.235.5275



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TO: Donna Walker, Executive Director

FROM: Julianne Rist, Director of Libraries

DATE: August 12, 2021

RE: Fifth Annual Renewal of Midwest Tape, LLC Contract

History of Contract

Midwest Tape Contract Renewal:

In September of 2016 the Board of Trustees authorized Jefferson County Public Library to enter into a contract with Midwest Tape, LLC as our primary vendor for media, DVDs, and Audiobooks. The approved contract allowed us to renew it annually for five additional years with Board approval. This would be the fifth and final renewal. Midwest Tape continues to provide us with quality products under the services outlined in the contract and we would like to renew the contract.

Total Cost:

This contract has a "not to exceed" amount of \$2,500,000. This expenditure is within the 2021 approved budget.

Action Requested:

I am recommending that we continue to use Midwest Tape as our primary vendor for media. I am asking the Library Board of Trustees to authorize the Executive Director to sign a renewal of the contract with Midwest Tape, LLC within the approved 2021/2022 budgeted amount. This is the fifth and final renewal of this contract. **This item will be placed on the consent agenda for the August 19, 2021 Library Board meeting unless otherwise instructed by the Board.**

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TO: Donna Walker, Executive Director

FROM: Steve Chestnut, Director of Facilities and Construction

DATE: August 12, 2021

RE: 2021-2022 Snow Mitigation Services, CoCal Landscape Services, Inc, 2nd Renewal

History of Contract: CoCal Landscape Services, Inc.

The Board authorized the Executive Director to enter into a contract with CoCal Landscape Services, Inc. in October 2019. CoCal Landscape Services Inc. provides snow removal services at all library locations except for Evergreen. The Board's authorization allowed the option to renew the contract for up to four additional one-year terms with their approval. We have been happy with the services provided by the vendor, and would like to renew our contract for an additional year. This will be the second renewal for this contract.

Budget:

The projected contract cost for the 2021-2022 snow season is \$150,000 and would provide for snow removal through September 30, 2022. The total annual cost to the Library is anticipated to be within the budgeted amount for snow removal of \$200,000.

Next Actions:

I would like to ask the Board to authorize the Executive Director to renew our contract with CoCal Landscape Services Inc. for snow mitigation services at all locations other than Evergreen. **This item will be placed on the consent agenda for the August 19, 2021 Library Board meeting unless otherwise instructed by the Board.**

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TO: Donna Walker, Executive Director

FROM: Steve Chestnut, Director of Facilities and Construction

DATE: August 12, 2021

RE: 2021-2022 Snow Mitigation Services, Bear Creek Landscape Co, 2nd Renewal

History of Contract: Bear Creek Landscape Co

The Board authorized the Executive Director to enter into a contract with Bear Creek Landscape Co. in October 2019. Bear Creek Landscape Co. provides snow removal services at the Evergreen Library location. The Board's authorization allowed the option to renew the contract for up to four additional one-year terms with their approval. We have been happy with the services provided by the vendor, and would like to renew our contract for another year. This will be the second renewal for the contract.

Budget:

The projected contract cost for the 2021-2022 snow season is \$50,000 and would provide for snow removal through September 30, 2022. The total annual cost to the Library is anticipated to be within the budgeted amount for snow removal of \$200,000.

Next Actions:

I would like to ask the Board to authorize the Executive Director to renew our contract with Bear Creek Landscape Co. for snow mitigation services at Evergreen Library. **This item will be placed on the consent agenda for the August 19, 2021 Library Board meeting unless otherwise instructed by the Board.**

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TO: Donna Walker, Executive Director

FROM: Steve Chestnut, Director of Facilities and Construction

DATE: August 12, 2021

RE: Standley Lake Clerestory Roof Contract

Background: Standley Lake Clerestory Roof Panels

The Standley Lake clerestory roof was constructed in 1991 and is made of fiberglass-reinforced panels. The roof panels have developed some leaks over the years, and show distress from UV damage. We would like to replace the roof panels with a similar product that will provide the appropriate strength and leak protection, and have a long-term life expectancy.

The Board authorized the transfer of \$140,000 from contingency funds to cover the cost of the replacement panels in May 2021. We decided to reach out directly to product manufacturers as well as install companies for project bids due to low vendor response volume to our RFPs. We obtained three quotes from vendors for replacement, and all three of those vendors offered different products. We determined that Kalwall, the product that exists on the roof currently, would be the best in fit and performance to replace the panels. The vendor offering the Kalwall product is Powers Products Co.

Budget & Cost:

The budget for this project is \$140,000 and the proposal from Powers Products is \$141,750.00. There will be some additional fees incurred for patron safety barriers and permitting, but those fees will be paid from ARM-01.

Next Actions:

We recommend that the Board of Trustees authorize the Executive Director to enter into a contract with Powers Products Co for \$141,750.00 for the purchase and replacement of the Standley Lake clerestory roof panels. **This item will be placed on the consent agenda for the August 2021 Library Board meeting unless otherwise instructed by the Board.**

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TO: Donna Walker, Executive Director

FROM: Julianne Rist, Director of Libraries and Padma Polepeddi, Assistant Director of Library Experience

DATE: August 12, 2021

RE: Jefferson County Public Library Intergovernmental Agreement (IGA) with Cimarron Metropolitan District

History: Alternative Service Delivery

The Facilities Master Plan presented to the Board in February 2018 recommended using Alternative Service Delivery (ASD) to complement JCPL's destination libraries and outreach services. We purchased lockers and a lending machine as one ASD tool during the Belmar redesign, with the goal to redeploy these machines to underserved areas of the county when Belmar reopened. Since the Belmar reopening, we have redeployed the lending machine and lockers at the Ridge Recreation Center in South County, as well as putting lockers in Conifer at the Mountain Resource Center. We also identified Northwest Arvada as another potential area for holds lockers.

Next Location: Candelas

We have found a location in Northwest Arvada at the Candelas residential community to provide space for a set of holds pick up lockers and a material returns bin.

The lockers and returns bin will be accessible 24/7 and would be placed outside the Candelas Parkview Clubhouse to provide convenient ADA compliant access. This clubhouse is close to Three Creeks K-8 School, with a student population of almost 700 students. It is in a very large, master planned residential community with adults and families of all ages and a population of over 3,300. Conversations with residents and community members indicated that distance to a physical library location has been a barrier to the community utilizing library resources. A library service point in this location will reach a broad and growing community of over 13,000 residents in the Candelas community and the 80007 zip code area, which has a projected population of over 17,000 in 2025. This partnership would be in line with similar arrangements for our other holds lockers locations where our partner provides the space and location, and JCPL provides the equipment and items required to protect and install the equipment.

Total Cost:

The approved 2021 budget for Alternatives Services is \$495,791. The costs for this project will come out of that budget.

The associated expenses for this contract include the electrical and concrete work required to install the holds locker unit, lighting, and the cost for producing navigational signage for the site.

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Associated expenses cost: Approximately \$3,500

Recommendations and Next Actions:

The Candelas Community Board and the attorney for Jefferson County have reviewed and approved the IGA, and the Cimarron Metropolitan District has signed and returned it; next steps will be for JCPL to sign the IGA as well. We recommend execution of the IGA by the Jefferson County Public Library.

We request the Board of Trustees authorize the Executive Director to enter into an Intergovernmental Agreement with Cimarron Metropolitan District for the installation of holds lockers and a material returns bin at the Candelas Residential Community. **This item will be placed on the consent agenda for the August 19, 2021 Library Board meeting unless otherwise instructed by the Board.**

Attachment A: Copy of the signed IGA

Attachment B: Images showing the area next to the Parkview Clubhouse where the lockers and returns bin would be installed

Attachment C: Map showing the location of the Candelas Residential Community in relation to the Standley Lake library (11 minute drive)

Attachment D: Map showing the location of the Candelas Residential Community in relation to the Arvada Library (22 minute drive)

Attachment E: Candelas Residential Community within the 80007 zipcode

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Attachment B: Images showing the area next to the Parkview Clubhouse where the lockers and returns bin would be installed

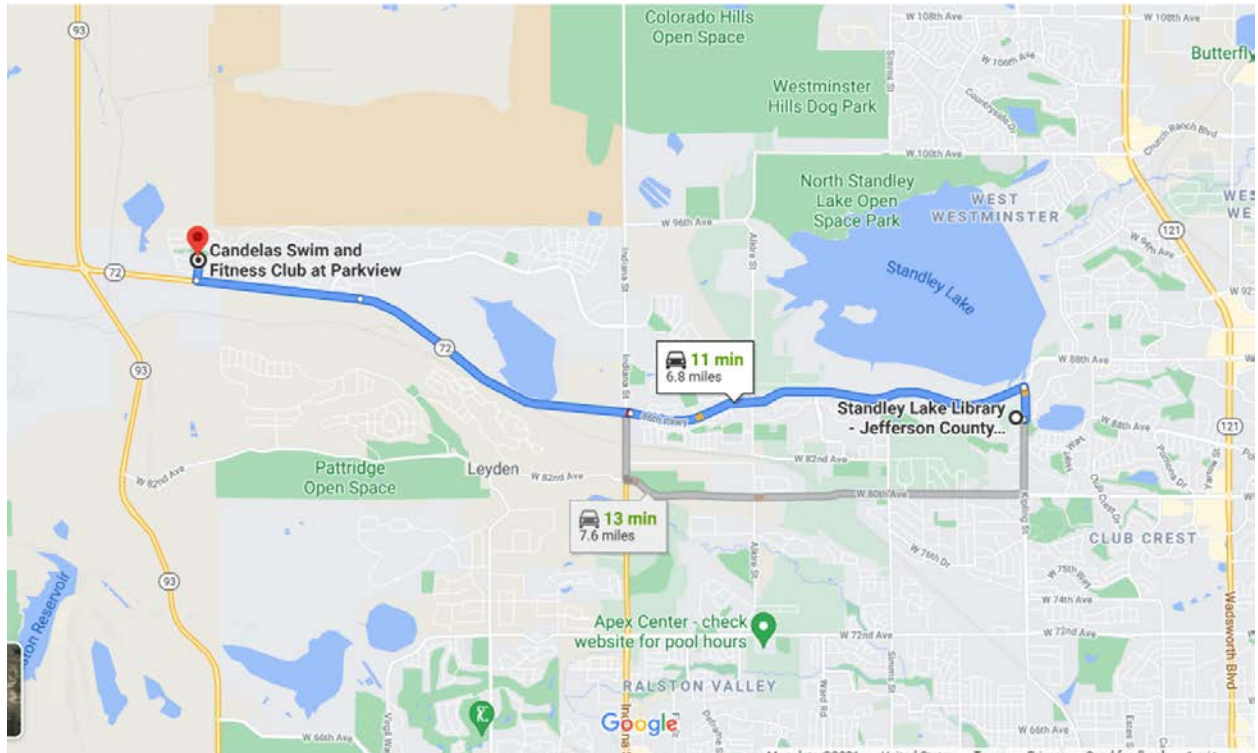


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Attachment C: Map showing the location of the Candelas Residential Community in relation to the Standley Lake library (11 minute drive)



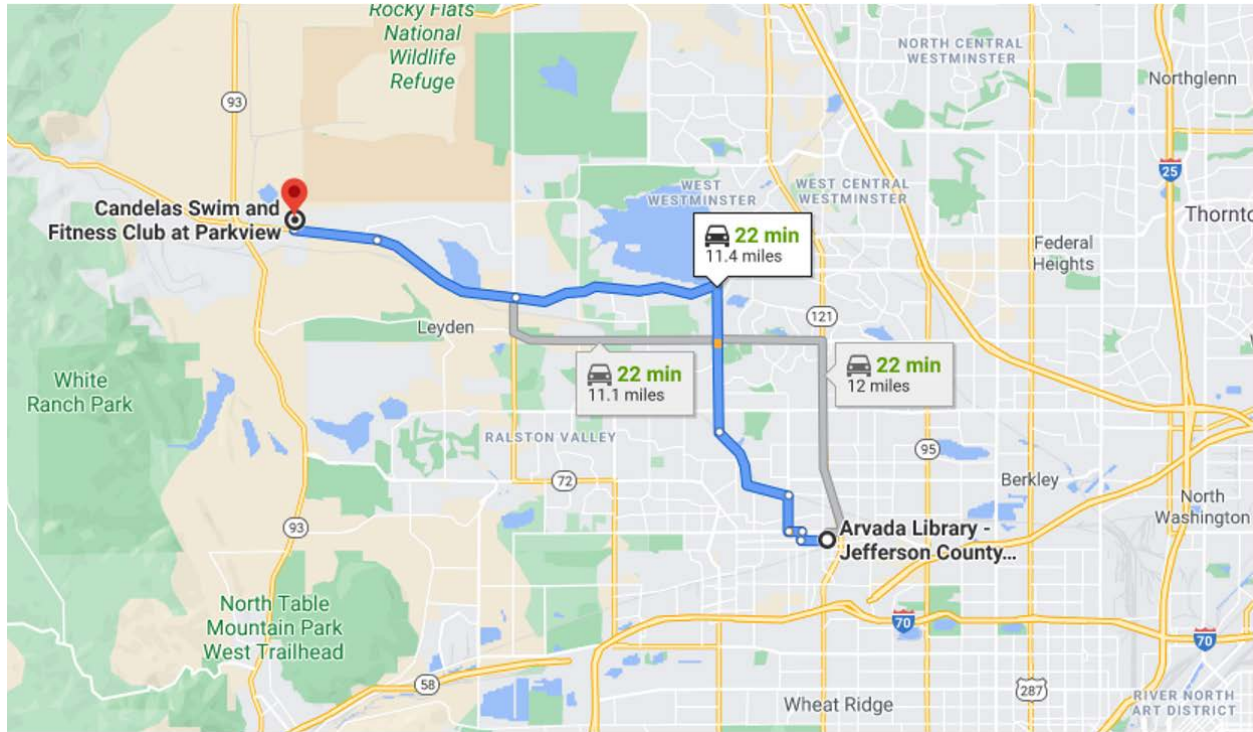
Source: Google Maps, Map Data 2021

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Attachment D: Map showing the location of the Candelas Residential Community in relation to the Arvada Library (22 minute drive)



Source: Google Maps, Map Data 2021

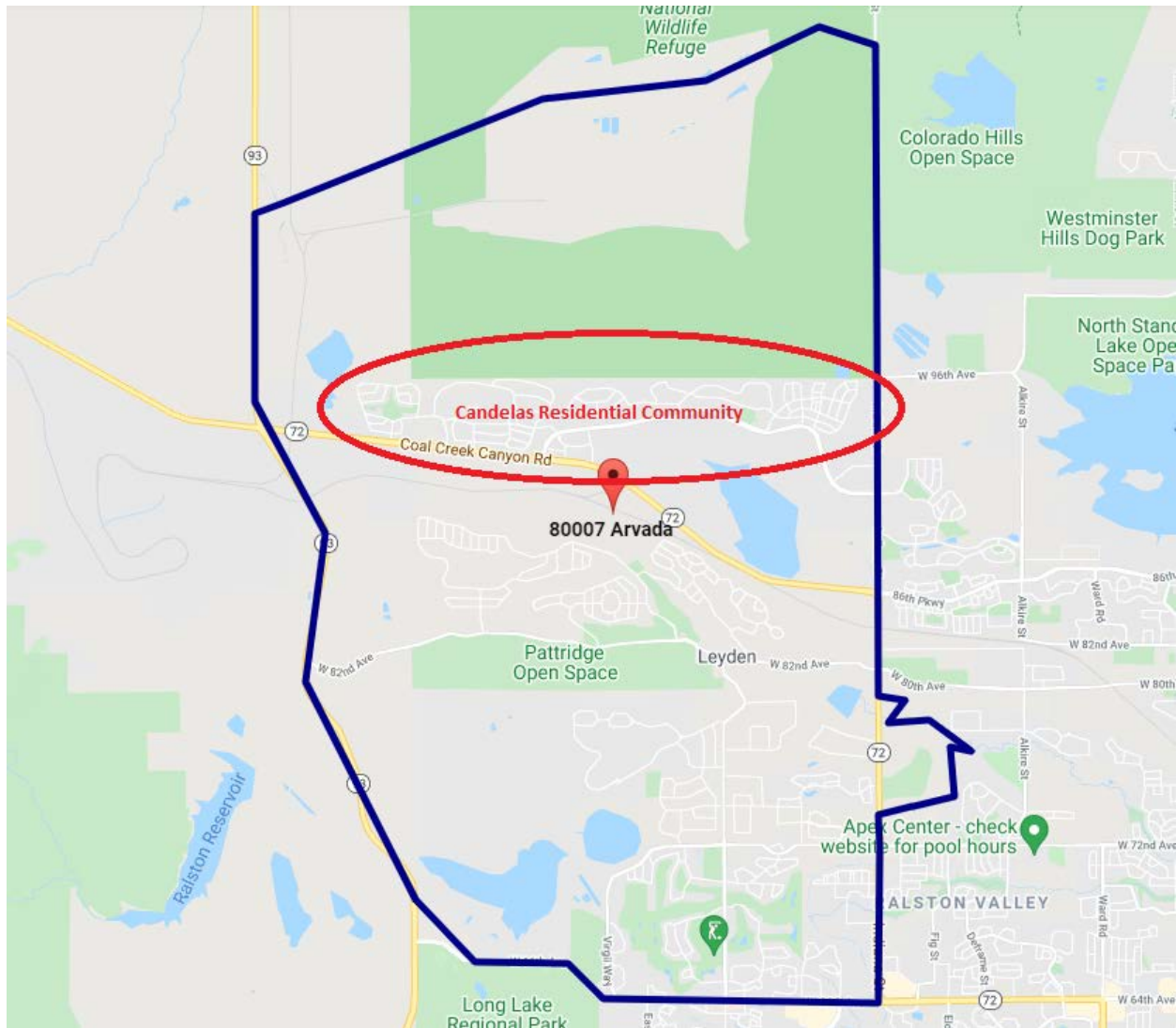
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Attachment E: Candelas Residential Community within the 80007 zipcode



— Perimeter of the 80007 zip code area

Source: 2021 Gale Business, DemographicsNow

INTERGOVERNMENTAL AGREEMENT
FOR INSTALLATION OF LOCKER SYSTEMS

THIS INTERGOVERNMENTAL AGREEMENT FOR INSTALLATION OF LOCKER SYSTEMS (the “Agreement”) dated for reference purposes only June 24, 2021, is made and entered into by and between JEFFERSON COUNTY PUBLIC LIBRARY, a Colorado body politic and corporate (“Library”), and CIMARRON METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (“Property Owner”).

RECITALS

- A. Pursuant to Article XIV, § 18(2)(a), Colorado Constitution, § 29-1-203, C.R.S., and § 32-1-1001(1)(d)(I), C.R.S., Library and Property Owner have the authority to enter into this intergovernmental agreement.
- B. The Library and the Property Owner desire that certain locker systems be installed in order to provide Property Owner’s resident taxpayers and other members of the public with access to Library resources.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and promises set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. **AUTHORIZED REPRESENTATIVES**. Each party’s representative designated below shall have the authority to bind said party to that party’s obligations as provided for herein. Library designates Padma Polepeddi as its authorized representative. Property Owner designates the President of Property Owner, currently Brian Daly, as its authorized representative.
- 2. **OBLIGATIONS OF LIBRARY**.
 - 2.1. **Project Installation and Maintenance**. Library is responsible for the installation and maintenance, at no expense to Property Owner, of those certain locker systems at the location and according to the specifications identified in Exhibit A, attached hereto and incorporated herein by this reference (the “Project”), including maintenance, repair or replacement of any portion of the Project as needed and payment of all costs arising from such installation and maintenance. Installation of the Project shall include installation of a concrete pad and awning over the locker. Library shall timely and at no expense to Property Owner address, repair, replace, or otherwise remedy any vandalism or property damage to the Project, including any damage resulting from electrical surges.
 - 2.2. **License to Access Real Property**. Property Owner hereby grants to Library a nonexclusive, revocable license and right to enter upon Property Owner’s real property described in Exhibit A (the “**Property**”) for the sole and exclusive purpose of installing, maintaining, repairing, and replacing any or all portions of the Project. The term of this license shall be from the date of this Agreement first set forth above and shall terminate upon the termination of this Agreement pursuant to the provisions herein.

Neither Library nor its contractors or agents shall make any physical alterations to the Property or any plants or other improvements thereon beyond those necessary to fulfill the above

purposes, and Library and its contractors and agents shall return said Property to the same condition as it was prior to the operations of Library pursuant to this Agreement, including but not limited to keeping clean any adjacent streets and rights of way which are affected by Library's operations on the Property; and being responsible for repairing any damage to curb, gutter, asphalt, fencing, or other property associated with the use of the Property for Library's Project activities. Library shall not disturb or interfere with any of Property Owner's operations on said Property.

- 2.3. Signage. Library is responsible for installing, maintaining, repairing or replacing, at no expense to Property Owner, signage on or within the Project. Signage shall be installed or modified only as approved by Property Owner in writing in advance.
- 2.4. Damage Reports. Library shall ensure the Project displays Library's contact information for any reports of malfunctions or damage. Upon receipt of such a report, Library shall notify Property Owner within three business days of the report.
- 2.5. Library Representations. Before any of Library's contractors or agents begin work on the Project, Library shall require such contractor or agent to represent in writing as follows:
 - 2.5.1. The contractor or agent shall perform all work related to the Project in a professional and workmanlike manner, free of material error.
 - 2.5.2. The contractor or agent shall maintain insurance coverage as required under Section 2.7 hereof.
 - 2.5.3. The contractor or agent shall perform work related to the project in full compliance with all applicable laws, rules, and regulations.
- 2.6. Licenses and Permits. Library shall ensure that the Contractor obtains licenses and permits required to perform all work related to the Project.
- 2.7. Contractor Insurance. Library shall require its contractors, agents, and all subcontractors to carry, at no expense to the District, the following insurance for the duration of the Project:
 - i. Commercial General Liability Insurance. A policy or policies of commercial general liability insurance insuring the Contractor, and naming Library and Property Owner as additional insureds, against and liability for personal injury, bodily injury, death or property damage arising out of the Project. Coverage amounts shall be maintained at the levels set forth in such policy/ies, which shall be not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$2,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$2,000,000 for Completed Operations and Products Liability. Such policies shall include coverages for contractual liability and products/completed operations liability. The limits of such insurance shall not limit the liability of Contractor hereunder.
 - ii. Automobile Liability Insurance. A policy or policies of comprehensible automobile liability insurance, include statutory personal injury protection and uninsured motorist coverage, insuring the Contractor and naming the Library and Property owner as additional

insured against any liability for personal injury, bodily injury, death or property damage arising out of the use of any motor vehicles in connection with the performance of the Services, on or off the site, whether the motor vehicles are owned, non-owned or hired. Coverage amounts shall be maintained at the levels set forth in such policy/ies, which shall be no less than a combined single limit of \$1,000,000 for each accident for bodily injury and/or property damage. The limits of such insurance shall not limit the liability of the Contractor hereunder.

iii. Other Insurance/Workers' Compensation Insurance. A Workers' Compensation Insurance Policy in form and substance reasonably acceptable to Library and Property Owner and in an amount not less than the statutory benefits, including Employer's Liability Insurance with limits of liability of not less than (i) \$500,000 for bodily injury by accident, each accident; (ii) \$500,000 for bodily injury by disease, each employee; and (iii) \$500,000 aggregate liability for disease. The Workers' Compensation Insurance Policy, or an endorsement to such policy, must include a waiver of subrogation in a form acceptable to Property Owner. Contractor shall also procure any other insurance required by applicable law.

Library shall require that its contractors, agents, and subcontractors shall give notice to Property Owner within five business days, or as soon as practicable, of any modification of any such policies. Library shall further require that its contractors, agents, and subcontractors shall, upon request, promptly furnish Property Owner with copies of policies obtained pursuant to this Section 2.7.

2.8. Indemnification by Contractor. Library shall require its contractors and agents to indemnify, defend, and hold harmless Property Owner and its respective directors, trustees, officers, members, managers, agents and employees (collectively, the "Indemnified Parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including but not limited to, attorney fees, which may result against any of the Indemnified Parties as a result or on account of the actions or omissions of Library's contractors or its employees, agents or subcontractors, or other persons acting under any of Library's contractor's or agent's direction or control, in prosecuting the Project. Library's contractors or agents shall be required to investigate, handle, respond to and provide defense for any such liability claims or demands at their sole expense and to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false or fraudulent.

3. **OBLIGATIONS OF PROPERTY OWNER.**

- 3.1. Project Space. Property Owner will be responsible for snow removal necessary for reasonable access to the Project.
- 3.2. Electrical Service; Lighting. Property Owner shall provide electrical service to the Project. Library shall be responsible for installing, operating, and maintaining, at no expense to Property Owner, appropriate lighting for the Project.

4. **INFORMATIONAL OBLIGATIONS.** Each Party hereto will meet its obligations as set forth in Section 29-1-205, C.R.S., as amended, to include information about this Agreement in a filing with the Division of Local Government; however, failure to do so shall in no way affect the validity of this Agreement or the remedies available to the Parties hereunder.
5. **FINANCIAL MATTERS.**
 - 5.1. Performance of this Agreement is made in consideration of the mutual covenants and promises contained herein and no party to this Agreement shall have any obligation to pay any other party for performance of this Agreement. Each party shall be responsible for its own costs incurred in the performance of this Agreement except as specified otherwise herein.
 - 5.2. The continuation of this Agreement beyond the initial fiscal year is contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available by the governing body of each party. Property Owner does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of Property Owner hereunder requiring budgeting and appropriation of funds is subject to annual budgeting and appropriation. Nothing herein constitutes or creates an indebtedness or debt of Property Owner within the meaning of any Colorado constitutional provision or statutory limitation. Any party shall have the right to withdraw its participation from this Agreement with 30 days written notice to the other party in the event that the withdrawing party's governing body does not appropriate, budget, or otherwise make funds available for the purpose of fulfilling its obligations under the Agreement for any subsequent fiscal year.
6. **CONFIDENTIALITY.** The parties, for themselves, their agents, employees and representatives, agree that they will not divulge any confidential or proprietary information they receive from the other party or otherwise have access to, except as may be required by law.
7. **LIABILITY AND IMMUNITY.**
 - 7.1. Each party will be responsible for its own negligent or intentional acts or omissions and for those of its employees, officers, agents and volunteers.
 - 7.2. The parties agree that in the event any claim or suit is brought against either or both parties by any third party as a result of the operation of this Agreement, both parties will cooperate with each other, and with the insuring entities of both parties, in defending such claim or suit to the extent permitted by law.
 - 7.3. The parties hereto intend that nothing herein shall be deemed or construed as a waiver by either party of any rights, immunities, limitations, or protections afforded to them under the Colorado Governmental Immunity Act (§ 24-10-101, C.R.S., et seq.) as now or hereafter amended or otherwise available at law or equity.
8. **TERM AND TERMINATION.**
 - 8.1. The term of this Agreement shall commence on the date the Agreement is executed by all parties and shall continue until terminated in accordance with this Agreement.
 - 8.2. Installation of the Project shall be complete no later than September 30, 2021, unless extended in writing by the parties.

8.3. Any party may terminate this Agreement with or without cause upon sixty days' prior written notice to the other party.

9. **AMENDMENT.** This Agreement contains the entire agreement of the parties relating to the subject matter hereof and, except as provided, this Agreement may not be modified or amended except by written agreement of the parties.

10. **NOTICES.**

10.1. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by courier delivery via FedEx or other nationally recognized overnight air courier service, by electronically-confirmed email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

LIBRARY:

Jefferson County Public Library
Attn: Padma Polepeddi
10200 W. 20th Avenue
Lakewood, CO 80215
Tele: 303-275-2206
Email: Padma.polepeddi@jeffcolibrary.org

-

With a copy to:

Jefferson County Attorney
100 Jefferson County Pkwy
Golden, CO 80419-5500
Tele: 303-271-8900
Email: CAOContracts@jeffco.us

PROPERTY OWNER

Cimarron Metropolitan District
c/o CCMC
Attn: Larry Hartman
5940 S. Rainbow Boulevard
Las Vegas, NV 89118
Tele: (702) 248-2262
Fax: (702) 248-2263
Email: lhartman@ccmcnet.com

With a copy to:

McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, CO 80203
Phone: (303) 592-4380
Email: legalnotices@specialdistrictlaw.com

All notices, demands, requests or other communications shall be effective upon such personal delivery or one business day after being deposited with FedEx or other nationally recognized overnight air courier service, upon electronic confirmation of email transmission, or three business days after deposit in the United States mail. By giving the other party hereto at least ten days' written notice thereof in accordance with the provisions hereof, each of the parties shall have the right from time to time to change its address.

11. **MISCELLANEOUS.**

11.1. **Independent Entities.** The parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.

11.2. **Assignment.** This Agreement shall not be assigned by any party without the prior written consent of all parties.

11.3. **Integration and Amendment.** This Agreement represents the entire agreement between the parties and terminates any oral or collateral agreement or understandings. This Agreement

may be amended only by a writing signed by the parties. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provision of this Agreement shall continue in full force and effect.

- 11.4. Officials Not to Benefit. No elected or employed member of any party shall be paid or receive, directly or indirectly, any share or part of this Agreement or any benefit that may arise therefrom.
- 11.5. Governing Law. This Agreement shall be governed by the laws of the State of Colorado.
- 11.6. Venue. Venue for all disputes arising under this agreement shall be in the District Court of and for the County of Jefferson, State of Colorado.
- 11.7. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties, their respective legal representative, successors, heirs, and assigns, provided that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.
- 11.8. Survival. Notwithstanding anything to the contrary, the parties understand and agree that all terms and conditions of this Agreement that require continued performance or compliance beyond the termination or expiration of this Agreement shall survive such termination or expiration and shall be enforceable against a party if such party fails to perform or comply with such term or condition.
- 11.9. Waiver. This Agreement or any of its provisions may not be waived except in writing by a party's authorized representative. The failure of a party to enforce any right arising under this Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.
- 11.10. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all right of action relating to such enforcement shall be strictly reserved to the parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party. It is the express intention of parties that any person other than parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
- 11.11. Execution by Counterparts; Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The parties approve the use of electronic signatures for execution of this Agreement. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, §§ 24-71.3-101 to -121, C.R.S.
- 11.12. Proper Execution. Each party represents that all procedures necessary to authorize such party's execution of this Agreement have been performed and that the person signing for such party has been authorized to do so.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CIMARRON METROPOLITAN DISTRICT

DocuSigned by:
Brian Daly
By: _____
7A908D86719C44E...
Brian Daly, President

DocuSigned by:
Brian Mulvany
By: _____
760E6B4DEB75463...
Brian Mulvany, Secretary

JEFFERSON COUNTY PUBLIC LIBRARY

By: _____
Donna R. Walker, Executive Director

APPROVED AS TO FORM:

Kurtis D. Behn
Assistant County Attorney

jeffcolibrary.org

TO: Donna Walker, Executive Director

FROM: Julianne Rist, Director of Libraries and Padma Polepeddi, Assistant Director of Library Experience

DATE: August 12, 2021

RE: Express Library

Background: Strategy and Concept

The Facilities Master Plan (FMP) presented to the Board in February 2018 recommended using Alternative Service Delivery (ASD) to complement JCPL's destination libraries and outreach services. The FMP identified Northwest Arvada as a potential area for Alternative Service Delivery through offsite services.

Throughout the last few years we have followed a standard model for developing and implementing new Alternative Service offerings:

- Complete market research for best options
- Pilot the product/program
- Evaluate the product/program success
- Decide on next steps for the product/program

The Board has been instrumental in supporting this work, and we are excited to continue to bring new ways of experiencing the library to our community and patrons. The Board heard about one new opportunity that JCPL has been pursuing, the "Express Library" at the July 15, 2021 Board meeting. The Board had several questions about this concept, which we hope to address here. This is a self-service, staff-less library location supported by Bibliotheca's Open+ technology. This technology is currently in use at over 850 libraries in the U.S, Canada, and several European countries, and these systems have seen marked success expanding patron access using this software.

The Express Library would offer patrons a more holistic library experience than can be offered when using a lockers or a lending machine. Holds lockers allow 24/7 access to materials placed on hold, and the lending machine offers 24/7 access to a small portion of the library collection. These meet the needs of some patrons; however, the lockers and lending do not meet our patron's need for computer and internet access, or programming space.

The Express Library would give us an opportunity to increase access and provide flexible and convenient services to patrons at a lower operating cost than a staffed library location, and it would require less time to get an Express Library location up and running than a full service destination library. The Express Library would be a higher price point than hold lockers or the lending machine, but will also offer a more complete library experience and meet the needs of more residents.

Below is a table which compares the total costs for five years to provide for these three alternative services.

1 set of Hold Lockers	1 Lending Machine	Northwest Express Library
\$50,250.00	\$259,404.00	\$470,636.00

The Express Library would increase access to library resources, and could help us to meet the demand for resources in those areas of the county where population growth has outpaced our planned building expansions.

Technology:

Bibliotheca's Open+ software is integral to the implementation and success of the Express Library concept. It will allow us to centralize control so that we can safely allow access to the Express Library space, monitor patrons while they are in the space, and communicate with patrons via announcements. This technology includes an external panel that scans and authenticates a patron's library card to admit them into the building, a people counter that controls and logs the number of people entering and exiting the building, security cameras to monitor activity during open hours, and an integrated public address system to broadcast messages or alerts.

Location:

We have completed several months of market research, and have been working with a real estate agent to find possible spaces in the northwest area of the county where we are seeing increased population growth and demand for library services. The location of the proposed lease space is Arvada West Towne Center, 14455 West 64th Ave, Unit O. The traffic counts for Indiana Street are 21,850 and 28,222 for 64 Avenue. The population within a one-mile radius is 10,802, and the shopping center is currently over 90% occupied and well frequented by the community. The population growth rates in this area are predicted to exceed the county average over the next five years.

Safety & Security:

JCPL spoke with several library systems about their staff-less spaces, and we heard that there were very few incidents of concern. This safe use of staff-less space was attributed to the opt in nature of the service, the built in monitoring through the Open+ software, and the commonsense safety measures that libraries can take to help make these spaces secure. The safety and security in the Express Library would be addressed as follows:

- (a) Combination of controlled access and high-definition security cameras that are on during the times Express Library is open for use
- (b) Use of Open+ software with an integrated public address system for messages or alerts to patrons
- (c) Having ample lighting inside and outside, and windows that promote easy visibility from outside/inside
- (d) Express Library locations should be selected so that they are in well frequented areas with visibility and traffic from surrounding businesses
- (e) Express Library services are only available to people 18 and older who are in good standing (not banned or owing excessive fines)

- (f) Access is limited to patrons who register to use the Express Library
- (g) When someone signs up for Express Library, they receive a full orientation and training on the Code of Conduct and proper use of the service, including things like not allowing others to “piggyback” into the building with them and the fact that they will be on camera while using services
- (h) A landline phone will be provided in the Express Library for emergency use
- (i) Shelving, furniture and other spaces are arranged to maintain visibility throughout the facility

Costs for the Northwest Arvada Express Library

Start up costs for furnishing the library which will include all furniture, shelving, and equipment such as computers and cameras, total \$140,723. The approved 2021 budget for Alternatives Services is \$495,791. The costs for this project will come out of that budget.

Evaluation and Success Measures:

We know that this is an innovative service, and that it may take time for patrons to begin fully utilizing all of the services that we envision offering at the Express Library.

- Months 1-12: Based upon the feedback from other library systems and our own experiences introducing services to our community, we believe that we would see a slow build in the number of patrons using the service over the first twelve months. We would plan a robust evaluation at 12 months.
- Years 2-3: We would expect to see usage rates hit their normal around this time, which would help us to see whether our identified success measures for visits and circulations were in line with usage. We would gather feedback and monitor usage and implement changes, with a more robust evaluation occurring annually.
- Years 4-5: Continue monitoring usage and data, with a more robust evaluation occurring annually.

This evaluation would incorporate staff and patron feedback as well as usage data. Usage data points would include patron visits and circulation numbers. We are currently identifying our success points for the Express Library as somewhere between our visits and circulation numbers for Wheat Ridge and Conifer libraries, and our Holds Lockers/Lending offsite services.

Successful ROI for Express Library:

- Daily Visits: 65-100
- Daily Check Outs: 100-150

Attachments:

Attachment A: Map showing the relative locations of the Standley Lake Library, Arvada Library, Proposed Express Library, and Candelas Holds Locker

Attachment B: Proposed Express Library proximity to schools, residences and grocery stores

Attachment C: Demographics in 1 mile, 3 mile and 5 mile radius

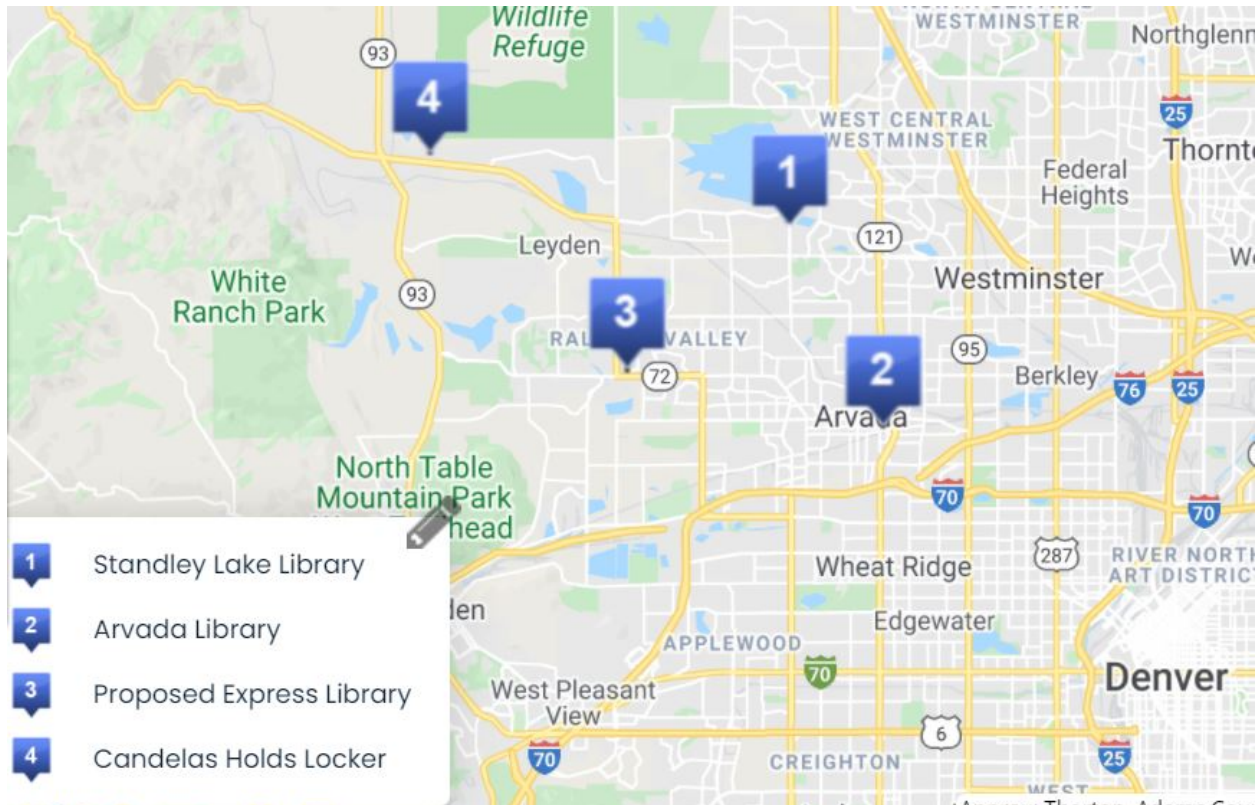
Attachment D: Image of the 1, 3, 5 mile radius

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Lakewood, CO 80215
303.235.5275

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Attachment A: Map showing the relative locations of the Standley Lake Library, Arvada Library, Proposed Express Library, and Candelas Holds Locker



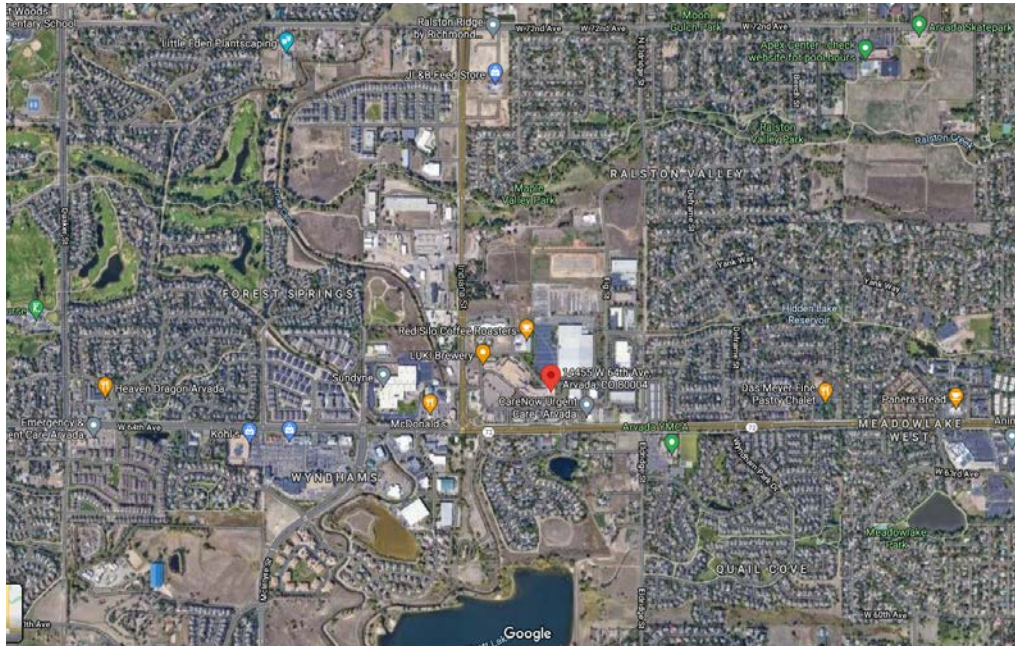
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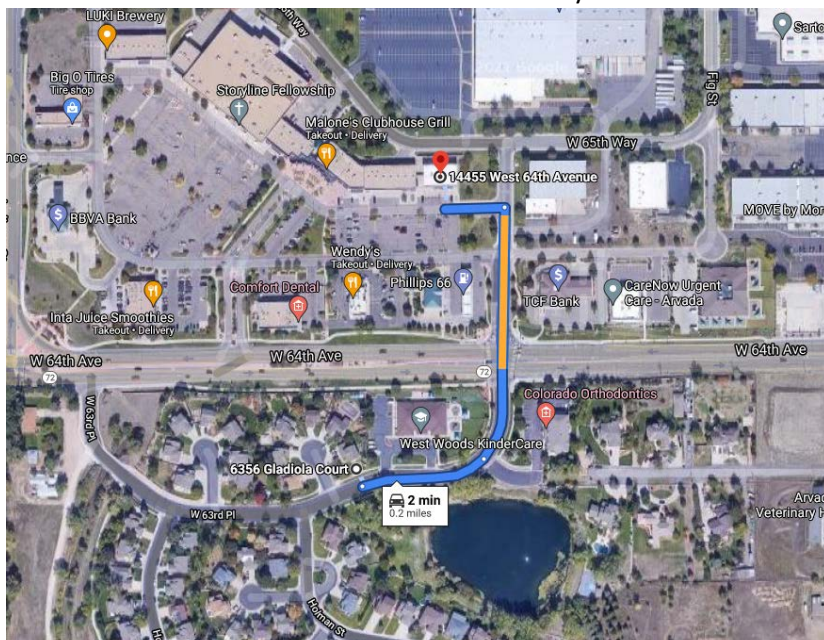


Attachment B: Proposed Express Library proximity to residences, schools and grocery stores

Residences: View of nearby residential areas surrounding proposed lease space.



Residences: Nearest residential is 0.2 miles away



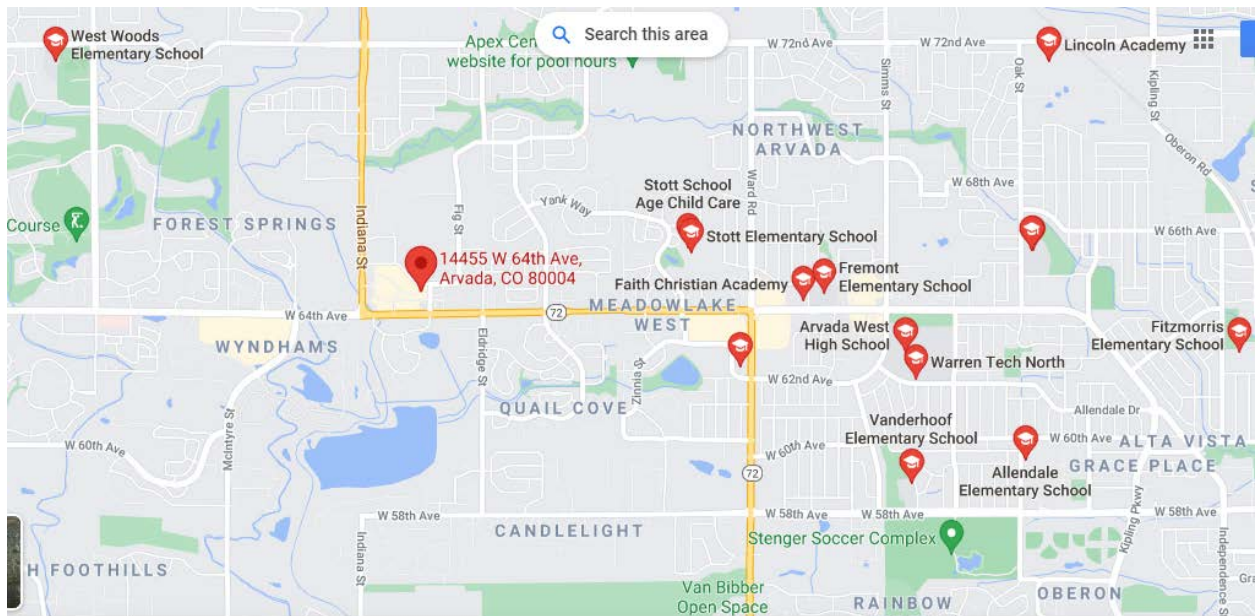
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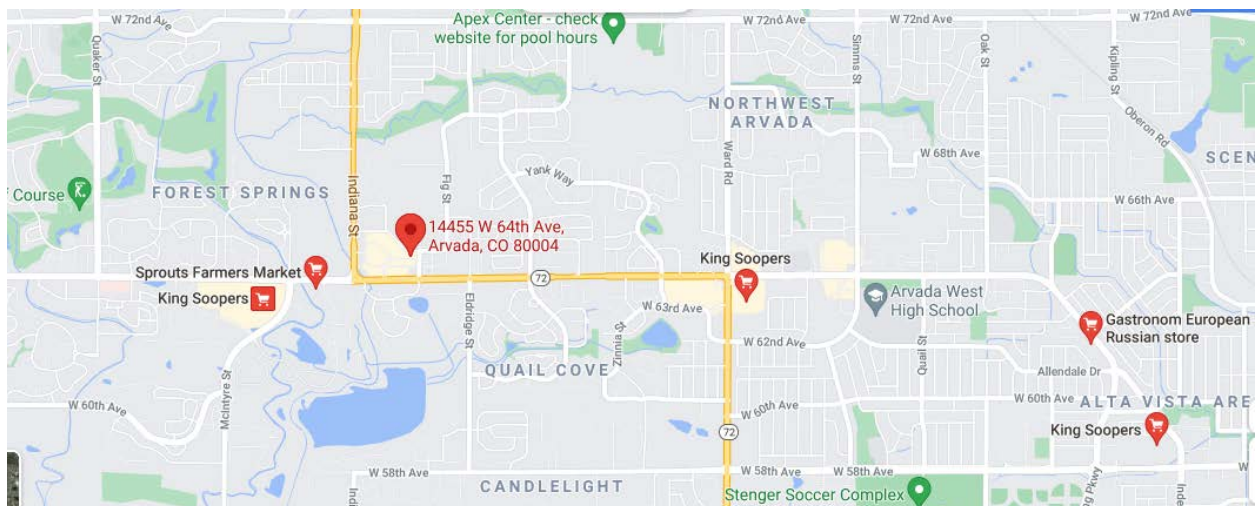


Attachment B (Cont): Proposed Express Library proximity to residences, schools and grocery stores

Schools: Nearest school is Stott Elementary School (1.5 miles, 5 minute drive)



Grocery Stores: Nearest grocery store is Sprouts Farmers Market (0.6 miles, approximately 3 minute drive)





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Attachment C: Demographics in 1 mile, 3 mile and 5 mile radius

Total Population: 2020 Census Estimates

1 mile: 10,318

3 mile: 64,928

5 mile: 155,292

Growth rate expected to be higher than the county overall:

County Total Population Percent Change 2021-2025: 3.7%

1 mile: 3.5%

3 mile: 7.5%

5 mile: 5.4%

Education level percentages: 2020 Census Estimates

1 mile: 42.2% No college degree; 3.2% Did not complete High School

3 mile: 45.3% No college degree; 4.4% Did not complete High School

5 mile: 49% No college degree; 5.4% Did not complete High School

Household income percentage below \$50,000: 2020 Census Estimates

1 mile: 11%

3 mile: 18.7%

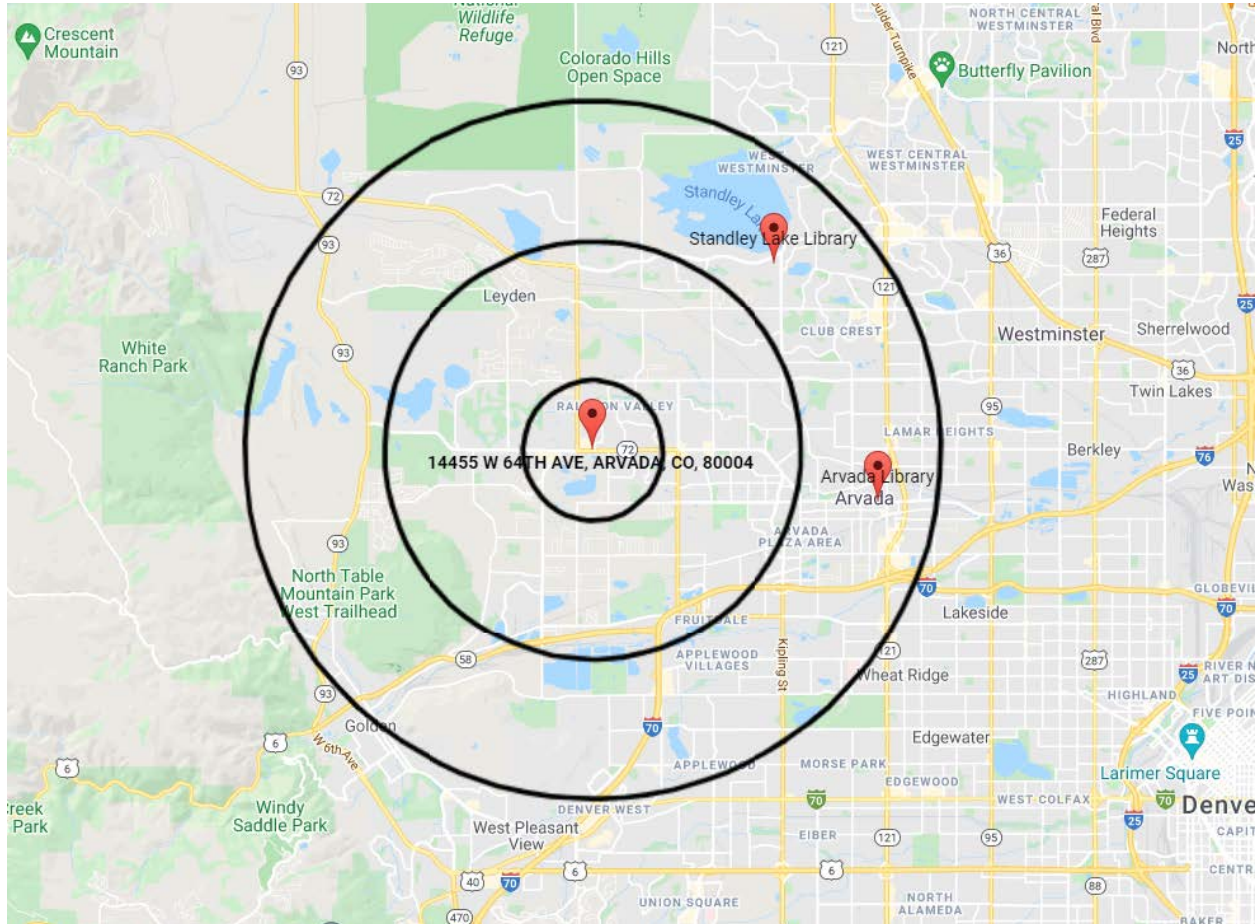
5 mile: 26.6%

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Attachment D: Image of the 1, 3, 5 mile radius



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TO: Donna Walker, Executive Director

FROM: Steve Chestnut, Director of Facilities & Construction

DATE: August 12, 2021

RE: Arvada West Town Center Lease Space, Express Library Service

Background:

One of the strategic priorities for JCPL is to reach more people. In seeking out opportunities to do that and to align with the offsite services recommended in the Facility Master Plan, JCPL has identified a 1584 sq. ft. space for lease in Arvada where we would like to pilot the concept of an unstaffed service point. The Board heard about this new pilot service at the July 2021 Board meeting. This pilot Express Library service would expand community access to library resources via staff-less spaces by pairing a physical space with Open+ software technology. We have completed several months of market research, and have been working with a real estate agent to find possible spaces in the northwest area of the county where we are seeing increased population growth and demand for library services. The location of the proposed lease space is Arvada West Towne Center, 14455 West 64th Ave, Unit O. The population within a one-mile radius is 10,802, and the shopping center is currently over 90% occupied and well frequented by the community. The population growth rates in this area are predicted to exceed the county average over the next five years.

We have helped design the tenant improvements included in the lease agreement and negotiated with the landlord to assist in the construction and development of the space to fit our needs. The landlord has committed to perform interior construction of walls, HVAC, plumbing, fire systems, and flooring work that we have valued at approximately \$50,000 should we perform that work with our vendors.

Cost:

The lease rate for the property is as follows:

<u>Lease Year</u>	<u>Rate/SF</u>	<u>Monthly Base Rent</u>	<u>Annual Base Rent</u>
1	\$21.00	\$2,772.00	\$33,264.00
2	\$21.63	\$2,855.16	\$34,261.92
3	\$22.28	\$2,940.96	\$35,291.52
4	\$22.95	\$3,029.40	\$36,352.80
5	\$23.64	\$3,120.48	\$37,445.76
Total Base Rent:			\$176,616.00

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There is a common area maintenance (CAM) fee estimated at \$10.35 per sq. ft. for the 1st year in addition to the base rate. Total costs with base rent and CAM would be \$4,138 per month for the first year.

Next Actions:

I would like to ask the Board to authorize the Executive Director to enter into a lease agreement with William Penn Apartments, LLC, and Courtyard on Vine Street, LLC, for a period of five years for the property located at 14455 W. 64th Ave Arvada, CO. **This item will be placed on the consent agenda for the August 19, 2021 Library Board meeting unless otherwise instructed by the Board.**

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TO: Donna Walker, Executive Director

FROM: Steve Chestnut, Director of Facilities and Construction

DATE: August 12, 2021

RE: South County Site Selection Criteria

History:

In February 2021 JCPL and HDR relaunched our community outreach efforts of the South County Library Expansion project. Over the past several months, Jefferson County Public Library has engaged in conversations with our staff, community and patrons with the aim of identifying what the community wants to see in their new library. We have conducted community meetings, sought out patron input via surveys, and engaged with community leaders through stakeholder interviews.

Recommendations:

After reviewing all of these inputs, we have developed a list of criteria that we believe will help guide the search for our new South County Library property. We believe that the community's stated preference for a comfortable, convenient, and welcoming space will be met with these criteria. Once consensus is reached with library leadership, we will communicate these broad criteria to the public. Our realtor has a more detailed list based on these four criteria.

SIZE

An existing building for adaptive reuse with space to support outdoor learning environments, technology and innovation needs, indoor programs, and with sufficient parking to support larger events and programs.

- Building size would be approximately 40,000 sq. ft.
- 5 acre minimum total lot size (Columbine is 4.5 and Belmar is 5 for comparison)

LOCATION

The location and design of the existing structure should provide for easy access and promote accessibility for all. It should be inclusive and safe, be accessible to walking and cycling routes, and ideally be located near public transportation routes. Location should have high visibility from through ways.

- Grading and environment suitable for outdoor activities.
- Sites with steep grades and drop off areas should be avoided
- Potential for co-location and/or partnering with outside entity(s)

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SUSTAINABILITY AND STEWARDSHIP

We desire an existing building where we can promote an outdoor connection. The site should be a good value. A preferred site offers a design that could take advantage of renewable or energy efficient systems and that fosters environmental stewardship or has potential to allow for it.

- Building design should not require extensive investment to renovate.
- Cost per sq. ft. purchase price should be consistent with similar properties in the market area.

CONVENIENCE

Convenience of the site includes it being on destination routes, how patrons will access the space, and its ability to provide intuitive wayfinding from the exterior.



Jefferson County
PUBLIC LIBRARY

2021 MID-YEAR REPORT



Top, left to right: Holds Lockers expand access to Library resources; South County Library community engagement efforts; Isabel Allende author event draws thousands of attendees; Outdoor story times draw socially distanced crowds.

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Jefferson County
PUBLIC LIBRARY

To: Library Board of Trustees

From: Donna Walker, executive director

Re: 2021 Mid-Year Report

Date: August 3, 2021

2021 Jefferson County Public Library Mid-Year Report

Reviewing progress made and work completed by the Jefferson County Public Library (JCPL) team from January 1 through June 30, 2021 has been a valuable reminder of what we have accomplished during challenging times. This report captures the highlights for our 2021 Strategic Projects as well as our success benchmark measures.

The numbers don't, however, tell the full story. That is why we've added narrative throughout the document to note the many ways the Library helps build an educated and vibrant community by providing equal access to information and opportunities. As one patron said:

"I was amazed at the depth of the reach and resources available to me through the Jefferson County Library System, both locally and online... Our Library system is truly a gem and I will be using it even more now that I know some of the possibilities."

Our Library team is the heart and soul of JCPL, and when asked to pick which accomplishments they take the most pride in, managers cited the Library's quick and meaningful response to COVID-19, technology and service innovations, the care shown for their safety, and the extraordinary efforts made to provide access to vaccinations.

Strategic Planning

We presented an update for the second year of the 2020- 2025 strategic plan to the Library Board of Trustees during the January and April Study Sessions to get input and provide clarity on:

- Planning process and prioritization
- Strategic framework - ends statements, strategic priorities and 2021 strategic projects and revised initiatives
- Success measures and targets

The update to the five-year plan was well received, and trustees made particular note of the scale and scope of the top three strategic projects as well as potential challenges ahead.

Strategic Adjustments

The Library's response to COVID-19 and the team's commitment to serving patrons in a safe, timely and effective manner was demonstrated again in the first half of 2021 in a variety of ways, including expanded offsite services, virtual programming, in-person services, among others.

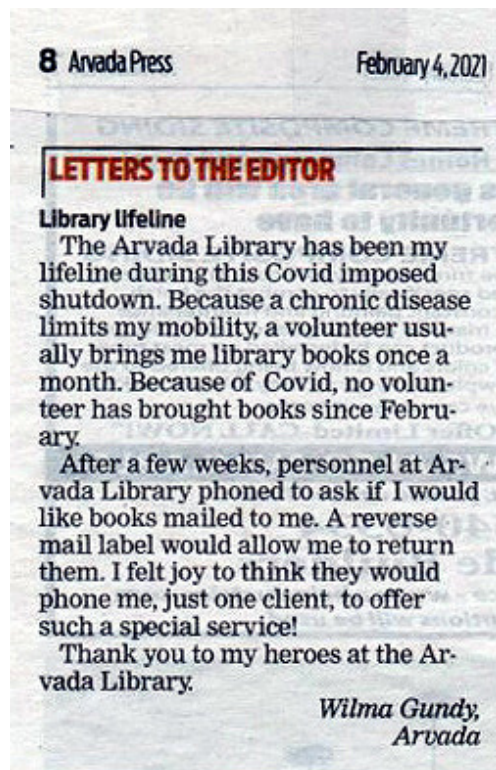
In addition to the Library making progress toward the 2021 strategic projects brought forward early in the year, two new high priority projects were introduced later this spring: Accelerating the Facility Master Plan and Hybrid Public Meetings. The progress we have made with these two new projects is also captured in the chart below.

2021 Strategic Projects				
	Project Name	Priority	Status	Highlights
1	COVID-19 Service & Staffing Response	High	In Progress	<ul style="list-style-type: none">✓ Increased in-person service✓ Increased onsite staffing✓ Streamlined curbside services✓ Tested and modified technology solutions✓ Installed Holds Lockers at Columbine Library✓ Held multiple all staff town halls and briefings
2	South County Expansion	High	In Progress	<ul style="list-style-type: none">✓ Restarted project✓ Created and implemented stakeholder engagement matrix and outreach strategy✓ Held four online community meetings in English and Spanish✓ Offered an online survey that garnered over 1200 responses✓ Completed a community output report✓ Launched a project web page✓ Drafted the Program of Service✓ Published the architect RFP
3	Philanthropy Development	High	In Progress	<ul style="list-style-type: none">✓ Shared consultant findings with the Board✓ Clarified Board membership✓ Amended and extended MOU with JCLF✓ Drafted book sales vendor agreement✓ Investigated vendors for peer Library comparison✓ Created JCPL role for fundraising development

4	Accelerating Facility Master Plan	High	In Progress	<ul style="list-style-type: none"> ✓ Developed project plan ✓ Adjusted & approved 2022 budget and five-year capital improvement plan ✓ Gathered input from other libraries ✓ Drafted scope of work for updating the Facility Master Plan
5	Hybrid Public Meetings	High	In Progress	<ul style="list-style-type: none"> ✓ Connected with County ✓ Researched technology options ✓ Researched governance impacts ✓ Determined existing technology capabilities ✓ Drafted technical requirements ✓ Identified potential vendors
6	Emerging Technology Integration	Medium	In Progress	<ul style="list-style-type: none"> ✓ Deployed Workday system-wide ✓ Deployed Microsoft Teams system-wide ✓ Migrated patron database platform to hosted environment ✓ Installed and configured primary network storage ✓ Adopted Mfiles document management across multiple divisions ✓ Filled a new position: Creative Tech Coordinator ✓ Created Jeffco Workforce laptop lending program
7	Project Management Implementation	Medium	In Progress	<ul style="list-style-type: none"> ✓ Created new project management (PM) process ✓ Piloted process for South County Expansion ✓ Used select PM tools for other strategic projects ✓ Trained Library leadership on PM process
8	Offsite Service Expansion	Medium	In Progress	<ul style="list-style-type: none"> ✓ Installed Holds Lockers and Return Bins at Mountain Resource Center ✓ Confirmed Candelas as community partner for Holds Lockers ✓ Developed NW Arvada as Express Library concept location ✓ New Bookmobile construction on schedule
9	Customer Service and Core Service	Medium	In Progress	<ul style="list-style-type: none"> ✓ Integrated Core Services master plans to align with strategic plan

	Development and Implementation			<ul style="list-style-type: none"> ✓ Created an integrated approach to digital literacy with deployment of community hotspots and expanded online resources
10	Literacy Services Expansion	Medium	In Progress	<ul style="list-style-type: none"> ✓ Expanded early literacy programs to virtual and in-person ✓ Hosted successful Isabel Allende author event that attracted more than 2,800 people ✓ Hosted successful Library Summer Challenge program with more than 28,000 registrants ✓ Created collaboration for Communities that Care (CTC) Teen Internship ✓ Contracted with the Family Leadership Training Institute to offer a leadership program for teens and adults
11	Engagement Plan Development & Execution	Low	On Hold	<ul style="list-style-type: none"> ✓ Completed initial charter development ✓ Moved project to lower priority due to staff vacancy
12	Organizational Staffing Assessment	Low	On Hold	<ul style="list-style-type: none"> ✓ Gathered documents for future action ✓ Moved project to lower priority due to staff vacancy
13	Diversity, Equity & Inclusion Strategy Development	Low	On Hold	<ul style="list-style-type: none"> ✓ Completed Initial charter development ✓ Collaborated with the county on the Justice Equity Diversity and Inclusion (JEDI) team ✓ Initiated JEDI at JCPL ✓ Moved project to lower priority due to staff vacancy
14	Partnership Visioning	Low	On Hold	<ul style="list-style-type: none"> ✓ Moved project to lower priority due to staff vacancy

Patrons appreciated the fast and effective JCPL response to COVID-19 and the expanded services we offered:



"...From the start, this Library system communicated thoroughly, proactively and with the utmost care to make sure its patrons were well aware of what was happening within the Libraries, and what to expect with the ups and downs of changes with varying COVID-19 restrictions... It's not been easy to stay ahead, much less keep up with it all while striving to maintain some sense of 'libraryness' [sic]. And I think you've done an amazing job."... I just feel like you always have "us" foremost in your minds...almost like a 'whatever it takes' attitude. I am grateful for what you have been able to offer in this limited time we are in. The Library is more than an asset in the community. It's another home."

The Isabel Allende event was a success for JCPL in many ways and set the stage for similar events in the future. We had close to 3,000 people register for the event and received rave reviews from those who were able to attend.

Examples:

- "Thank you for including and validating Hispanic voices. I am inspired by these strong women and their stories...."*
- "[I] Loved that I could attend at home and on my timeline. I planned to attend live but couldn't. I have a chronic medical condition and being able to "attend" programs again is adding so much more joy to my life than even before the pandemic. In the before times I would have just had to skip it all together. Thank you! Sincerely and truly."*

The team's ability to respond quickly and effectively during the tragic shooting in Arvada and the work our Library team did to engage our youngest Library patrons is illustrated beautifully in this staff email:

"...When we were in lockdown during the shooting, we gave out Pop-Tarts (it was all we had to offer)... Most of the children present were so occupied with having their pretend Pop-Tart picnic and impromptu story time that they had no idea what awful things were happening outside. Even the grownups seemed a bit eased as we gave them each a pack of the famously familiar Pop-Tart. It sounds a bit silly but, this small offering meant the world to us and I know it did to the people sheltering with us too!"

Library Benchmark Excellence and Operational Measures

JCPL measures the ways in which strategic priorities and initiatives meet the high-level, organizational goals set by the Board of Trustees. One of the ways we use public library benchmarking and public library outcome measures is to determine how JCPL compares with peer libraries. We also use these benchmarks to determine how we are meeting the Board's stated ends to provide equity of access, maximize value, create place and provide leading-edge services.

Looking at the numbers, 2021 Mid-Year Benchmark scores continue to be affected by COVID-19. JCPL's measures reflect the continued emphasis on safety, adaptability and resourcefulness while also reflecting our values of innovation, accountability and excellence.

The following mid-year evaluation compares the halfway point of our 2021 Library operations with the previous year. While we measure the same time frame, January through June, the scenarios under which JCPL operated during these two years were very different. For example, 2020 started with almost one full quarter of regular operations (Q1) and commenced with a second quarter (Q2) in which all Library buildings were closed to the public due to COVID-19. In comparison, in 2021 we had two full quarters (Q1-Q2) of continuous operations with all Library buildings open to the public but with significantly reduced capacities and hours.

2021 Mid-Year Success Measures

Library Benchmark Measures				
Mid-Year Report	Mid-Year 2020	Mid-Year 2021	Change Mid-Year 2020-2021	% Change Mid-Year 2020-2021
Active households	110,604	107,828	(2,776)	-3%
Active households (in % of total Jeffco household)	47%	43%	-3%	-7%
Active cardholders	156,504	149,742	(6,762)	-4%
Net Promoter Score	83.9	82.6	(1.3)	-2%
Program attendance	49,258	10,972	(38,286)	-78%
Recorded views (Jan-Jun Weekly Views)	12,658	3,996	(8,662)	-68%
Total collection use	4,138,277	4,957,302	819,025	20%
Physical circulation	2,463,585	3,381,429	917,844	37%
Digital circulation	884,071	902,936	18,865	2%
Database use	790,621	672,937	(117,684)	-15%
Visits	482,318	509,917	27,599	6%
Curbside patrons served*	23,608	45,437	21,829	92%

Curbside services were available 2 months (May-June) in 2020 vs. 6 months in 2021 (Jan-June)

- ✓ Total collection use increased 20% mid-year from 2020 to 2021, which we attribute to easier access to physical materials as we increased hours and expanded capacity.
- ✓ Digital circulation increased 2% after a significant jump in 2020.
- ✓ Database use decreased by 15%. We saw a significant decline in databases used regularly by schools.
- ✓ Program attendance decrease (-78%) is due to COVID restrictions for in-person programing.
- ✓ Program attendance decrease for recorded views (-68%) we attribute to screen fatigue, based on patron feedback.
- ✓ Visits to the Library increased by 6%, which we attribute to increased hours and expanded capacity.



Conclusion

Our mission, vision, values, ends statements and strategic priorities have served us well during these uncertain times. They continue to guide us as we serve the public and respond to the COVID-19 pandemic. The programs and services we launched and provided have served our patrons well as noted above, and as one patron articulates here:

“The Library is usually my happy place, and is even more so during the pandemic. Thank you, thank you, thank you!”