



**Board Report
October 8, 2020**

AGENDA

JOHNSON COUNTY LIBRARY BOARD OF DIRECTORS REGULAR MEETING, OCTOBER 8, 2020 4:00 p.m.

The Johnson County Library Board of Directors will meet using Zoom, an online meeting tool. The public can view the broadcast of the meeting on the Johnson County Library [Facebook page](#) for a live feed or later when the video is posted to the Library's website.

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

- I. Call to Order
- II. Citizen Comments will be accepted in writing and made part of the record of the meeting.
- III. Remarks
 - A. Members of the Johnson County Library Board of Directors
 - B. Board Chair, Amy Ruo
 - C. Friends of the Library; written report presented by Christopher Leitch4
 - D. Johnson County Library Foundation; written report presented by Stephanie Stollsteimer6
 - E. Liaison, Board of County Commissioners, Janeé Hanzlick
- IV. Reports
 - A. Board Counsel – Fred Logan
 - a) Crisis management ARM
 - b) Mask wearing update
 - B. County Librarian Report – Sean Casserley, County Librarian
 - 1. Finances and Statistics – Dave Vratny, Finance Director7
 - a) Core statistics - Adam Wathen, Associate Director of System Wide Services14
 - b) Trends in Learning and Development - Julie Timmins, Training Specialist15
 - 2. Comprehensive Library Master Plan – Scott Sime, Project Coordinator
 - a) Central Staff Space Consolidation (CSSC)18
 - b) BOCC funding decision
 - c) Overall Timeline22
 - 3. Updates – Sean Casserley, County Librarian
 - a) Reopening Team Report, Jennifer Mahnken and Nancy Birmingham24
 - b) Election ballot drop boxes at Libraries
 - c) Lackman update
 - d) Corinth Condensing Units
 - e) Budget ARM overview
- V. Consent Agenda
 - A. Action Items:
 - 1. Minutes of the September 12, 2020 Regular Library Board meeting29
 - B. Information Items
 - 1. Financial and Personnel
 - a) The County Librarian and the Finance Director certify those payment vouchers and personnel authorizations for

August 2020 were handled in accordance with library and County policy.

- b) The August 2020 Revenue and Expenditure reports produced from the County's financial system reflect the Library's revenues and expenditures

C. Gift Fund Report

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VI. Old Business

A. Consideration of Memorandum of Understanding between Johnson County Library and Lenexa Baptist Church	38
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VII. Adjournment

October 2020: Monthly Report
of the Friends of Johnson County Library
to the Board of Directors of Johnson County Library

Thank you, Madame Chair, and members of the Board, and Commissioner Hanzlick, and Mr. Casserley, for this time to report on Friends progress during the last 30 days.

There are 4 subjects in this report today:

- SPARK Small Business Grant
- Internet Sales
- Central Bookstore closing
- Peer Relations at the Nelson Atkins

1. SPARK Grant

Owing to the diligence and initiative of Shanta Dickerson, our Operations Manager, the Friends have received a SPARK Small Business Working Capital grant from Kansas Department of Commerce: in the amount of \$20,000. In keeping with grant guidelines, these funds will be applied towards payroll, rent and utilities costs for our Pine Ridge sorting center.

2. Internet Sales

Our online sales division continues to thrive – we are listing and selling more inventory as folks continue to shop from the comfort and safety of home. Turnover rates have improved significantly with the change in our inventory management system. At the time of this writing, gross online sales for September are 35% ahead of budget.

- a. This growth requires an increase in people power; we are adding 8 new volunteers to our listing and shipping teams.
 - b. All online shoppers now receive information on how to join the Friends as part of every order.
- We are eager to see whether our membership will grow on a national level.

3. Central Bookstore closing

We are in the final days of business at Friends Central Bookstore. While brief, the life of the store added much to the experience of shoppers, and contributed 11% of our annual revenue.

We're holding a clearance sale: all titles are 50% off now thru October 10. Shop by appointment only until Saturday, October 10, our last day.

4. Peer Relations

Not everything donated to the Friends holds resale value, but some items certainly hold worth to the right person or institution.

In September, a volunteer discovered a 1969 docent study guide for gallery tours from the Nelson-Atkins Museum of Art. Yes, as a reminder, 1969 was 51 years ago. We reached out to the Head of Library and Archives at the Nelson, and the donated document now resides in the collection of the Spencer Art Reference Library at the Museum.

Respectfully submitted,
Friends of Johnson County Library

To: Library Board of Directors
From: Stephanie Stollsteimer
Date: October 8, 2020
Re: Johnson County Library Foundation update

Library Lets Loose-Virtual Edition

Took place September 12 as a festive, FREE, fundraiser!

- We are so grateful and thrilled to have had the support of sponsors, guests who attended, donors who made a gift with their “free” ticket, mail-in donations, and live donations during the event.
- The Library Community showed up in force and we were amazed with the number of guests who attended (estimated 500), the number of sponsors (44) and the number of people who made donations (nearly 200).
- This was a learning experience. We learned how to produce online programming! We had our fair share of technology issues. And we learned how Library Lovers extend grace, patience and enthusiasm for trying something new.
- The Foundation staff and volunteers want to recognize how the event could not have happened without the remarkable support from Library staff members.
 - This includes, but is not limited to the Makers for the Black & Veatch MakerSpace video and artwork, Youth Services Librarians for the Kids Room programming, staff members who took our very own Brian Berrens on a behind the scenes video tour, Joseph Keehn for online programming support, Tricia and Sean for lending their on air talents, and the CX communications team who helped promote it all.
- The on behalf of the Foundation I want to send sincere thanks to everyone who volunteered, donated, and generally supported Library Lets Loose-Virtual Edition.

Other Foundation News

- Annual Appeal: We are preparing a campaign for the year end.
- Board of Directors 2021: We are creating a new slate of officers and planning orientation for new board members and celebrating outgoing board members.

Thank you.

JOHNSON COUNTY LIBRARY: Summary of Expenditures by Cost Category (.75 Increase Only)
August 2020
67% of year lapsed

OPERATING FUND

	2020 Budget
Programs	
Revenue	3,973,236
Administrative Services	
Information Technology	
Collection Development	
Branch/Systemwide Services	
Transfer to Capital Projects	1,330,000
Interfund Transfers	
TOTAL OPERATING FUND EXPENDITURES	<u>\$1,330,000</u>
TOTAL .75 INCREASE FUNDS REMAINING OPERATING	<u><u>\$2,643,236</u></u>

SPECIAL USE FUND

	2020 Budget
Revenue:	2,728,376
Expenses:	
Contractual Services (General Maintenance)	
Commodities (Capital Equipment)	
Transfer to Debt Payment	
Transfer to Debt Payment - CLMP	2,728,376
Transfer to Capital Projects	
TOTAL SPECIAL USE FUND EXPENDITURES	<u>\$2,728,376</u>
TOTAL .75 INCREASE FUNDS REMAINING SPECIAL USE	<u><u>\$0</u></u>
TOTAL .75 INCREASE FUNDS REMAINING ALL FUNDS	<u><u>\$2,643,236</u></u>

Expenditure of Friends of the JCL Donations 2020

<i>Expenditure Details</i>	<i>August</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	75.00	75.00
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	0.00
Board Retreat Expenses	0.00	0.00
Miscellaneous	0.00	0.00
Total Expenditures	\$ 75.00	\$ 75.00

JOHNSON COUNTY LIBRARY TOTAL REVENUE REPORT

August 2020
67% of Year Lapsed

REVENUE ALL FUNDS	2020 Year to Date	2020 Budget	% Budget Year to Date	% Budget YTD Prior Year
Ad Valorem	33,882,707	34,859,880	97%	98%
Ad Valorem Delinquent	103,968	306,306	34%	121%
Motor Vehicle	1,534,356	3,291,677	47%	52%
Library Generated - Copying/Printing	32,493	101,241	32%	72%
Library Generated - Overdues / Fees	174,518	746,421	23%	52%
Sale of Library Books	0	50,000	0%	50%
Misc Other	91,775	19,703	466%	8%
Reimbursement	70,035	330,043	21%	42%
Library Generated - Other Charges	0	3,641	0%	0%
Investment	240,507	352,221	68%	94%
Unencumbered Balance Forward	0	10,000	0%	0%
Recreational Vehicle Tax	10,360	11,883	87%	102%
Commercial Vehicle Tax	51,904	60,438	86%	80%
Heavy Trucks Tax	3,776	3,261	116%	195%
Rental Excise Tax	18,832	38,669	49%	49%
State and Federal Grants	129,518	257,901	50%	51%
TOTAL REVENUE	36,344,750	40,443,285	90%	93%

Expenses ALL FUNDS with Collection Encumbrance	2020 Year to Date	2020 Budget	% Categories Expended
Salaries and Benefits	12,242,366	20,370,778	60%
Contractual Services	2,945,422	4,967,815	59%
Commodities	2,992,343	4,503,719	66%
Risk Management Charges	94,052	142,737	66%
Capital / Maintenance / Repair	2,759,795	2,728,376	101%
Transfer to Debt Payment	4,859	334,718	1%
Transfer to Capital Projects	1,330,000	4,367,527	30%
Grants	129,568	257,901	50%
Interfund Transfer	2,266,116	2,768,864	82%
TOTAL EXPENDITURES	24,764,521	40,442,435	61%

Revenue - Expenses as of August 31, 2020 **11,580,229**

RESERVES ALL FUNDS	As of 12/31/19
Reserves Operating Fund	9,557,491
Reserves Special Use Fund	1,572,099
Total JCL Reserves	11,129,590

Scheduled Replacement Plan Funding

REVENUE RECEIVED TO DATE

2015 Fund Transfer	350,000
2016 Fund Transfer	699,000
2017 Fund Transfer	1,130,250
2018 Fund Transfer	1,147,850
2019 Fund Transfer	1,131,100

Total Revenue	<u>4,458,200</u>
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2020

Contractual Services	1,566,997
Building Repair	585,616
Architectural Services	68,820
Furnishings and Office Equipment	73,032
HVAC	177,463
Sorter Parts and Labor	4,113
Security System Maint & Repair	33,549
Vehicles	119,310
AED Equipment	9,613
Interfund Transfer	1,767,934
	<u>4,406,447</u>

Budget Remaining	<u>51,753</u>
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JOHNSON COUNTY LIBRARY: Summary of Expenditures by Cost Category
August 2020
67% Year Lapsed

OPERATING FUND	2020	2020	% Program
Programs	Year to Date	Budget	Expended
Administrative Services	1,883,210	3,750,713	50%
Information Technology	1,926,953	3,192,515	60%
Collection Development	2,155,503	3,399,711	63%
Branch/Systemwide Services	10,805,777	19,168,068	56%
Risk Management Charges	94,052	143,587	66%
Grants *	129,568	257,901	50%
Transfer to Capital Projects	1,330,000	4,367,527	30%
Interfund Transfer	2,224,576	2,768,864	80%
TOTAL OPERATING FUND EXPENDITURES	20,549,639	37,048,886	55%

SPECIAL USE FUND	2020	2020	% Budget
	Year to Date	Budget	Expended
Contractual Services (General Maintenance)	134,023	250,305	54%
Commodities (Capital Equipment)	43,201	81,000	53%
Transfer to Debt Payment	4,859	334,718	1%
Transfer to Capital Projects	2,732,889	2,728,376	100%
TOTAL SPECIAL USE FUND EXPENDITURES	2,914,971	3,394,399	86%

TOTAL EXPENDITURES	23,464,610	40,443,285	58%
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JOHNSON COUNTY LIBRARY: Summary of Expenditures by Type
August 2020
67% Year Lapsed

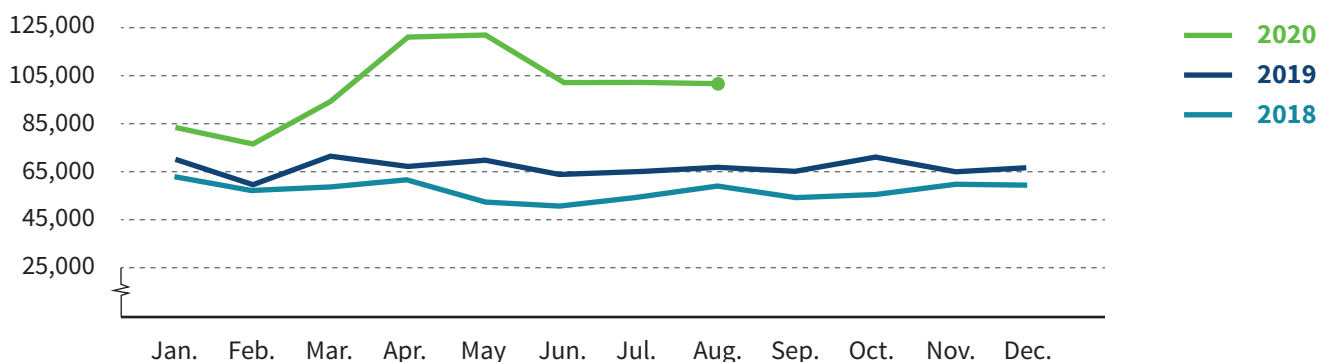
ALL FUNDS	2020	2020	% Categories
Categories	Year to Date	Budget	Expended
Salaries and Benefits	12,242,366	20,370,778	60%
Contractual Services	2,599,443	5,201,815	50%
Commodities	2,038,411	4,269,719	48%
Risk Management Charges	94,052	143,587	66%
Capital / Maintenance / Repair	1,356,906	4,367,527	31%
Transfer to Debt Payment	4,859	334,718	1%
Transfer to PBC Capital Leases	2,732,889	2,728,376	100%
Grants	129,568	257,901	50%
Interfund Transfer	2,266,116	2,768,864	82%
TOTAL EXPENDITURES	23,464,610	40,443,285	58%

GRANTS*	Expenditures through 8/31/2020	Source	Received	Expenditures	Grant Award	Budget Remaining
285000085	State Aid 2020	State	2/21/2020	\$48,277.00	\$129,518.04	\$81,241.04

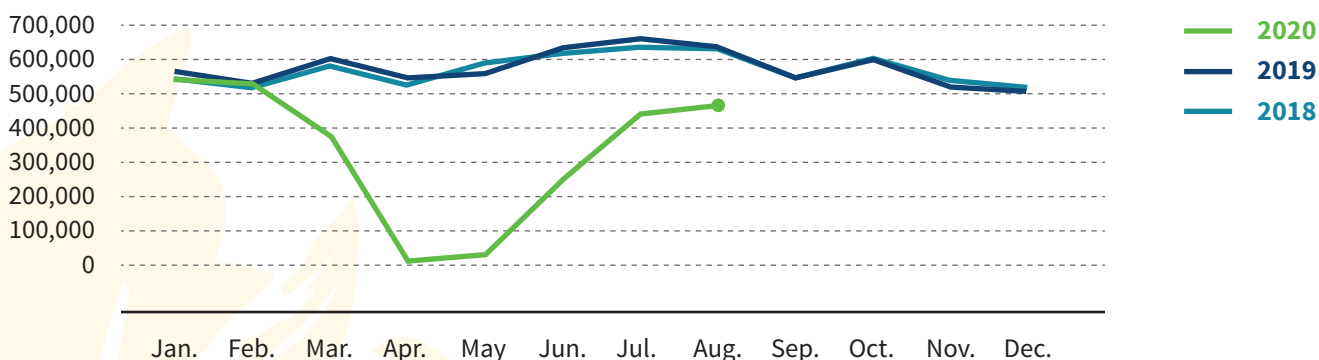
*Includes all expenditures and revenues over the life of the grant.

Core Operational Statistics

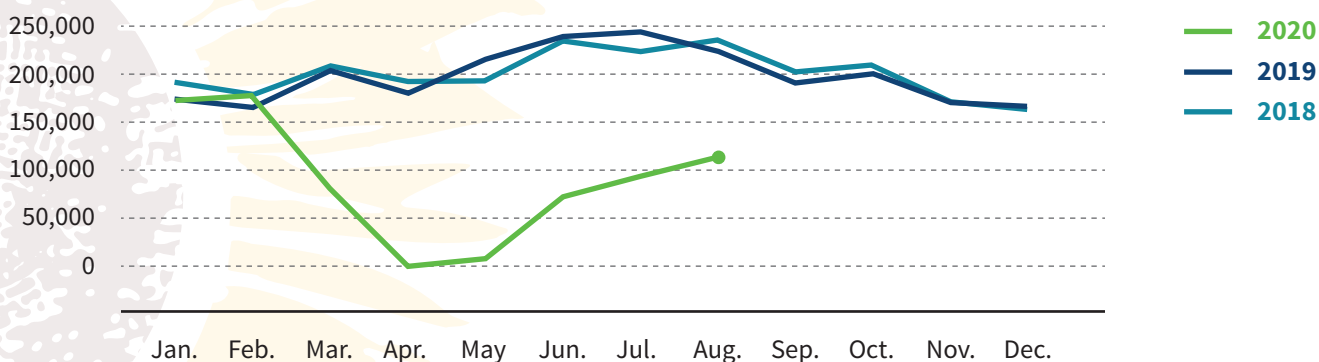
3 Year Digital Usage Trend



3 Year Physical Circulation Trend

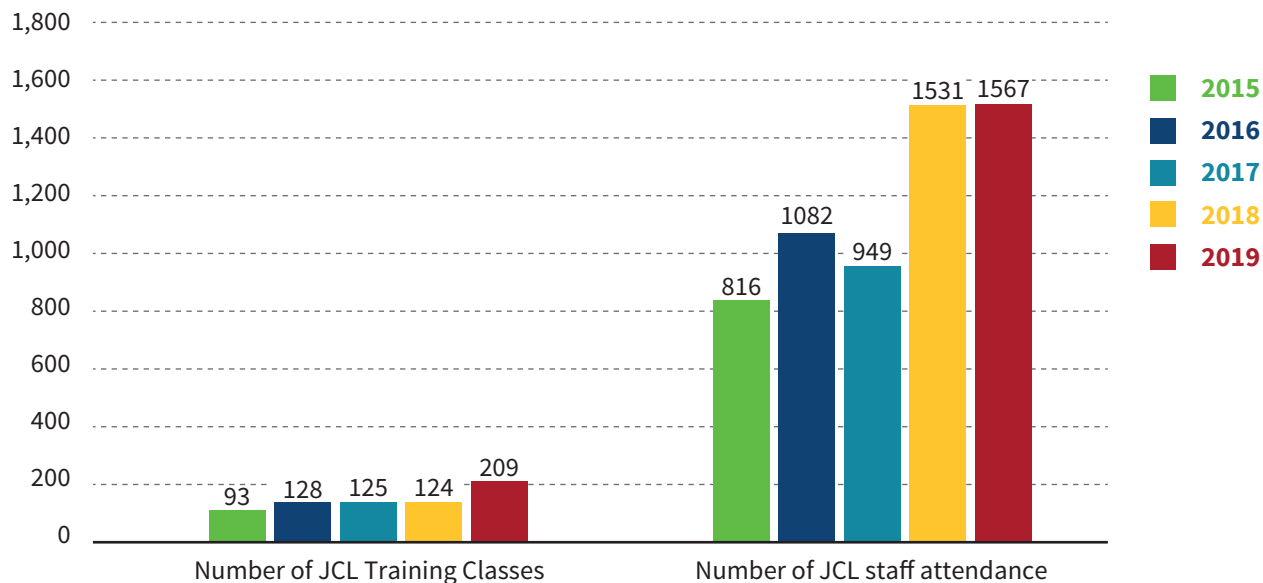


3 Year Visitation Trend

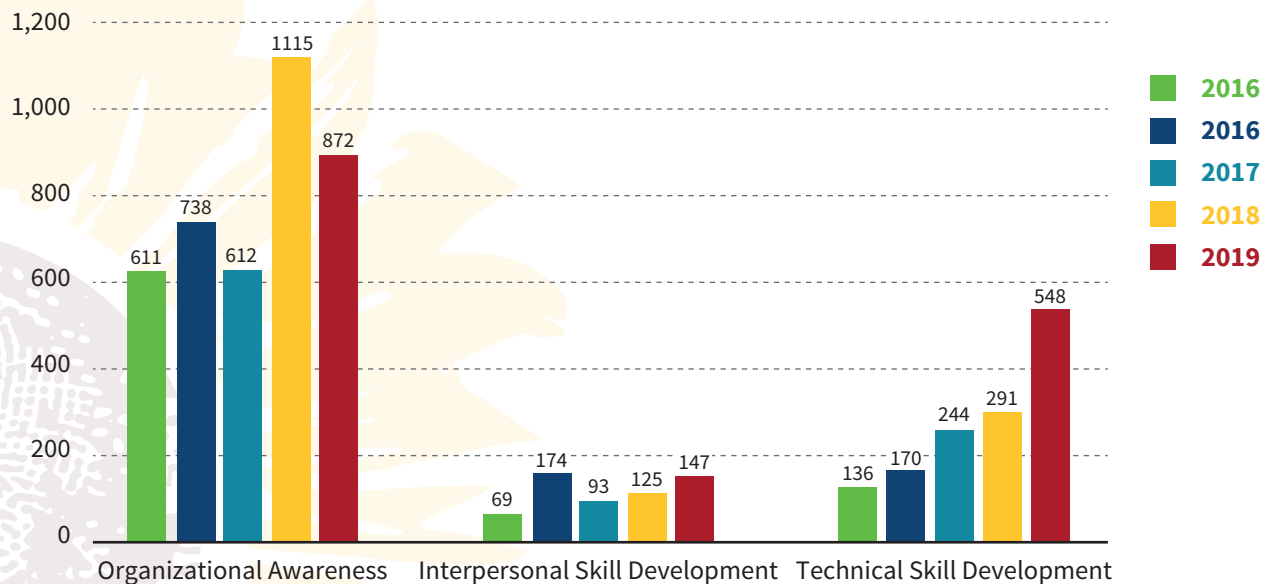


Trends in Learning and Development

Number of JCL Training Classes and Staff Attending

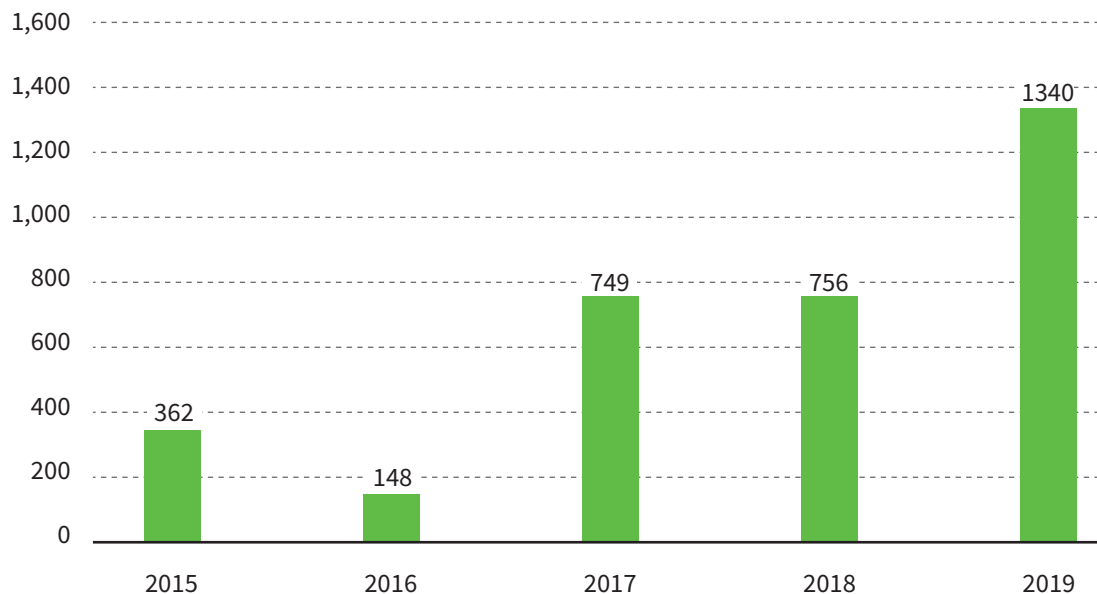


Staff Attendance in Training Classes by Outcome

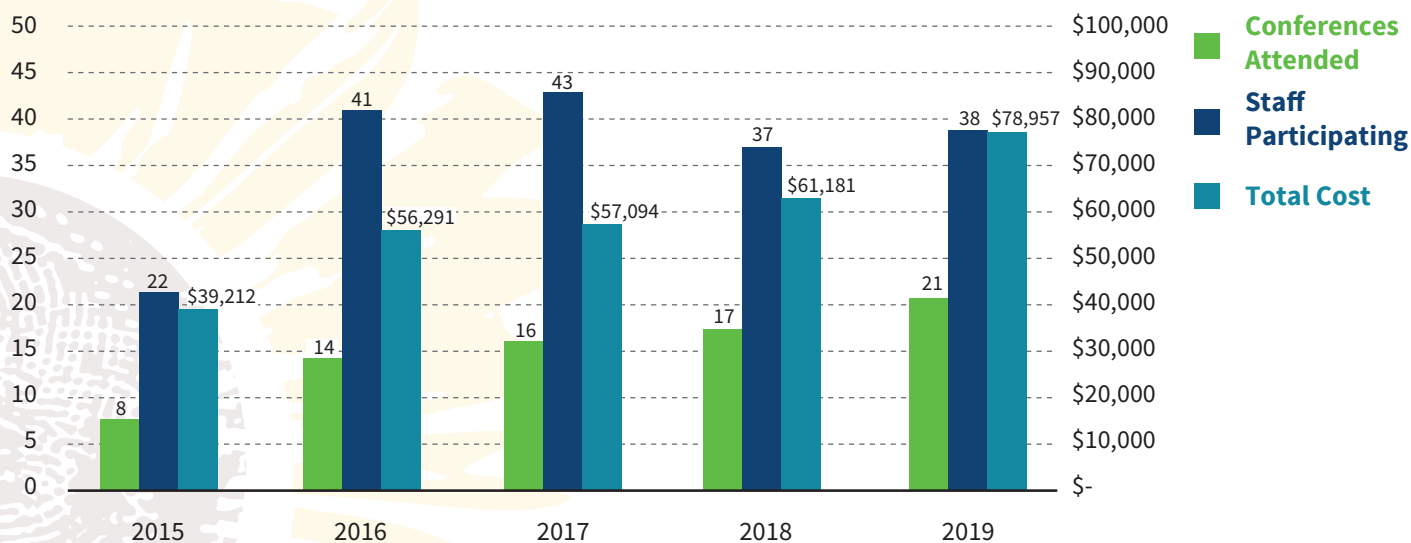


Trends in Learning and Development

County Trainings Attended by Library Staff

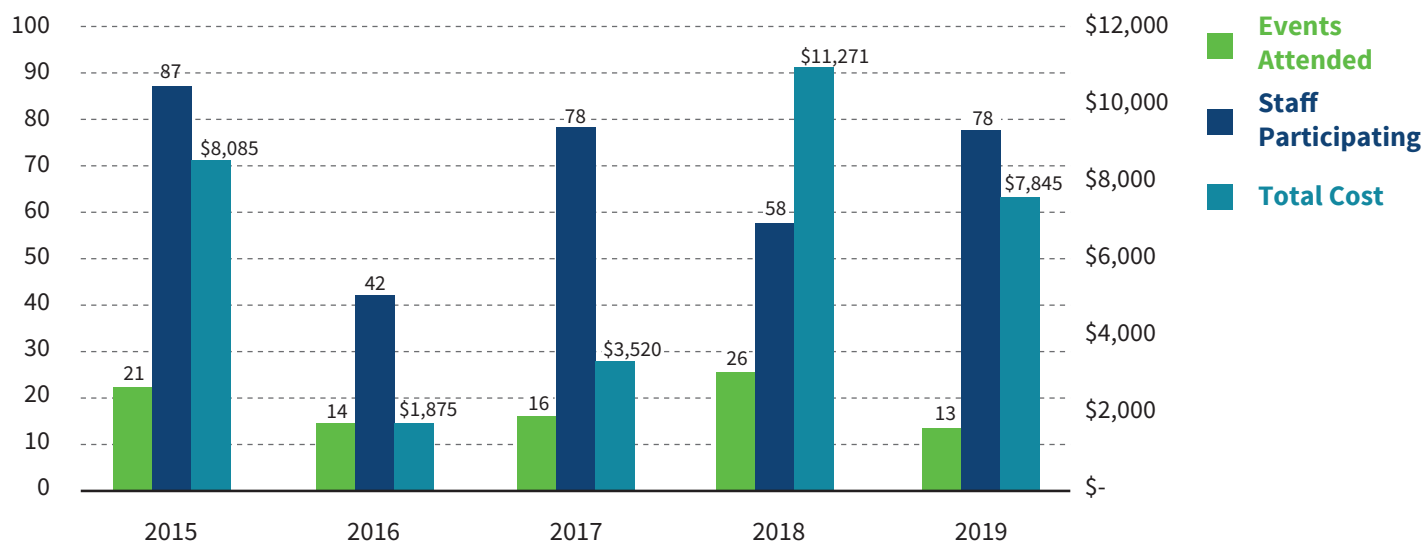


Conference Attendance and Cost

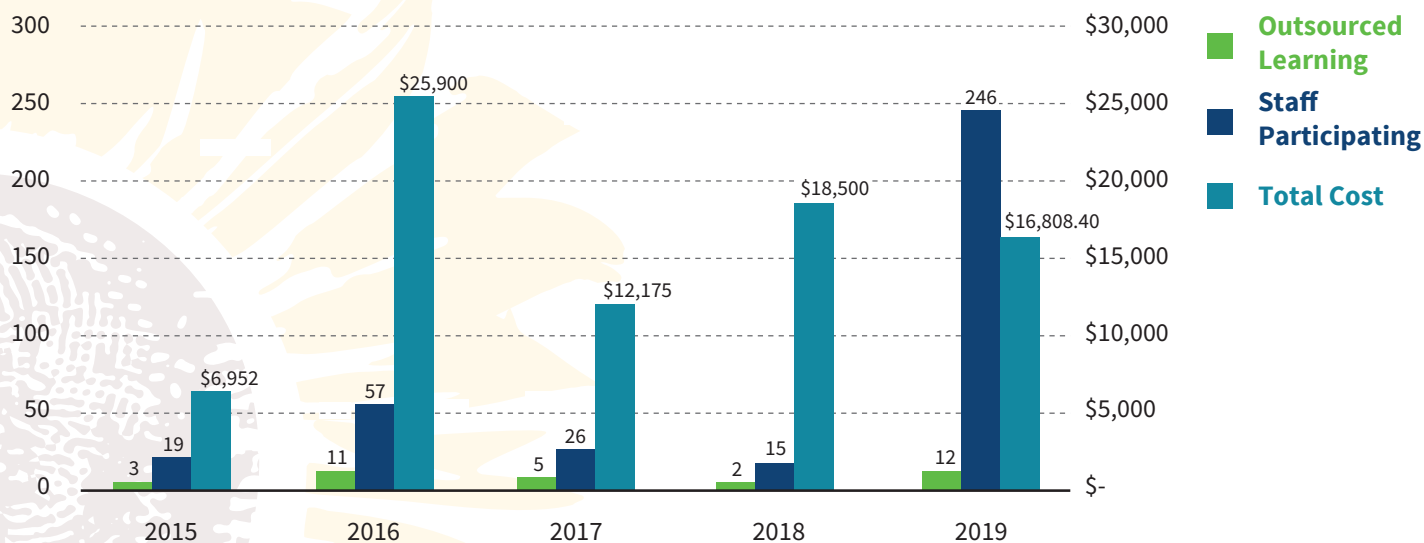


Trends in Learning and Development

External Events Attendance and Cost



Outsourced Development Attendance and Cost



Central Building Upgrade, Part 2 (CSSC)

Update – October 2020



Updates

- Design Update
- BOCC/PBC Update
- Next Steps
- Timeline

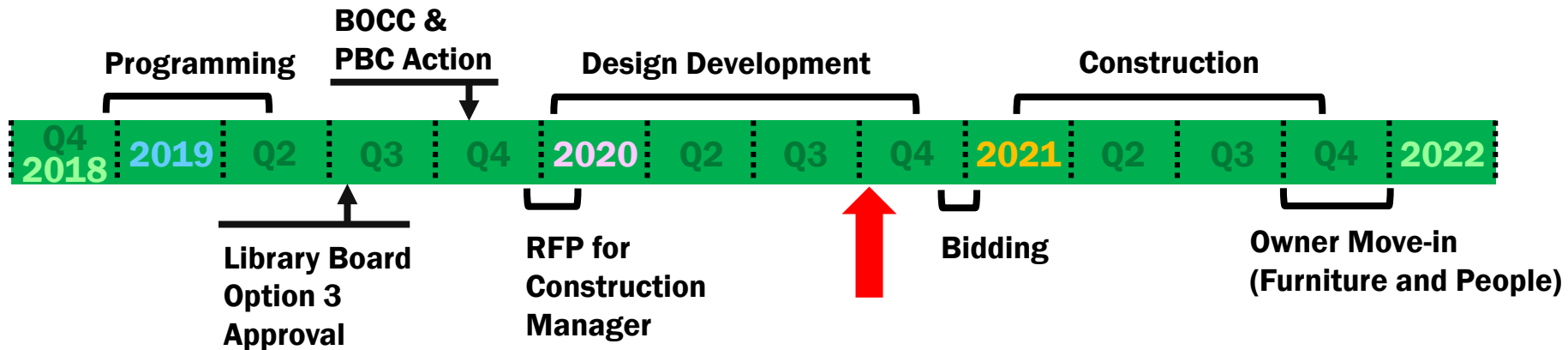


Next Steps

- Design continues
- Planning update



Central Building Upgrade, Part 2: Anticipated Timeline:

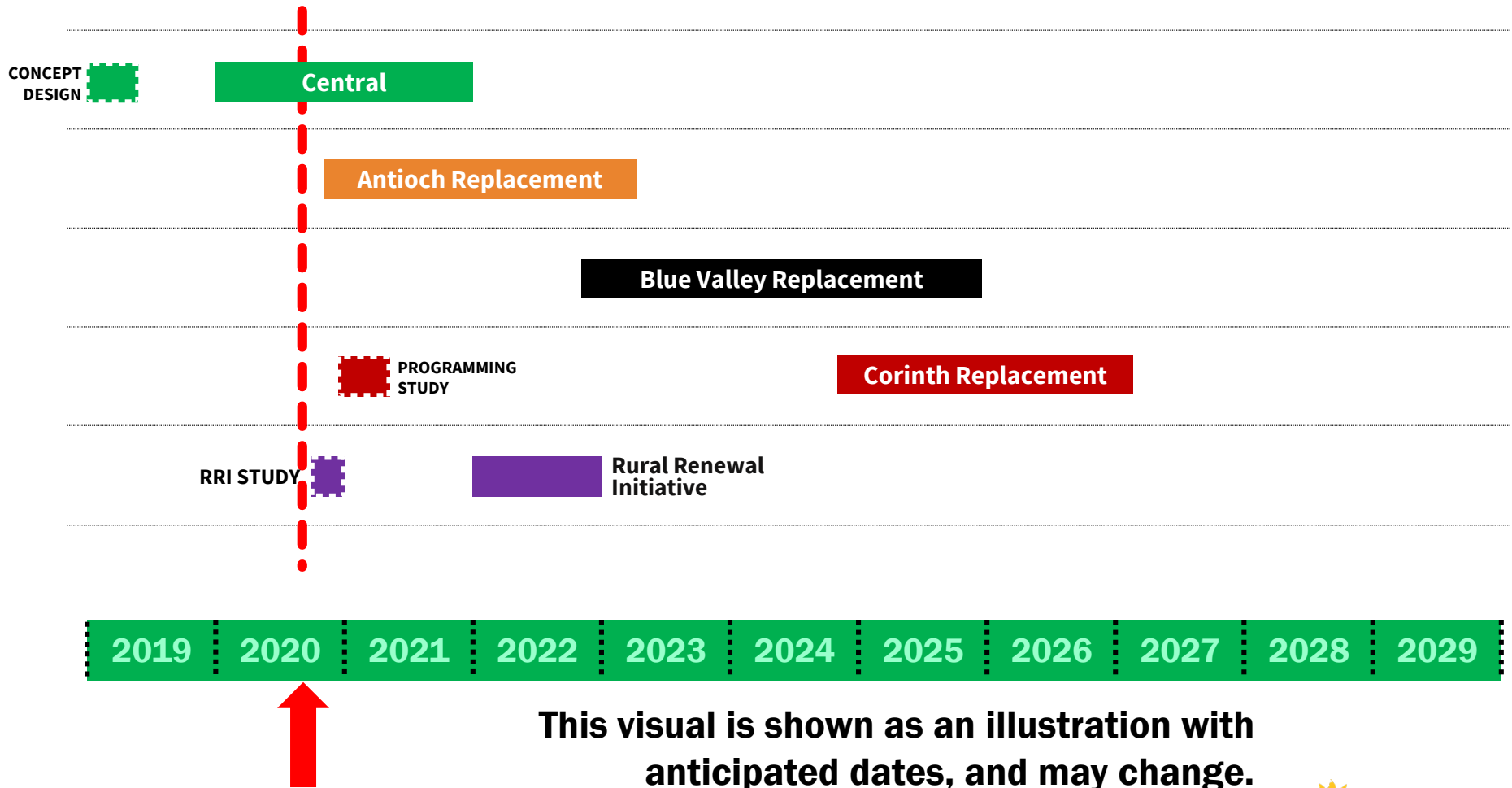


Capital Improvement Projects Timeline Summary

Update – October 2020



Capital Improvement Projects Anticipated Timeline



Reopening Update

October 2020



Reopening Highlights

- Curbside
- Staffing
- Other Libraries



Curbside Holds Pickup Statistics

- August 2020
 - Cedar Roe: 26
 - Gardner: 45
 - Leawood: 423
 - Total: 494 served
- September 2020
 - Cedar Roe: 105
 - Gardner: 84
 - Leawood: 339
 - Total: 528 served



Staffing

- Posted positions internally
- Clerks
 - 5 part-time, 35 applicants
 - 9 full-time, 44 applicants
- Information Specialists
 - 2 part-time
 - 3 full-time



Other Libraries

	Olathe	KCMO	KCK	MCPL *	Lawrence
Hours:	Mon-Fri 9-6, Sat 10-5, Sun 1-5 (9-10 am for at-risk populations) (Extended hrs from 5-6 pm, starting 9/8/20)	Mon-Sat 10-5, Tues-Wed 10-9 Above are for Central branch; hours vary by location.)	Mon-Thurs. 9-7; Fri 9-5 (Above are Main Library; hours vary by location)	Hours vary by branch 1 hr earlier than pre-COVID * new Withers branch opened in Liberty 9.23.20	Mon-Fri 10-6, Sat-Sun 12-6
Services offered	60 min computer use Browsing Self-check outs Indoor hold pickup Curbside pickup ILL	60 min computer use - by appointment only Holds pickup Remote printing ILL	Curbside pickup (car service or walkup) bookdrops during the ILL	60 min computer use Curbside holds pickup visits of 90 min	15 minute visits - 50 people total 60 min computer use
Notable Services not offered	MakerSpace Meeting/study rooms Donations Shared items	Browsing Meeting rooms Programming Shared items	No internal access , Browsing Weekend bookdrops Meeting rooms Shared items	Inside returns - all returns are throug the book drop. Donations browsing	longer visits programing shared items eating Sound-Vision room
Masks* as of 9/3/2020	Required	Required	Required	Required	Required
Quarantine: As of 9.24.2020	4 days	5 days	3 days	5 days	5 days



**MINUTES JOHNSON COUNTY LIBRARY BOARD
REGULAR MEETING**

September 10, 2020

Online via Zoom

4:00 p.m.

BOARD: Amy Rufo, Bethany Griffith, Brandy Butcher, David Sims, Donna Mertz, Fabian Shepard, Wayne Burke

BOARD ATTORNEY: Fred Logan, Andrew Logan

BOCC: Janee' Hanzlick

STAFF: Abby Giersch, Adam Wathen, Ben Sunds, Christopher Leitch, David Vratny, Georgia Sizemore, Jennifer Mahnken, Laura Hunt, Michaela Scruggs, Nancy Birmingham, Scott Sime, Sean Casserley, Stephanie Stollsteimer, Tina Pederson, Tricia Suellentrop, Vickie Trott

GUESTS: Karen Ristau, Nancy Hupp

Board Chair Amy Rufo called the meeting to order at 4:00 p.m.

CITIZENS COMMENTS:

Mr. Andrew Cross submitted a comment to the board:

Can library consider reducing staff and shuttering a location in the same manner that private businesses have to shutter their doors? Library has vastly reduced services and will not have public or school events onsite. Why is board conducting a retreat while whole sectors of the economy are closed? Are these criteria for library to assume service as normal, or is the library going all virtual which has almost no need for physical locations, materials and most staff?

County Librarian Sean Casserley said although the Board doesn't usually respond to citizen comments, he wanted to give some clarity around this topic. He said the library has reduced hours because we are operating about 75% of staffing capacity.

Mr. Casserley stated the library has reduced services as far as in-person programming and meeting rooms, but while in the COVID environment the Library has also enhanced services. The Library never had curbside service and that's something that has been added. The Library has also expanded different types of online services and programming. In addition, computing services and materials continue to be offered at all locations, which is what the public has told us they want.

To answer the question about the board retreat, Mr. Casserley explained that although the retreat is not required by policy, it is important so the Library and Board can review the Capital Library Master Plan and strategic plan.

To answer the question of what the criteria are for the library to resume service as normal, Mr. Casserley said it comes down to decisions from the state, local commissioners and the Department of Health.

As to whether the library is going all-virtual, Mr. Casserley said that we are providing a variety of services, both virtual and physical. "People still want to have access to the physical books," he said.

REMARKS FROM THE LIBRARY BOARD OF DIRECTORS

Ms. Rufo shared that last month the Library introduced a live closed captioning service in order to expand access to our Library Board meetings. She asked that any users of the closed captioning service complete a

survey linked in the Facebook Live chat. The survey will help the Library understand patron experience with the closed captioning service.

Dr. Burke shared that he received feedback that the Library hours posted to the website were not correct. He asked if staff could review the hours and update them.

Mr. Casserley thanked Dr. Burke for bringing this to our attention and assured him the hours will be reviewed and updated.

FRIENDS OF THE LIBRARY:

Karen Ristau presented a written report to the Library Board.

The Friends rely on couriers to move material around the branches and headquarters at Pine Ridge. The Friends annually receive more than 555,000 weeded and donated items, which pass through the hands of librarians, volunteers, staff and couriers before ending up online or at one of the Friends' bookstores. The current vendor is closing shop at the end of the year. The Library circulation team is assisting the Friends on reviewing processes and refining the search for a replacement within the current budget allowance.

In August the Friends shipped 1,541 items with an average per-item price of \$13.20. These sales are conducted through multiple listing sites including Amazon, Ebay, ABE, Biblio and Alibris Books. The new listing software lists fewer overall items, but the Friends are seeing about an 80% sale rate among items listed.

Significant sales included:

- Starman Omnibus 3 - \$248.47
- And I Was There: Pearl Harbor and Midway - \$132.77
- The Expedient Homemade Firearms - \$102.89

In-kind donations from the Friends of Johnson County Library in support of JCL programs and outreach services. This activity has slowed somewhat due to pandemic shutdowns, but the Friends are still actively supporting librarians and programs.

Through the first 6 months of the year the Friends provided almost 500 individual children and adult books, instructor review textbooks and more to Librarian-facilitated programs with Johnson County Department of Corrections, Therapeutic Community Client Library, Johnson County Department of Corrections, Adult Residential Center, Johnson County Library and Latino Services Outreach. They also provided 7 boxes of mass market paperbacks to the program department, Sheriff's Office and Johnson County Detention Center.

JOHNSON COUNTY LIBRARY FOUNDATION:

Foundation Executive Director, Stephanie Stollsteimer, presented a written report to the Library Board.

Grants Received

- \$4,000 from Village Presbyterian for adult incarcerated services
- \$10,000 Freedom's Frontier National Heritage Foundation for Race Project KC.

Summer Reading: Disbursement for Books

\$27,578.50 = 5,516 books (\$5 a book)

I want to share the community support for this program by listing the mix of Funders.

- 5 Walmart grants: \$500-\$2,500
- 2 Dollar General grants: \$500 and \$3,000
- Anne Walter's giving group grant: \$2,000+

- Flarsheim Foundation Grant: \$10,000
- Friends of the Library, Library Lets Loose sales: \$500
- Library Lets Loose fund-a-need: 42 donors

Library Lets Loose

This weekend, September 12, 7-9 p.m. the Foundation will host a festive, FREE, fundraiser! The virtual reception starts at 6:30 p.m.

- We are so grateful and thrilled to have 43 sponsors and \$63,500 dollars. Other income sources are mail-in donations from the invitation, online donations on Eventbrite, and there will be an easy way to donate online during the event.
- This is a video production working with Harvest Productions and the Library's own ON24 online platform.
- Last week we recorded opening remarks by honorary hosts Cindy Wallis-Lage and Kent Kage, Sean Casserly, Foundation Board president Vickie Trott and some Black & Veatch MakerSpace virtual project!
- For planning, we could not do this without the support of the Foundation's Board of Directors and the 10-person committee of volunteers! Every step of the way needs input and they have helped at every turn.
- Library staff support has been tremendous. They always come through and this time with original programming! We are hosting 5 virtual rooms and we'll wrap it up with a virtual dance party!
 - Black & Veatch MakerSpace: original artwork using a steam roller
 - Behind the Scenes: Your support in action
 - Kids Room: Youth services librarians
 - Let's get Trivial: back by popular demand
 - Celebrity Readers Series: Candice Millard, Steve Kraske, Will and Senia Shields, Nate Bukaty, Gary Lezak and Jeff Penner, Fire Chief Tony Lopez, Angela Cervantes, Ben Bliss (Met Opera)
 - If you've seen these wonderful readings on social media or on the Library or Foundation websites, you might have noticed the delightful closing voiceover by our very own Deputy County Librarian, Tricia Suellentrop. Thank you, Tricia!
- Learn more and register to attend at LibraryLetsLoose.org.

COUNTY COMMISSIONER REPORT

Commissioner Hanzlick reported on three items of importance to the Library discussed at the Board of County Commissioners meeting Thursday morning:

1. Combining the Capital Replacement Project and Comprehensive Library Master Plan projects to provide for more efficient use of time and money
2. Approving the property conveyance agreement between the Library and the City of Merriam
3. Authorizing the issuance of revenue bonds to construct, equip and furnish the Library in Merriam

Commissioner Hanzlick said she is looking forward to Library Lets Loose.

She is currently re-reading the book *My Side of the Mountain* by Jean Craighead George. Commissioner Hanzlick shared she fell in love with the book as a child and highly recommends it.

BOARD COUNSEL REPORT

Mr. Logan recommended that he give the report on the Kansas Open Records Act and defer the report on the explanation of the bond documents to later in the meeting. The Board agreed with the suggestion.

Open Records Request

Periodically the Library receives a request under the Kansas Open Records Act for records. Statute defines a public record as any recorded information regardless of form, characteristics or location which is made, maintained or kept by or is in the possession of any public agency or is kept by any officer or employee of a public agency. Mr. Logan said this is a very broad definition that includes both paper and digital records.

There are fifty-five exceptions to the Kansas Open Records Act. One exception specific to libraries pertains to library patron and circulation records which pertain to identifiable individuals. Patron confidentiality is a bedrock principle of Johnson County Library.

The exceptions also reference library, archive and museum materials contributed by private persons, to the extent of any limitations imposed as conditions of the contribution. Mr. Logan shared that it would be possible for an individual to give their records to a library or museum on the condition that they not be released for an amount of time.

COUNTY LIBRARIAN REPORT

Finance Report

Dave Vratny, finance director, presented a revenue report to the Board that showed the Library's revenue is a down from where it was last year, which is not unexpected.

Revenue from copying, printing, and fines and fees are all down from last year; however, expenses are also down so the Library has spent about 46% of what we would have expected. Some COVID-19-related expenses will be reimbursed to the Library.

Mr. Sims asked if the reserves are being invested. Mr. Vratny shared that most of the reserves are invested. They are short-term investments.

Ms. Griffith shared that the budget committee completes an in-depth review and analysis of the budget and reserves as part of their role. She encouraged any board members with an interest to request the reports and information.

2019 Trends in Programming and Outreach

Associate Director of Systemwide Services, Adam Wathen, reported to the Library Board. Mr. Wathen reviewed the core operational statistics of digital usage trends, physical circulation trends and visitation trends.

Mr. Wathen reviewed the reopening statistics. We have a similar number of holds as last year, the number of items the Library has received has increased from last year at this time. Visitations as compared to last year are reduced.

Mr. Wathen reviewed the trends in programming and outreach for 2019. In 2015, the Library made a strategic shift to focus on quality of programs over number of programs. In 2018, the Library reduced programming to focus on opening the Monticello branch. Program attendance has been increasing since the 2018 reduction. Mr. Wathen also reviewed statistics showing the average attendees of programs by age.

Fall Programming – Joseph Keehn, Program and Events Coordinator

Last year, the Library offered almost 2,800 in-person programs and events to patrons. The Library did not offer online programs. Since April, the Library has offered nearly 200 online programs to more than 10,000 attendees.

The fall programming season began this week with daily story-times and twice weekly book parties. Four youth and four adult book groups will be available this fall via Zoom. Participants will receive physical copies of each book. MakerSpace programs like Intro to Sewing and MakerSpace for beginners will also be available online.

COMPREHENSIVE LIBRARY MASTER PLAN

Central Staff Space Consolidation (CSSC)

Mr. Casserley presented to the Library Board.

The architects have been wrapping up the most recent phase of drawings. The team has been getting into details regarding any changes to the layout of the collection due to the new spaces, continuing to develop interior finish details, and looking at security camera placement. They are also working out how external couriers and vendors will be admitted from the loading area.

In the next month, design will continue, and we will be moving into the Construction Documents phase.

The team is also continuing to work on plans for relocating non-public service staff during construction.

Overall Timeline

Mr. Sime presented capital improvement projects timeline summary. We anticipate starting the rural renewal initiative (RRI) study later this year.

Ms. Griffith asked Mr. Sime to give an overview of the RRI for the Board.

Mr. Sime shared that the RRI study will look at the Spring Hill and De Soto Libraries. Spring Hill and De Soto were not included in the first five capital master plan priorities. The study will focus on what the Library can do to improve the buildings currently. Options could include increasing meeting space, providing additional building access, updating technology. The study will include public input from patrons and community members.

Mr. Casserley stated that the Library would like to understand what resources the community needs and how to expand hours and access without increasing staffing costs.

UPDATES

Reopening Team Report

Jennifer Mahnken, Associate Director for Branch Services, reported that 15 clerk positions and four youth and adult information services positions have been posted and interviews are in-progress.

She also reported that a new study from the REALM project (Reopening Archives, Libraries, and Museums) determined that when stacked, COVID-19 can remain on items for five days or more. Due to the way items are being quarantined in piles rather than stacks and the safety measures we are taking by not touching items for 84 hours and encouraging staff to wear gloves, wash their hands and wear masks, the Library is not recommending extending the quarantine period for returned items. A majority of other Libraries are also continuing to quarantine items for three or four days.

Lackman

Scott Sime and Christopher Leitch, community relations coordinator, presented two scenarios for what the Library Board could do with the Lackman building.

The Friends and Library have been partners in the success of the Library. The Friends founded the Library, and for 68 years they have supported the vision for what the two organizations can do together. They are major donors to the Library and are committed to supporting the Library into the future.

Mr. Leitch presented two scenarios for the use of the Lackman building.

Scenario 1: The Library would maintain ownership of the Lackman building and the Friends would have a bookstore on site.

Scenario 2: The Library would sell the building and the Friends would be re-located to another space.

Mr. Leitch reviewed the pros and cons of both scenarios.

Mr. Leitch stated the Library and Friends have a unique opportunity to share Lackman and to field test the Friends Bookstore concept during the coming year. The Lackman building has been unused since the move to Lenexa City Center. The Friends have conducted a successful season sale at Lackman during this time. The building will be used for staff relocation during the 2021 Central Building Upgrade renovation. This would provide time and space for the Friends to test-drive the consolidated bookstore proposal.

Mr. Sime shared the estimated implementation expenses for scenario 1. The Phase 1 cost is estimated to be \$557,500 and includes the move-in improvements to the building. This cost would be the minimum investment to get the Friends into the building.

Mr. Sime shared the remaining phases and the estimated revenue projection from the Friends.

Mr. Sime also shared details of scenario 2. Currently there are few available buildings for sale that meet the needs of the Friends of the Library. The costs for spaces range between \$1.7-\$2M. Any building purchases would likely need interior and exterior improvements, including maintenance over time.

There are a variety of spaces available for lease. Annual costs range from \$100,000 to \$350,000. The typical lease duration is 3 years at a time. Tenant Improvement costs would need to be looked at individually for each space.

This is an informational presentation at this time. Next steps include a study session with the Board of County Commissioners.

Ms. Griffith thanked Mr. Leitch for sharing how interrelated the Friends and the Library are and what the organization means to the Library. The added financial support of the Friends and Foundation has allowed the Library to flourish. She stated it's important for the Library Board to look to the future and decide how to continue the partnership that started the Library system. She thanked everyone for the in-depth analysis.

Mr. Sims asked if the cost of the upgrades would be paid by the Library or Friends.

Mr. Casserley answered that the upgrades would be paid by the Library. The Foundation has pledged \$100,000 to the project if it is approved by the Library Board and moves forward. The funds would come from reserves and the Library would seek approval from the Board of County Commissioners.

Ms. Ruo appreciated the idea of a pilot study to see if the idea is feasible.

Date of Board Retreat

The Board Retreat is scheduled for 3 to 7 p.m., October 22. The retreat is a working meeting, typically held in a Library meeting Room. The Board and Administration will review the Administrative Regulatory Manual, the

strategic plan, and the Capital Improvement Projects schedule. They also discuss general topics like Library operations.

CONSENT AGENDA

Minutes of the August 13, 2020 Library Board Meeting

Motion: Dr. Burke moved to approve the consent agenda.

Second: Mr. Shepard

Motion approved unanimously

NEW BUSINESS

Items for Board Action

Mr. Logan presented documents related to capital finance. The purpose of the documents is to facilitate \$6.275M in capital improvements at the Central Library. This is being achieved through a series of financing documents.

The first document is a resolution authorizing the improvements, following are two documents that relate to the base lease between the Library Board and the Public Building Commission (PBC) of Johnson County. Mr. Logan presented the Third Supplemental Trust Indenture between the PBC and Security Bank of Kansas. Mr. Logan informed the Board that the Library Board is not a party to the agreement but is asked by bond counsel to approve it. The final document is the Tax Compliance Agreement among the PBC, the Board of County Commissioner and the Library Board. Mr. Logan shared that the Commission has had some preliminary discussion about this, and they will be approving a set of documents related to this financing next week.

Thereupon, there was presented a Resolution entitled:

A RESOLUTION AUTHORIZING THE DESIGNING, CONSTRUCTING, EQUIPPING AND FURNISHING OF IMPROVEMENTS TO THE CENTRAL RESOURCE LIBRARY; APPROVING THE ISSUANCE BY THE PUBLIC BUILDING COMMISSION OF JOHNSON COUNTY, KANSAS OF ITS LEASE PURCHASE REVENUE BONDS (CENTRAL RESOURCE LIBRARY PROJECT), SERIES 2020C TO PAY THE COSTS OF SUCH IMPROVEMENTS; AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS AND THE TAKING OF CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH.

The Resolution was considered and discussed; and on motion of **Fabian Shepard**, seconded by **Bethany Griffith** the Resolution was adopted by the following vote:

Aye: 7.

Nay: 0.

Thereupon, a majority of the members of the Library Board having voted in favor of the adoption of the Resolution, it was given No. 2020-____ and was signed by the Chair and attested by the Secretary.

Motion: Fabian Shepard moved the Library Board approve the First Amendment to First Amended and Restated Base Lease between the Board of Directors of the Johnson County Library and the Public Building Commission of Johnson County, Kansas
and

First Amendment to First Amended and Restated Sublease between Johnson County, Kansas and Board of Directors of the Johnson County Library

Second: Bethany Griffith

Motion approved unanimously

Motion: Wayne Burke moved the Library Board approve the Third Supplemental Trust Indenture between the Public Building Commission of Johnson County, Kansas and Security Bank of Kansas as Trustee

Second: Brandy Butcher

Motion approved unanimously

Motion: Wayne Burke moved the Library Board approve the Tax Compliance Agreement among Public Building Commission of Johnson County, Kansas; Johnson County, Kansas; and the Board of Directors of the Johnson County, Library

Second: Brandy Butcher

Motion approved unanimously

ADJOURNMENT

Mr. Shepard shared a personal anecdote and encouraged everyone to monitor their blood pressure, particularly if there is a family history of hypertension.

Motion: Fabian Shepard moved to adjourn

Second: Brandy Butcher

Motion approved unanimously

Meeting adjourned at 6:04 p.m.

SECRETARY _____
Bethany Griffith

CHAIR _____
Amy Ruo

SIGNED _____
Sean Casserley

**JOHNSON COUNTY LIBRARY
GIFT FUND
TREASURER'S REPORT**
Period: AUG-2020

			Receipts	Payments	Balance
	Opening cash balance				\$166,681.15
		Add Receipts	\$180.76		
		Less Payments		\$595.70	
	Ending Cash balance				\$166,266.21
		Less Liabilities		\$562.21	
	Unobligated cash balance				\$165,704.00

APPROVED: _____

DATE: _____

Briefing Sheet

To: Library Board of Directors
From: Sean Casserley, County Librarian
Date: October 8, 2020
Re: **Action Item:** Parking Lease Agreement Between Johnson County Library and Lenexa Baptist Church

Issue: Consider authorizing a Parking Lease Agreement between the Board of Directors of the Johnson County Library and the Lenexa Baptist Church.

Suggested Motion: I move the Library Board of Directors approve the parking lease agreement between Johnson County Library and the Lenexa Baptist Church.

Background: At the March 12, 2020, meeting of the Library Board of Directors, a representative of the Lenexa Baptist Church addressed the Library Board. The Lenexa Baptist Church had been using the Lackman Library parking lot on Sunday mornings and Wednesday evenings. Recently barriers were put up preventing unauthorized use of the Antioch and Lackman Library parking lots. The Lenexa Baptist Church would like to continue to use the parking lot and requested the Library Board consider entering into a shared parking agreement. The Church does have a liability policy.

At the request of the County Librarian and Board of Directors, legal counsel has drafted a parking lease agreement between the Board of Directors of the Johnson County Library and the Lenexa Baptist Church.

Analysis: The parking lease agreement would allow the Lenexa Baptist Church to use the Lackman Library parking lot for overflow parking during permitted parking periods of 7:00 a.m. to 2:00 p.m. on Sundays and 4:00 p.m. to 8:00 p.m. on Wednesdays. Vehicles would not be permitted to be stored or parked outside of the agreed upon hours. The Lenexa Baptist Church will be responsible for all setup and cleanup of the parking lot when in use by the Church.

The lease will expire after one year and may be renewed at that time. The lease amount will be \$1.00.

Alternatives: No alternatives to recommend at this time.

Recommendation: Staff recommends the Board approve the Parking Lease Agreement between the Board of Directors of the Johnson County Library and the Lenexa Baptist Church.

Legal Review: Reviewed and approved by legal counsel.

PARKING LEASE AGREEMENT

THIS PARKING LEASE AGREEMENT ("Lease") is made and entered into by and between THE BOARD OF DIRECTORS OF THE JOHNSON COUNTY LIBRARY, Johnson County, Kansas ("**Lessor**"), and LENEXA BAPTIST CHURCH, INC., a Kansas Not For Profit Corporation ("**Lessee**"), as of this ____ day of _____, 2020.

RECITALS

- A. Lessor owns the improvements and underlying real estate having an address of 15345 W 87th Street Parkway, Lenexa, Kansas 66219 ("**Premises**"), which was the location of the former Lackman Library branch facility ("**Branch Building**");
- B. The Premises contain a paved surface for parking automobile passenger vehicles comprised of approximately sixty-five (65) parking spaces ("**Leased Spaces**");
- C. Lessee operates a church and affiliated facilities on the opposite side of 87th Street Parkway from the Premises with an address of 15320 W 87th Street Parkway, Lenexa, Kansas 66219 ("**Church**");
- D. Pursuant to Lessor's Administrative Regulations Manual Section 60-10-70, "Parking," the Lessor's County Librarian is authorized to establish "shared parking agreements with other organizations or agencies where appropriate" on Lessor's properties, including the Premises; and
- E. Lessee wishes to lease the Leased Spaces for purposes of Church overflow parking, together with related rights of ingress and egress, on the terms and conditions more particularly set forth in this Agreement.

AGREEMENT

IN CONSIDERATION of the mutual covenants hereinafter stated and other good and valuable consideration, the existence and receipt of which is hereby mutually acknowledged, the parties agree as follows:

1. Lease. Lessor hereby leases to Lessee use of the Premises' Leased Spaces during Permitted Parking Periods, as defined in section 4 below, together with any equipment, improvements, and appurtenances thereon related to the Leased Spaces, including, but not limited to, rights of ingress and egress onto the Premises by motor vehicles and pedestrians from existing streets for the purpose of pedestrian and vehicular ingress and egress, together with the parking of passenger vehicles, on, over and across the Property by Lessee and its Visitors and the vehicles of same. For purposes of this Lease, "**Visitors**" shall mean patrons, visitors, and other agents, contractors, licensees, and invitees of the Church operated by Lessee. Lessee shall have rights under this Lease solely for the purpose of utilizing the Leased Spaces for overflow parking from Church events to supplement Lessee's parking lots at the Church property during the Permitted

Parking Periods. Lessee may not use the Leased Spaces to park or store vehicles owned by Lessee for extended periods of time or at any time not occurring during the Permitted Parking Periods.

2. **Term.** The term of this Lease shall commence on Friday, May 15, 2020 (“**Commencement Date**”) and shall expire on the date that is one (1) year thereafter, unless earlier terminated as provided herein (“**Lease Term**”). The parties may renew this Lease any time within the sixty days prior to the expiration of the Lease Term.
3. **Rent and Lessee Payments.** In consideration for this Lease, Lessee shall pay to Lessor rent in the amount of One Dollar (\$1.00) not later than the Commencement Date.

Lessee also shall pay all costs and expenses and reimburse Lessor for any damage, other than normal usage, caused directly or indirectly by the Lessee or Visitors to the Premises, and to any adjacent property, including but not limited to the Leased Spaces, road, signs, lighting, grass, sidewalks, guardrails, buildings, fences, utility services, and other structures.

4. **Permitted Parking Periods.** Lessee shall use the premises only during “**Permitted Parking Periods.**” The Leased Spaces may be occupied by Lessee and Lessee’s Visitors solely during the Permitted Parking Periods. Permitted Parking Periods means (1) from 7:00 a.m. Central Time to 2:00 p.m. Central Time on Sunday of each week during the Term and (2) from 4:00 p.m. Central Time to 8:00 p.m. Central Time on Wednesday of each week during the Term. Additional periods for use of the Leased Spaces, not during the Permitted Parking Periods, must be agreed to in advance in writing by Lessor. All parking activities of Lessee, including setup and cleanup, are to be completed by the Lessee during the Permitted Parking Periods, unless otherwise agreed to by Lessor in writing.
5. **Access to Premises.** At the vehicle entrance to the Leased Spaces and Premises are barriers installed by Lessor that stop unauthorized vehicle access to the Leased Spaces. The barriers may be unlocked and moved to obtain vehicle access to the Leased Spaces, including for Lessee’s authorized use of the Leased Spaces under this Lease. Lessor shall provide Lessee a key to unlock the barriers at the start of each Permitted Parking Period. Lessee shall only permit authorized employees to have access to such key and maintain it in a secure place at the Church. Lessee shall return the key upon termination of this Lease. At the end of each Permitted Parking Period, Lessee shall return the barriers to their locked and secure position to deter unauthorized vehicle access of the Leased Spaces and Premises.
6. **Lackman Branch Building.** Lessor owns the Branch Building on the Premises previously used as the Lackman Library branch facility. Under no circumstances does this Lease grant any right to the use of or access to the Branch Building by Lessee, Visitors, or any third party. Under no circumstances do the Leased Spaces include the Branch Building nor does this Lease grant right of access to the Branch Building. Lessee will not permit or encourage any of its Visitors or agents to attempt to gain access to the Branch Building.
7. **Additional Costs.** Lessee shall be solely responsible at Lessee's sole cost and expense for applying for and obtaining all city, county, state and other permits as necessary to utilize the

Leased Spaces and Premises as provided in this Lease, including but not limited to commercial driver's licenses for transport shuttles to the Church, municipal fees and costs to transport Visitors from the Premises to the Church, or costs for security or police traffic control.

8. Cleanliness and Restoration of Premises. Lessee shall leave the Premises in a condition of cleanliness equal to or better than before the Permitted Parking Period and shall properly dispose of all trash upon conclusion of the Permitted Parking Periods. Lessee may not permit any offensive use of the Premises by the Visitors or any third party during the Permitted Parking Period. Lessee shall keep the Leased Spaces in good order and in a clean and sanitary condition.
9. Traffic Control and Security. Lessee shall provide traffic control the Lessee reasonably deems necessary at its sole cost and expense during the Permitted Parking Periods and for a reasonable time before and after the Permitted Parking Periods, as necessary. Lessor will not provide any security or traffic control to or from the Premises during the Permitted Parking Periods. Lessee shall be solely responsible to Visitors for any loss or theft occurring during the Permitted Parking Periods.
10. As-Is Disclaimer. LESSOR FURNISHES THE PREMISES AND LEASED SPACES AND OTHER ACCESS TO THE EXTENT SET FORTH IN THIS LEASE ON AN "AS-IS" BASIS AND LESSOR DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY FOR GENERAL OR PARTICULAR USE. Lessee has examined the Leased Spaces and determined the Leased Spaces are suitable and acceptable for Lessee's activities under this Lease. Lessee acknowledges and agrees the Premises and Leased Spaces are provided by Lessor in "AS-IS" condition and that Lessor makes no representation whatsoever as to their fitness for Lessee's intended use. Lessee acknowledges and assumes all responsibility for and risk relative to the use of the Premises.
11. Legal Compliance. Lessee's occupancy and use of the Premises covered by this Lease are subject to, and the Lessee will comply with, all applicable laws and governmental rules and regulations, including Lessor's Administrative Regulations Manual. All Lessor or public warning signs, posted speed limits, other traffic signs and signals, and other warning signs and postings must be obeyed at all times. Enforcement of all such warning signs, postings and regulations is the responsibility of the Lessee. Parking of vehicles is only allowed on the marked, paved parking areas on the Leased Spaces. Lessee shall be responsible for enforcing parking restrictions and ensuring compliance with all law and rules by Lessee and Visitors.
12. Insurance. Lessee shall obtain and continuously maintain general liability insurance covering Lessee and Lessor from liability, which may arise from any activity undertaken pursuant to this Lease or actions pursuant to this Lease. Said policy shall be issued by a company duly authorized to do business in the State of Kansas and provide for general liability insurance coverage of not less than \$1 million per occurrence with an aggregate limit of not less than \$3 million and automobile liability coverage of not less than \$1 million per accident or occurrence. Any commercial vehicle, including shuttles or buses, utilized by the Lessee and operated on or from

the Leased Spaces shall also be covered by liability insurance in a form and amount acceptable to Lessor. The form of any applicable insurance policy shall be acceptable to Lessor. Before the Commencement Date, Lessee shall provide Lessor with a certificate evidencing the issuance of such policy naming The Board of Directors of The Johnson County Library as a certificate holder and additional insured. Lessee shall continuously supply Lessor with a current copy of the acceptable policy and proof of insurance as outlined above. Failure to provide such insurance coverage shall be grounds for the immediate termination of this Lease by the Lessor.

13. Indemnification. Lessee shall indemnify and hold Lessor harmless from any liability, loss, cost, damage, fines or expense, including attorney's fees, which Lessee, Visitors, and Lessee's agents, contractors, employees, shareholders, officers and subsidiaries may suffer or incur as a result of any claims which may be made by any person, including but not limited to Lessee, its agents, employees, and Visitors, that arise out of or result from any activities, acts or omissions relating in any way to this Lease or from Lessee's or Visitors' use or occupation of, or presence on the Premises, including but not limited to activities occurring during the Permitted Parking Periods. This obligation does not apply to the extent any claim is caused by the negligence or willful acts of Lessor.
14. Termination. Lessee and Lessor shall have the right to terminate the Lease in its entirety with or without cause upon not less than thirty (30) days prior written notice to the other at no penalty to Lessee or Lessor.
15. Default. Lessee understands and agrees that failure to comply with all provisions of this Lease will constitute an event of default of this Lease. The default will exist at the time the Lessee fails to comply with the provisions of this Lease, whether Lessor has notice of the default or not. The Lessee understands and agrees that Lessor, in addition to any legal remedies available, may at Lessor's discretion elect to impose any single remedy or penalty, or combination of remedies and penalties, or all remedies and penalties, as stated elsewhere in this Lease, including but not limited to Lease termination.
16. Notices. All notices and other communications under this Lease shall be in writing and shall be deemed to have been duly given or made (a) upon delivery if hand delivered; (b) one business day after transmittal by facsimile provided that facsimile transmission is verified or confirmed; (c) one business day after presented to a recognized overnight courier service (such as Federal Express), fee prepaid, for next business day delivery; or (d) three (3) days after deposit with the United States Postal Service as registered or certified mail, postage prepaid, and in each case addressed as follows:

To Lessor:	Johnson County Library 9875 W. 87th Street Overland Park, Kansas 66212 Attn: Sean Casserley, County Librarian Fax No.: 913-826-4730 Email: CasserleyS@jocolibrary.org
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with a copy to: Fred J. Logan, Jr.
Logan Logan & Watson, L.C.
8340 Mission Road, Suite 106
Prairie Village, Kansas 66206
Fax No.: 913-381-6546
Email: flogan@loganlaw.com

To Lessee: Lenexa Baptist Church
15320 W 87th Street Parkway
Lenexa, Kansas 66219
Attn: Jim Fruth, Executive Pastor
Fax No.:
Email: jfruth@lenexabaptist.com

with a copy to:

17. Miscellaneous.


- a) Lessee agrees that it does not and will not claim at any time any interest or estate of any kind or extent whatsoever in the Premises by virtue of this Lease or occupancy and use thereunder.
- b) This Lease shall be deemed to be personal to Lessee and shall not be deemed to be appurtenant to Lessee's Church property. Lessee may not assign or sublease any of the Leased Spaces.
- c) The Lessee agrees that it will not exclude any person from participation in, deny anyone the benefits of, or otherwise subject anyone to discrimination on the grounds of race, color, religion, gender, sexual orientation, gender identity, national origin, age, disability, veteran status, or for any other unlawful violation.
- d) Each party represents that the individual executing this Lease on its behalf has the authority to bind the entity and agree to the terms and conditions contained herein.
- e) Lessee shall be an independent contractor and all persons employed by Lessee in the exercise of the rights granted under this Lease will be Lessee's employees, servants and agents only.
- f) This Lease may not be amended or modified except by a written instrument signed by Lessee and Lessor.
- g) This Lease contains the entire agreement between Lessor and Lessee with respect to the subject matter hereof and supersedes all prior agreements, understandings, offers and negotiations, whether oral or written.

JCL/Lenexa Baptist Church
Parking Lease Agreement
September 22, 2020 – 

- h) This agreement shall be governed by and construed in accordance with the laws of the State of Kansas. The parties agree any dispute or claim arising from this Lease shall be subject to the exclusive jurisdiction of the District Court of Johnson County, Kansas.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed as of the date above written.

[Remainder of page intentionally left blank; signature page follows.]

JCL/Lenexa Baptist Church
Parking Lease Agreement
September 22, 2020 – 

“LESSOR”

**Board of Directors of the
Johnson County Library**


By: _____
Name: Amy Amos Ruo
Title: Chair

Approved as to Form:

Name: Fred J. Logan, Jr.
Title: Board Counsel

“LESSEE”

Lenexa Baptist Church, Inc.

By:  _____
Name: Jim Fruth
Title: Executive Pastor