



**Board Report
June 12, 2025**

AGENDA

JOHNSON COUNTY LIBRARY BOARD OF DIRECTORS
REGULAR MEETING, JUNE 12, 2025
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 [YouTube Channel](#). 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 and be made part of the record prior to the meeting.

- I. Call to Order
 - A. Pledge of Allegiance
- II. Citizen Comments
- III. Remarks
 - A. Members of the Johnson County Library Board of Directors
 - B. Board Chair, Jeffrey Mendoza
 - C. Development Department: Written reports presented by Shelley O'Brien, Development Director....4
 - D. Liaison, Board of County Commissioners, Julie Brewer
- IV. Reports
 - A. Board Counsel – Andrew Logan
 - a) Review brief Legal Orientation and Governance (*Policy vs Operations*)
 - B. County Librarian Report – Tricia Suellentrop, County Librarian
 - 1. Finances and Statistics
 - a) Financial Report, Dave Vratny, Finance Director.....6
 - i. Budget Presentation to Board of County Commission Recap
 - b) Quarterly Statistics, Adam Wathen, Associate Director of Branch Services.....11
 - c) Circulation Department Statistics, Michelle Olsen, Circulation Manager.....17
 - 2. Comprehensive Library Master Plan
 - a) Spring Hill and De Soto, Megan Levitt, Project Coordinator.....31
 - i. bc Design Group, Final Design Update, Brooke Cinalli and Hilary Beashore.....35
 - b) Website Update, Elissa Andre, Marketing & Communications Manager.....52
 - c) Capital Projects: Timeline Summary, Scott Sime, Project and Event Manager.....57
 - 3. Updates – Tricia Suellentrop, County Librarian
 - a) Libraries as Cooling and Warming Centers, Tricia Suellentrop, County Librarian
 - b) Library Board Member and Staff attending ALA, Tricia Suellentrop, County Librarian
 - c) Update Public Printing, PC Reservation and Point of Sale Project, Tricia Suellentrop, County Librarian
 - d) Juneteenth Celebration, Megan Mascorro Jackson, Branch Operations Manager.....60
 - e) elementia, Jenny Reeves, Program Coordinator, Hiran Magesh and Sumlina Alam.....61
 - f) Strategic Plan Trimester 1 2025 Report, Kinsley Riggs, Deputy County Librarian.....64

V. Consent Agenda

A. Action Items:

- 1. Minutes of the May 8, 2025 Regular Library Board meeting.....74
- 2. Minutes of the May 16, 2025 Special Library Board meeting.....85
- 3. Consideration of Land Use Agreement to Create Community Garden between Johnson County Library and Overland Park Community Garden.....87
- 4. Consideration of contract and exception to competition for upgrades to BAS systems at multiple branches.....96
- 5. Consideration of agreement with American Heart Association.....129
- 6. Consideration of Walk and Read Signage Installation at Central Resource Library.....136

B. Information Items

- 1. Financial and Personnel
 - a) The County Librarian and the Finance Director certify those payment vouchers and personnel authorizations for April 2025 were handled in accordance with library and County policy.
 - b) The April 2025 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.....140

VI. Old Business

- A. None.

VII. New Business

- A. None.

VIII. Adjournment



Monthly Report
of the Friends of Johnson County Library
to the Board of Directors of Johnson County Library
June 2025

Community Engagement & Advocacy

There's no question that attacks on libraries are more blatant than ever on the national stage – we are all bearing witness to this disheartening moment in history. However, library advocates are showing up in full force and fighting back. We are grateful to all of you who heeded the call and contacted their Congressmembers to sign “Dear Appropriator” letters in support of FY2026 federal library funding requests. The two letters – one each in the House and Senate – received more signatures than they have since 2021, according to American Library Association’s Public Policy and Advocacy Office.

While we continue to follow the federal budget process, our attention is now primarily focused on the County and Library budget cycles. We will soon be activating our network of Friends members to connect with their County Commissioners and remind them how critical it is to keep our libraries well-funded and strong for all Johnson County residents.

Special Guests on 501(c) Day

501(c) Day is an annual celebration of the nonprofit sector organized by our friends at Nonprofit Connect. Held on May 1st, it's a day to give special attention to the many for-cause businesses that work so hard to make our lives better. This year, we participated in hosting staff and clients from Growing Futures at The Book Nook's Thursday evening book sale. Once a month, leaders of this organization select a spot to highlight as a resource for much-needed programs and services. The fact that we were selected speaks clearly to the importance of affordable books for our fellow community members to build their home libraries. There is dignity, too, in being able to buy a book for your child, even if it only costs a quarter.

Staff Updates

It is bittersweet to share with you the retirement of Karin Dembinski, who has worked for the Friends for 9 ½ years. She began her time with us as Blue Valley Bookstore Supervisor, then moved into the role of Sorting & Sales Specialist at Friends Headquarters during organizational restructuring. It is through her mind and mental vision that The Book Nook looks so beautiful! We will miss her dearly. However, with her first granddaughter on the way, it is perfectly understandable, and we agree wholeheartedly that it is time for her to move on to more important matters. Her last day will be June 24th.

Respectfully submitted,

Shanta Dickerson (she/her)
Executive Director

Libraries for all. All for libraries.

Monthly Report
of the Johnson County Library Foundation
to the Board of Directors of Johnson County Library
Shelley O'Brien, Executive Director
June 2025

Get to Know the Johnson County Library Foundation Board – Stann Tate

To encourage networking amongst our Library leadership volunteers, we want to highlight Foundation Board members each month. We will start with the current Board President, Stann Tate.



Stann may be the busiest person in the Kansas City area. During the day, you will find him at Menorah Medical Center as the Vice President for Marketing and Business Development. He has been there for over 11 years. Additionally, he has a background in sports and community relations with several other KC organizations. On weekends and evenings, Stann can be seen at weddings and community events as DJ Stann, one of the most popular local DJs and emcees. If that was not enough, Stann is one of the regulars on Nebraska Furniture Mart commercials in the KC area. What is amazing, is that Stan has time to volunteer and be fully engaged with the Johnson County Library Foundation.

He has done so much to help both the Foundation and Library Lets Loose grow to its current success.

Library Lets Loose Updates

Library Lets Loose has new technology for the event this year. One Cause is a very popular website and event application in the Kansas City area and nationally. This year Library Lets Loose will be using One Cause to streamline purchasing your tickets, sponsorships, and raffle tickets.

Additionally, volunteers are working on experience packages that will be auctioned off this year. The online silent auction will include 10 packages – usually with an experience and additional items, such as restaurant gift cards and promotional items. If you know a local business that would like to donate an auction item, please let me know. We need everything in by September 1st.

Please Save the Date

Library Lets Loose is Saturday, September 20th at 6pm. Save the Date reminders are going out in the mail this week to all Library donors. Additionally, you will see promotional bookmarks at each of your 14 Johnson County Library branches.

JOHNSON COUNTY LIBRARY: Summary of Expenditures by Cost Category (.75 Increase Only)
April 2025
33% of Year Lapsed

OPERATING FUND	Programs	2024 Budget
	Revenue	6,079,665
	Administrative Services	
	Information Technology	
	Collection Development	
	Branch/Systemwide Services	
	Transfer to Capital Projects	3,693,532
	Interfund Transfers	
TOTAL OPERATING FUND EXPENDITURES		<u>\$3,693,532</u>
TOTAL .75 INCREASE FUNDS REMAINING OPERATING		<u><u>\$2,386,133</u></u>
SPECIAL USE FUND		2024 Budget
	Revenue:	3,486,675
	Expenses:	
	Contractual Services (General Maintenance)	
	Commodities (Capital Equipment)	
	Transfer to Debt Payment	
	Transfer to Debt Payment - CLMP	529,534
	Transfer to Capital Projects	
TOTAL SPECIAL USE FUND EXPENDITURES		<u>\$529,534</u>
TOTAL .75 INCREASE FUNDS REMAINING SPECIAL USE		<u><u>\$2,957,141</u></u>
TOTAL .75 INCREASE FUNDS REMAINING ALL FUNDS		<u><u>\$5,343,274</u></u>

JOHNSON COUNTY LIBRARY TOTAL REVENUE REPORT

April 2025

33% of Year Lapsed

REVENUE ALL FUNDS	2025 Year to Date	2025 Budget	% Budget Year to Date	% Budget YTD Prior Year
Ad Valorem	27,372,731	48,673,540	56%	57%
Ad Valorem Delinquent	106,542	297,300	36%	58%
Motor Vehicle	993,818	3,587,813	28%	28%
Library Generated - Copying/Printing	4,633	108,206	4%	30%
Library Generated - Overdues / Fees	34,883	42,000	83%	49%
Sale of Library Books	0	50,000	0%	0%
Misc Other	13,421	18,703	72%	35%
Reimbursements	108,403	791,000	14%	17%
Library Generated - Other Charges	0	0	0%	0%
Investment	674,417	825,000	82%	57%
Unencumbered Balance Forward	0	926,000	0%	0%
Transfer from Capital Projects	0	0	0%	0%
Sale of Capital Assets	3,930,000	0	0%	0%
Recreational Vehicle Tax	9,848	14,995	66%	58%
Commercial Vehicle Tax	48,586	64,835	75%	74%
Heavy Trucks Tax	3,305	4,557	73%	75%
Rental Excise Tax	30,828	70,464	44%	44%
Payment in Lieu of Taxes	248,677	0	0%	0%
State and Federal Grants	165,810	273,607	61%	49%
TOTAL REVENUE	33,745,902	55,748,020	61%	48%

Expenses ALL FUNDS with Collection

Encumbrance	2025 Year to Date	2025 Budget	% Categories Expended
Salaries and Benefits	9,085,881	29,358,440	31%
Contractual Services	2,326,586	7,654,967	30%
Commodities	3,969,384	5,386,244	74%
Risk Management Charges	65,322	261,286	25%
Capital / Maintenance / Repair	3,693,532	5,985,047	62%
Transfer to Capital Projects	529,534	3,127,170	17%
Grants	167,989	273,607	61%
Interfund Transfer	3,701,259	3,701,259	100%
TOTAL EXPENDITURES	23,539,487	55,748,020	42%

Revenue - Expenses as of April 30, 2025 10,206,415

RESERVES ALL FUNDS	As of 12/31/24
Reserves Operating Fund	16,689,524
Reserves Special Use Fund	3,259,982
Total JCL Reserves	<u><u>19,949,506</u></u>

JOHNSON COUNTY LIBRARY: Summary of Expenditures by Cost Category
April 2025
33% Year Lapsed

OPERATING FUND	2025	2025	% Program
Programs	Year to Date	Budget	Expended
Administrative Services	1,420,758	5,864,996	24%
Information Technology	1,693,980	5,720,876	30%
Collection Development	1,525,027	4,230,389	36%
Branch/Systemwide Services	8,016,599	26,223,885	31%
Risk Management Charges	65,322	261,286	25%
Grants	2,179	273,607	1%
Transfer to Capital Projects	3,693,532	5,985,047	62%
Interfund Transfer	3,634,270	3,701,259	98%
TOTAL OPERATING FUND EXPENDITURES	20,051,667	52,261,345	38%

SPECIAL USE FUND	2025	2025	% Budget
	Year to Date	Budget	Expended
Contractual Services (General Maintenance)	0	202,505	0%
Commodities (Capital Equipment)	0	157,000	0%
Transfer to Debt Payment	0	0	0%
Transfer to Capital Projects	529,534	3,127,170	17%
TOTAL SPECIAL USE FUND EXPENDITURES	529,534	3,486,675	15%

TOTAL EXPENDITURES	20,581,201	55,748,020	37%
---------------------------	-------------------	-------------------	------------

JOHNSON COUNTY LIBRARY: Summary of Expenditures by Type
April 2025
33% Year Lapsed

ALL FUNDS	2025	2025	% Categories
Categories	Year to Date	Budget	Expended
Salaries and Benefits	9,085,881	29,358,440	31%
Contractual Services	2,066,831	7,654,967	27%
Commodities	1,436,663	5,386,244	27%
Risk Management Charges	65,322	261,286	25%
Capital / Maintenance / Repair	3,693,532	5,985,047	62%
Transfer to Debt Payment	0	0	0%
Transfer to PBC Capital Leases	529,534	3,127,170	17%
Grants	2,179	273,607	1%
Interfund Transfer	3,701,259	3,701,259	100%
TOTAL EXPENDITURES	20,581,201	55,748,020	37%

GRANTS*	Expenditures through 04/30/2025	Source	Received	Expenditures	Grant Award	Budget Remaining
285000091	2023-State Aid	State	3/29/2023	\$132,568.53	\$132,568.53	\$0.00
285000092	2024-State Aid	State	3/12/2024	\$132,886.40	\$132,886.40	\$0.00
285000094	2025-State Aid	State	4/17/2025	\$0.00	\$165,810.08	

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

Expenditure of Friends of the JCL Donations 2025

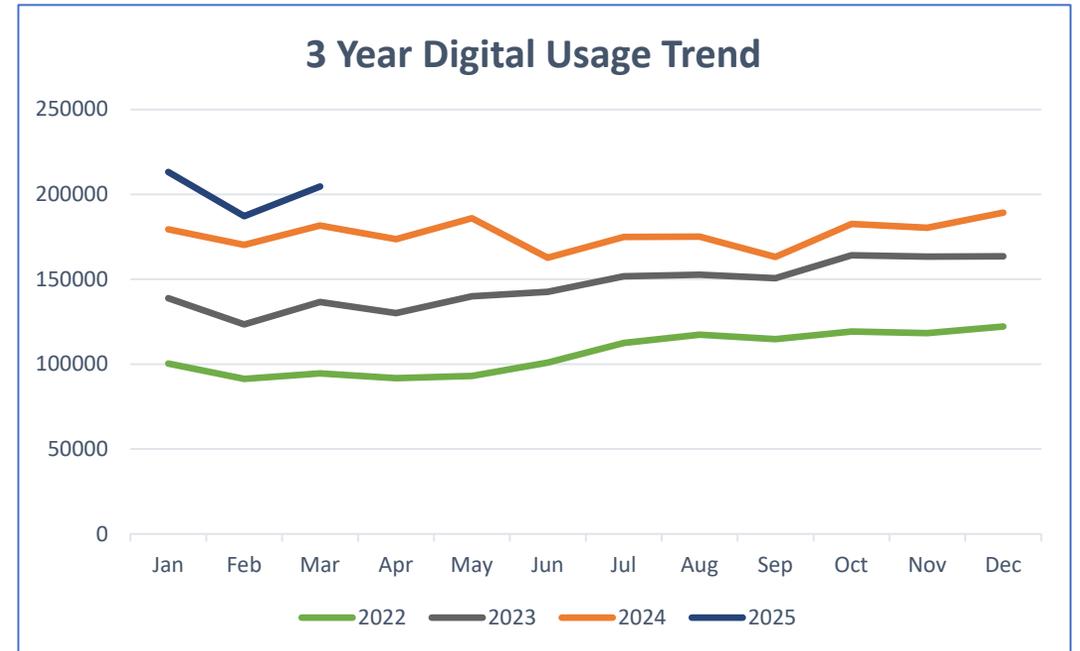
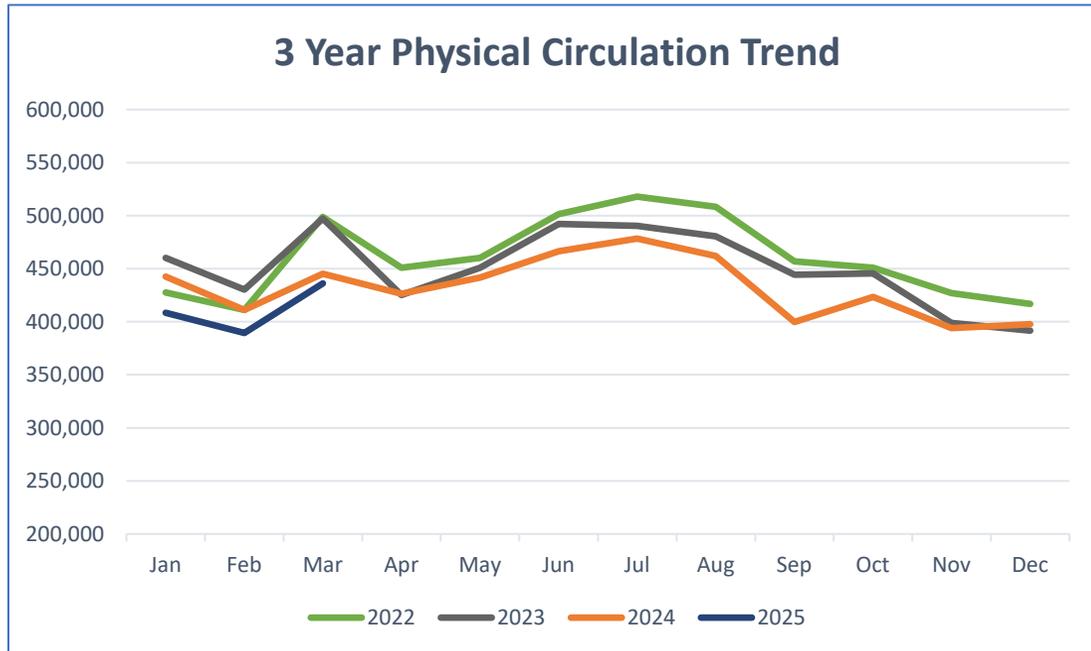
<i>Expenditure Details</i>	<i>April</i>	<i>YTD</i>
Volunteer Recognition	\$0.00	\$0.00
Advertising/Promotion	0.00	0.00
Collection Materials	0.00	0.00
Professional Development/Staff Recognition	0.00	0.00
Technology/Recruitment Consulting & Expenses	0.00	0.00
Strategic Planning meeting supplies	0.00	0.00
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	345.00
Board Retreat Expenses	0.00	0.00
Miscellaneous	0.00	0.00
Total Expenditures	\$ -	\$ 345.00

Quarterly Statistical Report

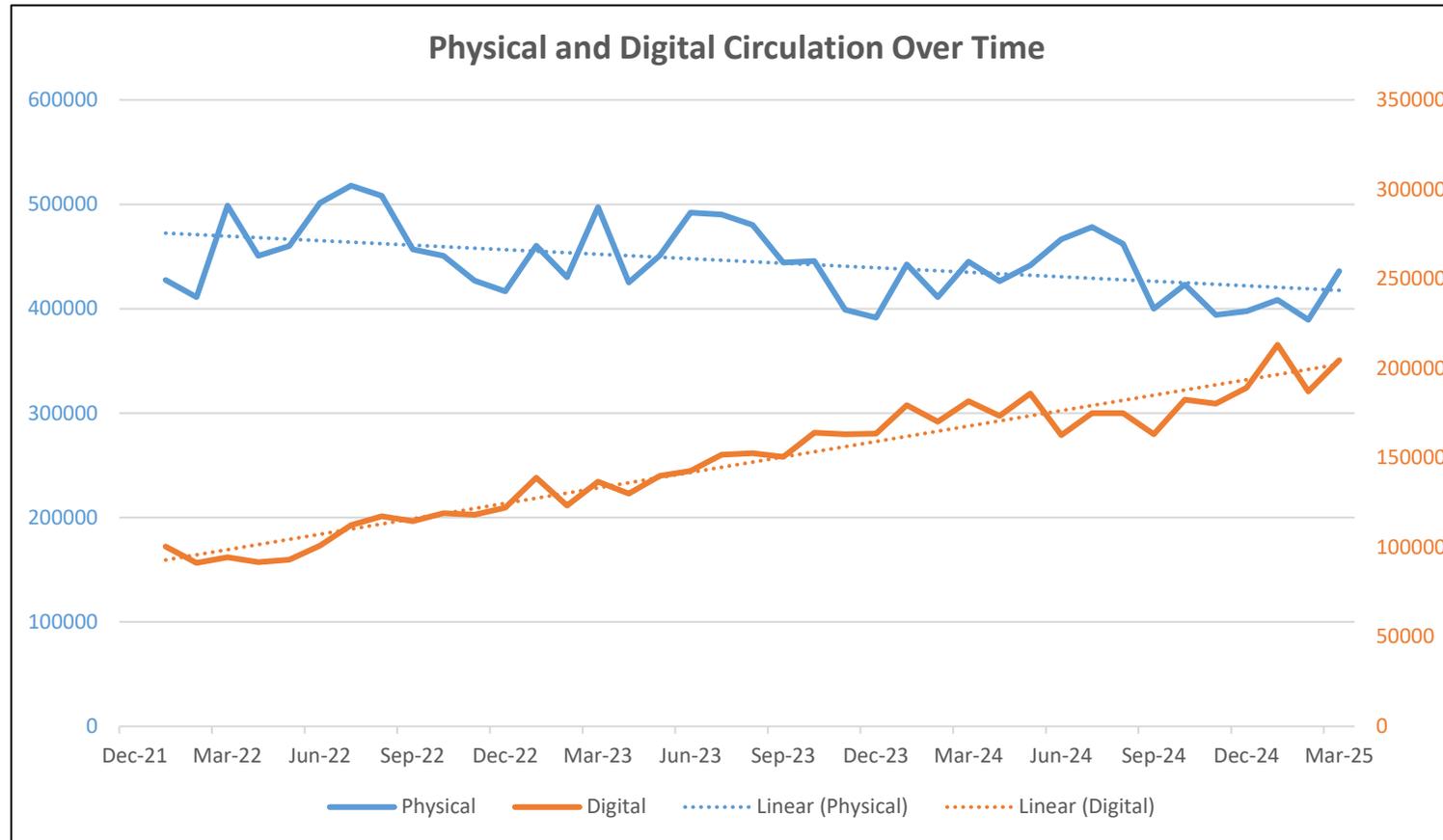
1st Quarter 2025

JOHNSON COUNTY LIBRARY

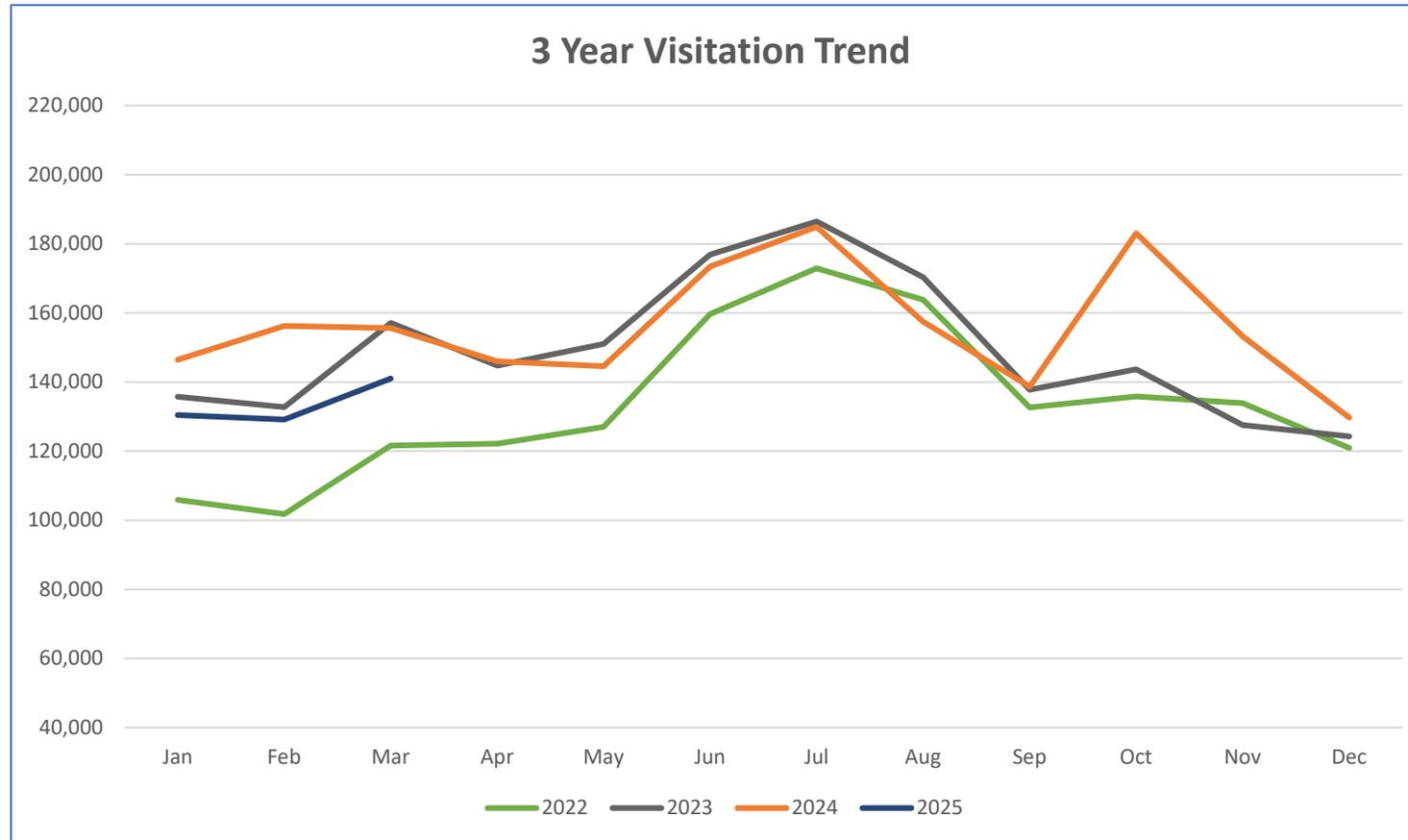
Quarterly Statistics



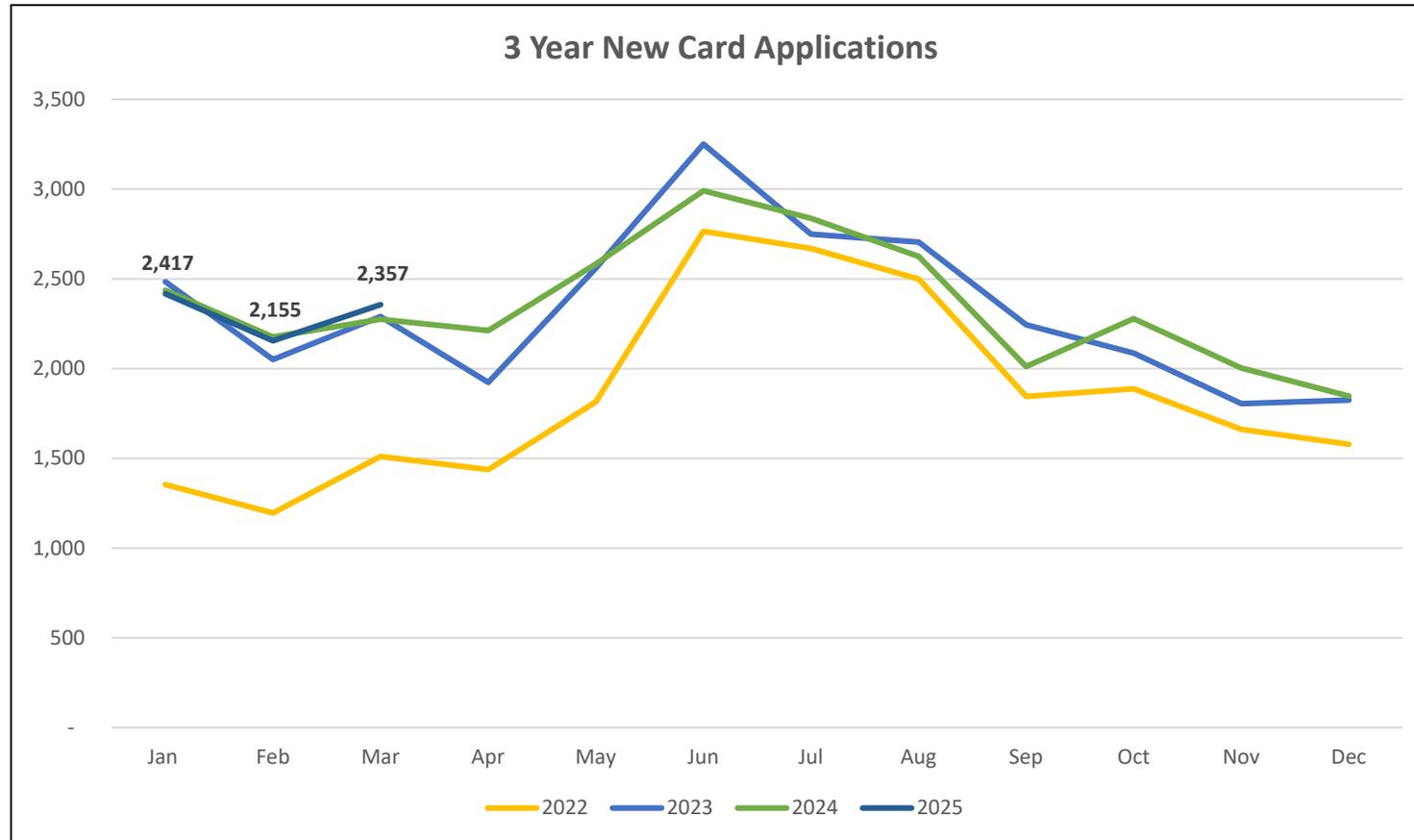
Quarterly Statistics



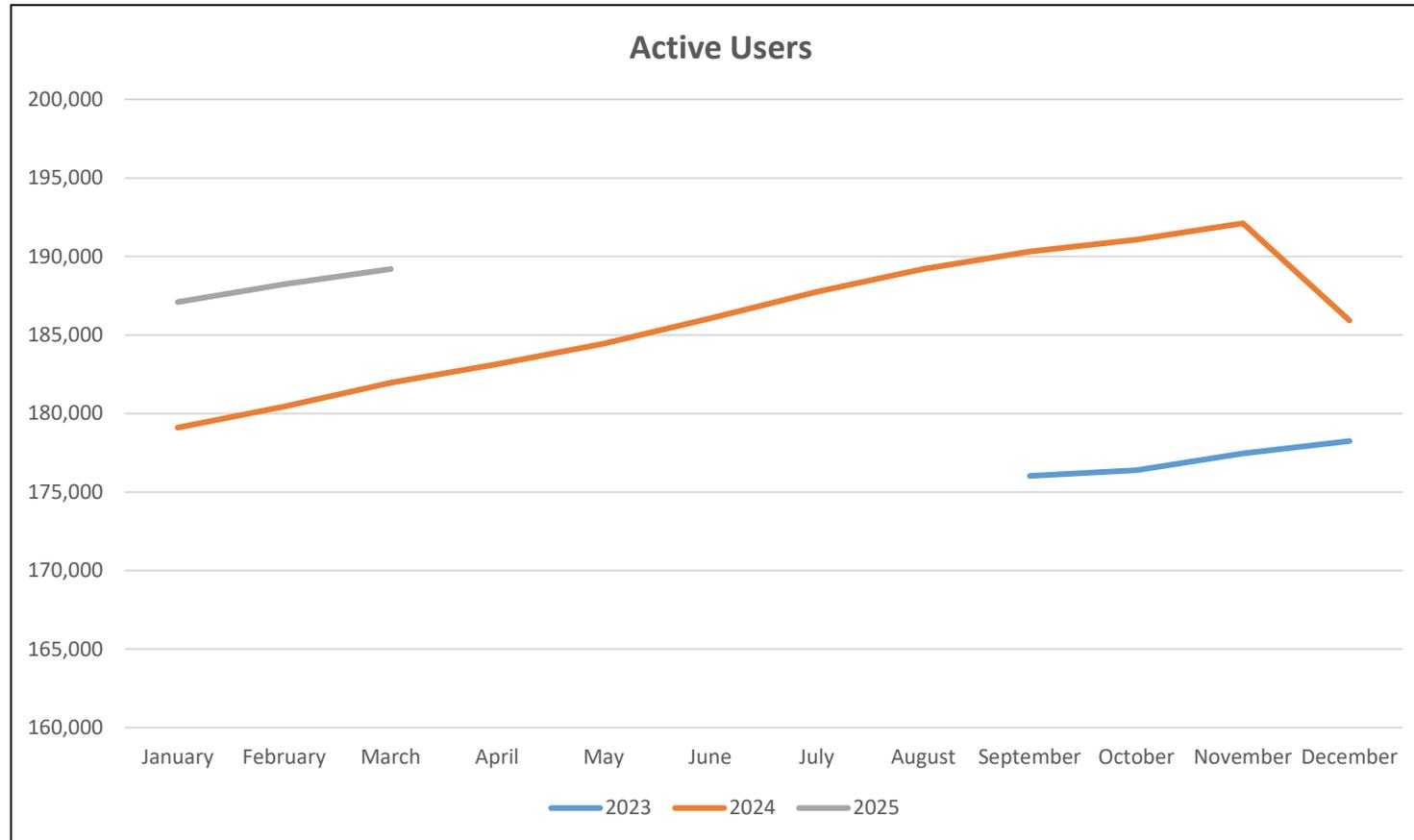
Quarterly Statistics



Quarterly Statistics



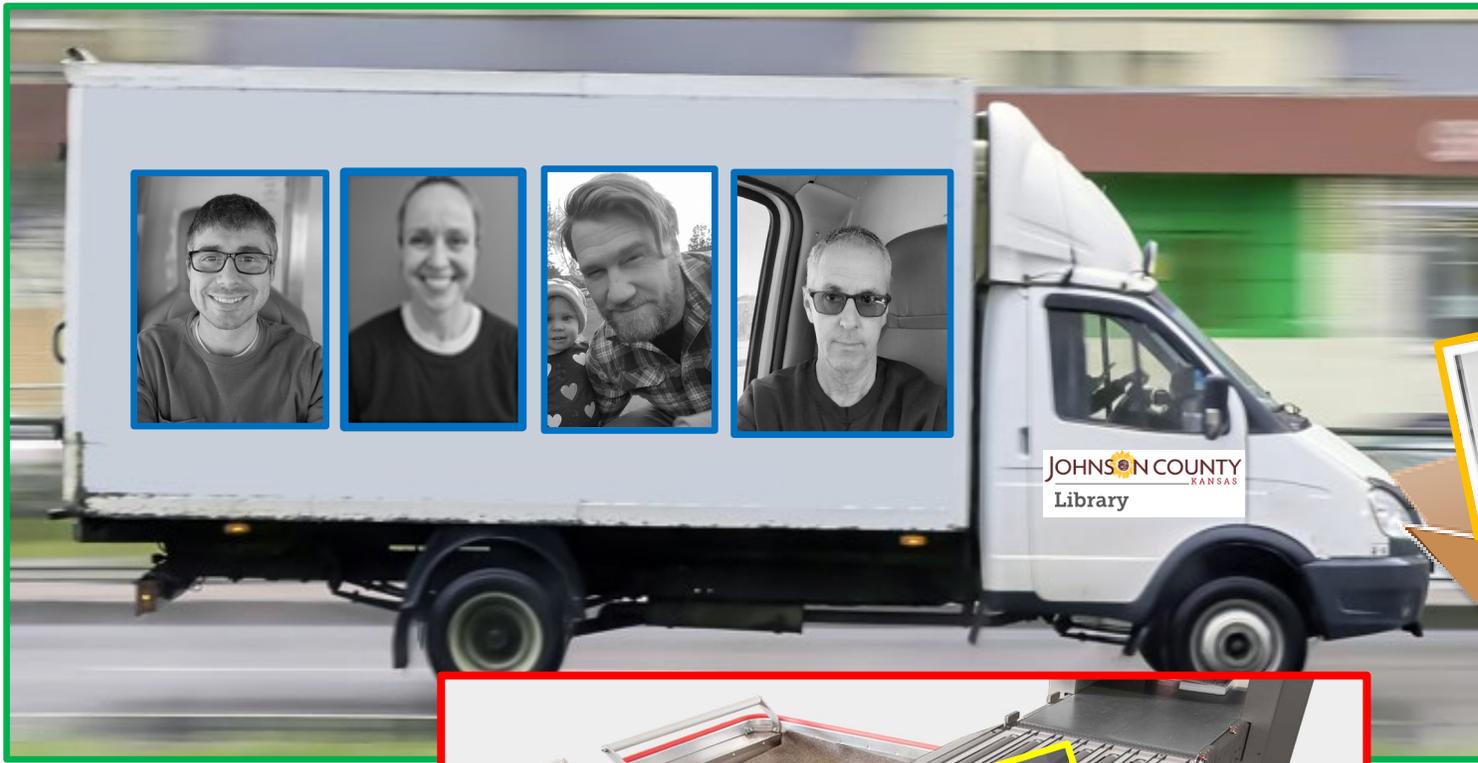
Quarterly Statistics



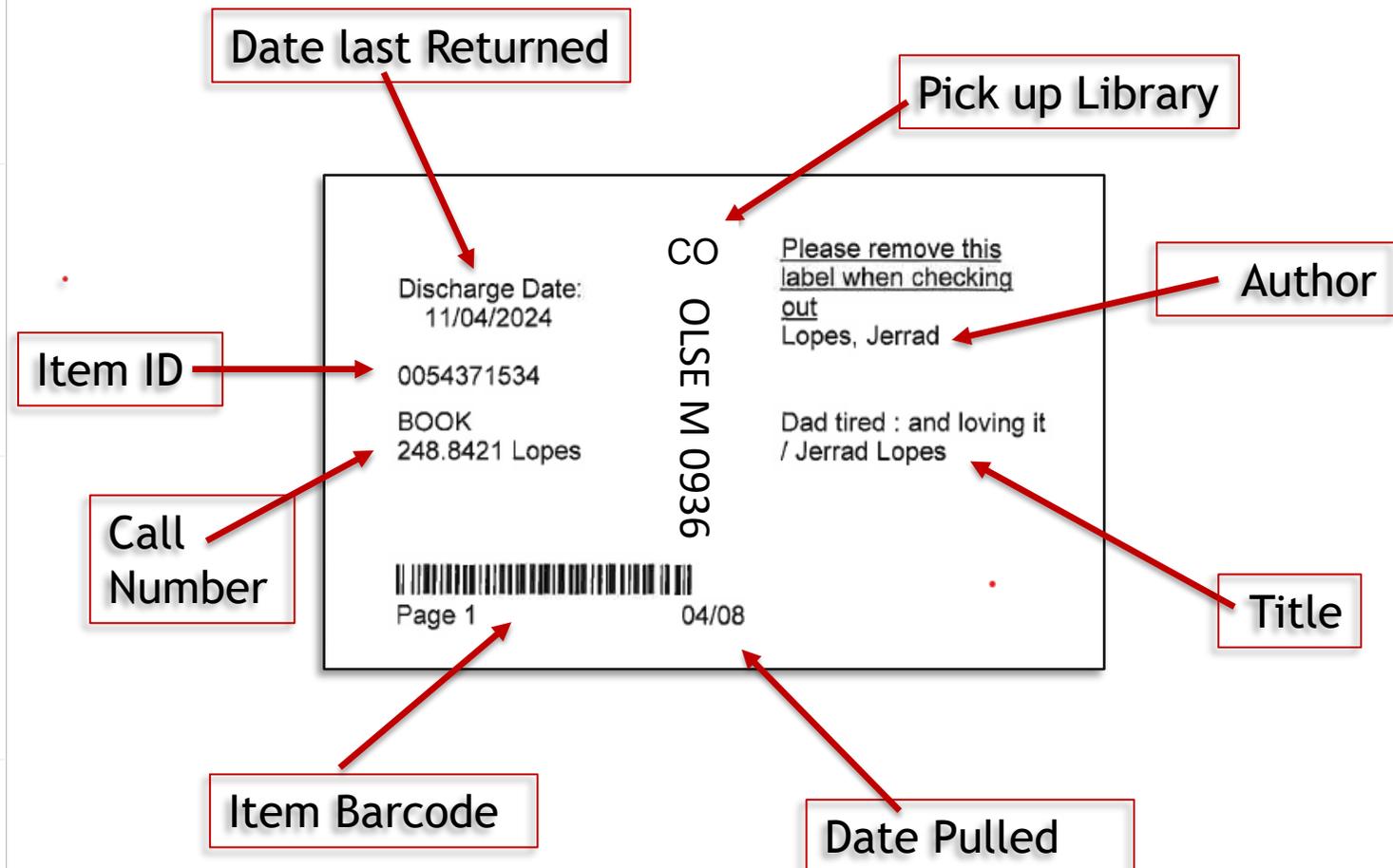
Circulation Services Library Board Report

June 2025



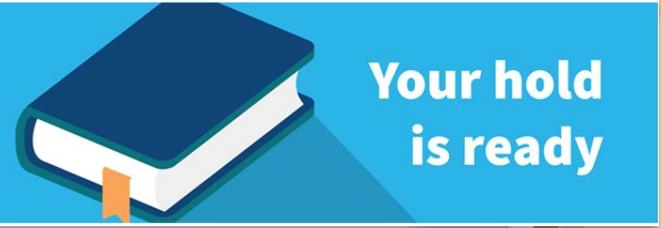


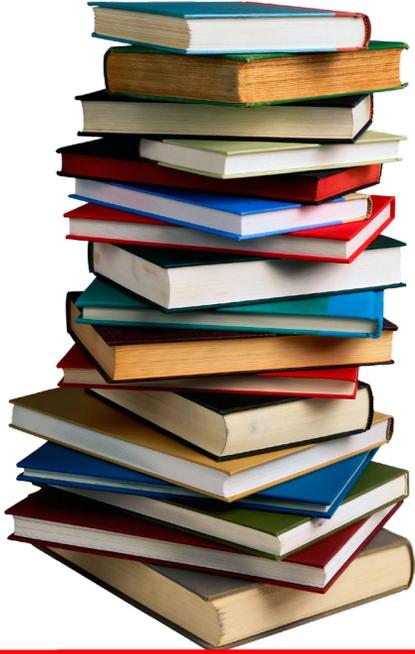
Discharge Date: 11/04/2024 0054371534 BOOK 248.8421 Lopes  Page 1	O OLSE M 0936 Please remove this label when checking out Lopes, Jerrad Dad tired : and loving it / Jerrad Lopes	Discharge Date: 12/09/2024 0056646441 BOOK 004.16 WINDOWS Miller 2023  Page 1	CE OLSE M 0936 Please remove this label when checking out Miller, Michael, 1958- Computer basics : absolute beginner's guide : now covers Windows 11 /
Discharge Date: 02/07/2025 0038963290 BOOK 501 Deutsch  Page 1	O OLSE M 0936 Please remove this label when checking out Deutsch, David, 1953- The beginning of infinity : explanations that transform the world / Da	Discharge Date: 01/26/2025 0058433639 BOOK 004.165 MACBOOK HartDavi 04/2024  Page 1	BV OLSE M 0936 Please remove this label when checking out Hart-Davis, Guy Teach yourself visually MacBook Pro and MacBook Air / by Guy Hart-Davi
Discharge Date: 11/18/2020 0051020540 BOOK 598.0972 Wells  Page 1	MH OLSE M 0936 Please remove this label when checking out Wells, Jeffrey V. (Jeffrey Vance), 1964- Birds of Aruba, Bonaire, and Curaçao : a site and field guide / Jeffr	Discharge Date: 05/04/2024 0029169774 BOOK 133.3 Buckland  Page 1	CR OLSE M 0936 Please remove this label when checking out Buckland, Raymond The fortune-telling book : the encyclopedia of divination and soothsay
Discharge Date: 01/03/2025 0048787493 BOOK 001.942 Greer 08/2017  Page 1	CE OLSE M 0936 Please remove this label when checking out Greer, Steven M Unacknowledged : an exposé of the world's greatest secret / by Steven	Discharge Date: 12/11/2024 0058478304 BOOK 133.44 Alvarado 04/2024  Page 1	MP OLSE M 0936 Please remove this label when checking out Alvarado, Denise The Marie Laveau voodoo grimoire : rituals, recipes, and spells for he



Central Resource Library

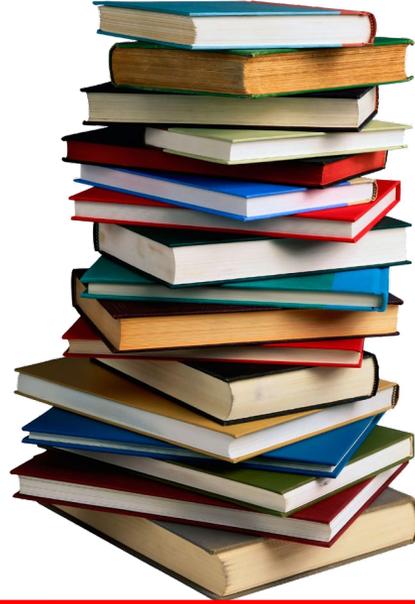
Corinth Library





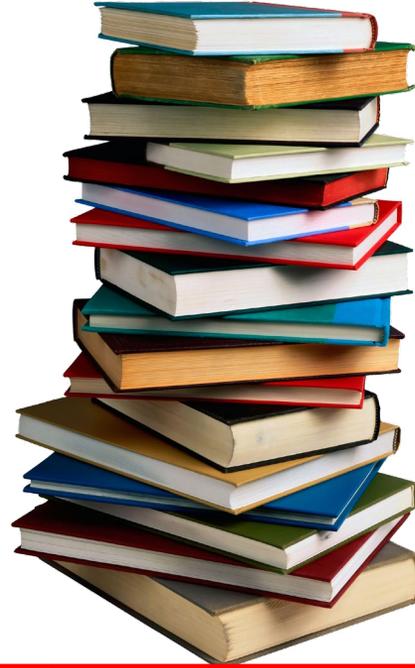
81,378

May



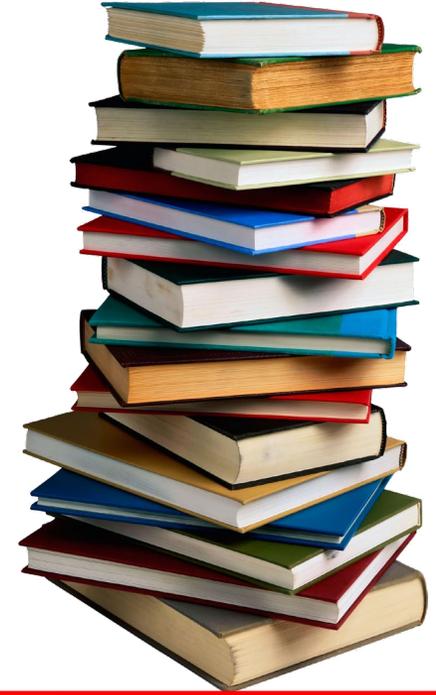
79,359

June



82,991

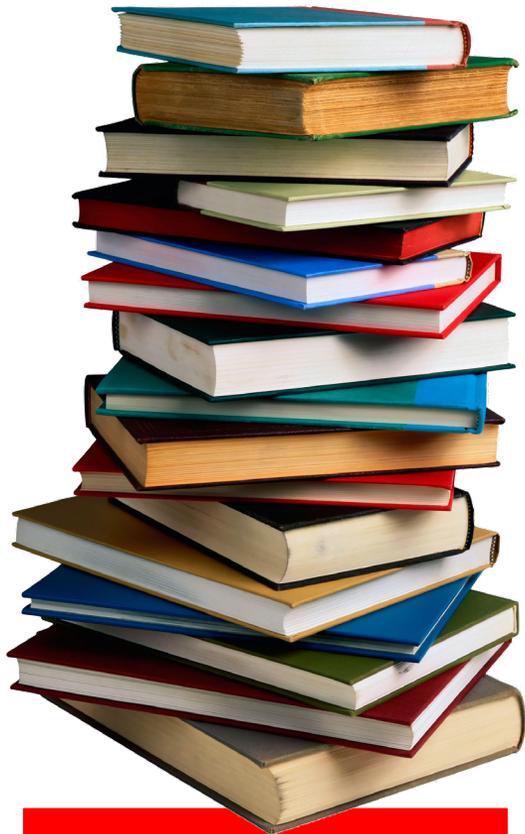
July



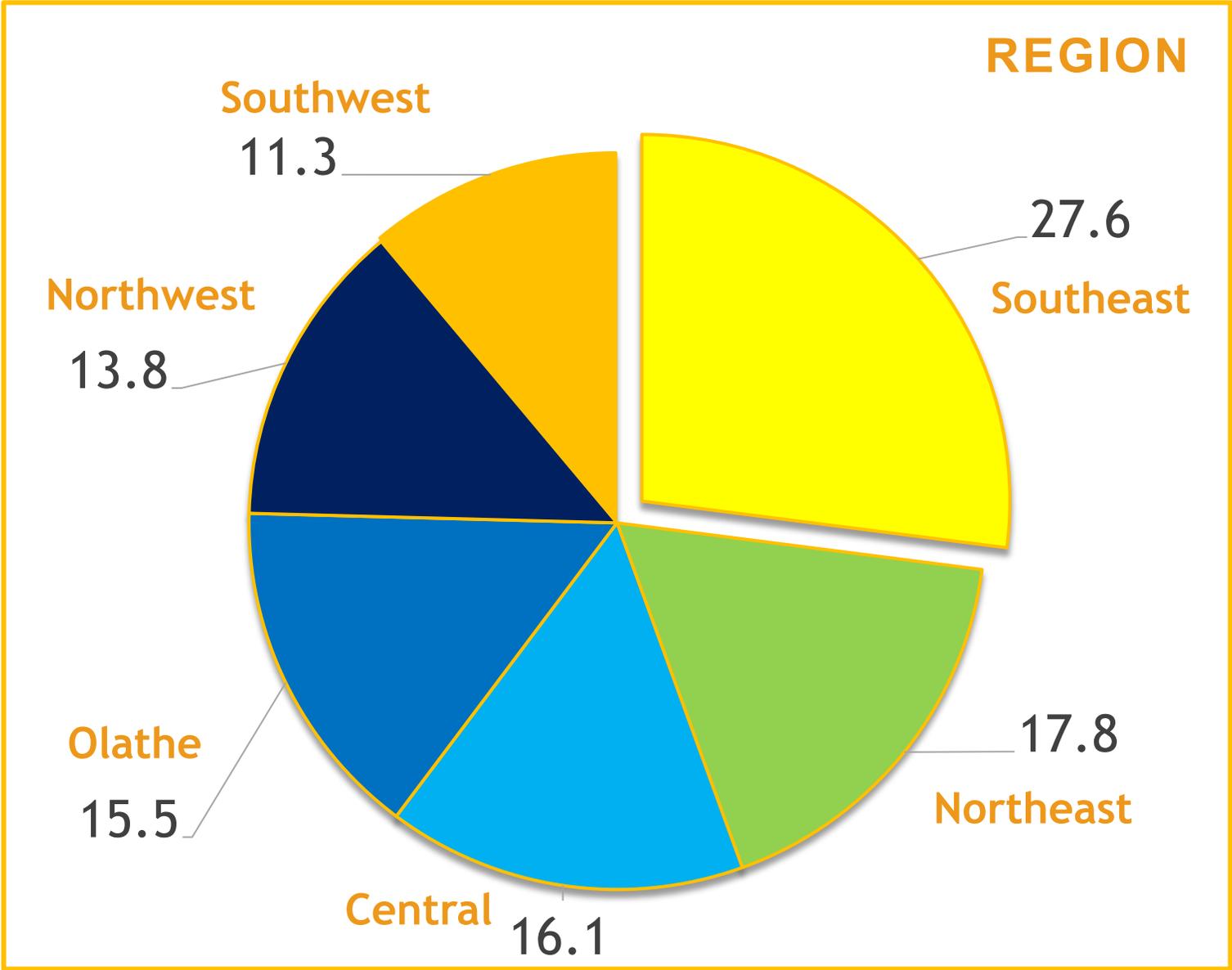
83,753

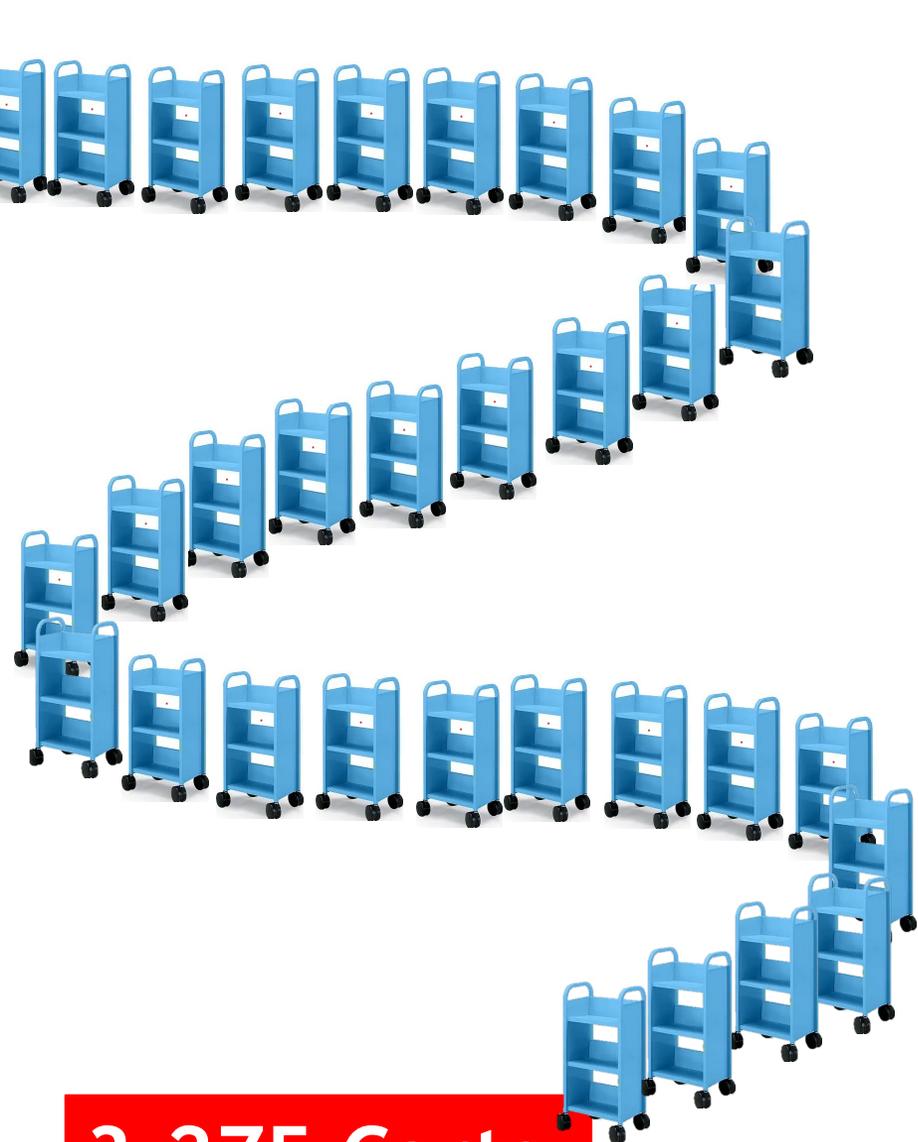
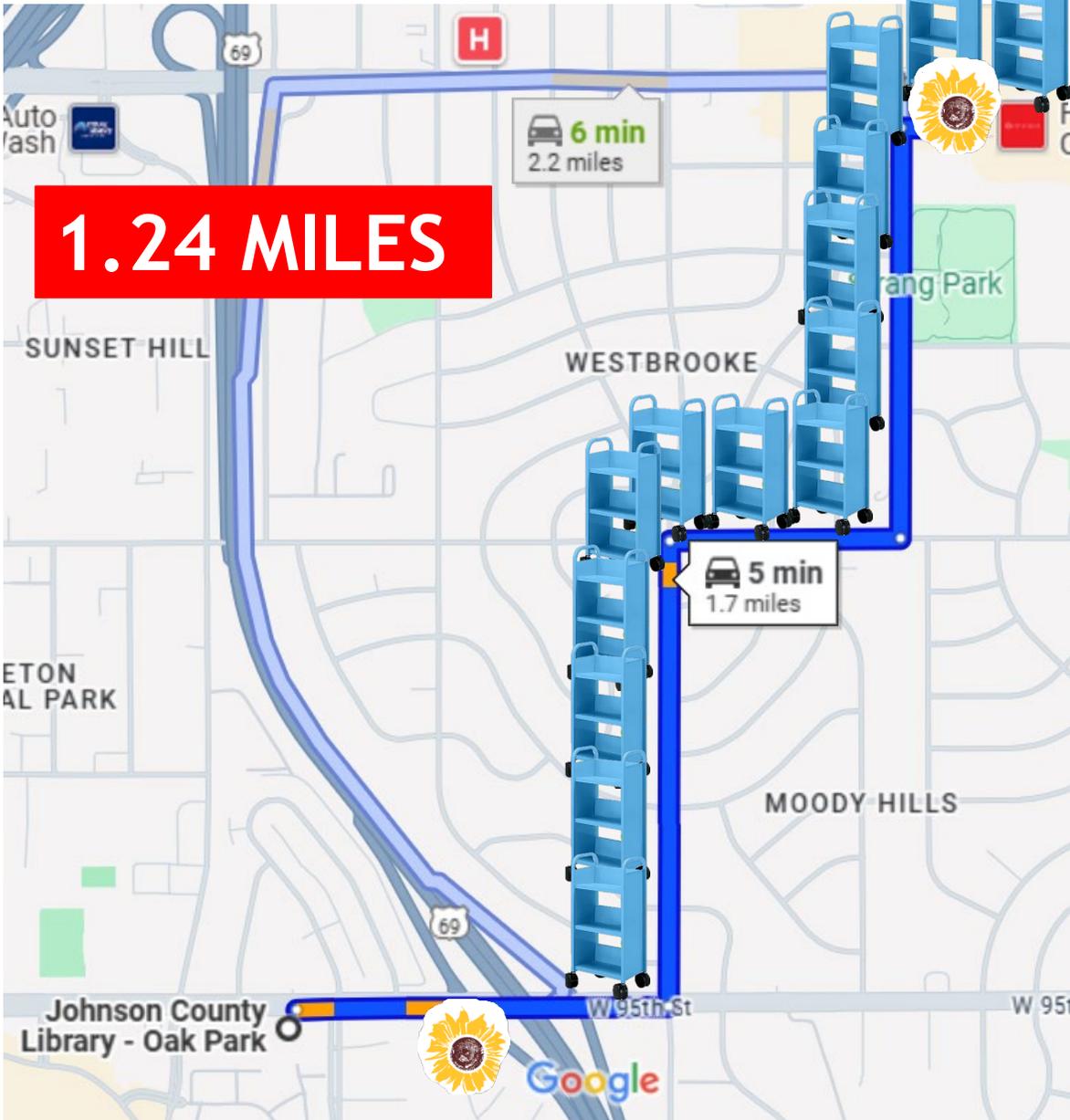
August



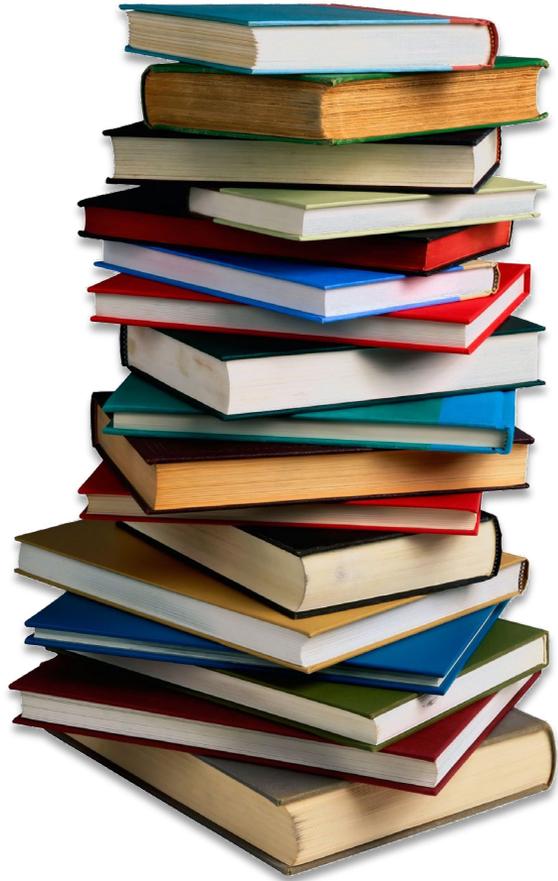


327,481





3,275 Carts



18 Items



1 Tub





May



June

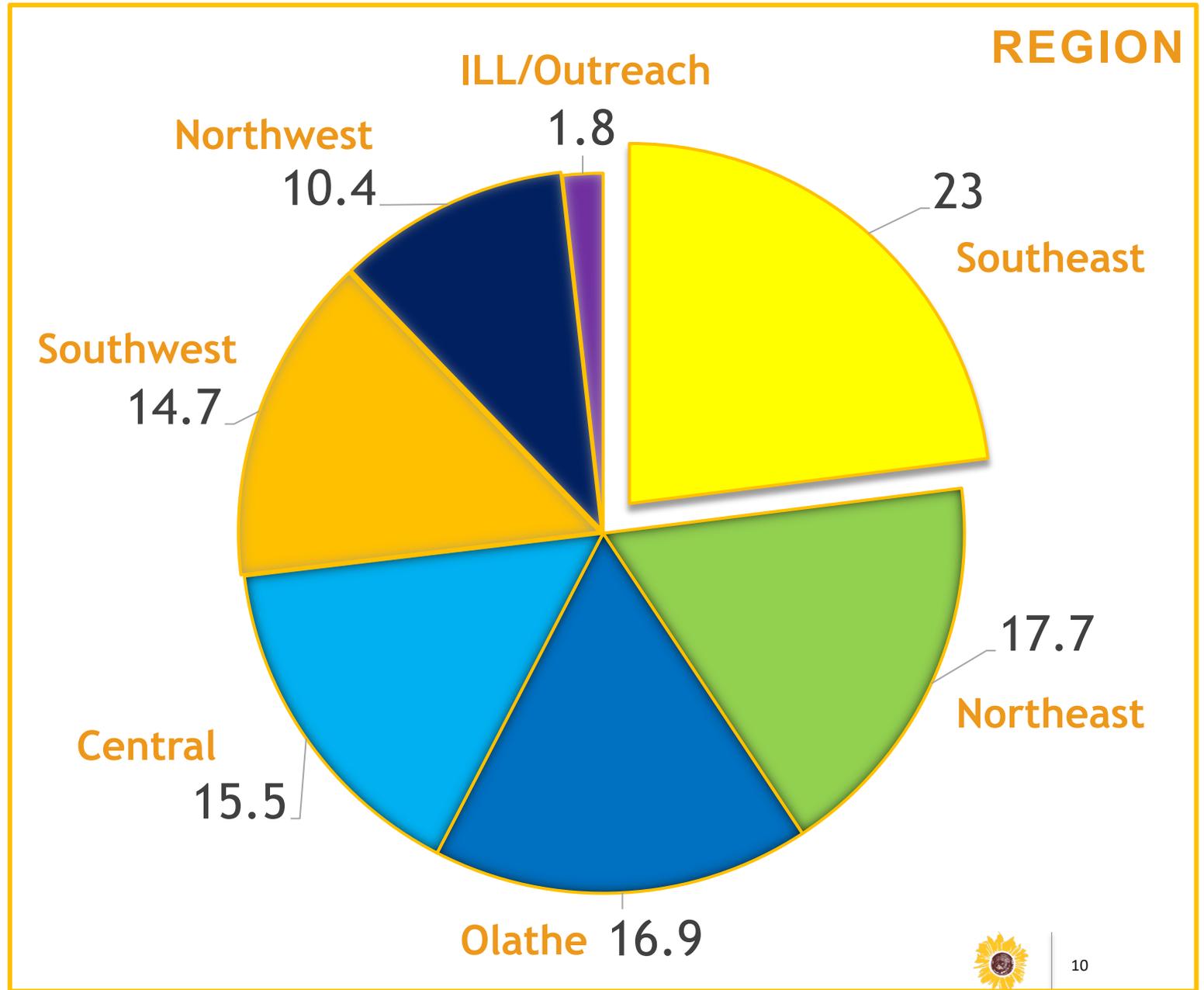


July

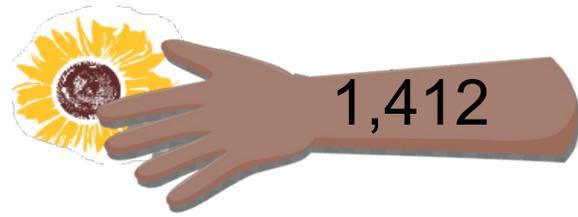


August

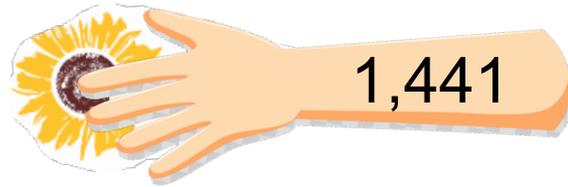




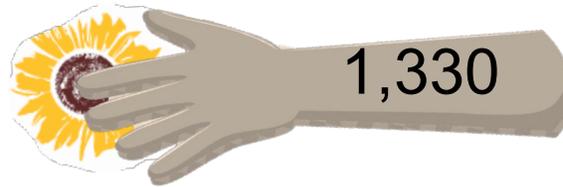
Borrowing



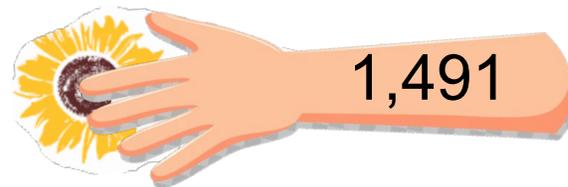
May



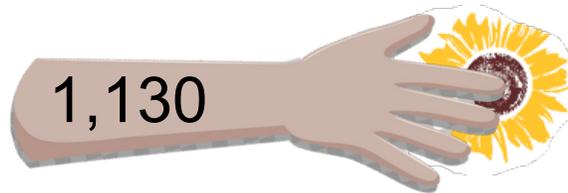
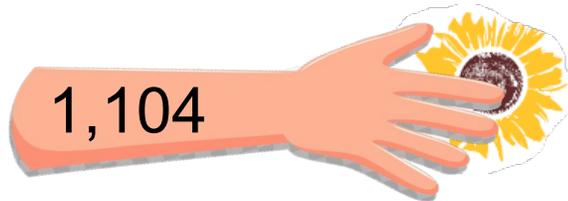
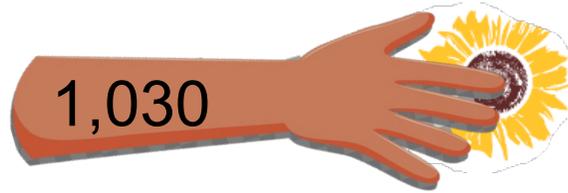
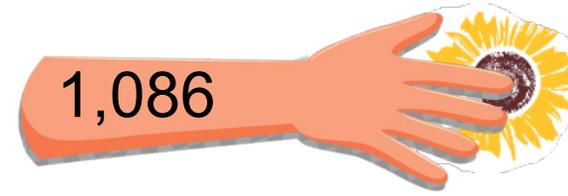
June



July

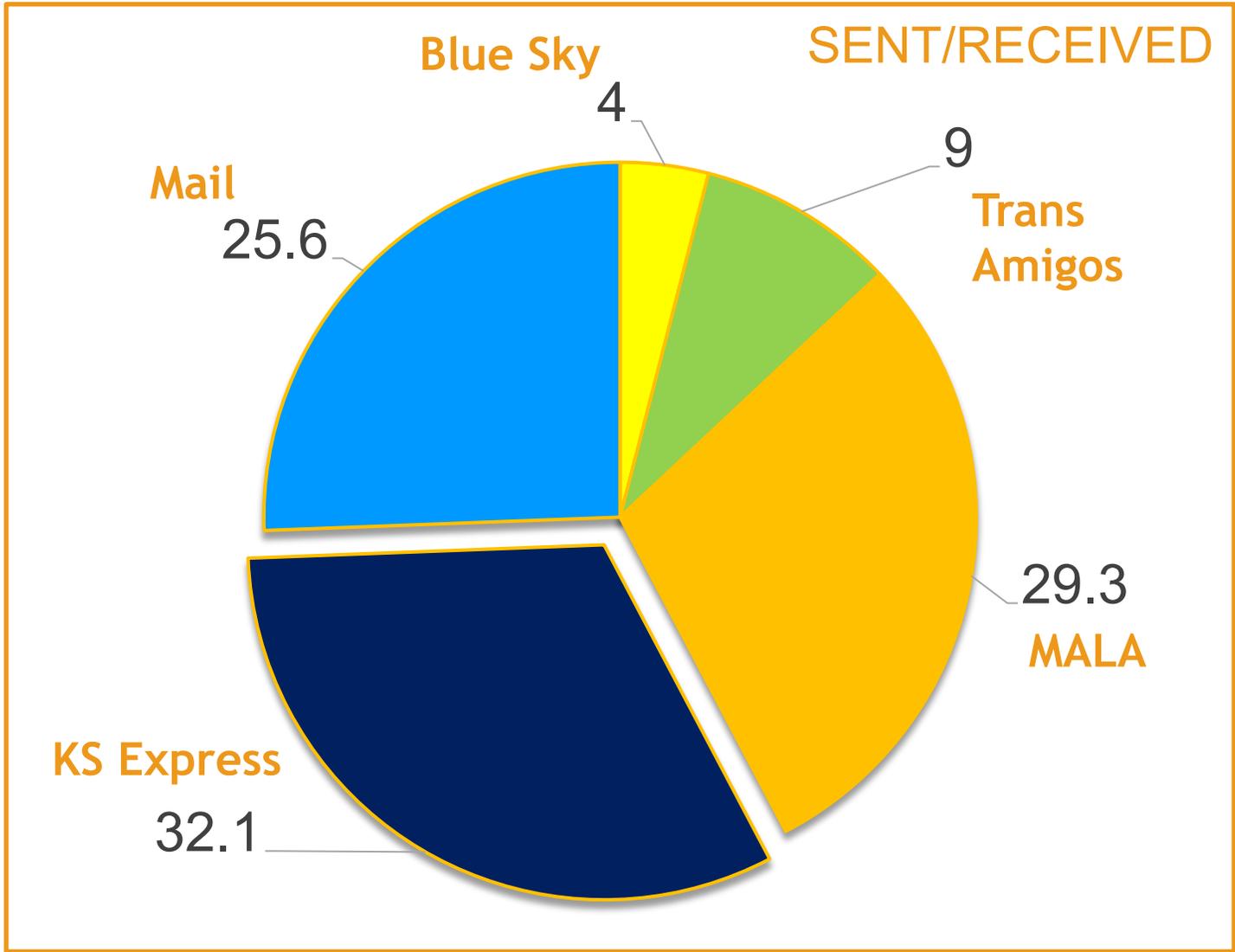
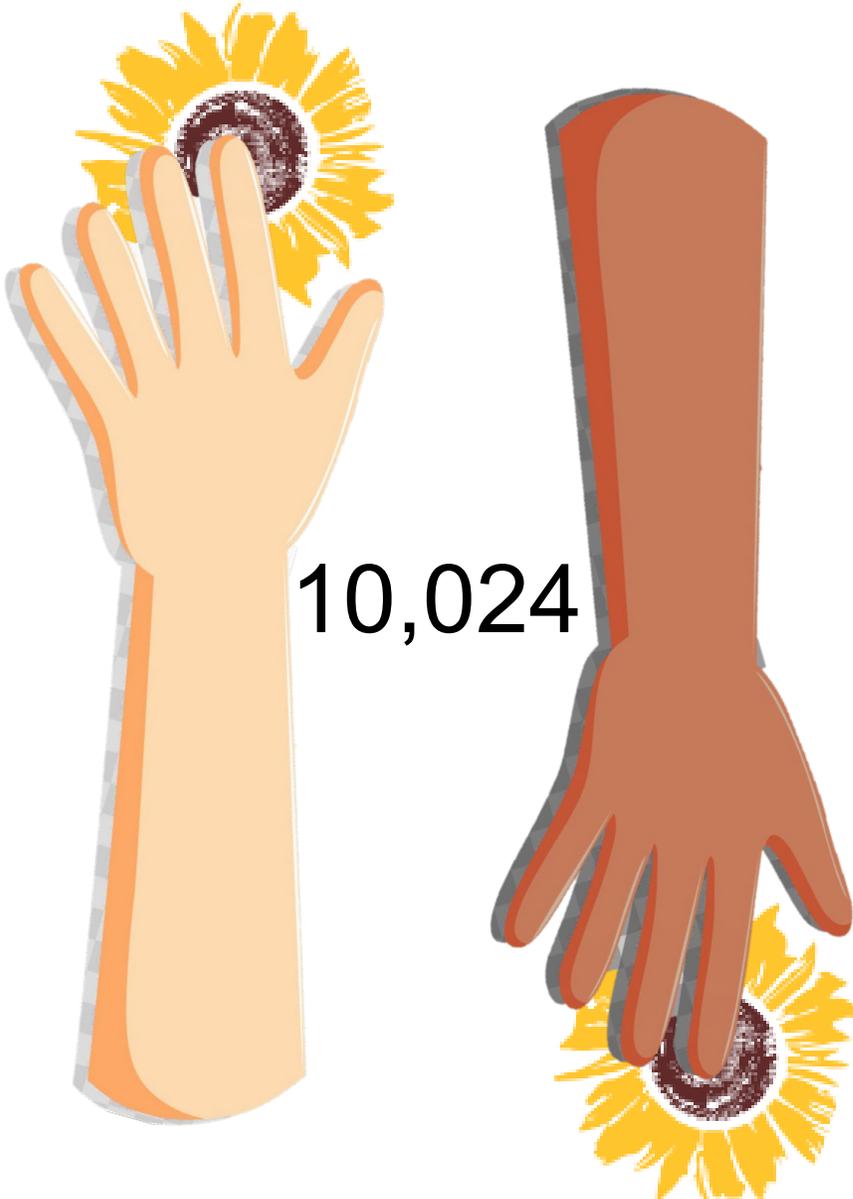


August



Lending





19,755 MILES

Hertfordshire, UK

Dubai, UAE

6,613 MILES



Spring Hill and De Soto Renovations

Update – June 2025



Construction Manager

- Construction documents nearing completion
- Bringing closure dates next month
- Submitted site design plans to Spring Hill planning commission



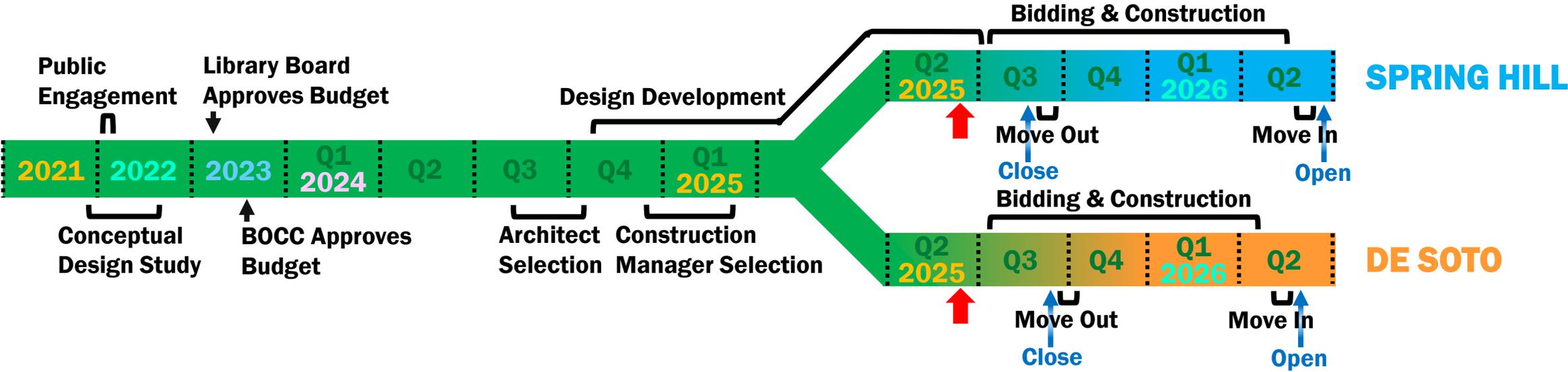
Next Steps

- Planning for move-outs
- Upcoming Guaranteed Maximum Price Amendment
- Upcoming closure approval request
- bc DESIGN GROUP here to present design today



Spring Hill and De Soto Renovations:

Anticipated Project Timeline



De Soto and Spring Hill Renovations

Design Update
June 2025



bc DESIGN GROUP



Brooke Cinalli
Founder
Director of Design



Hilary Beashore
Senior Associate
Director, Community Studio



Completed Design Tasks To Date

- Confirmed program ✓
- Visioning ✓
- Toured multiple Johnson County Library branches ✓
- Field work to confirm existing conditions ✓
- Key stakeholder meetings ✓
- Schematic Design drawings ✓
- Key stakeholder meetings ✓
- Design Development drawings ✓



Branch Priorities To Include In Designs

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



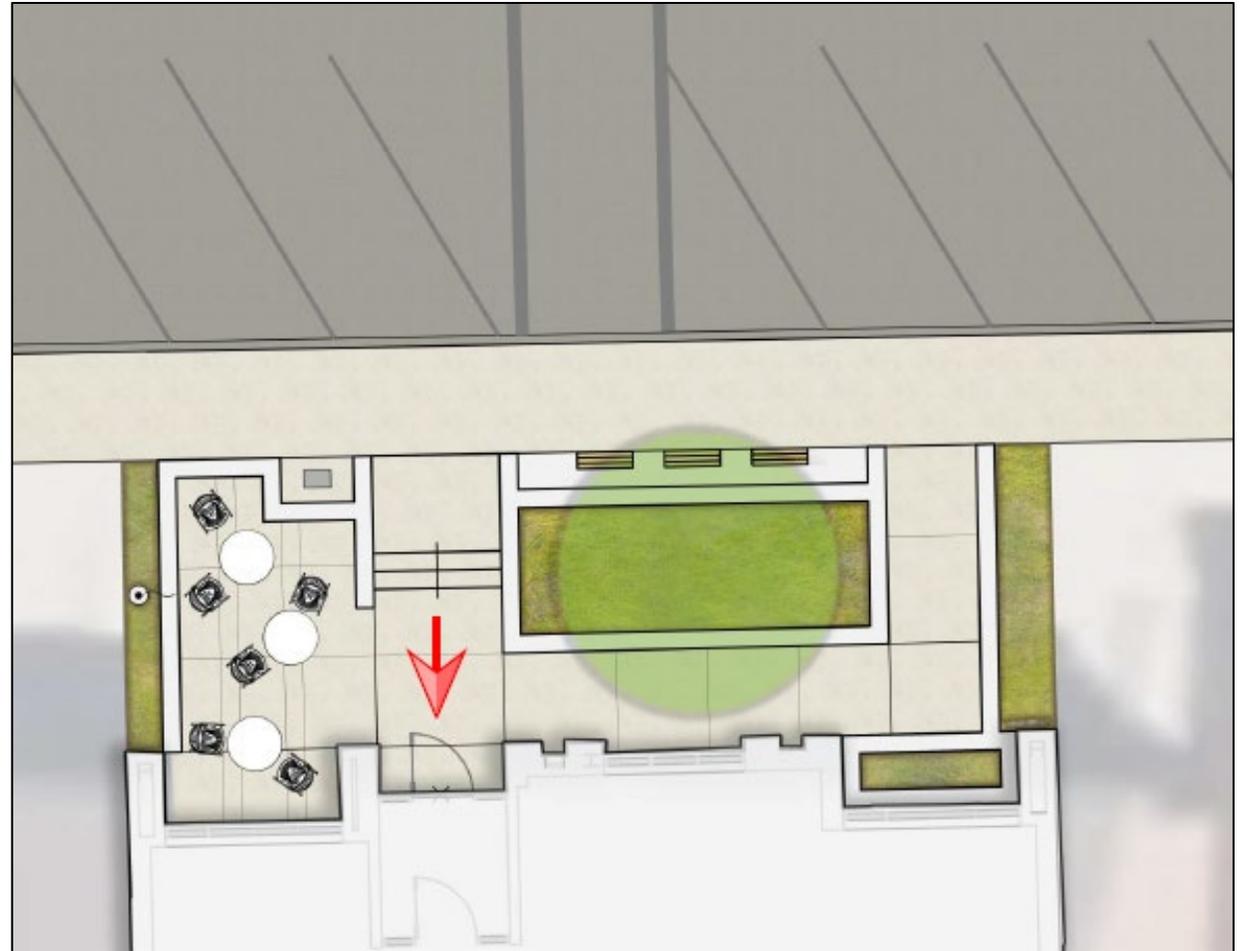
De Soto Branch



De Soto Branch Site Plan



Orientation Plan



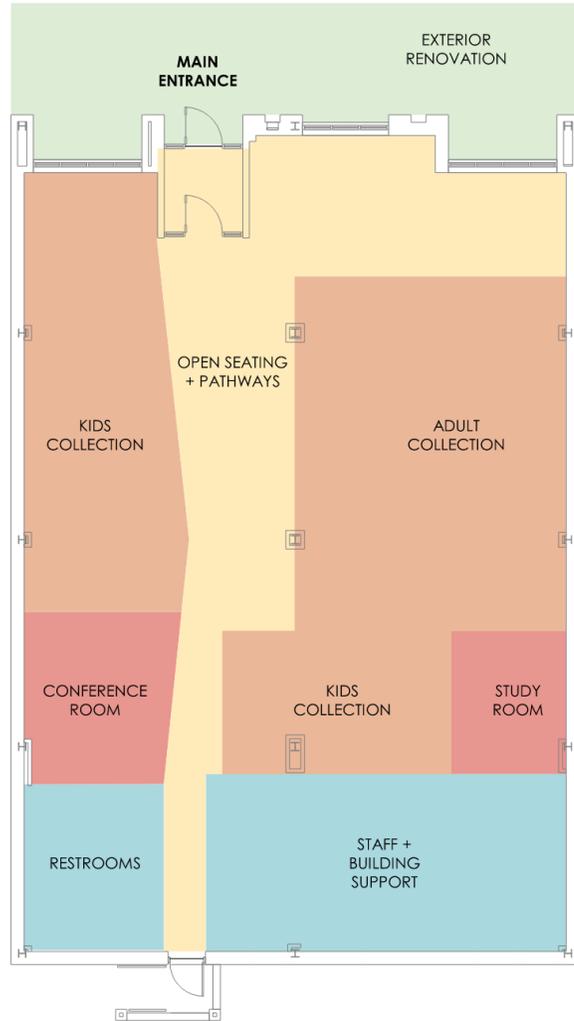
Site Plan



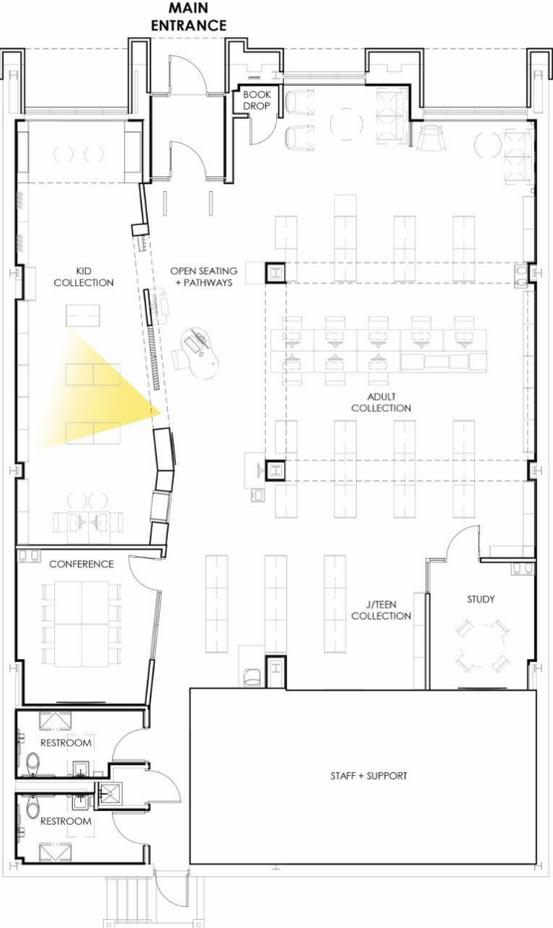
De Soto Branch Exterior Rendering



De Soto Branch Schematic & Floor Plan



De Soto Branch Interior Renderings



Reference



Kids Area

De Soto Branch Interior Renderings



Reference



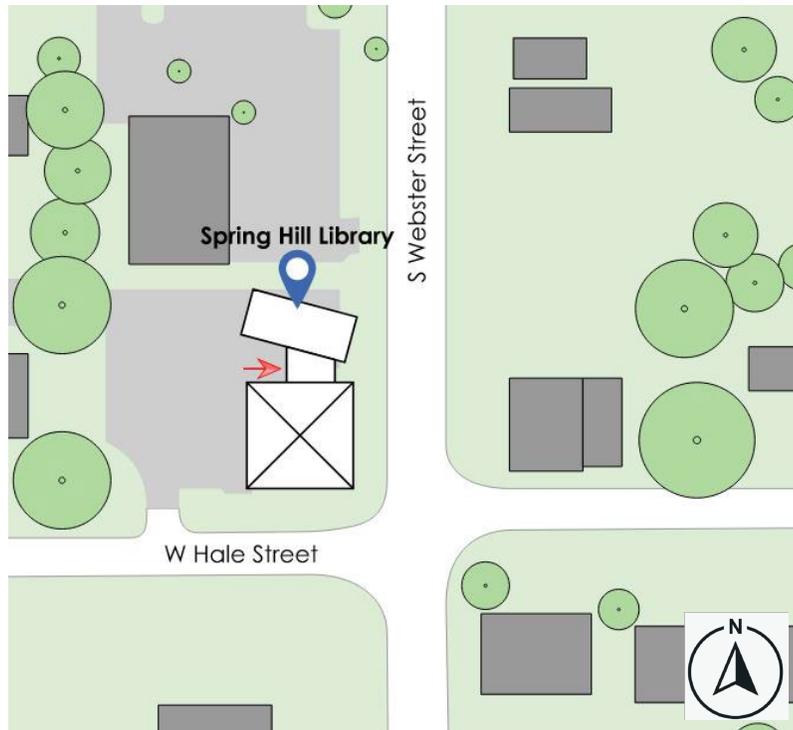
Adult Computer Area



Spring Hill Branch



Spring Hill Branch Site Plan



Orientation Plan



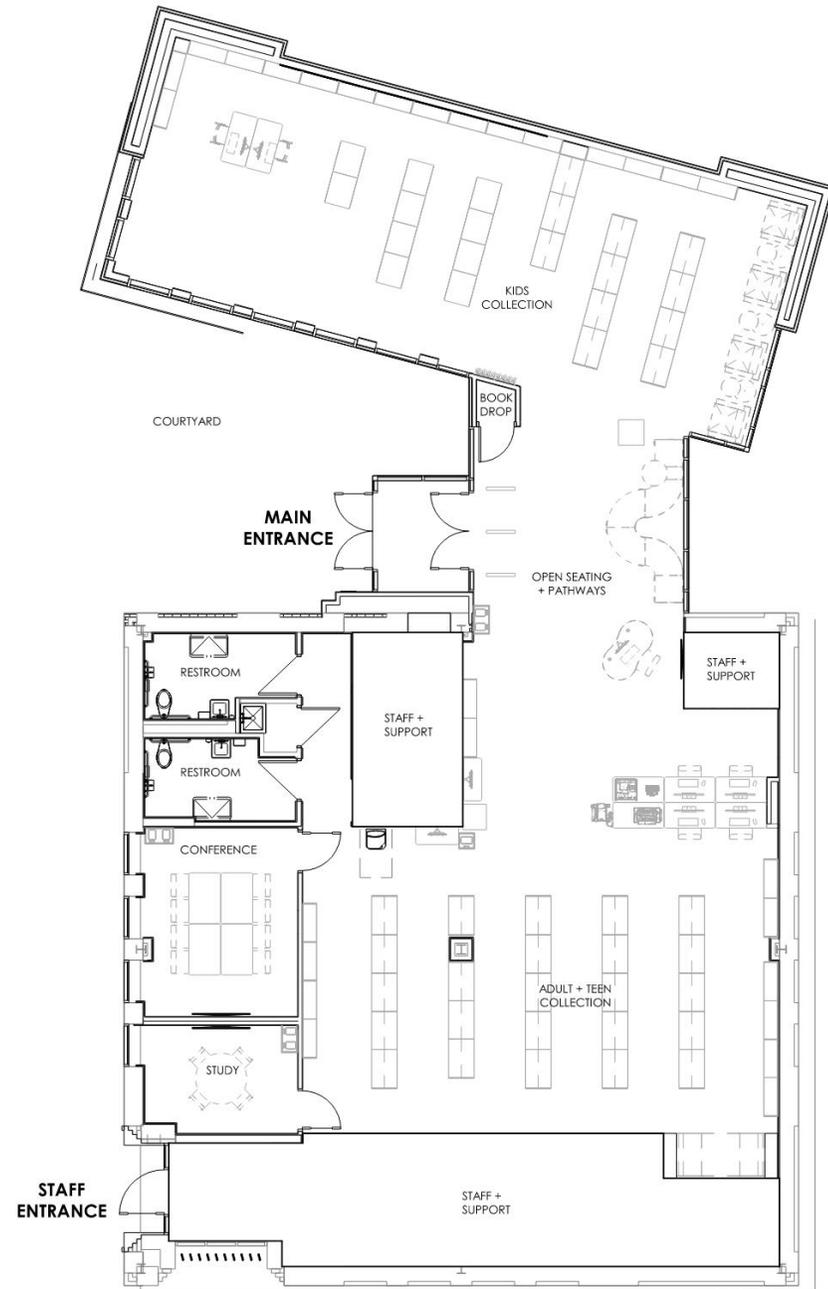
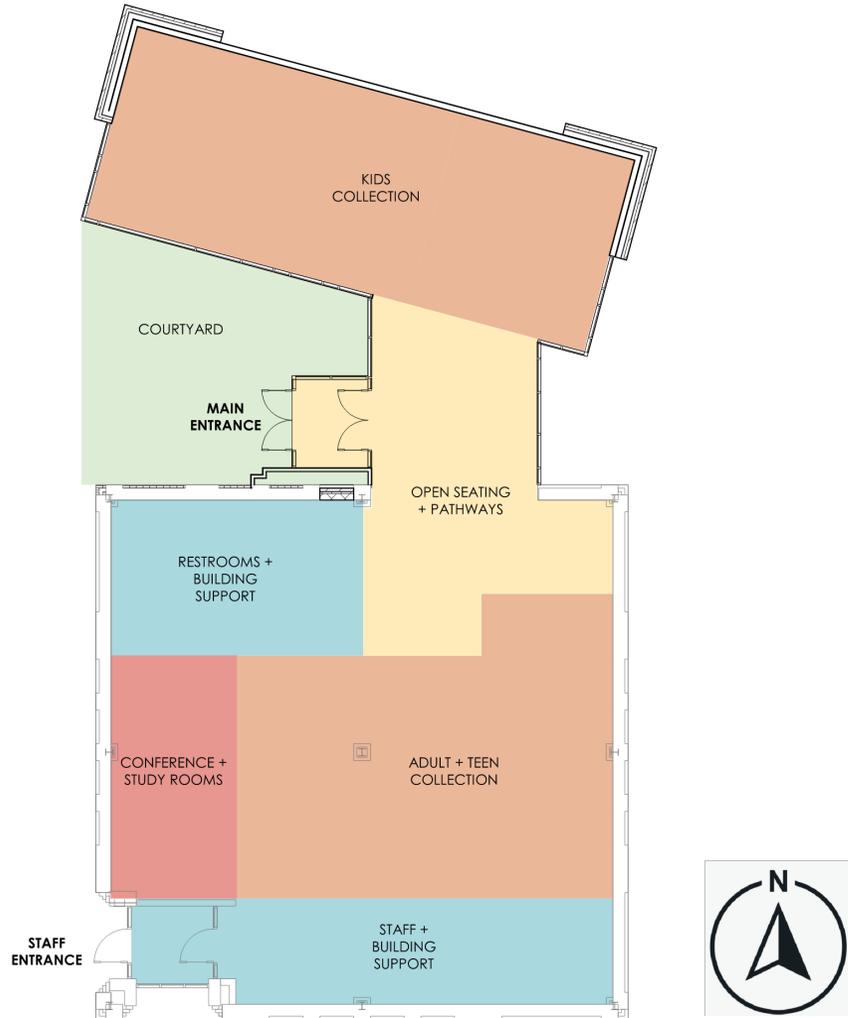
Site Plan



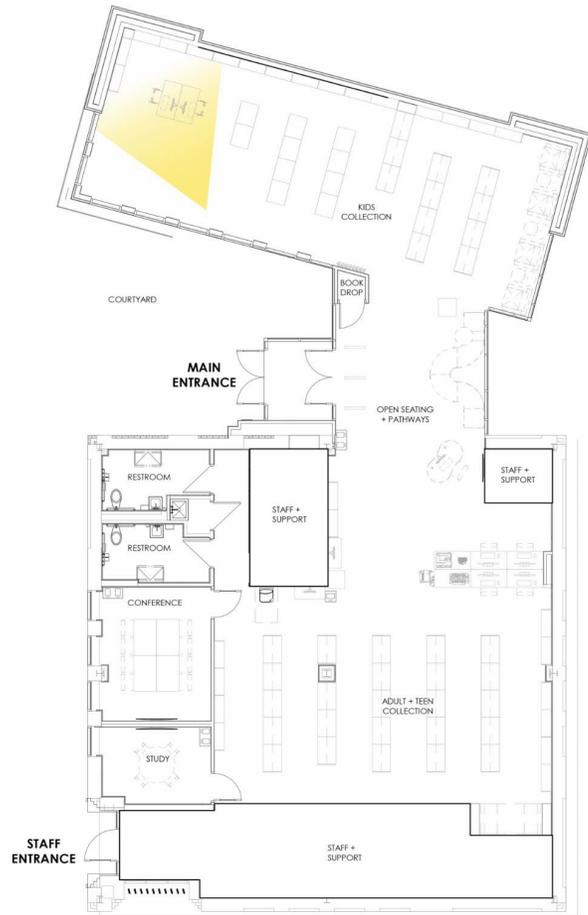
Spring Hill Branch Exterior Rendering



Spring Hill Branch Schematic & Floor Plan



Spring Hill Branch Interior Renderings



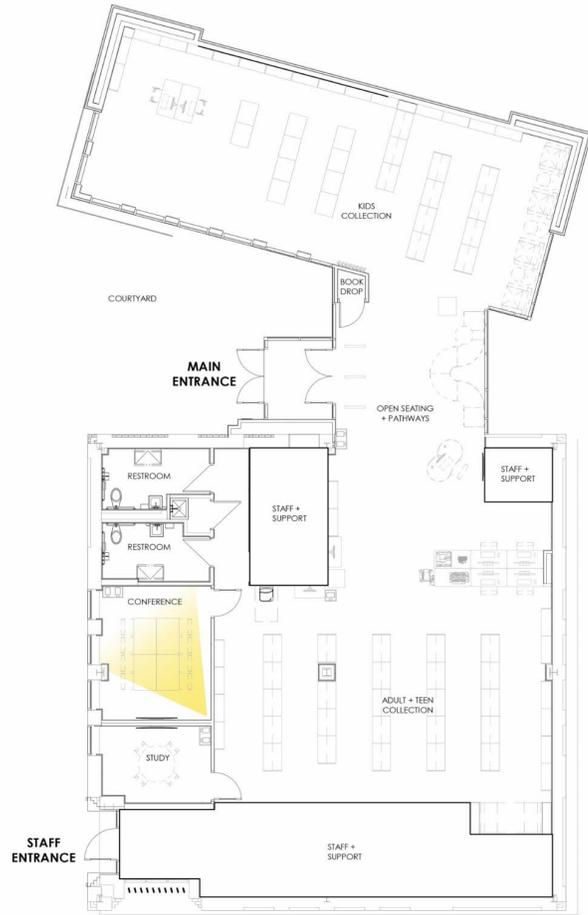
Reference



Kids Area



Spring Hill Branch Interior Renderings



Reference



Conference Room



Next Steps

- Construction Documents continue
- Working with Titan Built to create the GMP
- Working to confirm schedule and set closing dates
- Library team beginning public communication and outreach



Website Refresh Update

June 2025

JOHNSON COUNTY LIBRARY

Updates

- Site approx. 85% complete
- Staff preview underway
- Planning for phase 2 (Sept.-Dec. 2025) underway





Interested in getting published?

elementia's editors will soon be gathering works on Issue xxiii's theme, *What is Legacy*. Tell us your stories, bring us your visions, and share your Legacy with us.

[Submit your work](#)

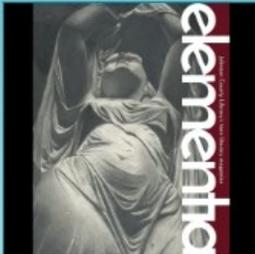
elementia
Info Page
(Teens)

Issues and Collections



ARCHIVAL COLLECTION
elementia Issue xxii - Humanity

Across generations, distances and cultures, our humanity connects us. Tell us your stories: those of your unique human experience.



ARCHIVAL COLLECTION
elementia Issue xxi - The Unspoken

This issue is dedicated to the theme of The Unspoken, encouraging writers and artists to explore the things we left unsaid.



ARCHIVAL COLLECTION
elementia Issue xx - Cycles

This issue is dedicated to the theme of Cycles, something many of us were grappling with as we emerged from lockdowns.

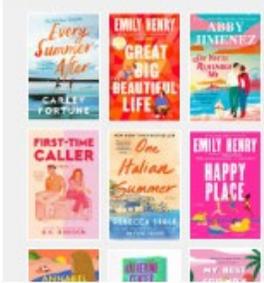


ARCHIVAL COLLECTION
elementia Issue xix - The Unknown

This issue is dedicated to the theme of The Unknown, something many of us were grappling with as we emerged from lockdowns.



Staff Picks



STAFF LIST
Summer Lovin

[Need a summer romance/beach read? Enjoy these titles!](#)

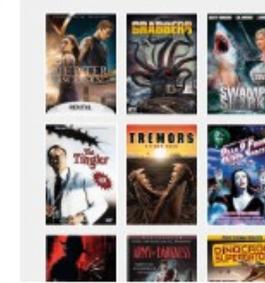
[JPL Rowell](#)



STAFF LIST
Mystery: Private Detectives

When these books walk through your door, you'll know they're trouble. The way the shadows from the window blinds hit their book covers...

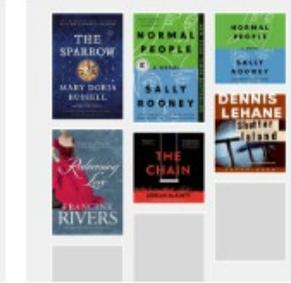
[JPL LibraryAdultPicks](#)



STAFF LIST
Bad Movie Night

So you know those amazing movies that you know will be up for Oscars? These are not those movies.

[JPL KarwinP](#)

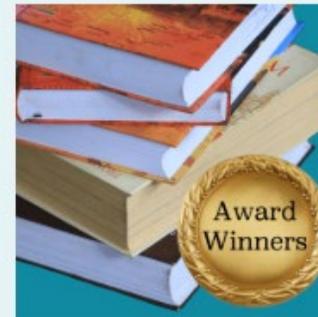


STAFF LIST
eBook/eAudiobook Recommendations

Just a few personal picks for books and audio books that I would highly recommend!

Audience Page: Adults

Award Winning Non-fiction



National Book Award - Nonfiction

The National Book Award is presented annually in the U.S. for achievement in non-fiction.

Non-fiction

Biographies & Memoirs >



Cooking >



Health & Fitness >

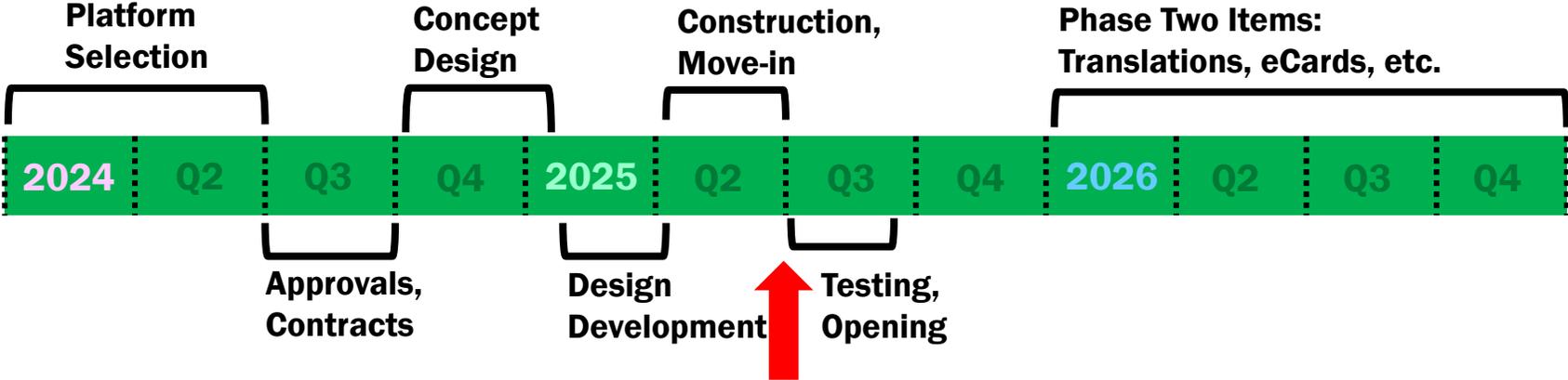


Next Steps

- Final content review and proofing
- Launch communication campaign
- Public preview period July 7-20



Website Refresh: Updated Anticipated Project Timeline

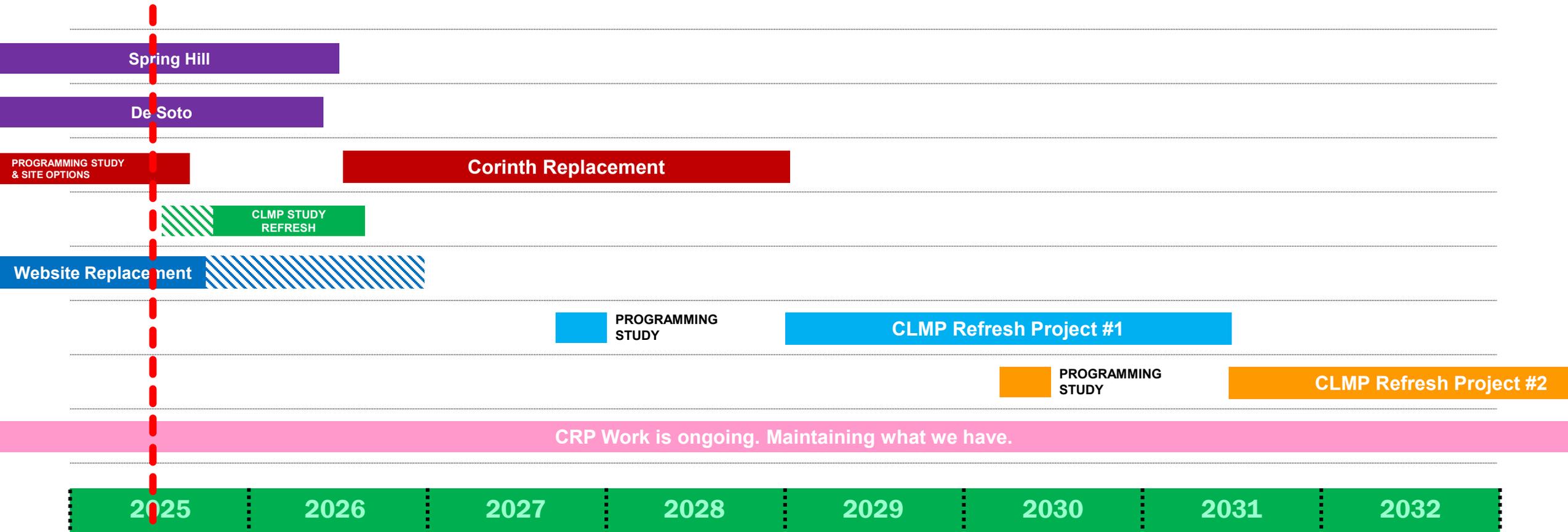


Capital Projects: Timeline Summary

June 2025



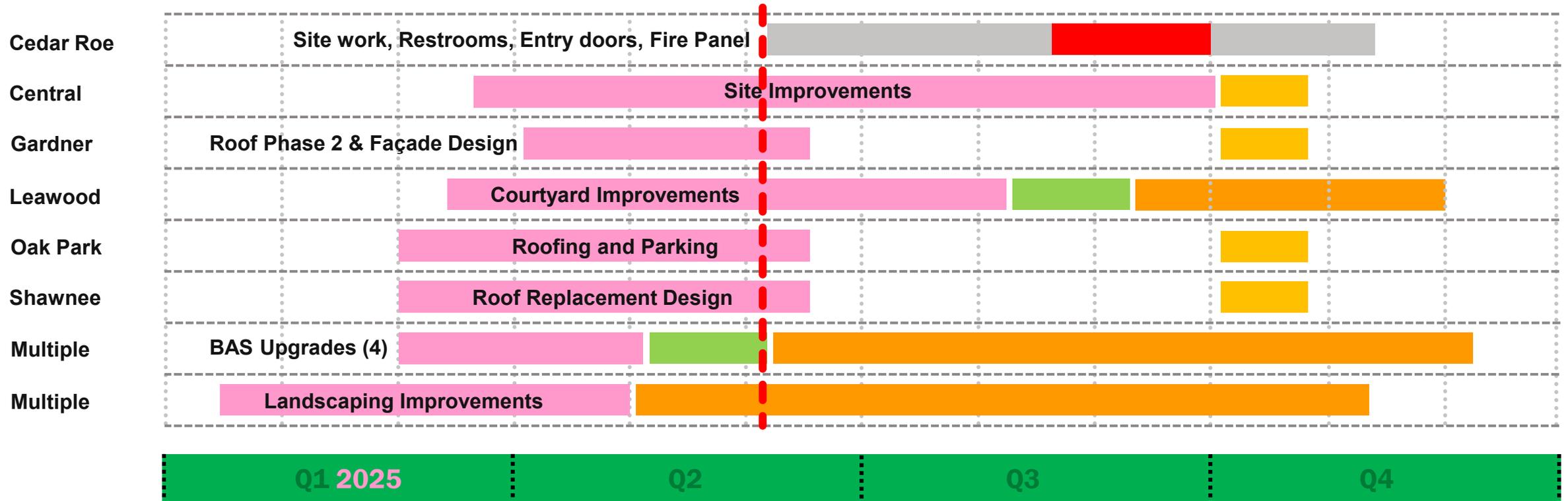
Capital Improvement Projects: Anticipated Timeline



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



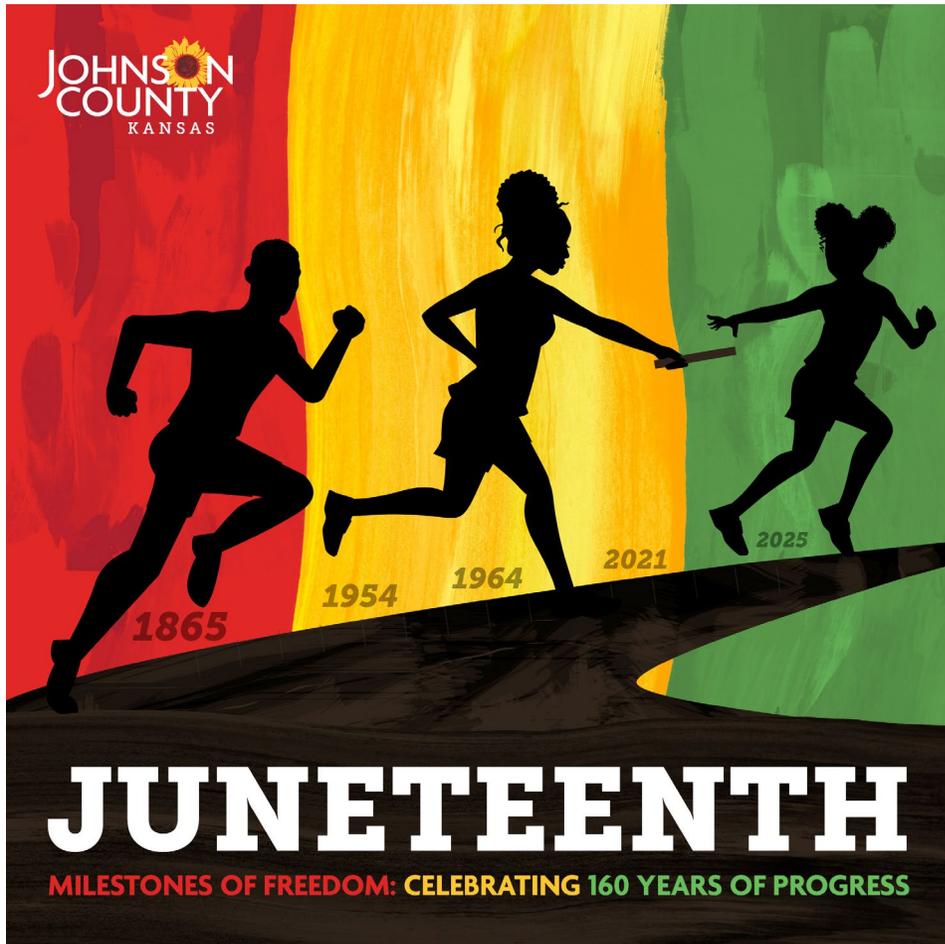
2025 CRP Anticipated Timeline



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



Juneteenth Celebration



- Thursday June 19, 4:30-6:30 pm at Lenexa Civic Campus Commons
- NEW! County Designed Juneteenth T-shirts, select your style and color here: jocogov.myspreadshop.com
- To learn more, visit jocogov.org/Juneteenth !



elementia

- Teen Literary Magazine created and curated by a local teen committee (14 members)
- Over 800 submissions reviewed this year from around the world
- Staff provide mentorship, teens lead creative decisions
- Promotes creative expression, leadership, and global connection



Humanity Reception Highlights

- Held at Central Resource Library
- Over **150 attendees**
- Teens emceed, read their poetry, and shared artwork
- Keynote authors: **Julie Murphy & Natalie C. Parker**
- Engaging conversation that centered teen voices and their creative work
- Every element, from décor to refreshments, tied directly to pieces in the magazine, with teens helping guide selections



elementia's Impact



- Builds teen confidence, voice, and leadership
- Encourages empathy through global submissions
- Connects teens and patrons to diverse perspectives

Thank you for supporting *elementia*. A program that uplifts, inspires, and connects teens in our community and beyond.



Johnson County Library Strategic Plan Update First Trimester, 2025

June 12, 2025



2024-2028 Strategic Plan

Vision

Johnson County Library creates an environment for people to learn, to explore, to enjoy, to create, to connect.

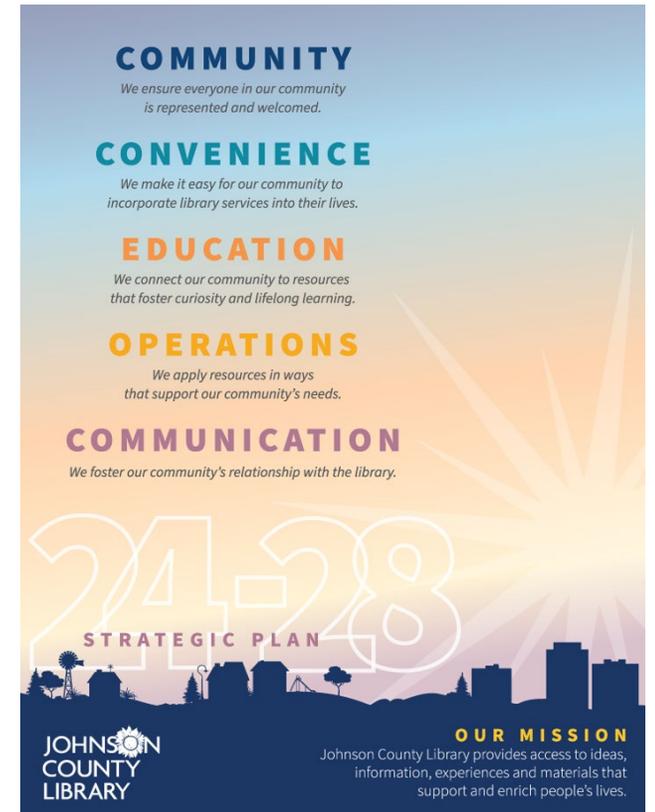
Mission

The Library provides access to ideas, information, experiences and materials that support and enrich people's lives.

Key Performance Areas (KPAs)

Community * Convenience * Education * Operations * Communication

2024-25 Organizational Priorities



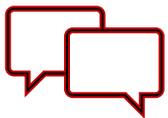
2024-2025 Organizational Priorities



Implement Comprehensive Library Master Plan (CLMP), Capital Replacement Projects (CRP), and Capital Improvement Projects (CIP).



Align staff and resources through implementation of SORT II (Staff Organization Redesign Template II) and Patron Service Standards.



Commit to the County's VIBE (Voices of Inclusion, Belonging and Equity) initiative through facilitating community engagement (staff and public).





PRIORITY: CIP, CLMP, CRP – *Capital Improvement Plan*

Top Takeaways January-April 2025:

- Successful sale of former Antioch Library properties
- Internal planning began for Comprehensive Library Master Plan (CLMP) Study Refresh
- Corinth Replacement programming study was completed



SUCSESSES: Antioch properties sold. Corinth Replacement programming study completed.

CHALLENGES: Developing, stabilizing communication pathways between Library and Facilities stakeholders. Site identification for Corinth Replacement.

UPCOMING: Exploration of potential alternative sites for Corinth Replacement. Developing scope and project plan for CLMP Study Refresh.





PRIORITY: CIP, CLMP, CRP ***Spring Hill and De Soto***

Top Takeaways, January-April 2025:

- Schematic design completed
- Design development in process
- Titan Built onboarded as construction manager
- Construction documents began
- Development of schedule and budget



SUCSESSES: Schematic design phase completed, and construction manager hired.

CHALLENGES: Stakeholder alignment.

UPCOMING: Completion of final design, closure dates determined, guaranteed maximum price finalized, and bidding begun.





PRIORITY: CIP, CLMP, CRP

Capital Replacement Plan

Top Takeaways January-April 2025:

- *Central West Wall* project completed and support staff spaces reconfigured
- *Roofing Design* at multiple branches – anticipate bidding this year, work next year
- Design in progress for *improvements to Leawood’s courtyard*
- Design and bidding is in progress for *landscaping improvements at multiple branches* – in-house



SUCSESSES: Continue to maintain and upgrade existing buildings.

CHALLENGES: Supply chain uncertainties are still present. Inflation is a concern. Competing demands for stakeholder and subject matter expert attention.

UPCOMING: 2025 CRP focuses primarily on design work in 2025 to continue advancing the program and provide time for the market to stabilize.





PRIORITY: SORT II

SORT Implementation

Top Takeaways January – April 2025:

- Launched work teams for focused evolution of six identified patron services
- Stood up meeting infrastructure for branches
- Leadership training/teambuilding for Department Managers
- Review of procedures, processes and meetings



SUCSESSES: Focus on six identified services created foundation to build on patron satisfaction. Gaining greater clarity around new processes and responsibilities.

CHALLENGES: Time, schedules and amount of work. Large scale change: 100+ staff impacted.

UPCOMING: Resourcing Patron Service Standards.



PRIORITY: SORT II



SORT Implementation – Program Department

Top Takeaways January – April 2025:

- Established Program Coordinator branch liaison roles.
- Launched of quarterly Program Department community meetings with staff.
- Established Program space and inventory auditing management system.

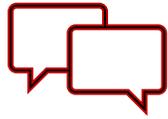


SUCSESSES: Select Program staff trained with Storytime Delivery Workshop. All Program staff attended SLJ's Co-Design & Outcome Driven Program Design. Met summer program deadlines.

CHALLENGES: Program planning continues to be a challenge - a balancing act between time for co-design with other departments and program delivery.

UPCOMING: Revisiting Program Department charter and annual priorities and Community Responsive Program Plan.





PRIORITY: VIBE

Community Engagement

Top Takeaways January - April 2025:

- Patron Insights: Manager joined in February.
- Website: Engaged patrons to develop user personas to research and test new website structure.
- Brand: Conducted brand audit at all branches.

Top Quotes

You break down kids ... why not my age?

We want our grandchildren to love books, too.

I love that you can order books and then go pick them up.

At a Glance

- 67 years old
- Retired I.T. Professional
- Worked in libraries during HS and college
- Has had a JC library card for four years.
- Uses the library site weekly
- Library usage includes himself, his wife, and his grandchildren.

Retiree / Grandfather

🗨 Libraries are books! - looking for books.

Top Goals / Activities

1. Uses the website weekly looking for specific books that he's found at a local bookstore. (He takes pictures of them in the store, then searches JCL.) He has requested several book purchases, as well.
 - a. He wants books for retirement, medical, social security, and investment stuff.
2. Uses the site as a way to access other sites, for example NY Times, Consumer Reports.
3. Brings grandchildren to the library as a family activity / entertainment opportunity.

Current Website Pain Points

- Libby is hard to navigate in and out of.
- Tried to use an iPad to access resources while traveling and had a difficult time.
- His laptop has a small screen as well, making it difficult to read.
- Tell me what I'm going to find if I click into it!
- For both he and his wife, fonts and colors are important. (Speaking to accessibility.)

Prototype Feedback, Positive

- Likes news resources on the home page.
- Goes to 'What's New' shelf in the physical library right away and finds that section on the home page quickly.
- Found 'Get a Library Card' quickly.
- Likes the events block (for his wife, maybe grandkids).

Prototype Feedback, Neutral-Negative

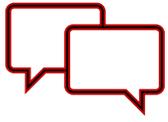
- Login is too close to the top - I scrolled right past it. (Same for search.)
- Voting content takes up too much room (the hero area).
- What is 'Stories'? What is 'Books and Browsing' versus 'Learn & Research'? What is 'News' versus 'Current Affairs'?
- Expected a better tie-in to Ancestry.com

SUCSESSES: Patron Insights Manager hired and onboarding. User persona testing with patrons provides insight for more intuitive website experience. Brand audit insights to improve patron experience.

CHALLENGES: Intense level of effort to revise web content for new site structure. Integrating brand audit insights into branch operations and building improvements.

UPCOMING: Website page buildout, content writing and migration, staff/public previews. Brand audit readout in June.





PRIORITY: VIBE

Staff Engagement

Top Takeaways January – April 2025:

- JCL VIBE team has new sponsor and formed three sub-committees.
- County conducted Employee Engagement Pulse Survey Jan. 27 - Feb. 21.
- Monthly Town Hall, Library-wide feedback channel and staff & manager side-by-sides launched to foster listening and connection.



SUCSESSES: VIBE subcommittees: Charter, Comms and Juneteenth. Active staff participation in sharing feedback and monthly Town Hall.

CHALLENGES: Carving out time for VIBE team to work on priorities. Quick turnaround to launch staff engagement programs.

UPCOMING: VIBE in-service day to set priorities. Reviewing Pulse Survey results. Resourcing Staff Day and Engagement Team.



**MINUTES JOHNSON COUNTY LIBRARY BOARD
REGULAR MEETING**

May 8, 2025
at Central Resource Library
4:00 p.m.

BOARD: Kelly Kilgore, Charles McAllister, David Sims, Jeffrey Mendoza, Jennifer Hrabe and Jodie Dietz.

ABSENT: Chrysalyn Huff.

BOARD ATTORNEY: Andrew Logan

BOCC: Commissioner Julie Brewer.

STAFF: (All JCL, FAC staff) Tricia Suellentrop, Kinsley Riggs, Adam Wathen, Ben Sunds, David Vratny, Jen Mahnken, Patti Kangethe, Shelley O'Brien, Elissa Andre, Scott Sime, Megan Clark, Juan Lopez-Tamez, Sarah Mathews, Shannon Goebel, Becky Carleton, Terry Pulliam, Michelle Beesley, Gary Carl, Kurt Remmenga, Rebekah Winegarner, Vincent Medellin, Melissa Stan, Nicole Mata, Bryanna Beasley, and Shanta Dickerson

CITIZENS COMMENTS:

Included in the May Board Report is a citizen comment, submitted in writing by Valarie Turner.

Valarie Turner, Olathe KS, asked the board to join the Hidden Disability Sunflower program, a globally recognized signal for nonvisible disabilities, adopted by businesses across many public sectors, including libraries like the Missoula Montgomery Public Library. She explained that people wear sunflowers when they or someone with them has a nonvisible disability and may need help, understanding, or more time. Ms. Turner highlighted that about 1.3 billion people worldwide have a disability, with around 80% having a nonvisible disability. She emphasized that hidden disabilities can be temporary, situational, permanent, neurological, cognitive, neurodevelopmental, respiratory, rare diseases, or chronic conditions like asthma and diabetes. Ms. Turner discussed the social barriers faced by people with invisible impairments and the misconceptions and stereotypes about disabilities. She mentioned the return on investment of the \$2,100 annual membership fee and products like lanyards, which show community support and value.

Board Chair Mendoza requested and received confirmation that Ms. Turner was asking for Johnson County Library to join the Sunflower Program.

Ted Fritz, Prairie Village KS, expressed his concerns about the proposal to replace the Corinth Library. He mentioned that he frequently used the library and found it perfectly usable. Given the current economic situation, he believed it was not a good time to spend money on rebuilding the library. He highlighted the building's stonework and laminated wooden arches, noting their durability and insulation properties. Mr. Fritz criticized past taxpayer money expenditures on what he considered useless items and felt that demolishing and rebuilding the library would be a waste of money and contribute unnecessary debris to the county landfill.

Board Chair Mendoza acknowledged Mr. Fritz's comments and mentioned that the board is still considering options and is open to sharing more information.

REMARKS FROM THE LIBRARY BOARD OF DIRECTORS:

Ms. Hrabe shared that she was lucky to attend elementia and congratulated the young adults involved. That event was one of her favorite things that the library does.

Board Chair Mendoza remarked on this being his first meeting as the Board Chair, and his fourth year on board. He expressed excitement for the upcoming year, having served on the Board for four years, and looked forward to working with Tricia, the staff, and the Library Board to ensure continued progress. Mr. Mendoza emphasized the importance of the Pledge of Allegiance, particularly the phrase "justice for all," and highlighted the library's role in helping people understand their rights. He praised the library as a magnificent public space and recalled Fred Logan's commendation of the library system, attributing its success to the hard work of the staff and Board members. He reminded everyone that Board members are volunteers who are invested in the community and value the library's work. Mr. Mendoza emphasized the importance of making decisions for the long-term vision of the Johnson County Library system while allowing Tricia to handle day-to-day operations. He expressed a desire for the library system to continue benefiting his sons and all children in Johnson County. Mr. Mendoza concluded by reaffirming his commitment to the library and the community, explaining that this dedication is why he serves on the Board.

DEVELOPMENT DEPARTMENT REPORT

Shelley O'Brien, Development/Foundation Director, presented on behalf of the Development Department combining the Friends of the Johnson County Library, the Johnson County Foundation, and the Johnson County Library Volunteers. This report is included in the May Board Report.

Ms. O'Brien mentioned that last month had been a busy period for the Development Department and the Friends of Johnson County Library. It was National Library Week, National Volunteer Week, and Library Giving Day, which kept them occupied. They held a ribbon-cutting ceremony at the Book Nook on April 8 and hosted a volunteer appreciation lunch at Central Resource Library. Additionally, author Stephen Bruno visited last week, sharing his experiences as a Park Avenue doorman, which was very enjoyable.

Ms. O'Brien also informed everyone about the upcoming Library Lets Loose event on September 20, themed "Freedom to Read," which would focus on democracy in the library. She thanked Marsha Daley, Lisa Larson Bunnell, and Anjali Pandya, the cochairs, for their hard work. Fundraising had begun, and 25 committee members were working on various aspects of the event, with Jamie Kapke of Kapke & Co. serving as the event planner.

On a sad note, Ms. O'Brien announced the passing of long-term volunteer Al Pope, who had won the Presidential Service Award a couple of years ago and was a dedicated 40-hour-a-week volunteer with the Friends. She expressed that Al was considered a member of their family and offered to provide information about the arrangements for those interested.

BOARD COUNSEL REPORT

Mr. Andrew Logan, Board counsel, reviewed legal action on Executive Orders and appointment process of new Library Board Members and Commissioner Liaison relationship to Library Board.

Mr. Logan first provided updates on executive orders at the federal level, mentioning that around 20 orders had been issued since the last meeting, covering a wide range of topics from higher education to tariffs and shower heads. He highlighted the ongoing litigation regarding the Institute of Museum and Library Sciences, which had led to a temporary restraining order issued by the District of Columbia District Court. This order restricted certain actions, such as dissolving the institute, terminating employees, and cutting grants or contracts. The court found a good reason to halt specific cuts, and further briefing was expected with final resolution to be determined at a later date.

The second topic Mr. Logan discussed was the appointment of new board members. He noted that a new board member was present at the meeting and explained the process for appointing board members, which involves the Board of County Commissioners. He emphasized that the library board is a governing body with the authority to contract, buy and sell real property, and govern library operations. Board members serve four-year terms, with the option of two consecutive terms, and are appointed at the pleasure of the Board of County Commissioners. Additionally, there is a liaison to the board, appointed by the County Chair, who serves in a non-voting role.

COUNTY LIBRARIAN REPORT

Finance Report

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

Dave Vratny reviewed the financial data for the period ending March 2025, noting that 25% of the year had passed and had collected approximately \$33.5 million in total revenue, which accounted for slightly over 60% of its budgeted revenue. He reminded the board that this figure included \$3.93 million from the sale of Antioch properties. Excluding this amount, they were still at approximately 53%, which was in line with expectations for that point in the year. Regarding expenditures, the total, including encumbrances, was a little over \$19.2 million, representing 35% of the total budget. However, excluding encumbrances, the expenditures were around \$14 million, which was about 25%. This indicated that they were in a good position from an expenditure standpoint as well.

Communication Department Trends

Elissa Andre, Marketing & Communications Manager, presented the Communication Department trends report to the Board, this report is included in the May Board Report.

Ms. Andre introduced the Communication Team and reported that despite the significant bandwidth taken up by the website, the team had been hard at work in other areas. They served over 300 staff members, partnered with county departments, agencies, and offices, and collaborated with external groups and media to promote the library's activities.

Ms. Andre reviewed the work that the team had completed including a full cycle of their marketing campaign aimed to remind the community of library resources and benefits, production of the 2023 annual report, relaunched the 6x6 early literacy branding, and supported various library programs and projects. Internally, they worked on employee engagement strategies, change management, and

other communication initiatives. The help desk received over 2500 tickets from library staff in 2024, and the internal communications team supported the launch of virtual employee town halls.

Ms. Andre reviewed growth in social media channels, with increased followers and engagement on Facebook and Instagram. They managed several e-newsletters and email marketing efforts, maintaining open rates significantly above the industry average. The team also produced the library guide, a 40-page magazine, and mailed it to over 200,000 households in Johnson County. The marketing campaign led to an 8% growth in active users each month in 2024, with a 3.8% growth for the year after adjusting for the annual user purge. The library issued over 28,000 new library cards in 2024, the highest level in years.

Ms. Andre reviewed advertising cost increases due to the expansion of advertising channels and inflation. The team added the metric of cost per active cardholder to track campaign effectiveness. She reviewed the exciting work ahead, including patron notices, summer reading programs, and targeted messaging to connect with various audiences.

Ms. Hrabe commended the team on so much work and commented that her kids loved the summer reading guide.

COMPREHENSIVE LIBRARY MASTER PLAN

Scott Sime, Project and Event Manager, Megan Clark, Project Coordinator, and Elissa Andre, Marketing & Communications Manager presented on the Comprehensive Library Master Plan, these reports are included in the May Board Report.

Spring Hill and De Soto

Megan Clark, Project Coordinator, provided an update on the Spring Hill and De Soto building renovations, as included in the May Board Report.

Ms. Clark provided an update on the Spring Hill and De Soto projects. She announced that Titan Build was selected as the construction manager, a company they had previously worked with on the Merriam Plaza upgrade. Titan Build was developing the construction timeline, reviewing design, developing the budget, and preparing for the bidding process. The team had been in touch with the cities of Spring Hill and De Soto regarding their approval processes. For Spring Hill, site design plans were to be submitted this month, with city council action expected in July. De Soto's submittal process was also being followed. Once all pieces were in place, the guaranteed maximum price amendment would be brought later in the summer.

Next steps included the development of construction documents and the project schedule. The team was working on the details of moving out before construction, and BC Design Group would present more on the designs this summer. The GMP amendment and closure dates would be brought for consideration soon. The updated timeline indicated a Quarter 3 closure for both buildings, with Spring Hill closing first due to the additional work of building the expansion, followed by De Soto. This approach aimed to maximize efficiency for labor and renovation work while minimizing closure time for patrons. De Soto was expected to open first, followed by Spring Hill, around Quarter 2.

Website Update

Elissa Andre, Marketing & Communications Manager, reported on the Website Update included in the May Board Report.

Ms. Andre reported that the team had finalized the site structure on their website and were in the process of building pages and moving content. The primary goal was to condense the content into a more manageable and navigable structure, making it easier for the community to access information quickly. They reduced the total page count by approximately one-third with the development of hub pages, which served as home page-like portals focused on key audiences or topics. This approach required new content to be written and new assets to be created.

The team also finalized branding elements to complement the visual identities of updated branch locations, aiming to make the online experience similar to visiting a branch. As timelines firmed up, they developed a more robust communication and marketing plan for both staff and the community. They used colors to identify different types of pages and content and introduced interchangeable cards to highlight relevant materials, resources, and events.

Over the next month, work will continue on content migration and asset development, preparing for an initial review by primary stakeholder groups, including librarians and subject matter experts. The site was scheduled for release to all staff in June for further refinement, followed by a public preview in July. The project remained on track for a mid-August launch, coinciding with the release of the fall guide.

Ms. Andre addressed a question about ADA compliance from Ms. Dietz, stating that the team aimed to be ahead of the 2027 deadline for public institutions. The team, experienced in ADA practices, ensured color accessibility, visual tags, font sizes, and screen reader compatibility. It is also planned to look at translation on the site the following year.

Overall Timeline

Scott Sime, Project and Event Manager, reported on Capital Improvement Plan (CIP) timeline and Capital Replacement Plan (CRP) 2025 timeline, these timelines are included in the May Board Report.

Mr. Sime provided an update on the capital improvement plan and the CRP. He mentioned that the only change in the capital improvement plan was the inclusion of the website replacement project. Additionally, they were getting close to beginning the internal work of the Comprehensive Library Master Plan (CLMP) study refresh, which had been discussed in the interactive session at the Joint Board meeting last month. A small team was working on preliminary project planning, and more details would be shared in the coming months.

Regarding the CRP timeline, many projects were moving through the design phase, thanks to the guidance of their facilities partners. Mr. Sime specifically mentioned the building automation system upgrades, which he planned to discuss in detail during new business.

UPDATES – Tricia Suellentrop, County Librarian

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

Board Member Updates:

County Librarian Suellentrop welcomed Jeffrey Mendoza as the Board Chair, expressing excitement about working together after three years of involvement in various discussions.

Ms. Suellentrop welcomed new board member Jodie Dietz, who had been very involved in Johnson County for the past 30 years. Jodie had a background in criminal justice and management, worked as a probation officer, and was currently employed at Johnson County Community College. Ms. Dietz has participated in numerous community initiatives and served on the Friends of the Library Board, the Overland Park community development block grant, and the executive board for KSAB and KAPS network. Jodie is also a proud member of the Blue Valley School Board.

Ms. Suellentrop also congratulated Kelly Kilgore on being reappointed for another four-year term.

Volunteer Appreciation

County Librarian Suellentrop shared about the volunteer appreciation event held on April 25, which marked the 50th anniversary of the national acknowledgment of volunteers. The event was attended by 100 volunteers from the library and the Friends. Ms. Suellentrop highlighted the importance of volunteers, noting that the county had over 7,000 volunteers across nine different agencies and departments, including over a thousand library volunteers annually.

During the event, several awards were given, including recognition for individuals who contributed as many hours as a full-time staff person. Five recipients, Linda Beck, Linda Gorman, Janice McAnaw, and Diane Whitter, were recognized with the help of staff and others. The above and beyond awards were given to several individuals, including Cecelia Baty, Dawn and Brian Wessling, Julie Enlow, Mike Wood, Chris Sadun, Amy Rose, Sherrie Smith, Julie Mauer, and Joy Mae Johnson. Ms. Suellentrop also thanked Amber Bourek Slater, the volunteer coordinator, for her dedication to organizing volunteer opportunities and ensuring a positive experience for volunteers.

Program Department, Summer Programs, and Storytimes Update

Angel Tucker, Program Department Manager, Shannon Goebel, Program Operations Manager, and Sarah Mathews, Program Coordinator, reported on the Website Program Department, Summer Programs, and Storytimes Update included in the May Board Report.

Ms. Tucker introduced dedicated colleagues and provided updates on various programs. Shannon Goebel, the Program Operations Manager, shared that the program department officially formed in August 2024, consisting of a team of 23 tenured staff members who transitioned to new positions as part of the organizational redesign project. In the first nine months, they onboarded staff and transitioned programs previously managed by over 1100 staff across branches to a team of 23 traveling across the county to deliver programs.

The team prioritized a strategic pause on public-facing programs on Wednesdays to build as a team, develop strategic goals, and receive training. They developed three programming pillars: experiences in skill building, reading enrichment and literacy, and community building. They maintained a select

number of partnership-based public-facing programs on Wednesdays and prioritized outreach opportunities.

Ms. Matthews highlighted the Storytime program, noting that they condensed 44 storytimes a week in fall to 39 in spring, offering more diverse time slots, including afternoons, evenings, and Saturdays. Over the past four months, Storytimes reached over 17,000 children and caregivers, deepening early literacy development and creating lifelong library users. She offered five types of Storytime, each designed for specific developmental needs, and continued to offer Storytimes through outreach, reaching nearly 1300 unique patrons this spring.

As weekly branch Storytimes wound down, they geared up for summer reading programs, with book distribution starting on June 2. They partnered with different cities and organizations to provide outdoor community Storytimes and planned a summer reading kickoff party on June 7, featuring various activities and programs throughout June and July. The summer reading program would conclude with an end-of-summer reading bash on July 31.

Mr. Sims expressed his excitement and support for Summer Reading.

InterUrban ArtHouse Curation

Joseph Keehn, Program Coordinator, reported on the InterUrban ArtHouse Curation Update included in the May Board Report.

Mr. Keehn, the Program Coordinator, shared an update on the partnership with InterUrban ArtHouse. This partnership was made possible through the dedication of several staff members, including Brian Voell, the Regional Librarian for the Central Region and former Local Arts Librarian. Joseph also acknowledged the staff at InterUrban ArtHouse, including Angi Cain Hejduk, Wolfe Brack, Brittany Noriega, and James Farnen.

Local arts and public libraries played a vital role in connecting people, ideas, and culture. Exhibitions had a long history at the library, evolving over the decades. InterUrban ArtHouse, established in 2011, aimed to enrich the cultural and economic vibrancy of the community. The partnership with the library began in 2016 at Leawood Pioneer Library and expanded in 2023 to include eight locations. By January 2024, InterUrban ArtHouse began exhibiting at nine of the ten locations.

Since formalizing the partnership, InterUrban ArtHouse has curated over 46 exhibitions at the library, featuring over 50 diverse artists. Using a weighted entry formula, they estimated a total of 581,000 views for these exhibitions. The partnership also included artist development workshops and storytelling nights, which drew significant crowds.

For the summer, high-quality artwork continued to be featured in the exhibition spaces, with descriptions available in the guide. The theme "Color Your World" inspired art workshops suitable for teens and adults, requiring registration due to anticipated high demand.

Ms. Hrabe expressed her support for this work and that it allows young people to experience art at libraries.

County Librarian Suellentrop welcomed the class of new employees to the library system.

County Librarian Suellentrop then discussed a conversation with County Manager Penny Postoak Ferguson about the proposed 2026 budget, which included no new county tax-funded full time employees (FTEs) or positions, with exemptions for parks and the library. The library requested two new positions, vetted and approved by the Library Board Budget Committee and the full board. This budget would be discussed at the May 15 Board of County Commissioner meeting. Ms. Suellentrop conveyed the desire for Parks and the Library to align with the county's achievement of no new county tax-funded FTEs and outlined options for addressing this. These options included having the Library Board Budget Committee discuss the desire and path forward, discussing it that evening, or holding a special Library Board meeting before June 5. The earliest possible date for a special board meeting would be May 15, and the latest date would be June 4, as the budget presentation to the Board of County Commissioners was scheduled for June 5. The Board of County Commissioners would ultimately approve the budget in August.

Ms. Suellentrop had discussed this with Mr. Medoza and Mr. Sims earlier in the day to get initial feedback. Chair Mendoza agreed with Mr. Sims' recommendation for the Budget Committee to meet and bring forth a recommendation to the full board and anticipated calling a Special Board meeting on May 16 to make a decision. Ms. Kilgore asked for a refresher on the positions, and it was clarified that one was an IT analyst position, with total compensation of approximately \$107,000, and a Business was \$95,077, totaling \$203,588.

Consensus from the board was to move forward with setting up a Library Board Budget Committee meeting and to schedule a Special Board meeting May 16th. Board members were alerted to watch for scheduling in the near future.

COUNTY COMMISSIONER REPORT:

Commissioner Brewer shared that Thursdays were typically busy with three to four public meetings, followed by a careful but quick drive to the library. Brewer mentioned reading "Know My Name" and finishing "Born a Crime," encouraging others to check out these books. Reflecting on Storytime, Brewer reminisced about being a costume Storytime reader for elementary school children, even dressing up in various costumes to engage the students.

Comm. Brewer emphasized the importance of focusing on fundamentals, particularly in light of the heavy burden of property taxes on the community. The proposed 2026 budget did not include any increase in property tax or new county tax-funded positions, with exceptions for parks and the library. Brewer expressed hope that parks and the library could align with the county's goal of not relying on property tax-funded positions, exploring grants and other funding opportunities instead.

Comm. Brewer highlighted the upcoming budget town halls, which would be publicized soon, and the importance of libraries as gathering spaces for these events. Comm. Brewer also mentioned the redistricting process in Johnson County, involving third-party consultants and mapping recommendations, with town halls planned to engage residents in the process.

Additionally, Comm. Brewer discussed the final stages of the transit system's strategic planning process and the importance of funding priority services and programs through property tax or ad

valorem tax. Comm. Brewer noted that the county's programs and services fell into three categories: mandated by state statute, necessary to provide, and prioritized by residents through surveys. Parks and Rec and Libraries were top priorities for residents.

Finally, Comm. Brewer mentioned an action item taking during the regular business meeting to support putting the renewal of the expiring public safety tax on the ballot in November. This decision aligned with the county's priorities of housing, fiscal health, health and safety, and aimed to ensure continued funding for essential services.

County Librarian Suellentrop informed the Board about the situation at Aspen Place Apartments in Gardner, where many residents were facing relocation issues. Although the library did not have a direct role in this matter, staff connected with the city and county to offer services at the Gardner building to assist the residents and the city. While there were no specific actions taken yet, the Associate Director of Branches, Mr. Wathen, had a couple of meetings or conversations regarding the situation. Ms. Suellentrop assured the Board that they would be kept updated as the situation developed and as the library's assistance became more defined.

CONSENT AGENDA

I. Consent Agenda

A. Action Items:

1. Minutes of the April 10, 2025 Regular Library Board meeting
2. Minutes of the April 10, 2025 Joint Board of County Commissioner and Library Board meeting
3. Consideration of Memorandum of Understanding between Johnson County Library and Johnson County Election Office
4. Consideration of Contract Renewal for BiblioCommons

B. Information Items

1. Financial and Personnel

- a) The County Librarian and the Finance Director certify those payment vouchers and personnel authorizations for March 2025 were handled in accordance with library and County policy.
- b) The March 2025 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. Kilgore moved the Library Board of Directors approve the consent agenda.

Second: Mr. McAllister seconded this motion.

Motion was approved unanimously.

II. Old Business

None

III. New Business

A. Action Item: Form the Appraisal Committee

Board Chair Mendoza reviewed the formation of the Appraisal Committee briefing sheet, as included in the May Library Board Report.

Motion: Ms. Kilgore moved to form the Personnel Committee with the following Board Members; David Sims, Chrysalyn Huff, and Charles McAllister.

Second: Mr. McAllister seconded this motion.

Motion was approved unanimously.

B. Information Item: Consideration of Land Use Agreement to Create Community Garden between Johnson County Library and Overland Park Community Garden

Anna Madrigal, Central Regional Manager, presented the Land Use Agreement to Create Community Garden between Johnson County Library and Overland Park Community Garden briefing sheet, as included in the May Library Board Report.

Board Chair Mendoza asked if there was a cost to the library and asked what currently happens on the additional property that is being asked for. Ms. Madrigal shared that there is no cost associated with this partnership and that currently that property is not used, with grass growing there.

Mr. Sims voiced his support, sharing that this seems great and obvious.

C. Information Item: Consideration of contract and exception to competition for upgrades to BAS systems at multiple branches

Scott Sime, Projects and Events Manager, presented the contract and exception to competition for upgrades to BAS systems at multiple branches briefing sheet, as included in the May Library Board Report.

Mr. Sims inquired why this system was not implemented at Lenexa and Monticello. Mr. Sime explained that Lenexa was six years old and Monticello was 7.5 years old, when those buildings were constructed they used the previous closed systems, which were the systems installed at that time.

Mr. Sims shared support for the new system if it brings increased efficiency.

D. Information Item: Consideration of agreement with American Heart Association

Jared Harper, Southwest Regional Manager, presented the agreement with American Heart Association briefing sheet, as included in the May Library Board Report.

In response to question from Board Chair Mendoza, Mr. Harper confirmed there is no cost associated with this agreement and that it is grant funded from the American Heart Associate.

Ms. Hrabe clarified that the machine in question was not the kind where you sit in a booth. Mr. Harper described the machine as a small, mobile machine that fit on the side of a table,

where you could slide your arm through to take readings. It did not have a large footprint and only required power to operate, making it easy to move around.

Mr. Harper mentioned that Central had a similar machine that was much larger and well-used but had since become obsolete, many years ago. Board Chair Mendoza asked if the previous machine was through an agreement with the same organization, to which Mr. Harper responded that it was before his time and was with the Department of Health and Environment of Johnson County. Mr. Harper shared why the heart monitors were discontinued, as over time the machine became obsolete due to updates and changes.

- E. Information Item: Consideration of Walk and Read Signage Installation at Central Resource Library

Jennifer Mahnken, Associate Director for System-Wide Services, and Scott Sime, Projects and Events Manager, presented the proposed Walk and Read Signage Installation at Central Resource Library briefing sheet, as included in the May Library Board Report.

ADJOURNMENT

Motion: Ms. Hrabe moved to adjourn the meeting.

Second: Ms. Kilgore seconded this motion.

Motion approved unanimously.

Meeting adjourned at 5:29 p.m.

SECRETARY _____
David Sims

CHAIR _____
Jeffrey Mendoza

SIGNED _____
Tricia Suellentrop, County Librarian

**MINUTES JOHNSON COUNTY LIBRARY BOARD
SPECIAL BOARD MEETING**

May 16, 2025
On Zoom at 11:00 a.m.

BOARD: Jeffrey Mendoza, Charles McAllister, Chrysalyn Huff, David Sims, Jennifer Hrabe, Jodie Dietz, and Kelly Kilgore

ABSENT: None.

BOARD ATTORNEY: Andrew Logan

Commissioner Brewer

STAFF: (All JCL, FAC staff) Tricia Suellentrop, Kinsley Riggs, Ben Sunds, Dave Vratny, Jennifer Mahnken, Shelley O'Brien, Patti Kangethe, Erin Barnes, Ted Clemons, Abigail Wheeler, Jamal Lang

Board Chair Jeffrey Mendoza called the meeting to order at 11:00a.m.

New Business

A. Action Item: Consideration of recommended revision to the Fiscal Year 2026 Budget.

County Librarian Suellentrop introduced the briefing sheet for this item that is included in the May Special Board Report.

Ms. Hrabe asked if Parks and Library were given an exception to achieving no new tax funded full-time employees (FTE). County Librarian Suellentrop clarified that Parks and Library were not given an exception. The message was that the county would not be able to say that they fully achieved no new tax funded FTEs if Parks and Library were an exception. Ms. Suellentrop shared that the indication she has from Parks is that they will try to move their one position to be funded by their enterprise funded funds, to be able to achieve no new tax-funded positions.

Mr. Sims shared his thoughts, including how positions could be moved around and how library staff could consider utilizing vacant roles differently than anticipated or using consulting services as needed to fill the needs of the roles that are being asked for.

Board Chair Mendoza also shared his thoughts that it is important to allow library staff to do what is needed to complete the mission, and the Budget Committee recommendation allows for the use of contractual services and for library staff to adjust internally, in order to fall in line with County Commissioner intent. He reminded the board that the 2026 Budget is set to be presented during the first week in June and it would look better for the library to do with what the County Commissioner has asked, while also allowing the Library to do what they need to do.

Ms. Kilgore shared her support for this compromise.

Motion: Mr. Sims moved that the Library Board authorizes withdraw the 2026 budget request for 2.0 FTE and to convert the \$203,588 in funding into contractual services and

allow for Library staff to explore other options within existing resources to provide for the needs met by these positions.

Second: Ms. Kilgore seconded this motion.

Motion was approved by Board Members McAllister, Sims, Hrabe, Dietz, Kilgore and Board Chair Mendoza.

Motion was opposed by Board Member Huff.

Motion passes by a vote of 6 to 1.

ADJOURNMENT

Motion: Ms. Kilgore moved to adjourn the meeting.

Second: Ms. Hrabe seconded this motion.

Motion approved unanimously.

Meeting adjourned at 11:07 a.m.

SECRETARY _____

David Sims

CHAIR _____

Jeffrey Mendoza

SIGNED _____

Tricia Suellentrop, County Librarian

To: Library Board of Directors
From: Tricia Suellentrop, County Librarian
Date: June 12th 2025
Re: Land Use Agreement to create a Community Garden

Issue: Expansion of Overland Park Community Garden

Suggested Motion: *This item is on consent; an individual motion will only be needed if pulled from consent.*

I move the Library Board of Directors approves the land Use Agreement to Create a Community Garden between JCL and the Overland Park Community Garden through December 31, 2026.

Background: The Johnson County Library and the Overland Park Community Garden currently have a Land Use Agreement in place to designate land on the Oak Park property for the use of a community garden and giving grove of fruit trees. That agreement was recently renewed by the Board of Library Directors. It has been in place for 10 years. We have been approached by the OP Community Garden to ask for additional land that would be used to expand the number of garden beds available to the community. The Community Garden reports they have an annual waiting list of around 50 individuals interested in the 10 currently available garden beds. The desired land for addition beds sits directly south of the current Giving Grove trees. The Library currently does not utilize this land for any purpose. The Library’s only responsibility would be in providing the land.

These revisions include incorporating the Addendum for the “Giving Grove” into the original Land Use Agreement so that there is only one Agreement.



Analysis: The Library currently does not utilize the land south of the Giving Grove. The request for permission to install additional garden beds would meet the demand indicated by the community.

Funding Overview: Not applicable.

Alternatives: The Library Board has the option of not approving the request for permission to add additional garden beds.

Recommendation: To approve the request of allowing use of land directly south of the current Overland Park Community Garden Giving Grove for installation of additional garden beds to meet community demand.

Purchasing Review: Not applicable

Budget Review: Not applicable

Legal Review: Library legal counsel has approved this agreement as to form.

LAND USE AGREEMENT TO CREATE A COMMUNITY GARDEN

THIS AGREEMENT (the Agreement) is made this ~~10th-12th~~ day of ~~June 2025~~ ~~December-2015~~ by and between the Board of Directors of the Johnson County Library (hereinafter called the property owner) and Overland Park Community Garden, Inc., a not-for-profit corporation (hereinafter called OPCG), to authorize OPCG to use a site to be designated by the property owner at the Oak Park branch facility at 9500 Bluejacket, Overland Park, Kansas (the Site, as shown in appendix A) as a community gardening project.

1.0 Term. The property owner authorizes OPCG to operate a community garden at the Site designated by the property owner for a term ~~of one year~~ beginning ~~April-June 12, 2025~~, ~~2016~~, and ending ~~December 31, 2026~~ ~~March 31, 2017~~, unless earlier terminated as described in this Agreement. The County Librarian and OPCG will agree in writing to the procedures to be utilized in the OPCG's use of the Site. This Agreement may be renewed or re-negotiated with the approval of both the property owner and the OPCG at the end of the term.

2.0 Indemnification and insurance. The OPCG agrees to indemnify and save harmless the property owner from all damages and claims arising out of any act, omission or neglect by the OPCG and from any and all actions or causes of action arising from the community garden's occupation or use of the Site. Property owner's obligation shall be limited to the extent permitted by law and is subject to the maximum liability and immunity provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq). OPCG shall maintain insurance in the amount of \$1,000,000 for general liability and shall name the Board of Directors of the Johnson County Library and the Board of County Commissioners, Johnson County, Kansas as additional insureds on the policy.

3.0 Maintenance of Site of Site and Giving Grove.

(A) OPCG will keep the Site in a neat appearance year round. OPCG will be financially responsible for its water usage. The property owner will continue to pay all real estate taxes on the property and mow the lawn outside the Site.

(B) OPCG, acting in partnership with the Overland Park Parks Department, is authorized to continue developing the "Giving Grove" on land designated on the Site, as follows:

1. The Giving Grove will consist of edible tree gardens developed by OPCG on the designated land on the Site. Edible tree gardening is a sustainable food production and land management system based on planting fruit and nut trees, berry- producing bushes and shrubs, and perennial herbs and vegetables.
2. OPCG, acting in partnership with the Overland Park Parks Department, will be responsible for removing the scrub tree and stump on the designated land adjacent to the Site, purchasing the trees and shrubs that comprise the Giving Grove, installing a water hydrant or hydrants in the Giving Grove, providing water during the time when the Giving Grove's hydrants are turned off, paying for the water used in the Giving Grove, and paying for the mulch used in the Giving Grove.
3. OPCG will also be responsible for finding and managing caretakers for the Giving Grove, overseeing the Giving Grove, and for coordinating with the Overland Park Parks Department for the harvesting and distribution of Giving Grove produce.
4. The property owner will be responsible only for designating the land on the Site upon which the Giving Grove will be developed. The parties agree that

the property owner will be the sole owner of the Site including the land on which the Giving Grove is developed and will become the owner of all trees, bushes shrubs, and plants planted in the Giving Grove. The parties agree, however, that during the term of the Land Use Agreement, and any renewal term, OPCG shall have the produce harvested from the Giving Grove, for use and distribution in accordance with OPCG's charitable purposes. The property owner agrees to consider working with OPCG on programming involving the Giving Grove.

3.0(C) OPCG and the property owner agree this Agreement replaces any Addendum to Land Use Agreement to Create a Community Garden between the parties.

4.0 Notice of termination, other changes in status. Either party may terminate this Agreement on 60 days prior written notice. The property owner agrees to give the OPCG prior written notice of changes in land ownership, development, or use at least 60 days prior to the change in status.

5.0 Expiration of term; termination of Agreement. Upon expiration of the term of this Agreement or other termination of this Agreement, OPCG will remove any property items provided by the OPCG unless the library requests for the items to remain. OPCG will restore the Site back to grass unless the library requests for it to be left as-is.

6.0 Governing law. Kansas law shall govern the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Land Use Agreement the day and year first above written.

BOARD OF DIRECTORS OF THE JOHNSON COUNTY LIBRARY

Jeffrey Mendoza, Library Board Chair

OVERLAND PARK COMMUNITY GARDEN, INC.

Ari Wiemar, President

LAND USE AGREEMENT
TO CREATE A COMMUNITY GARDEN
APPENDIX A



LAND USE AGREEMENT
TO CREATE A COMMUNITY GARDEN

THIS AGREEMENT (the Agreement) is made this 12th day of June 2025 by and between the Board of Directors of the Johnson Country Library (hereinafter called the property owner) and Overland Park Community Garden, Inc., a not-for-profit corporation (hereinafter called OPCG), to authorize OPCG to use a site to be designated by the property owner at the Oak Park branch facility at 9500 Bluejacket, Overland Park, Kansas (the Site as shown in appendix A) as a community gardening project.

1.0 Term. The property owner authorizes OPCG to operate a community garden at the Site designated by the property owner for a term of one year beginning June 12, 2025, and ending December 31, 2026. The County Librarian and OPCG will agree in writing to the procedures to be utilized in the OPCG's use of the Site. This Agreement may be renewed or re-negotiated with the approval of both the property owner and the OPCG at the end of the term.

2.0 Indemnification and insurance. The OPCG agrees to indemnify and save harmless the property owner from all damages and claims arising out of any act, omission or neglect by the OPCG and from any and all actions or causes of action arising from the community garden's occupation or use of the Site. Property owner's obligation shall be limited to the extent permitted by law and is subject to the maximum liability and immunity provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq). OPCG shall maintain insurance in the amount of \$1,000,000 for general liability and shall name the Board of Directors of the Johnson County Library and the Board of County Commissioners, Johnson County, Kansas as additional insureds on the policy.

3.0 Maintenance of Site. OPCG will keep the Site in a neat appearance year round. OPCG will be financially responsible for its water usage. The property owner will continue to pay all real estate taxes on the property and mow the lawn outside the Site.

4.0 Notice of termination, other changes in status. Either party may terminate this Agreement on 60 days prior written notice. The property owner agrees to give the OPCG prior written notice of changes in land ownership, development, or use at least 60 days prior to the change in status.

5.0 Expiration of term; termination of Agreement. Upon expiration of the term of this Agreement or other termination of this Agreement, OPCG will remove any property items provided by the OPCG unless the library requests for the items to remain. OPCG will restore the Site back to grass unless the library requests for it to be left as-is.

6.0 Governing law. Kansas law shall govern the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Land Use Agreement the day and year first above written.

BOARD OF DIRECTORS OF THE JOHNSON COUNTY LIBRARY

Jeffrey Mendoza, Library Board Chair

OVERLAND PARK COMMUNITY GARDEN, INC.

Ari Wiemar, President

LAND USE AGREEMENT
TO CREATE A COMMUNITY GARDEN
APPENDIX A



To: Johnson County Library Board of Directors
From: Tricia Suellentrop, County Librarian
Date: June 12, 2025
Re: Building Automation System: Multiple branches

Issue: Consider authorizing a contract with Control Service Company to design, install, program, and start-up controls for the Building Automation System (BAS) which will allow advanced controls and monitoring of HVAC systems at four locations, in an amount not to exceed \$496,100.

Suggested Motion: *This item is on consent; an individual motion will only be needed if pulled from consent.*

I move that the Library Board of Directors authorize an exception to competition and contract with Control Service Company to design, install, program, and start-up controls for the Building Automation System (BAS) which will allow advanced control and monitoring of HVAC systems at four locations, in an amount not to exceed \$496,100, per the County's Administrative Policy and Procedure #110.180 A.4.

Background: The Library, in partnership with County Facilities, has been working to move to a unified controls solution for several years. This contract represents the expected consolidation of the last four locations' (Monticello, Lenexa City Center, Blue Valley, and Edgerton) Building Automation Systems (BAS) under the same control system. Over the past two years, the Library has successfully reduced our energy usage by 25% - the BAS upgrades at other branches, in addition to lighting upgrades, made this possible. Improvements in energy efficiency, staff time, long-term maintenance costs, and system uniformity are expected by utilizing the same controls system for all library locations – which is also the same system the County uses. By adding BAS controls to these last four locations, our Facilities partners will be better able to monitor, troubleshoot, and track performance of major mechanical systems in these locations. Additionally, decreases in travel time are expected for these staff.

Analysis: The installation of the BAS and the consolidation of these systems under one platform are expected to reduce the Library's (and County's) overall energy usage and make more effective use of staff time by reducing travel between locations. Because the Library desires to consolidate all building control systems under one solution and the solution is regionally controlled by one vendor, an exception from competition is necessary.

Funding Overview: Funding for this work has been allocated in the approved 2025 CRP budget.

Alternatives: 1) Authorize the contract. 2) Do not authorize the contract, which would result in no improvements in energy utilization or staff time to monitor and troubleshoot these four locations.

Recommendation: Staff recommends the Library Board authorize an Exception from Competition to contract with Control Service Company for this work.

Purchasing Review: FMA-Purchasing has reviewed this procurement, ensuring the recommendation meets the requirements of the county's purchasing policies and concurs with the recommendation.

Budget Review: Costs for this work have been planned for in the 2025 CRP budget.

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

DRAFT AIA® Document A104™ - 2017

Standard Abbreviated Form of Agreement Between Owner and Contractor

AGREEMENT made as of the « » day of « » in the year « 2025 »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

« Board of Directors of the Johnson County Library » « »
« Johnson County Library »
« 9875 W87th St. Overland Park »
« Kansas 66212 »

and the Contractor:
(Name, legal status, address and other information)

« Control Service Company»« »
« 3621 NE Akin Drive »
« Lee's Summit MO 64064»

for the following Project:
(Name, location and detailed description)

« Library Controls Upgrade Project. »
« Branches: Blue Valley, Edgerton, Lenexa City Center and Monticello »
« 9875 W87th St. Overland Park »
« Kansas 66212 »

The Architect OR the Engineer, hereinafter the Architect:
(Name, legal status, address and other information)

N/A

Whenever the terms "Architect" or "Architect's" appear in the provisions or headings of the Contract Documents, such terms shall be replaced with "Consultant" or "Consultant's", respectively, as the case may be. This change shall apply to all forms of the terms, unless otherwise indicated, or unless such change would render the meaning of the context of the specific provision or heading thereof nonsensical.

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

- 1 THE WORK OF THIS CONTRACT**
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- 3 CONTRACT SUM**
- 4 PAYMENT**
- 5 DISPUTE RESOLUTION**
- 6 ENUMERATION OF CONTRACT DOCUMENTS**
- 7 GENERAL PROVISIONS**
- 8 OWNER**
- 9 CONTRACTOR**
- 10 ARCHITECT**
- 11 SUBCONTRACTORS**
- 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**
- 13 CHANGES IN THE WORK**
- 14 TIME**
- 15 PAYMENTS AND COMPLETION**
- 16 PROTECTION OF PERSONS AND PROPERTY**
- 17 INSURANCE AND BONDS**
- 18 CORRECTION OF WORK**
- 19 MISCELLANEOUS PROVISIONS**
- 20 TERMINATION OF THE CONTRACT**
- 21 CLAIMS AND DISPUTES**



EXHIBIT A DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[« »] The date of this Agreement.

[« »] A date set forth in a notice to proceed issued by the Owner.

Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

« After Approval of Library Board on June 12th 2025 »

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check the appropriate box and complete the necessary information.)

Not later than « » (« March 13th 2026 ») calendar days from the date of commencement of the Work.

By the following date: «TBD »

§ 2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Blue Valley	Nov 15 th 2025
Edgerton	Sep 30 th 2025
Lenexa City Center	Feb 14 th 2026
Monticello	Dec 15 th 2025

§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

Stipulated Sum, in accordance with Section 3.2 below

Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below

Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be « Four hundred ninety-six thousand one hundred dollars » (\$ « 496,100.00 »), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

«N/A »

§ 3.2.2 Unit prices, if any:

(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 3.2.3 Allowances, if any, included in the stipulated sum:

(Identify each allowance.)

Item	Price
Unforeseen Conditions and Owner Contingency (controlled by owner)	\$45,100.00

§ 3.3 Cost of the Work Plus Contractor's Fee

INTENTIONALLY OMITTED

§ 3.4 Cost of the Work Plus Contractor's Fee With a Guaranteed Maximum Price

INTENTIONALLY OMITTED

§ 3.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

Except as otherwise provided herein, Contractor's maximum liability for any delay related damages, including, but not limited to, any direct, indirect, consequential and/or liquidated damages (if liquidated damages are assessed to Contractor by Owner), Contractor will pay to Owner \$250.00 daily but shall not exceed (30%) of the value of this Contract..

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

§ 4.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

<< >>

§ 4.1.3 Provided that an Application for Payment is received by the Architect/Engineers not later than the <first > day of a month. Payment of amounts due to the Contractor from the Owner, except retainage, shall be made within thirty (30) days after the Owner receives a certified, properly completed, undisputed request for payment according to the terms of the Agreement, unless extenuating circumstances exist which would preclude approval of payment within sixty (60) days. If such extenuating circumstances exist, then payment shall be made within seventy-five (75) days after Owner receives payment request.

§ 4.1.4 Retainage, if any, shall be withheld as follows:

Five percent (5%) of the amount of each Application for Payment retained until final completion and acceptance of all Work covered by the Contract. If during the course of performance of the Work, the Owner determines that a higher rate of retainage is required because the Contractor has failed to meet the terms of the Agreement, is not performing according to the Construction Schedule, shows poor workmanship or other issues, the Owner reserves the right to increase the retainage amount up to, but not exceeding, ten percent (10%) of the value of the Agreement.

<< >>

§ 4.1.5 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

«10 » % «per annum »

§ 4.2 Final Payment

§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment.
- .2 the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price; and
- .3 a final Certificate for Payment has been issued by the Architect when apply in accordance with Section 15.7.1.
- .4 the Contractor has submitted a final Release of Claims, certifying that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied.
- .5 the Contractor has submitted a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner;
- .6 the Contractor has submitted a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents; and
- .7 consent of surety, if any, to final payment.

§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« »

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[] Litigation in a court of competent jurisdiction

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 6.1.2 INTENTIONALLY OMITTED

§ 6.1.3 INTENTIONALLY OMITTED

§ 6.1.4 **The Specifications:**

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

«N/A»

Section	Title	Date	Pages

§ 6.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

»

Number	Title	Date

§ 6.1.6 The Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

§ 6.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 Other Exhibits:

(Check all boxes that apply.)

[] Exhibit A, Determination of the Cost of the Work.

[] Exhibit B, Standards for Delivery of Electronic Document Information.

[] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

« »

[] **The Sustainability Plan:**

Title	Date	Pages

[] **Supplementary and other Conditions of the Contract:**

Document	Title	Date	Pages

.2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents.)

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Engineer. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 7.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

§ 7.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 7.3.1 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and by the Owner's own forces, including persons or entities under separate contracts not administered by the Contractor.

§ 7.3.2 Knowledge

The terms "knowledge", "recognize", and "discover", their representative derivatives and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows (or should know), recognizes (or should recognize) and discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a Contractor familiar with the Project and exercising the care, skill and diligence required of the Contractor by the Contract Documents.

§ 7.3.3 Persistently

The phrase "persistently fails" and other similar expressions, as used in reference to the Contractor, shall be interpreted to mean any combination of acts and omissions, which causes the Owner or the Architect to reasonably conclude that the Contractor will not complete the Work within the Contract Time, for the Contract Sum or in substantial compliance with the requirements of the Contract Documents.

§ 7.3.4 Provide

When the word "provide" including derivatives thereof is used, it shall mean to properly fabricate, transport, deliver install, erect, construct, test and furnish all labor, materials, equipment, apparatus, appurtenances, and all items and expenses necessary to properly complete in place, ready for operation or use under the terms of the Specifications.

§ 7.4 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their

respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service

§ 7.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 7.6 Digital Data Use and Transmission

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmission, unless otherwise provided in the Agreement or in the Contract Documents.

§ 7.7 Building Information Models Use and Reliance

INTENTIONALLY OMITTED

§ 7.8 Severability

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 7.9 Notice

§ 7.9.1 Where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission.

§ 7.9.2 INTENTIONALLY OMITTED

§ 7.10 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 8 OWNER

§ 8.1 Information and Services Required of the Owner

§ 8.1.1 INTENTIONALLY OMITTED

§ 8.1.2 Unless otherwise provided for in the Contract Documents, the Owner shall, upon the written request of the Contractor, furnish or make available surveys describing physical characteristics, legal limitations, and utility locations for the site of the Project, and a legal description of the site; provided, however, the Owner makes no representation as to the accuracy of any such information provided to the Contractor under the provisions of this

Section and the Contractor shall be required to verify the accuracy of any such information furnished by the Owner and report back to the Owner within five (5) calendar days of any omissions, errors, or inconsistencies in the furnished information discovered by the Contractor.

§ 8.1.3 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 8.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect and may deduct the reasonable cost thereof, including Owner's expenses and compensation for the Architect's additional services and expenses made necessary thereby, from the payment then or thereafter due the Contractor. If payments then or thereafter due are insufficient, the Contractor shall pay the difference to the Owner.

§ 8.4 The rights stated in this Article 8 and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (1) granted in the Contract Documents, (2) at law or (3) in equity.

ARTICLE 9 CONTRACTOR

§ 9.1 Review of Contract Documents and Field Conditions by Contractor

§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

§ 9.1.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 9.2 Supervision and Construction Procedures

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 9.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

§ 9.3 Labor and Materials

§ 9.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 9.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

§ 9.4 Warranty

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3.

§ 9.5 Taxes

The Contractor shall pay sales, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations concluded whether or not yet effective or merely scheduled to go into effect.

§ 9.5.1 Following execution of the Agreement, the Owner shall provide the Contractor with a Kansas State Sales Tax exemption Certificate number issued by the Kansas Department of Revenue to be used by the Contractor as allowable for sales of tangible personal property services purchases by the Contractor for the Work or portion thereof. The Contractor shall furnish the number of such certificate to all suppliers from whom purchases are made, and such suppliers shall execute invoices covering same bearing number of such certificate. All such invoices shall be held by the Contractor for a period of five (5) years from the date of such invoices and shall be subject to an audit by the Kansas Department of Revenue.

§ 9.5.2 Upon completion of the Project, the Contractor shall file with the Owner a notarized statement that all purchases made under the exemption certificate were entitled to be exempt from the Kansas Retailer's State Tax and Kansas Compensating Use Tax.

§ 9.5.3 The Contractor shall assume responsibility and be liable for the proper use of the exemption certificate number and shall pay all legally assessed penalties for improper use of the certificate and any and all taxes that are not otherwise exempt under the certificate.

§ 9.6 Permits, Fees, Notices, and Compliance with Laws

§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and

regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 9.7 Allowances

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

§ 9.8 Contractor's Construction Schedules

§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 9.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

§ 9.8.3 Should the updates to the Construction Schedule show the Contractor to be twenty (20) or more calendar days behind the Baseline Schedule at any time during the construction, the Contractor shall work with the Owner and Architect to prepare a recovery plan for returning the Project to a completion within the current Final Completion Date. The Owner reserves the right to withhold payments to the Contractor until a reasonable recovery plan is submitted and accepted by the Owner. All costs associated with the preparation of the recovery plan shall be the Contractor's responsibility unless the delay was caused by reasons beyond the control of the Contractor.

§ 9.9 Submittals

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 10.6. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 9.9.3 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities.

§ 9.9.4 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 9.9.5 Electronic Documentation submittals: The Contractor shall submit electronic data in accordance with Exhibit B, Standards for Delivery of Electronic Document Information.

§ 9.10 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 9.11 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 9.12 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project.

§ 9.13 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 9.14 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 9.15 Concealed or Unknown Conditions.

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend to the Owner an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner or Contractor disputes the Architect's recommendation, either party may proceed as provided in Article 21.

§ 9.16 Indemnification

§ 9.16.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and their respective officers, consultants, agents and employees from and against claims, damages, losses and expenses, including but not limited to lost revenues or profits and attorneys' fees, arising out of or resulting from the Contractor's failure or refusal to perform the Work required by the Contract Documents, or arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or damage or destruction of property personal or real, including loss of use resulting therefrom, caused in whole or in part by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.16.1. The Contractor's obligation to indemnify and hold harmless the Architect shall apply only to the extent that the Owner's agreement with the Architect contains a reciprocal indemnification and hold harmless provision protecting the Contractor.

§ 9.16.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be

liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 10 ARCHITECT/ ENGINEER

§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the conclusion of the one year warranty period. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 10.3 The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 10.4 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work, provided, however, the Architect shall be responsible for promptly notifying the Owner of the failure of the Contractor, Subcontractors, or any other persons performing any of the Work, in failing to use proper construction means and method, techniques sequences, procedures, safety precautions and programs, but only to the extent the Architect becomes aware of, or should, exercising due professional diligence, be aware of the same, and shall also promptly notify the Owner in writing of the failure of any of the foregoing parties to carry out the Work in accordance with the Contract Documents.

§ 10.5 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 10.6 The Architect/Engineer has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.7 The Architect will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 9.2, 9.4 and 9.9. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 10.8 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions

on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

§ 10.9 INTENTIONALLY OMITTED

ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 12.1.1 The Owner shall require his own forces and his separate contractors to coordinate their activities with the Work of the Contractor, who shall cooperate with them.

§ 12.1.2 The Contractor shall participate with other separate contractors and the Owner in coordinating their construction schedules with the Baseline Schedule and the Construction Schedule. The Contractor shall make any revisions to the Construction Schedule deemed necessary after a joint review and mutual agreement.

§ 12.2 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be affected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

§ 13.4 INTENTIONALLY OMITTED

ARTICLE 14 TIME

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 14.3 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.6.3.

§ 14.5 If the Contractor is materially delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by fire, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

Contractor shall be entitled to an increase in Contract Sum as a result of the delay or hidden issues, upon written agreement of the Owner.

The Contract Time will not be extended due to normal inclement weather. The Contractor shall include in all schedules an allowance for calendar days, for which, according to historical data in the location of the project, work subject to normal inclement weather cannot be performed.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 Schedule of Values

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the Architect and Owner, before the first Application for Payment, and if necessitated by Change Orders, updated from time to time thereafter, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form and supported by the data to substantiate its accuracy required by the Architect and Owner. This cost loaded schedule of values, when and only when approved in writing by the Architect and the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment. Additionally, with each Application for Payment, the Contractor shall submit the current Construction Schedule including updated cost loading reflecting all changes to date to the Cost of the Work.

§ 15.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

§ 15.2 Control Estimate

§ 15.2.1 Where the Contract Sum is the Cost of the Work, plus the Contractor's Fee without a Guaranteed Maximum Price pursuant to Section 3.3, the Contractor shall prepare and submit to the Owner a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor's Fee.

§ 15.2.2 The Control Estimate shall include:

- .1 the documents enumerated in Article 6, including all Modifications thereto;
- .2 a list of the assumptions made by the Contractor in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Contract Documents;
- .3 a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee;
- .4 a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement, and delivery of materials or equipment the Owner's occupancy requirements, and the date of Substantial Completion; and
- .5 a list of any contingency amounts included in the Control Estimate for further development of design and construction.

§ 15.2.3 When the Control Estimate is acceptable to the Owner and Architect, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

§ 15.2.4 The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.

§ 15.2.5 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Contract Documents.

§ 15.3 Applications for Payment

§ 15.3.1 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 15.3.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 15.3.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.3.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 15.3.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor and approved in writing by the Architect in accordance with the Contract Documents.

§ 15.4 Certificates for Payment

§ 15.4.1 Procedure:

- .1 At least seven days (7) before the date established for each progress payment submittal, the Contractor shall submit to the Architect and Owner, a draft of the Application for Payment for operations completed in accordance with the most recently approved schedule of values as required under Section 15.1, for completed portions of the Work. The application shall be notarized, shall reflect retainage provided for in the Contract Documents and be supported by such data substantiating the Contractor's right to payment as the Owner or Architect require, including but not limited to, requisitions from Subcontractors and material suppliers and properly executed Release of Claims forms.
- .2 Such application shall be accompanied by monthly releases of claims by the Contractor, Subcontractors and selected material suppliers whose work coincides with the application for payment and cost loaded schedule of values. Failure on the part of the Owner or Architect to enforce this requirement either at any single time or repeatedly during the course of the Project shall not constitute or be deemed a waiver on the part of the Owner or Architect thereafter to enforce this requirement upon the Contractor.
- .3 At least four (4) days before the date established for each progress payment submittal, the Owner, Architect, and Contractor shall meet to review the submitted draft. The parties shall resolve any questions or concerns raised. The contractor, based on the outcome of the meeting, shall adjust his draft Application for Payment accordingly and submit a notarized, signed Application for Payment to the Architect.
- .4 The Architect shall date stamp the signed application upon receipt. If it is in accordance with outcomes decided in Section 15.3.4 and all other provisions of this Contract, the Architect will, within two (2) business days, issue to the Owner a Certificate for Payment, with a copy to the Contractor. If it is not in accordance, the Architect shall notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

§ 15.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 15.4.3 The Architect will withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

- .1 defective Work not remedied;
- .2 third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;

- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 15.4.4 INTENTIONALLY OMITTED

§ 15.5 Progress Payments

§ 15.5.1 The Contractor shall pay each Subcontractor, no later than seven (7) business days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner. Notwithstanding anything in the Section 15.5.1 to the contrary, the Owner may elect, in the Owner's sole discretion, to make any payment requested by the Contractor on behalf of a subcontractor of any tier jointly payable to the Contractor and such subcontractor. The Contractor and such subcontractor shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. In no event shall any joint payment be construed to create any (i) contract between the Owner and a subcontractor of any tier, (ii) obligations from the Owner to such subcontractor, or (iii) rights in such subcontractor against the Owner. Further, to the extent permitted by law, any disputes between the Contractor and subcontractor shall not affect the contract time or cost between the Owner and Contractor.

§ 15.5.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

§ 15.5.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 15.5.4 INTENTIONALLY OMITTED

§ 15.6 Substantial Completion

§ 15.6.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 15.6.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.6.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 15.6.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 15.7 Final Completion and Final Payment

§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. Receipt of Electronic Documentation shall be a condition of determining that the Work has been completed in accordance with terms and conditions of the Contract Documents.

§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

§ 15.7.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 15.7.4 Acceptance of final payment by the Contractor, a Subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the final Application for Payment.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction; and
- .4 construction or operations by the Owner or other Contractors.

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

§ 16.1.5 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.

§ 16.1.6 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 16.1.7 If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 10 calendar days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop any ongoing Work in the affected area and notify the Owner and Architect within twenty-four (24) hours maximum by phone or email in writing of the condition. When the material or substance has been rendered harmless by an authority of the Owner's choosing, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended if and as appropriate and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up, if any.

§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 16.2.3 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 16.2.4 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 16.2, except to the extent that the cost and expense are due to the Owner's fault or negligence

§ 16.3 Hot Work Permits

Contractor shall utilize and provide certification that all "Hot Work" associated with demolition and renovation, and new construction is being monitored by use of Factory Mutual Hot Work Permits.

§ 16.4 Red Tag System

Contractor shall utilize the Factory Mutual Red Tag System at all times when the fire protection equipment is taken out of service. The Owner shall be advised at least twenty-four (24) hours prior to all times when the fire protection equipment is impaired or out of service.

§ 16.5 Material, Equipment And Quality Assurance

§ 16.5.1 Systems and components used in the construction of the Work shall be Factory Mutual Engineering and Research (FMER) listed and labeled.

§ 16.5.2 Contractor shall perform all Work in accordance with the most current edition of the NFPA 70e Standard for Electrical Safety in the Workplace. Perform arc flash hazard analysis, prepare and submit written report to Owner and install labeling in compliance with Article 130 of NFPA 70e.

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 Contractor's Insurance

§ 17.1.1 The Contractor shall carry and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall carry and maintain in force for the duration of the Contract the insurance required

by this Agreement, underwritten by insurer(s) lawfully authorized to write insurance in the state of Kansas, insurance for protection from claims under workers' compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor's operations and completed operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified in Article 17.1.2 of the Contract Documents or required by law, whichever coverage is greater, and shall include contractual liability insurance applicable to the Contractor's obligations under Section 9.16. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. The Contractor shall cause the commercial liability coverage required by the Contract Documents to include: (1) Owner, specifically the "Board of County Commissioners of Johnson County, Kansas, the Board of Directors of the Johnson County Library and their respective officers, Commissions, Agencies and employees," and the Architect and the Architect's Consultants as Additional Insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations and during the Contractor's completed operations. The Additional Insured requirement does not create a partnership or joint venture between the Owner and Contractor under this Contract. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

<< >>

§ 17.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than « one million dollars» (\$ « 1,000,000 ») each occurrence, « two million dollars» (\$ « 2,000,000 ») general aggregate, and « two million dollars» (\$ « 2,000,000 ») aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 9.15.

ISO Form CG0001 or its equivalent with no amendments to the definition of an insured contract including Premises and Operations; Products and Completed Operations Liability; and Contractual Liability. The Liability insurance shall include Blasting, Explosion, Collapse, and Underground coverage.

§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than « one million dollars» (\$ « 1,000,000 ») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 17.1.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 17.1.5 Workers' Compensation and Employer's Liability:

- .1 Statutory Workers' Compensation including an all-states endorsement
- .2 Employer's Liability (E.L. and Disease):
 - .1 Bodily Injury by Accident \$1,000,000 Each Accident
 - .2 Bodily Injury by Disease \$1,000,000 Policy Limit
- .3 Bodily Injury by Disease \$1,000,000 Each Employee

§ 17.1.6 **Umbrella (Excess Liability)** "INTENTIONALLY OMIT"

§ 17.1.7 If the contractor is required to furnish professional services as part of the work, the Contractor shall procure Professional Liability insurance covering performance services with policy limits of not less than « one million dollars» (\$ « 1,000,000 »)per claim and « two million dollars» (\$ « 2,000,000 ») in the aggregate.

§ 17.1.8 INTENTIONALLY OMITTED

§ 17.1.9 INTENTIONALLY OMITTED

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) within five (5) business days of renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1.

Any insurance coverages purchased by Subcontractor in excess of the minimum limits required in this Subcontract are for Subcontractor's benefit only and shall not be deemed insurance provided under this Subcontract for use by Contractor or any additional insureds.

All insurance must include The Board of Directors of the Johnson County Library as a Owner

Contractor agrees to waive subrogation that any insurer may acquire from Contractor by virtue of the payment of any loss relating to this Agreement. Contractor agrees to obtain any endorsement that may be necessary to implement this subrogation waiver. The workers' compensation policy must be endorsed to contain a subrogation waiver in favor of the County for the work performed by Contractor.

Board of Directors of the Johnson County Library, Johnson County, KS, its officers, Commissions, Agencies and employees shall be named as Additional Insured, on a primary and non-contributory basis, under the Commercial General Liability policy and Commercial Auto policies. The Additional Insured requirement does not create a partnership or joint venture between the Owner and Contractor under this Contract,

Prior to contract execution, the successful bidder shall furnish Certificate(s) of Insurance verifying the required insurance is in full force and effect in accordance with this Contract. Within five (5) business days of expiration of any insurance coverage, Contractor shall provide renewal Certificate(s) of Insurance as required by this Contract. The Certificate Holder shall be as follows:

Board of Directors of the Johnson County Library

9875 W87th St. Overland Park
Kansas 66212

Johnson County, Kansas
C/o Risk Manager
111 South Cherry Street, Suite 2400
Olathe, Kansas 66061

A brief description of the work to be performed, bid/project number, and the required Additional Insured language shall be referenced on the Certificate(s) of Insurance in the Description of Operations section. Prior to any reduction in coverage, cancellation, or non-renewal the Contractor or its Agent shall provide certificate Holder not less than thirty (30) days advance written notice of such change in Contractor's insurance coverage. It is Contractor's sole responsibility to provide this notice to Certificate Holder. Failure to provide notice shall not relieve Contractor of its obligations under this Contract.

In the event Contractor procures insurance coverage that is not written on an "occurrence basis" Contractor shall at all times, including without limitation, after the expiration or termination of this Contract for any reason, maintain insurance coverage for any liability directly or indirectly resulting from acts or omissions of Contractor occurring in whole or in part during the term of this Contract (hereinafter "Continuing Coverage"). Contractor may maintain such Continuing Coverage through the procurement of subsequent policies that provide for a retroactive date of coverage equal to the retroactive date of the insurance policy in effect as of the effective date of this Contract, the procurement of an extended reporting endorsement (commonly known as "tail coverage") applicable to the insurance coverage maintained by Contractor during the term of this Contract, or such other method acceptable to County. The contractor shall maintain the full limit of coverage as stated above for the Statute of Repose.

§ 17.1.11 The Contractor understands and agrees that any insurance or self-insurance maintained by the Board of County Commissioners of Johnson County, Kansas and their respective officers, Commissions, Agencies and employees, shall apply in excess of and not be contributory with any insurance or self-insurance maintained by Contractor.

§ 17.1.12 The Contractor shall not commence work under this Contract until the Contractor has obtained all insurance required under this Article, Certificates of Insurance have been submitted to Owner and such insurance has been approved by the Owner. Evidence of continuing coverage for the Contractor or for a Subcontractor or anyone directly or indirectly employed by any of them shall be mailed to Certificate Holder, within five (5) days of renewal or replacement. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

§ 17.1.13 All such insurance shall remain in effect until final payment and at all times thereafter when the Contractor may be correcting, removing, or replacing defective work as provided by these Contract Documents. In addition, the Contractor shall maintain such commercial general liability and completed operations insurance for the statute of repose and furnish the Owner with evidence of continuation of such coverage. Certified copies of all insurance policies shall be provided to Owner, upon Owner's request.

§ 17.1.14 The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ 17.1.15 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies, including Owner's self-insured retentions, and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

§ 17.1.16 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 17.1.17 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits

§ 17.2 Owner's Insurance

§ 17.2.1 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 17.3 Property Insurance

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 "full insurable value" of such equipment

and 100% of 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 (including but not limited to earthquake, landslide, subsidence and volcanic eruption), 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 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.

§ 17.4 Performance Bond and Statutory Bond

The Contractor shall furnish a Performance Bond and Statutory Bond on forms supplied by the Owner and contained in the Bidding Documents in amounts each equal to one hundred percent (100%) of the initial Contract Sum as well as subsequent modifications thereto. Such bonds shall be executed by a surety company authorized to do business in the State of Kansas and require the appointment of a Kansas Resident Agent. The Statutory Bond shall be filed with the Clerk of the District Court of Johnson County, Kansas and receipt of filing furnished to the Owner. In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless provided in the Contract Documents.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within **one year** after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor at Contractor's expense shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the **one-year** period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

§ 18.4 The **one-year** period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 18.5 The **one-year** period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

§ 18.6 Uncovering Work

§ 18.6.1 If a portion of the Work is covered contrary to the Owner's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by either, be uncovered for their observation and be replaced at the Contractor's expense without change in the Contract Time.

§ 18.6.2 If a portion of the Work has been covered which the Architect has not specifically requested to observe prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If

such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or one of the other Contractors in which event the Owner Shall be responsible for payment of such costs.

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 Assignment of Contract

The Contractor shall not assign the Contract without written consent of the Owner.

§ 19.2 Governing Law

The Contract shall be governed by the laws of the state of Kansas.

§ 19.3 Tests and Inspections

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 19.4 The Owner's representative:

(Name, address, email address and other information)

« Gary Carl »
« Johnson County Facilities Management »
« 111 South Cherry Street, Suite 2100 »
« Olathe, Kansas 66061 »
« 913.715.1272 »
« gary.carl@jocogov.org »

§ 19.5 The Contractor's representative:

(Name, address, email address and other information)

« Stanley p. Chandler »
« schandler@controlservice.com»
« »
« Control Service Company.»
« 3621 NE Akin Drive »
« Lee's Summit MO 64064»

§ 19.6 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 19.7 The following provisions shall apply to this and all resulting contracts and subcontracts with and between all contractors, subcontractors, vendors, and /or suppliers connected with this Project, except (i) those whose contracts with the Owner cumulatively total five thousand dollars (\$5,000) or less during the Owner's fiscal year or (ii) those contracts with and between all contractors, subcontractors, vendors and/or suppliers who employ fewer than four (4) employees during the term of this contract.

- .1 The Contractor shall observe the provision of the Kansas Act Against Discrimination, K.S.A. 44-1001 et seq., and amendments thereto, the Kansas Age Discrimination in Employment Act, K.S.A. 44-1111 et seq., and amendments thereto, and the applicable provisions of the Americans with Disabilities Act (ADA), 42 U.S.C. 12101 et seq., and amendments thereto and shall not discriminate against any person in the performance of work under present contract because of race, religion, color, sex,

physical handicap unrelated to such person's ability to engage in the particular work, national origin or ancestry.

- .2 In all solicitations or advertisements for employees, the Contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Commission on Civil Rights ("Commission");
- .3 If the Contractor fails to comply with the manner in which the Contractor reports to the Commission in accordance with the provisions of K.S.A. 44-1031, and amendments thereto, the Contractor shall be deemed to have breached the present Contract, and it may be canceled, terminated or suspended, in whole or in part, by the Owner; and
- .4 If the Contractor is found guilty of a violation of the Kansas Act Against Discrimination, the Kansas Age Discrimination in Employment Act or the ADA under a decision or order of the Commission which has become final, the Contractor shall be deemed to have breached the present Contract, and it may be cancelled, terminated or suspended, in whole or in part, by the Owner.

§ 19.8 Notwithstanding anything to the contrary contained in this Contract or represented by either party to the other or by the Architect to either the Owner or Contractor, the Contractor warrants that each and every chemical substance or product offered, sold, handled, or used for the Work under this Contract, or otherwise, transferred by the Contractor to officers, employees, agents or authorized representatives of the Owner as the date of such offer, sale, transfer or use shall comply with the Occupational Safety and Health Administration (OSHA) Hazard Communication Standard 29 CFR 1910.1200.

§ 19.9 Right to Examine and Audit Records, Contract Change Order Procedures; Overcharges.

§ 19.9.1 The Contractor agrees that the Owner, or any of its authorized representatives, shall have access to, and the right to examine and audit, any and all books, documents, papers and records (collectively the "Records") of the Contractor involving transactions related to the contract (the "Contract") between the Owner and Contractor hereunder, or any change order or Contract modification thereto, or with compliance with any clauses thereunder. Such Records shall include hard copy as well as computer readable data. The Contractor shall require all of its payees including, but not limited to, subcontractors, insurance agents or material suppliers (collectively the "payee(s)") to comply with the provisions of this clause by including the requirements hereof in a written agreement between the Contractor and payee(s). Further, the Contractor agrees to cooperate fully and will require all of its payees to cooperate fully in furnishing or making available to the Owner any and all such Records. The Owner's right to examine and audit any and all Records hereunder shall survive termination of the Contract.

§ 19.9.2 The Contractor agrees to follow the quality control change order processing system (the "System") utilized by Architect and Owner to ensure that any and all Contract change orders or Contract modifications (collectively the "Change Order(s)") that may be necessitated and result during the course of the performance of work or services rendered (the "Work") pursuant to, and under the requirements of, the Contract are warranted and properly processed. The System shall serve as a means for Owner and Contractor representatives to ensure the propriety, justification and timeliness of the Change Order(s), and dill documentation to enable the parties to examine how the price was determined, reviewed, evaluated, negotiated, and accepted or rejected.

§ 19.9.3 The Contractor agrees that is at any time following thirty-six (36) months of termination of the Contract (the "audited period"), an audit performed by or for the Owner hereunder of the Records and/or Change Order(s) pertaining to, or in connection with, the Work and/or the Contract reveals that any overcharges were paid by the Owner and were attributable to any error, omission, negligence, misrepresentation, or willful act on the part of the Contractor, or an of its officers, employees, subcontractors, agents or payees, then the Contractor, or any of its assigns or successors shall, within thirty (30) days of receipt of written notice from the Owner, refund upon demand, and be and remain liable to the Owner for payment of, any such overcharges revealed, including interest thereupon, for the audited period, as well as any and all out-of-pocket costs incurred by the Owner with the respect to conducting the audit and collecting the overcharges. Neither shall the making and acceptance of final payment under the Contract nor the termination of the Contract constitute a waiver of any claim on the part of the Owner to make demand upon the Contractor for any such overcharges and related costs thereto; provided, further, that any such demand of the Owner made upon the Contractor shall not be subject to claims and disputes procedural requirements or provisions, if any, of the Contract, but shall remain a continuing obligation of the Contractor until satisfied.

§ 19.10 Definitions:

Baseline Schedule – a cost loaded schedule defining all submittals and all significant construction activities and milestones necessary for the commencement and Final Completion of the Work by the Contractor or Construction Manager (if retained) and the work of the Owner’s own forces and separate contractors. The Baseline Schedule shall be prepared by the Scheduling Consultant, Contractor, or Construction Manager (if retained) and shall be mutually accepted by the Owner, Architect and Contractor or Construction Manager (if retained) prior to issuance of a Notice To Proceed.

Construction Schedule – Originating from the Baseline Schedule, including cost loading and updates to reflect change in the Cost of Work, and modified by the Contractor or Construction Manager (if retained) as they deem necessary to perform the Work thereafter, however, increases in time to achieve: 1) milestones, 2) completion of phases, 3) Substantial Completion or 4) Final Completion, shall require approval through the Claims and Disputes process identified in Article 21. If a Scheduling Consultant is responsible for maintaining and modifying the Construction Schedule, the Contractor or Construction Manager (if retained) shall provide all necessary information to the Scheduling Consultant so that he can perform his duties.

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 Termination by the Contractor

If the Architect fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days’ notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 20.2 Termination by the Owner for Cause

§ 20.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days’ notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 INTENTIONALLY OMITTED

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect’s services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 20.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner’s convenience and without cause. The Owner shall pay the Contractor for Work executed; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts; and a termination fee, if any, as follows:

(Insert the amount of or method for determining the fee payable to the Contractor by the Owner following a termination for the Owner’s convenience, if any.)

« In accordance with the Contract Documents »

§ 20.3.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

- .1 cease operations as direction by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work, and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders

§ 20.3.2 Upon termination by a court of competent jurisdiction that termination of the Contractor pursuant to Section 20.2 as wrongful or otherwise improper, such termination shall be deemed a termination for convenience pursuant to the Section 20.3 and the provisions of this Section 20.3 shall apply. The prevailing party shall be entitled to reasonable attorney's fees and costs associated with defense of a the improper termination action."

§ 20.3.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed in accordance with the Contract Documents and costs reasonable incurred by reason of such termination, along with reasonable overhead and profit thereon.

§ 20.4 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 20.4.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 20.4.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

§ 21.2 Notice of Claims

§ 21.2.1 INTENTIONALLY OMITTED

§ 21.2.2 INTENTIONALLY OMITTED

§ 21.3 Time Limits on Claims

INTENTIONALLY OMITTED

§ 21.4 The Architect will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, or (4) suggest a compromise.

§ 21.5 In evaluating Claims, the Architect may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Architect in rendering a decision. The Architect may request the Owner to authorize retention of such persons at the Owner's expense.

§ 21.6 If the Architect requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the

requested supporting data, (2) advise the Architect when the response or supporting data will be furnished or (3) advise the Architect that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Architect will render an initial decision.

§ 21.7 The Architect will render an initial decision that either rejects or approves the Claim in whole or in part. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to binding dispute resolution.

§ 21.8 Either party may, within 30 days from the date of an initial decision, file for binding dispute resolution within 60 days of the initial decision. Failure to demand binding dispute resolution within said 30 days' period shall result in the Architect's decision becoming final and binding upon the Owner and Contractor, and shall result in a waiver by both parties of their rights to pursue binding dispute resolution proceedings with respect to the initial decision.

§ 21.9 INTENTIONALLY OMITTED

§ 21.10 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 21.11 Waiver of Claims for Consequential Damages

INTENTIONALLY OMITTED

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

«Jeffrey Mendoza.
Board Chair, Board of Directors of the Johnson
County Library »« »

(Printed name and title)

CONTRACTOR *(Signature)*

« »

(Printed name and title)

APPROVED AS TO FORM:

Andrew Logan
Counsel to the Board of Directors of the Johnson County Library



Innovative Solutions for Healthier Environments

3621 NE Akin Drive · Lee's Summit, MO 64064
main 816.600.5800 · www.controlservice.com

Ed Huff
Senior Maintenance Specialist
Facilities Management
11880 S. Sunset Dr.
Olathe Ks. 66061
Direct 913-826-1082
Mobile 913-617-4961
Office 913-715-1100
Kansas Relay Operator 800-766-3777

April 21, 2025



Re: Johnson County – Library Controls Upgrade Project – 2025 Priority Libraries (Revision 5 – updated details at each library)

Ed:

We are pleased to provide the following proposals for the Controls Upgrade on the four Libraries you requested and that we did walk throughs of on September 18, 2024. Our proposals are based on those walkthroughs, existing control drawings provided, and our subsequent meeting to gather screen shots of Blue Valley and Corinth.

Blue Valley: \$66,000

- Automated Logic Presence in the facility.
- Replace the current Staefa Talon control system
- New ALC router.
- 1 Large AHU. full control.
- Humidifier
- 2 Boiler and 2 pumps. full control.
- Snow melt system
- Exterior lighting contactor. Currently on electric timer.

Edgerton: \$28,000

- Automated Logic presence in the facility
- New router.

- 2 - Split Systems. Add 2 water detection sensors for these.
- Exterior lighting contactor. Currently on electric timer.

Lenexa City Center: \$192,000

- Use the existing router installed for the lighting controls.
- Replace the current Staefa Talon control system
- New router for BAS.
- 2 Large AHU. full control.
- 2 Boiler and 2 pumps. full control.
- 1 Chiller and 2 pump. full control
- 29 VAV Boxes with reheat valves
- 1 FCU with HW & CW valves
- 1 Unit Heater
- 2 Exhaust Fans
- Metering for water, gas, power: BACnet - connect to G5CE

Monticello: \$165,000

- Use the existing router installed for the lighting controls.
- Replace the current Staefa Talon control system
- New router for BAS.
- 1 Large AHU. full control. Replace temp sensors.
- 2 Boiler and 2 pumps. full control.
- 1 Chiller and 1 pump. full control + integration to chiller.
- 35 VAV Boxes with reheat valves
- 1 FCU with HW & CW valves
- 1 Unit Heater
- 2 Exhaust Fans
- Metering for water, gas, power: BACnet - connect to G5CE

Scope and Equipment monitored/controlled

- HVAC Controls:
 - Automated Logic presence in the building
 - Each library will either have existing controls replicated or for those with no controls we will control/monitor the existing HVAC equipment and any exterior lighting currently on timers.
 - Design, programming, graphic generation, installation, and startup/checkout

Details and Exclusions:

- Price is for straight time
- Wiring in open plenum rated cable

- Taxes

Thank you for this opportunity to work with Johnson County Government. Please give me a call if you have any questions or need anything else.

Thank You,



Stanley P. Chandler
816-309-0904
schandler@controlservice.com

To: Library Board of Directors

From: Tricia Suellentrop, County Librarian

Date: June 12, 2025

Re: Consideration of agreement with American Heart Association

Issue: Consider approving the MOU with the American Heart Association’s “Libraries With Heart” program to provide libraries with self-service blood pressure machines for the public.

Suggested Motion: *This item is on consent; an individual motion will only be needed if pulled from consent.*

I move that the Library Board approve the MOU with the American Heart Association to provide blood pressure monitoring machines to the Library.

Background: The American Heart Association and HCA Midwest Health have made blood pressure monitors available to several library organizations across Kansas City. Currently Mid-Continent Public Library and Kansas City Public Library partner with the Libraries with Heart program. Johnson County Library has previously had a blood pressure monitor in our Central Resource Library in partnership with the Department of Health and Environment. This device was well used. The proposal is to accept a blood pressure monitor for each of our branches to provide free access to quality blood pressure information and testing for our community.

Analysis: Installing blood pressure machines can support underserved populations who may not regularly visit a healthcare provider. The machines are simple to use, have minimal space requirements, and do not gather patron information.

Funding Overview: There is no cost to the library for the blood pressure monitors or public information. All machines and related installation costs will be covered through a grant from the American Heart Association. The library would incur costs for any furniture necessary to provide the service and ongoing costs for receipt printer paper.

Alternatives: To not approve the MOU and not accept the devices for our community.

Recommendation: Approve the MOU with the American Heart Association.

Legal Review: Library legal counsel has approved this agreement as to form.

COLLABORATION AGREEMENT
Between
American Heart Association, Inc.
&
Johnson County Library

BACKGROUND

The American Heart Association, Inc. (“AHA”) and Johnson County Library share common priorities and interests regarding the health and well-being of all members of the Kansas City community. The American Heart Association and Johnson County Library are aligned in our focus on eliminating health disparities and improving cardiovascular health through efforts targeting access to healthy blood pressure resources, and high-quality patient education. This collaboration will capitalize on the strengths of each organization to achieve our goals to build health equity.

PURPOSE AND ACTIVITIES

This Collaboration Agreement will outline the anticipated roles, responsibilities, and joint activities between the AHA and Johnson County Library. The purpose of this relationship is to create meaningful and sustainable improvements to the management of patron blood pressure, and cardiovascular health progress toward the goals and targets set in the AHA campaigns. We seek to improve the health of individuals in Kansas City by sharing information about programs, products, and services to:

1. Increase education and outreach in the community on heart disease, hypertension, and stroke;
2. Increase patient understanding and practice of self-measured blood pressure;
3. Spread key campaign messages regarding hypertension awareness and prevention, healthy lifestyles, and recognition of cardiovascular warning signs.

The AHA will carry out activities such as the following to achieve these goals:

- The AHA will assign a lead staff member to function as the main point of contact between the AHA and Johnson County Library.
- The AHA will provide Johnson County Library with one table-top blood pressure monitor and standardized education materials for patients who are most impacted by hypertension and experience the greatest barriers to healthcare resources.
- The tabletop blood pressure monitor is being provided by AHA in an “as is” condition with all faults, and AHA makes no warranties or guarantees of any kind related to the cuffs. The Johnson County Library acknowledges and agrees to the terms and conditions of the release attached hereto as Attachment A.
- The AHA will provide educational materials on accurate blood pressure management.
- The AHA will provide training resources to orient Johnson County Library staff to the initiative, blood pressure education, and resources which include a list of clinics willing to see individuals whose BP is elevated or have other needs.



The Johnson County Library will carry out activities such as the following to achieve these goals:

- The Johnson County Library, in collaboration with AHA, will establish a blood pressure screening hub and a patron information packet with resources on how to self-monitor blood pressure and how to achieve a healthy blood pressure level. This will include guidance and resources to help foster connections/referrals to local health care organizations for participants when needed.
- The Johnson County Library will identify at least one person to serve as the AHA primary contact.
- The Johnson County Library will display blood pressure posters and other materials.
- The Johnson County Library commits to providing timely and accurate updates of the program via occasional conversations or exchanges with the AHA.

EVALUATION OF RELATIONSHIP

The AHA and Johnson County Library will jointly evaluate the effectiveness of this relationship on a regular basis based on mutually agreed upon criteria to establish our future direction and continued collaboration.

COMMUNICATIONS

Any materials or messaging, including media announcements and press releases, created by either party that refer to the Johnson County Library or its programs or materials, must receive prior written approval by the Johnson County Library. Neither party may display the trademarks or logos of the Johnson County Library or copy or distribute copyrighted works of the Johnson County Library, without specific prior written approval to do so. Each party reserves the right to update or change any of its trademarks or logos after giving ninety (90) calendar days' notice to the Johnson County Library.

OWNERSHIP OF MATERIALS

Each party acknowledges and agrees that the other party owns the copyright in all copyrightable works it provides or creates prior to this Collaboration.

TRADEMARKS

Johnson County Library acknowledges the AHA's ownership of the American Heart Association name and heart-and-torch logo (hereinafter referred to jointly as the "AHA Servicemarks"). This agreement shall not be construed to grant Johnson County Library any license to use the AHA Servicemarks.

FUNDING

Nothing in this agreement shall be deemed to be a commitment or obligation of AHA and Johnson County Library funds.

TERM

This agreement is at-will and may be modified by mutual consent of authorized officials from the AHA and Johnson County Library. This agreement shall become effective upon signature by authorized officials from the AHA and Johnson County Library and will remain in effect for a period of one (1) year or until modified or terminated by either party by mutual consent or upon 60- days prior written notice. AHA may terminate this agreement immediately if, in its reasonable discretion, AHA believes that the continuation of this agreement would violate any underlying third-party funding agreement.

INDEMNIFICATION; IMMUNITY; INSURANCE

To the fullest extent permitted by law, the parties shall each indemnify and hold harmless the other parties, and their respective board members, trustees, officers, directors, representatives, agents and employees, from and against any and all liabilities, demands, losses, claims or suits, including costs and reasonable attorneys' fees, for and on account of any kind of injury, loss or damage, or any other circumstances, sustained by the indemnified party, or its board members, officers, representatives, agents and employees, arising from the indemnifying party's breach of this agreement or resulting from the negligent or intentional acts, errors or omissions, or any failure to perform any obligation undertaken by the indemnifying party, or its respective agents, employees or contractors arising out of the indemnifying party's performance under this agreement.

Each party shall procure and maintain, during the period of this agreement, insurance coverage sufficient to satisfy the liabilities specifically assumed by the party pursuant to this agreement.

GOVERNING LAW

For nongovernmental entities, the law of Texas will apply to this Agreement; venue for any claims will be in the state or federal courts with jurisdiction in Dallas, Texas. For governmental entities, governing law will be in the state in which the entity is a part.

**Laura Lopez / Executive Director
American Heart Association, Inc.**

Date

**Jeffrey Mendoza, Board of Director Chair
Johnson County Library**

Date



Please confirm the exact address for shipping the table top blood pressure monitors:

Entity Name:

Attn:

Address:

City, State, ZIP:

Attachment A

Equipment Release

As part of this blood pressure improvement initiative, the American Heart Association ("AHA") is providing Automated, Home Blood Pressure Monitors ("Equipment") to **ORGANIZATION** ("Recipient").

Consent to Usage

Recipient acknowledges that it has received the Equipment at no cost for the purpose of conducting health screenings and self-monitoring programs. The program may include, but are not limited to, measuring blood pressure, height, weight, or body mass index.

Disclaimer of Warranty

AHA provides this new Equipment in an "as is" condition with all faults, and makes no warranties or guarantees of any kind, and expressly disclaims any and all warranties of any kind or nature, whether express, implied, or statutory regarding the Equipment, including but not limited to the accuracy, completeness, correctness, timeliness or usefulness of any information, programs, products, services, or other material provided through or derived from use of this Equipment, or of reliability, non-infringement, merchantability or fitness for a particular purpose. AHA makes no representation, warranty or guarantee that use of the Equipment will be uninterrupted, timely, secure, or error free, or free of viruses or other harmful elements, and such warranties are expressly disclaimed.

By accessing or using the Equipment, Recipient agrees to comply with all applicable federal, state, and local laws and/or regulations which may relate to the Equipment, including, but not limited to, any laws related to privacy and/or protection of individual's protected health information.

Provision of Equipment Does Not Amount to Recommendation or Endorsement of Product

AHA's provision of Equipment to Recipient is not intended as a recommendation or endorsement by AHA of the Equipment, the manufacturer, or any related products. AHA shall not be liable, directly, or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any of the Equipment's products or services.

Medical Disclaimer

Recipient acknowledges that AHA's provision of Equipment is to produce general information only. Use of the Equipment is not intended to result in, or to be construed, as medical advice, diagnosis, and treatment by healthcare provider, and/or patients or other individuals, and is not a substitute for consultations with qualified health professionals who are familiar with any patient's individual medical needs.

The health screening measurements, tests, explanations, etc. do not establish a physician-patient relationship. Recipient will ensure its participants understand that any concerns about their health should be immediately addressed by a healthcare provider, and that it is the participant's responsibility, and not that of the AHA, Recipient, or other organizations associated with this health screen, to schedule a visit with a healthcare provider in order to confirm the results of the health screen and to obtain advice and treatment from a healthcare provider.

Limitation of Liability

Recipient agrees not to sue, and to forever and completely release, indemnify, defend, save and hold harmless AHA, its affiliates, and its and their officers, directors, employees, contractors, volunteers, sponsors and agents from all claims arising out of or related to access or use of provided Equipment for this program. In no event will AHA or its affiliates, and its and their officers, directors, employees, contractors, volunteers, sponsors and agents be liable to Recipient, anyone claiming by, through or under Recipient, or anyone else for (i) any decision or action taken, or not taken, in reliance upon the information contained or provided through the Equipment, (ii) claims arising out of or related to the Equipment, (iii) Recipient's use of Equipment, or (iv) for any incidental, indirect, special, consequential or punitive damages, including but not limited to, possible health side effects, loss of revenues, damages, claims, demands or actions. The foregoing release, indemnity, and limitation of liability shall be as broad and inclusive as is permitted by the state in which you operate.

Personal Information

Recipient understands that AHA does not retain screening results or any other information provided by the participants in this program or generated from Recipient's use of the Equipment.

The foregoing release shall be as broad and inclusive as is permitted by the State or Province in which the Recipient is located. If any portion of it is held invalid, the remainder shall continue in full force and effect.

ORGANIZATION REP
ORGANIZATION

Date

To: Johnson County Library Board of Directors
From: Tricia Suellentrop, County Librarian
Date: June 12, 2025
Re: Walk and Read sign installation at Central Library property by Third Party

Issue: Consider authorizing the installation of up to three (3) Walk and Read signs on the Central Resource Library property, adjacent to Strang Park, to be performed by the City of Overland Park.

Suggested Motion: *This item is on consent; an individual motion will only be needed if pulled from consent.*

I move to authorize the installation of up to three (3) Walk and Read signs on the Central Resource Library property, adjacent to Strang Park, to be performed by the City of Overland Park.

Background: Johnson County Library (“Library”) and the City of Overland Park (“City”) have a Memorandum of Understanding (MOU) that establishes a relationship regarding cooperative “Walk and Read” events. To further our partnership, the City is constructing an accessible concrete path and installing signage infrastructure that provide for changeable colorful images that promote literacy, physical activity, and family time in the community. The City’s Strang Park is one location for the Walk and Read programming, and adjacent to the Central Library. There are a total of eighteen (18) locations in Strang Park where the signage would be installed, and both parties desire to install the same signage infrastructure on the Library’s property.

Johnson County Health and Environment Services is an additional partner for this programming.

Analysis: Because the Board of Directors of Johnson County Library owns the Library property and a third party is performing the work, the Board has the authority to approve or reject this installation.

Funding Overview: No Library funding is required for this work.

Alternatives: Do not approve the installation, which would result in a need for other locations to be determined for these Walk and Read Signs

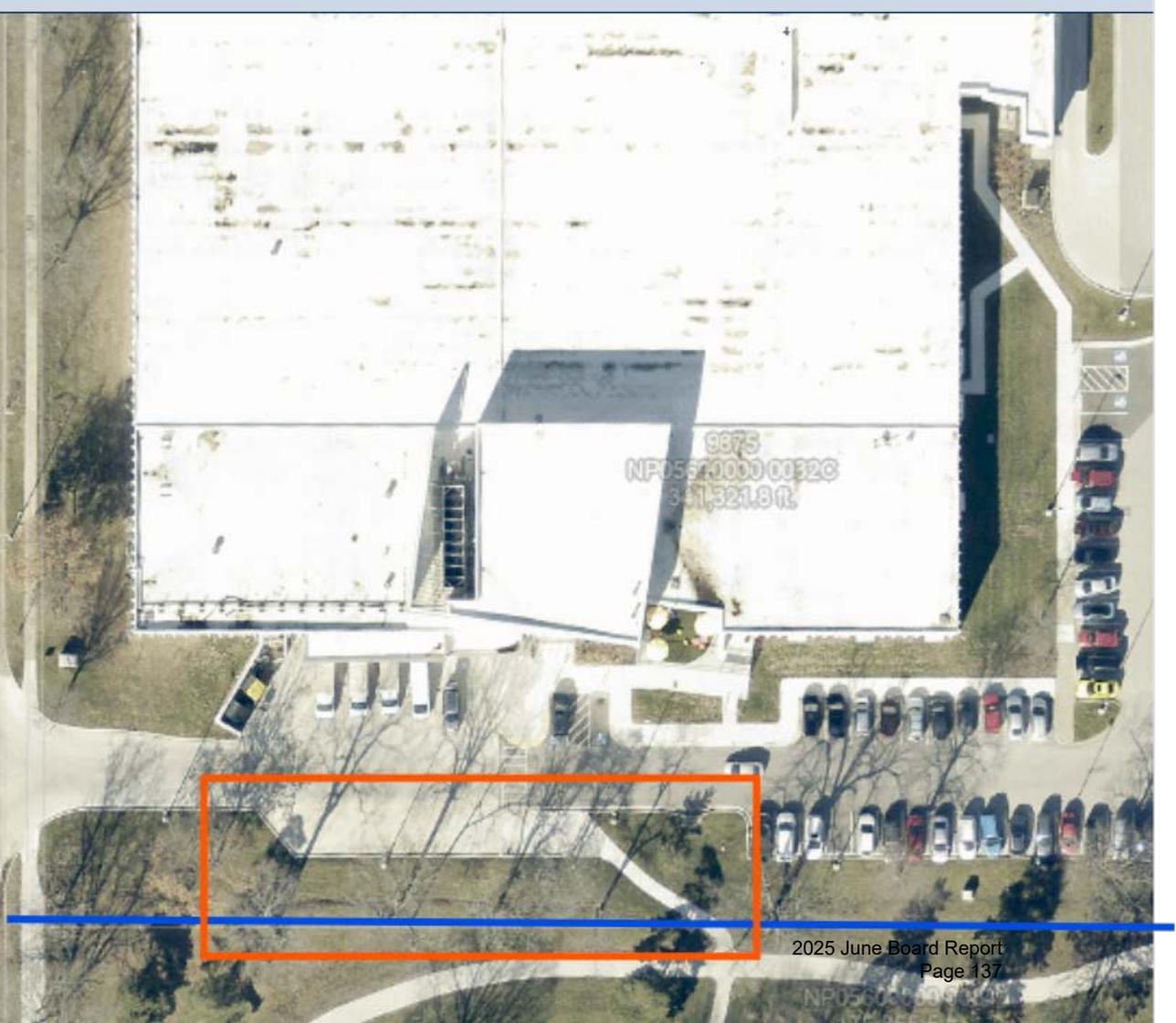
Recommendation: To authorize the installation of up to three (3) Walk and Read signs on the Central Resource Library property, adjacent to Strang Park, to be performed by the City of Overland Park.

Purchasing Review: N/A

Budget Review: N/A

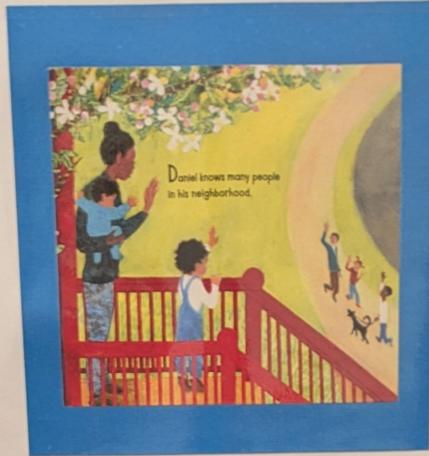
Legal Review: Reviewed

Suggested Motion: I move to authorize the installation of up to three (3) Walk and Read signs on the Central Resource Library property, adjacent to Strang Park, to be performed by the City of Overland Park.



9875
NP05670000 01320
3-1-321.8 ft.





How many people do you know in your neighborhood?



**JOHNSON COUNTY LIBRARY
GIFT FUND
TREASURER'S REPORT**
Period: APR-2025

		Receipts	Payments	Balance
	Opening cash balance			\$112,616.88
	Add Receipts	\$5,214.59		
	Less Payments		\$110.96	
	Ending Cash balance			\$117,720.51
	Less Liabilities		\$3,273.34	
	Unobligated cash balance			\$114,447.17

APPROVED: _____

DATE: _____

s