

JOHNSON COUNTY
KANSAS

Library

Board Report
August 11, 2022

AGENDA

JOHNSON COUNTY LIBRARY BOARD OF DIRECTORS
REGULAR MEETING, AUGUST 11, 2022
Central Resource Library
Carmack Community Room
9875 W 87th St Overland Park, KS 66212
4:00 p.m.

The public can view the broadcast of the meeting on the Johnson County Library [Facebook page](#) for a live feed or later when the video is posted to the Library's website.

If you have information or comments related to any item on our agenda that you would like to have presented to the Library Board, we encourage you to submit that information in writing. If you wish to submit information, please email comments or statements to kangethep@jocolibrary.org before noon on the Wednesday before the Thursday Library Board meeting. Comments received by noon will be shared with the entire Board prior to the meeting.

- I. Call to Order
- II. Citizen Comments will be accepted in writing and made part of the record of the meeting.
- III. Remarks
 - A. Members of the Johnson County Library Board of Directors
 - B. Board Chair, David Sims
 - C. Friends of the Library; written report presented by Shanta Dickerson.....4
 - D. Johnson County Library Foundation: written report presented by Stephanie Stollsteimer.....5
 - E. Liaison, Board of County Commissioners, Janeé Hanzlick
- IV. Reports
 - A. Board Counsel – Andrew Logan and Fred Logan
 - a) Land Conveyance
 - b) Building and Land Ownership; including State Statute
 - B. County Librarian Report – Tricia Suellentrop, County Librarian
 - 1. Finances and Statistics
 - a) Financial Report, Dave Vratny, Finance Director.....6
 - i. Budget Committee
 - b) Core statistics, Adam Wathen, Associate Director for Systemwide Services..... 13
 - i. Customer Experience Trends, Elissa Andre, External Communication Manager
and Ben Oglesby, Marketing Specialist..... 16
 - 2. Comprehensive Library Master Plan, Scott Sime, Project Coordinator
 - a) Antioch Replacement.....32
 - b) DeSoto, Spring Hill and Edgerton Renewal Study.....35
 - i. Design Presentation, Rick Wise and Jean Stoverink from Clark & Enersen.....38
 - c) Capital Projects: Timeline Summary.....62
 - 3. Updates – Tricia Suellentrop, County Librarian
 - a) Professional Development Update, Laura Blair, Learning and Development Training Manager.....65
 - b) Review 2015 Hours Study Recommendation, Jennifer Mahnken, Interim Deputy County Librarian.....70
 - c) Election Support Update

V.	Consent Agenda	
	A. Action Items:	
	1. Minutes of the July 14, 2022 Regular Library Board meeting.....	75
	B. Information Items	
	1. Financial and Personnel	
	a) The County Librarian and the Finance Director certify those payment vouchers and personnel authorizations for June 2022 were handled in accordance with library and County policy.	
	b) The June 2022 Revenue and Expenditure reports produced from the County's financial system reflect the Library's revenues and expenditures	
	C. Gift Fund Report	
	1. Treasurer's Report.....	89
VI.	Old Business	
	A. Action item: Consider approving two revised agreements between the Board of Directors of the Johnson County Library (JCL) and the City of Merriam.....	90
VII.	New Business	
	A. Action Item: Formation of Budget Review Committee.....	137
	B. Action Item: Consideration of temporary closing Gardner for planned CRP work.....	142
	C. Action Item: Consideration of approving Work Order Authorization for Oak Park Library planned CRP work.....	143
VIII.	Adjournment	



August 2022: Monthly Report
of the
Friends of Johnson County Library
to the
Board of Directors of Johnson County Library

Good afternoon, and thank you for this time to highlight recent news and accomplishments on behalf of the Friends of Johnson County Library.

- Behind the Scenes

While we have been visibly busy closing Library branch bookstores and planning for expansion of pop-up sales from bimonthly to weekly, all that goes on behind the scenes keeps us buzzing, too. Here are a few of the projects we're working on right now:

- FY2023 budget
- Postage costs
- Policy updates
- Ongoing facility improvements at Friends HQ
- Triennial financial review, also known as a review of agreed-upon procedures or AUP

- 2022 Friends Annual Bookmark Design Contest

Fall is just around the corner, which means we are accepting entries into our annual bookmark design contest! From preschoolers to adults, we welcome you to submit your design through Friday, September 9. Visit www.jocolibrary.org/our-stories/annual-bookmark-contest to view contest rules and download your entry form. This contest is held in celebration of National Friends of Libraries Week. This year, that's the week of October 16 – 22. We thank all of our members who make community programs such as this possible, and, as always, if you haven't already, we encourage you to join us at <https://www.joinjclfriends.org>.

Thank you for your time, and I am happy to answer any questions you may have.

To: Library Board of Directors
From: Stephanie Stollsteimer
Date: August 11, 2022
Re: Johnson County Library Foundation update

Library Lets Loose Fundraising Event in person, September 17

- We are showcasing the Central Resource Library!
- We want to extend our appreciation to you and to Library patrons for closing the Library for the day for this special fundraiser and community builder.
- You'll see the invitation in your place! If you look on the back, please note the names of 45 sponsors whose donations total is nearly \$93,000.
- These numbers looking good and we continue to recruit sponsors.
- It is thrilling to have this community support as we plan full steam ahead for a wonderful evening.

Grant for Brainfuse, online tutoring

- Brainfuse was introduced to the Library as an online tutoring platform during Covid and it is going strong.
- We received a generous grant of \$10,000 for Brainfuse from the Louis and Elizabeth Nave Flarsheim Charitable Foundation.

Special gifts in memory

- From time to time the Foundation is designated for "gifts in memory" for library lovers who have passed away. These gifts are bittersweet and an honor.
- It simply seems worthy to note that recently the Foundation was designated for such an honor.
- Many of you may know Caroline McKnight and you also may have known her late Rob McKnight. We have received nearly 40 gifts in his memory.
- We are grateful for these thoughtful and generous donors.

That concludes my report.
Are there any questions?

JOHNSON COUNTY LIBRARY: Summary of Expenditures by Cost Category (.75 Increase Only)
June 2022
50% of Year Lapsed

OPERATING FUND	Programs	2022 Budget
	Revenue	3,767,639
	Administrative Services	
	Information Technology	
	Collection Development	
	Branch/Systemwide Services	133,593
	Transfer to Capital Projects	3,107,330
	Interfund Transfers	
TOTAL OPERATING FUND EXPENDITURES		<u>\$3,240,923</u>
TOTAL .75 INCREASE FUNDS REMAINING OPERATING		<u><u>\$526,716</u></u>
SPECIAL USE FUND		2022 Budget
	Revenue:	3,590,820
	Expenses:	
	Contractual Services (General Maintenance)	
	Commodities (Capital Equipment)	
	Transfer to Debt Payment	
	Transfer to Debt Payment - CLMP	505,708
	Transfer to Capital Projects	
TOTAL SPECIAL USE FUND EXPENDITURES		<u>\$505,708</u>
TOTAL .75 INCREASE FUNDS REMAINING SPECIAL USE		<u><u>\$3,085,112</u></u>
TOTAL .75 INCREASE FUNDS REMAINING ALL FUNDS		<u><u>\$3,611,828</u></u>

JOHNSON COUNTY LIBRARY TOTAL REVENUE REPORT

June 2022
50% of Year Lapsed

REVENUE ALL FUNDS	2022 Year to Date	2022 Budget	% Budget Year to Date	% Budget YTD Prior Year
Ad Valorem	36,889,765	38,342,480	96%	97%
Ad Valorem Delinquent	259,789	364,732	71%	2%
Motor Vehicle	1,681,009	3,442,484	49%	54%
Library Generated - Copying/Printing	36,737	104,359	35%	30%
Library Generated - Overdues / Fees	152,287	493,271	31%	21%
Sale of Library Books	25,000	50,000	50%	0%
Misc Other	582	18,703	3%	5%
Reimbursement	67,739	630,043	11%	41%
Library Generated - Other Charges	0	3,641	0%	0%
Investment	48,095	54,948	88%	113%
Unencumbered Balance Forward	0	0	0%	0%
Transfer from Capital Projects	293,706	0	0%	0%
Recreational Vehicle Tax	13,883	15,169	92%	109%
Commercial Vehicle Tax	49,051	49,843	98%	82%
Heavy Trucks Tax	3,870	5,261	74%	92%
Rental Excise Tax	24,372	43,457	56%	29%
State and Federal Grants	133,322	265,638	50%	49%
TOTAL REVENUE	39,679,206	43,884,029	90%	91%

Expenses ALL FUNDS with Collection

Encumbrance	2022 Year to Date	2022 Budget	% Categories Expended
Salaries and Benefits	10,496,960	22,947,472	46%
Contractual Services	3,544,152	6,007,986	59%
Commodities	3,311,138	4,411,766	75%
Risk Management Charges	125,494	251,838	50%
Capital / Maintenance / Repair	3,202,841	3,500,494	91%
Transfer to Debt Payment	0	0	0%
Transfer to Capital Projects	505,708	3,590,820	14%
Grants	136,097	265,638	51%
Interfund Transfer	2,908,015	2,908,015	100%
TOTAL EXPENDITURES	24,230,405	43,884,029	55%

Revenue - Expenses as of June 30, 2022 15,448,801

RESERVES ALL FUNDS	As of 12/31/21
Reserves Operating Fund	14,286,867
Reserves Special Use Fund	1,840,991
Total JCL Reserves	<u><u>16,127,858</u></u>

Scheduled Replacement Plan Funding

	<u>REVENUE RECEIVED TO DATE</u>
-	
2015 Fund Transfer	350,000
2016 Fund Transfer	699,000
2017 Fund Transfer	1,130,250
2018 Fund Transfer	1,147,850
2019 Fund Transfer	1,131,100
Total Revenue	<u>4,458,200</u>

2022

Contractual Services	1,584,927
Building Repair	585,616
Architectural Services	68,820
Furnishings and Office Equipment	73,032
HVAC	178,193
Sorter Parts and Labor	4,113
Security System Maint & Repair	33,549
Vehicles	119,310
AED Equipment	9,613
Interfund Transfer	1,767,934
	<u>4,425,107</u>
Budget Remaining	<u>33,093</u>

JOHNSON COUNTY LIBRARY: Summary of Expenditures by Cost Category
June 2022
50% Year Lapsed

OPERATING FUND	2022	2022	% Program
Programs	Year to Date	Budget	Expended
Administrative Services	1,932,062	4,363,169	44%
Information Technology	1,795,852	3,845,401	47%
Collection Development	1,548,351	3,946,140	39%
Branch/Systemwide Services	9,359,181	21,274,373	44%
Risk Management Charges	125,494	251,838	50%
Grants *	136,097	265,638	51%
Transfer to Capital Projects	3,107,330	3,107,330	100%
Interfund Transfer	2,866,474	2,908,015	99%
TOTAL OPERATING FUND EXPENDITURES	20,870,841	39,961,904	52%

SPECIAL USE FUND	2022	2022	% Budget
	Year to Date	Budget	Expended
Contractual Services (General Maintenance)	80,249	204,305	39%
Commodities (Capital Equipment)	85,701	127,000	67%
Transfer to Debt Payment	0	0	0%
Transfer to Capital Projects	505,708	3,590,820	14%
TOTAL SPECIAL USE FUND EXPENDITURES	671,658	3,922,125	17%

TOTAL EXPENDITURES	21,542,498	43,884,029	49%
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JOHNSON COUNTY LIBRARY: Summary of Expenditures by Type
June 2022
50% Year Lapsed

ALL FUNDS	2022	2022	% Categories
Categories	Year to Date	Budget	Expended
Salaries and Benefits	10,496,960	22,947,472	46%
Contractual Services	2,814,041	6,007,986	47%
Commodities	1,353,342	4,411,766	31%
Risk Management Charges	125,494	251,838	50%
Capital / Maintenance / Repair	3,107,330	3,500,494	89%
Transfer to Debt Payment	0	0	0%
Transfer to PBC Capital Leases	601,219	3,590,820	17%
Grants	136,097	265,638	51%
Interfund Transfer	2,908,015	2,908,015	100%
TOTAL EXPENDITURES	21,542,498	43,884,029	49%

GRANTS*	Expenditures through 6/30/2022	Source	Received	Expenditures	Grant Award	Budget Remaining
285000089	2022-State Aid	State	3/17/2022	\$93,019.62	\$133,321.69	\$40,302.07

*Includes all expenditures and revenues over the life of the grant.

Expenditure of Friends of the JCL Donations 2022

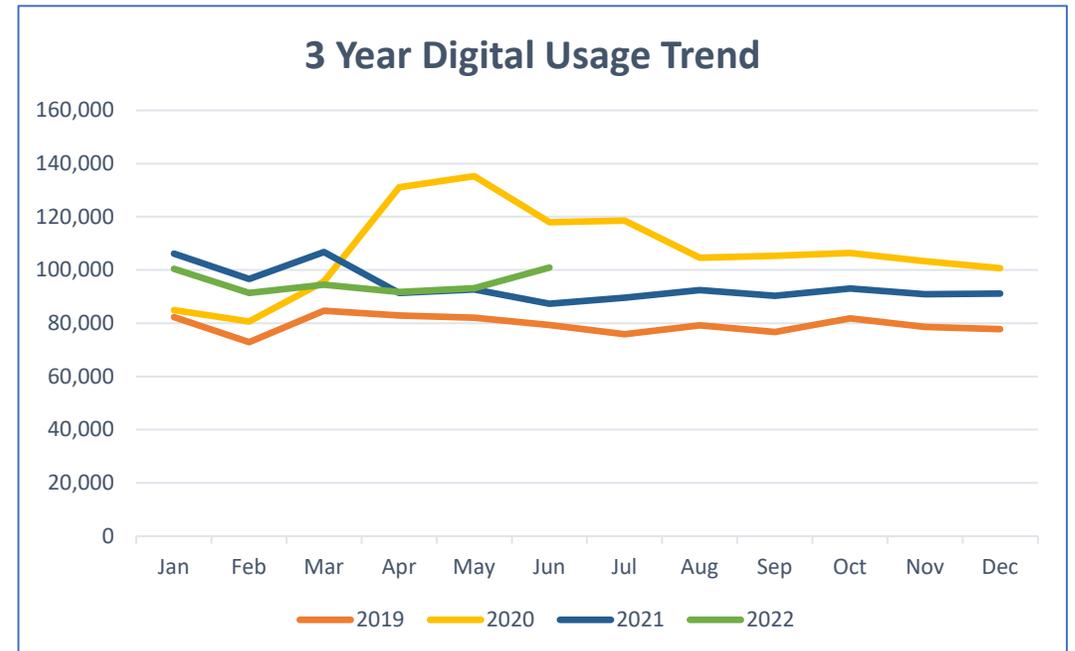
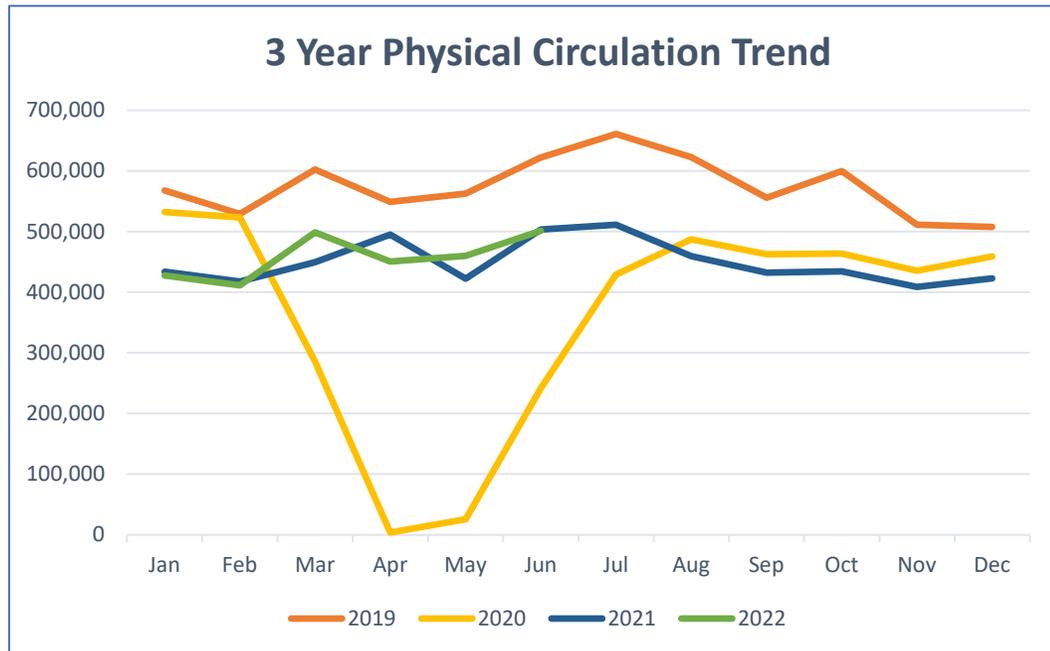
<i>Expenditure Details</i>	<i>June</i>	<i>YTD</i>
Volunteer Recognition	\$0.00	\$0.00
Advertising/Promotion	0.00	0.00
Collection Materials	0.00	0.00
Professional Development/Staff Recognition	0.00	0.00
Technology/Recruitment Consulting & Expenses	0.00	0.00
Strategic Planning meeting supplies	0.00	0.00
GEM Award/Staff Recognition	0.00	0.00
Homework Help and Tutor.com	0.00	0.00
Summer Reading Club/Elementia	0.00	0.00
Other Library Programming	0.00	0.00
MidAmerica Regional Council	0.00	0.00
Joint Board Meeting Expense	0.00	0.00
Board Travel Expenses	0.00	2,406.86
Board Retreat Expenses	0.00	0.00
Miscellaneous	0.00	0.00
Total Expenditures	\$ -	\$ 2,406.86

Monthly Statistical Report

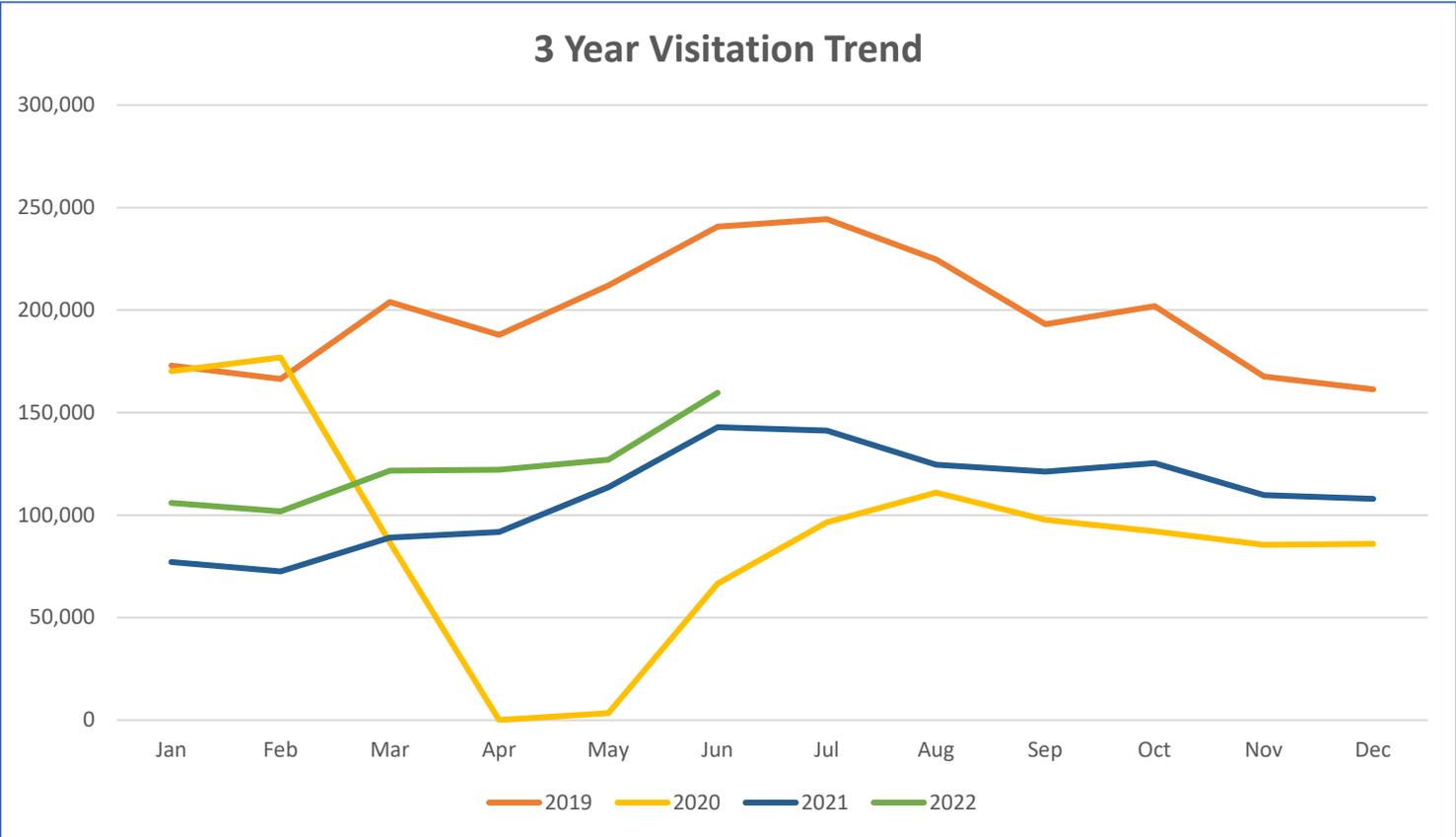
August 2022



Monthly Statistics



Monthly Statistics



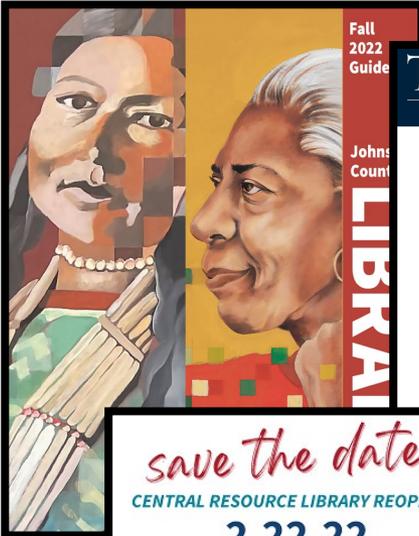
CX-Communications Update

August 2022



Library

Over the last year...



THE KANSAS CITY STAR

Coronavirus News Sports Politics Voter Guide Opinion Personal Finance Obituaries

JOCO 913

One of Library Journal's Movers and Shakers has this Johnson County leadership role

BY ELAINE ADAMS SPECIAL TO THE STAR
JUNE 24, 2022 5:00 AM



Sundtrentop (left) will replace Sean Casserley as leader of the Johnson County library system. Johnson County

LIBRARY CARD APPLICATION

Johnson County Library
Current ID required

First: _____ Middle: _____ Last: _____

Preferred Name (optional) I would like the Library to use my preferred name.

Preferred Library: _____ PIN (password (4-12 numbers, letters or combination)) _____ Date of Birth (MM/DD/YYYY) _____

Address: _____ Apt: _____

City: _____ State: _____ Zip: _____

Email Address: _____ Phone: _____

Authorize Additional Account User(s): _____

PLEASE READ BEFORE SIGNING
As a cardholder, I accept full responsibility for all material selected and borrowed on this account, including loss, damage and fines incurred. I understand that until I notify Johnson County Library of a lost or stolen Library card, I am responsible for all materials and services charged to it. I understand that unpaid fines and fees may be turned over to a collection agency. I understand the Library assumes no responsibility for any equipment problems occurring during my use of Library materials. I understand that my Library card may be revoked and my privileges to use the Library restricted or revoked if I fail to comply with Library rules and regulations.

Signature: _____ Date: _____

Welcome to Johnson County Library!

Find items and resources at jocallibrary.org. Log in with your card number and PIN to:
• Place holds for pick up at the location of your choice • Renew items and pay fines • Use the 24/7 eLibrary • Download the Library app to access our eBooks and eAudiobooks.

Books (3 weeks) | **CDs** (3 weeks) | **DVDs** (2-3 weeks) | **Video games** (2 weeks) | **eBooks & audiobooks** (3 weeks) | **A few special items** have different check-out periods.

MATERIALS
Fines are 30¢ per day with a maximum of \$6 per item. Return materials to any Johnson County Library or Olathe Public Library. Fines on your account reach \$25 your account will be restricted. If your \$25 fine is over 30 days old, you won't be able to use your card and may be charged a nonrefundable fee.

CONTACT
You have questions. We have answers. Drop by any Library location, call or send us a note.

Call 913.826.4600 | Text 913.667.7523 | ask@jocallibrary.org



save the date!
CENTRAL RESOURCE LIBRARY REOPENS
2.22.22



Please join us for the ribbon-cutting ceremony
2 p.m. February 22, 2022
9875 W. 87th Street
Overland Park, Kansas 66212
RSVP to andree@jocallibrary.org

JOHNSON COUNTY LIBRARY

SharePoint

The Resource | Old Resource | InndeckCo | JoCo Library | Oracle | Email | Edit

News

2022 Fall Guide is Here!

CRP: Cedar Roe Closed Aug. 8-19

Big Book Collection at Antioch to Retire

Quick Links

- Alerts
- CI-Helpdesk
- Facilities Work Order
- Feedback Problem Types
- Insight Reports
- Position Services
- Supply Requests
- Suspended Returns
- VOIP Current Phone List

Features

Something of a Superhero
This month while I looked the desk due to some staff

Johnson County Library
August 1 at 8:39 AM

What are you reading this weekend, friends?

J Van Oosbree and 7 others 100 Comments 1 Share

Like Comment Share

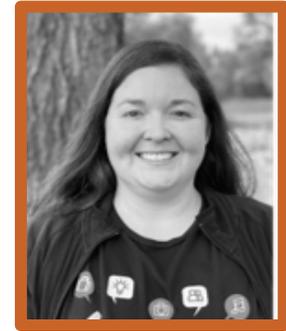
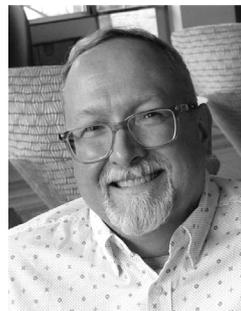
View previous comments Oldest

Cherie Bissing
The Mother-in-Law by Sally Hepworth

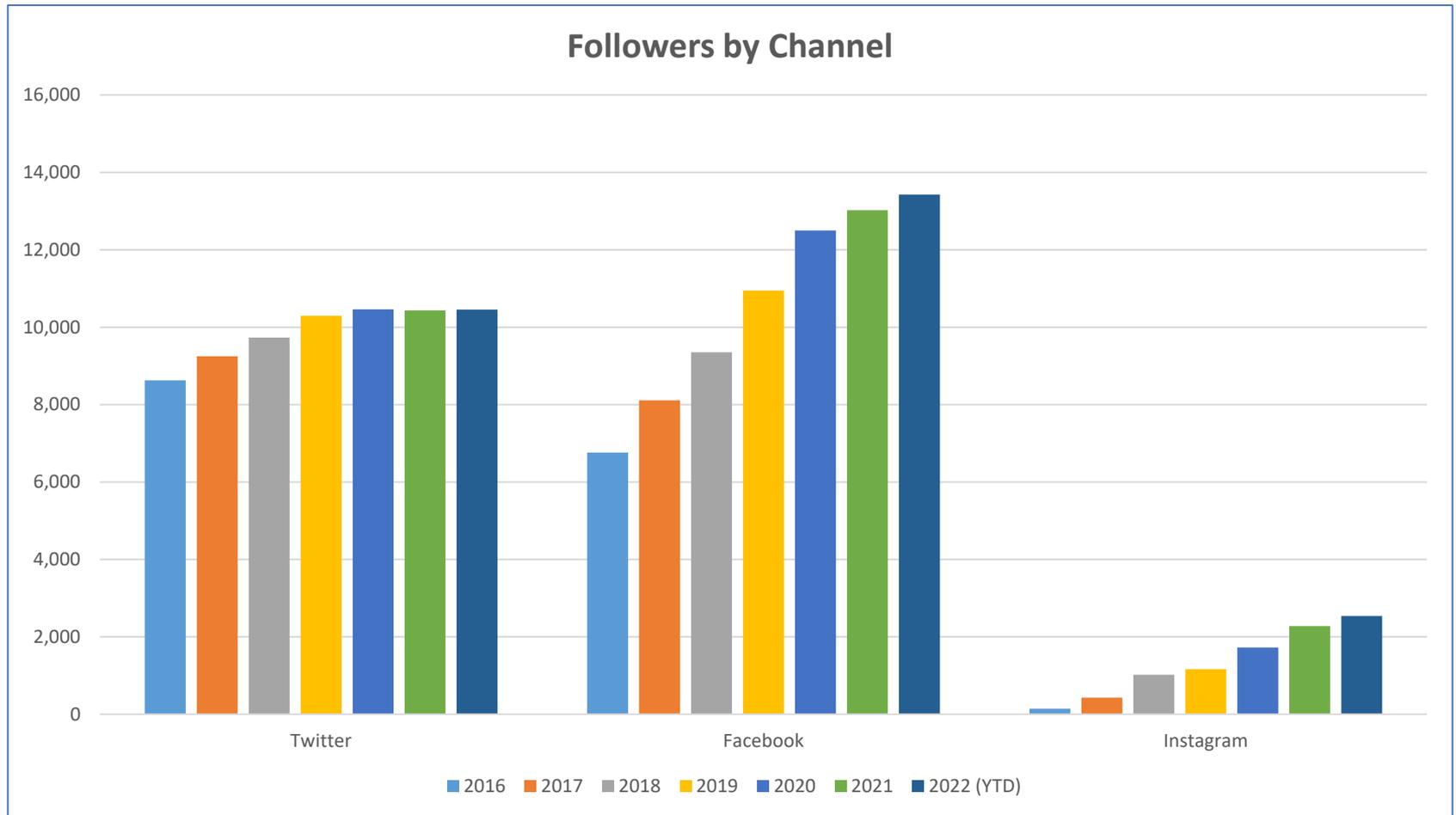
Like · Reply · 1d



Our Team

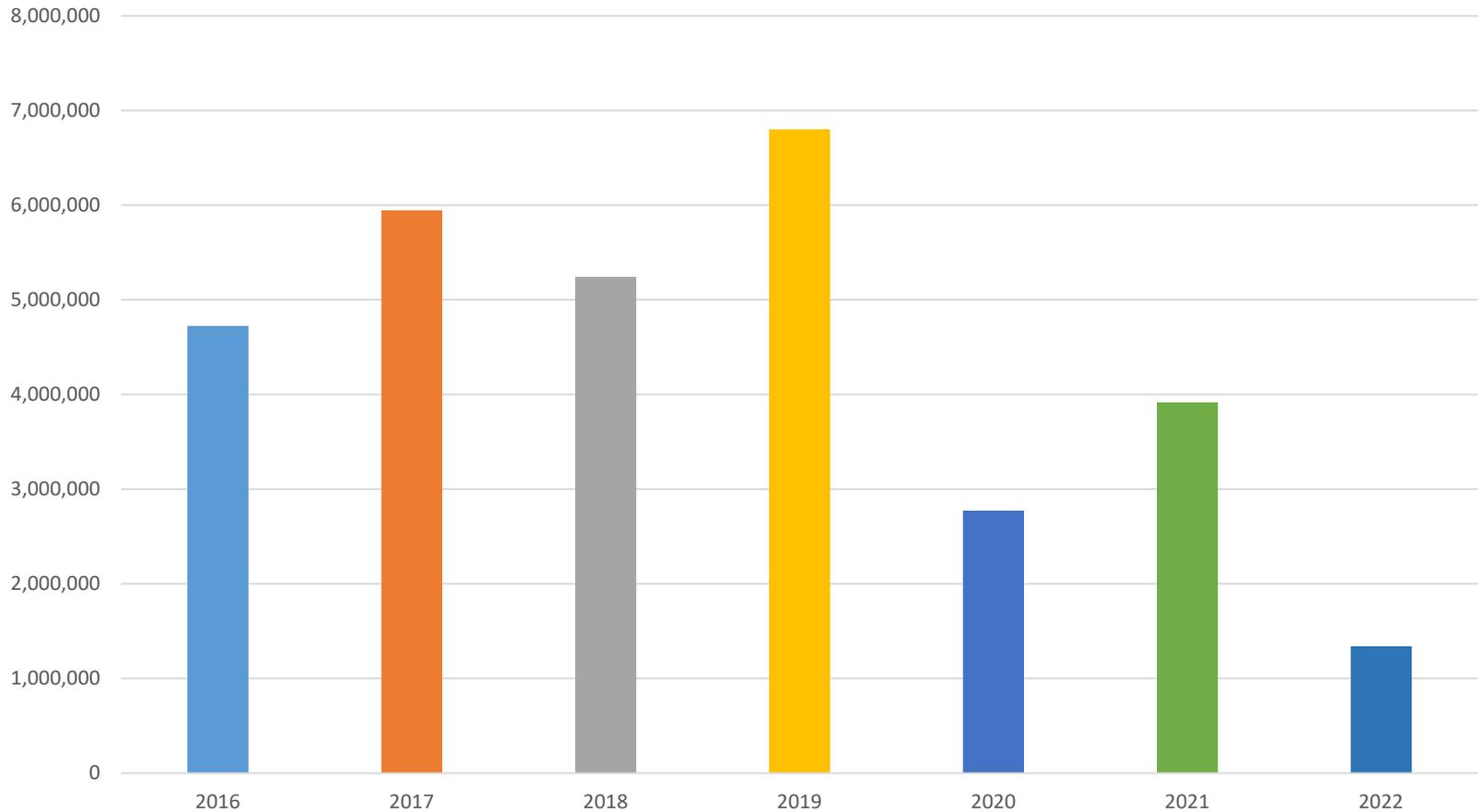


Social Media



Social Media Impressions

Social Media Impressions
(Twitter, Facebook, Instagram)



Social Media (Popular Posts)



Reach of 70,077
1,271 reactions
990 shares
98 comments



4,163 engagements across all platforms
Best performing post on Twitter
1,269 reactions
169 comments



eNewsletters



Subscribers: 170,161
Avg Open Rate: 28.4%



Subscribers: 480
Avg Open Rate: 53.7%



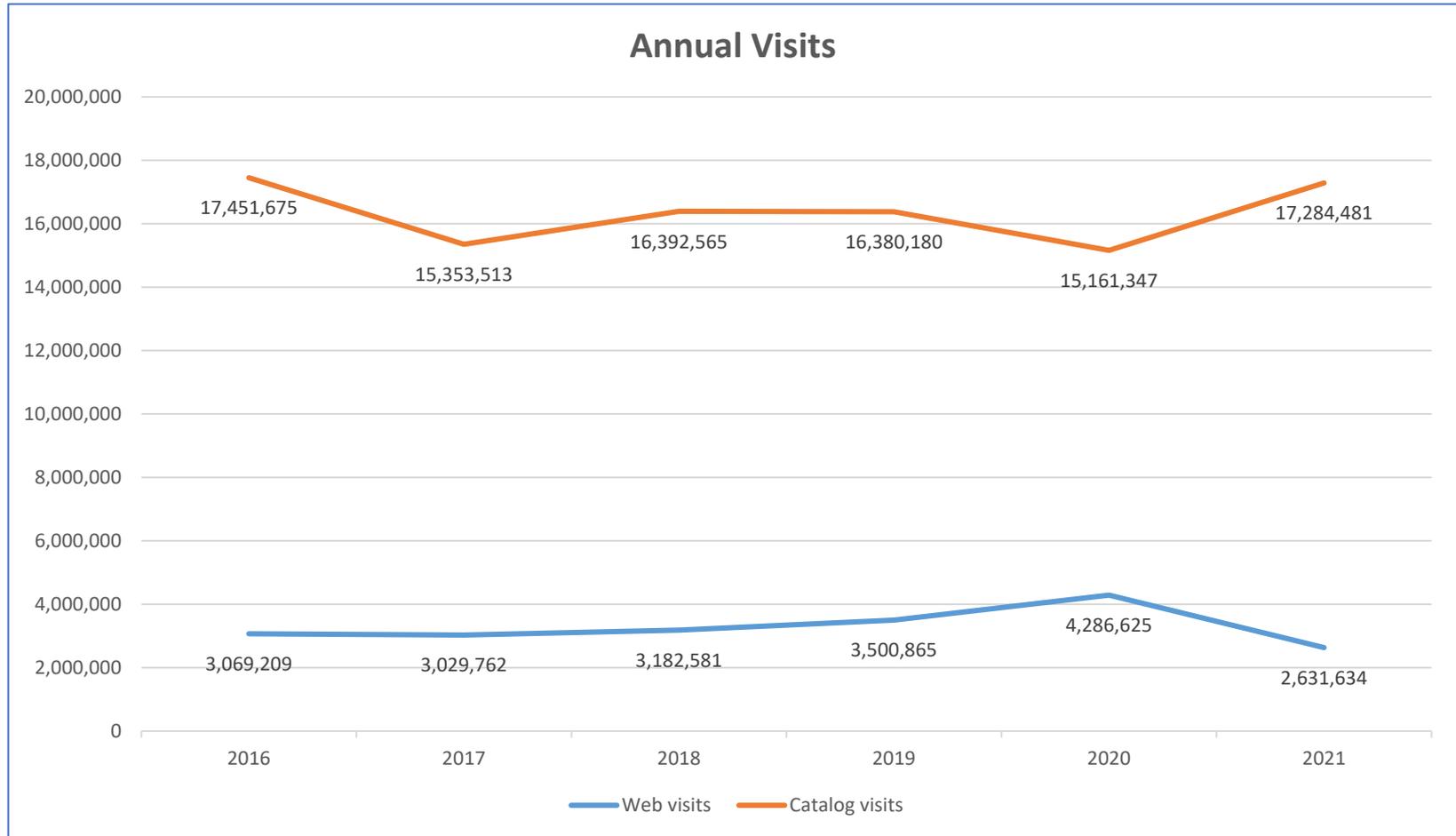
Subscribers: 1,539
Avg Open Rate: 52.8%



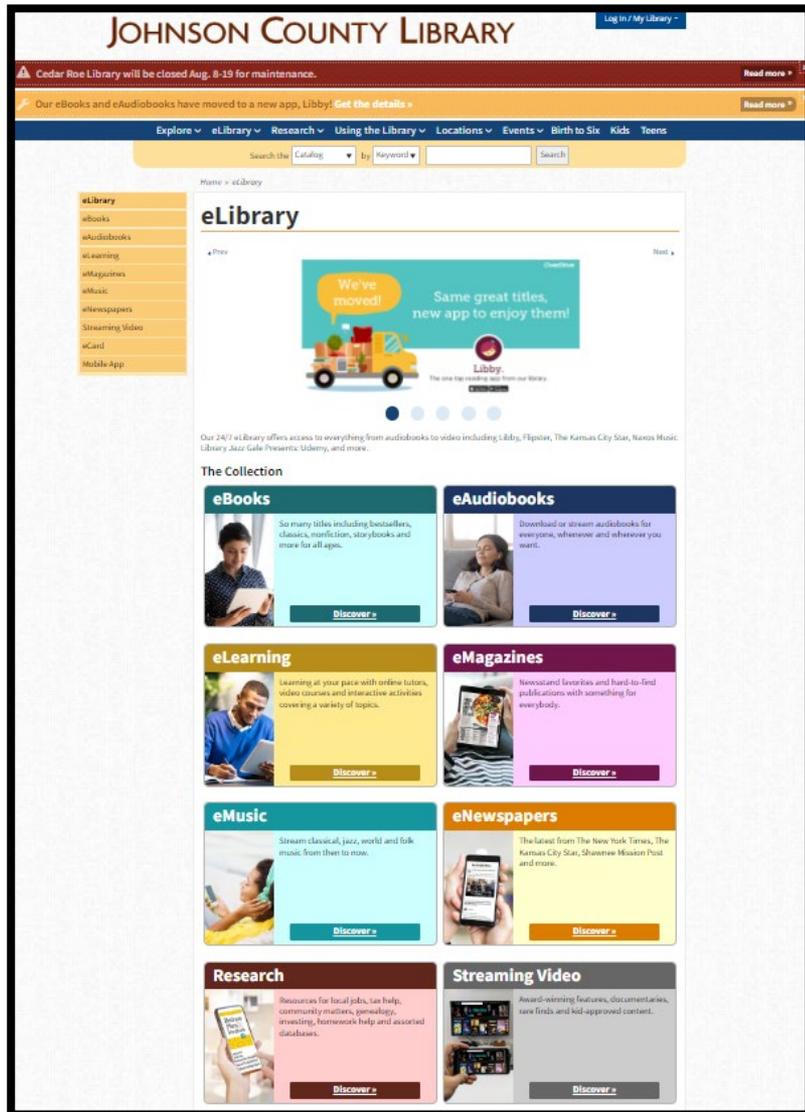
Subscribers: 1,420
Avg Open Rate: 58.1%



Website and Catalog



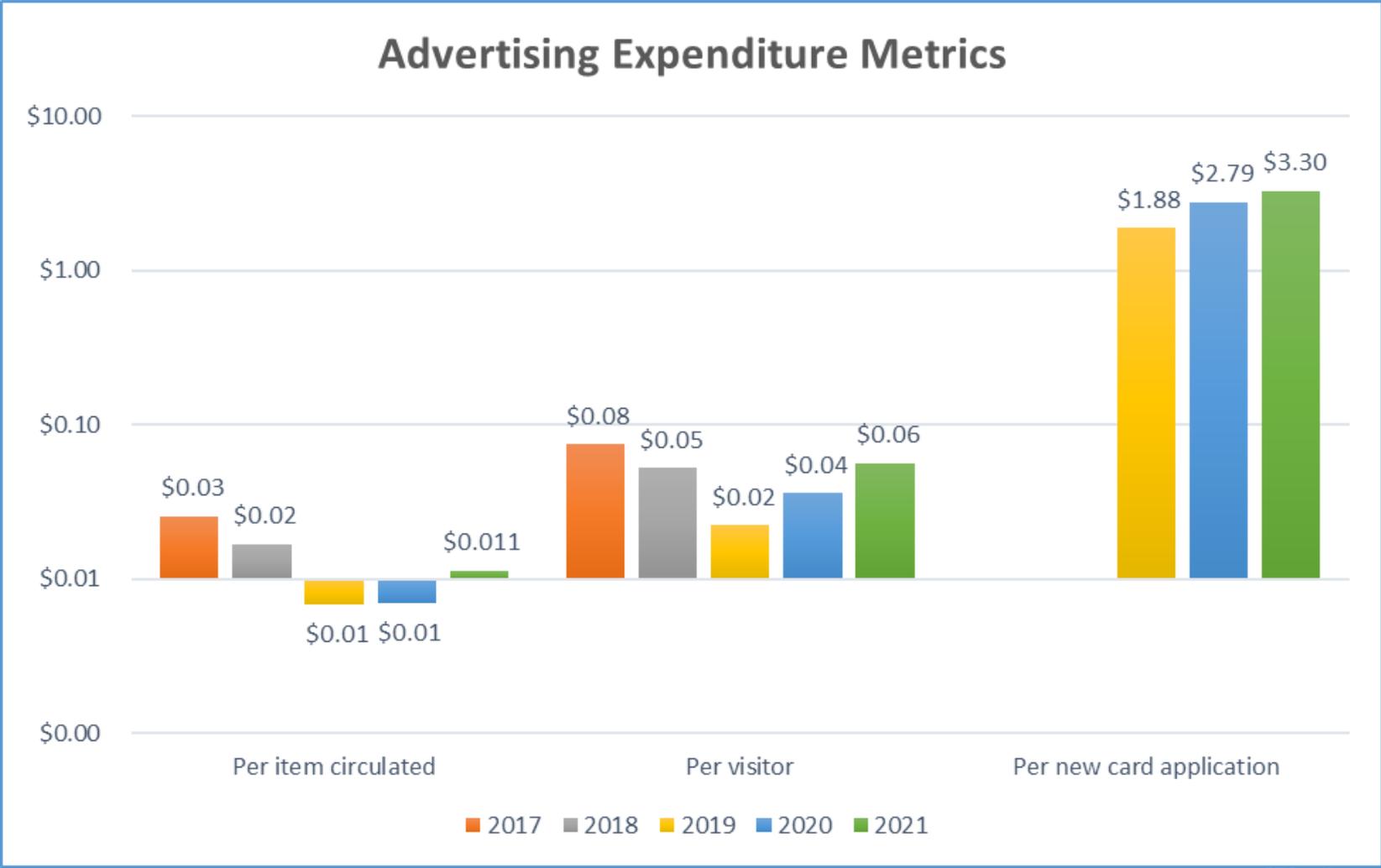
Website Content Refresh



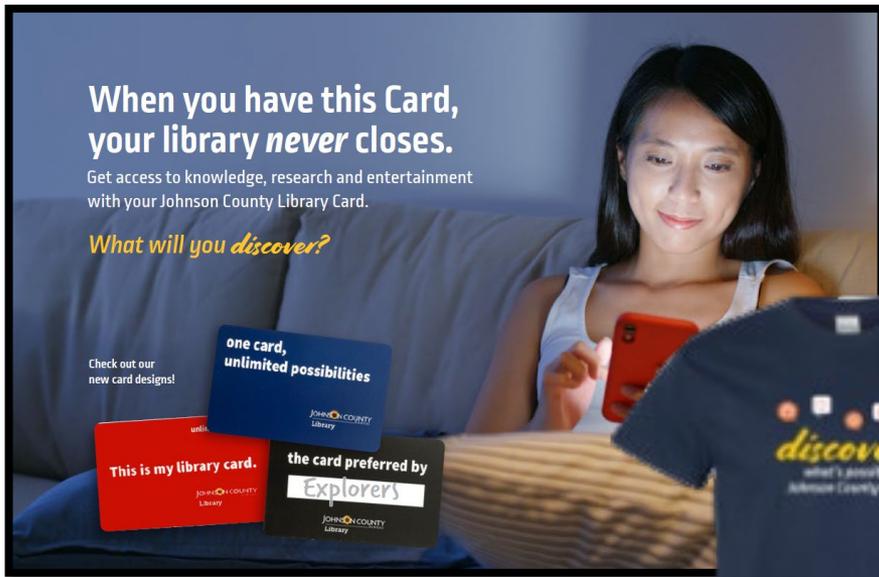
- Four external volunteers and two staff volunteers
- User experience surveys to begin this fall
- Annual process



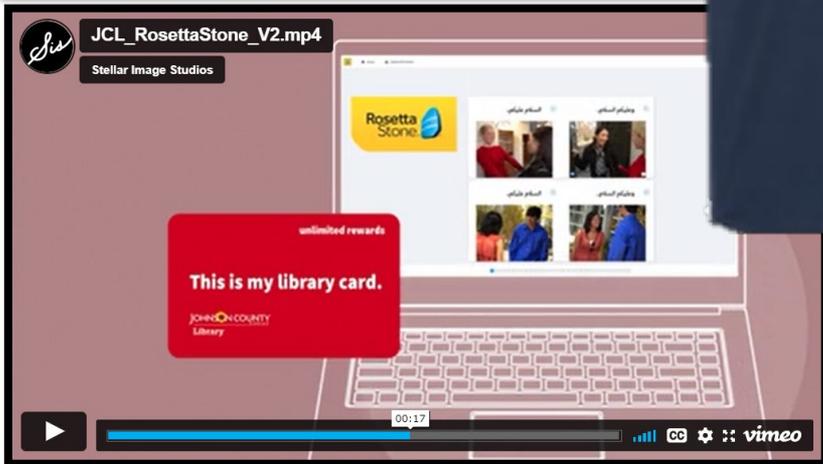
Advertising



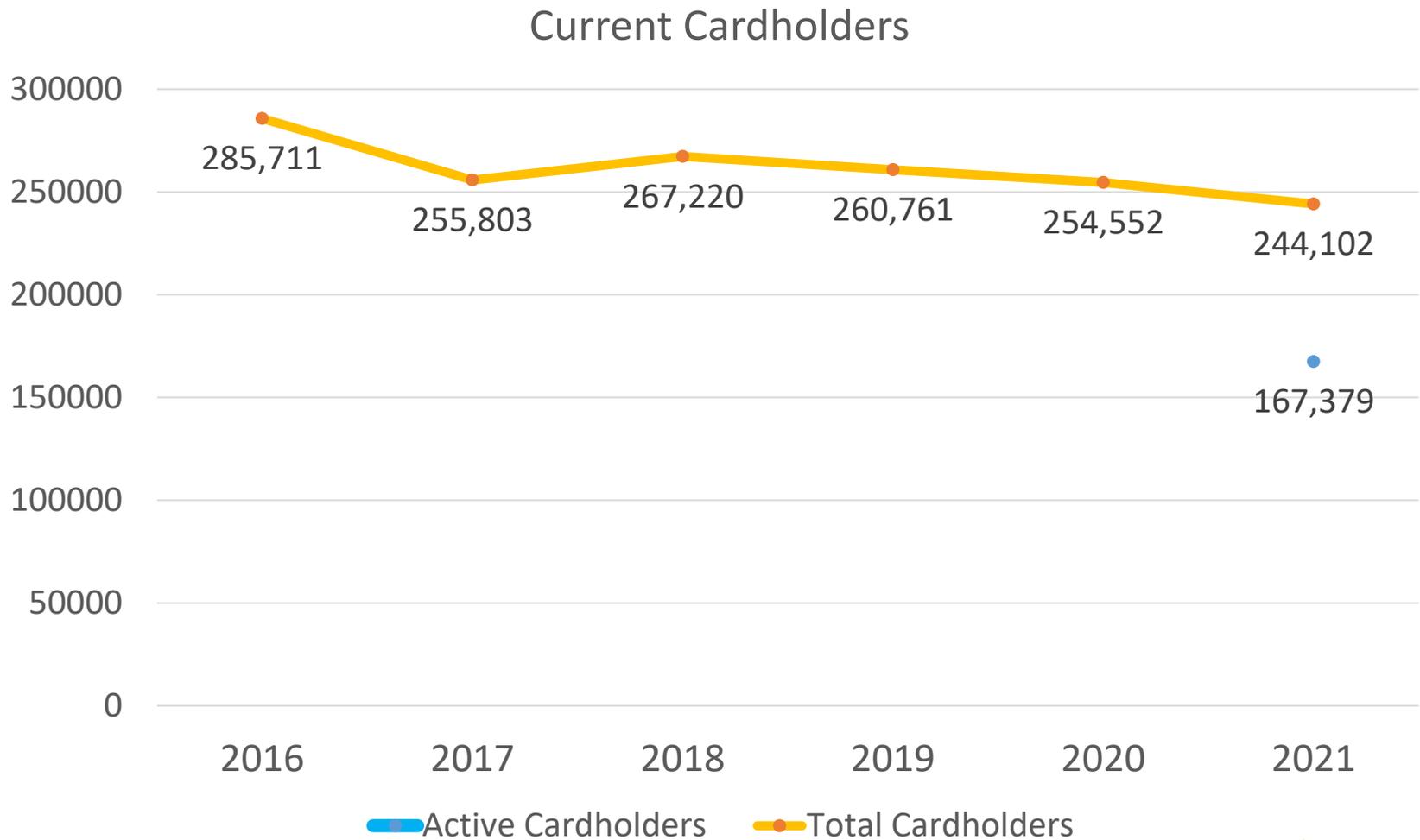
Discover Your Library



- Marketing campaign launched October 2021
- 5.6 million impressions
- Three new commercial spots to launch this fall



Total vs Active Patrons



Summer Guide

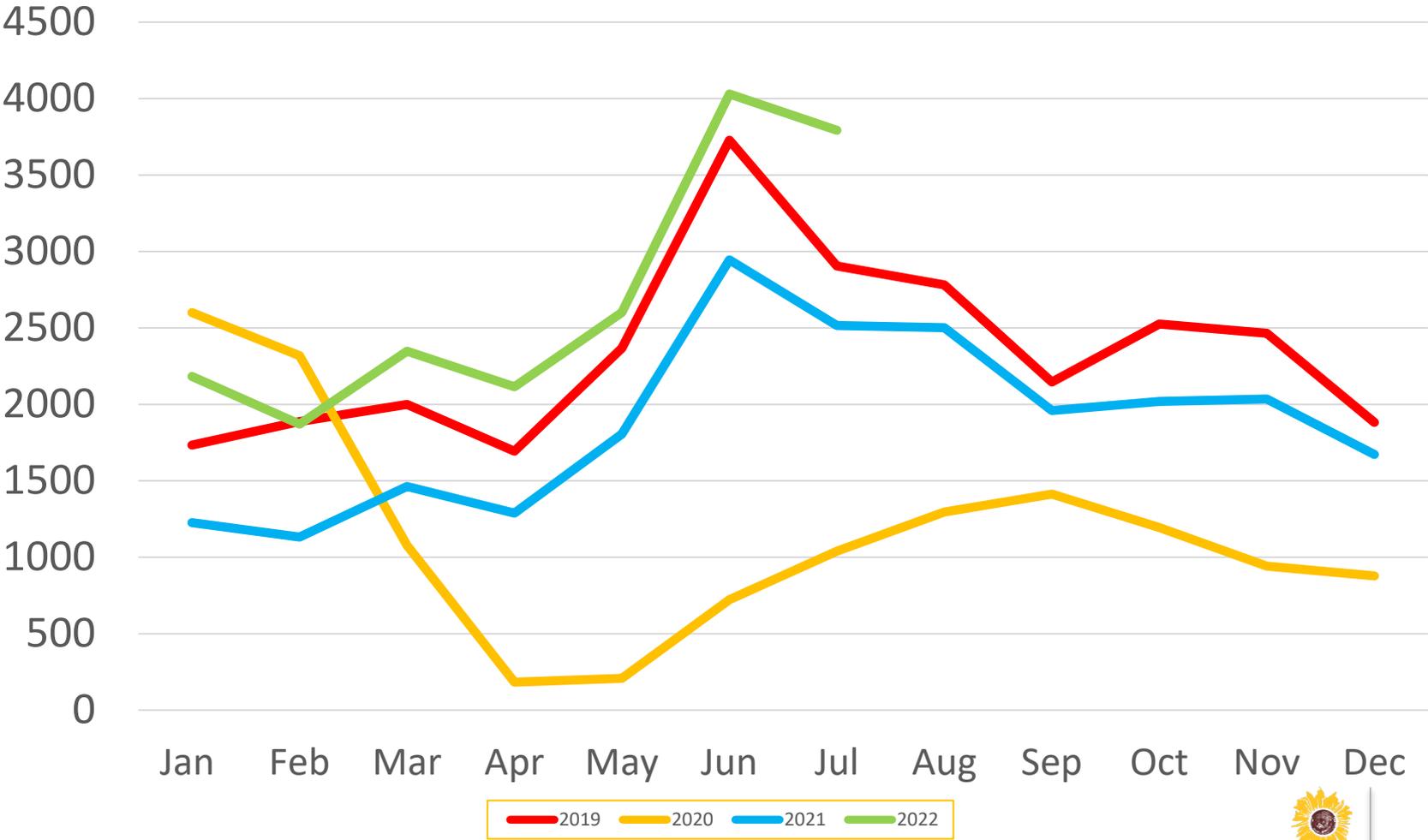


- Guide mailed to approx. 90k households in JoCo in April.
- Additional 100k JoCo households received a postcard with QR code in June.



Library Card Applications

New Library Card Applications



While You're Here...



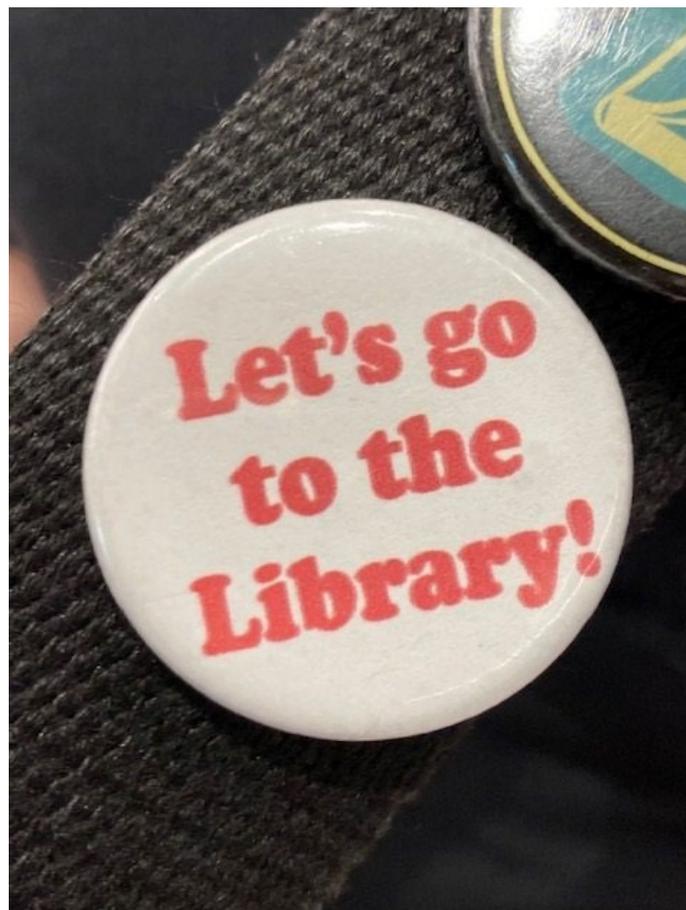
Looking Ahead

Department Initiatives

- The ReSource
- Website refresh
- Discover Your Library refresh
- Patron Point
- New Mover campaign

Ongoing Work

- CLMP and CRP project support
- Branding alignment
- Outreach
- Community input



Antioch Library Replacement Project

Update – August 2022



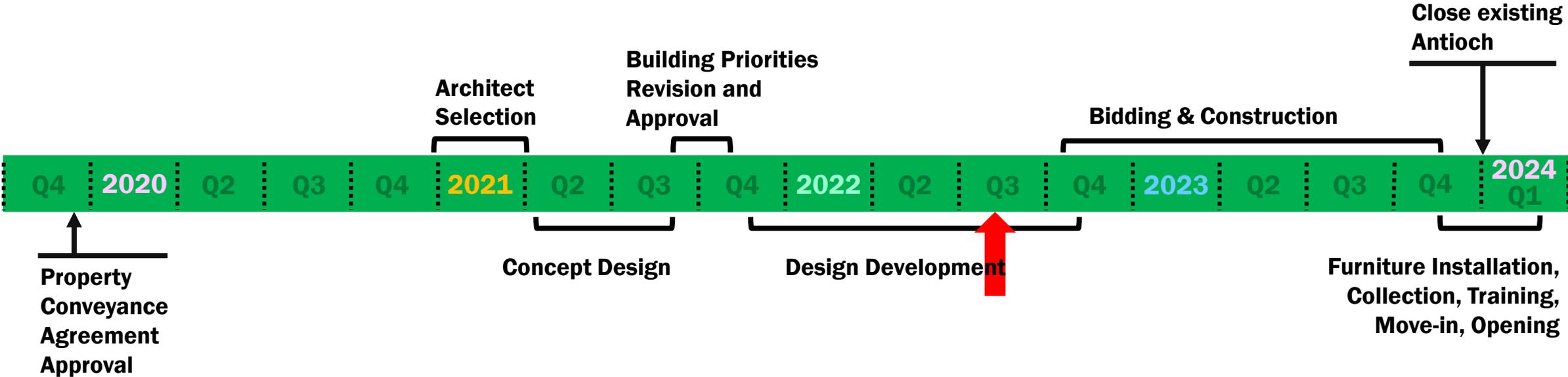
Updates

- Design continues
- City Planning Commission
- Public Art
- Naming Committee
- Next steps



Antioch Replacement:

Anticipated Project Timeline



DeSoto, Spring Hill, and Edgerton Renewal Study

Update – August 2022



Updates

- Context of the CLMP
- Conceptual Design Review - Informational
 - Spring Hill, DeSoto, Edgerton
 - Review of Budget, Anticipated Durations
- Next steps



Next Steps

Aug/Sept:

- Assemble team to develop and vet Expanded Patron Access framework

Fall and after:

- Seek Board direction/approval for these three locations
- Discuss Capital Project Timeline, including these locations
- Revisit location hours concurrent with each building project



DeSoto, Spring Hill, and Edgerton Renewal Study

Final Concepts, Timelines, & Estimates - August 2022

CLARK &
ENERSEN

JOHNSON COUNTY
KANSAS
Library

Staff / Public Engagement Update

- Methods of Information Gathering:
 - Online and paper surveys – over 350 responses, live virtual listening session – March 2022
- High-level trends
 - Desire for wider range of hours
 - Keep access to Popular Collections, Placing Holds & Browsing
 - Desire for collaborative and quiet study spaces
 - Kids area
 - Appreciation for friendly staff

JOHNSON COUNTY Library KANSAS CLARK & ENERSEN

Johnson County Library - De Soto, Spring Hill, and Edgerton Renewal Study

* 1. The focus of this study is on the De Soto, Spring Hill, and Edgerton library locations. Please choose the location with which you are most familiar or have visited most recently.

- De Soto
- Spring Hill
- Edgerton
- I am not familiar with these three branches

* 2. In addition to the branch you selected above, which branch(es) to you regularly visit?

<input type="checkbox"/> Antioch	<input type="checkbox"/> De Soto	<input type="checkbox"/> Monticello
<input type="checkbox"/> Blue Valley	<input type="checkbox"/> Edgerton	<input type="checkbox"/> Oak Park
<input type="checkbox"/> Cedar Roe	<input type="checkbox"/> Gardner	<input type="checkbox"/> Shawnee
<input type="checkbox"/> Central Resource	<input type="checkbox"/> Leawood Pioneer	<input type="checkbox"/> Spring Hill
<input type="checkbox"/> Corinth	<input type="checkbox"/> Lenexa City Center	<input type="checkbox"/> I don't visit any other branches



DeSoto, Spring Hill, Edgerton Renewal Study

Administration Findings, Building Priorities

DESOTO:

1. Study Spaces / Collaborative Patron Spaces
2. Security / Service Desk
3. Public PCs
4. 6 by 6 / Storytime Space
5. Collection
6. Meeting Room / Study Rooms
7. Staff Space
8. Outdoor Space
9. Efficient Circulation Space
10. Convenient Entrance



DeSoto, Spring Hill, Edgerton Renewal Study

Administration Findings, Building Priorities

SPRING HILL:

1. Study Spaces / Collaborative Patron Spaces
2. Security / Service Desk
3. Public PCs
4. 6 by 6 / Storytime Space
5. Collection
6. Meeting Room / Study Rooms.
7. Feasibility of future drive-thru?
8. Staff Space
9. Efficient Circulation Space
10. Outdoor Space
11. Convenient Entrance



DeSoto, Spring Hill, Edgerton Renewal Study

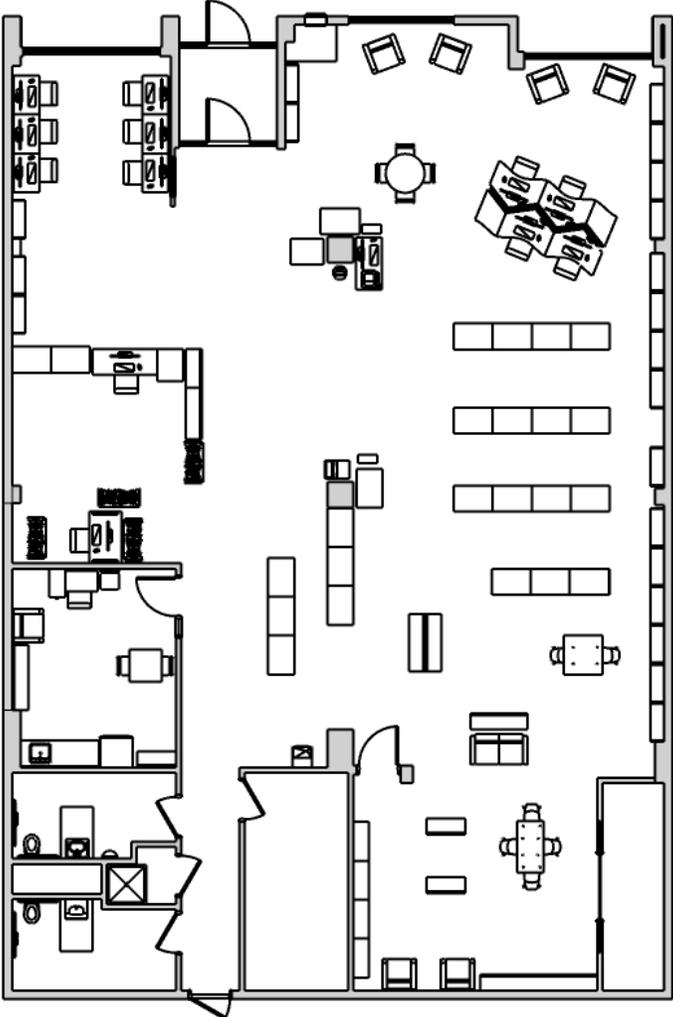
Administration Findings, Building Priorities

EDGERTON:

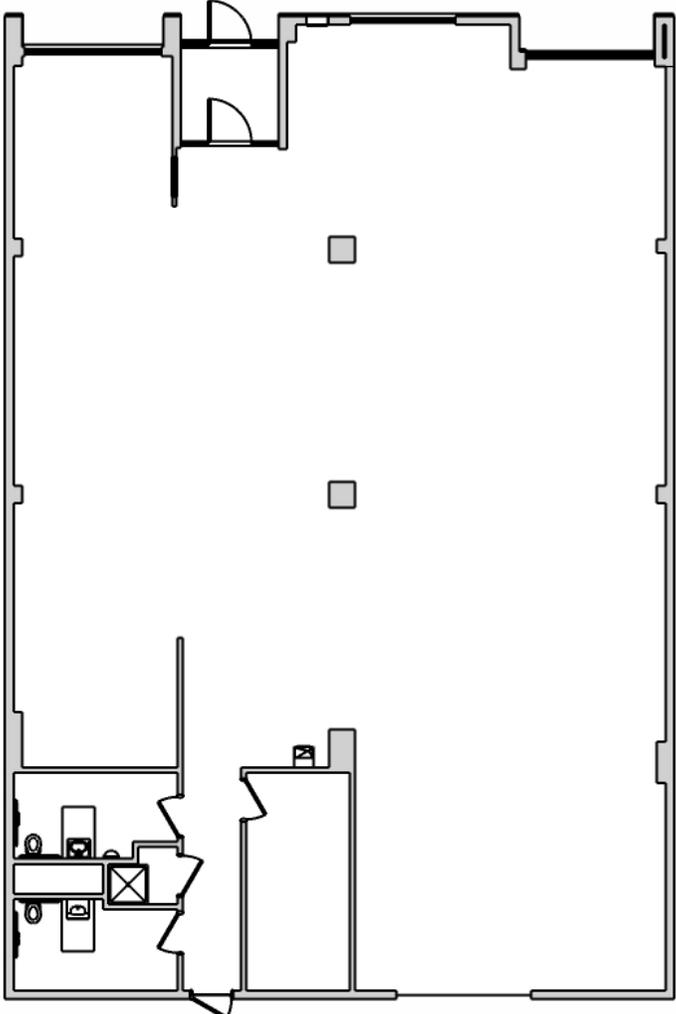
1. Security / Service Desk
2. 6 by 6 / Storytime Space
3. Collection
4. Study Spaces / Collaborative Patron Spaces
5. Meeting Room / Study Rooms.
6. Public PCs
7. Staff Space
8. Outdoor Space
9. Efficient Circulation Space
10. Convenient Entrance



DeSoto Branch – Existing Conditions



DeSoto Branch – Clean Floor Plan



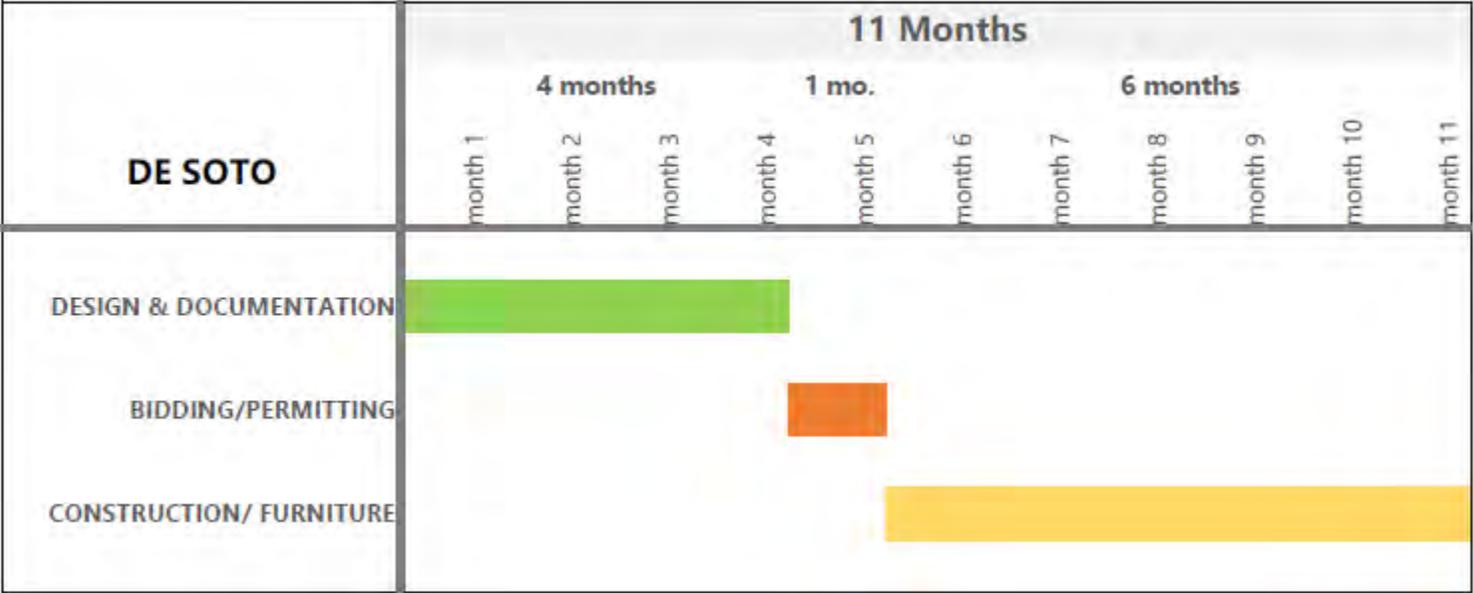
DeSoto Branch – Conceptual Plan



DeSoto Branch – Concept Plan with Site Improvements



DeSoto Branch – Timeline



DeSoto Branch – Opinion of Probable Cost

HEAVY RENOVATION (CORE & SHELL)
NEW CONSTRUCTION (ADDITION)

Total Area: 3,900 SF

RESERVE DOLLARS
+ CRP DOLLARS
+ FURNITURE & SHELVING DOLLARS
TOTAL PROJECT COST

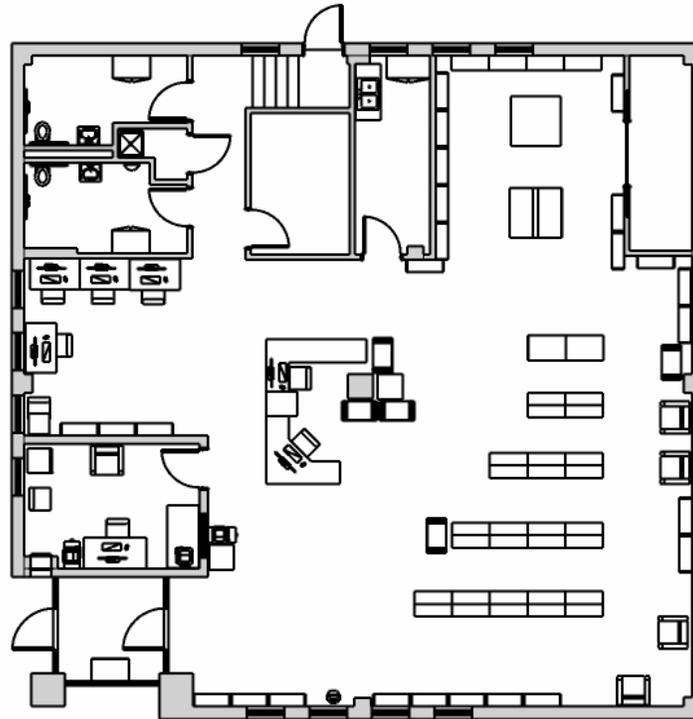
TOTAL PROJECT COST: \$1,390,449*

*Estimates assume 2023 construction costs. Totals will need to be adjusted for escalation on projects with later start dates.

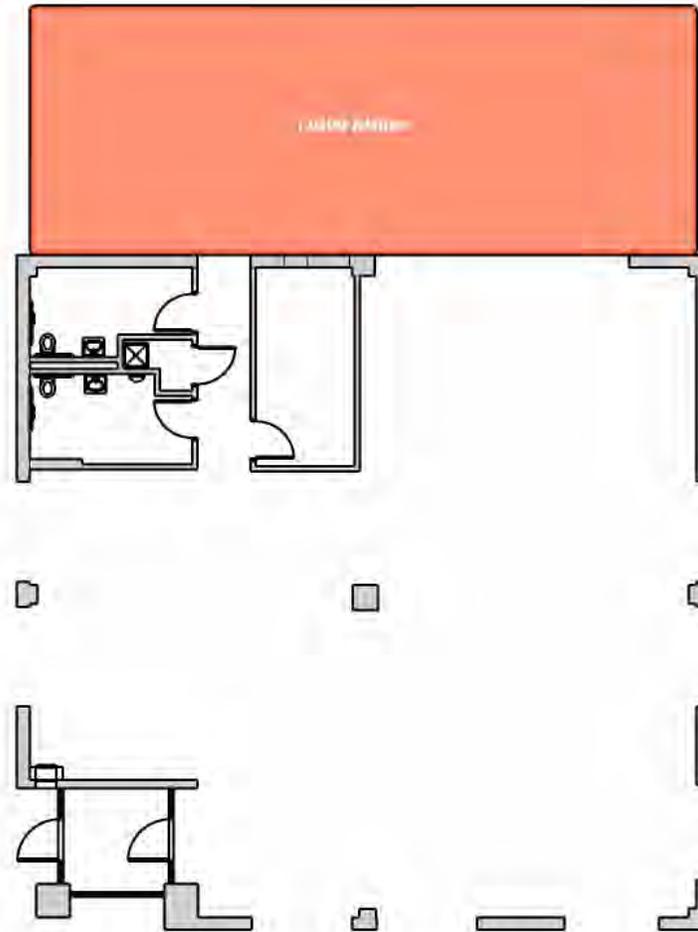
*Cost includes only provisions/pathways/conduit to allow for potential Expanded Patron Access technology.



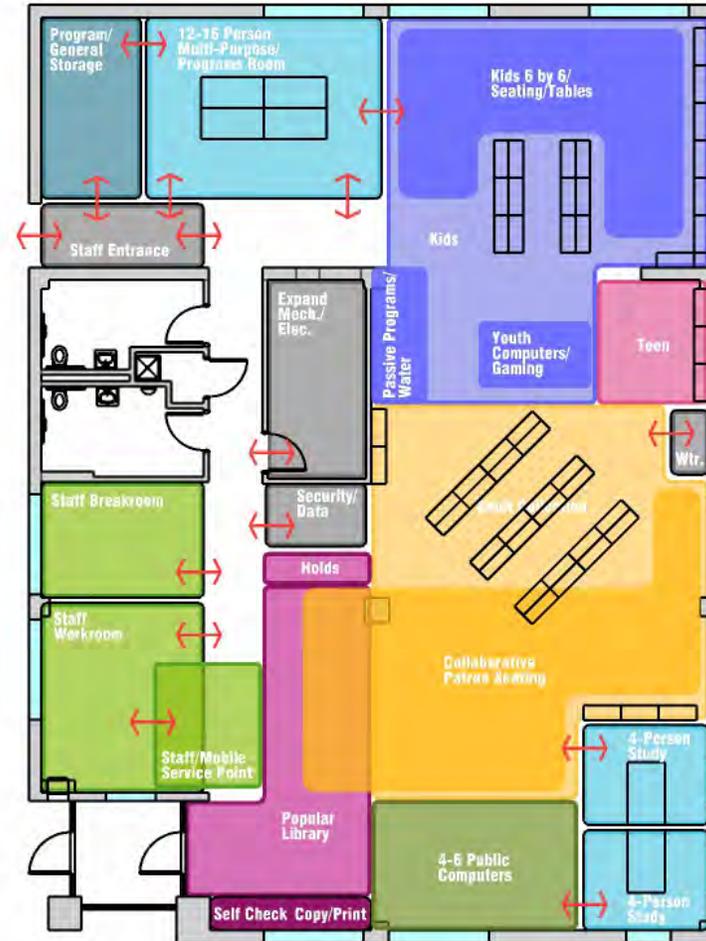
Spring Hill Branch – Existing Conditions



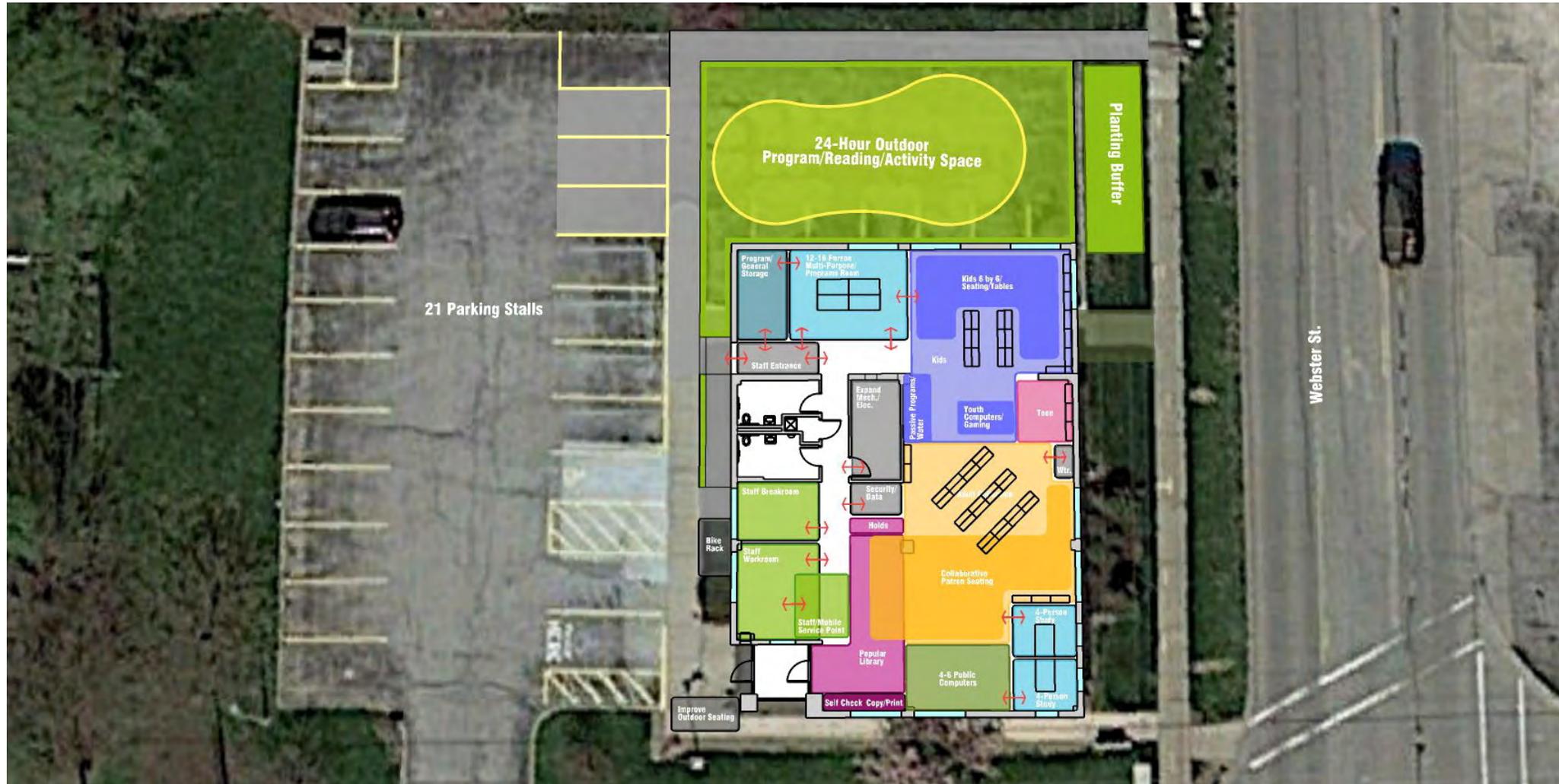
Spring Hill Branch – Clean Floor Plan



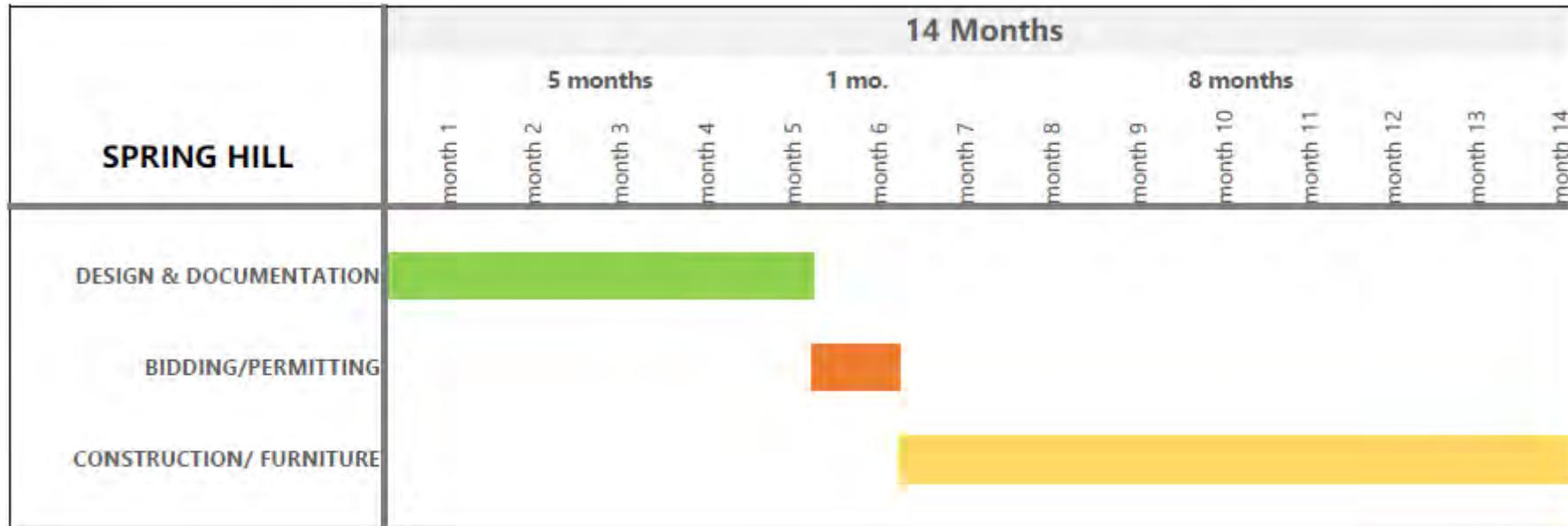
Spring Hill Branch – Conceptual Plan with Addition



Spring Hill Branch – Concept Plan with Site Improvements



Spring Hill Branch - Timeline



Spring Hill Branch – Opinion of Probable Cost

HEAVY RENOVATION (CORE & SHELL)

NEW CONSTRUCTION (ADDITION)

SITE WORK

Renovated Area: 2,790 SF

New Construction Area: 1,000 SF

Total Area: 3,790

RESERVE DOLLARS

+ CRP DOLLARS

+ FURNITURE & SHELVING DOLLARS

TOTAL PROJECT COST

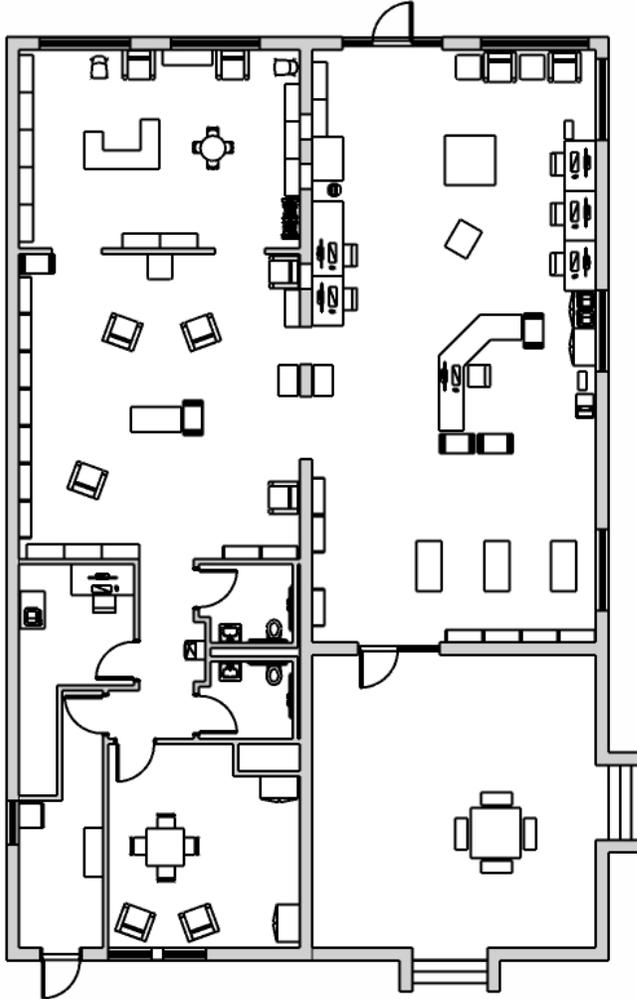
TOTAL PROJECT COST: \$2,660,088*

*Estimates assume 2023 construction costs. Totals will need to be adjusted for escalation on projects with later start dates.

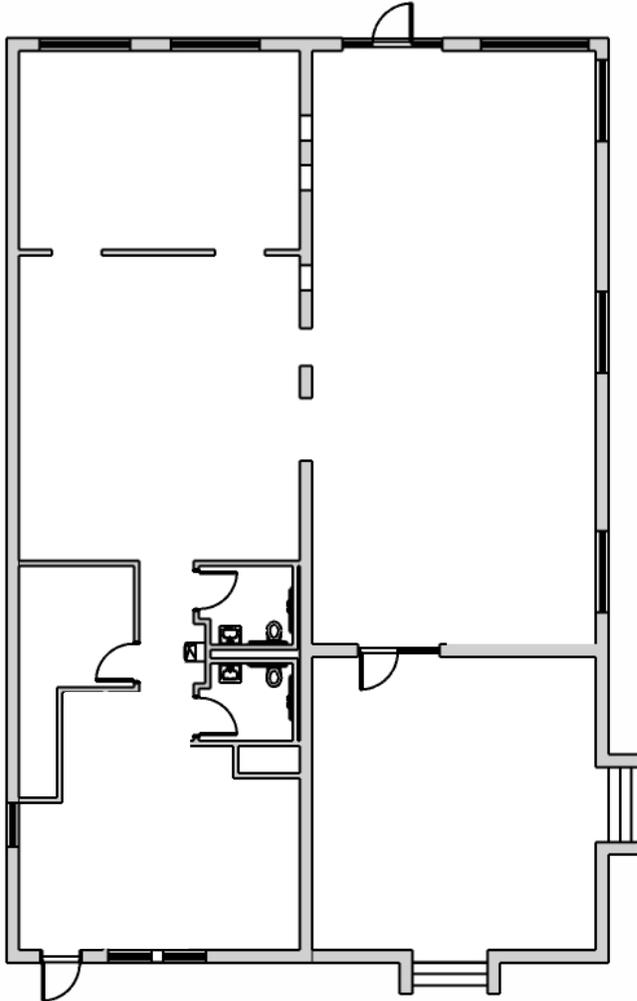
*Cost includes only provisions/pathways/conduit to allow for potential Expanded Patron Access technology.



Edgerton Branch – Existing Conditions



Edgerton Branch - Clean Floor Plan



Edgerton Branch – Conceptual Plan



Edgerton Branch - Timeline



Edgerton Branch – Opinion of Probable Cost

MODERATE RENOVATION (INTERIOR ONLY)
EXTERIOR IMPROVEMENTS

Total Area: 2,980 SF

RESERVE DOLLARS
+ CRP DOLLARS
+ FURNITURE & SHELVING DOLLARS
TOTAL PROJECT COST

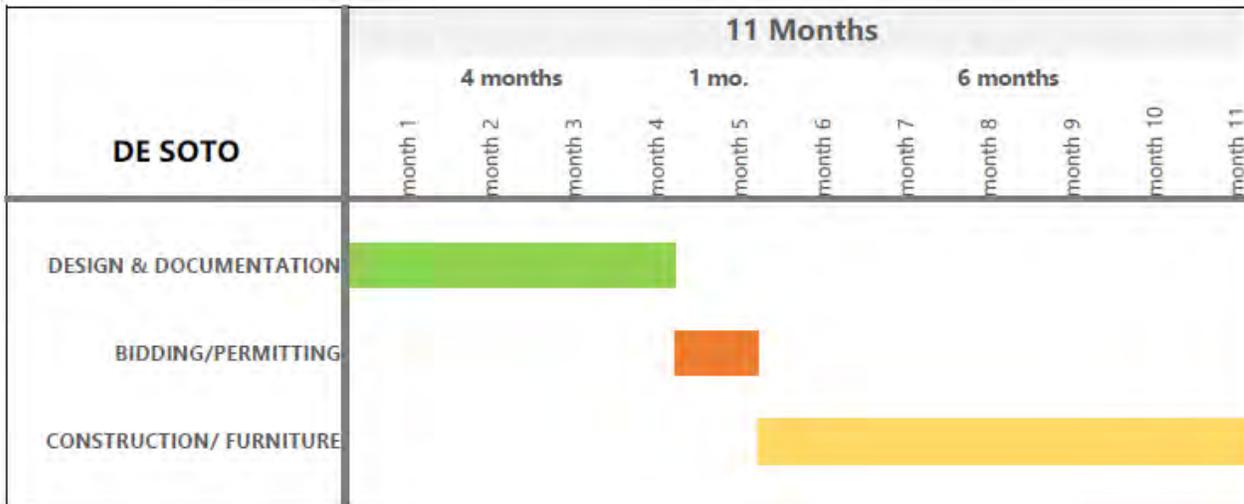
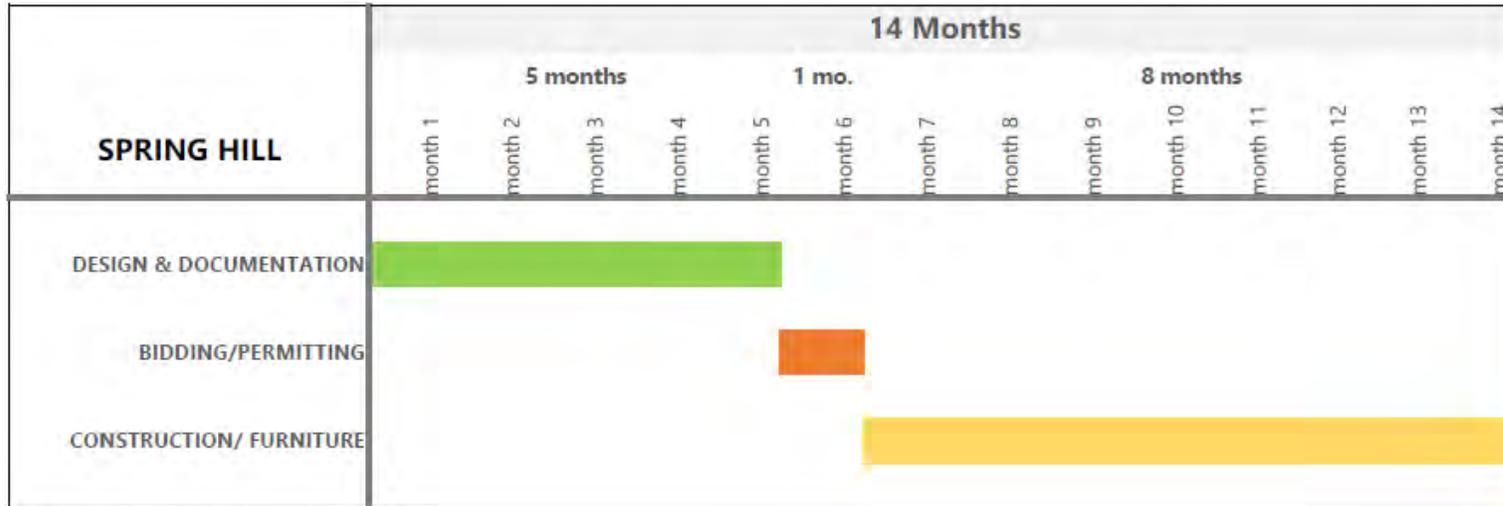
TOTAL PROJECT COST: \$461,029*

*Estimates assume 2023 construction costs. Totals will need to be adjusted for escalation on projects with later start dates.

*Cost includes only provisions/pathways/conduit to allow for potential Expanded Patron Access technology.



Timelines



Opinion of Probable Costs

SPRING HILL

HEAVY RENOVATION (CORE & SHELL)
NEW CONSTRUCTION (ADDITION)
SITE WORK

Renovated Area: 2,790 SF
New Construction: 1,000 SF
Total: 3,790

TOTAL PROJECT COST: \$2,660,088*

DE SOTO

HEAVY RENOVATION (CORE & SHELL)
SITE WORK

Renovated Area: 3,900 SF

TOTAL PROJECT COST: \$1,390,449*

EDGERTON

MODERATE RENOVATION (INTERIOR)
EXTERIOR IMPROVEMENTS

Renovated Area: 2,980 SF

TOTAL PROJECT COST: \$461,029*

*Estimates assume 2023 construction costs. Totals will need to be adjusted for escalation on projects with later start dates.

*Cost includes only provisions/pathways/conduit to allow for potential Expanded Patron Access technology.

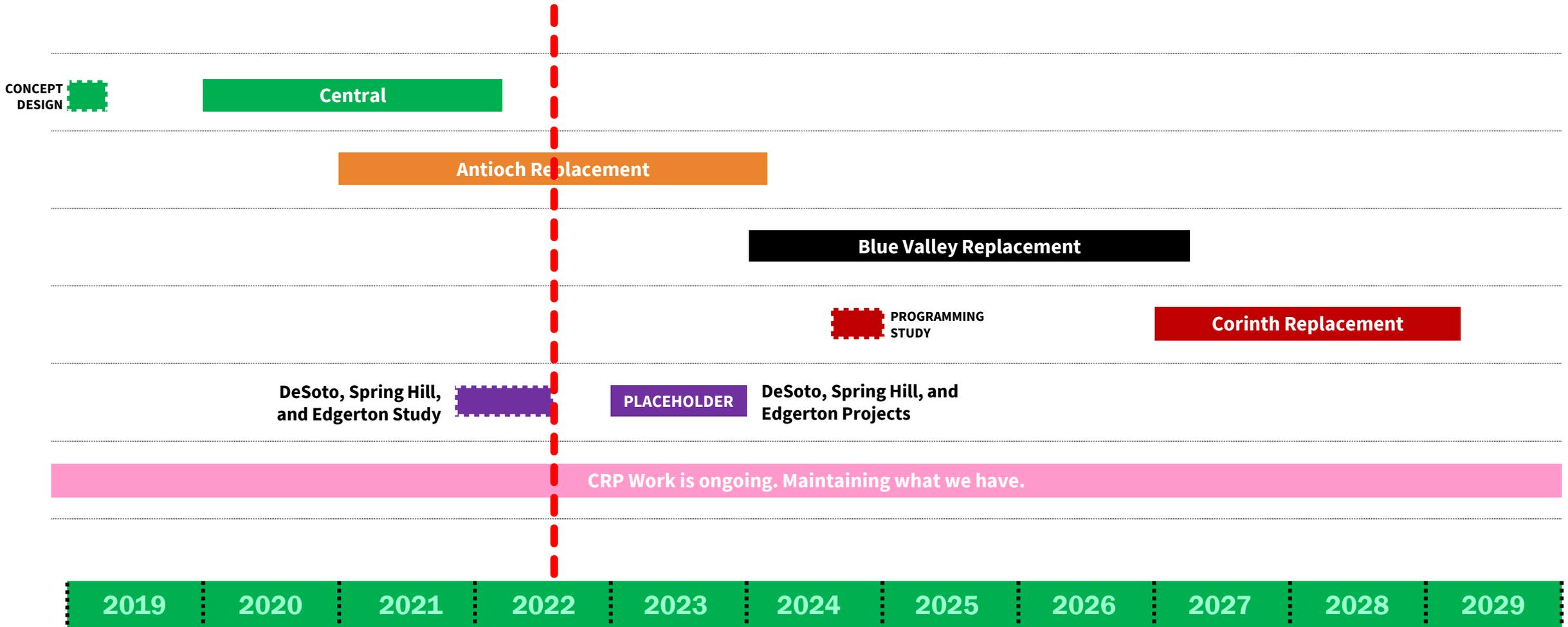


Capital Projects: Timeline Summary

August 2022



Capital Improvement Projects: Anticipated Timeline

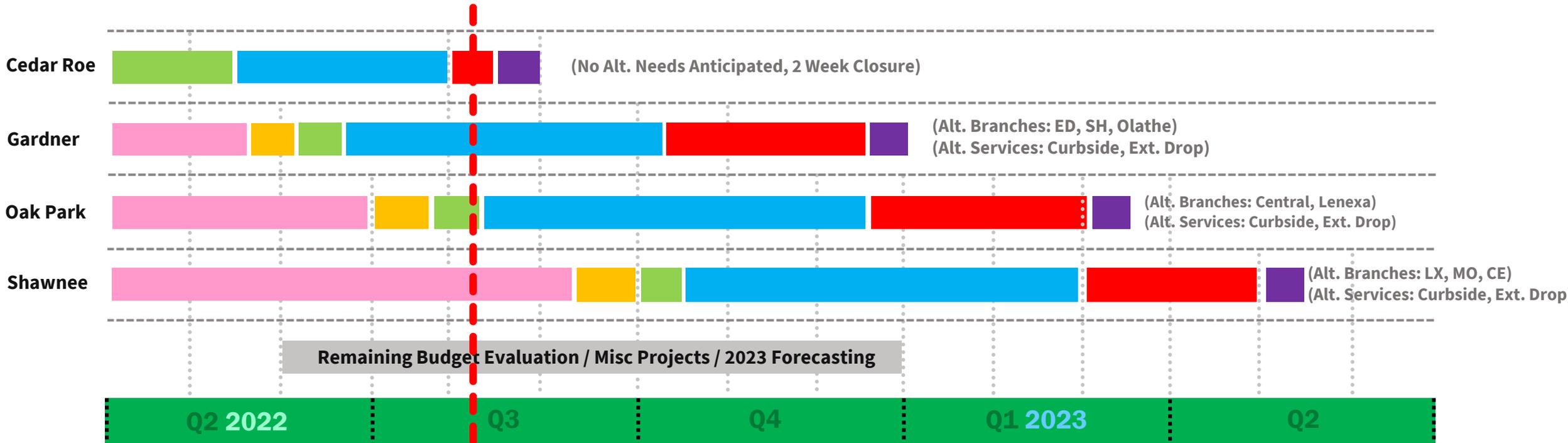


This visual is shown as an illustration with anticipated dates and may change.



2022-2023 CRP Anticipated Timeline (Staggered Closures)

- Proposals / Design
- Bidding
- Contracts / Board Action
- Product/Material Submittals
- Construction / Building Closure
- Substantial Completion / Move-in / Punch List Completion



This visual is shown as an illustration with anticipated dates and may change.



Professional Development Update

Learning & Development



Professional Development Strategy

In order to increase individual professional development, organizational growth and development, and contributions to the profession, **JCL supports attendance** to conferences and external events by JCL staff on an annual basis.

- Why we send people to conferences:
 - Professional development (self-development)
 - Organizational development (how to support JCL in more ways)
 - Contributions to the profession (leading committees, presenting)
 - All of these help our staff provide the best customer service we can for our patrons
- Types of events covered in this strategy:
 - In-person and Virtual Conferences (events sponsored by professional associations, special topic groups, and vendors)
 - Local or Virtual Events (workshops, seminars, speakers, networking, webinars)
 - External classes (certifications, continuing education, Microsoft, professional certification credits)



Statistics for Conferences 2022

- ***77** JCL employees scheduled
- **35** distinct conferences
 - ALA – American Library Association
 - PLA – Public Library Association
 - KLA – Kansas Library Association
 - Drupalcon – Software Conference
 - ATD – Association of Talent Development
 - Project Management Institute Conference
 - COSUGI – Customers of SirsiDynix Users Group, Inc

- *Scheduled for a full conference, does not include presenters at conferences for a day



ALA 2022 Presentation: Break Through an Organizational Legacy Structure that is No Longer Working

- **Presenters:** Michelle Olsen, Dev Tillotson, Lisa Jordan, and Kristen Holdman-Ross
- **Topic:** Circulation Coordination Team, a coordinated management team that has been operating at JCL since 2018
- **Huge Success:** Standing room only & highly engaged in the presentation and questions after
- **Achieved Goals:** Personal/Career development & representing JCL on a national level
- **Grateful:** For the support of Administration & Library Board



Upcoming Presentation Opportunities

- Kansas Library Association
 - Don't Overwhelm Me! Strategically Building a 90 Day Plan
 - How We Responded to Intellectual Freedom Challenges
 - Mistakes I've Made...Evaluate and Improve with a Plus/Delta
 - Community Matters Book Club
 - Break Through a Legacy Organizational Structure that is No Longer Working
- Amigos Library Services: Materials on the Move
 - Managing a Floating Collection



Hours Study Review

Jennifer Mahnken – Interim Deputy County Librarian



Hours Study Time line - 2014

January - August
Gather Data

October - Present to
Board

Dec - Board
passes change

Hours took
effect April 1,
2015



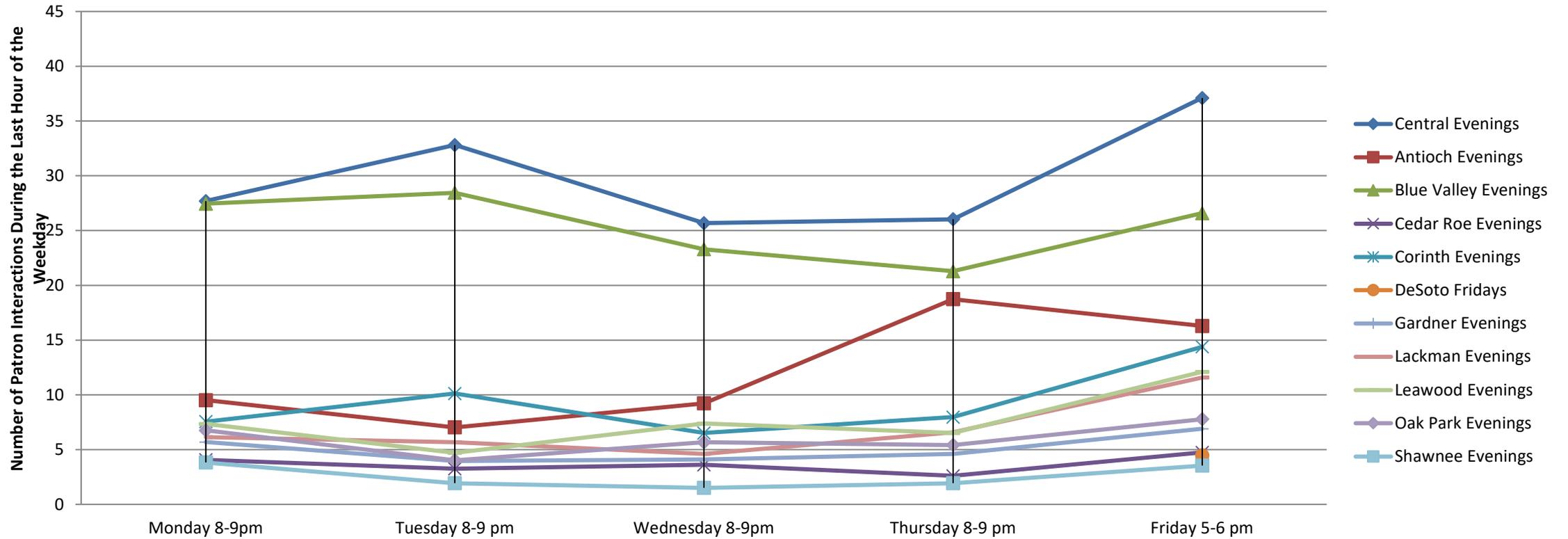
Data and Statistics

- Other Metro Library hours
- Number of transactions between 8 and 9 p.m.
- Number of transactions between 9 and 10 a.m. at Central
- Number of computer sessions in the evening
- Door counts in the evenings
- Convenience - Considered programming and holds pick ups
- Staffing and facilities costs if hours added



Average number of patron interactions

January 2 through August 8 - Gimlet Data, Patron Side



*branches not open after 8 Monday-Thursday or after 5 on Friday not included



Data Summaries

- From the previous slide you can see most locations had less than 10 interactions in the last hour open.
- Data showed a steady decline in patron usage of the building from noon on, with the lowest usage times being after dinner
- Very few computer users after 8 p.m.
- Staff costs – approximately \$158,000 per year for 33 staff (avg. \$24.00/hr)
- Additional building costs – HVAC and lighting



**MINUTES JOHNSON COUNTY LIBRARY BOARD
REGULAR MEETING**

July 14, 2022
at Central Resource Library
4:00 p.m.

BOARD: Bethany Griffith, Brandy Butcher, David Sims, Kelly Kilgore, and Mitra Templin

ABSENT: Ali Seeling, JR Riley, and Jeffrey Mendoza

BOARD ATTORNEY: Fred and Andrew Logan

BOCC: Commissioner Hanzlick

STAFF: (All JCL, FAC staff) Adam Wathen, David Vratny, Laura Hunt, Patti Kangethe, Scott Sime, Stephanie Stollsteimer, Tricia Suellentrop, Juan Lopez-Tamez, Shanta Dickerson, Michelle Beesley, Abby Mencanin, Angel Tucker, Joseph Keehn, Kate McNair, Anna Madrigal, Sungchan Cho, Joseph Lamendola, Tina Lenz, Melissa Neumann, Tafere “Taf” Masresha, Manuel “Manny” Davila-Huizar, Hong Zhai, Jamal Lang, and Monya Franklin.

Board Chair David Sims called the meeting to order at 4:00 p.m.

CITIZENS COMMENTS: None

REMARKS FROM THE LIBRARY BOARD OF DIRECTORS:

Board Chair David Sims welcomed everyone and the current class of new employees.

Kelly Kilgore remarked that she had a great experience at the 2022 American Library Association (ALA) Conference in DC. She was able to learn more about the inner workings of the library, attend the presentation given by Johnson County Library staff with good engagement, and brought back a few books. Ms. Kilgore is eager to continue to learn more.

Bethany Griffith remarked that she is thankful that conferences are happening again and that staffers can show off how awesome our library is. She also welcomed Tricia Suellentrop to her first full meeting as County Librarian and the new employees to the library.

Board Chair Sims remarked that he is currently finishing reading the Hungry Games series, which he purchased from the Friends of the Library and that he will be looking to re-donate soon.

DEVELOPMENT DEPARTMENT

FRIENDS OF THE LIBRARY:

Shanta Dickerson, Friends of the Library Operation Manager, presented on behalf of the Executive Committee of the Friends of the Library. Their written report is included in the July Library Board Report.

Staff Retreat

Staff met for an afternoon retreat on Friday, June 17 to spend a rare moment of uninterrupted time together, enjoy lunch and conversation, and level set. We discussed our collective sense of “Why” and purpose, priorities, and projects.

Board Service Recruitment

Looking for 2 Friends board nomination to serve at least one 3-year term and could be renewed for a second term. Recruitment priorities this year include identifying members who are passionate about the work of Johnson County Library, will serve as active advocates and ambassadors for our organization, and be fearless fundraisers to support substantial growth of our network of dues-paying members. If you think you know someone who would be a perfect fit for this role, direct them to our recruitment page at <https://www.friendsofjcl.org/page/friends-board> for additional information.

News

Ms. Dickerson accepted the resignation of long-time Friends Bookstore Manager, Becky Epperson, effective July 19th, 2022. The Friends Board voted to close the bookstores at the Antioch and Blue Valley libraries and last day of business will be July 30th, 2022. The sales at these stores have continued to lag far behind pre-pandemic levels, so we are making this difficult decision to focus resources. The Pine Ridge pop-up sales will be expanding from bi-monthly to weekly pop-up sales every Saturday except major holidays. We will also be expanding the time to 11:30am to 5:00pm, for anyone who would like to come. Change is hard and the best changes are the most difficult, we are excited to lead the Friends into its next chapter with continued foresight and strategic thinking and adaptability to remain a strong support arm of Johnson County Library for an additional 65 years and beyond.

If you're not a member, please join us at <https://www.joinjclfriends.org/> and we will look forward to seeing you at our next sale.

JOHNSON COUNTY LIBRARY FOUNDATION:

Stephanie Stollsteimer, Development / Foundation Director, presented on behalf of the Johnson County Library Foundation. The written report is included in the July Library Board Report.

June Grant Reporting

Ms. Stollsteimer recognized two relatively complex grants that the Foundation applied, received, and executed on in 2021. One grant was from the Ewing Marion Kauffman Foundation for Race Project KC and online programming, and the other grant was from Black & Veatch for the MakerSpace. In June we reported on these grants and a special thanks go to all the staff members who track the outputs, outcomes, dollars, and tell the story of the programs and how they benefit Library patrons.

Library Lets Loose Report

Planning is in full swing for this event; Saturday, September 17, 6:30-10 p.m. Ms. Stollsteimer shared some of the great packages that will be raffled off with any gift of \$100 or more including a trip to Costa Rica., a trip to Lake Tahoe, and a cool experience called a 'Conversation with Steve Kraski and Candace Millard' that will be hosted at the home of Carol and Fred Logan. Stay tuned for the other things that you can win if you donate \$100.

New Board Members

The Foundation Board has four new members and although orientation does not typically take place in the middle of the year, we are taking the opportunity to orient Pete Barth who is from Black &

Veatch, Mark Berdalski from Gardner, Lisa Jones from Shawnee, and Lisa Larsen Bernell from Shawnee as well.

Volunteers

Last year library volunteers were handing out COVID tests and materials to inform patrons about vaccinations. This year we have 463 volunteers who are in a variety of placements including circulation, English language learning and citizenship classes, Friends book sorting and sales, and Library Lets Loose.

Don't forget to go to libraryletsloose.org and you can see all about our special event.

COUNTY COMMISSIONER REPORT:

Commissioner Hanzlick shared that the Board of County Commissioners (BOCC) will be holding a public hearing on the proposed 2023 budget on August 22nd at 6pm. This proposed budget includes a 1mil rollback, which is the largest in the past nearly 20 years.

August 2nd is the primary election; there are many important issues on that ballot. This is a four-way primary for the BOCC Chair position. Chair Ed Eilert is retiring after 12 years and there are four candidates running for the primary for that position. She also encouraged everybody who wants to know more about those candidates to go to JOCOVotes.com.

Big news for Johnson County, Panasonic plant will be coming to De Soto at the old Sunflower Ammunition plant. This is a major game changer for our community and will bring a four-billion-dollar investment to Kansas.

Commissioner Hanzlick shared that she currently has some light summer reading, Michael Connelly's *The Dark Hours*. This series is about a Detective Hieronymus "Harry" Bosch and has been adapted to a Netflix series called Bosch.

Ms. Griffith shared that the author also sells T-shirts that raise money for the families of fallen officers and has one of Harry's taglines "Everyone Counts, or No One Counts." Also shared that she enjoys this series and other series from the same author, as they remind her of the L.A. that she grew up in.

BOARD COUNSEL REPORT

Fred Logan, Board co-counsel, reported on the Public Building Commission bond sales and lease agreement, and petitioning zones at the library.

Mr. Logan explained that the Public Building Commission bond sales and lease agreement are the means by which the Library funds major capital improvements. Central Resource Library was acquired through a vote of Johnson County voters in 1992; the Library had the authority to place a bond issue on the ballot with the approval of the BOCC. Since then, the legislature created a Public Building Commission opportunity. The BOCC sits as the Public Building Commission, and they can issue bonds for capital improvements. This has proved to be a flexible and effective financial tool for major capital improvements in this County. The way that the Public Building Commission process works is that there is a lease agreement between the Public Building Commission and Library, and the Library retains ownership. Once the bonds are paid off, the lease agreements are extinguished. Thirteen of the fourteen Library facilities are under the name of the Board of Directors of the Johnson County Library. Edgerton Library is in a leased space, so that does not apply there.

Mr. Logan then shared that there are two proposed changes to library regulations regarding petitioning zones. This is because by regulation, the Library Board approves areas where people who want to get out and protest or have their voices heard by carrying signs and demonstrating can do that. The problem is that we have some facilities now where it might be very difficult to accommodate that, but only on election days. State statute, KSA 25-2430 specifies a set distance that must be kept between any petitioners and the voting area. At a couple of our facilities there may be a challenge to obtain that minimum distance. So, on election days we may not be able to accommodate it, or we may be able to move the area to a different area.

Ms. Templin asked if the distance applies to just the voting booths as well as ballot boxes. Mr. Logan clarified that this applies to the voting area on election day, not ballot boxes.

Mr. Logan shared that something that will come up for a vote later in the meeting is the Merriam property addendum. We received the title report after the board packet was completed on Friday and we saw that the title insurance company wanted to see a board resolution. So, what we have done is prepare, e-mail, and have in front of you the resolution by which the board would approve the property conveyance agreement. We have done this to meet the requirements of the title insurance company. This is like a motion to approve the agreement; it is just called a resolution. This resolution will identify who can sign future documents, which after these initial documents will be signed by our Board Chair, but then in the future we will have some construction documents that the County Librarian will be able to execute.

COUNTY LIBRARIAN REPORT

Finance Report

Dave Vratny, Finance Director, presented the financial report to the Board, this report is included in the July Board Report.

The end of May we were approximately 42% through the 2022 year, with a little over \$23.8 million, about 54% of projected revenues, on target for where we expect to be at this time of year. Expenses show at about \$20.7 million, 47% of our budget encumbered, which also on track with previous years, as we factor out the collection and interfund transfers we are closer to 41% and within parameters for this time of year.

Statistics

Adam Wathen, Associate Director of Systemwide Services, presented the Monthly Report of Statistics, this report is included in the July Board Report.

Mr. Wathen reviewed the monthly statistical report, including a correction that the 3-year digital usage trend does not bottom out in May. The three-year physical circulation and digital usage trends are pacing as expected with previous years. In May we had Axis 360 and we stopped taking holds in Axis 360, so we will be excited to show the first numbers from Libby next month.

Anna Madrigal, Branch Manager at Shawnee and Cedar Row, presented the Branch Trends report to the Board. This report is included in the July Board Report.

Reviewing a 4-year trend of circulation by branch, including a slight down trend at most branches in 2019 and a severe downturn in 2020. In 2018 Monticello opened in western Shawnee and the effect of that opening can be seen in a drop in circulation in 2019 at Shawnee branch. Reviewing visits by

branch you can see that 2020 is significantly down from previous years while in 2021 we saw an increase in visitation at most branches. Central Resource Library saw a decrease in visits due to the Central Building Upgrade.

Ms. Madrigal then reviewed the demand versus labor, by looking at circulations and visitations together and divided by the staffing levels at each branch. Next, she reviewed curbside service, which is new service started in early 2021. You can see that Cedar Roe had an impressive 12% of their annual circulation serviced through curbside last year due to the branch being closed for over two months across April, May, and June for HVAC updates. Drive-thru visits is still relatively new data, as that service was started three years ago. 2020 brought a heavy increase in drive-thru visits across the board.

Ms. Madrigal then reviewed the cardholder usage within the last 3 years. Blue Valley has a very high number of active users, for example. Over the pandemic, we saw a decline in users overall, but in 2021 we have maintained. In 2019, we did do a clean-up of data in the system that might explain that unusual spike at Central that year. Another thing to keep in mind is that some households contain parents and children with everybody having a card, which is great, but when looking at that chart, the 36% in blue is probably more like 28% when adjusted for active households.

Reviewing computer usage in branches showed that the average number of computer sessions per visitor at each branch and the average number of sessions per computer. Central expects the most computer use with about one use in every four visits, or about 25% of visits there include computer usage. We see about 15% usage at Antioch, De Soto, and Cedar Roe, with 5-10% at the other branches. Lastly Ms. Madrigal reported on total meeting room bookings over three years by branch. While most branches immediately saw an uptick in usage after re-opening from COVID closures, the construction at Central kept the meeting rooms closed, thus the decrease in usage displayed there. We should continue to see usage rise across this year as more community groups return to in-person meetings.

Ms. Templin asked what "Clean-up of data" meant.

Mr. Wathen clarified that we generally keep any use in the past 3 year on the roll and 2019 we purged catalog rolls of anyone who has not used any services within 3 years. Central was impacted more heavily because that is where we have done the majority of our Library Card testing.

Ms. Kilgore asked if downloading an e-book would be counted as an active user.

Mr. Wathen clarified that yes that counts. Also, to answer a question from June, drive thru holds pick-ups are being counted in our circulation use.

Commissioner Hanzlick asked when story times would return fully back to in-person.

Mr. Wathen explained that we have been pacing the return to full in-person programming, partially because we are also maintaining online programming. So, there is a staffing necessary to maintain both of those services.

We just started our in-person story times again this week and are looking forward to rolling out more in-person programs this Summer and Fall, in a strategic and sustainable way.

Elissa Andre commented that the library will be posting dates for in-person story times in August and in the Fall guide.

Board Chair Sims asked about meeting rooms at Blue Valley.

Mr. Wathen clarified that there are 3 meeting rooms at Blue Valley, two small and one larger meeting room.

Board Chair Sims asked about the continued need there, referencing their percent of use.

Mr. Wathen added that we are continuing to watch those statistics and considering that when doing building projects.

Board Chair Sims asked if there is a reason that meeting times can only be reserved 24 hours in advance.

Mr. Wathen explained that is due to some libraries not having technology to show the reservations in real-time, but still printing the meeting schedule the morning of each day. So, there is a balance between allowing patrons to book rooms when needed and being able to post those reservations. If a meeting space is open someone can use that space on a first come basis.

Ms. Templin expressed that it is very important to allow patrons that come into branches to continue to be able to see who has reserved spaces and meeting spaces that are open.

Ms. Griffith asked if it is about technology could the 24-hr. booking restraint only be kept at branches that do not have the technology to digitally show bookings.

Mr. Wathen clarified that there are technology solutions that may be able to allow a different practice, but we also try to be consistent across all the branches.

Board Chair Sims expressed that it would make sense to look at offering more booking options for buildings that have available technology.

Mr. Wathen expressed that he would bring that back to IT and branch staff to review.

Commissioner Hanzlick asked for clarification on Blue Valley and Oak Park had the largest visitation during 2021 and those numbers were very similar to one another.

Mr. Wathen confirmed that this is correct. We saw many patrons visit Oak Park the Central renovation and closing.

COMPREHENSIVE LIBRARY MASTER PLAN

Scott Sime, Project Coordinator, presented on the Comprehensive Library Maser Plan, these reports are included in the July Board Report.

Antioch Replacement Project

Mr. Sime reported the status of the Antioch Replacement Project and what is coming next. This information is a part of the July Board Report.

We are in the final phase of design, construction documents, and we will have some action items for Antioch later in the agenda. Legal agreements for the Antioch Replacement will go on to the City of Merriam for approvals in late July and on to BOCC in August.

Mr. Sime reviewed the timeline for this project, which has no changes from last meeting.

DeSoto, Spring Hill and Edgerton Renewal Study

Mr. Sime reported on the public input and findings from the study, this information is included in the July Board Report.

Conceptual Design is being developed with Clark and Emerson. We are currently planning meetings with these Cities and looking to share those designs with the board next month.

Last change to hours of operation was approved in 2015, at that time we did not need to make any changes to these three locations. As each project
We are wanting to match the staffing to the busiest time

Ms. Templin asked how we would know if patrons would like to use different house if we are studying the usage within the hours that we are open.

Mr. Sime clarified that we would not need to study the hours that we are currently open but would want to study the hours that the community wants to use the library.

Ms. Templin asked if that is done through a community survey.

Ms. Suellentrop explained that in 2015 part of the survey was counting how many people were waiting outside and how many were still at the building when closing, in addition to conversation and surveys with the community.

Ms. Templin asked if the announcement about the 4-billion-dollar project in De Soto and if that will change the approach to that project.

Mr. Sime confirmed that staff are starting to discuss that and have not determined how that development will affect this project.

Board Chair Sims also confirmed that this is a good time to think how we approach this and if we need to delay gathering more information on future need.

Commission Hanzlick commented that others are likely considering this as well and the library may be meet with others to bring all those concerns together.

Board Chair Sims noted that staff is meeting with De Soto soon and may be able to start those discussions.

Ms. Templin noted that she would like to take part if inputs is needed for this group.

Mr. Sime explained that building liaisons typically start at the design and construction timeline and it is still early for that. The idea is to have this be phased work and maybe we do not start with De Soto first

Ms. Templin cautioned the library to delaying work on De Soto branch, since it needs attention.

Board Chair Sims clarified that he was invited to the meeting with De Soto as the Board Chair and asked if Ms. Templin would like to attend.

Ms. Templin accepted that invitation to attend.

Mr. Sime reviewed expanded patron access concepts. There are other services that have open hours without staffing, gyms, ATMs, grocery stores, college libraries. Would like to bring more information and technology back to the board to discuss this. Mr. Sime reviewed next steps for this study.

Overall Timeline

The Capital Improvement Plan (CIP) timeline and Capital Replacement Plan (CRP) 2022 timeline are included in the July Board Report.

There are some updates to the CRP timelines; Oak Park and Shawnee are slipping a little into 2023 based on lead-time for the projects and materials.

UPDATES – Tricia Suellentrop, County Librarian

Ms. **Tricia Suellentrop**, County Librarian, reported to the Board.

Strategic Update

Jen Mahnken, Interim Deputy Librarian reported the triannual strategic update, this report is included in the July Board Report.

Reviewed key performance indicators (KPI) and how the staff continued to strive for the strategic vision of library in all that we do.

Education transitioned from Axis360 to Libby, staff attended conferences, program planning,

Community included preferred name
Convenience
Communication
Operations

The education KPI strives to create inclusive and welcoming environments that spark curiosity and learning as its vision statement. There are several examples of the work that fall under this KPI; successfully transitioned from Axis 360 to Libby, staff attended conferences in-person and virtually, staff have continued to work on program planning and transitioning some of those programs back to in-person, the Makerspace reopened to the public, we hosted our annual teenzine reception this year, we have continued to host other programs virtually, and our readers advisory librarian and his team hosted several training sessions.

Community is our next KPI, and our strategic vision is to off neutral spaces and opportunities where all voices are equal, and connections are forged. We had several staff prep for a presentation at the American Library Annual conference this year, staff implemented a preferred name category when patrons register for new library cards, we reopened Central, Friends started their pop-up sales at their Pine Ridge Center, there were a couple of Foundation events this first trimester and we have added 19 new volunteers in the first trimester.

The Convenience KPI stats that we strive to deliver services and materials how, when, and where patrons want. Our facilities crew has been working very hard despite supply chain issues to stay on track with maintenance and updating, drive-thru and curbside services saw an increase, our staff shelved over 1.5 million items, we continue to do the study on the De Soto, Edgerton and Spring Hill refresh, select staff have been working on the MOU with Olathe to bring it up-to-date, we are partnering with the Department of Health and Environment to provide free COVID test kits to the public, our inner library loan department is worked on upgrading software and reviewing procedures, and we are accepting book donations at seven locations to date.

The strategic vision for communication is to listen and to share information with all, building strong connections and relationships. We have launched the discover your library campaign, the summer guide listing all our activities and other communication about the library was mailed to 90,000 households, I.T. and web folks have been working on refreshing the navigation of the website, we are preparing to launch Patron Point, and our internal communication team has been working tirelessly to communicate to staff about all the projects that have been going on.

Finally, our operations vision is that all library staff collaborate and coordinate to create efficient procedures and processes that provide exceptional customer service. Lots of our work falls under this KPI, but here are some of the highlights. The final budget for fiscal year 2023 was recently presented to the BOCC, we are working on upgrading physical security at many branches, staff received a refresh training on cybersecurity, staff are working on a project to make our merit assignment process go smoother, disk buffers were introduced at many branches, a project team is working on upgrading our intranet site, moving to a new platform, managers have been working on revising our reaffirming their strategic plan goals for our next plan, and, admin has been working on a staff and structure reorganization project.

Prairie Village

Corinth Library Meeting Update, Tricia Suellentrop, County Librarian, reported on a meeting that occurred with Prairie Village.

The Library Board Chair, Commissioner Fast, the Assistant County Manager, Mayor of Prairie Village, City Manager, two of their City Council Members, legal counsel and several library staff attended this meeting.

Everyone agrees that everyone wants a new building in Prairie Village, so that is a great start to the meeting.

There are several considerations as far as the site, the cost of land, or a donation of land or if we purchase land. And then the other consideration for the board that will come in October at your retreat is prioritizing the remaining projects. Prairie Village is very interested and enthusiastic about starting that Corinth project quickly, and we also have Overland Park that we have been working with. Currently we have a study planned for Corinth Replacement in 2024 and building a couple years after that.

Ms. Griffith asked for Tricia to explain why this is not discussed as being work on Corinth and Blue Valley at the same time.

Ms. Suellentrop clarified that doing two projects at a time has a lot of risks. We have experienced two project close to each other with Monticello and Lenexa, which gives us a sense the capacity needed from library staff and from our County Facilities partners. We also enjoy building a building and then learning lessons from that construction, architect, and moving in. If it is the desire of the board to do both of those projects at the same time, that would be a discussion of staffing and financial planning. Ms. Griffith explained that she is aware that there could be significant implications to having two projects at once.

Ms. Suellentrop reviewed that the City of Prairie Village had a survey in 2019 that included information about the City, the library, and the YMCA. The city is looking at redoing this survey, the previous feedback from the community about the library were very positive and the city did not feel they need to include the questions regarding the library again. We believe the City Council will discuss that survey this month.

Ms. Griffith asked about a partnership with the YMCA.

Ms. Suellentrop clarified that city is still open to a partnership with YMCA but aware that this may not come to fruition. We understand the City as wanting to have many different partners involved in this project. Again, the city is excited to get this project underway. We explained some of our concerns and considerations that we would need to make including the board re-prioritizing the list. In this meeting we offered the City of Prairie Village an invitation to come to a Library Board Meeting and present information to you all before the October Retreat. The City is currently reviewing a second phase of the memorandum of understanding that Fred drafted, to determine if they want to move forward with that. Next, we are awaiting news of their survey and the prioritization discussion at the Board Retreat.

Board Chair Sims commented that it is good news that we have two communities that want us. It's easy to lose sight of the fact that we are talking about when and not if. Mr. Sims also commented that Prairie Village does have a few more steps to take before they are ready to go, including the survey and figuring out the partnership with the 'Y'.

Ms. Griffith asked when the Blue Valley study done.

Mr. Sime responded that the study was done in 2017 / 2018.

Ms. Griffith asked if we could look at what the biggest tension points with Blue Valley from a staff and community perspective. We have discussed some, maintenance can be addressed, but it may be good to compare those tension points to the other building and that may help us determine which

community gets priority. Also, is there anything we can do in the interim that is not economically hard to address.

Board Chair Sims agrees that those are the right questions to be asking.

Mr. Logan added that the city will need to hold an election to do a New Community Center, so this is not a decision they can make on their own and that may affect timeline.

Board Chair Sims recalled that their own Council Member mentioned that the city may not be ready right away.

Elementia

Kate McNair, Teen Coordinating Librarian reported on the most recent elementia literary magazine, this report is included in the July Board Report.

elementia is our award-winning literary publication, created entirely by teens, and supported by Johnson County Library staff. It was created in 2005 by our very own Angel Tucker, now our youth services manager in an attempt to engage young adults in a way that is meaningful to them within the mission of the library. Today elementia is more than a free publication, it is a process of engagement unique both locally and nationally as it is entirely edited and designed by teen volunteers.

For this issue our teen editorial board selected the theme of the unknown, encouraging teen writers and artists to create work that explore unknowns, big and small. We received a record-breaking 922 submissions for this issue. Of those, our editors and designers selected 115 for publication from teens around Kansas City, but also as far away as Canada, South Korea, and India. Thanks to a partnership with Johnson County Arts Council nominees for their Shooting Stars program were allowed to simultaneously submit their art and writing portfolios to elementia.

In May we hosted our reception online, which allowed several of our international authors to attend. This year's reception featured 12 teens performing their writing, a special presentation from artist Liliana on her artwork, a musical performance from a Leawood native, and a Keynote by Edgar award winning young adult author Mindy McGuinness. I would like to take this opportunity to thank the Johnson County Library Foundation and Henderson Engineers, whose generous support has funded our keynote speaker for the past two years. If you missed the event, a recording of it is now live on the library's YouTube channel.

Our teen editors and designers volunteer hundreds of hours to read and review every submission that comes into the magazine. They selected everything that you see on the page, as well as designing the issue. They're careful and respectful editorial conversations and the time and deliberation that they put into the issue shows on every page. We also want to recognize the staff that make elementia possible and the managers that support them.

Submissions for Issue 20 are open now through February 1st of 2023. Teens are encouraged to submit their writing and art on the theme of cycles at JOCOLibrary.org/elementia.

Ms. Templin asked the teen editors are all local.

Ms. McNair confirmed that they are all local. A few just graduated high school and due to working virtually they were able to continue to join us from their freshmen year in college.

Board Chair Sims asked how and where these are distributed.

Ms. McNair explained that these are distributed to all library locations, as well as Olathe libraries. In the past we have distributed this to the Arts and Heritage Center and any teacher can request copies

be sent to their school. We have many teachers and creative writing teachers use this in their classroom.

Commissioner Hanzlick commented that this looks like one of the best issues yet and that she would love to share this with the other members of the BOCC.

Board Retreat scheduling

The Library Board Retreat usually occurs in October, toward the end of the month. We try to provide a little bit of work time and a little bit of time to bridge gaps. You should have a message requesting your availability for scheduling this retreat in your inbox. The Agenda will be reviewed with the Chair and Vice Chair, so if you have any requests for topics on the agenda, please reach out to Boar Chair Sims, Ms. Kilgore, or Ms. Suellentrop.

Ms. Suellentrop thanked New Employee Orientation Class that joined the meeting, as she has been with them all week, as a new employee herself.

CONSENT AGENDA

A. Action Items:

1. Minutes of the June 9, 2022, Regular Library Board meeting

B. Information Items

1. Financial and Personnel

- a) The County Librarian and the Finance Director certify those payment vouchers and personnel authorizations for May 2021 were handled in accordance with library and County policy.
- b) The May 2021 Revenue and Expenditure reports produced from the County's financial system reflect the Library's revenues and expenditures

C. Gift Fund Report

1. Treasurer's Report

Motion: Ms. Templin moved to approve the consent agenda.

Second: Ms. Griffith seconded this motion.

Motion was approved unanimously

Old Business

A. Action Item: Antioch Library Replacement: Formation of Naming Committee

Library Board Members requested an opportunity to have further discussion around the naming of the new Antioch library. The formation of a naming committee which should consist of no more than three (3) Board Members. The work of this committee is to review existing naming options and potentially develop new options, working with staff from the Library and the City of Merriam to bring an option back to the Board for approval.

Motion: Ms. Kilgore moved to form the Antioch Library Replacement Naming Committee with the following volunteer board members; Bethany Griffith, JR Riley, and Jeffery Mendoza.

Second: Ms. Templin seconded this motion.

Motion was approved unanimously

New Business

A. Action item: Consider approval of the Second Addendum to the Property Conveyance Agreement.

Ms. Suellentrop reviewed the briefing sheet that is included in the July Board Report.

The Johnson County Library Board of Directors approved the Comprehensive Library Master Plan (CLMP) in April 2015, and in August 2015, the Board of County Commissioners (BOCC) approved funding for the CLMP through an increase of 0.75 mills for the Library. The Antioch Library Replacement is the third priority from the CLMP, after the Monticello and Lenexa City Center libraries. In January 2019, the JCL and City of Merriam approved an MOU stating the intent in cooperating to locate and construct an approximately 16,000 square foot library. This library would replace the existing Antioch library. In October 2019, the Property Conveyance Agreement was approved by both parties and ratified by the Board of County Commissioners. In Summer 2020, the first Addendum and Shared Parking and Maintenance Agreement was approved by all parties.

Motion: Ms. Kilgore to adopt a resolution approving the second addendum to property conveyance agreement with the City of Merriam, Kansas; authorizing the execution and delivery of documents and the taking of other actions to consummate the transaction for conveyance of real property.

Second: Ms. Templin seconded this motion.

Motion was approved unanimously

B. Action item: Consider approval of the Amended and Restated Agreement for Shared Parking and Property Maintenance.

Motion: Ms. Templin to approve the Amended and Restated Agreement for Shared Parking and Property Maintenance between the Board of Directors of Johnson County Library and the City of Merriam.

Second: Ms. Kilgore seconded this motion.

Motion was approved unanimously

C. Action item: Consideration of approval to revise Administrative Regulation Manual policy 20-80-24: Picketing and Protests.

Ms. Suellentrop reviewed the briefing sheet that is included in the July Board Report.

Johnson County Library provides designated areas for members of the public to picket and protest, and for solicitation, petitioning, or distribution of literature. Typically, these spaces are close to building entrances but not impeding the flow of foot traffic into the building. Some libraries and community partner buildings in close proximity also serve as polling places. The K.S.A 25-2430 is a statute regarding electioneering, which prohibits petitioning that would “persuade or influence eligible voters to vote for or against a particular candidate...” occurring “within a radius of 250 feet from the entrance” to a polling place.

Reviewed the briefing sheet that is included in the July Board Report.

Ms. Griffith asked who would be liable to uphold this, the library or the petitioner.

Mr. Logan clarified that we would be expected to enforce this space, if someone refused to move from that space then library staff would get law enforcement involved.

Ms. Kilgore asked if election workers would have any responsibility to enforce this.

Mr. Logan said that election workers could not be expected to forcibly remove someone. Law enforcement would have to be called to assist.

Ms. Templin said that these changes would allow us to move the spaces prior to election day and that this should not be an issue.

Motion: Ms. Templin to approve the revisions to ARM 20-80-24: Picketing and Protests.

Second: Ms. Kilgore seconded this motion.

Motion was approved unanimously

D. Action item: Consideration of approval to revise Administrative Regulation Manual policy 20-80-25: Solicitation, Petitioning, or Distribution of Literature in Libraries.

Motion: Ms. Templin to approve the revisions to ARM 20-80-25: Solicitation, Petitioning, or Distribution of Literature in Libraries.

Second: Ms. Kilgore seconded this motion.

Motion approved unanimously.

Ms. Templin made the Board aware that she will not be able to attend August Board Meeting.

ADJOURNMENT

Motion: Ms. Templin moved to adjourn the meeting.

Second: Ms. Griffith seconded this motion.

Motion approved unanimously.

Meeting adjourned at 5:40 p.m.

SECRETARY _____
Kelly Kilgore

CHAIR _____
David Sims

SIGNED _____
Tricia Suellentrop, County Librarian

**JOHNSON COUNTY LIBRARY
GIFT FUND
TREASURER'S REPORT**
Period: JUN-2022

		Receipts	Payments	Balance
	Opening cash balance			\$82,402.27
	Add Receipts	\$38.79		
	Less Payments		\$1,122.52	
	Ending Cash balance			\$81,318.54
	Less Liabilities		\$2,561.43	
	Unobligated cash balance			\$78,757.11

APPROVED: _____

DATE: _____

To: Johnson County Library Board of Directors
From: Tricia Suellentrop, County Librarian
Date: August 11, 2022
Re: **Antioch Replacement Project: Consider approving two revised agreements between the Board of Directors of the Johnson County Library (JCL) and the City of Merriam**

Issue: Consider approving the following agreements related to the Antioch Replacement Project.

1. Approval of a revised version of the Second Addendum to the Property Conveyance Agreement.
2. Approval of a revised version of the Amended and Restated Agreement for Shared Parking and Property Maintenance.

Suggested Motions:

1. I move to approve the revised version of the Second Addendum to the Property Conveyance Agreement between the Board of Directors of Johnson County Library and the City of Merriam.
2. I move to approve the revised version of the Amended and Restated Agreement for Shared Parking and Property Maintenance between the Board of Directors of Johnson County Library and the City of Merriam.

Background: The Johnson County Library Board of Directors approved the Comprehensive Library Master Plan (CLMP) in April 2015, and in August 2015, the Board of County Commissioners (BOCC) approved funding for the CLMP through an increase of 0.75 mills for the Library. The Antioch Library Replacement is the third priority from the CLMP, after the Monticello and Lenexa City Center libraries. In January 2019, the JCL and City of Merriam approved an MOU stating the intent in cooperating to locate and construct an approximately 16,000 square foot library. This library would replace the existing Antioch library. In October 2019, the Property Conveyance Agreement was approved by both parties and ratified by the Board of County Commissioners. In Summer 2020, the first Addendum and Shared Parking and Maintenance Agreement was approved by all parties. The Board approved versions of the Second Addendum to the Property Conveyance Agreement and the Amended and Restated Agreement for Shared Parking and Property Maintenance at its meeting of July 14. The Board is now being asked to approve revised versions of those two agreements.

Analysis: The *Second Addendum to the Property Conveyance* achieved the following:

- Revision to the total size of the building, modified from approximately 16,000 square feet to approximately 15,000 sf.
- Revised legal description and survey to account for a roof overhang.
- Inclusion of the Library's requirement for a designated area for petitioning, and how this space will function regarding the Community Center's role as a polling place.
- Inclusion of updated terms regarding exterior landscaping and design.
- Inclusion of language regarding the Library's potential usage of the City's Plaza space for programming or events.

The *Amended and Restated Agreement for Shared Parking and Property Maintenance* achieved the following:

- Revision of terms regarding Parking Structure maintenance and fees, including extending wireless internet access to the top level of the parking structure, desire to add Electric Vehicle charging stations, desire to work together regarding security camera placement and exterior security video footage.
- Revision of terms regarding Plaza and hillside landscaping and the Library relocating the City's infrastructure for a holiday tree.
- Additional terms added regarding cooperating on wayfinding signage, sharing a flagpole, scheduling for the Plaza and other Vavra Development Spaces, and waste disposal on the site.

Since the approval of the Second Addendum to the Property Conveyance Agreement and the Amended and Restated Agreement for Shared Parking and Property Maintenance were approved in July, the Library property has been replatted. In addition, the Library will be using a different funding strategy than the one that was anticipated in July; that funding strategy was believed to be very time-sensitive. While the Library still plans to use a combination of cash and debt financing, the shift in strategy relieves the previously understood time pressure.

These revised agreements are anticipated to be acted upon at the August 22 meeting of the Merriam City Council. The revisions are very limited: (1) The legal description of the Library property has been revised. The simplified legal description is drawn from the plat shown on the second page of Exhibit A of the Amended and Restated Agreement for Shared Parking and Property Maintenance. (2) Language in the earlier version of the Second Addendum to the Property Conveyance Agreement that related to roof overhang has been deleted; that is no longer an issue. (3) Exhibits to both agreements have been updated. JCL counsel will explain all of these revisions at the Board meeting.

Alternatives: 1) Not approve the two agreements with the City of Merriam.

Legal Review: JCL Counsel has reviewed the two revised agreements and will be prepared to explain the revisions.

Funding Review: A Public Building Commission (PBC) project has been established for Antioch Library replacement.

Recommendation: Approve both agreements with the City of Merriam.

Suggested Motions:

1. I move to approve the revised version of the Second Addendum to the Property Conveyance Agreement between the Board of Directors of Johnson County Library and the City of Merriam.
2. I move to approve the revised version of the Amended and Restated Agreement for Shared Parking and Property Maintenance between the Board of Directors of Johnson County Library and the City of Merriam.

SECOND ADDENDUM TO PROPERTY CONVEYANCE AGREEMENT

THIS SECOND ADDENDUM TO PROPERTY CONVEYANCE AGREEMENT (the “**SECOND ADDENDUM**”) is made as of this ___ day of _____, 2022 (the “**Effective Date**”), by and between **THE BOARD OF DIRECTORS OF THE JOHNSON COUNTY LIBRARY (“JCL”)** and **CITY OF MERRIAM, KANSAS (“City”)**. Collectively, JCL and the City are referred to as the “**Parties.**”

RECITALS

WHEREAS, the City and JCL are parties to the Property Conveyance Agreement between JCL and the City with an effective date of October 10, 2019 (the “**Property Conveyance Agreement**”) and the Addendum to Property Conveyance Agreement with an effective date of June 11, 2020 (the “**First Addendum**”); and

WHEREAS, the City is the owner of that certain property which is the subject of the Property Conveyance Agreement, as amended, and the subject of this Second Addendum and comprising approximately .968 acres, more or less, with a revised legal description provided in this Second Addendum in the attachment marked as **Exhibit A** and incorporated in this Second Addendum by reference (the “**Property**”); and

WHEREAS, the Property Conveyance Agreement provides for the City to grant and convey the Property to JCL for the purpose of JCL constructing and operating a new library branch facility (“**Project**”) on the Property; and

WHEREAS, the Parties desire to amend and supplement the terms of the Property Conveyance Agreement, as amended, by approving this Second Addendum.

NOW, THEREFORE, for valuable consideration, the receipt, adequacy and sufficiency of which are acknowledged by the parties, City and JCL agree as follows:

AGREEMENT

1. **Amendment to Recital F of the Property Conveyance Agreement.** The Parties agree that Recital F of the Property Conveyance Agreement is replaced and amended to read as follows:

F. City’s conveyance of the Property is in consideration of JCL’s intention to construct upon the Property an approximately fifteen thousand (15,000) sq. ft. library facility (“**Project**”) in approximately the location and form as shown on the Project site diagram attached to and incorporated in this Second Addendum as **Exhibit B** (“**Development Diagram**”) and in accordance with the terms and subject to the conditions contained in the MOU, the approved Final Development Plan, as provided in **Section 5**, and other applicable Project documents.

2. **Amendment to Section 1 of the Property Conveyance Agreement.** The Parties agree that the following parts of Section 1 of the Property Conveyance Agreement are replaced and amended to read as follows:

1.4 Legal Description. The Parties agree that the legal description of the Property for conveyance purposes is attached to the Second Addendum marked as **Exhibit A** and incorporated in this Second Addendum by reference.

1.7 Parking Structure, Shared Parking, Maintenance, and Plaza Usage. City shall permit JCL to utilize the sixty-six thousand eight hundred (66,800) sq. ft. shared parking structure serving the Vavra Development containing a total of 202 passenger vehicle parking spaces (“**Parking Structure**”) to satisfy the daily parking needs of the Project. The City shall construct the Parking Structure at no cost to JCL as part of the Vavra Development. The City shall provide free parking to JCL patrons. The Parties hereby agree to terms for shared use of the Parking Structure, maintenance of the Parking Structure, and the terms and conditions under which JCL will participate in an annual payment to assist with the maintenance of the Parking Structure as more fully set forth in the Amended and Restated Agreement for Shared Parking, Plaza, and Property Maintenance (“**Parking and Maintenance Agreement**”) attached to and incorporated in the Second Addendum by reference marked as **Exhibit C**.

3. **New Provision Supplemental to Section 1 of the Property Conveyance Agreement.** The Parties agree that Section 1 of the Property Conveyance Agreement shall be supplemented by adding the following new provisions:

1.11 Petitioning Zone. Pursuant to Library Administrative Regulation Manual, the Library permits petitioners to petition, campaign, and distribute materials on Library property outside Library branch facilities in areas designated by the Library. The City utilizes the Merriam Community Center, which is located at the Vavra Development across the Plaza from the Property and Library Project, as a polling place for voting in elections. As shown on the Development Diagram attached to the Second Addendum marked as Exhibit B and incorporated in the Second Addendum by reference, the Parties agree to identify a “Petitioning Zone” location on the Property but outside the Project and not less than 250 feet from the Merriam Community Center polling place entrance to facilitate petitioning on election days and during advanced voting. Due to the close proximity of the Property and the Merriam Community Center, the Library will revise its existing policies to allow for the County Librarian to temporarily relocate or close our petitioning zone for Election Day and during advanced voting to maintain compliance with electioneering prohibitions in K.S.A. § 25-2430, as amended.

4. **Amendments to Section 3 of the Property Conveyance Agreement.** The Parties agree that the following parts of Section 3 of the Property Conveyance Agreement are replaced and amended to read as follows:

3.3 Project Exterior Landscaping and Design. JCL shall design and pay the initial capital investment to improve the Property with landscaping and constructed

hardscape improvements adjacent to the Project's exterior ("**Exterior Improvements**"), as more particularly set forth in the Maintenance Agreement. JCL shall cooperate with the City to ensure the Exterior Improvements design is reasonably compatible with the City's master plans, declarations, and design for the Vavra Development, as provided in the Final Development Plan. JCL acknowledges Exterior Improvements are subject to the approval of the City. City shall perform ongoing maintenance of the Exterior Improvements for a fee paid by JCL as part of Property Maintenance. JCL and City shall cooperate to determine the City's actual costs to maintain the Exterior Improvements and memorialize terms for the maintenance and the corresponding JCL fee in the Maintenance Agreement.

3.4 Vavra Development Plaza. City is developing and constructing, at its sole cost, amenities and improvements to the Vavra Development. Adjacent to the Property in the Vavra Development is a public space with public right of way for pedestrians with access to the Project and other Vavra Development improvements, including but not limited to the community center, aquatic center, and Parking Structure ("**Plaza**"). City and JCL shall agree upon terms for management by City and use of the Plaza by JCL. City may make available the Plaza, or portions of the Plaza, for license to JCL for JCL programming purposes as provided in the Maintenance Agreement. The Parties agree to comply with the terms set forth in the Maintenance Agreement, as amended, governing Plaza use, management, and maintenance. In conjunction with construction of the Project, JCL shall construct a total of approximately Five Hundred (500) square feet of pavement in two locations adjacent to the Property within the area of the Plaza in approximately the location depicted in the color red on the Development Diagram. JCL shall repair damage to the Plaza and Vavra Development caused by JCL's construction of the Project.

5. Amendment to Section 12.2 of the Property Conveyance Agreement. The Parties agree the terms for notice to the City in Section 12.2 of the Property Conveyance Agreement are replaced and amended to read as follows:

To City: Jennifer Jones-Lacy, Assistant City Administrator
City of Merriam
9001 W. 62nd Street
Merriam, KS 66202
Phone: 913-322-5515
Fax: 913-322-5505
E-mail: JJonesLacy@merriam.org

6. Existing Terms Otherwise Reaffirmed. Except as otherwise set forth in this Second Addendum, the Parties agree and reaffirm that all the remaining terms of the Property Conveyance Agreement and First Addendum remain in full force and effect. To the extent a conflict exists between the terms of the First Addendum or Property Conveyance Agreement with this Second Addendum, the Parties agree the terms of this Second Addendum shall control, prevail, and govern.

7. This Second Addendum, the First Addendum, and the Property Conveyance Agreement to Be Recorded; Agreements in this Addendum Survive Closing. The Parties agree that this Second Addendum, the First Addendum and the Property Conveyance Agreement

shall be recorded. The agreements made in this Second Addendum shall survive Closing and shall continue in force and effect until released by written agreement of the Parties or until JCL is no longer operating a branch library facility on the Property.

8. **Approval of this Second Addendum by JCL and the City; Ratification and Approval by the Board of County Commissioners.** The obligation of the Parties to proceed with this transaction is contingent on the approval of this Second Addendum by JCL on _____, 2022, and the City on _____, 2022, and on the ratification and approval of the Second Addendum by the Board of County Commissioners of Johnson County, Kansas, as required by K.S.A. 12-1223. JCL shall immediately submit the Addendum to the Board of County Commissioners for ratification and approval after JCL and the City have approved it.

9. **Miscellaneous.**

9.1 **Definitions.** All terms and definitions not specifically defined in this Second Addendum have those definitions assigned to them in the Property Conveyance Agreement.

9.2 **Incorporation of Recitals and Exhibits.** The Recitals set forth above are incorporated herein by reference and made a part of this Second Addendum. Unless expressly provided herein, all exhibits attached hereto or made by reference are incorporated in this Second Addendum.

9.3 **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas. The parties hereby consent to jurisdiction and venue in Johnson County, Kansas, and agree that such jurisdiction and venue shall be sole and exclusive for any and all actions or disputes related to this Agreement or any related instruments.

9.4 **Headings.** Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

9.5 **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

9.6 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same instrument

9.7 **Time of Essence.** Time is of the essence of every term, provision and covenant of this Second Addendum.

9.8 **Amendments.** This Second Addendum, the First Addendum, and the Property Conveyance Agreement may only be modified or amended further by written instrument executed by the Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Second Addendum as of the date first set forth above.

[Remainder of page intentionally left blank; signature pages follow.]

CITY:

CITY OF MERRIAM, KANSAS

By: _____
Bob Pape, Mayor

Attest:

Juliana Pinnick, City Clerk

Approved As To Form:

Ryan Denk, City Attorney

ACKNOWLEDGMENT

STATE OF KANSAS)
)ss.
COUNTY OF JOHNSON)

On this _____ day of _____, 2022 before me appeared Bob Pape, who acknowledged himself to be Mayor of the City of Merriam, Kansas, and that he, as such and being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of said entity.

In Witness Whereof, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____

JCL:

**BOARD OF DIRECTORS OF THE
JOHNSON COUNTY LIBRARY**

By: _____
David Sims
Chair

Approved as to Form:

Fred J. Logan, Jr., Counsel for the Board
of Directors of the Johnson County Library

ACKNOWLEDGMENT

STATE OF KANSAS)
)ss.
COUNTY OF JOHNSON)

On this _____ day of _____, 2022 before me appeared David Sims, who acknowledged himself to be Chair of the Board of Directors of the Johnson County Library, and that he, as such and being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of said entity.

In Witness Whereof, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____

EXHIBIT A

Updated Legal Description

[Remainder of page intentionally left blank; Exhibit A follows.]

ANTIOCH LIBRARY LEGAL DESCRIPTION

Lot 3, VAVRA, SECOND PLAT, a subdivision of land in the City of Merriam, Johnson County, Kansas

EXHIBIT B

Updated Development Diagram

[Remainder of page intentionally left blank; Exhibit B follows.]

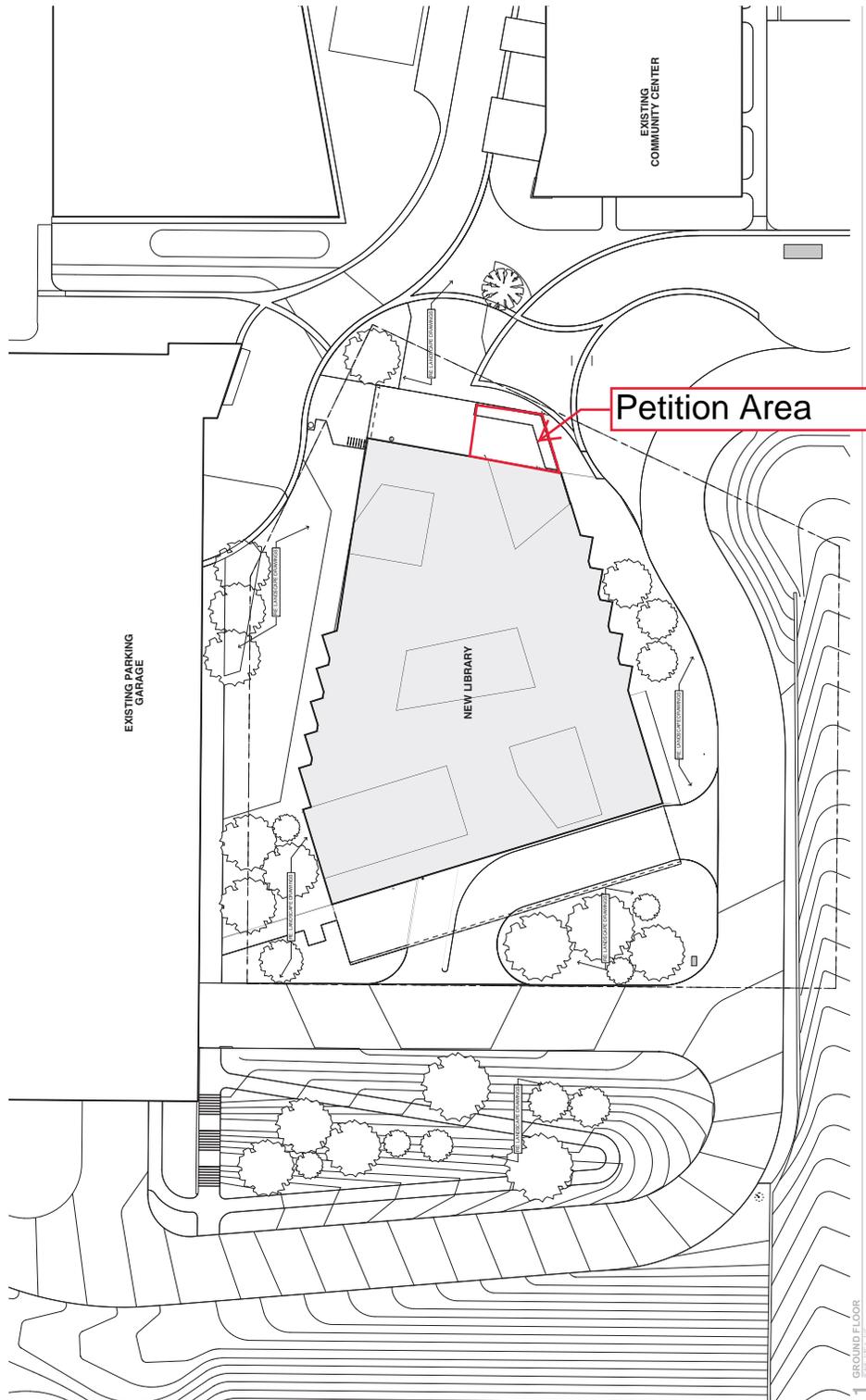


EXHIBIT C

Amended and Restated Agreement for Shared Parking, Plaza, and Property Maintenance

[Remainder of page intentionally left blank; Exhibit C follows.]

AMENDED AND RESTATED AGREEMENT FOR SHARED PARKING, PLAZA AND
PROPERTY MAINTENANCE

This Amended and Restated Agreement for Shared Parking, Plaza and Property Maintenance (the “**Restated Maintenance Agreement**”) is entered into this ____ day of _____, 2022, by and between the City of Merriam, Kansas, a Kansas municipal corporation (“**City**”) and the Board of Directors of Johnson County Library, Johnson County, Kansas, a quasi-municipal corporation organized under the laws of the state of Kansas (“**JCL**”) (collectively, the City and JCL are referred to as the “**Parties**”).

RECITALS

A. City and JCL are parties to that Agreement for Shared Parking and Property Maintenance dated June 11, 2020 (“**Original Maintenance Agreement**”).

B. City and JCL are parties to that Property Conveyance Agreement between JCL and the City with an effective date of October 10, 2019, as amended by the Addendum to Property Conveyance Agreement dated June 11, 2020 (the “**Addendum**”) and the Second Addendum to Property Conveyance Agreement dated _____, 2022 (the “**Second Addendum**”) (collectively, the “**Property Conveyance Agreement**”) wherein the City agrees to convey to JCL that real property comprising approximately 0.968 acres, more or less, legally described on the Facility legal description attached to the Second Addendum to the Property Conveyance Agreement as **Exhibit A** and incorporated in this Restated Maintenance Agreement by reference (the “**Property**”), and located west of Slater Street and east of Ikea Way on land that is currently used as Lucyann C. Vavra Memorial Park in Merriam, Kansas; and

B. City’s conveyance of the Property is in consideration of JCL’s intention to construct upon the Property an approximately fifteen thousand (15,000) sq. ft. library facility (“**Facility**”) in approximately the location and form as shown on the Facility site diagram attached to the Second Addendum to the Property Conveyance Agreement as **Exhibit B** and incorporated in this Restated Maintenance Agreement by reference (“**Development Diagram**”).

C. City has implemented a redevelopment plan for a project area contiguous with the Property, referred to as the Vavra Park Project (“**Vavra Development**”), which incorporates the Facility, a community center, outdoor aquatic center, and shared Parking Structure serving the Vavra Development; and

D. City constructed a parking Structure containing a total of 202 passenger vehicle parking spaces for purposes of shared parking at the Vavra Development between the community center, outdoor aquatic center, and the Facility (“**Parking Structure**”) to maximize efficiencies recognizing the compatible and complementary occupancies generated from the mixing of uses and the parking demand patterns of the various uses; and

E. The Property Conveyance Agreement contemplates that JCL will utilize shared parking in the Parking Structure to satisfy the daily parking needs of the Library Facility and provide that the Parties will enter into a separate agreement to address the terms under which JCL

will participate in an annual payment to assist with the maintenance of the Parking Structure and the maintenance of the Property and shared spaces within Vavra Development; and

WHEREAS, the Parties desire to enter into this Restated Maintenance Agreement to amend and restate the Original Maintenance Agreement and to set forth the terms and conditions of the shared parking arrangement and maintenance of the Parking Structure, Plaza, as defined herein, and Property.

NOW, THEREFORE, in consideration of the covenants contained herein, the City and JCL agree as follows:

1. Use of Parking Structure. Commencing on the date JCL receives a certificate of occupancy or temporary certificate of occupancy (TCO), whichever is earliest (the “Effective Date”), JCL shall have non-exclusive use of the Parking Structure seven days a week for use by JCL employees and patrons of the Facility. There shall be no limitation on the hours during which JCL employees may make use of the Parking Structure. The parking model upon which the shared parking arrangement is based contemplates approximately 46 total parking spaces available for the Facility (the “JCL Parking”), consisting of four (4) spaces for JCL employees and 42 spaces for Facility patrons, recognizing that these may increase or decrease slightly on any given day.
 - a. JCL employees are not required to, but will be encouraged to, utilize the top level of the Parking Structure as much as possible thereby leaving the covered parking spaces and lower levels available for patrons. There shall be no parking spaces specifically reserved for JCL employees. The City will use reasonable best efforts to maintain adequate parking levels in the Parking Structure sufficient for JCL employees to have four (4) parking spaces.
 - b. The Parties agree that in accordance with the CITY Code, the CITY may tow, at an owner’s expense, vehicles improperly parked or abandoned in the Parking Structure.
2. Parking Structure Maintenance. The City shall provide utilities, including electric, water and stormwater, to and routine maintenance of the Parking Structure, including but not limited to snow removal, trash removal, periodic sweeping, minor asphalt repair, maintaining public wireless internet service infrastructure, maintaining electric vehicle charging stations, and annually spraying the structure to remove salt, sand and debris (all utilities and maintenance collectively referred to as the “Parking Structure Maintenance”). Parking Structure Maintenance shall be done in a manner that provides standard upkeep and appearance without serious defect.
 - a. Wireless Internet Service. The Parties desire to have free public wireless internet service extend across the Vavra Development, including throughout the Parking Structure. The City shall extend existing public wireless internet infrastructure to serve the entire Parking Structure, including the Parking Structure top deck. The Library shall pay the actual cost to install the public wireless internet infrastructure serving the Parking Structure. The Library shall pay its proportionate share of the

annual cost for internet service and annual maintenance costs for the public wireless internet service infrastructure serving the Parking Structure as part of the Structure Maintenance Fee.

- b. **Electric Vehicle Charging.** The Parties wish to install electric vehicle charging stations in the Parking Structure where conduit exists at the north end of the Parking Structure as shown on the Parking Structure Diagram attached to this Restated Maintenance Agreement marked as **Exhibit C** and incorporated herein by reference. The Parties shall each pay one-half the initial cost of installing the electric vehicle charging stations, which the Library shall pay in its first payment of the Structure Maintenance Fee. Subsequent to installation, the Parties shall share equally, and not prorated based on a proportionate share, in the cost of maintenance, repair, and replacement, which will be included in the Library's Structure Maintenance Fee.
 - c. **Parking Structure Security Camera Footage.** JCL and City agree to reasonably cooperate to determine a plan for exterior security camera placement to ensure optimal coverage of camera footage monitoring the Property, Plaza, and Parking Structure. The Parties shall comply with all applicable laws, regulations, City codes and ordinances, and JCL Administrative Regulations Manual and procedures with respect to sharing of exterior security video footage captured by the Parties' respective security cameras.
3. **Annual Structure Maintenance Fee.** JCL shall make an annual payment to the City, which represents the City's actual costs associated with providing the Parking Structure Maintenance (the "Structure Maintenance Fee"). For purposes of the Structure Maintenance Fee, JCL's proportionate share is determined based on the 46 parking spaces for JCL Parking compared to the total number of parking spaces, 202 spaces, in the Parking Structure, or, 22.7% of the City's total incurred costs.
- a. Unless otherwise agreed in writing by the parties, JCL shall annually pay the Structure Maintenance Fee to the City in a lump sum commencing with the first payment due within thirty (30) days after JCL's receipt of the earlier of a Temporary Certificate of Occupancy or a Certificate of Occupancy for the library branch (the "Effective Date") and shall be paid annually thereafter. The City shall submit invoices to JCL for such Structure Maintenance Fee and JCL shall make payment within thirty (30) days of the date upon which the invoice is received.
 - b. The City's decision to convey the Property to JCL was conditioned upon JCL's agreement to construct and operate a Facility as the City determined that this was beneficial to the Vavra Development. Recognizing the partnership between JCL and the City in this development project and the benefits received by each Party, the Structure Maintenance Fee included herein is discounted from what the City would charge a "for-profit" user.

- c. After five (5) years from the Effective Date and every five (5) years thereafter, the Parties agree to adjust the amount of the Structure Maintenance Fee, if necessary, to increase or decrease the amount as appropriate based upon the CITY's actual costs incurred in the fifth year of the term. The annual Structure Maintenance Fee shall be strictly for the actual costs of Parking Structure Maintenance and not for construction or repair costs. The Parties shall cooperate to determine the Structure Maintenance Fee to be paid in each of the first five years from the Effective Date not later than the date JCL receives a certificate of occupancy or temporary certificate of occupancy (TCO) for the Facility, whichever is earliest.
4. Library Property Maintenance. The Library Property contains areas outside the Facility's exterior that shall be maintained consistent with the guidelines for the rest of the Vavra Development.
 - a. Definitions. The following are defined terms for this Agreement:
 - i. "Adjoining Area" means the means the real property and improvements situated outside and along the Facility's exterior walls extending to the Property boundary line, as depicted on the Development Diagram, but excluding the improvements within the Internal Access Drive.
 - ii. "Adjoining Area Fee" means a reasonable quarterly fee in exchange for the Adjoining Area Maintenance.
 - iii. "Adjoining Area Maintenance" means cleaning, upkeep, snow and trash removal, and any other standard maintenance tasks necessary to keep the Adjoining Area consistent with City guidelines for the rest of the Vavra Development, and as more fully set forth below in Section 4.c.
 - iv. "Internal Access Drive" means any real property or improvements situated between the public street back of curb and within the dedicated public road right of way existing on the Property, as depicted on the Development Diagram.
 - b. Adjoining Area Capital Investment. JCL shall pay the initial capital investment to improve the real property and construct improvements on the Adjoining Area.
 - c. Internal Access Drive Capital Investment. City shall pay the initial capital investment to improve the real property and construct improvements on the Internal Access Drive.
 - d. Adjoining Area Maintenance. The City shall perform Adjoining Area Maintenance on the Adjoining Area. The Adjoining Area Maintenance does not include repairs resulting from vandalism, graffiti, or damage to the Adjoining Area. Adjoining Area Maintenance includes but is not limited to the following activities:

- i. Cleaning the exterior windows of the Facility on the same schedule the City cleans windows on the community center at the Vavra Development;
 - ii. Snow and ice removal and treatment on all car and courier truck routes, sidewalks and public ways, including up to the Facility's public and staff doorways;
 - iii. Regular lawn and turf mowing and landscaping maintenance in the Adjoining Area; and
 - iv. Trash, waste, and recycling removal from the exterior waste receptacle serving the Facility ("**Waste Disposal**"), and as set forth in greater detail in Section 7 below.
- e. Adjoining Area Fee. JCL shall pay the Adjoining Area Fee for the City's actual costs incurred for the Adjoining Area Maintenance.
 - i. Unless otherwise agreed in writing by the parties, JCL shall pay to the City the Adjoining Area Fee every three calendar months on a quarterly basis in a lump sum commencing with the first payment due within thirty (30) days from the Effective Date. The City shall submit invoices to JCL for such Adjoining Area Fees and JCL shall make payment within thirty (30) days of the date upon which the invoice is received.
 - ii. The City may employ third party contractors to perform Adjoining Area Maintenance. The City shall make every effort to engage contractors offering competitive pricing that is reasonable for such maintenance services.
 - iii. After five (5) years from the Effective Date and every five (5) years thereafter, the Parties agree to adjust the amount of the Adjoining Area Fee, if necessary, to increase or decrease the amount as appropriate based upon the City's actual costs incurred in the fifth year of the term. The Adjoining Area Fee shall be strictly for the actual costs of Adjoining Area Maintenance and not for construction or repair costs. The Parties shall cooperate to determine the Adjoining Area Fee to be paid in the first five years from the Effective Date not later than the date JCL receives a certificate of occupancy or temporary certificate of occupancy (TCO) for the Facility, whichever is earliest.
- f. Internal Access Drive Maintenance. City shall perform Internal Access Drive cleaning, upkeep, snow and ice removal and treatment, and any other standard maintenance tasks necessary to keep the Internal Access Drive consistent with City guidelines for public roads ("**Drive Maintenance**").

- g. **Internal Access Drive Maintenance Fee.** JCL shall pay to the City an annual fee for Drive Maintenance (“**Drive Maintenance Fee**”). The City shall calculate the Drive Maintenance Fee based on JCL’s proportionate use of the Internal Access Drive, which is determined by the proportion of the 46 parking spaces for JCL Parking compared to the total number of parking spaces, 202 spaces, in the Parking Structure, or 22.7%. The Drive Maintenance Fee shall be strictly for the actual costs of maintenance and not for construction or repair costs of the Internal Access Drive.
 - i. Unless otherwise agreed in writing by the parties, JCL shall annually pay the Drive Maintenance Fee to the City in a lump sum commencing with the first payment due within thirty (30) days after the Effective Date and shall be paid annually thereafter, within thirty (30) days after submission to JCL of an invoice for such Drive Maintenance Fees.
 - ii. After five (5) years from the Effective Date and every five (5) years thereafter, the Parties agree to adjust the amount of the Drive Maintenance Fee, if necessary, to increase or decrease the amount, as appropriate, based upon the City’s actual costs incurred in the fifth year of the term. The annual Drive Maintenance Fee shall be strictly for the actual costs of Drive Maintenance and not for construction or repair costs. The Parties shall cooperate to determine the Drive Maintenance Fee to be paid in each of the first five years from the Effective Date not later than the date JCL receives a certificate of occupancy or temporary certificate of occupancy (TCO) for the Facility, whichever is earliest.
- h. Maintenance of JCL Property contemplated in this Restated Maintenance Agreement does not include maintenance by the City of any “green roof” existing on the Facility, if any. Maintenance of a “green roof” on the Facility, if any, is the sole responsibility of the Library.

5. Agreement on Design, Use, Management, and Maintenance of Vavra Development Plaza.

The Parties acknowledge that section 3.4 of the Property Conveyance Agreement addresses the City’s development and construction of the Vavra Development Plaza (“**Plaza**”) and provides for the City and JCL to comply with the terms of this Restated Maintenance Agreement for use, management, and maintenance of the Plaza, as follows:

- a. **Plaza Landscaping and Paved Area Design and Installation.** JCL and City agree to the unified shared Plaza design including benches, paving, and relocated infrastructure serving holiday ornament and decoration installation, including but not limited to a holiday tree, as presented on the Development Diagram. JCL shall remove and replace landscaping and paving on and adjacent to the Property affected by construction of the Facility and improvements on the Property at JCL’s cost. JCL agrees to maintain mostly open sight lines in the space between the Facility and Parking Structure, including the Adjoining Area, such that this landscaping does not increase darkness or shade within the Parking Structure. JCL and City acknowledge JCL’s preference is to landscape the Adjoining Area with native

plantings. JCL and the City agree the JCL shall cause its design team to investigate design forms and solutions that discourage skateboarding on open paving areas on the Property within the Plaza. JCL and City cooperate and collaborate to determine final materials for paved portions of the Plaza. The City shall maintain ownership of the Plaza. JCL shall be responsible for initial installation of landscaping and paving in the Adjoining Area and directly adjacent to the Property and Facility on the Plaza in accordance with the Development Diagram.

- b. Wayfinding Signage. City and JCL shall cooperate to design and locate wayfinding signage on the Plaza and within the Vavra Development for the Facility and serving the Property.
- c. Flagpole Sharing. JCL agrees not to install a flagpole on the Property. City shall permit JCL to utilize the City's flagpole existing in the Plaza, which currently displays only the flag of the United States of America. JCL shall share flag replacement costs as part of a Plaza Maintenance Fee to be agreed upon at a later date. JCL and City shall collaborate on a method to request flag lowering when needed for certain observances that aren't shared by the other party.
- d. Plaza Maintenance. The City shall maintain the Plaza in accordance with this Restated Maintenance Agreement. The Parties accordingly agree that not later than the date JCL receives a certificate of occupancy or temporary certificate of occupancy (TCO) for the Facility, whichever is earliest, the Parties will enter into a written Addendum to this Restated Maintenance Agreement to address terms for Plaza maintenance by the City and JCL and applicable maintenance fees to be paid by JCL to the City ("**Plaza Maintenance Fee**") in accordance with section 3.4 of the Property Conveyance Agreement.
- e. Scheduling for the Plaza and other Vavra Development Spaces. City and Library agree to cooperate to schedule their respective special events, which do not include regular Library programming, that utilize the Plaza and indoor spaces at the Vavra Development, including the City's community center and the Library's Facility, while, to the extent possible, respecting the other's programming deadlines. Usage of the City's interior spaces in the Vavra Development by the Library is subject to the City's existing scheduling approval. Usage of the Project's interior spaces by the City is subject to the Library's existing scheduling approval. The City understands that Library initiated programs are provided as a community resource, under the same policies of free and open access to information and ideas for all users that govern access to library materials. The City also understands that Library sponsorship of a program does not constitute an endorsement of the content of the program or the views expressed by the participants. When JCL and the City utilize property at the Vavra Development owned by the other party, including the Plaza, for a special event, JCL and City agree such events, when feasible, will be advertised as jointly sponsored by the other party. The parties agree that Library-sponsored and co-sponsored events will be free of charge to attendees.

6. Southern Hillside Landscaping. JCL and City desire to add additional grasses and native plantings to the Vavra Development's southern hillside existing on City property in a manner that protects sight lines for traffic flow, as set forth in the Development Diagram. JCL shall pay the initial cost for installing native plantings and grasses on the southern hillside as shown on the Development Diagram. The City shall be solely responsible for costs to maintain the southern hillside and landscaping.
7. Utilities. The Adjoining Area and Internal Access Drive require utilities, which may include but are not limited to water, electrical, irrigation, and gas services (the "Utilities"). The City shall cooperatively work with JCL to connect to the City's existing utility lines in the Adjoining Area and Internal Access Drive as may be appropriate based upon design and utility capacity. The Facility shall be separately metered for its Utilities.
8. Insurance. The Parties shall each maintain liability insurance as is standard for their business operations and shall provide the other party a certificate evidencing such coverage and showing the other party as an additional insured for liability arising out of that Party's negligence. The City shall be solely responsible for maintaining liability insurance for the Parking Structure. The insurance certificate for the Parking Structure issued by the City to the Library shall show both the Library and the Board of County Commissioners of Johnson County, Kansas as insureds. As the City will own the Parking Structure, it shall be responsible for properly maintaining it. In the event that a third party makes a claim for injury or damage resulting from the manner in which the Parking Structure is maintained or from a property defect at the Parking Structure, the City shall be responsible for handling and, if necessary, paying such claim. In the event such a claim is submitted by a third party to JCL, JCL shall tender such claim to the City for handling pursuant to this section 7.

The Parties shall each maintain workers compensation coverage as required under Kansas statute. The parties agree that there is no presumption of workers compensation liability for an injury incurred by a Library employee in the Parking Structure and nothing contained herein shall be construed to preclude a remedy other than workers compensation; however, to the extent that an employee of a Party to this Agreement incurs an injury in the Parking Structure which is deemed compensable under the workers compensation laws of the state of Kansas, each Party shall bear the liability for its own employees' workers compensation liability without recourse against the other Party to this Agreement.

9. Waste Disposal. JCL shall utilize the City's receptacles for Waste Disposal. The City shall provide Waste Disposal for JCL on the same schedule as the City provides waste disposal for the community center and outdoor aquatic center at the Vavra Development. Waste Disposal includes the waste generated from the Facility's interior and exterior spaces on the Property, provided however, JCL shall be responsible for depositing such waste in the waste receptacle. Such Waste Disposal services shall not apply to waste generated as part of Facility construction. The City shall commence Waste Disposal upon the Effective Date. JCL shall pay for Waste Disposal as part of the Adjoining Area Fee and pursuant to Section 3.2 of the Property Conveyance Agreement.

10. Term and Termination. This Restated Maintenance Agreement may be terminated by either party in the event of a material default upon thirty (30) days prior written notice providing the defaulting party fourteen (14) days to cure such default, or such longer period if reasonably necessary. The Term of this Agreement shall continue for the useful life of the constructed improvements, or while the constructed improvements remain in normal operation by the Parties, including the Facility, Parking Structure, Internal Access Drive, Adjoining Area and Plaza. The useful life of the constructed improvements shall include the use of such constructed improvements by the Parties following substantial completion of initial construction and regular repair, or renovation, but shall not include reconstruction or replacement. The temporary unavailability of the constructed improvements for such construction, repair, or renovation shall not terminate this Agreement.
11. Cooperation. The parties agree to cooperate and work together in good faith to effectuate the purpose of this Restated Maintenance Agreement. The Parties agree to utilize their best efforts to share the Parking Structure, Internal Access Drive, and Plaza and common spaces within the Vavra Development without disrupting the other party and to communicate and meet as necessary to address and facilitate solutions to any problems that might arise as a result of the shared parking arrangement. JCL and City shall cause respective staff members to meet regularly after JCL receives a certificate of occupancy or temporary certificate of occupancy (TCO) for the Facility, whichever is earlier, to develop and determine best practices for communication and coordination of use, maintenance, and management of the Vavra Development.
12. General Provisions.
 - a. Recitals. The recitals set forth above are incorporated herein by reference and made a part of this Restated Maintenance Agreement.
 - b. Assignment. This Restated Maintenance Agreement is personal to JCL and if the Property is subsequently conveyed by JCL to another entity, this Restated Maintenance Agreement may not be assigned without the City's written consent and would likely be modified based upon the assignee's use of the Property.
 - c. Amendments. This Restated Maintenance Agreement may only be modified or amended by written instrument executed by the Parties.
 - d. Governing Law. This Restated Maintenance Agreement is governed by and construed under the laws of the state of Kansas.
 - e. Authority. The signatories to this Restated Maintenance Agreement represent and covenant that each of them is fully authorized to enter into and execute this Restated Maintenance Agreement on behalf of the above-named party.
 - f. Third Party Beneficiaries. Nothing in this Restated Maintenance Agreement shall be construed to confer upon any other party the rights of a third-party beneficiary.

IN WITNESS WHEREOF, the Parties have executed this Restated Maintenance Agreement as of the date first written above.

[Remainder of page intentionally left blank; signature pages follow.]

CITY:

CITY OF MERRIAM, KANSAS

By: _____
Bob Pape, Mayor

Attest:

Juliana Pinnick, City Clerk

Approved As To Form:

Ryan Denk, City Attorney

ACKNOWLEDGMENT

STATE OF KANSAS)
)ss.
COUNTY OF JOHNSON)

On this _____ day of _____, 2022 before me appeared Bob Pape, who acknowledged himself to be Mayor of the City of Merriam, Kansas, and that he, as such and being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of said entity.

In Witness Whereof, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____

JCL:

**BOARD OF DIRECTORS OF THE
JOHNSON COUNTY LIBRARY**

By: _____
David Sims
Chair

Approved As To Form:

Fred J. Logan, Jr., Counsel for the Board
of Directors of the Johnson County Library

ACKNOWLEDGMENT

STATE OF KANSAS)
)ss.
COUNTY OF JOHNSON)

On this _____ day of _____, 2022 before me appeared David Sims, who acknowledged himself to be Chair of the Board of Directors of the Johnson County Library, and that he, as such and being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of said entity.

In Witness Whereof, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____

EXHIBIT A

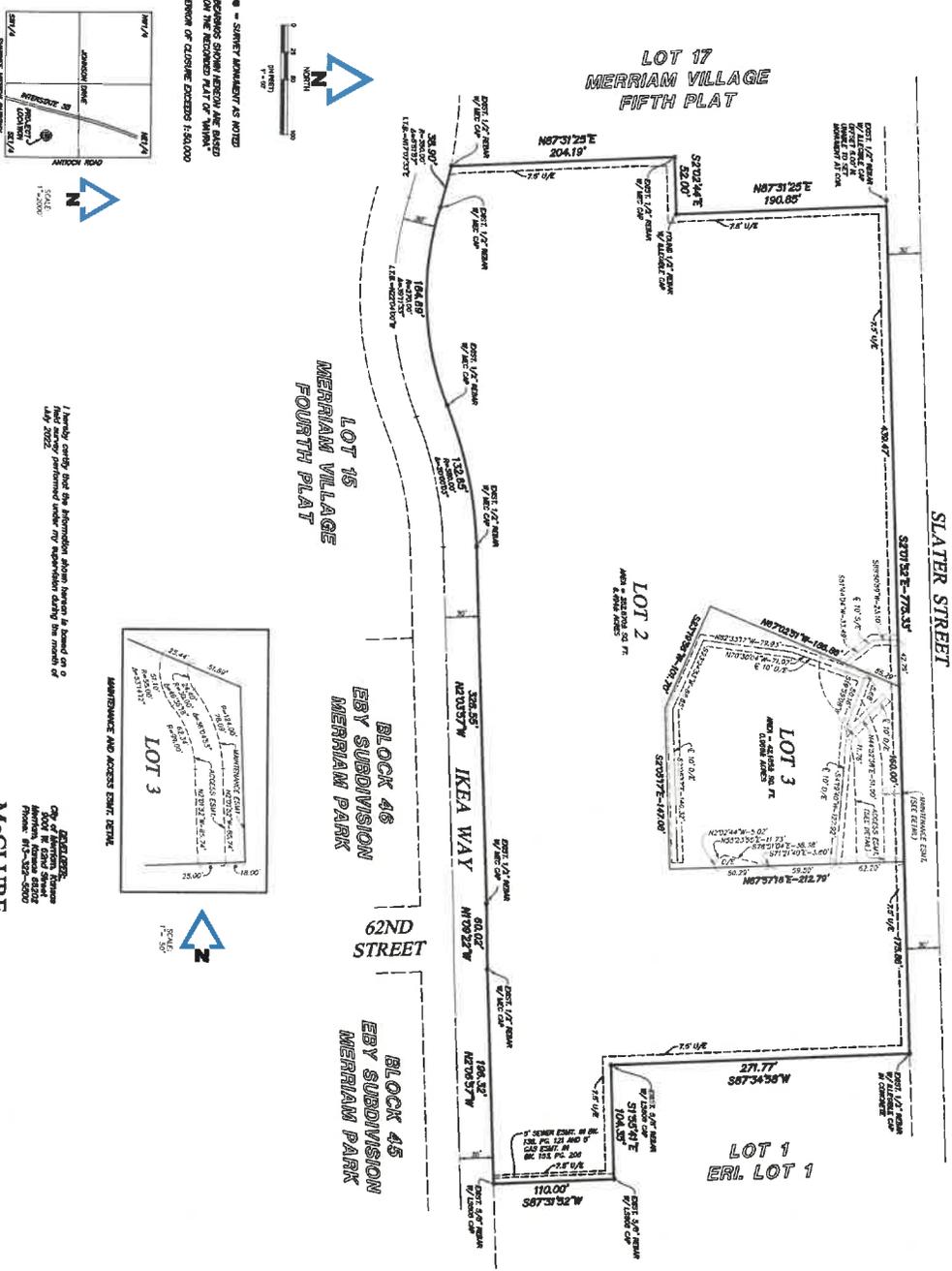
Property Legal Description and Survey

[Remainder of page intentionally left blank; Exhibit A follows.]

ANTIOCH LIBRARY LEGAL DESCRIPTION

Lot 3, VAVRA, SECOND PLAT, a subdivision of land in the City of Merriam, Johnson County, Kansas

**FINAL PLAT OF
VAVRA, SECOND PLAT
A REPLAT OF LOT 1, VAVRA
CITY OF MERRIAM, JOHNSON COUNTY, KANSAS**



2022-000 (2017-000 PRT. AM) July 15, 2022 REC

BR - LET A. KERNACK, IS 15-132

McCLURE
11031 Strong Line Road
Lenexa, Kansas 66215
(913) 888-7800 www.mccclure.com

APPROVED BY THE PLANNING COMMISSION OF THE CITY OF MERRIAM, KANSAS, THIS _____ DAY OF _____, 2022.

APPROVED BY THE PLANNING COMMISSION OF THE CITY OF MERRIAM, KANSAS, THIS _____ DAY OF _____, 2022.

By: Bob Peck, Mayor My Commission Expires: _____

By: John Patrick, City Clerk

By: Dean Dabry, Clerk

By: Mikoa A. Babin, Secretary

APPROVED BY THE GOVERNING BODY OF THE CITY OF MERRIAM, JOHNSON COUNTY, KANSAS, THIS _____ DAY OF _____, 2022.

By: Bob Peck, Mayor Attest: John Patrick, City Clerk

STATE OF _____

COUNTY OF _____

This record was acknowledged before me on _____ by Bob Peck as Mayor of the City of Merriam, Kansas.

My Commission Expires: _____

APPROVED BY THE PLANNING COMMISSION OF THE CITY OF MERRIAM, KANSAS, THIS _____ DAY OF _____, 2022.

By: Dean Dabry, Clerk

By: Mikoa A. Babin, Secretary

APPROVED BY THE GOVERNING BODY OF THE CITY OF MERRIAM, JOHNSON COUNTY, KANSAS, THIS _____ DAY OF _____, 2022.

By: Bob Peck, Mayor My Commission Expires: _____

By: John Patrick, City Clerk

APPROVED BY THE PLANNING COMMISSION OF THE CITY OF MERRIAM, KANSAS, THIS _____ DAY OF _____, 2022.

By: Dean Dabry, Clerk

By: Mikoa A. Babin, Secretary

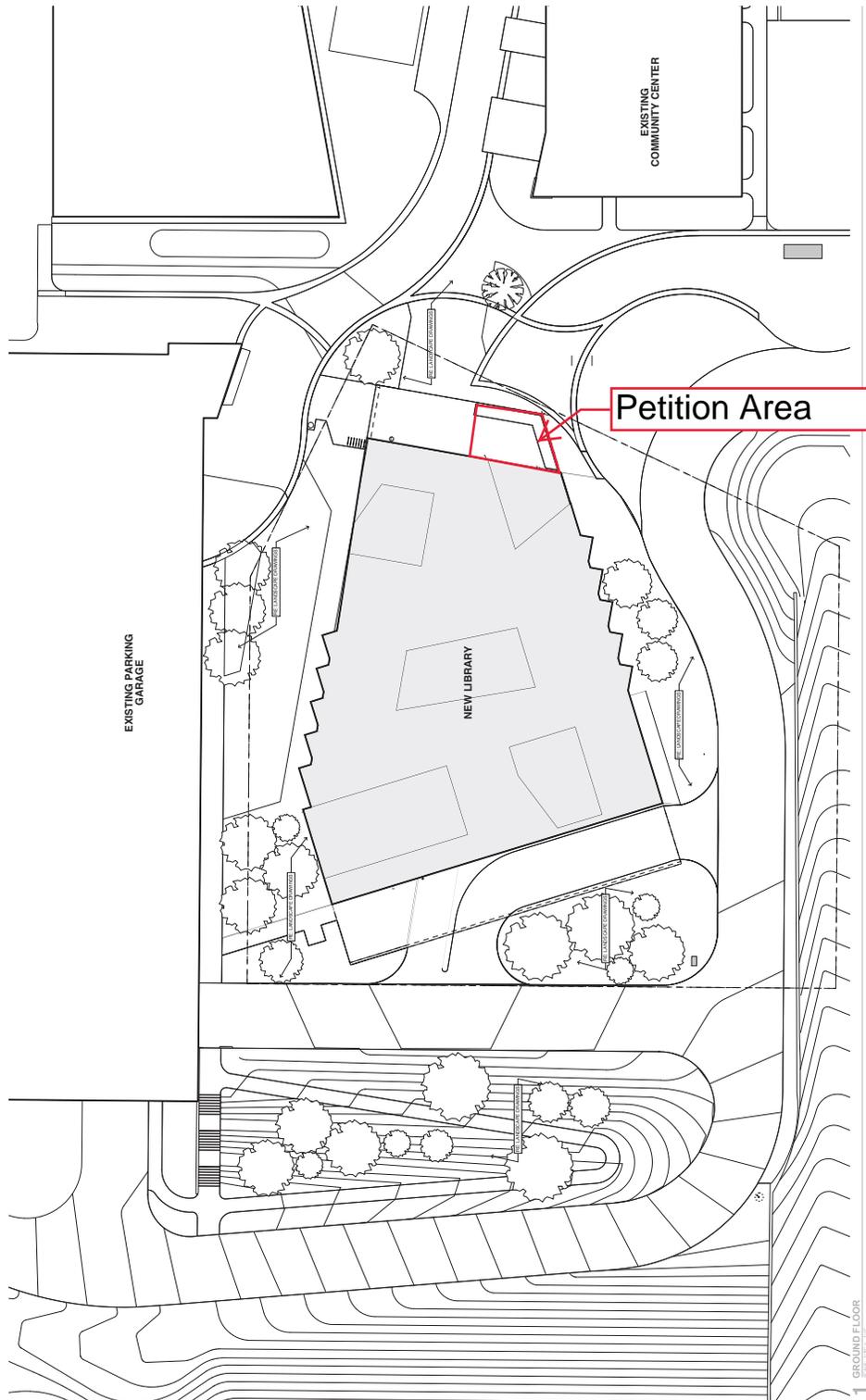
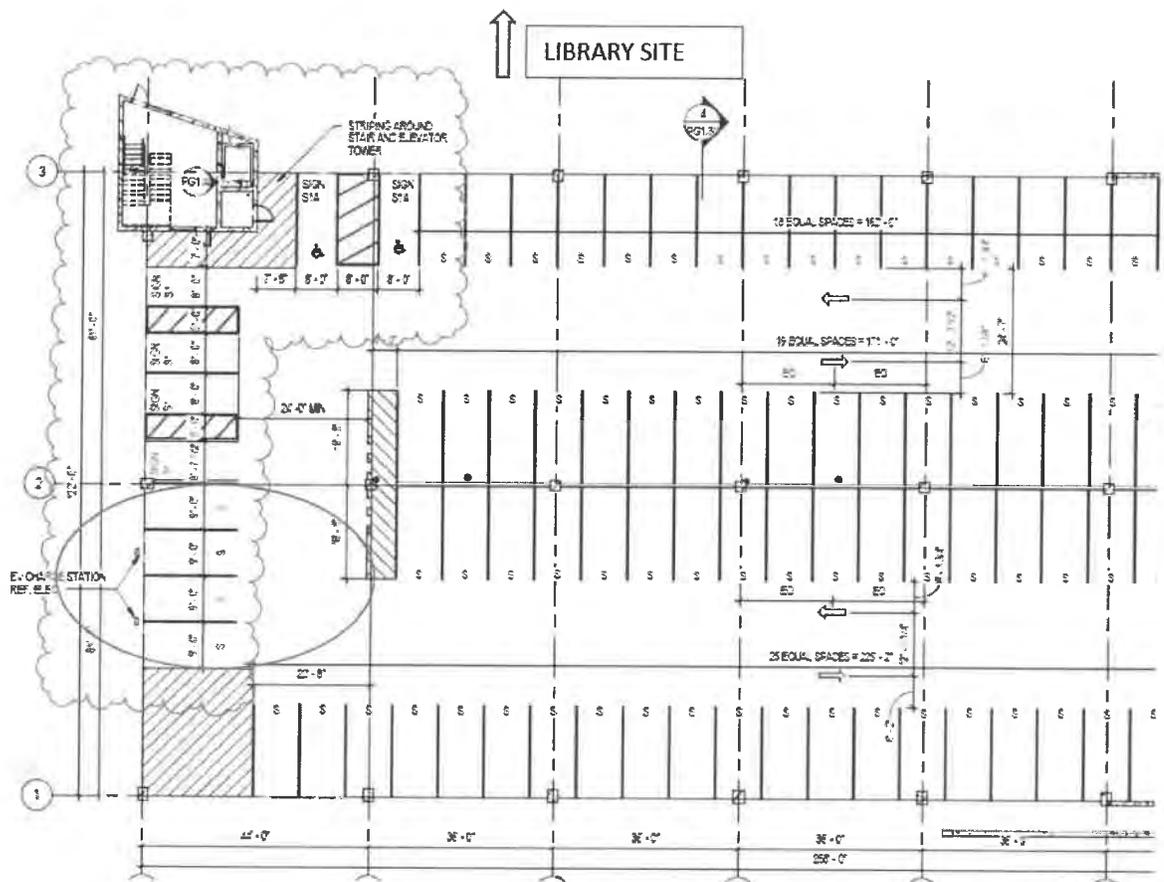


EXHIBIT C

Electric Vehicle Charging.



FINAL PLAT OF
VAVRA, SECOND PLAT
 A REPLAT OF LOT 1, VAVRA
 CITY OF MERRIAM, JOHNSON COUNTY, KANSAS

DESCRIPTION:

This is a resurvey and resubdivision of all of Lot 1, VAVRA, a subdivision of land in the City of Merriam, Johnson County, Kansas as recorded in Book 201811 at Page 000322 on November 1, 2018 in the Office of the Register of Deeds, Johnson County, Kansas, this original legal description being prepared on July 19, 2022, by me, Lee A. Hermreck, Professional Surveyor, Kansas License No. 1232, containing 325,055 square feet, more or less, equal to 7.462 acres, more or less of replatted land.

DEDICATION:

The undersigned proprietor of the above described tract of land has caused the same to be subdivided in the manner as shown on the accompanying plat, which subdivision shall hereafter be known as "VAVRA, SECOND PLAT".

An easement or license to lay, construct, maintain, alter, repair, replace and operate one or more sewer lines and all appurtenances convenient for the collection of sanitary sewage, together with the right of ingress and egress, over and through those areas designated as "Sanitary Sewer Easement" or "S/E" on this plat, together with the right of ingress and egress over and through adjoining land as may be reasonably necessary to access said easement and is hereby dedicated to Johnson County Wastewater of Johnson County or their assigns. Alteration of land contours will be permitted only with the express written approval of JCW. Any placing of improvements or planting of trees on said permanent right-of-way will be done at the risk of subsequent damage thereto without compensation thereof.

An easement or license to enter upon, locate, construct and maintain or authorize the location, construction or maintenance and use of conduits, water, gas, sewer, electrical, poles, wires, drainage facilities, ducts and cables, and similar utility facilities, upon, over and under these areas outlined and designated on this plat as "Utility Easement" or "U/E," is hereby granted to the City of Merriam, Johnson County, Kansas, and other governmental entities as may be authorized by state law to use such easement for said purposes.

An easement to enter upon, locate, construct, and maintain or authorize the location, construction, maintenance and use of storm drainage ditches, pipes and appurtenant structures upon and under those areas outline and designated on this plat as "D/E" or "Drainage Esmt.," the extent and direction of which are shown on the accompanying plat, is hereby dedicated to the City of Merriam, Johnson County, Kansas.

An easement or license to enter upon, locate, construct and maintain or authorize the location, construction or maintenance and use the retaining wall, upon, over and under these areas outlined and designated on this plat as "Maintenance Esmt.," is hereby granted to the City of Merriam, Johnson County, Kansas, and other governmental entities as may be authorized by state law to use such easement for said purposes.

A perpetual easement or license giving right of access, ingress and egress is hereby granted to the customers, invitees, licensees, agents and employees of Lot 3 for vehicular and pedestrian traffic over and across those areas designated on this plat as "Access Esmt."

IN TESTIMONY WHEREOF, the undersigned proprietor has hereunto subscribed its hand.

OWNER:

City of Merriam, Kansas

By: _____
 Bob Pape, Mayor

Attest: _____
 Juliana Pinnick, City Clerk

STATE OF _____)
) SS.
 COUNTY OF _____)

This record was acknowledged before me on _____ by Bob Pape as Mayor of the City of Merriam, Kansas.

My Commission Expires: _____

Notary Public
 Printed Name: _____

APPROVED by the Planning Commission of the City of Merriam, Kansas, this _____ day of _____, 2022.

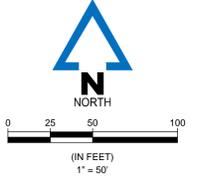
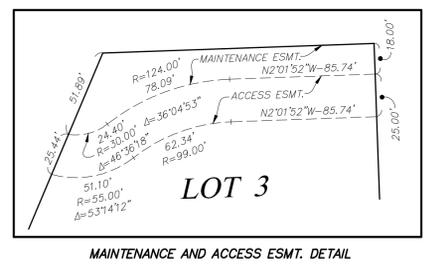
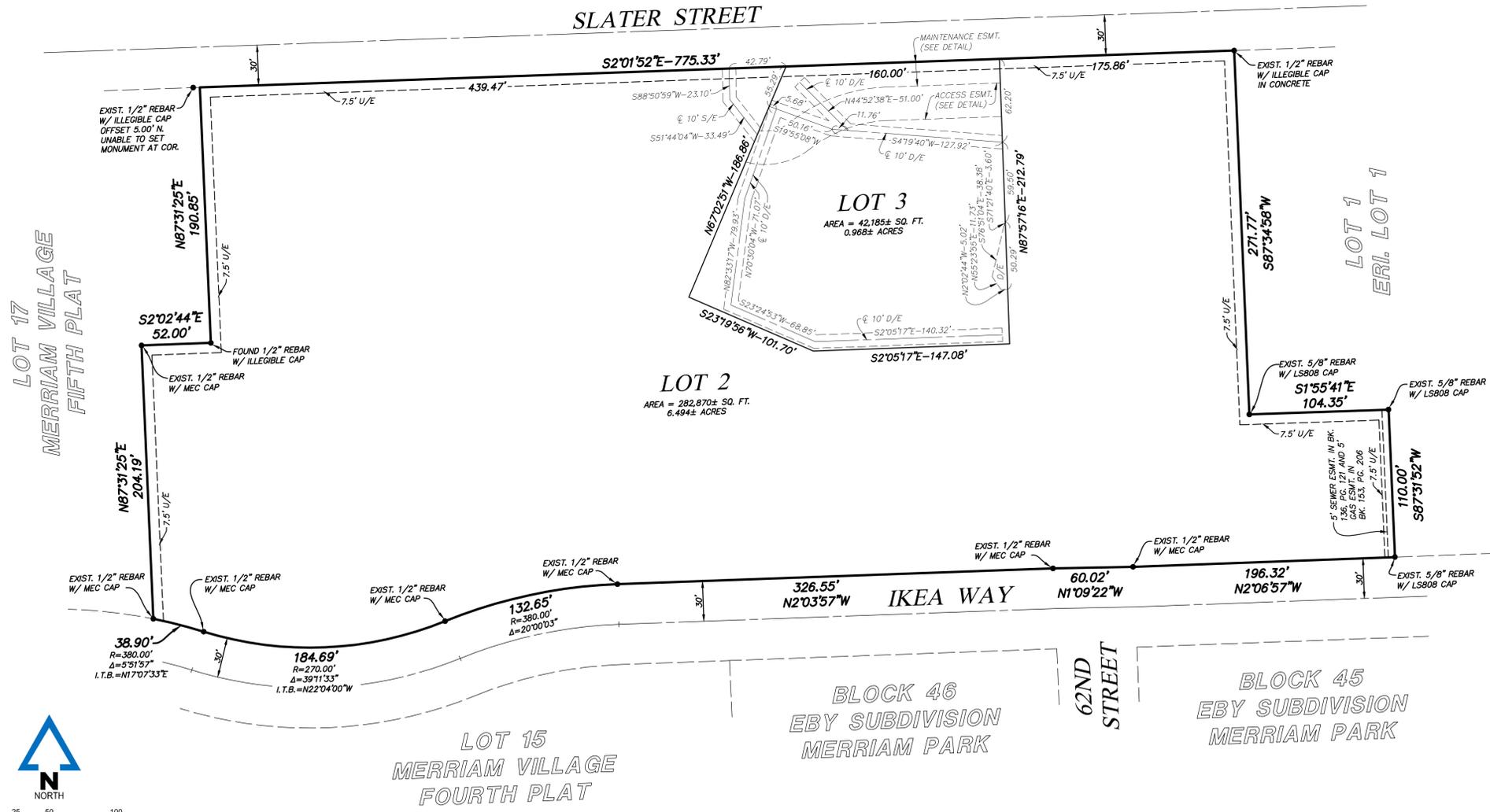
By: _____
 Brian Dailey, Chair

By: _____
 William A. Bailey, Secretary

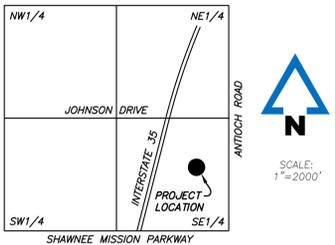
APPROVED by the Governing Body of the City of Merriam, Johnson County, Kansas, this _____ day of _____, 2022.

By: _____
 Bob Pape, Mayor

By: _____
 Juliana Pinnick, City Clerk



● = SURVEY MONUMENT AS NOTED
 BEARINGS SHOWN HEREON ARE BASED ON THE RECORDED PLAT OF "VAVRA"
 ERROR OF CLOSURE EXCEEDS 1:50,000



I hereby certify that the information shown hereon is based on a field survey performed under my supervision during the month of July 2022.

DEVELOPER:
 City of Merriam, Kansas
 9001 W. 62nd Street
 Merriam, Kansas 66202
 Phone: 913-322-5500

McCLURE
 "Your vision. Engineered here."
 11031 Strang Line Road
 Lenexa, Kansas 66215
 (913) 888-7800 www.mcclurevision.com

BY: _____
 LEE A. HERMRECK, KS LS-1232

AMENDED AND RESTATED AGREEMENT FOR SHARED PARKING, PLAZA AND
PROPERTY MAINTENANCE

This Amended and Restated Agreement for Shared Parking, Plaza and Property Maintenance (the “**Restated Maintenance Agreement**”) is entered into this ____ day of _____, 2022, by and between the City of Merriam, Kansas, a Kansas municipal corporation (“**City**”) and the Board of Directors of Johnson County Library, Johnson County, Kansas, a quasi-municipal corporation organized under the laws of the state of Kansas (“**JCL**”) (collectively, the City and JCL are referred to as the “**Parties**”).

RECITALS

A. City and JCL are parties to that Agreement for Shared Parking and Property Maintenance dated June 11, 2020 (“**Original Maintenance Agreement**”).

B. City and JCL are parties to that Property Conveyance Agreement between JCL and the City with an effective date of October 10, 2019, as amended by the Addendum to Property Conveyance Agreement dated June 11, 2020 (the “**Addendum**”) and the Second Addendum to Property Conveyance Agreement dated _____, 2022 (the “**Second Addendum**”) (collectively, the “**Property Conveyance Agreement**”) wherein the City agrees to convey to JCL that real property comprising approximately 0.968 acres, more or less, legally described on the Facility legal description attached to the Second Addendum to the Property Conveyance Agreement as **Exhibit A** and incorporated in this Restated Maintenance Agreement by reference (the “**Property**”), and located west of Slater Street and east of Ikea Way on land that is currently used as Lucyann C. Vavra Memorial Park in Merriam, Kansas; and

B. City’s conveyance of the Property is in consideration of JCL’s intention to construct upon the Property an approximately fifteen thousand (15,000) sq. ft. library facility (“**Facility**”) in approximately the location and form as shown on the Facility site diagram attached to the Second Addendum to the Property Conveyance Agreement as **Exhibit B** and incorporated in this Restated Maintenance Agreement by reference (“**Development Diagram**”).

C. City has implemented a redevelopment plan for a project area contiguous with the Property, referred to as the Vavra Park Project (“**Vavra Development**”), which incorporates the Facility, a community center, outdoor aquatic center, and shared Parking Structure serving the Vavra Development; and

D. City constructed a parking Structure containing a total of 202 passenger vehicle parking spaces for purposes of shared parking at the Vavra Development between the community center, outdoor aquatic center, and the Facility (“**Parking Structure**”) to maximize efficiencies recognizing the compatible and complementary occupancies generated from the mixing of uses and the parking demand patterns of the various uses; and

E. The Property Conveyance Agreement contemplates that JCL will utilize shared parking in the Parking Structure to satisfy the daily parking needs of the Library Facility and provide that the Parties will enter into a separate agreement to address the terms under which JCL

will participate in an annual payment to assist with the maintenance of the Parking Structure and the maintenance of the Property and shared spaces within Vavra Development; and

WHEREAS, the Parties desire to enter into this Restated Maintenance Agreement to amend and restate the Original Maintenance Agreement and to set forth the terms and conditions of the shared parking arrangement and maintenance of the Parking Structure, Plaza, as defined herein, and Property.

NOW, THEREFORE, in consideration of the covenants contained herein, the City and JCL agree as follows:

1. Use of Parking Structure. Commencing on the date JCL receives a certificate of occupancy or temporary certificate of occupancy (TCO), whichever is earliest (the “Effective Date”), JCL shall have non-exclusive use of the Parking Structure seven days a week for use by JCL employees and patrons of the Facility. There shall be no limitation on the hours during which JCL employees may make use of the Parking Structure. The parking model upon which the shared parking arrangement is based contemplates approximately 46 total parking spaces available for the Facility (the “JCL Parking”), consisting of four (4) spaces for JCL employees and 42 spaces for Facility patrons, recognizing that these may increase or decrease slightly on any given day.
 - a. JCL employees are not required to, but will be encouraged to, utilize the top level of the Parking Structure as much as possible thereby leaving the covered parking spaces and lower levels available for patrons. There shall be no parking spaces specifically reserved for JCL employees. The City will use reasonable best efforts to maintain adequate parking levels in the Parking Structure sufficient for JCL employees to have four (4) parking spaces.
 - b. The Parties agree that in accordance with the CITY Code, the CITY may tow, at an owner’s expense, vehicles improperly parked or abandoned in the Parking Structure.
2. Parking Structure Maintenance. The City shall provide utilities, including electric, water and stormwater, to and routine maintenance of the Parking Structure, including but not limited to snow removal, trash removal, periodic sweeping, minor asphalt repair, maintaining public wireless internet service infrastructure, maintaining electric vehicle charging stations, and annually spraying the structure to remove salt, sand and debris (all utilities and maintenance collectively referred to as the “Parking Structure Maintenance”). Parking Structure Maintenance shall be done in a manner that provides standard upkeep and appearance without serious defect.
 - a. Wireless Internet Service. The Parties desire to have free public wireless internet service extend across the Vavra Development, including throughout the Parking Structure. The City shall extend existing public wireless internet infrastructure to serve the entire Parking Structure, including the Parking Structure top deck. The Library shall pay the actual cost to install the public wireless internet infrastructure serving the Parking Structure. The Library shall pay its proportionate share of the

annual cost for internet service and annual maintenance costs for the public wireless internet service infrastructure serving the Parking Structure as part of the Structure Maintenance Fee.

- b. **Electric Vehicle Charging.** The Parties wish to install electric vehicle charging stations in the Parking Structure where conduit exists at the north end of the Parking Structure as shown on the Parking Structure Diagram attached to this Restated Maintenance Agreement marked as **Exhibit C** and incorporated herein by reference. The Parties shall each pay one-half the initial cost of installing the electric vehicle charging stations, which the Library shall pay in its first payment of the Structure Maintenance Fee. Subsequent to installation, the Parties shall share equally, and not prorated based on a proportionate share, in the cost of maintenance, repair, and replacement, which will be included in the Library's Structure Maintenance Fee.
 - c. **Parking Structure Security Camera Footage.** JCL and City agree to reasonably cooperate to determine a plan for exterior security camera placement to ensure optimal coverage of camera footage monitoring the Property, Plaza, and Parking Structure. The Parties shall comply with all applicable laws, regulations, City codes and ordinances, and JCL Administrative Regulations Manual and procedures with respect to sharing of exterior security video footage captured by the Parties' respective security cameras.
3. **Annual Structure Maintenance Fee.** JCL shall make an annual payment to the City, which represents the City's actual costs associated with providing the Parking Structure Maintenance (the "Structure Maintenance Fee"). For purposes of the Structure Maintenance Fee, JCL's proportionate share is determined based on the 46 parking spaces for JCL Parking compared to the total number of parking spaces, 202 spaces, in the Parking Structure, or, 22.7% of the City's total incurred costs.
- a. Unless otherwise agreed in writing by the parties, JCL shall annually pay the Structure Maintenance Fee to the City in a lump sum commencing with the first payment due within thirty (30) days after JCL's receipt of the earlier of a Temporary Certificate of Occupancy or a Certificate of Occupancy for the library branch (the "Effective Date") and shall be paid annually thereafter. The City shall submit invoices to JCL for such Structure Maintenance Fee and JCL shall make payment within thirty (30) days of the date upon which the invoice is received.
 - b. The City's decision to convey the Property to JCL was conditioned upon JCL's agreement to construct and operate a Facility as the City determined that this was beneficial to the Vavra Development. Recognizing the partnership between JCL and the City in this development project and the benefits received by each Party, the Structure Maintenance Fee included herein is discounted from what the City would charge a "for-profit" user.

- c. After five (5) years from the Effective Date and every five (5) years thereafter, the Parties agree to adjust the amount of the Structure Maintenance Fee, if necessary, to increase or decrease the amount as appropriate based upon the CITY's actual costs incurred in the fifth year of the term. The annual Structure Maintenance Fee shall be strictly for the actual costs of Parking Structure Maintenance and not for construction or repair costs. The Parties shall cooperate to determine the Structure Maintenance Fee to be paid in each of the first five years from the Effective Date not later than the date JCL receives a certificate of occupancy or temporary certificate of occupancy (TCO) for the Facility, whichever is earliest.
4. Library Property Maintenance. The Library Property contains areas outside the Facility's exterior that shall be maintained consistent with the guidelines for the rest of the Vavra Development.
- a. Definitions. The following are defined terms for this Agreement:
 - i. "Adjoining Area" means the means the real property and improvements situated outside and along the Facility's exterior walls extending to the Property boundary line, as depicted on the Development Diagram, but excluding the improvements within the Internal Access Drive.
 - ii. "Adjoining Area Fee" means a reasonable quarterly fee in exchange for the Adjoining Area Maintenance.
 - iii. "Adjoining Area Maintenance" means cleaning, upkeep, snow and trash removal, and any other standard maintenance tasks necessary to keep the Adjoining Area consistent with City guidelines for the rest of the Vavra Development, and as more fully set forth below in Section 4.c.
 - iv. "Internal Access Drive" means any real property or improvements situated between the public street back of curb and within the dedicated public road right of way existing on the Property, as depicted on the Development Diagram.
 - b. Adjoining Area Capital Investment. JCL shall pay the initial capital investment to improve the real property and construct improvements on the Adjoining Area.
 - c. Internal Access Drive Capital Investment. City shall pay the initial capital investment to improve the real property and construct improvements on the Internal Access Drive.
 - d. Adjoining Area Maintenance. The City shall perform Adjoining Area Maintenance on the Adjoining Area. The Adjoining Area Maintenance does not include repairs resulting from vandalism, graffiti, or damage to the Adjoining Area. Adjoining Area Maintenance includes but is not limited to the following activities:

- i. Cleaning the exterior windows of the Facility on the same schedule the City cleans windows on the community center at the Vavra Development;
 - ii. Snow and ice removal and treatment on all car and courier truck routes, sidewalks and public ways, including up to the Facility's public and staff doorways;
 - iii. Regular lawn and turf mowing and landscaping maintenance in the Adjoining Area; and
 - iv. Trash, waste, and recycling removal from the exterior waste receptacle serving the Facility ("**Waste Disposal**"), and as set forth in greater detail in Section 7 below.
- e. Adjoining Area Fee. JCL shall pay the Adjoining Area Fee for the City's actual costs incurred for the Adjoining Area Maintenance.
 - i. Unless otherwise agreed in writing by the parties, JCL shall pay to the City the Adjoining Area Fee every three calendar months on a quarterly basis in a lump sum commencing with the first payment due within thirty (30) days from the Effective Date. The City shall submit invoices to JCL for such Adjoining Area Fees and JCL shall make payment within thirty (30) days of the date upon which the invoice is received.
 - ii. The City may employ third party contractors to perform Adjoining Area Maintenance. The City shall make every effort to engage contractors offering competitive pricing that is reasonable for such maintenance services.
 - iii. After five (5) years from the Effective Date and every five (5) years thereafter, the Parties agree to adjust the amount of the Adjoining Area Fee, if necessary, to increase or decrease the amount as appropriate based upon the City's actual costs incurred in the fifth year of the term. The Adjoining Area Fee shall be strictly for the actual costs of Adjoining Area Maintenance and not for construction or repair costs. The Parties shall cooperate to determine the Adjoining Area Fee to be paid in the first five years from the Effective Date not later than the date JCL receives a certificate of occupancy or temporary certificate of occupancy (TCO) for the Facility, whichever is earliest.
- f. Internal Access Drive Maintenance. City shall perform Internal Access Drive cleaning, upkeep, snow and ice removal and treatment, and any other standard maintenance tasks necessary to keep the Internal Access Drive consistent with City guidelines for public roads ("**Drive Maintenance**").

- g. Internal Access Drive Maintenance Fee. JCL shall pay to the City an annual fee for Drive Maintenance (“**Drive Maintenance Fee**”). The City shall calculate the Drive Maintenance Fee based on JCL’s proportionate use of the Internal Access Drive, which is determined by the proportion of the 46 parking spaces for JCL Parking compared to the total number of parking spaces, 202 spaces, in the Parking Structure, or 22.7%. The Drive Maintenance Fee shall be strictly for the actual costs of maintenance and not for construction or repair costs of the Internal Access Drive.
 - i. Unless otherwise agreed in writing by the parties, JCL shall annually pay the Drive Maintenance Fee to the City in a lump sum commencing with the first payment due within thirty (30) days after the Effective Date and shall be paid annually thereafter, within thirty (30) days after submission to JCL of an invoice for such Drive Maintenance Fees.
 - ii. After five (5) years from the Effective Date and every five (5) years thereafter, the Parties agree to adjust the amount of the Drive Maintenance Fee, if necessary, to increase or decrease the amount, as appropriate, based upon the City’s actual costs incurred in the fifth year of the term. The annual Drive Maintenance Fee shall be strictly for the actual costs of Drive Maintenance and not for construction or repair costs. The Parties shall cooperate to determine the Drive Maintenance Fee to be paid in each of the first five years from the Effective Date not later than the date JCL receives a certificate of occupancy or temporary certificate of occupancy (TCO) for the Facility, whichever is earliest.
- h. Maintenance of JCL Property contemplated in this Restated Maintenance Agreement does not include maintenance by the City of any “green roof” existing on the Facility, if any. Maintenance of a “green roof” on the Facility, if any, is the sole responsibility of the Library.

5. Agreement on Design, Use, Management, and Maintenance of Vavra Development Plaza.

The Parties acknowledge that section 3.4 of the Property Conveyance Agreement addresses the City’s development and construction of the Vavra Development Plaza (“**Plaza**”) and provides for the City and JCL to comply with the terms of this Restated Maintenance Agreement for use, management, and maintenance of the Plaza, as follows:

- a. Plaza Landscaping and Paved Area Design and Installation. JCL and City agree to the unified shared Plaza design including benches, paving, and relocated infrastructure serving holiday ornament and decoration installation, including but not limited to a holiday tree, as presented on the Development Diagram. JCL shall remove and replace landscaping and paving on and adjacent to the Property affected by construction of the Facility and improvements on the Property at JCL’s cost. JCL agrees to maintain mostly open sight lines in the space between the Facility and Parking Structure, including the Adjoining Area, such that this landscaping does not increase darkness or shade within the Parking Structure. JCL and City acknowledge JCL’s preference is to landscape the Adjoining Area with native

plantings. JCL and the City agree the JCL shall cause its design team to investigate design forms and solutions that discourage skateboarding on open paving areas on the Property within the Plaza. JCL and City cooperate and collaborate to determine final materials for paved portions of the Plaza. The City shall maintain ownership of the Plaza. JCL shall be responsible for initial installation of landscaping and paving in the Adjoining Area and directly adjacent to the Property and Facility on the Plaza in accordance with the Development Diagram.

- b. Wayfinding Signage. City and JCL shall cooperate to design and locate wayfinding signage on the Plaza and within the Vavra Development for the Facility and serving the Property.
- c. Flagpole Sharing. JCL agrees not to install a flagpole on the Property. City shall permit JCL to utilize the City's flagpole existing in the Plaza, which currently displays only the flag of the United States of America. JCL shall share flag replacement costs as part of a Plaza Maintenance Fee to be agreed upon at a later date. JCL and City shall collaborate on a method to request flag lowering when needed for certain observances that aren't shared by the other party.
- d. Plaza Maintenance. The City shall maintain the Plaza in accordance with this Restated Maintenance Agreement. The Parties accordingly agree that not later than the date JCL receives a certificate of occupancy or temporary certificate of occupancy (TCO) for the Facility, whichever is earliest, the Parties will enter into a written Addendum to this Restated Maintenance Agreement to address terms for Plaza maintenance by the City and JCL and applicable maintenance fees to be paid by JCL to the City ("**Plaza Maintenance Fee**") in accordance with section 3.4 of the Property Conveyance Agreement.
- e. Scheduling for the Plaza and other Vavra Development Spaces. City and Library agree to cooperate to schedule their respective special events, which do not include regular Library programming, that utilize the Plaza and indoor spaces at the Vavra Development, including the City's community center and the Library's Facility, while, to the extent possible, respecting the other's programming deadlines. Usage of the City's interior spaces in the Vavra Development by the Library is subject to the City's existing scheduling approval. Usage of the Project's interior spaces by the City is subject to the Library's existing scheduling approval. The City understands that Library initiated programs are provided as a community resource, under the same policies of free and open access to information and ideas for all users that govern access to library materials. The City also understands that Library sponsorship of a program does not constitute an endorsement of the content of the program or the views expressed by the participants. When JCL and the City utilize property at the Vavra Development owned by the other party, including the Plaza, for a special event, JCL and City agree such events, when feasible, will be advertised as jointly sponsored by the other party. The parties agree that Library-sponsored and co-sponsored events will be free of charge to attendees.

6. Southern Hillside Landscaping. JCL and City desire to add additional grasses and native plantings to the Vavra Development's southern hillside existing on City property in a manner that protects sight lines for traffic flow, as set forth in the Development Diagram. JCL shall pay the initial cost for installing native plantings and grasses on the southern hillside as shown on the Development Diagram. The City shall be solely responsible for costs to maintain the southern hillside and landscaping.
7. Utilities. The Adjoining Area and Internal Access Drive require utilities, which may include but are not limited to water, electrical, irrigation, and gas services (the "Utilities"). The City shall cooperatively work with JCL to connect to the City's existing utility lines in the Adjoining Area and Internal Access Drive as may be appropriate based upon design and utility capacity. The Facility shall be separately metered for its Utilities.
8. Insurance. The Parties shall each maintain liability insurance as is standard for their business operations and shall provide the other party a certificate evidencing such coverage and showing the other party as an additional insured for liability arising out of that Party's negligence. The City shall be solely responsible for maintaining liability insurance for the Parking Structure. The insurance certificate for the Parking Structure issued by the City to the Library shall show both the Library and the Board of County Commissioners of Johnson County, Kansas as insureds. As the City will own the Parking Structure, it shall be responsible for properly maintaining it. In the event that a third party makes a claim for injury or damage resulting from the manner in which the Parking Structure is maintained or from a property defect at the Parking Structure, the City shall be responsible for handling and, if necessary, paying such claim. In the event such a claim is submitted by a third party to JCL, JCL shall tender such claim to the City for handling pursuant to this section 7.

The Parties shall each maintain workers compensation coverage as required under Kansas statute. The parties agree that there is no presumption of workers compensation liability for an injury incurred by a Library employee in the Parking Structure and nothing contained herein shall be construed to preclude a remedy other than workers compensation; however, to the extent that an employee of a Party to this Agreement incurs an injury in the Parking Structure which is deemed compensable under the workers compensation laws of the state of Kansas, each Party shall bear the liability for its own employees' workers compensation liability without recourse against the other Party to this Agreement.

9. Waste Disposal. JCL shall utilize the City's receptacles for Waste Disposal. The City shall provide Waste Disposal for JCL on the same schedule as the City provides waste disposal for the community center and outdoor aquatic center at the Vavra Development. Waste Disposal includes the waste generated from the Facility's interior and exterior spaces on the Property, provided however, JCL shall be responsible for depositing such waste in the waste receptacle. Such Waste Disposal services shall not apply to waste generated as part of Facility construction. The City shall commence Waste Disposal upon the Effective Date. JCL shall pay for Waste Disposal as part of the Adjoining Area Fee and pursuant to Section 3.2 of the Property Conveyance Agreement.

10. Term and Termination. This Restated Maintenance Agreement may be terminated by either party in the event of a material default upon thirty (30) days prior written notice providing the defaulting party fourteen (14) days to cure such default, or such longer period if reasonably necessary. The Term of this Agreement shall continue for the useful life of the constructed improvements, or while the constructed improvements remain in normal operation by the Parties, including the Facility, Parking Structure, Internal Access Drive, Adjoining Area and Plaza. The useful life of the constructed improvements shall include the use of such constructed improvements by the Parties following substantial completion of initial construction and regular repair, or renovation, but shall not include reconstruction or replacement. The temporary unavailability of the constructed improvements for such construction, repair, or renovation shall not terminate this Agreement.
11. Cooperation. The parties agree to cooperate and work together in good faith to effectuate the purpose of this Restated Maintenance Agreement. The Parties agree to utilize their best efforts to share the Parking Structure, Internal Access Drive, and Plaza and common spaces within the Vavra Development without disrupting the other party and to communicate and meet as necessary to address and facilitate solutions to any problems that might arise as a result of the shared parking arrangement. JCL and City shall cause respective staff members to meet regularly after JCL receives a certificate of occupancy or temporary certificate of occupancy (TCO) for the Facility, whichever is earlier, to develop and determine best practices for communication and coordination of use, maintenance, and management of the Vavra Development.
12. General Provisions.
 - a. Recitals. The recitals set forth above are incorporated herein by reference and made a part of this Restated Maintenance Agreement.
 - b. Assignment. This Restated Maintenance Agreement is personal to JCL and if the Property is subsequently conveyed by JCL to another entity, this Restated Maintenance Agreement may not be assigned without the City's written consent and would likely be modified based upon the assignee's use of the Property.
 - c. Amendments. This Restated Maintenance Agreement may only be modified or amended by written instrument executed by the Parties.
 - d. Governing Law. This Restated Maintenance Agreement is governed by and construed under the laws of the state of Kansas.
 - e. Authority. The signatories to this Restated Maintenance Agreement represent and covenant that each of them is fully authorized to enter into and execute this Restated Maintenance Agreement on behalf of the above-named party.
 - f. Third Party Beneficiaries. Nothing in this Restated Maintenance Agreement shall be construed to confer upon any other party the rights of a third-party beneficiary.

IN WITNESS WHEREOF, the Parties have executed this Restated Maintenance Agreement as of the date first written above.

[Remainder of page intentionally left blank; signature pages follow.]

CITY:

CITY OF MERRIAM, KANSAS

By: _____
Bob Pape, Mayor

Attest:

Juliana Pinnick, City Clerk

Approved As To Form:

Ryan Denk, City Attorney

ACKNOWLEDGMENT

STATE OF KANSAS)
)ss.
COUNTY OF JOHNSON)

On this _____ day of _____, 2022 before me appeared Bob Pape, who acknowledged himself to be Mayor of the City of Merriam, Kansas, and that he, as such and being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of said entity.

In Witness Whereof, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____

JCL:

**BOARD OF DIRECTORS OF THE
JOHNSON COUNTY LIBRARY**

By: _____
David Sims
Chair

Approved As To Form:

Fred J. Logan, Jr., Counsel for the Board
of Directors of the Johnson County Library

ACKNOWLEDGMENT

STATE OF KANSAS)
)ss.
COUNTY OF JOHNSON)

On this _____ day of _____, 2022 before me appeared David Sims, who acknowledged himself to be Chair of the Board of Directors of the Johnson County Library, and that he, as such and being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of said entity.

In Witness Whereof, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____

EXHIBIT A

Property Legal Description and Survey

[Remainder of page intentionally left blank; Exhibit A follows.]

ANTIOCH LIBRARY LEGAL DESCRIPTION

Lot 3, VAVRA, SECOND PLAT, a subdivision of land in the City of Merriam, Johnson County, Kansas

Briefing Sheet

To: Johnson County Library Board of Directors
From: Tricia Suellentrop, County Librarian
Date: August 11, 2022
Re: Action Item: Budget Review Committee

Issue: The Library Board shall annually establish a Library Budget Review Committee ("Committee"). The Library Board Chair shall, subject to the approval of the Library Board, propose three Library Board members to compose the Committee membership. The Committee shall meet at designated times to review budget issues in accordance with this regulation.

Suggested Motion: I move to form the Budget Review Committee with the following Board Members; [list volunteer Board Members].

Background: The Committee set forth in ARM 10-70-10 has authority only to review the budget. Committee members may comment at Library Board meetings on the budget and new spending proposals learned from participation in the Committee.

The Committee shall review only new spending. The Committee shall review five categories of new spending proposals as follows:

- New positions;
- New programs;
- Significant increases in spending;
- Any deletions or cuts in the Library budget; and
- Capital Improvement Plan proposals.

The Committee shall meet on four occasions over four months: October, November, and December, and again for the fourth meeting upon receiving the "balanced budget" summary from the Johnson County Manager's Office. The fourth meeting after the balanced budget summary more likely than not will occur in May. The Committee shall adjust the timing of its meetings, as necessary, should the Johnson County Board of County Commissioners ("BOCC") and the Johnson County Manager's Office make procedural changes to the budget process.

Analysis: The Library Board Chair shall, subject to the approval of the Library Board, propose three Library Board members to compose the Committee membership.

Legal Review: Formation of this committee which should consist of no more than three (3) Board Members has been approved by legal counsel.

Recommendation: To form the Budget Review Committee which should consist of no more than three (3) Board Members.

Suggested Motion: I move to form the Budget Review Committee with the following Board Members; [list volunteer Board Members].

ADMINISTRATIVE REGULATIONS

TAB: Governance

DOCUMENT NUMBER: ARM 10-70-10

SECTION: Library Board of Directors

SUBJECT: LIBRARY BUDGET REVIEW AND APPROVAL PROCESS

SUMMARY

The Board of Directors of the Johnson County Library ("the Library Board"), as the governing board of the Johnson County Library District, has a statutory duty to (1) approve and recommend a budget to the Board of County Commissioners for the Johnson County Library, (2) work with the office of the County Manager and the BOCC in developing a budget, and (3) ultimately approve a final budget in accordance with county budget policies and procedures. The purpose of this regulation is to describe the process by which the Library Board will achieve those goals.

Effective Date:
Reviewed:

August 10, 2017
October 27, 2021

**LEGAL
AUTHORITY**

The Johnson County Library is a corporate and political subdivision and, through the Library Board, exercises the powers of a corporation for public purposes. K.S.A. 12-1223.

The Library Board is the governing board of the Johnson County Library taxing district. Attorney General opinions 90-11 and 92-47.

The Library Board must approve, in conjunction with the Board of County Commissioners, a budget for the Johnson County Library. K.S.A. 12-1669 and 12-1670.

The Library Board makes budget recommendations to the BOCC and approves the budget in the manner determined by budget policies and procedures adopted by the BOCC. K.S.A. 12-1225b (a) and (b).

**LIBRARY BUDGET
REVIEW
COMMITTEE**

a. The Library Board shall annually establish a Library Budget Review Committee ("Committee"). The Library Board Chair shall, subject to the approval of the Library Board, propose three Library Board members to compose the Committee membership. The Committee shall meet at designated times to review budget issues in accordance with this regulation.

AUTHORITY AND SCOPE OF REVIEW

County Librarian's Role

b. The County Librarian shall attend all Committee meetings to take input from Committee members to help construct the Library's budget proposals with members' feedback. The County Librarian, however, shall be responsible for developing the budget and for making new spending recommendations to present to the Library Board.

c. The Library Board has the authority to approve the Library budget and spending. The Committee does not have the authority to approve the Library's spending proposals, budget recommendation, and formal budget resolution; these tasks are the under purview of the Library Board.

Library Board Budget Authority

1. The Library Board shall vote on and consider the Library's spending proposals, budget recommendation, and the formal budget resolution.

Committee Budget Authority

2. The Committee has authority only to review the budget. Committee members may comment at Library Board meetings on the budget and new spending proposals learned from participation in the Committee.

Scope of Committee Review

3. The Committee shall review only new spending. The Committee shall review five categories of new spending proposals as follows:

- New positions;
- New programs;
- Significant increases in spending;
- Any deletions or cuts in the Library budget; and
- Capital Improvement Plan proposals.

BUDGET PROCESS AND SCHEDULE

Committee Schedule

d. The committee shall follow a schedule that tracks with the Library's and County Manager's Office budget process

e. The Committee shall meet on four occasions over four months: October, November, and December, and again for the fourth meeting upon receiving the "balanced budget" summary from the Johnson County Manager's Office. The fourth meeting after the balanced budget summary more likely than not will occur in May. The Committee shall adjust the timing of its meetings, as necessary, should the Johnson County Board of County Commissioners ("BOCC") and the Johnson County Manager's Office make procedural changes to the budget process.

Committee Meeting Agendas and General Budget Timeline

f. Committee meetings shall follow an agenda that tracks with the county budget process. The Library Board budget process and the Committee's meetings will follow an annual schedule as follows, subject to change as to the months when meetings are held to account for changes in the county budget process:

1. In October, the Committee shall meet to begin review of new spending proposals by focusing on new positions, new programs, and significant increases in spending.
2. In November, the Committee shall meet to review Capital Improvement Proposals and cuts or deletions to the Library budget.
3. In early December, preferably before the December Library Board Meeting, the County Librarian shall present formal budget recommendations to the Committee.
4. At the December and/or January Library Board Meetings:
 - (i) The County Librarian shall recommend new spending proposals to the Library Board; and
 - (ii) The Library Board shall vote on new spending proposals to send to the Johnson County Manager's Office.
5. In the Spring:
 - (i) The Johnson County Manager's Office reviews the Library's new spending proposals and issues a balanced budget summary; and
 - (ii) After receiving the balanced budget summary, the County Librarian shall prepare the recommended Library budget.
 - (iii) The balanced budget summary compares the Library's new spending proposals to the prior year's budget.
6. In May or June:
 - (i) The Committee shall convene for review of the balanced budget summary and the County Librarian-recommended budget; and
 - (ii) The County Librarian shall present the County Librarian-recommended budget to the Library Board for review and consideration.

7. In August or September:

(i) The BOCC reviews and adopts its budget for the Library;
and

(ii) The Library Board shall approve a formal budget and levy resolution or resolutions for the Library that take into account BOCC actions on the Library budget.

October 27, 2021

ARM 10-70-10 END

Briefing Sheet

To: Johnson County Library Board of Directors
From: Tricia Suellentrop, County Librarian
Date: August 11, 2022
Re: **Gardner: Temporary closure for planned interior and exterior work.**

Issue: Consider approving a temporary closure at the Gardner Library for a period of up to eleven weeks between October and December to complete planned CRP work.

Suggested Motion: I move to approve a temporary closure of Gardner Library for a period of up to eleven weeks between October and December to complete planned CRP work.

Background: In 2021, the Library Board approved the 2022 Capital Replacement Program (CRP). The purpose of the CRP is to investigate and evaluate the condition of major building components and systems in Library facilities, establish a repair/replacement schedule for those components, and implement the projects. This systematic approach allows the ongoing care and maintenance of existing assets to be prioritized in a holistic manner. The CRP ensures that the useful life of Library buildings is maximized.

Work planned for the Gardner branch includes ceiling work at the entry, partial roof replacement, ADA corrections, and upgrades to security, building automation, mechanical, and plumbing systems.

At the June 2022 meeting, the Library Board approved a contract with Universal Construction Company to perform this work.

Analysis: The entire scope of work at Gardner is anticipated to last for about eleven weeks in the fall. Due to the nature of the work, much of which will be disruptive to library activities, we are recommending that the building be closed to the public during this time. We anticipate keeping the curbside hold service open as much as possible, so limited service for holds and material return will still be available. Most of the Gardner staff will be temporarily reassigned to other branches during the closure.

It is recommended that the Library Board approve temporary closure of the Gardner location for up to eleven weeks between October and December, reopening afterward with full public services restored.

Budget Review: Funding from this work was approved as a part of the 2022 CRP.

Legal Review: Library legal counsel has approved the construction contract as to form.

Alternatives: 1) Not approve the temporary closure, which would result in complicated patron messaging, inconsistent service, off-hours work, potential safety concerns, and patron confusion regarding which services are available.

Recommendation: To approve the temporary closure at the Gardner Library for a period of up to eleven weeks between October and December to complete planned CRP work.

Suggested Motion: I move to approve the temporary closure at the Gardner Library for a period of up to eleven weeks between October and December to complete planned CRP work.

Briefing Sheet

To: Johnson County Library Board of Directors
From: Tricia Suellentrop, County Librarian
Date: August 11, 2022
Re: Oak Park Library: Work Order Authorization approval for planned interior and exterior work.

Issues: Consider approving the Work Order Authorization with Kelly Construction Group, Inc. for interior and exterior work at Oak Park Library in an amount not to exceed \$820,600.00.

Suggested Motion:

I move to approve the Work Order Authorization with Kelly Construction Group, Inc. for interior and exterior work at Oak Park Library in an amount not to exceed \$820,600.00.

Background: In 2021, the Library Board approved the 2022 Capital Replacement Program (CRP). The purpose of the CRP is to investigate and evaluate the condition of major building components and systems in Library facilities, establish a repair/replacement schedule for those components, and implement the projects. This systematic approach allows the ongoing care and maintenance of existing assets to be prioritized in a holistic manner. The CRP ensures that the useful life of Library buildings is maximized.

Work planned for Oak Park includes HVAC and electrical system upgrades, restroom remodel, paving and entrance enhancements, ADA improvements, and security / building automation system improvements.

The contractor selected for this project, Kelly Construction Group, Inc., is one of four contractors the County has under a term and supply contract. These four contractors were selected via a competitive process in response to “RFP 2021-053: On-Call Construction Services”. The contract is AIA Document A121-2018 Standard Form of Master Agreement Between Owner and Contractor (“Master Agreement”), as modified in “RFP 2021-053: On-Call Construction Services” entered into on December 20, 2021, between the Board of County Commissioners, Johnson County, Kansas and Kelly Construction Group, Inc. The Library Board is recorded as the owner and insured on the Work Order Authorization.

This project was bid out to the four term and supply contractors, and Kelly Construction Group, Inc. was selected as they submitted the lowest bid.

Analysis: The entire scope of work at Oak Park is anticipated to last for two to three months and while the work was projected to occur in the Fall, external factors related to construction material procurement currently make it difficult to determine a definitive start date.

At this time, we are only requesting approval of the Work Order Authorization, and the request for a building closure will be brought to an upcoming board meeting once material lead times are confirmed, and a definitive start date can be set with the selected contractor.

Budget Review: This work is funded by existing approved Library Capital Replacement Program (CRP) funds.

Legal Review: Library legal counsel has approved the Contract and Work Order Authorization as to form.

Alternatives: 1) Not approve the Work Order Authorization, which would result in delays to the planned and needed building improvements at this branch.

Briefing Sheet

Recommendation: To approve the Work Order Authorization with Kelly Construction Group, Inc. for interior and exterior work at Oak Park Library in an amount not to exceed \$820,600.00.

Suggested Motion:

I move to approve the Work Order Authorization with Kelly Construction Group, Inc. for interior and exterior work at Oak Park Library in an amount not to exceed \$820,600.00.



Construction Services Term and Supply Work Order Authorization

In accordance with Section 2.3 of AIA Document A121-2018 Standard Form of Master Agreement Between Owner and Contractor ("Master Agreement"), as modified, of the "RFP 2021-053: On-Call Construction Services" entered into on December 20, 2021, between the Board of County Commissioners, Johnson County Kansas and **Kelly Construction Group, Inc.**, Work Order Authorization ("Work Order") is hereby given and mutually agreed upon per the following information and attached Scope of Services and Proposal.

Project Name: Oak Park Library – Building Systems, ADA and Interior Renovations

Project Location: 9500 Bluejacket St., Overland Park, KS 66214

Project Disciplines: Pre-Const Services General Construction Building Evaluation Construction Management

**(Pre-construction Services plus General Construction combined for BOCC projects will require legal approval)*

Detailed Description of the Work: The work includes electrical revisions to accommodate a new BAS system, new ceiling tiles, restroom renovations, revised staff area access door layout, and various improvements to address ADA deficiencies found and outlined in the JCL ADA Transition Plan including but not limited to exterior paving, doors, hardware and accessory mounting heights.

The Contract Time: Project Start Date: **December (TBD)**
Substantial Completion: **March (TBD)**

The Contract Sum: Stipulated Sum: **\$ 820,600.00**
***Alternate #1 is accepted and included in this sum**
***Alternate #2 is not accepted or included**

Cost of work plus Contractors Fee: \$ N/A

Cost of work Plus Contractors Fee with GMP: \$ N/A

Project Cost Breakdown: **(contractor cost should match the percentages provided in RFP costing Component)*

Labor: \$53,500 Materials: \$66,000 Subcontractors: \$669,100 *Contractor markup: \$32,000

Project Proposal Date: 22-Jul-22

Architect/Consultant for the Project (if applicable): *(Name, legal status, address, and other information)*

Clark & Enersen
2020 Baltimore Ave., Suite 300
Kansas City, MO 64108
816-474-8237

Insurance and Bonds:

Insurance shall be in accordance with Article 15 of the Master Agreement, and or except as indicated below:

The Contractor shall cause the commercial general and automobile liability coverage required by the Contract Documents to include the Board of Directors of the Johnson County Library and Board of County Commissioners of Johnson County, Kansas and their respective officers, Commissions, Agencies, employees and volunteers."

Certificate Holders:

Board of Directors of the Johnson
County Library
c/o Risk Manager
111 S. Cherry Street, Suite 2400
Olathe, KS 66061

Board of County Commissioners
Johnson County, Kansas
c/o Risk Manager
111 South Cherry Street, Suite 2400
Olathe, Kansas 66061-3486

Property Insurance (BUILDERS RISK):

Contractor shall procure and maintain "All-Risk" Builder's insurance, written on a commercially recognized policy form, providing coverage for the Work performed under the contract, and the materials, equipment or other items incorporated therein, while the same are located at the construction site, stored off-site, in transit, or at the place of manufacture. The policy limit shall be in a minimum amount equal to the value of the Contract, including any additional costs which are normally insured under such policy. The insurance coverage shall include boiler and machinery insurance on a comprehensive basis and include coverage against damage or loss caused by earth movement, fire, flood, hurricanes, explosion, hail, lighting, weather, vandalism, malicious mischief, wind, collapse, riot, aircraft, smoke, or other cataclysmic events, and coverage against damage or loss caused by machinery accidents and operational and performance testing, commissioning and start-up, with extended coverage, and providing coverage for transit, with sub-limits sufficient to insure the full replacement value of the property or equipment removed from its site and while located away from its site until the date of final acceptance of the Work. The Contractor shall be responsible for any deductible and the County shall be named as a loss payee.

The making of progress payments to the Contractor shall not be construed as relieving the Contractor or its subcontractors or insurance carriers providing the coverage described herein for responsibility for loss or direct physical loss, damage or destruction occurring prior to final acceptance of the Work.

Statutory Bonds and Performance Bonds: (if project cost is over \$40,000 to be collected by FMA Buyer)

Contractors Representatives: (name, address, and other information)

Scott Kelly, President
Kelly Construction Group, Inc.
4021 E. 143rd St.
Grandview, MO 64030
816-621-7600
skelly@buildkelly.com

Owners Representative: (name, address, and other information)

Sean Hendrix, Library Architectural Project Manager
Johnson County Facilities Management – Planning Design and Construction
111 S. Cherry St., Suite 2100
Olathe, KS 66061
913-715-1135
Sean.Hendrix@jocogov.org

Contract Documents: (List any specifications, drawing, addendum, or other supporting documents)

The Contract Documents are defined in Section 5.2 of the Master Agreement and, except for Modifications issued after execution of this Work Order, are enumerated below:

1. This Work Order Authorization
2. The Work Proposal (Issued with Construction Documents)
3. The Master Agreement
4. The Supplementary and other Conditions of the Contract, if any: N/A

Document	N/A
Title	N/A
Date	N/A
Pages	N/A

5. The Specifications, if any, listed below or attached as an exhibit to this Work Order:

Document [Project Manual](#)
Title Oak Park Library – Building Systems, ADA and Interior Renovations
Date 6/30/22
Pages 530

6. The Drawings, if any, listed below or attached as an exhibit to this Work Order:

Document [Construction Documents](#)
Title Oak Park Library – Building Systems, ADA and Interior Renovations
Date 6/30/22
Pages 33

7. The Contractor's Performance and Statutory Bonds as may be required for the Project under the Contract Documents and this Work Order

8. Additional documents, if any, forming part of the Contract Documents as may be listed below or as may be attached as an exhibit to this Work Order:

Addendum 01 – 7/15/2022
Addendum 02 – 7/20/2022

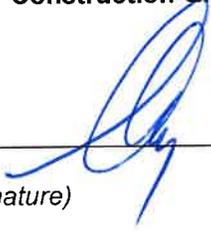
Work Order Authorization Contract Effective Date: 8/11/2022

OWNER:
Board of Directors of the
Johnson County Library

CONTRACTOR:
Kelly Construction Group, Inc.

(Signature)

David Sims, Board Chair



(Signature)

Scott Kelly, President