

**BOULDER PUBLIC LIBRARY DISTRICT**  
**Special Meeting**  
**Tuesday, May 23.2023**  
**Canyon Meeting Room**  
**Boulder Public Library**  
**1001 Arapahoe Avenue,**  
**Boulder, Colorado**  
**6:00 P.M.**

A light dinner will be available from ~5:15 pm in the Canyon Meeting Room.

**AGENDA**

1. Call to Order
2. Declaration of Quorum
3. Engagement of Library Director (action item)

*The Board of Trustees may enter executive session pursuant to C.R.S. 24-6-402 (4) (b) for the purpose of receiving legal advice on specific questions regarding contracting with an executive director and Section (e) (I) to determine positions relative to matters that may be subject to negotiations, developing strategy for negotiations and instructing negotiators with regarding to an executive director contract.*

4. Review & adoption of proposed timeline (Presentation by David Farnan)
5. Outline proposed subcommittee approach (David Farnan)
  - IGA
  - Facilities
  - Staffing
  - Budget & Finance
  - Bylaws & Governance
  - Communication
6. Overview of IGA matters (Kim Seter & Joni Teter)

*The Board of Trustees may enter executive session pursuant to C.R.S. 24-6-402 (4) (b) for the purpose of receiving legal advice on specific questions; and, subsection (e) (I) to determine positions relative to matters that may be subject to negotiations, developing strategy for negotiations and instructing negotiators with regard to the proposed intergovernmental agreement with the City of Boulder and Boulder County.*

7. Trustee Matters
8. Adjournment

## AGENDA ITEM 3.

### LIBRARY DIRECTOR

Attorney Comments:

A. Sample Contract. We have attached a sample executive director contract. We can create one for the new executive director but will need to obtain all the necessary terms.

B. Statutory Notice Requirement. CRS 24-6-402 (3.5) requires a committee to establish search criteria and declare one or more finalists for the position before making a contract offer. A recent court case determined that the finalist(s) must be “made public” no less than 14 days prior to appointment, even if there is only one finalist. Accordingly, we will have to schedule the appointment of an executive director for a meeting in early June.

C. Executive Session. This should be discussed in executive session and we should determine whether David Farnan is agreeable to having his name “made public” as the finalist before moving forward.

*Suggested Motion:*

*I move the Board of Trustees enter in to executive session pursuant to C.R.S. 24-6-402 (4) (b) for the purpose of receiving legal advice on specific questions regarding contracting with an executive director and Section (e) (1) to determine positions relative to matters that may be subject to negotiations, developing strategy for negotiations and instructing negotiators regarding an executive director contract.*

D. If D Farnan is agreeable, the following motion could be made in open session.

*I move the Board of Trustees direct counsel to make public the name of David Farnan as the Board’s finalist for the District’s executive director position pursuant to CRS 24-6-402 (3.5) and further direct counsel to prepare a draft executive director contract for Board approval prior to making an offer to Mr. Farnan.*

## EXECUTIVE DIRECTOR CONTRACT

This Executive Director Contract (“**Contract**”) is entered into this \_\_\_\_ day of December, 2021 by and between the Library District (“**Library District**”) by its Board of Trustees (the “**Board**”), and .

### WITNESSETH

**WHEREAS**, the Board desires to employ as Executive Director of the Library District pursuant to the powers delegated to it in the Colorado Revised Statutes, Section 24-90-109(c), as amended; and

**WHEREAS**, desires to serve as Executive Director of the Library District;

**NOW THEREFORE**, the parties have entered into this Executive Director Contract.

**Employment.** The Board hereby employs , and agrees to accept employment, as Executive Director (“**Executive Director**”) of the Library District. shall devote full time and energy, and shall use his best efforts to promote the interests of the Library District and to perform the duties described in this Contract. However, nothing herein shall prevent from being employed outside the Library District so long as:

a. Such outside employment does not interfere with devoting his time and energy to use his best efforts to promote the interests of the Library District and to perform the duties enumerated in this Contract;

b. Such outside employment does not conflict in any way with the performance of his duties as the Executive Director;

c. The President of the Board is kept apprised of all such outside employment.

**Term.** This Contract is for a one-year term commencing January 1, 2022, and ending December 31, 2022. Unless otherwise terminated, the Contract will automatically renew on January 1 each year for successive periods of one (1) year each, subject, however, to annual appropriation by the Board of Trustees and potential adjustment of salary and other matters to be agreed upon before December 15<sup>th</sup> of each year. understands and agrees that he serves at the will and pleasure of the Board.

**Duties.** shall lead and direct a program of library services for the residents of the Library District under the direction and review of the Board. duties under this Contract include:

a. **Leadership:** To be a public presence for the Library District and a partner in community projects, inspiring community support through active involvement in community organizations and activities;

b. **Planning:** To lead a district-wide planning process to establish the mission, goals, and objectives of the Library District;

c. Policy Development: To assist the Board in developing policies that pertain to all aspects of Library District operations to promote exemplary service to the public;

d. Policy Implementation: To implement policies adopted by the Board with fairness and consistency;

e. Program Development: To direct the development and implementation of a variety of contemporary services that meet the diverse needs of public audiences in a friendly and helpful setting;

f. Collection Development: To grow and make easily accessible a first-class collection of print and non-print media that encompasses the ethnic and cultural diversity of the communities served by the Library District and that represents a wide variety of viewpoints;

g. Staffing: To build an organizational culture of service and commitment through selection and development of staff;

h. Employment Recommendations: To recommend individuals for employment by the Board consistent with the policy, staffing, and development needs of the Library District;

i. Finance: To formulate and administer an annual budget, implement investment strategies, and be accountable to taxpayers through regular reports to the Board and the public;

j. Communications and Marketing: To learn the service needs of the public and to provide frequent and on-going information to the public and staff regarding Library District services and operations;

k. Facilities: To maintain attractive, safe, comfortable, and convenient buildings and vehicles to serve the public;

l. Technology: To provide up to date technical software, equipment, training, and support for the public and the staff;

m. Foundation and Fundraising: To serve as the President of the Foundation Board and be the Library District's principal fundraiser;

n. Professional Involvement: To engage the Library District in cooperative activities with other libraries, participate in activities of the State Library, and assume leadership roles in state, regional, and national library organizations;

o. Legislative Involvement: To inform the Board of opportunities to actively engage in advocacy for libraries at all levels of government- local, county, state, and federal;

p. Board Meetings and Reports: To prepare the agenda for each Board meeting, present a monthly report of library activities to the Board, and submit an annual report to the State Library and appropriate local governments;

q. Other: To be responsible for any other reasonable acts or duties, consistent with the foregoing, as may be prescribed by the Board or are necessary for the orderly and efficient management and control of the Library District.

Compensation. annual compensation for his services under this Contract shall be the amount determined by the Board and set forth on Schedule A to this Contract. The compensation shall be effective January 1, 2022, and shall be payable in bi-weekly installments every other Friday, in accordance with the Library District's typical pay periods. compensation may be adjusted by the Board, by revision to Schedule A or otherwise. and the Board recognize that the Board may from time to time review the compensation to be paid under this Contract and may increase or decrease said compensation to such amount as the Board may deem proper. Upon the request of the Board, shall participate in performance and compensation reviews with the Board or any subcommittee designated for this task.

Vacation, Sick Leave, and Holidays. In recognition that employment with the Library District existed prior to assuming the role of Executive Director, shall be entitled to paid vacation leave based on his original date of hire as provided in Library District personnel policies, as amended from time to time. shall be entitled to all of the same sick leave and holidays available to all full-time salaried employees of the Library District.

Insurance Coverage and Retirement Benefits. shall be included in the life and health insurance coverage and retirement benefits available to all full-time salaried employees of the Library District.

Reimbursements. shall be reimbursed by the Library District for the following employment-related expenses upon submission of Library District reimbursement forms and related documentation:

- a. Conference attendance for professional organizations, to a maximum per year as set forth in the Library District budget.
- b. Registration fees, lodging, and meals for seminar or meeting attendance to a maximum per year as set forth in the Library District budget.
- c. Business meals, to a maximum per year as set forth in the Library District budget.
- d. In lieu of mileage reimbursements, shall receive a car allowance of \$200 per month for the term of this contract. In the event of early termination as provided in this Agreement and upon receipt by either Party of notice of termination, any and all car allowance payments shall cease. The car allowance shall not be included as a benefit payable to as part of the severance package for termination as described herein.

Termination.

- a. Termination Without Cause. This Contract may be terminated by either party for any or no reason upon not less than forty-five (45) days written notice. If the Board is the

party terminating this Contract, shall be entitled to a severance payment consisting of twelve (12) weeks of salary and benefits.

This severance payment shall be in addition to payment for accumulated Paid Time Off, if any, as provided in the District's Personnel Manual for full-time, salaried employees.

**b.** Termination for Cause. This Contract may be terminated by either party for cause at any time. In the event of termination for cause, which shall be determined in the Board's sole discretion, will be paid accumulated Paid Time Off, if any, as provided in the Personnel Manual for full-time salaried employees. will not receive a severance package if termination is for cause. The Board shall provide with a written explanation as to what constitutes the cause immediately upon termination.

**i.** "Cause" for purposes of this Agreement may be defined as: (i) fraud, misappropriation or embezzlement of District funds or property; (ii) intentional breach of the provisions of this agreement; (iii) repeated willful failure to perform services hereunder; and/or (iv) incapacity; and, (v) articulated reasons deemed appropriate by a majority vote of the Board.

## **2. Miscellaneous.**

**a.** Contract Employee: The Executive Director position is a contract position, is governed entirely by this Contract and is not subject to Library District Personnel Policies except as specifically provided herein.

**b.** Governing Law: This Contract shall be governed by the laws of the State of Colorado.

**c.** Acknowledgement of Public Record: acknowledges and agrees by his signature below that the amount of salary and benefits paid pursuant to this Contract are a matter of public record, which may be disclosed by the Library District and Board.

**d.** No Waiver of Right to Enforce: The failure of either party hereto to enforce any of the provisions of this Contract shall not be construed as a waiver of such provisions or terms, nor shall the right of that party thereafter to enforce such terms or provisions be impaired.

**e.** Delegation of Duties: may delegate or assign the duties and obligations set forth in this Contract to the extent authorized by the Board, but no such delegation or assignment shall relieve of the responsibility for the delegated obligation or duty.

**f.** Entire Agreement: This Contract constitutes the entire agreement between the parties hereto, and there are no agreements or understandings relating to the subject matter hereof which are not fully set forth within this Contract. All prior discussions concerning the subject matter hereof are merged herein and superseded hereby. No modification, amendment, or revision of this Contract shall have any force or effect unless set forth in writing and executed by both parties hereto.

**g.** Notice: All notices required or permitted under this Contract shall be in writing and shall be deemed given when personally served or when deposited in the United States

mail, postage prepaid, certified or registered, with return receipt requested, to the following addresses:

shall update this contact information with the Library District in the event of any change.

**[THIS AREA INTENTIONALLY LEFT BLANK]**

**SCHEDULE A**  
**EXECUTIVE DIRECTOR COMPENSATION**

1. The Library District agrees to pay an annual salary of one-hundred sixty-eight thousand and five hundred (**\$168,500**) dollars. The salary shall be in effect from January 1, 2022, unless this Schedule A is revised by the Library District or until employment is otherwise terminated pursuant to the Contract.

## **AGENDA ITEM 4.**

### **Proposed Timeline**

The following proposed timeline is presented for discussion and planning purposes.

**BPLD Advance Agenda Planning  
5/18/2023**

**5/23/2023 (2 hours, 6-8 pm)**

Approve resolution to hire library director (exec session)

Review & adopt proposed timeline (David)

Overview of IGA matters (Kim & Joni)

Outline proposed subcommittee approach (David)

- \* IGA
- \* Facilities
- \* Staffing
- \* Budget & Finance
- \* Bylaws & Governance
- \* Communication

**5/30/2023 (3 hours, 6-9 pm)**

Adopt financial policy to support hiring consultants and contractors

Approve director issuance of RFPs for consultants

Overview of library budget 2024-2027 & and interplay with BPL Master Plan 2018-2028

**6/6/2023 (3 hours, 6-9 pm)**

Insurance matters

Establish subcommittee job descriptions & associated procedures vis-a-vis full board ((overlaps with district governance)

Adopt policy and procedures to include non-trustees on subcommittees

Trustee subcommittee assignments

**6/13/2023 (3 hours, 6-9 pm?)**

Board approve hiring of financial consultant

Adopt setup of district financial and administrative structure (legal requirements?)

Review and adopt bylaws

Review and adopt Trustee handbook (based on BPL Commission handbook)

Adopt contract with city governing BPL employees work on transition matters (tentative)

**6/20/2023 (2 hours, 6-8 pm)**

CO State library Trustee orientation

**6/27/2023 (4 hours, 4-8 or 5-9 pm)**

Hold for subcommittee meetings (1 hour slot per subcommittee)

**No meeting July 4th week**

**07/11/2023 (2 hours, 6-8pm)**

Approve consultants for HR & IT

Timeline for build out of HR and IT systems

**07/18/2023 (2 hours, 6-8 pm)**

Presentation by BPL staff of 2018-2028 BPL Master Plan

**Late July:**

Executive session to develop IGA negotiation strategy

Begin IGA negotiations

Develop communication systems (Benita: date TBD)

**August**

Adopt existing 2018-2028 BPL Master Plan

IGA negotiations: report on progress at Board meetings

Develop HR systems (subcommittee)

**September**

IGA negotiations: report on progress at Board meetings

Draft IGA complete

Board review of staff feedback on employment & benefits package

**October**

Budget presentation, Board adopt 2024 budget

Board approve staffing and employment package for 2024

Board approve interim or full staff/buildings and "stuff" in IGA

Finalize IGA

City Council approval of City IGA

BOCC approval of County IGA

**November**

Strategic planning study session/presentation

## **AGENDA ITEM 6.**

### **IGA SAMPLE AND OVERVIEW**

This discussion is appropriate for executive session.

Proposed Motion:

*I move the Board of Trustees enter in to executive session pursuant to C.R.S. 24-6-402 (4) (b) for the purpose of receiving legal advice on specific questions; and, subsection (e) (1) to determine positions relative to matters that may be subject to negotiations, developing strategy for negotiations and instructing negotiators with regard to the proposed intergovernmental agreement with the City of Boulder and Boulder County.*

## Example Library District IGA with Explanatory Summaries

In January, 2021, at the request of Council members, the Boulder Library Champions (BLC) provided a “plain English” document summarizing principal matters to be included and addressed in the IGA. This document is an updated version of the 1/26/21 submittal, with changes made to reflect developments since that time. Staff provided Council with a sample IGA in February 2022, and this document follows the organization of this staff sample IGA.

A lot of the language in IGA is legalese required by statute or other law. This document ignores legalese and focuses on substantive provisions.

This document also contains recommendations from BLC (made in the original document) and from the Library District Advisory Committee (LDAC) made in January 2022. LDAC also recommended that the District join the Boulder Valley Comprehensive Plan in a manner similar to CU and the BVSD, and adopt a specified list of BVCP policies relevant to provision of library services and the library’s role in the community. That list is not summarized in this document except where a policy touches on a specific substantive area (e.g. employment). Some proposals made by staff in the May 32021 sample IGA are also noted in this document.

Note that Council did not review or discuss most of these recommendations in any detail. Where Council members expressed a preference in its March/April, 2022 study sessions, those preferences are noted.

### Recitals

Identifies the mill levy, the District’s legal boundaries and the method of establishment. The mill levy and district boundaries were established in the petition and ballot measure passed by voters in November, 2022.

Identifies the initial board of Library District Trustees (7 members) and notes the date of the first meeting of the District board. The initial Board Trustees was appointed by a subcommittee composed of two Councilors and two Commissioners who accepted and reviewed nominations, with Trustee appointments ratified by both bodies. Once appointed, Trustees are parties to IGA negotiations, representing the interests of the Library District.

Establishes the date that management and operation of the library will be transferred from the City to the District.

### Article 1: Obligations and Responsibilities of the Library District

Addresses the city’s continued operation of the library during the transition year, and reimbursement by the District for these operational expenses.

Addresses reimbursement to the County for election costs (some or all costs).

Provides for establishment of emergency reserves by the District.

Provides for an annual report to the City, the County and the public to be submitted in March of each year. By statute, “the contents of the Annual Report shall include, but not be limited to, the current state of the library system, goals and projections for the coming year, a summary of the current adopted budget, status of reserve accounts, and such other statistics and information as the Board of Trustees deems to be of public interest.”

Provides for an annual meeting between the City Council and the Board of Trustees to discuss matters of mutual interest for the first five years following adoption of the IGA. Thereafter, the bodies can renew this requirement in 3 year increments if desired.

## **Article II: Obligations and Responsibilities of the City**

### *(Support services, public library fund and ongoing Trustee appointments)*

Specifies administrative support services (including IT) that the City will provide to the District during the transition year, specifying costs for each service, timelines for beginning and ending such services, and addresses applicability of City policies and procedures to the District's administrative operations.

Establishes a statutorily required Public Library Fund into which revenues from property tax and library donations are deposited. Expenditures are statutorily limited to library purposes and require approval of the Trustees.

BLC, LDAC and Staff have recommended that monetary assets held by the City in the existing Library Fund, and any other funds that have been collected specifically for the library by the time the District is funded (e.g. Development Excise Tax and Impact fees, proceeds from the sale of the Blystat-Laesar House, and direct contributions from the Library Fund to Facilities Renovation and Replacement (FRR)) would be transferred to the Library District's Public Library Fund.

The 5/18/21 Sample IGA developed by staff proposes that the city continue to collect its Capital Facility Impact Fee until the new North Boulder Branch is constructed and paid for by the city.

Establishes the procedure by which Library District Trustees will be appointed on an ongoing basis.

Common practice is to delegate responsibility for ongoing appointments to the Board of Trustees, subject to ratification by City Council and the County Commissioners. LDAC and staff recommended this approach. However, there was considerable uneasiness in the community over what was (incorrectly) characterized as a "self-perpetuating board" and a majority of Council members indicated a preference to continue with the initial appointment process using 2 Councilors and 2 Commissioners to interview and select Trustees. A hybrid model could involve Trustees recruiting and vetting candidates, then forwarding a list of candidates to the appointing bodies for selection.

## **Article III: Employment and Personnel**

This section addresses transition of library employees to the library district. By law, retirement benefits (PERA) stay with employees, while the liabilities associated with paying pensions would shift to the library district.

BLC recommended that library employees retain their current jobs, salaries & benefits, and that the district commit to continue to pay a living wage. LDAC made a similar recommendation, specifically recommending that the District be subject to Boulder Valley Comprehensive Plan section 5.19 Diverse Workforce, Education & Training.

Some library staff are members of the Boulder Municipal Employees Association (BMEA), and some city benefits are provided to employees through the BMEA contract. The city has determined that District employees will not be eligible to continue as BMEA

members. The staff survey developed by the BPL leadership team should shed more light on this issue of union membership/benefits.

## **Article IV: Real Property**

### ***(Transfer of buildings and land)***

In the Library Commission's extensive review of Colorado library districts, we learned that deed transfer or a very long lease (typically 99 years), for a token price (\$1/year) was the approach taken by almost all communities for library buildings.

BLC, LDAC and staff recommended transfer of ownership for library buildings and most lands. However, transferring ownership was a contentious issue for some community members, and a majority of Council expressed desire to retain ownership and lease library facilities to the district for nominal fee. (Note that the City's longest lease term is 20 years, by charter.)

The BPL system includes the following library facilities.

#### **Carnegie Library for Local History Building**

The Carnegie Library for Local History is an historic 4,000 sq. ft. facility located at 1125 Pine St. in central Boulder. The site is 5,588 sq. ft., and includes two parking spaces on the alley.

Carnegie is an archival library housing a collection of local historic materials. Carnegie was constructed in 1907 with funds donated by Andrew Carnegie. It was renovated in 1980-1984 with funding obtained through community donations and grants. Today, Carnegie has structural deficiencies, a failing boiler, and needs exterior masonry repairs and interior renovation and maintenance. The roof was replaced in 2006. Carnegie's space capacity has been exceeded, and there is need for modern archival storage (on or off- site). The hours that Carnegie is open to the public were substantially reduced five years ago to allow staff to work on digitization of documents and photos (a move that will reduce space demands and make the collection more readily accessible to the community).

#### **Main Library Building**

According the 2009 Facilities Sustainability Study, the 93,000 sq. ft. Main Library at 1001 Arapahoe Ave. holds more than 75 percent of the library's collection and more than 80 percent of the library system's square footage. The building was constructed in three phases:

1961: North building (9<sup>th</sup> St. and Canyon Blvd.) 23,899 sq. ft.

1974: First extension across Boulder Creek 14,680 sq. ft.

1992: South building 55,585 sq. ft.,

All three stages of construction were funded through community bond elections dedicating funds to new library facilities, supplemented by grants and community contributions. The Main Library south building (including the 1974 extension) was extensively renovated in 2013-2015 using funds from a 2011 bond issue, with funds identified for library renovations.

The first floor of the Main Library's north building contains the Canyon Theater (225 seat auditorium), an open-plan art gallery that serves as exhibit space for community art and receptions, a small meeting room, the BLDG 61 Maker Space and the Channel 8 studio. The second floor has offices for Boulder Reads and the the Boulder Library Foundation. The Main Library north building (including the Canyon Theater) has functional deficiencies, needs

upgrades in critical areas (including mechanical, electrical, and energy systems) and faces significant regulatory renovation/ redevelopment hurdles.

### **George Reynolds Branch Library Building**

The George Reynolds Branch Library is a 9,650 sq. ft. facility located at Table Mesa Dr. and Stanford Ave. in southwest Boulder. The site is 47,300 sq. ft and includes a parking lot, lawn and trees.

GRB was constructed in 1968 using funds obtained primarily through community donations and a federal grant. The Reynolds branch was renovated and extended in 1990-94 using funds from a 1987 community bond issue dedicated to library purposes. A comprehensive approach is needed to address multiple deficiencies in this 50 year old building.

### **Meadows Branch Library Building**

The Meadows Branch Library is a 7,812 sq. ft. facility located in leased commercial space in the Meadows Shopping Center at Baseline Rd. and Foothills Parkway. A 20-year lease is in effect through 2029. Lease terms restrict use of the space to library purposes, and the lease is not assignable.. The library does not pay rent but pays a share of taxes, insurance, and common area maintenance fees.

The building shell was donated by the developer as part of a 1988 shopping center redevelopment agreement. Interior fit-out was funded through a 1987 community bond issue dedicated to library purposes. The Meadows Branch Library receives heavy use by nearby neighborhoods, serving families and seniors, as well as from people driving in from the eastern part of the Boulder Valley. It is the busiest branch in the system and usage has outgrown the space.

### **North Boulder (NoBo) Corner Library**

The NoBo Corner Library is a 570 sq. ft. leased facility located on the corner of Broadway and Yarmouth Avenues. It opened in March, 2014 as a pilot project. The library is a small multi-purpose room with seating used for storytime and other programs, a circulation desk, and shelves that hold a small collection and mostly patron holds.

Boulder Housing Partners leased space to the library for \$1 per year for five years (since extended). Opening costs were \$265,000 from DET and the Library Fund for tenant finishes and furnishings, equipment and a small collection of books and DVDS for children and adults and a small Spanish language collection.

### **NoBo Branch Library (under construction)**

The NoBo branch library will be located on a site at Violet and Broadway Avenues which was donated to the community in 1998 for use as a library. Groundbreaking occurred on April 5, 2023 and the branch is expected to open in 2024.

Voters approved \$5 million for capital construction of the branch as part of the 2017 Community Culture and Safety Tax. Additional funding was provided through Development Excise Taxes collected by the city for library purposes; funds accrued in the Library Fund; some one time contributions from the City's General Fund; and donations and grants through the Boulder Library Foundation. The Foundation is currently conducting a capital campaign to fund services cut from the project by funding shortfalls (like the Maker Space). The current cost estimate for

construction is in the range of \$12 million dollars (driven by construction cost escalation, green building requirements, climate commitments, and costs for street and plaza improvements).

**LDAC's recommendations:** The Library's physical assets have been funded by Boulder community members and taxpayers since the city's library was established, through a series of taxes, donations and bond measures. A library district will be funded largely by the same group of taxpayers, and therefore any asset transfer should not charge the district a monetary value for buildings or land to ensure that taxpayers are not "paying twice".

For the Library's six buildings and properties, LDAC recommends and supports the staff recommendation that:

The city **transfer building and land ownership** to the Library District for:

- Carnegie Library for Local History
- George Reynolds Branch Library
- New north Boulder branch library (when completed)

LDAC discussed the possibility that, in the future, the library may wish to relocate or rebuild branch libraries in order to provide more efficient operations. Physical ownership of buildings and land will provide the district with flexibility to strategically plan how to best serve the community through its branch libraries. **LDAC recommends** that the city have first right of refusal should the district propose to sell any of these facilities.

The city **transfer leases** to the library district for:

- Meadows Branch Library
- Existing North Boulder (NoBo) Corner Library

The Meadows Branch Library operates through a commercial lease that is limited to library purposes. The NoBo Corner Library lease is expected to end when the new north Boulder branch library begins operations.

For the Main Library, the city **transfer building ownership to the library district, while the city maintains ownership of the land**; and the library district and the city develop a common-interest community agreement (a form of condominium agreement for commercial properties) for the Main Library.

- The Main Library is located in Boulder's Civic Area, at the heart of downtown. The city has extensive interests in the Civic Area that extend beyond the library. LDAC recommends that the city and the library district establish a collaborative partnership to manage the property under and around the Main Library (the "Main Library Area of Influence") in the best interests of the community. LDAC agreed that the library district should not have influence on city plans outside of this area. Specific recommendations on items to include in the common-interest community agreement are listed below (in no priority order).
- Concepts to address in a future common-interest community agreement between the library district and city for management of the Main Library Area of Influence and to guide future planning and development of the Civic Area include:
  - The city and library district will have an equal partnership regarding the Main Library Area of Influence. The Library area of influence is the portion of the Civic

Area defined in The Master Plan for Boulder's Civic Area 2015 as the "West End: Arts and Culture."

- The city and library district will collaborate on any proposed changes that will materially impact the library's ability to provide services or impact the library's financial obligations. Any such proposed changes will be jointly approved by the city and library district.
- Any future development or expansion of the Main Library will consider the performance criteria developed in the Civic Area Plan for the "West End" (see page 25 of that plan).
- If future development of the Main Library results in changes to the building shell, the library district will consider the performance criteria for Building Form and Massing in the Civic Area plan in plans submitted for the city site review process.
- The library district will manage the Main Library consistent with the seven guiding principles enumerated in The Master Plan for Boulder's Civic Area:
  - The Civic Heart of Boulder
  - Life & Property Safety
  - Outdoor Culture & Nature
  - Celebration of History & Assets
  - Enhanced Access & Connections
  - Place for Community Activity & Arts
  - Sustainable & Viable Future
- The agreement will recognize and continue to support the longstanding community desire to have a main library in the downtown area that mutually benefits the city and library patrons. The agreement will recognize that the Main Library has a longstanding role within the downtown as part of the historic land use fabric, and as a cornerstone of social, cultural, and economic vitality for businesses, non-profit organizations and downtown visitors.
- The Main Library should be accessible to all (i.e. those who drive themselves, walk, bike, or take public transportation, those who are ambulatory and non-ambulatory, etc.).
- Any future amendments to the common-interest community agreement will be undertaken consistent with BVCP policy 8.13: Support for Community Facilities (see Appendix D.)
- The Main Library and Civic Area are part of a previous development site review approval under the Boulder land use code. Amendments to the site review approvals require written consent of the owners of all property to be included in the development. The city, as the owner of the land, will need to coordinate and cooperate with the library district on any major redevelopment efforts

## **Article IV: Real Property (cont.)**

### ***(Ongoing maintenance, maintenance backlog, renovation and future capital costs)***

Library districts typically assume financial responsibility for ongoing maintenance of library buildings, repair or renovation of existing structures and capital costs for new or replacement structures. Assuming that the library district has long term control over library properties, it makes sense to put financial responsibility for ongoing maintenance and future capital needs on the library district. Responsibility for the the maintenance backlog will be a topic of negotiation.

## **Article V: Transfer of Personal Property**

### **(Collection materials, furnishings, equipment, art, etc.)**

LDAC recommendations:

Transfer assets located in the libraries for library purposes such as furniture, equipment, and collections to the library district. The Library currently stores property from other departments, such as IT and that property will remain property of the city.

Transfer art purchased by or donated to the Library to the Library District. Art purchased by the city or where provenance is unknown will remain property of the city.

Transfer existing Memorandums of Understanding (MOUs) for historic collections held by the Carnegie Library for Local History archive to the library district, and develop a new MOU between the city and the library district for historic materials donated to the archive by the city.

## **Article VI: Assignment of Contractual Rights and Delegation of Duties & Liabilities**

Transfer library- related contracts (facilities, IT, security, etc.) pursuant to an agreed-upon schedule.

Provides that the City shall not enter into contracts on the library's behalf following transition.

## **Article VII: Obligations and Responsibility of the County**

Addresses appointment and establishment of the initial board of trustees. (Only relevant if the district had been established by resolution.)

## **Article VIII: Mutual Understandings**

LDAC's recommendations on the District's compliance with Boulder Valley Comprehensive Plan policies is included here.

The rest of this section is boilerplate legalese.

