



**Board Report
July 14, 2022**

AGENDA

JOHNSON COUNTY LIBRARY BOARD OF DIRECTORS
REGULAR MEETING, JULY 14, 2022
Central Resource Library
Carmack Community Room
9875 W 87th St Overland Park, KS 66212
4:00 p.m.

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

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

- I. Call to Order
- II. Citizen Comments will be accepted in writing and made part of the record of the meeting.
- III. Remarks
 - A. Members of the Johnson County Library Board of Directors
 - B. Board Chair, David Sims
 - C. Friends of the Library; written report presented by Shanta Dickerson.....4
 - D. Johnson County Library Foundation: written report presented by Stephanie Stollsteimer.....5
 - E. Liaison, Board of County Commissioners, Janeé Hanzlick
- IV. Reports
 - A. Board Counsel – Andrew Logan and Fred Logan
 - a) Public Building Commission, Bond Sales and Lease Agreements
 - b) Petitioning Zones
 - B. County Librarian Report – Tricia Suellentrop, County Librarian
 - 1. Finances and Statistics
 - a) Financial Report, Dave Vratny, Finance Director.....7
 - b) Core statistics, Adam Wathen, Associate Director for Systemwide Services..... 14
 - i. Branch Statistics, Anna Madrigal, Branch Manger.....17
 - 2. Comprehensive Library Master Plan, Scott Sime, Project Coordinator
 - a) Antioch Replacement.....25
 - b) DeSoto, Spring Hill and Edgerton Renewal Study.....29
 - c) Capital Projects: Timeline Summary.....35
 - 3. Updates – Tricia Suellentrop, County Librarian
 - a) Strategic Plan Update, Jen Mahnken, Interim Deputy County Librarian.....38
 - b) Prairie Village, Corinth Library Meeting Update, Tricia Suellentrop, County Librarian
 - c) elementia, Kate McNair, Teen Coordinating Librarian.....45
 - d) Board Retreat scheduling
- V. Consent Agenda
 - A. Action Items:
 - 1. Minutes of the June 9, 2022 Regular Library Board meeting.....56
 - B. Information Items

1. Financial and Personnel

- a) The County Librarian and the Finance Director certify those payment vouchers and personnel authorizations for May 2022 were handled in accordance with library and County policy.
- b) The May 2022 Revenue and Expenditure reports produced from the County's financial system reflect the Library's revenues and expenditures

C. Gift Fund Report

- 1. Treasurer's Report.....65

VI.Old Business

- A.Action Item: Antioch Library Replacement: Formation of a Naming Committee.....66

VII.New Business

- A. Action item: Approval of Merriam Property Addendum 2.....67
- B. Action item: Approval of Merriam Property and Maintenance Agreement.
- C. Action item: Approval of revisions to Administrative Regulation Manual 20-80-24.....98
- D. Action item: Approval of revisions to Administrative Regulation Manual 20-80-25.

VIII.Adjournment



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

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

- Staff Retreat

Staff met for an afternoon retreat on Friday, June 17 to spend a rare moment of uninterrupted time together, enjoy lunch and conversation, and level set. We all needed it, this time to step back from the daily grind and get back to our collective sense of “why.” We discussed purpose, priorities, and projects, had fun, and are looking forward to our next team-building opportunity.

- Board Service Recruitment

This year’s Nominations Committee consists of board members Vicki Denk, Shanna Eiklenborg, and Karen O’Mara, with operations director Shanta Dickerson serving as staff support. We are in search of two new members to join our team as of January 1, 2023. Each will complete partial/unexpired terms, then be eligible for an additional two terms consisting of three years each. Recruitment priorities this year include identifying members who, of course, are passionate about the work of supporting Johnson County Library, will serve as active advocates and ambassadors for our organization, and be fearless fundraisers to support substantial growth of our network of dues-paying members. If you think you know someone who would be a perfect fit for this role, direct them to our recruitment page at <https://www.friendsofjcl.org/page/friends-board> for additional information.

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

To: Library Board of Directors
From: Stephanie Stollsteimer
Date: July 14, 2022
Re: Johnson County Library Foundation update

Good afternoon.

June Grant Reporting

- Many of you know how grants connect foundations and corporations' missions and resources with the mission and work of the Library.
- Successful grants have a cycle:
 - Apply by sharing plans and goals
 - Receive the grant and execute on the plans and goals
 - Report on the results of the plans and goals
- Sounds simple, however, the degree of complexity depends on the grant.
- Last year we have had two relatively complex grants where we had applied, received, and executed on the plans and goals.
- One from the Ewing Marion Kauffman Foundation for Race Project KC and online programming, and the other from Black & Veatch for the MakerSpace.
- In June we needed to report on these grants the staff working on these projects would make you proud.
- Special thanks go to all of the staff members who track the outputs, outcomes, dollars, and tell the story of a program and how it benefits Library patrons.

Library Lets Loose News

- We are picking up steam as we head toward the date and time: Saturday, September 17, 6:30-10 p.m.
- Sponsors are signing up and food and drink vendors are lining up.
- In June, we hosted a reception with honorary hosts Senia and Will Shields. Board members and committee members wanted to express their appreciation to these two who are volunteering their leadership and generous sponsorship to this important fundraiser.
- Go to Library Lets Loose.org to see all the fun planned for our Library community.

New Board Member Orientation

We welcomed four new board members. Typically, new board recruitment is on the calendar year, but this year we had some exceptional candidates who were ready to join mid-year.

These members are:

- Pete Barth who is a representative from Black & Veatch
- Mark Burdolski from Gardner
- Lisa Jones from Shawnee
- Lisa Larson-Bunnell from Shawnee

Volunteer Update

Finally, I wanted to give a volunteer update. What a difference a year makes.

- Last year, Library volunteers were passing out free Covid testing kits and they were putting cards in holds materials to inform patrons about vaccinations.
- Fast forward to this year and we have 463 volunteers who are busy in a variety of placements including circulation, English language learning and citizenship classes, Friends book sorting and sales, and Library Lets Loose.
- Eight-six teens are volunteering for summer reading in six branches.
- We are fortunate to have these enthusiastic members of the community who answer the call under any circumstances.

That concludes my report.

Questions?

Thank you.

JOHNSON COUNTY LIBRARY: Summary of Expenditures by Cost Category (.75 Increase Only)
May 2022
42% of Year Lapsed

OPERATING FUND

	2022 Budget
Programs	
Revenue	3,767,639
Administrative Services	
Information Technology	
Collection Development	
Branch/Systemwide Services	133,593
Transfer to Capital Projects	1,757,330
Interfund Transfers	
TOTAL OPERATING FUND EXPENDITURES	<u>\$1,890,923</u>
TOTAL .75 INCREASE FUNDS REMAINING OPERATING	<u><u>\$1,876,716</u></u>

SPECIAL USE FUND

	2022 Budget
Revenue:	3,590,820
Expenses:	
Contractual Services (General Maintenance)	
Commodities (Capital Equipment)	
Transfer to Debt Payment	
Transfer to Debt Payment - CLMP	505,708
Transfer to Capital Projects	
TOTAL SPECIAL USE FUND EXPENDITURES	<u>\$505,708</u>
TOTAL .75 INCREASE FUNDS REMAINING SPECIAL USE	<u><u>\$3,085,112</u></u>
TOTAL .75 INCREASE FUNDS REMAINING ALL FUNDS	<u><u>\$4,961,828</u></u>

JOHNSON COUNTY LIBRARY TOTAL REVENUE REPORT

May 2022
42% of Year Lapsed

REVENUE ALL FUNDS	2022 Year to Date	2022 Budget	% Budget Year to Date	% Budget YTD Prior Year
Ad Valorem	22,264,927	38,342,480	58%	58%
Ad Valorem Delinquent	203,785	364,732	56%	-11%
Motor Vehicle	885,478	3,442,484	26%	28%
Library Generated - Copying/Printing	31,370	104,359	30%	25%
Library Generated - Overdues / Fees	124,659	493,271	25%	17%
Sale of Library Books	25,000	50,000	50%	0%
Misc Other	510	18,703	3%	5%
Reimbursement	67,513	630,043	11%	10%
Library Generated - Other Charges	0	3,641	0%	0%
Investment	32,845	54,948	60%	78%
Unencumbered Balance Forward	0	0	0%	0%
Recreational Vehicle Tax	9,170	15,169	60%	71%
Commercial Vehicle Tax	39,521	49,843	79%	62%
Heavy Trucks Tax	3,361	5,261	64%	76%
Rental Excise Tax	24,372	43,457	56%	29%
State and Federal Grants	133,322	265,638	50%	49%
TOTAL REVENUE	23,845,832	43,884,029	54%	54%

Expenses ALL FUNDS with Collection Encumbrance

Categories	2022 Year to Date	2022 Budget	% Categories Expended
Salaries and Benefits	8,831,854	22,947,472	38%
Contractual Services	3,108,447	6,007,986	52%
Commodities	3,259,263	4,411,766	74%
Risk Management Charges	125,494	251,838	50%
Capital / Maintenance / Repair	1,849,382	3,542,035	52%
Transfer to Debt Payment	0	0	0%
Transfer to Capital Projects	505,708	3,590,820	14%
Grants	133,691	265,638	50%
Interfund Transfer	2,908,015	2,908,015	100%
TOTAL EXPENDITURES	20,721,853	43,925,570	47%

Revenue - Expenses as of May 31, 2022 **3,123,979**

RESERVES ALL FUNDS	As of 12/31/20
Reserves Operating Fund	11,832,474
Reserves Special Use Fund	1,702,168
Total JCL Reserves	13,534,642

Scheduled Replacement Plan Funding

-	<u>REVENUE RECEIVED TO DATE</u>
2015 Fund Transfer	350,000
2016 Fund Transfer	699,000
2017 Fund Transfer	1,130,250
2018 Fund Transfer	1,147,850
2019 Fund Transfer	1,131,100
Total Revenue	<u>4,458,200</u>
	2022
Contractual Services	1,584,927
Building Repair	585,616
Architectural Services	68,820
Furnishings and Office Equipment	73,032
HVAC	178,193
Sorter Parts and Labor	4,113
Security System Maint & Repair	33,549
Vehicles	119,310
AED Equipment	9,613
Interfund Transfer	1,767,934
	<u>4,425,107</u>
Budget Remaining	<u>33,093</u>

JOHNSON COUNTY LIBRARY: Summary of Expenditures by Cost Category
May 2022
42% Year Lapsed

OPERATING FUND

Programs	2022 Year to Date	2022 Budget	% Program Expended
Administrative Services	1,928,731	4,363,169	44%
Information Technology	1,610,829	3,845,401	42%
Collection Development	1,296,367	3,946,140	33%
Branch/Systemwide Services	7,812,324	21,274,373	37%
Risk Management Charges	125,494	251,838	50%
Grants *	133,691	265,638	50%
Transfer to Capital Projects	1,757,330	3,107,330	57%
Interfund Transfer	2,589,374	2,908,015	89%

TOTAL OPERATING FUND EXPENDITURES	17,254,140	39,961,904	43%
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SPECIAL USE FUND

	2022 Year to Date	2022 Budget	% Budget Expended
Contractual Services (General Maintenance)	39,452	204,305	19%
Commodities (Capital Equipment)	85,701	127,000	67%
Transfer to Debt Payment	0	0	0%
Transfer to Capital Projects	505,708	3,590,820	14%

TOTAL SPECIAL USE FUND EXPENDITURES	630,861	3,922,125	16%
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TOTAL EXPENDITURES	17,885,001	43,884,029	41%
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JOHNSON COUNTY LIBRARY: Summary of Expenditures by Type
May 2022
42% Year Lapsed

ALL FUNDS

Categories	2022 Year to Date	2022 Budget	% Categories Expended
Salaries and Benefits	8,831,854	22,947,472	38%
Contractual Services	2,352,856	6,007,986	39%
Commodities	1,178,001	4,411,766	27%
Risk Management Charges	125,494	251,838	50%
Capital / Maintenance / Repair	1,757,330	3,500,494	50%
Transfer to Debt Payment	0	0	0%
Transfer to PBC Capital Leases	597,760	3,590,820	17%
Grants	133,691	265,638	50%
Interfund Transfer	2,908,015	2,908,015	100%
TOTAL EXPENDITURES	17,885,001	43,884,029	41%

GRANTS*	Expenditures through 5/31/2022	Source	Received	Expenditures	Grant Award	Budget Remaining
285000089	2022-State Aid	State	3/17/2022	\$68,285.40	\$133,321.69	\$65,036.29

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

Expenditure of Friends of the JCL Donations 2022

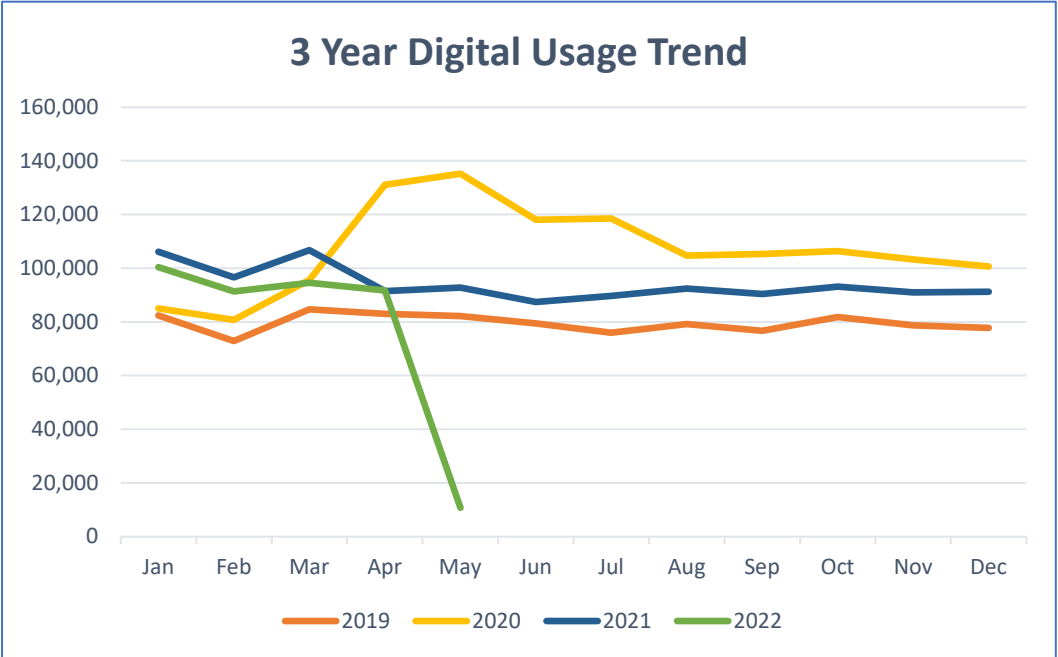
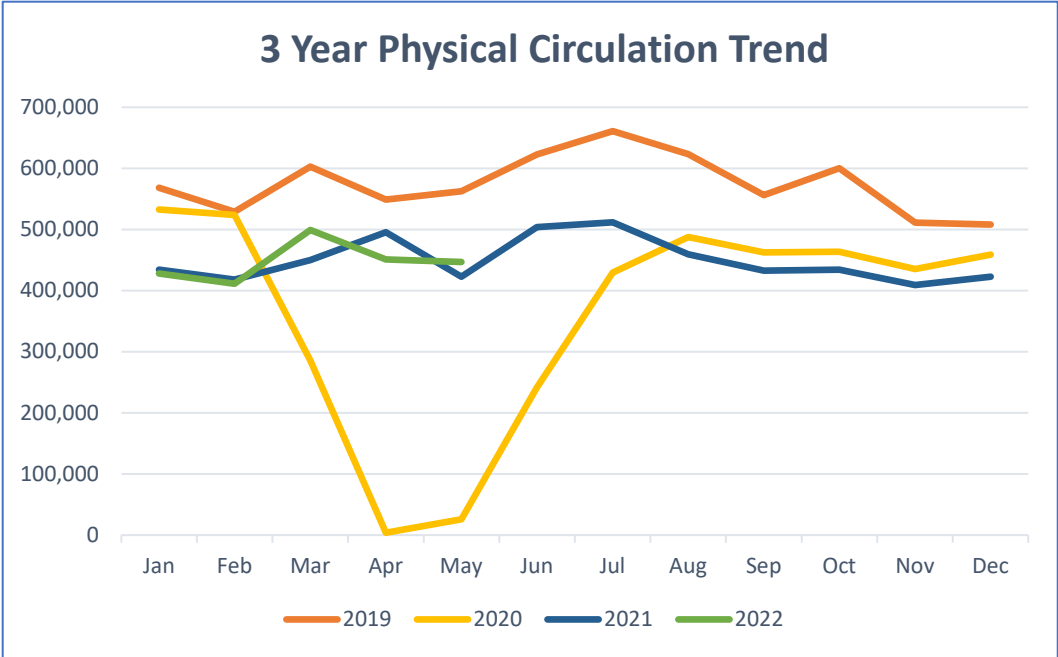
<i>Expenditure Details</i>	<i>May</i>	<i>YTD</i>
Volunteer Recognition	\$0.00	\$0.00
Advertising/Promotion	0.00	0.00
Collection Materials	0.00	0.00
Professional Development/Staff Recognition	0.00	0.00
Technology/Recruitment Consulting & Expenses	0.00	0.00
Strategic Planning meeting supplies	0.00	0.00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

Monthly Statistical Report

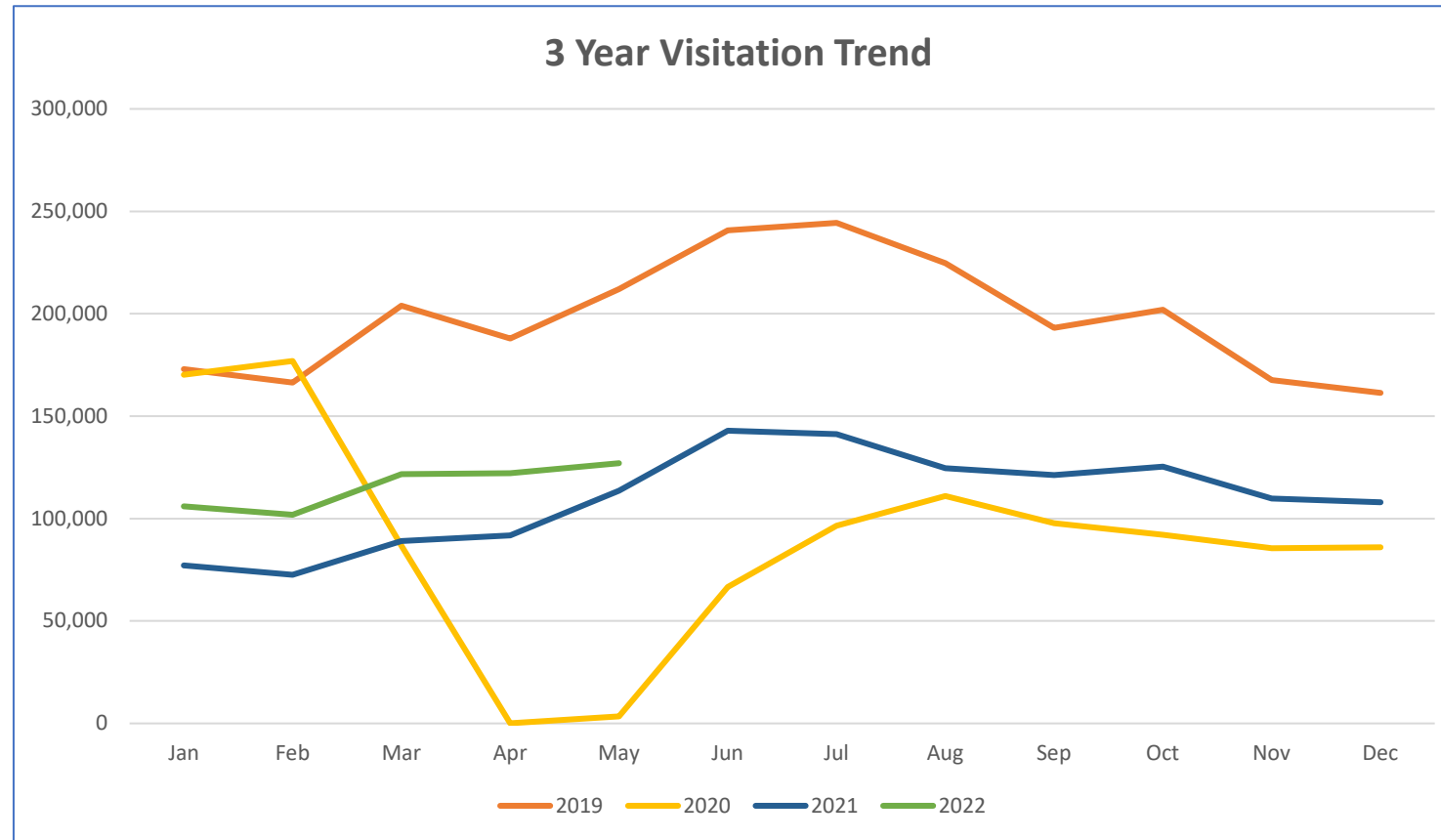
July 2022



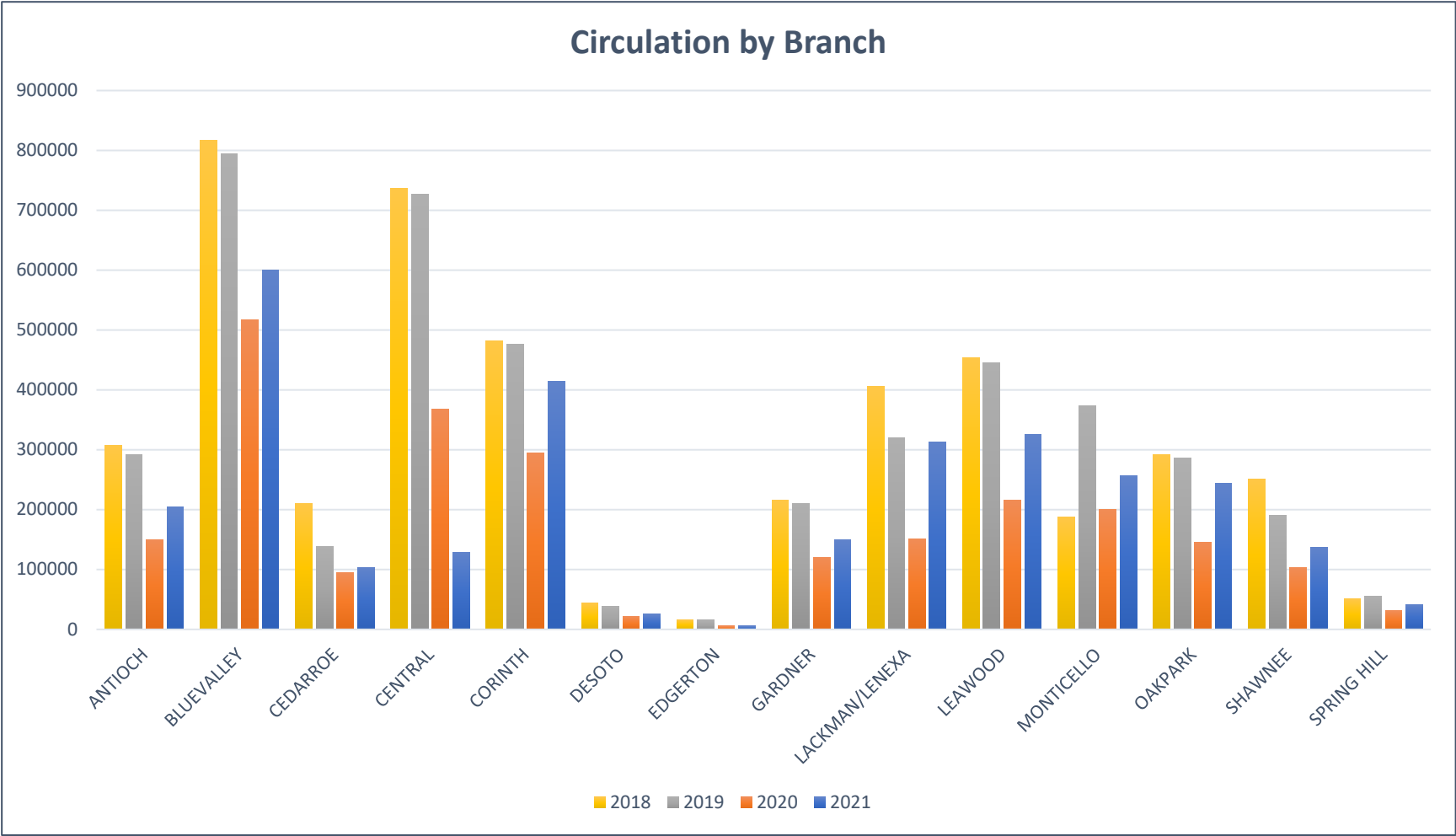
Monthly Statistics



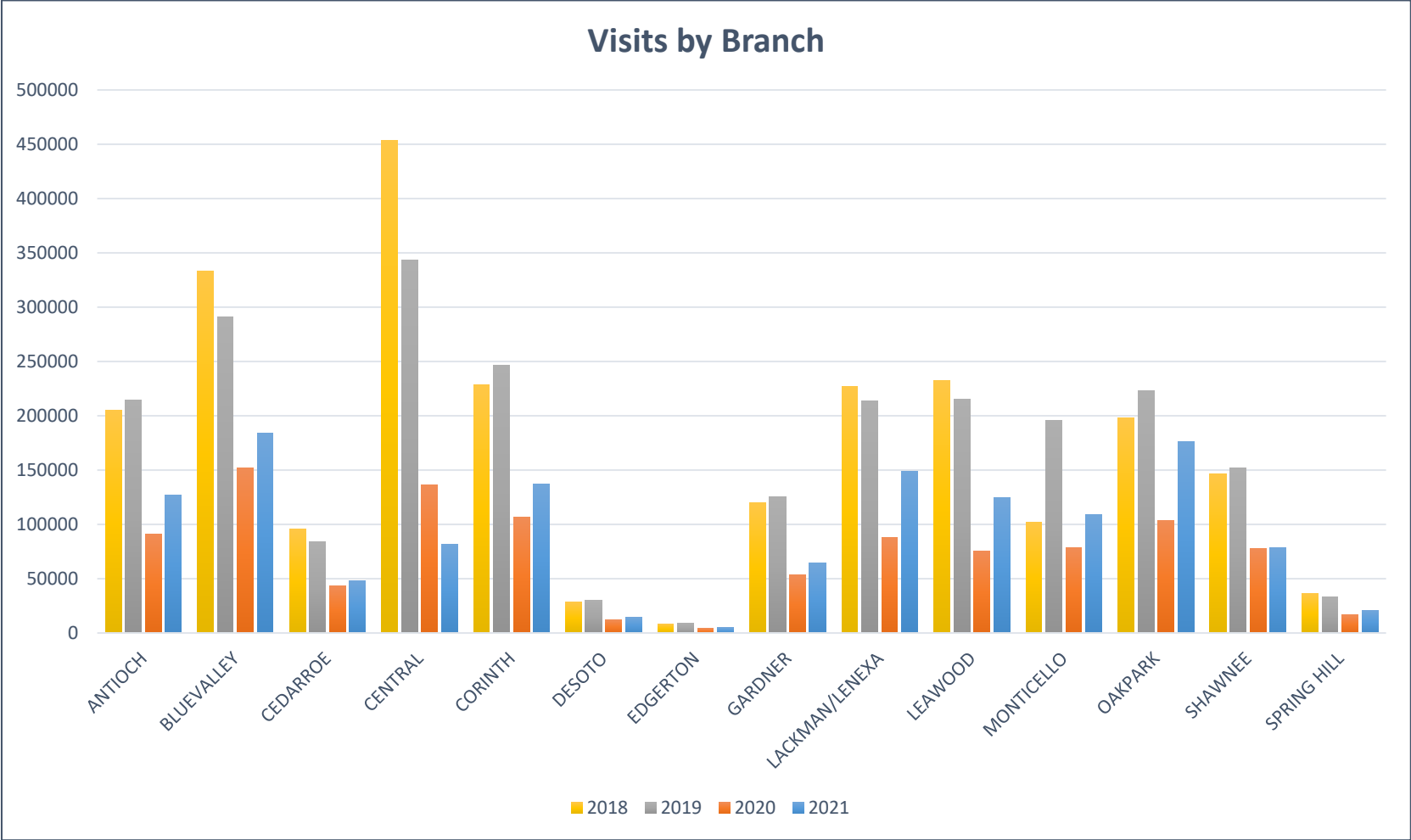
Monthly Statistics



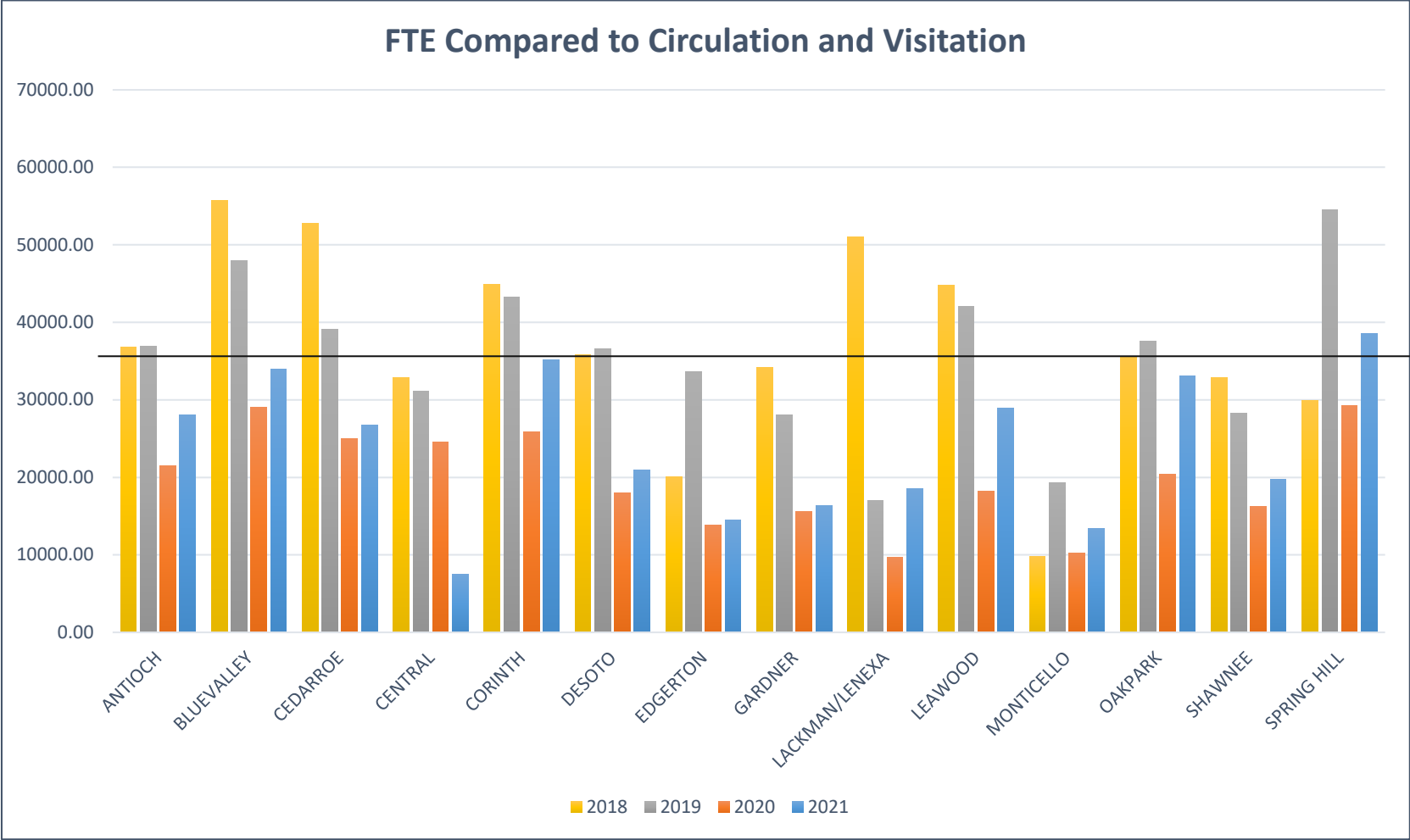
Branch Trends



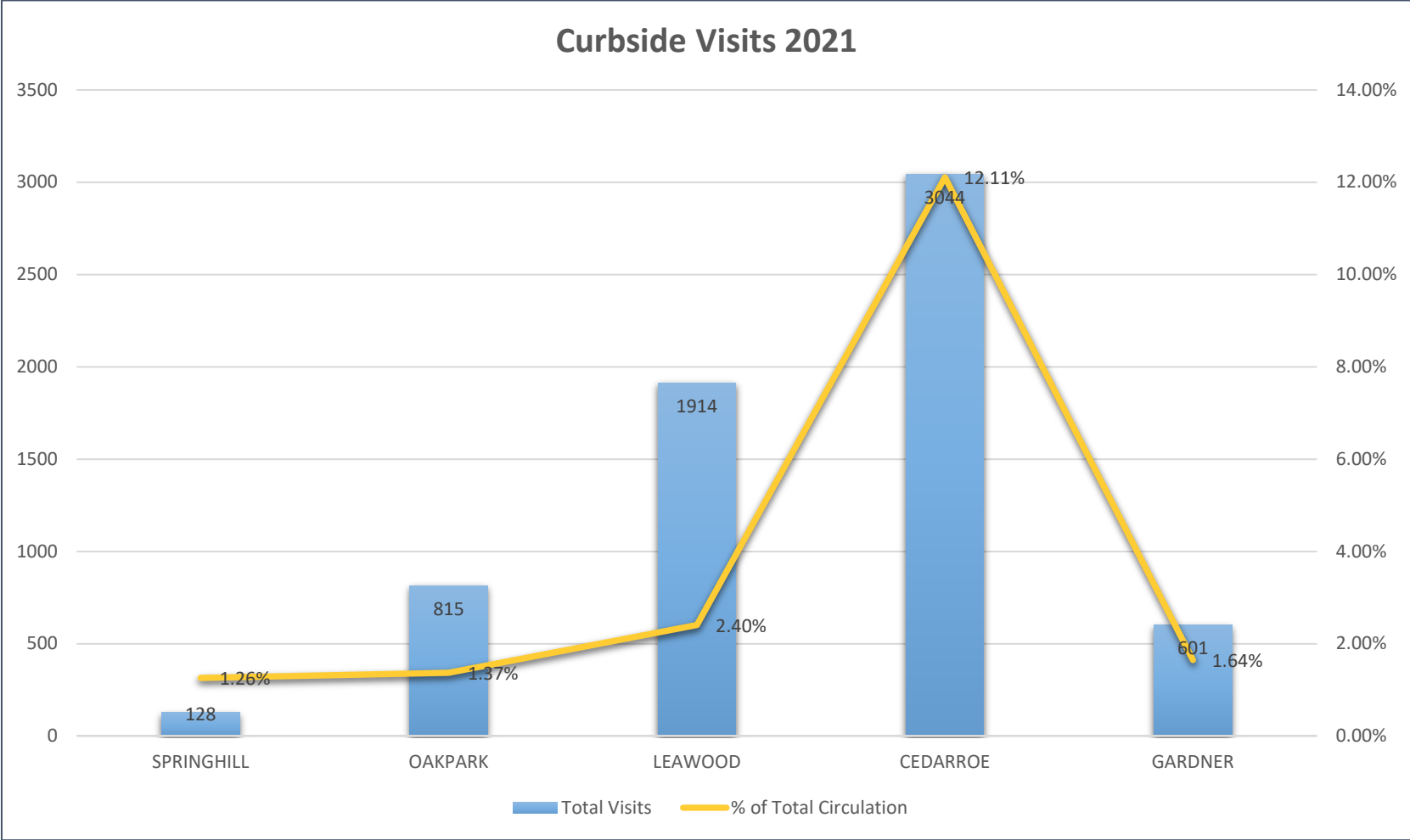
Branch Trends



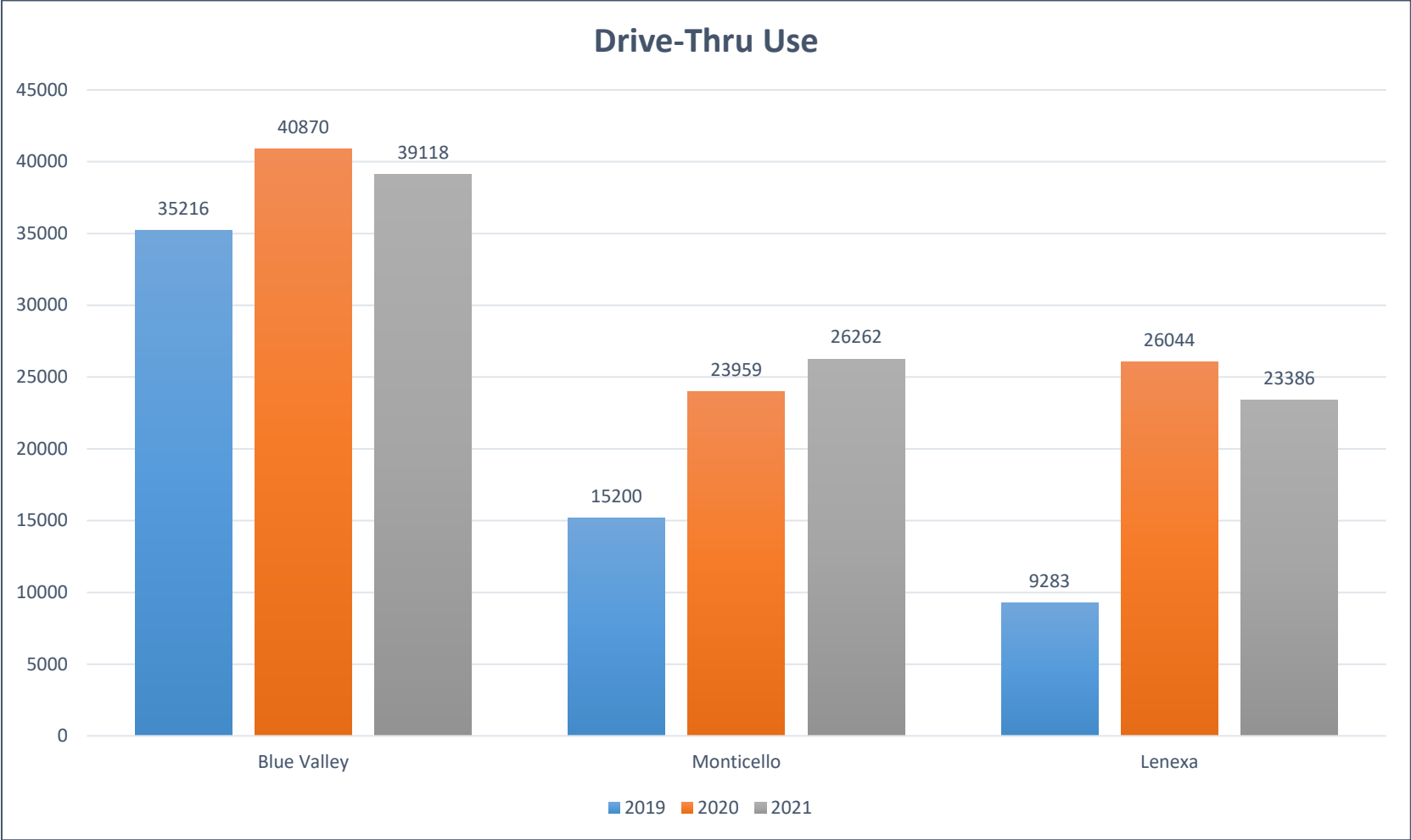
Branch Trends



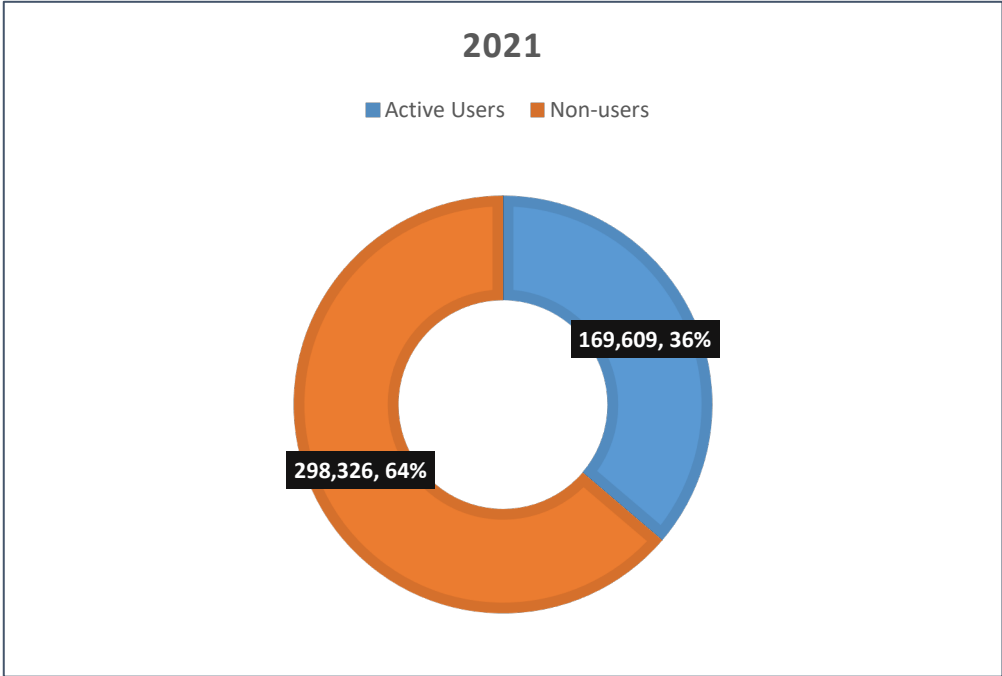
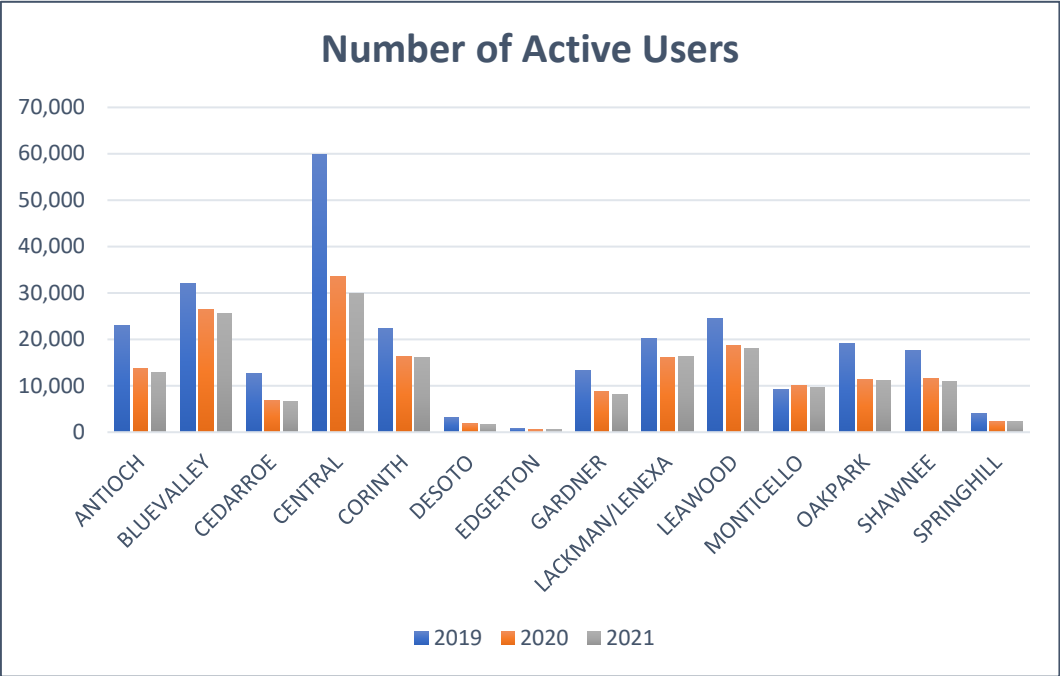
Branch Trends



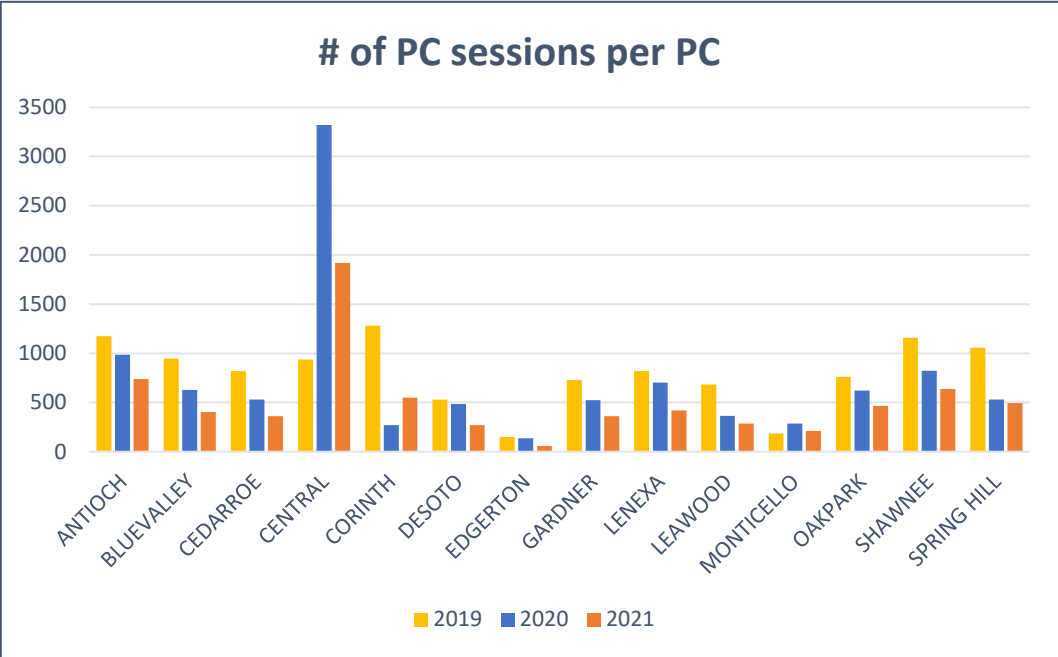
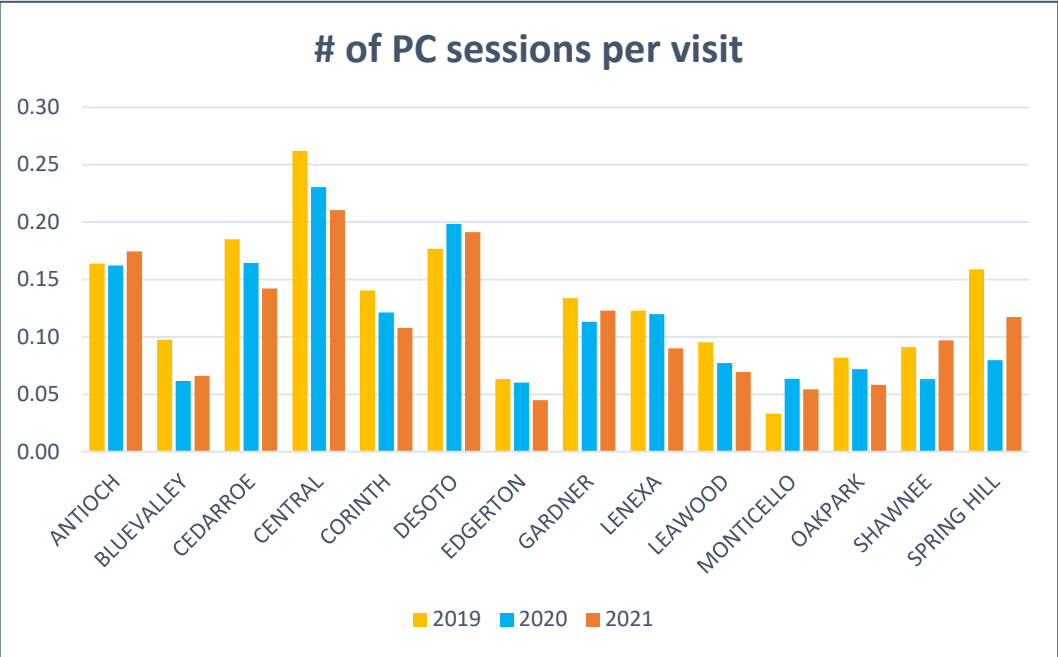
Branch Trends



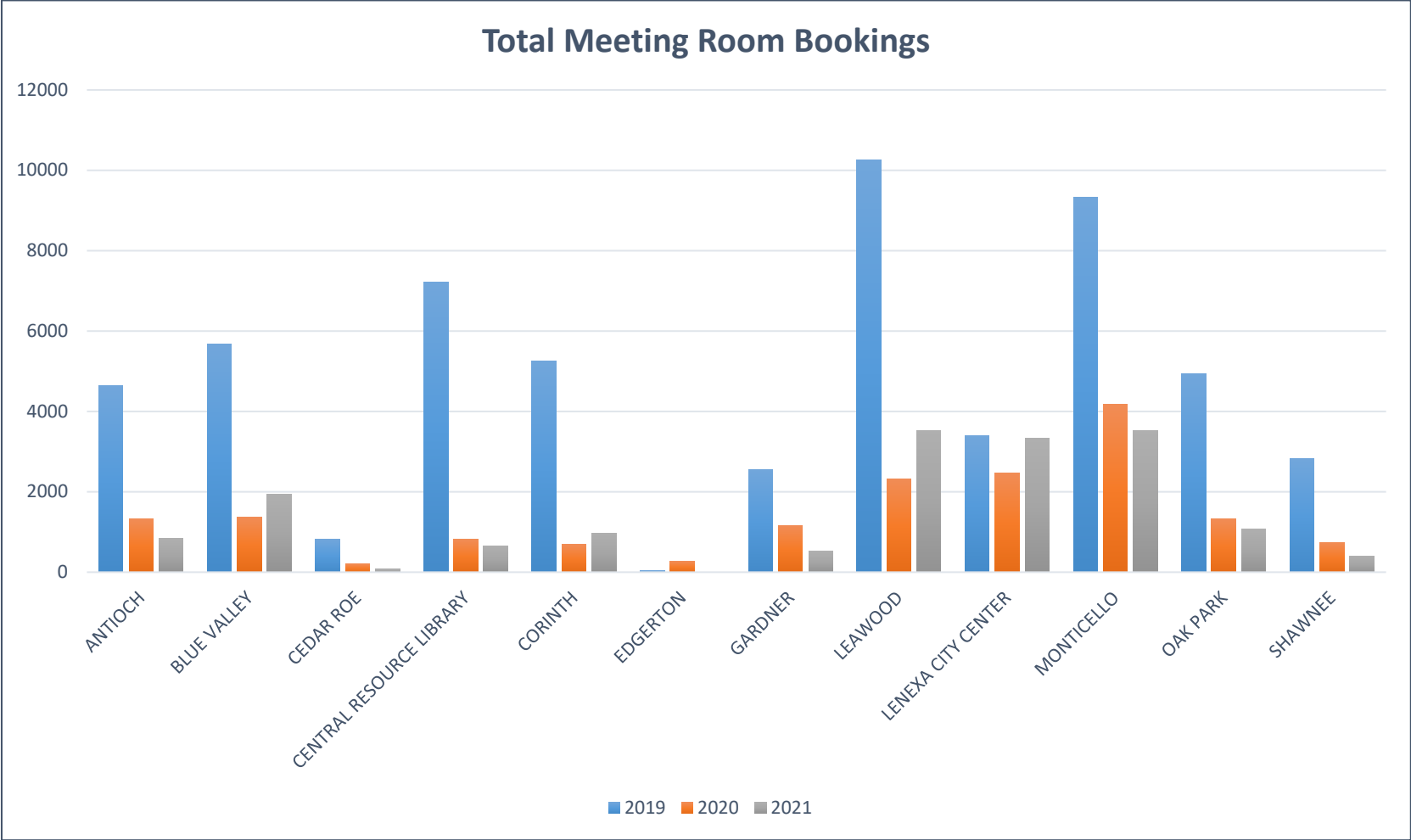
Branch Trends



Branch Trends



Branch Trends



Antioch Library Replacement Project

Update – July 2022



Updates

- Design continues
- Legal agreements and policy updates
- Next steps



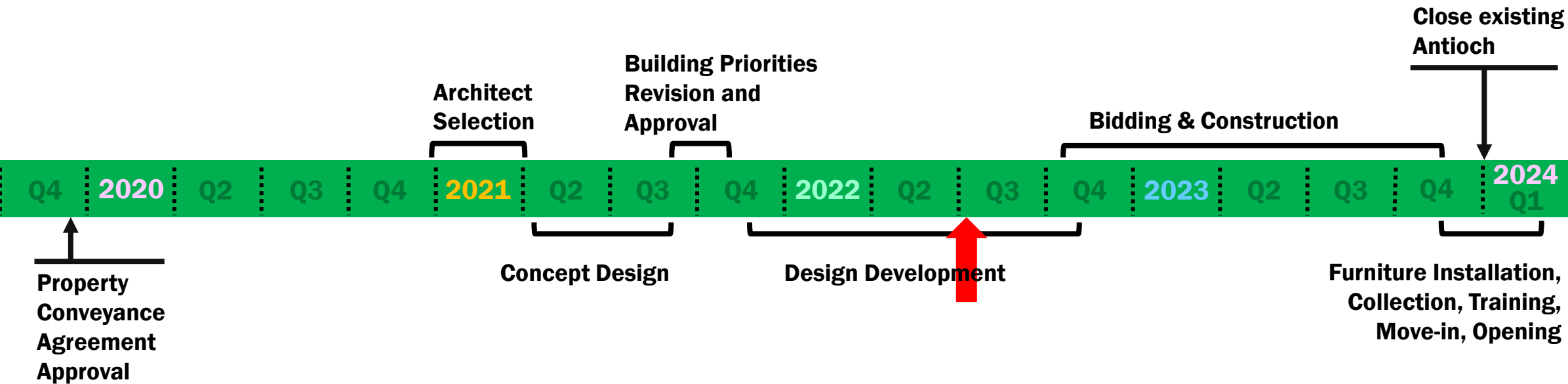
Next Steps

- Library Board action agenda
- City, BOCC approvals
- Naming
- Property Transfer
- Bond Sale



Antioch Replacement:

Anticipated Project Timeline



DeSoto, Spring Hill, and Edgerton Renewal Study

Update – July 2022



Updates

1. Decoupling three topics:
 - a. Conceptual Design for DeSoto, Spring Hill, Edgerton
 - b. Hours Evaluation
 - c. Expanded Patron Access concept
2. Next steps



Conceptual Design

1. Renovating DeSoto, Spring Hill, and Edgerton in their current locations
2. City updates
3. Anticipating Design Presentation in August
4. Design and Construction timeline TBD



Hours Evaluation

1. Last change to Library Hours was approved in early 2015
2. Match Library staffing at these three locations to busiest times according to our data
3. As each project occurs, we intend to collect new data to ensure appropriate hours for each building



Expanded Patron Access concept

1. An innovative service model to increase patron access, in direct support of our Strategic Plan
2. At a future Board meeting, review national library trends regarding expanded access
3. Staff to be assigned to develop and vet this new service line – to understand the resources necessary and risks to providing this service



Next Steps

August:

- Present conceptual design options to Library Board

Upcoming:

- Library trends from ALA
- Assemble team to develop and vet Expanded Patron Access framework
- Revisit location hours concurrent with each building project

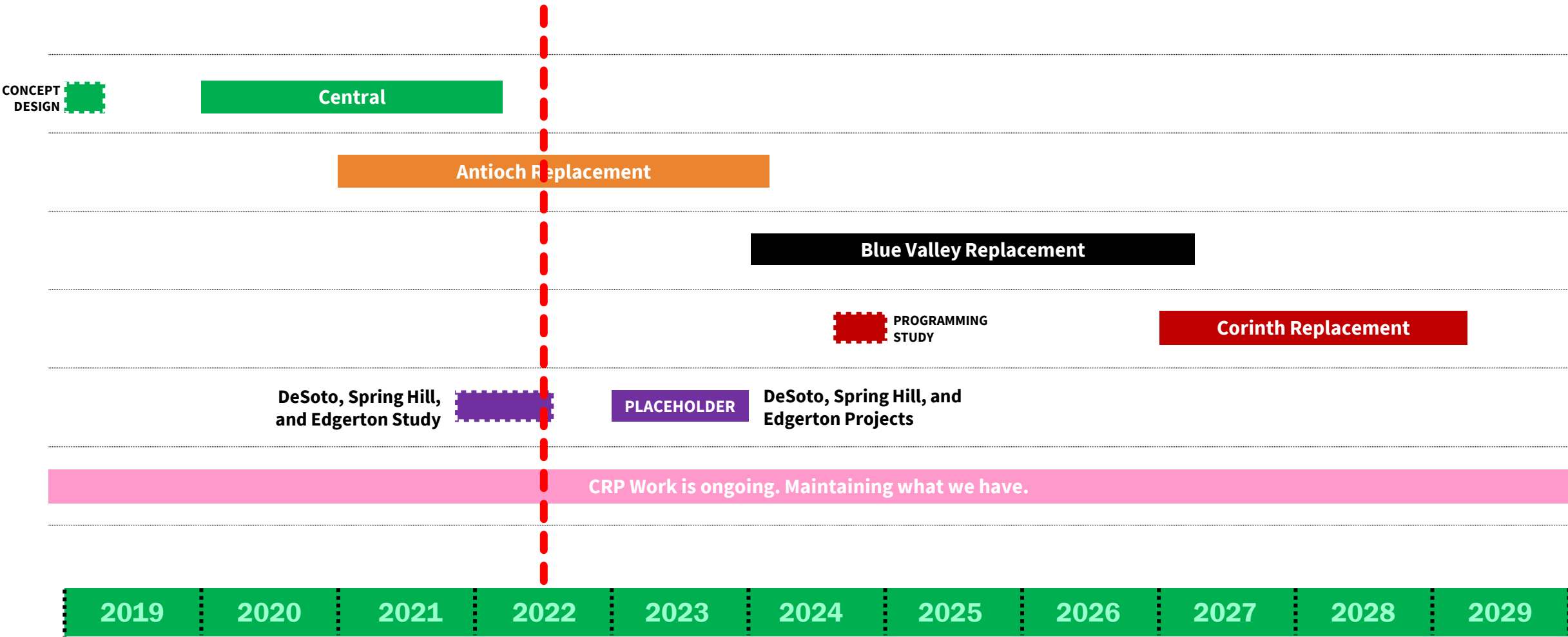


Capital Projects: Timeline Summary

July 2022

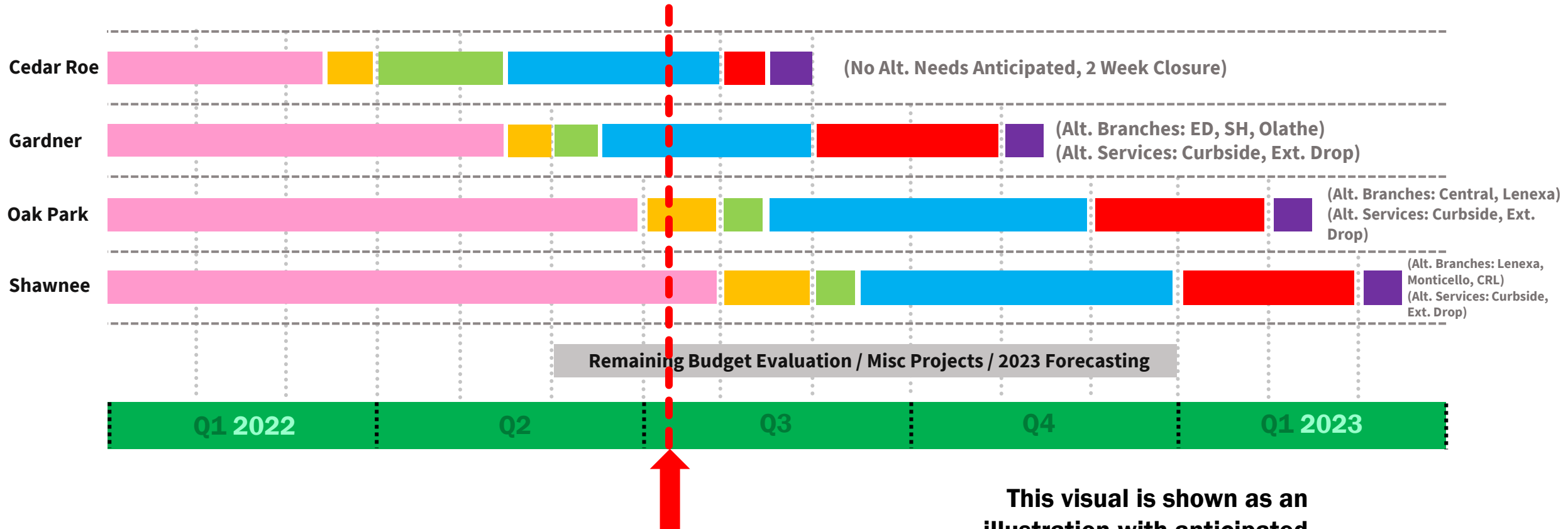
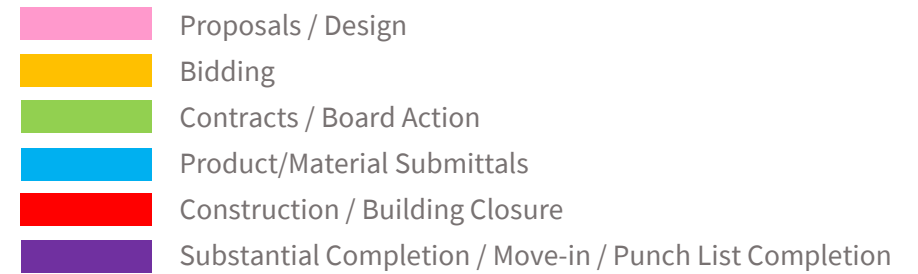


Capital Improvement Projects: Anticipated Timeline



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

2022 CRP Anticipated Timeline (Staggered Closures)



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

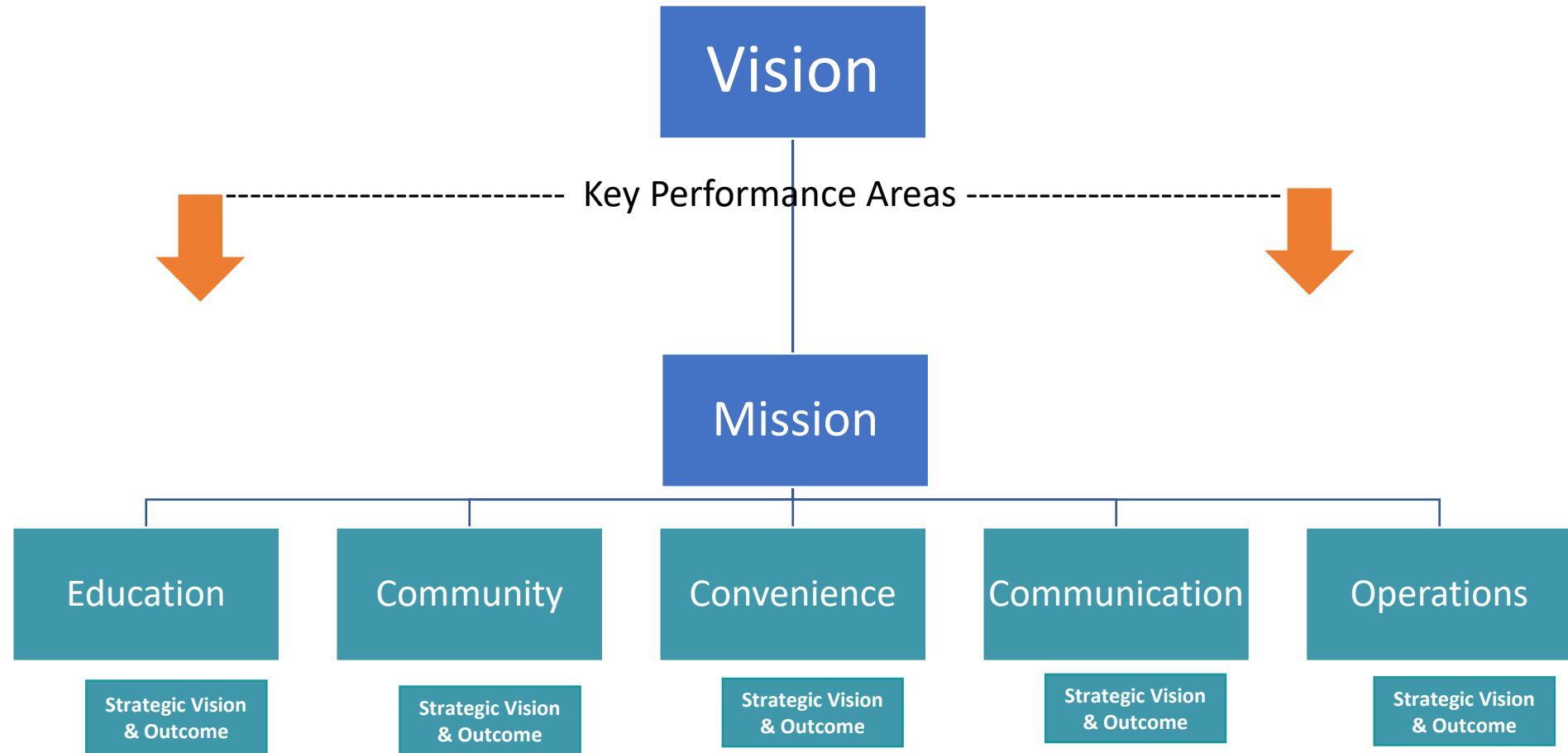


Strategic Plan Update

Recap of work from January - April 2022



Structure of the Strategic Plan



Education

Strategic Vision

Johnson County Library creates inclusive and welcoming environments that spark curiosity and learning.

Outcome

People will learn about themselves and the world.

Work Completed

- **E-book project planning – Goal 5, Goal 7**
- **Several staff attended Conferences – PLA, Cosugi – Goal 5**
- **Program planning and transitioning – Goal 9**
- **Makerspace re-opened – Goal 9**
- **elementia Reception – Goal 13**
- **Legislative Coffees, MLK lecture, Race Project KC programs – Goal 13**
- **Digital Readers Advisory Best practices – Goal 9**

Strategic Vision

Johnson County Library offers neutral spaces and opportunities where all voices are equal and connections are forged.

Outcome

People will thrive and prosper.

Goal

- **ALA Presentation – Olsen, Holdman-Ross, Jordan, Tillotson – CCT work**
- **Preferred name – Goal 5**
- **Re-opened Central – Goals 2, 5, 6, 8, 13, 14, 16, 18**
- **Friends Pop up sales – Goal 2**
- **Foundation events – Goals 2, 13**
- **Volunteer recruitment – 19 new volunteers placed – Goal 2**

Convenience

Strategic Vision

Johnson County Library delivers services and materials how, when and where patrons want.

Outcome

People will be surprised and delighted.

Work Completed

- **Comprehensive Replacement work – plans for work this fall; continued supply chain issues – Goal 2**
- **Antioch Replacement design – Goal 2**
- **28, 329 used drive thrus; 1,222 curbside transactions; 1,574,835 items shelved – goal 7**
- **Work on the DeSoto, Edgerton, Spring Hill refresh – Goals 2, 8**
- **Work on the Olathe Public Library MOU – Goals 4, 7**
- **COVID testing kits for community – Goal 7**
- **ILL software update and review of procedures – Goal 7**
- **Work with the Friends on donations collection – Goal 7**

Strategic Vision

Johnson County Library listens to and shares information with all, building strong connections and relationships.

Outcome

People will be connected.

Work Completed

- **Discover Your Library Marketing campaign – Goal 3**
- **Summer Guide mailed to more than 90,000 people - Goal 10**
- **Website navigation refresh – Goal 10**
- **Patron Point work – Goal 11**
- **Communication around all projects – Goals 2, 10, 16**

Operations

Strategic Vision

Johnson County Library staff collaborates and coordinates to create efficient procedures and processes that provide exceptional customer service.

Outcome

People will receive seamless service.

Work Completed

- **Budget prepared and submitted to Board and County Managers office - Goal 1**
- **Work done on securing funding for security camera and access controls – Goal 6**
- **Cyber security work and training reboot; hired cyber security analyst – Goals 8, 15, 17**
- **Work on the Merit Framework - Goals 1, 15, 18**
- **Circ ABMs working on trainings and growth paths for staff; had a working retreat – Goals 12, 21**
- **Discs Buffers were implemented at each branch – Goal 5**
- **ReSource project – Goals 8, 10**
- **All managers working on revising strategic plan goals for next plan**
- **Administration working on a staff reorganization project**

elementia issue xix



About elementia

- First published in 2005.
- Entirely edited and designed by teen volunteers.
- Teens pick the theme of each issue.

Elementia Mission Statement

The purpose of elementia is to publish, uplift and represent creative, eclectic young adults, and it strives to:

- foster and recognize the talent of young adults.
- maintain an open platform/forum for young adults to share and connect.
- publish a diverse range of original writing and art.
- collaborate with community partners and schools to embed elementia in the classroom.
- emphasize the importance of reading and the written word by connecting published adult authors and artists with talented young adults.





issue xix

- Theme: The Unknown
- Submissions Total: 922
- Published Pieces: 115

Copies available now in all Johnson County Library locations! (for free!)



Letters 4-4 A.D.

by Bowie Bladee

"Supersoaker, LG Smart Refrigerator," par II

I hope you enjoyed my soliloquy. And I know you did – your mouth is practically open right now. Practically open . . . Yeah. I'm jotting that down.

Speaking of – Some of Bismuth is Björk lyric. Some is overheard, or said in passing and forgotten, else wise thought nothing of. Then some of it comes from nothing, from nowhere, white light, the tinny tin of white noise – The Hum. Of course, that's no marvel.

It's only Universe, and isn't that the story of everything, anyway? White light, white noise, murmuration. A humming, pitter patter by the doorway. For ever. Spinning, turning that wheel, weaving thread of silkworm to gold, back to feather.

The seamstress sits and spins around in the quadruplural office chair. It's almost five. It's always like that, it seems – always almost some time, some when, some thing. As if, in fact, what's real is that it is always now, for ever. Strange isn't it. I said to my friend recently. Said, hey, you know, I had an epiphany in the bathroom. Told him I'd been thinking about it again – thinking about thoughts, the fixture of the fiction. Thinking about the numbers, the number, thinking about zero, holes, blackened, the blackness in the white. Worm holes out for ages, for ever, it feels like. Now, straighten up. Here's what she told me: Said, I had an epiphany in the bathroom. Shitting

Said, you know the particles? The points. Or, Fuck. What is any thing any way

Which is beside the point – back to front, back to story. Here's what I told him.

Said, You know how, for that point, the dot on the number line, if you will, the first Experience parallels the last? Said,

By that, you know. Fuck, what I mean is,

Know how the first Experience is, fundamentally, actually, in actuality identical fraternal twin

Or twinsite, as in parasite
Of that particle's last One?
She told me, Dude, what I'm trying to say is
"Carpe diem. Seas of bank foreclosures, the
Alchemist

Yoga in the Bay. Crystal chakras, the tantric Vedas
Art and copulation and the Kuma Satra [sic]
Collecting dust on the shelf on the cover"

Carpe diem . . . It's banal, right?
Brews in the belly, nauseating, Foucaultic, derided
spectacle

So commonplace to not even inspire a reaction, I
know, that's what he said to me.

But this much is true
For the point, for the human
Only true time is now, now time
Noon time, noon times
Time as a verb, the vociferous vocabulary
Selena's scaly, scaly tongue

See . . . That was just spitballing. Not even
bullshitting you. Wrote that off the top of my head.
Off the vyvance, yeah, but I'm also ADHD and
maybe possibly a genius. Or just really hot and cool.

Need you to check the socials, if you haven't
yet. Can say confidently that I have that It factor,
celebrity if you will. So, open, open now, orifice.
Cover up, cover down, book me a deal and let's
make some music

Look forward to hearing back from you
expediently. I'm pink with something anticipatory . . .

Sent from my Supersoaker, LG Smart Refrigerator



Reminiscent
by Jaeyeon Kim

Highlighting by Sumedha Sangem

Highlighting.

That's how I take life in

I highlight quotes
Or words in a book
Trying to keep them with me
Forever.

I mentally highlight the things people do,
Trying to understand their reasoning

But I can't highlight you.

I can't put your pieces
Together,
Or save your words for later

Your words are empty,
And your doings are
Meaningless.



Psychonaut's Consciousness
by Noah Green



The Swirling Eddies of Eigengrau

by Joey Wu

You are trapped.

One day you awake: a homunculus, immersed in a deep chasm of dark. You wander the confines in solitude, following the faint and ever-so-often beep that resonates through your lonely chamber.

Memories flash before your eyes, occasionally – trepidation consuming you as your foot slams against the obsolete switch, a task rendered ineffectual by weeks of carelessness and irresponsibility; helplessness as the truck comes closer and closer and you brace for impact; the glimmering streams of red and blue that accompanied the blaring sirens. Brief interludes dot the remaining gaps of your memory: you were a hotshot banker of sorts, a father to two, a devout follower of religion, an advocate of temperance. But as you wander, the corners of your existence begin to fade, becoming hazy and distant as if eroded by the perpetual waves of darkness.

You wonder when he will come again. He with the curled horns, gnarled hands, and cruelly patient eyes. He had appeared, once or twice, but rather than ceasing the throb of empty longing, his presence seemed to amplify it, leaving you to drown in debilitation and hopelessness.

One day, as you wander through the vast terrain, you catch the glimpse of light. Racing towards it, you see two windows slanted with the oblique rays of fluorescent light, and for a brief second, you dare to hope and dream.

Through the marbled and glossy curvature of the convex windows, you peer through the near-opaque lids for a shot of outside: the letters ICU lighted on the walls, a woman and two children weeping with hands clasped in desperate prayer, the neon-green streak racing along a black monitor. For a second, the filmy lid covering the windows is peeled away and you see a man in a white coat staring down at you but seeing nothing. He shines a brilliant light and you're blinded, sprawling on the ground as you cower in a most unsightly and uncouth way. But as you hear snippets of conversation – unresponsive . . . terminal brain damage . . . vegetative state . . . dorsal anterior cingulate compromised . . . recovery unlikely – you lose the remaining shreds of dignity and pound against your enclosure, bellowing "I'm here! Please, let

me out!" As you holler at the top of your lungs and reach towards the kids, no corporeal functions are assumed, and you feel as insignificant as a gnat trying to control a great machine. Your family walks away, leaving you miserable and more alone than ever. You crumble to your knees and the swirling eddies of eigengrau quickly envelop you.

Through their departure comes his arrival. You don't notice him appear, but you are aware of it nonetheless: the flick of a forked tail, the majestic trishul clutched in his palm, the faint crimson aura that envelops him. Once again, he offers a gnarled hand to you, and for a moment, you hesitate. A brilliant flood of luminescence streams through your consciousness, but you do not falter before it, and its warmth and purity rejuvenate you. You see the inklings of a man before a great gilded cross, his hand extended as if awaiting your tribulations for his favor. When the image fades, you are aglow with determination, and once again turn away from his proud, patient eyes. When you turn around once more, he has vanished – the only hint of his presence is a snaking streak of scarlet against the shadows.

An eternity of wandering passes. Time is difficult to gauge in the dark, and the windows which had given rise to such hope laid desolate and defunct. You walk on and on, and your mind dulls, prefacing the willful ignorance of the entrenched. The glow of faith that had resonated so deeply within you faded to a dull ember, and your memories seep out of your mind like the falling of sand through a flaccid palm. The vigor of survival has been replaced with the ineptitude of ennui, and yet you are made to walk with no purpose, no destination, and no aspiration. As the beeping ceases to terminate, you descend into apathy and chaos.

When the windows open once again, fluorescent light assails you, but you stare back unflinchingly. You gaze on in passive indifference as if enslaved by the impotence of repeating meaningless steps. When the man in the lab coat says, "it's been a week" and the woman foolishly cries, "a week? I wouldn't give up for years!", you regress to the unforgivably depraved state of inability. You shamble on like a wasted derelict, and as the windows are shuttered close again, you do not even turn to watch the woman depart. For a moment, you worry about financial situations and of emotional will, but the moment soon passes. You no longer remember her, as if she were a fragment of another life, one where she was not the torturer condemning you to an eternity of unrest and imprisonment.

He appears, and for the first time, you look him straight in the eye as he extends his hand. Gleaming in the reflection of his eyes, you see yourself, weighed with a pallid and emaciated countenance, chained to the bellows of a giant never to again be awoken. He then does something so utterly incongruous with your recollection that you falter as you hear the low baritone of his voice: "The greatest evil is indecisiveness," he states simply. "A motionless pinwheel, the lack of movement, the lethargy that accompanies years of apathetic movement." His confident eyes find yours and he extends his hand patiently as if expecting, sooner or later, that you'd shatter. There comes a point, where torture, punishment, even eternal damnation offer more solace than the painful negligence of mind, body, and spirit in the unbreachable void of oblivion.

You ponder for a moment, but his words hold no malice or ill-intent, and though they are harsh, they ring straight and true. A part of you envisions a holy marble castle sitting atop the clouds, but as you reach towards it, you see your body withered away by eons of neglect and insignificance; your mind is absent and though your soul is cleansed in purity, you feel no capacity of humanity and no passion for life. To wander in the shadows until released by your corporeal captors would diminish your essence, slowly and painfully, until you were but a mere fragment of existence. And you see the path offered before you – so mercilessly unconventional to your upbringing, so dastardly malevolent in cruel honesty, so contradictory to the tenets you uphold. But you can't. You know what is right, but you cannot bear the burden of sacrificing your rationality. So you sacrifice it quickly and on your own terms, enslaving yourself to the eternal state of pushing a boulder up a hill rather than the perpetual hope and dejection as you wander endlessly through the darkness. Decisiveness, even in the temporal structuring of confinement, gives you the brief but necessary will to reject all reason, all emotion, and all hope for the gleaming castle among the clouds. You choose, not to dawdle in indeterminism, but to choose your tragic fate. Your dreams you are willing to die for, but not willing to live.

And so you take his hand. The shadows around you turn even darker as eigengrau is purged of its dots of light, the seemingly insufficient specks that had rendered it an indecisive agathokakological form. It's whole now, and the essence of purity is a calming draught to your shaky breaths.

As you descend into freedom, you hear the droning, continuous beep, the rush of scrambling footsteps, and a wail of despair. But they mean nothing to you anymore. And part of you aches for the woman, and for a moment you almost remember her through arcane means – her cinnamon brown hair, bubbly laugh, and the dainty way she twirled the ring between her slender fingers; but you shield yourself, and willingly succumb to the blissful ignorance of nonidentity as the fleeting remembrance evaporates.

As you step onto the ferry and glide over the agonous misery of wretched forgotten souls, step onto the jagged, glassy obsidian dearth that dessicates life, and feel the imperial wrath of cold

purgatorius fire, you do not feel fear. You do not yearn for the cross or the light or the silhouette of the waiting man. Your soul withers away into onyx dust at his hands, and that's ok. Because, for the first time in much too long, you feel relief.

Inside of you, you see the inklings of yourself, thrashing and expectorating as the darkness swallows the struggling body. The last semblance of hope is crumpling and drowning, and it extends a weary arm at you, its master.

You step on hope's pleading head, and the weight of your foot submerges it into the murky gloom of death. In a moment, it ceases to struggle and sinks into the forlorn abyss.

You turn away, slowly at first, and embrace the calloused clutches of darkness.

Are we out of the woods yet by Eden Christian



unrefined.

by Arden Pryor

like the exuberance of bangs cut too short and stacks of bracelets that never match.
gold is for the good days only.
most days are silver. they are plentiful and lacking variation.
endless hours and constantly runny eyes.
sitting on the cracked leather seats in the parking lot.

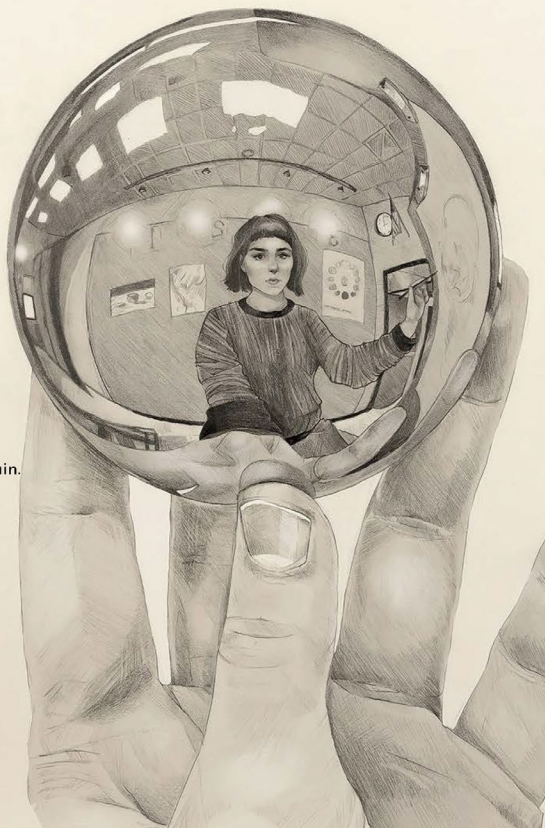
i dabble in brief obsessions.
studious and fragile.
pink streaks and 11 lines.
or is it city lights and locks on chains?
tied backs and tins of glitter.
lemon juice stinging your tongue.

nights were so long, pouring over hundreds of pages.
the wish to bury myself in the words, and let the ink seep into my brain.
i remember the beginning.
so young and so good,
it started off sweet, innocent really,
which i quite like.
i find myself comfortably retreating.
how to know if a mind is still messy?
or if there is dust on all the files?

differences have arisen.
brown eyes turned blue,
and blue hair turned brown.
stashed cans are long forgotten,
bleach abandoned.

the sundays of my life,
puffed rice and a burning throat.
juice was always too sweet.
and now i sit,
on the top, never under.
scissors in hand.
watching the pictures flutter towards the ground.
with fluff in my stomach, and pounding in my brain.
some things never change.

Mirrorball by
Emma Gulledge



Imprints of a Mosaic by Jiin Choi

Miranda

by Shaun Loh

The credits recover,
and suddenly like a K9 you snuffle
the criminal boyhood out of my skin.
I always think myself circumspect in my cover-ups,
but in seconds you know where my blindspot is.

I should have known:
all felons must brace themselves
for the day they buckle under
the imperative of jurisprudence,
the inexorable rapture of arrest.

Now, I pray. Pray you will lead me
into good hands, screen me from my
impending shame. No Miranda rights there may be
in our nation, but I will be primed for this
long arm of our law.



i hate you, you x by Lexi Newsom

in the middle of my name
as if i constantly have something to solve

Find x.

but i can't tell if my hatred
is of you, the letter, or of you, the failure

Find x.

x: the "something" about myself
i am still trying to find

Find yourself.

what if i can't

worse:

what if i do

Pieces by
Maddy Williams

Beach Day by Clara Moss

i'm floating on my back with
sunscreens spread along my nose and
water lapping against my shoulders.
i should be focusing on
how the sun is warming me from the outside – in or
how my friends are splashing water over our goosebumped flesh but
all i can feel is the dread unspooling in my stomach,
moving with the flow of water around me,
winding up my throat and
threatening to break free in a shout or a whimper –
i'm not sure which i'd prefer.
and i could focus on the feeling of
the sticky plastic tube on the back of my thighs, but
instead i'm trying to decide if
i felt something smooth grasp my ankle,
something as rough as bone-on-bone,
passing as soon as i noticed.
i should hone in on
the terrible music blasting from far off speakers but
i can remember the cover of a National Geographic,
the gaping mouth of a massive shark,
framed by endless blue, on and on.
and i'm remembering that one youtube video that
talked about the Mariana Trench and
animals that should've died with the dinosaurs.
i know my fear stems from the not-knowing,
watered with desperation pooling in my eyes,
unfurling from the ground, from the ocean floor,
cast in a sickly green light that
seems to be reflecting a shiny tooth behind me.
but, no, my fear was bred in
a leaf that tangled in my toes and
a light shining off some black sunglasses,
perched on a blonde head like
a grotesque bug just waiting and
when we wade back to shore,
retreat from the depths of blindness,
i'll survey the wide expanse where
sky and ocean meet in hues of blue,
and swear i see a triangle peek through one wave,
taunting me with promises of
how little i know and
how easy it would be to swallow me.

But a Woman by Grace Billman

Issue xix Reception

- Friday, May 13 7pm
- Online reception
- 62 attendees
- 12 readers
- Musical Guest: Erika Kolseth
- Keynote: Mindy McGinnis

Recording
Available on
our YouTube
Channel



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A Portrait of STEM
by Ella Steinmetz

CYCLES

From the biological life cycle to seemingly unbreakable habits, we are surrounded by cycles.

We are told that everything has a beginning and an end, but what about all that's in between? From growth cycles to menstrual cycles to thought cycles, our lives are impacted by endless hoops. Is it possible to escape a cycle? Describe the cycles that should have been broken by now. Search for loopholes and travel through them. Which cycles are you trying to break and why?

Cycles go beyond the individual and into greater society as systems of oppression or enter into the natural world as animal migration paths and moon phases. Which cycles have perpetuated across generations? How do events cycle through history as it "repeats itself"? Where do we see cycles within cycles?

Everything starts somewhere. Cycles are found in the start button of washing machines and tales of origin. Speak on the beginnings of things that have not been questioned. Where have your beliefs originated? What about society's? Explore the cycles your identity was born of.

Predict what the ending will be or choose your own finale. Does death mean the end of a cycle? What beginnings can the end provide for us? Discover what propels these cycles to continue. Explore unfathomable cycles and perpetual cycles, like the Ouroboros and its tail.

Admire the visual cycles and illusions we see in daily life. From the Fibonacci sequence, to Penrose Stairs, to a nautilus shell, there's beauty in numerical cycles. With the Krebs cycle, acceleration of wheels, and the law of Conservation of Mass, explore the greater impact of an individual cycle.

issue xx

Submissions are now open
on the theme of Cycles.

Submit work and find
past issues at

www.jocolibrary.org/elementia



**MINUTES JOHNSON COUNTY LIBRARY BOARD
REGULAR MEETING**

June 9, 2022
at Central Resource Library
4:00 p.m.

BOARD: Bethany Griffith, Brandy Butcher, David Sims, Jeffrey Mendoza, Kelly Kilgore, JR Riley and Mitra Templin

ABSENT: Ali Seeling

BOARD ATTORNEY: Fred and Andrew Logan

BOCC: Commissioner Hanzlick was unable to attend.

STAFF: (All JCL, FAC staff) Adam Wathen, David Vratny, Laura Hunt, Patti Kangethe, Scott Sime, Stephanie Stollsteimer, Tricia Suellentrop, Juan Lopez-Tamez, Shanta Dickerson, Joe Connor, Michelle Beesley, Tamara Robinson, Erin Barnes, Raffaele Prevot, Eden Pierce, Adam Hadley, Cristy Henggeler, Melissa Reser and Catherine Strayhall, Abby Menganin, Nancy Birmingham, Dan Maginn, Joe Connor

Foundation Board Members: Anne Blessing, Bonnie Limbird, Chuck Sipple, Mark Burdolski and Leigh Anne Neal.

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

CITIZENS COMMENTS: None

REMARKS FROM THE LIBRARY BOARD OF DIRECTORS:

Board Chair David Sims welcomed everyone.

Kelly Kilgore commented that she visited Lenexa City Center and it was great to see multiple events happening and many people were coming in for estate planning event.

Bethany Griffith commented that she saw a narwal on Facebook and exclaimed that she is excited for Summer Reading!

DEVELOPMENT DEPARTMENT

FRIENDS OF THE LIBRARY:

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

ERTC (Employee Retention Tax Credit) Refund

Ms. Dickerson explained that the Employee Retention Tax Credit (ERTC) was created as part of the CARES Act to encourage businesses to keep employees on payroll. In early 2020, during “the Great Pause,” Friends leadership made the choice to continue paying our staff as we knew we would need everyone and this decision has paid off in many ways, one in the form of refunded tax payments exceeding \$20,000. We celebrate the receipt of this funding, and we also note that this concludes CARES Act relief.

A Peek Behind the Scenes

Ms. Dickerson shared that the Friends rely on more than 60 volunteers who work at least one 3-hour shift a week to sort ex-library materials and donated items. In Q1 2022, these devoted individuals processed approximately 100,315 books and audiovisual items, they have unpacking and checked over 3,350 boxes of items. This is only one step in one process carried out six days a week at our sorting center, and make no

mistake, it is work. If you love the idea of supporting us in this way, visit us at <https://www.friendsofjcl.org/page/volunteer> and fill out the form at the bottom of that page!

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

Board Chair Sims shared that he has had the opportunity to visit and tour the facility and saw firsthand this well-oiled machine where everyone is having fun! Also shared that their Pop-Up sales continue this Saturday.

JOHNSON COUNTY LIBRARY FOUNDATION:

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

Library Lets Loose Report

Planning is in full swing for this event. Library Lets Loose fundraiser will be Saturday, September 17th in person here at the Central Resource Library. Ms. Stollsteimer recognized the 24 community volunteers and the amazing leadership of board president Ava Christie and board member Julie Steiner who serves as chairperson of the organizing committee.

Grants for Incarcerated Services and elementia

Ms. Stollsteimer recognized several grants; Henderson Engineers made a \$3,000 grant for elementia, the teen literary program and Village Presbyterian Church granted \$4,000 for incarcerated services, the Library program that works with the adult residential center within the Johnson County Department of Corrections. We are thrilled and grateful for these dedicated community funders who give financial support to these impactful Library programs.

Check Presentation

The Foundation is happy to present the library with the largest amount to date at \$126,194.

Library Foundation members Anne Blessing, Bonnie Limbird, Chuck Sipple, Mark Burdolski and Leigh Anne Neal were on hand to take a photo with Library Board Members.

Mr. Casserley thanked the Foundation for this donation, expressed his appreciation for the time and effort that they continue to give to the community.

COUNTY COMMISSIONER REPORT:

Commissioner Hanzlick was unable to attend this meeting due to the Board of County Commission budget meeting running long, she sent her apologies.

BOARD COUNSEL REPORT

Contracts:

Fred Logan, Board co-counsel, reported on the Library Board's legal review of contracts that are approved.

Mr. Logan explained that Johnson County Library as a governing body of a separate taxing district has the legal authority to enter contracts. It does so either under the name of Johnson County Library or the Board of Directors of the Johnson County Library. Johnson County Library follows County policy with respect to purchases and contracting. County policy authorizes the County Librarian to review, approve, and execute contracts of less than \$100,000. Contracts of more than \$100,000 must come before the library board for approval.

Mr. Logan clarified that as the Library's Legal Counsel they review every contract that the Library enters. They do that as to the form of the language in the contract, and provide comments and proposed revisions. They also provide a certification when it is in final form and ready for approval by the Library Board or the County Librarian. There is a written record of counsel's review of each contract, in which any changes are proposed

and where counsel approve the contract as to form and certify it's ready for execution either by the County Librarian or by the Library Board.

Mr. Casserley explained that it is a tremendous number of contracts that are reviewed by our legal counsel. A majority of contacts are under the \$100,000 limit, the Board of Directors do not see those, but legal counsel reviews every single contract. Legal counsel's thoroughness is instrumental in ensuring that we do not get into a contract dispute. They assist in setting expectations for the services provided and how we are going to pay for those services. Legal counsel reviews all contracts and agreements for speakers, anything that is a legal transaction, including the Memorandums of Understandings with outside organizations are reviewed at the end of each year.

COUNTY LIBRARIAN REPORT

Finance Report

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

The end of April we were approximately 33% through the 2022 year, with a little over \$23.8 million, about 54% of projected revenues, on target for where we expect to be at this time of year. Expenses show at about \$18.6 million, 42% of our budget encumbered, which also on track with previous years, as we factor out the collection and interfund transfers we are around 31% and within parameters for this time of year.

Mr. Mendoza asked about breakdowns for salary breakdowns.

Mr. Vratny shared that the State Report has been shared on the Board Portal and that includes hourly rates for all staff.

Ms. Griffith asked if the Library has made a presentation to the Board of County Commissioners.

Mr. Vratny shared that the Library has made their budget presentation and there will be more information on that coming up later in the agenda.

Mr. Casserley assured Mr. Mendoza that if he would like additional details or information the Library staff will get that for him.

Statistics

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

Mr. Wathen reviewed the physical circulation and digital usage that is trending with past years, with a slight anomaly in 2021 in terms of physical use in April. Numbers from this year, 2022, are pre-COVID 2019 numbers for physical usage. In April we had to shut down our e-book products and holds in order to launch the Libby platform and that might have harmed our digital usage numbers.

Ms. Templin asked when the official date was for the cut over for Libby.

Mr. Wathen responded that the cut over was the last full week of May.

Mr. Wathen reviewed the visitation trends that are pacing upward from previous years but have not caught up to pre-COVID levels.

Mendoza asked about digital usage trends include using e-resources on a browser as well as on an application like Libby.

Mr. Wathen clarified that digital usage includes all paid products; e-newspapers, e-magazines, databases, e-books, and e-audiobooks. This does not include web page hits like internal resources that we post ourselves, like a list or blog on our webpage.

Mr. Casserley explained that we are seeing a slow return to pre-pandemic levels of foot traffic. This is common in service industries like restaurants and museums. It is going to take a while for the public to come back, but he said he was encouraged by the amount of traffic they are seeing with the summertime and Summer Reading.

Ms. Kilgore asked if picking up a hold is counted in the visitation numbers.

Mr. Casserley and Mr. Wathen discussed that this may be incorporated, but we can get an official answer for you for the next meeting.

Ms. Kilgore expressed that some people over and since the pandemic may have started utilizing holds through various pick-up methods that traditionally would have come into the library.

COMPREHENSIVE LIBRARY MASTER PLAN

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

Antioch Replacement Project

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

Next month we will bring the Property Conveyance Addendum #2 to the Board of Directors. Currently the Library is working with the City of Merriam for the Final Development Plan, then we will be on to property transfer and bond sale.

Mr. Sime gave some context around naming a new building. It is the role of the Library Board of Directors to name their buildings. For the Merriam library we asked the library's local history committee to generate historically and culturally significant options, which were then consulted with the library Administrative team and the City of Merriam's professional staff, to create a short list of options.

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

Mr. Dan Maginn with Dake Wells Architecture, is reading David Foster Wallace, *A Supposedly Fun Thing I'll Never Do Again* and the Jane Hawk series by Dean Koontz which he is reading on Libby. Mr. Maginn reported on an update for the design of the Antioch Replacement Project and this information is a part of the June Board Report.

Mr. Maginn reviewed some site plans for the building and the landscaping plan for the green roof. Plantings around the building are being chosen to start to inform patrons where to walk. The green roof is currently being designed with a diverse mix of plantings to allow for changes over the seasons and start to tell that story of the ecosystem of the site within the library as well. Mr. Maginn reviewed the floorplan of the library, as a collection of experience as well as collection of books.

Ms. Templin asked if the signing would be branded with the Johnson County Library or the Library's name. Mr. Maginn clarified that signage currently is slated to be Johnson County Library branding.

Mr. Maginn reviewed renderings showing the entrance, roof bump-ups, and the drive-thru. He also reviewed the material pallet that will be used and showed some interior renderings, highlighting how the wayfinding is making Holds and Returns obvious.

Ms. Griffith asked if the patio and transformer area will be an accessible space and if that would be gated or open.

Mr. Maginn clarified that space as a staff entry and that the design for that area is currently undefined, but it is certainly a staff entrance.

Mr. Mendoza expressed that this is a beautiful design and beautiful building. He asked if there was design consideration for using exposed concrete with the beautiful ceiling.

Mr. Maginn described that this is more of an architectural rubbed finish, polished and heightened concrete. Mr. Mendoza expressed that he likes the plans for plants and trees on the exterior and asked if there are plans for bike racks.

Mr. Maginn clarified that the Community Center does currently have bike racks, but that there will be coordination between facilities and the Community Center to make sure everything is very integrated so that bike riders are encouraged to come and feel safe leaving their bike.

Mr. Sims asked if these drawings are on the website.

Mr. Sime responded that we do have a few on the website and as we work through the approval process more drawings will be posted. We are currently working with the Meriam Community Center to display the 3D model and updated renderings.

DeSoto, Spring Hill and Edgerton Renewal Study

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

Covered background on the staff and public engagement that was completed. This study asked when patrons use the library and when they would like to use the library, patrons overall showed they wanted more access when buildings are not currently open. It also asked the community what their favorite things were about each location, what they would like to change. Mr. Sime reviewed the prioritization for each building. Currently we are exploring a different service model of non-staffed hours for patrons that would like more access.

Ms. Kilgore asked about the access to the Lenexa holds lobby and what secures the rest of the building.

Mr. Sime clarified that when the main library is closed there is a roll-down wall that secures the rest of the library, there is a special card needed that allow patrons to have access to that after hours hold lobby.

Mr. Sims asked if this was requested for more access to pick up holds or meetings rooms and computers as well.

Mr. Sime explained that survey results were not specific and that the Lenexa holds lobby is not exactly what we're envisioning here. We're looking at allowing full access to computers, printing and checking out materials.

Mr. Mendoza asked what the assumptions that public would like full access is based off.

Mr. Sime clarified that the survey showed that the public would like additional access to the library but did not specify what services specifically.

Ms. Kilgore asked if other libraries have done this and could we learn from them.

Mr. Sime explained that Jefferson County in Colorado does something similar with a small branch, they call it a 'ghost' library with this type of access.

Ms. Griffith explained that she attended an ALA conference in 2018 and attended a session about how to use technology and consider staff-less hours to expanded access to services. Ms. Griffith clarified that this was also a Board direction to investigate staff-less access.

Mr. Mendoza thanked Ms. Griffith for that context and clarified it seems logical to want to allow more hours at the library, but we would want to make sure this is a safe space and allow services like computer access. Mr. Mendoza questioned if doing this would meet this need.

Mr. Casserley clarified that the holds lobby at Lenexa was a test to see if people would use this during non-traditional times. We have found that people do sign up to use this service. What we are looking at here is to have access to the entire library and the full services of the library without a librarian present. We would need to add an RFID tag to gain entry and track who is using the space. This could be 24/7 but would likely start with limited extended access. The goal is to figure out how we can provide library services and access to this space safely and securely.

Mr. Mendoza thanked Mr. Casserley for that context and expressed his support for this.

Ms. Templin shared that she is from the De Soto area and from the community standpoint she sees a lot of after school usage. She asked about the 'Do use' and 'Would use' questions on survey, and did we get enough information around how they would like to utilize that space with extended hours. This may be an issue that may need to be further investigated.

Ms. Griffith asked also if hours needed to be reviewed based on use on weekend versus weekdays. She also supports clarifying when the community would like the library to be open.

Mr. Casserley clarified that the library did a comprehensive study of library hours and the hours have been adjusted based on usage.

Ms. Templin asked if the hour study was done for De Soto, she remembered this was done for Leawood study done reviewing those hours and adjusted closing and Sunday hours.

Mr. Casserley clarified that there was a secondary study conducted, after Leawood and we can do another study if the Library Board requests that. We want the library open at the times when the patrons need and want to use it.

Ms. Templin shared that she feels we may want to delve into what aspects of the library the patrons would like to see during additional hours.

Mr. Sims shared that the meeting space after hours depends on the space size, if it's 2 there may be other spaces for that and if it's 10 or 12 then that may be another issue.

Ms. Griffith thinks this is on-track and there may be something systemwide that we need to look at. She expressed her excitement about where this is heading and about making our libraries available to our community when they need them.

Overall Timeline

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

UPDATES – Sean Casserley, County Librarian

Mr. Sean Casserley, County Librarian, reported to the Board.

Cyber Security,

Michelle Beesley, Information Technology Manager reviewed CyberSecurity for the Library, this report is included in the June Board Report.

Ms. Beesley reviewed what IT emphasizes cybersecurity from a proactive standpoint and focuses on preparedness. The library uses a framework to review risks compared to standards to prioritize what to address and with which resources to address those. The library regularly coordinates with IT groups, area non-profits with similar interests, vendors, and law enforcement as well.

Mr. Mendoza asked what is assessed as the biggest risk for the library.

Ms. Beesley explained that ransomware is really our biggest risk. This is addressed continually through security awareness training with staff.

Mr. Mendoza asked if John is a security analyst for physical and cyber security.

Ms. Beesley clarified that he specializes in cybersecurity. We work closely with a physical security specialist, Tad Tidwell.

Mr. Casserley clarified that the County does audits, and they did an audit of physical security assets. Later in the agenda we'll be addressing some updates that were recommended through that audit to align with the County for physical security. Every employee is responsible for securing the building and having strong partnerships with the County and the local police.

Budget Presentation Report, Dave Vratny, Finance Director

Dave Vratny, Finance Director, reported on the Budget Presentation.

The Library took it's 2023 Fiscal Year Budget to the Board of County Commissioner (BOCC) meeting on May 19th and the BOCC did have a couple questions and comments for us. One Commissioner asked if improvements to the current Spring Hill location were appropriate and if we should be exploring options to partner with their school district. The Blue Valley project was brought up, even though that is not part of the 2023 budget, and at least one Commissioner expressed concerns with doing anything at the current Blue Valley location. There was also a question regarding the order of projects on the CLMP, specifically when

Prairie Village would start. There were some questions regarding our key performance areas and indicators, specifically asking if we were measuring the right things and if we are making progress in the areas, we think we need to make progress in. There was some discussion around the positions that are being asked for and we clarified the difference between the social media coordinator we are requesting and the digital medial coordinator that was recently added. Commissioner Hanzlick commended the Library e-resources and encouraged the community to use the e-resources that are available. We are waiting to hear back from the County Managers Office on discussion and deliberation that will take place at a meeting on June 16th.

Mr. Casserley added that we aligned with the County Managers Office with a .01 mill roll back. The Commission appreciated that you are being fiscally responsible. We did respond to the Commissioner that is interested with the Spring Hill School District with information that a study has been done and partnering with the school district did not make fiscal or logistical sense for the community.

Juneteenth Celebration

Elissa Andre, External Communication Manager reviewed the Juneteenth events and activities for the Library, this report is included in the June Board Report.

Juneteenth has been celebrated throughout the United States for more than a century, it is a recognition celebration of the end of slavery in the United States. June 19th marks the date in which union troops arrived in Galveston, Texas in 1865 assuring the freedom of all enslaved people in the state. Juneteenth has been an annual celebration across the country, and it became a national holiday in 2021 and last October the BOCC made it a County recognized holiday. The library has collaborated with county agencies and departments on the June 11th kickoff event, the June 19th observations, and various events within the library.

Ms. Andre reviewed the events and resources that the library has scheduled. There will be a 'Walk and Read' in the Johnson County Square space June 19th through 30th showcasing *Opal Lee and What It Means to be Free: The True Story of the Grandmother of Juneteenth* by Alice Faye Duncan and *Change Sings* by Amanda Gorman. Walk and Read allows you to read one book along a walkway and when you turn around you can read another book walking the other way.

Mr. Casserley thanked Ms. Andre for her report. He also recognized that this is Fred Logan's 40th year as Board Counsel with Johnson County Library. Mr. Casserley shared that Mr. Logan has been a tremendous support, wealth of knowledge, and great friend and legal counsel.

Mr. Mendoza thanked Mr. Logan for his stellar work, onboarding and for everything he's done for the Library and community.

Mr. Logan acknowledged that this has been a high honor. He recounted that the library has always been an important part of his life and is honored to have been able to work with such fantastic people, and that these librarians are the best of best.

CONSENT AGENDA

A. Action Items:

1. Minutes of the May 12, 2022 Regular Library Board meeting

B. Information Items

1. Financial and Personnel

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

C. Gift Fund Report

1. Treasurer's Report

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

Second: Ms. Templin seconded this motion.

Motion was approved unanimously

OLD BUSINESS

None

- A. **Action item: Approve motion pursuant to K.S.A. 12-1225b(a)(4) to appoint Tricia Suellentrop County Librarian effective July 1, 2022.**

Motion: Ms. Kilgore move, pursuant to K.S.A. 12-1225b(a)(5), that the Board of Directors of the Johnson County Library appoint Tricia Suellentrop to serve as County Librarian for the Johnson County Library commencing on the 1st day of July, 2022.

Second: Ms. Griffith seconded this motion.

Motion was approved unanimously

Board Chair Sims expressed that it is his pleasure to officially announce Tricia Suellentrop will be the newest Johnson County Librarian. Tricia has been with the Library for over 20 years, including the last 12 as the Deputy Librarian. During that time, she has served as the interim County Librarian at various times. Our library has a 90% approval rating and that is not possible without a very good, competent number two. Rather than go through her resume Mr. Sims wanted to say a few words about the process. He acknowledged that when Sean announced his retirement, he immediately thought that a national search would be needed and wondered how it would work. As the board began discussions, we decided that we already had a well-qualified candidate who we should talk to first rather than spending tens of thousands of dollars on a national search if we were ultimately going to hire Tricia. After hearing Tricia's presentation, her answers to our questions, her vision for the library and the confidence others had in her, it was obvious that Tricia is the right person to be the next Librarian. Mr. Sims said that while a national search firm would have brought to the library other qualified people with good vision, he was certain they would not have found a more qualified person. Meanwhile, we would have spent \$30,000 or more, delayed the hire several months, and worse, not have someone who is ready Day 1. So, without further ado Board Chair Sims officially "introduces" Tricia Suellentrop as the next County Librarian.

Mr. Casserley could not be prouder for Tricia and the Board; this is great for the community and he shared a memory of his time with Tricia.

Ms. Suellentrop thanked everyone and shared that she would not be the librarian she is without Sean.

Ms. Griffith expressed that she has really appreciated the past 5 years working with Sean and all that she's learned from him. She wished him happy trails, have fantastic adventures, and thanked him for all of his service.

NEW BUSINESS

- A. **Informational Item: Antioch Library Replacement: Naming the new building.**

Mr. Casserley explained that the naming of a building is part of the responsibility of the library BOD. Considering Alfonso and Mary Webb Library or Merriam Plaza Library. The Webb family was part of a case in 1949 dealing with desegregating schools, Webb vs School District. The second option is the Merriam Plaza Library, based on the location of the library. It is the staff's recommendation that it be called the Alfonso and Mary Webb Library.

Ms. Templin asked if there were more options.

Mr. Casserley said they started with a longer list, but these were the two that we could agree with.

Ms. Templin has concern about naming after a family or individuals could give the perception that the individuals gave money, and this could be setting a precedent to name a library after an individual. She also voiced the opinion that the Merriam Plaza name would be very vanilla and safe. Mr. Casserley expressed that this was more about an event rather than the family. If it is desired staff could share the entire list of names or consider additional names. Mr. Sims reminded that we have some time before opening to determine a name for this Library.

B. Action item: Consideration of approval of the Work Order Authorization for planned interior and exterior work at Gardner Library.

This is requested to approve the Work Order for this work, a closure for this work would come later as the Contractor is able to determine lead times. Approving this would allow the Contractor to ordering materials.

Motion: Ms. Templin move to approve the Work Order Authorization with Universal Construction Company for interior and exterior work at Gardner Library in an amount not to exceed \$423,553.

Seconded: Ms. Kilgore seconded this motion.
Motion was approved unanimously.

ADJOURNMENT

Motion: Ms. Kilgore moved to adjourn the meeting.
Second: Ms. Griffith seconded this motion.

Motion approved unanimously.

Meeting adjourned at 5:40 p.m.

SECRETARY _____
Kelly Kilgore

CHAIR _____
David Sims

SIGNED _____
Sean Casserley

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

			Receipts	Payments	Balance
	Opening cash balance				\$92,447.50
		Add Receipts	\$16.56		
		Less Payments		\$10,061.79	
	Ending Cash balance				\$82,402.27
		Less Liabilities		\$2,520.63	
	Unobligated cash balance				\$79,881.64

APPROVED: _____

DATE: _____

Briefing Sheet

To: Johnson County Library Board of Directors

From: Tricia Suellentrop, County Librarian

Date: July 14, 2022

Re: **Action Item: Antioch Library Replacement: Formation of a Naming Committee**

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

Suggested Motion: I move to form the Antioch Library Replacement Naming Committee with the following volunteer board members; [list volunteer Board Members].

Background: Johnson County Library staff produced a list of historically relevant naming options for the replacement of the Antioch branch, then worked with staff from the City of Merriam to bring back options that were: 1) not already in use at the City's Community Center, 2) potentially confusing or duplicative of another location in the City. The short list of names was mutually agreeable to the Library and City staff. This short list of names; The Alphonso and Mary Webb Library and The Merriam Plaza Library, was presented to the Board at the June Board meeting and no action was taken. The Board requested additional discussion and information on this issue.

It is a Library Board decision to determine the name for a new library location. A Library Board naming committee should consist of no more than three (3) Board Members. The work of this committee is to review existing naming options and potentially develop new options, working with staff from the Library and the City of Merriam to bring an option back to the Board for approval.

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

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

Recommendation: To form the Antioch Library Replacement Naming Committee which should consist of no more than three (3) Board Members.

Suggested Motion: I move to form the Antioch Library Replacement Naming Committee with the following volunteer board members; [list volunteer Board Members].

To: Johnson County Library Board of Directors
From: Tricia Suellentrop, County Librarian
Date: July 14, 2022
Re: **Antioch Replacement Project: Consider approving two agreements between the Board of Directors of the Johnson County Library (JCL) and the City of Merriam**

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

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

Suggested Motions:

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

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

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

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

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

- Revision of terms regarding Parking Structure maintenance and fees, including extending wireless internet access to the top level of the parking structure, desire to add Electric Vehicle charging stations, desire to work together regarding security camera placement and exterior security video footage.
- Revision of terms regarding Plaza and hillside landscaping and the Library relocating the City's infrastructure for a holiday tree.

Library

- Additional terms added regarding cooperating on wayfinding signage, sharing a flagpole, scheduling for the Plaza and other Vavra Development Spaces, and waste disposal on the site.

These agreements are anticipated to be acted upon at the July 25 meeting of the Merriam City Council.

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

Legal Review: JCL Counsel has reviewed the two agreements.

Funding Review: Funding for the Antioch Replacement project was included in the FY 2020 Adopted Budget.

Recommendation: Approve both agreements with the City of Merriam.

Suggested Motions:

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

RESOLUTION OF THE BOARD OF DIRECTORS OF THE JOHNSON COUNTY LIBRARY

A RESOLUTION APPROVING THE SECOND ADDENDUM TO PROPERTY CONVEYANCE AGREEMENT WITH THE CITY OF MERRIAM, KANSAS; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS AND THE TAKING OF OTHER ACTIONS TO CONSUMMATE THE TRANSACTION FOR CONVEYANCE OF REAL PROPERTY IN CONNECTION THEREWITH.

WHEREAS, the Board of Directors of the Johnson County Library (“Library Board”) is a body corporate and politic organized and validly existing under the laws of the State of Kansas, including specifically K.S.A. 12-1218 *et seq.*; and

WHEREAS, the Library Board and the City of Merriam, Kansas (“City”) are parties to the Property Conveyance Agreement dated October 10, 2019, as amended by the Addendum to Property Conveyance Agreement dated June 11, 2020 (“Property Conveyance Agreement”), for conveyance of real property located in and owned by the City comprising approximately .986 acres, more or less (“Property”); and

WHEREAS, the Library Board and City wish to amend the Property Conveyance Agreement with the Second Addendum to Property Conveyance Agreement (“Second Addendum”) and cause to be conveyed the Property from the City to the Library for the site of construction of an approximately fifteen thousand (15,000) sq. ft. library facility; and

WHEREAS, the Library Board hereby deems it necessary and desirable to approve the Second Addendum; and

WHEREAS, the Library Board deems it necessary and desirable to further authorize the County Librarian of the Johnson County Library, or her designee, to execute and enter into such documents and take certain other actions necessary to consummate and close the transaction for conveyance of the Property.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE JOHNSON COUNTY LIBRARY:

Section 1. Approval of Second Addendum. The Library Board hereby approves the Second Addendum and the transactions contemplated by it and the Property Conveyance Agreement.

Section 2. Further Authority. The Library Board hereby authorizes and directs the County Librarian of the Johnson County Library, or her designee, to take such further action, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the Library Board with respect to consummating and closing the transaction for conveyance of the Property, as provided in the Property Conveyance Agreement, as amended.

Section 3. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the Library Board.

[Remainder of page intentionally left blank.]

ADOPTED by the Board of Directors of the Johnson County Library on July 14, 2022.

David Sims
Chair

ATTEST:

Secretary

Resolution of Library Board
Second Addendum to Property Conveyance Agreement and
Conveyance of Real Property in Merriam, Kansas

SECOND ADDENDUM TO PROPERTY CONVEYANCE AGREEMENT

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

RECITALS

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

WHEREAS, the City is the owner of that certain property which is the subject of the Property Conveyance Agreement, as amended, and the subject of this Second Addendum and comprising approximately .968 acres, more or less, with a revised legal description provided in this Second Addendum in the attachment marked as **Exhibit A** and incorporated in this Second Addendum by reference (the “**Property**”), which now includes land underneath a Project roof overhang that would otherwise exist in the airspace above the City’s property, and located west of Slater Street and east of Ikea Way which is on land that is currently used as Lucyann C. Vavra Memorial Park in Merriam, Kansas; and

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

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

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

7. **This Second Addendum, the First Addendum, and the Property Conveyance Agreement to Be Recorded; Agreements in this Addendum Survive Closing.** The Parties agree that this Second Addendum, the First Addendum and the Property Conveyance Agreement shall be recorded. The agreements made in this Second Addendum shall survive Closing and shall continue in force and effect until released by written agreement of the Parties or until JCL is no longer operating a branch library facility on the Property.

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

9. **Miscellaneous.**

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

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

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

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

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

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

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

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

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

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

CITY:

CITY OF MERRIAM, KANSAS

By: _____
Bob Pape, Mayor

Attest:

Juliana Pinnick, City Clerk

Approved As To Form:

Ryan Denk, City Attorney

ACKNOWLEDGMENT

STATE OF KANSAS)
)ss.
COUNTY OF JOHNSON)

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

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

Notary Public

My Commission Expires: _____

JCL:

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

By: _____
David Sims
Chair

Approved as to Form:

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

ACKNOWLEDGMENT

STATE OF_KANSAS)
)ss.
COUNTY OF JOHNSON)

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

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

Notary Public

My Commission Expires: _____

EXHIBIT A

Updated Legal Description

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

ANTIOCH LIBRARY LEGAL DESCRIPTION

All that part of Lot 1, VAVRA, a subdivision of land in the City of Merriam, Johnson County, Kansas, this original legal description being prepared on June 24, 2022, by me, Lee A. Hermreck, Professional Surveyor, Kansas License No. 1232, and with said part being more particularly described as follows:

COMMENCING at the most Easterly Southeast corner of said Lot 1, said point also being on the West right-of-way line of Slater Street, as now established; thence N 2° 01' 52" W, along the East line of said Lot 1 and along the West right-of-way line of said Slater Street, a distance of 175.86 feet, to the POINT OF BEGINNING; thence S 87° 57' 16" W, a distance of 212.79 feet; thence N 2° 05' 17" W, a distance of 147.08 feet; thence N 23° 19' 56" E, a distance of 101.70 feet; thence S 67° 02' 51" E, a distance of 186.86 feet, to a point on the East line of said Lot 1 and the West right-of-way line of said Slater Street; thence S 2° 01' 52" E, along the East line of said Lot 1 and along the West right-of way line of said Slater Street, a distance of 160.00 feet, to the POINT OF BEGINNING.

EXHIBIT B

Updated Development Diagram

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

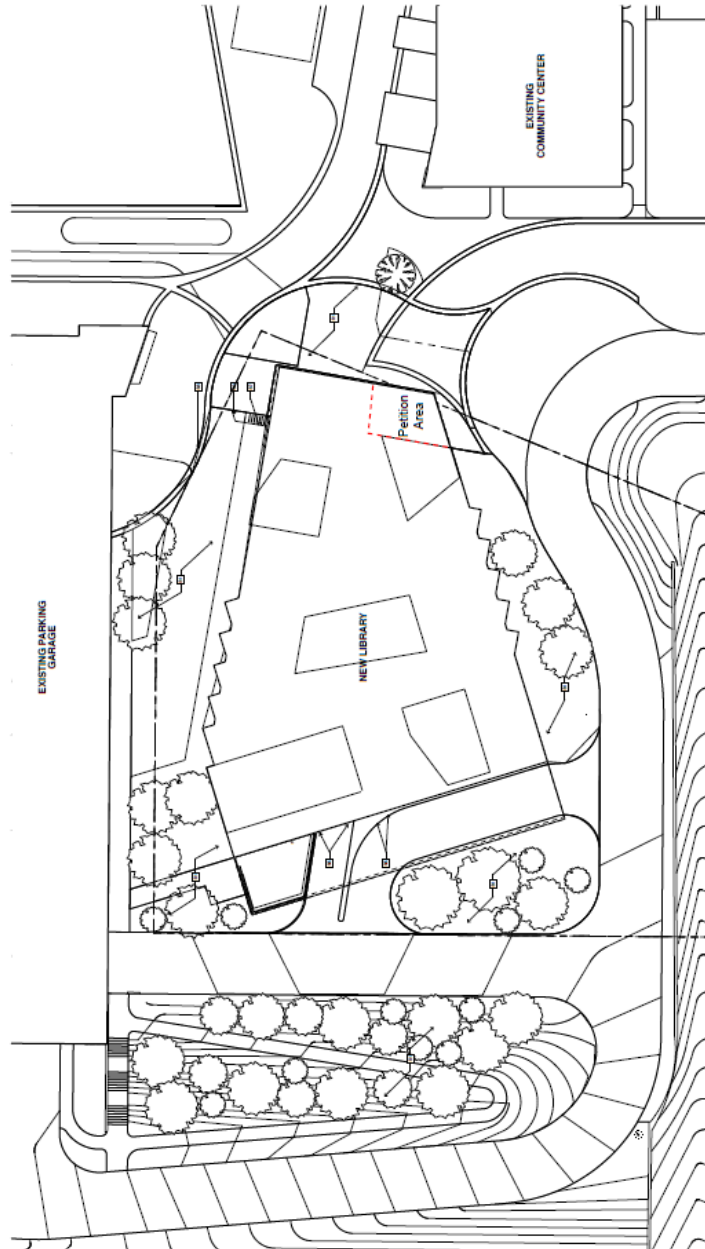


EXHIBIT C

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

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

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

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- g. Internal Access Drive Maintenance Fee. JCL shall pay to the City an annual fee for Drive Maintenance (“**Drive Maintenance Fee**”). The City shall calculate the Drive Maintenance Fee based on JCL’s proportionate use of the Internal Access Drive, which is determined by the proportion of the 46 parking spaces for JCL Parking compared to the total number of parking spaces, 202 spaces, in the Parking Structure, or 22.7%. The Drive Maintenance Fee shall be strictly for the actual costs of maintenance and not for construction or repair costs of the Internal Access Drive.
 - i. Unless otherwise agreed in writing by the parties, JCL shall annually pay the Drive Maintenance Fee to the City in a lump sum commencing with the first payment due within thirty (30) days after the Effective Date and shall be paid annually thereafter, within thirty (30) days after submission to JCL of an invoice for such Drive Maintenance Fees.
 - ii. After five (5) years from the Effective Date and every five (5) years thereafter, the Parties agree to adjust the amount of the Drive Maintenance Fee, if necessary, to increase or decrease the amount, as appropriate, based upon the City’s actual costs incurred in the fifth year of the term. The annual Drive Maintenance Fee shall be strictly for the actual costs of Drive Maintenance and not for construction or repair costs. The Parties shall cooperate to determine the Drive Maintenance Fee to be paid in each of the first five years from the Effective Date not later than the date JCL receives a certificate of occupancy or temporary certificate of occupancy (TCO) for the Facility, whichever is earliest.
 - h. Maintenance of JCL Property contemplated in this Restated Maintenance Agreement does not include maintenance by the City of any “green roof” existing on the Facility, if any. Maintenance of a “green roof” on the Facility, if any, is the sole responsibility of the Library.
5. Agreement on Design, Use, Management, and Maintenance of Vavra Development Plaza. The Parties acknowledge that section 3.4 of the Property Conveyance Agreement addresses the City’s development and construction of the Vavra Development Plaza (“**Plaza**”) and provides for the City and JCL to comply with the terms of this Restated Maintenance Agreement for use, management, and maintenance of the Plaza, as follows:
- a. Plaza Landscaping and Paved Area Design and Installation. JCL and City agree to the unified shared Plaza design including benches, paving, and relocated infrastructure serving holiday ornament and decoration installation, including but not limited to a holiday tree, as presented on the Development Diagram. JCL shall remove and replace landscaping and paving on and adjacent to the Property affected by construction of the Facility and improvements on the Property at JCL’s cost. JCL agrees to maintain mostly open sight lines in the space between the Facility and Parking Structure, including the Adjoining Area, such that this landscaping does not increase darkness or shade within the Parking Structure. JCL and City acknowledge JCL’s preference is to landscape the Adjoining Area with native

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

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

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

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

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

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

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

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

CITY:

CITY OF MERRIAM, KANSAS

By: _____
Bob Pape, Mayor

Attest:

Juliana Pinnick, City Clerk

Approved As To Form:

Ryan Denk, City Attorney

ACKNOWLEDGMENT

STATE OF KANSAS)
)ss.
COUNTY OF JOHNSON)

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

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

Notary Public

My Commission Expires: _____

JCL:

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

By: _____
David Sims
Chair

Approved As To Form:

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

ACKNOWLEDGMENT

STATE OF_KANSAS)
)ss.
COUNTY OF JOHNSON)

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

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

Notary Public

My Commission Expires: _____

EXHIBIT A

Property Legal Description and Survey

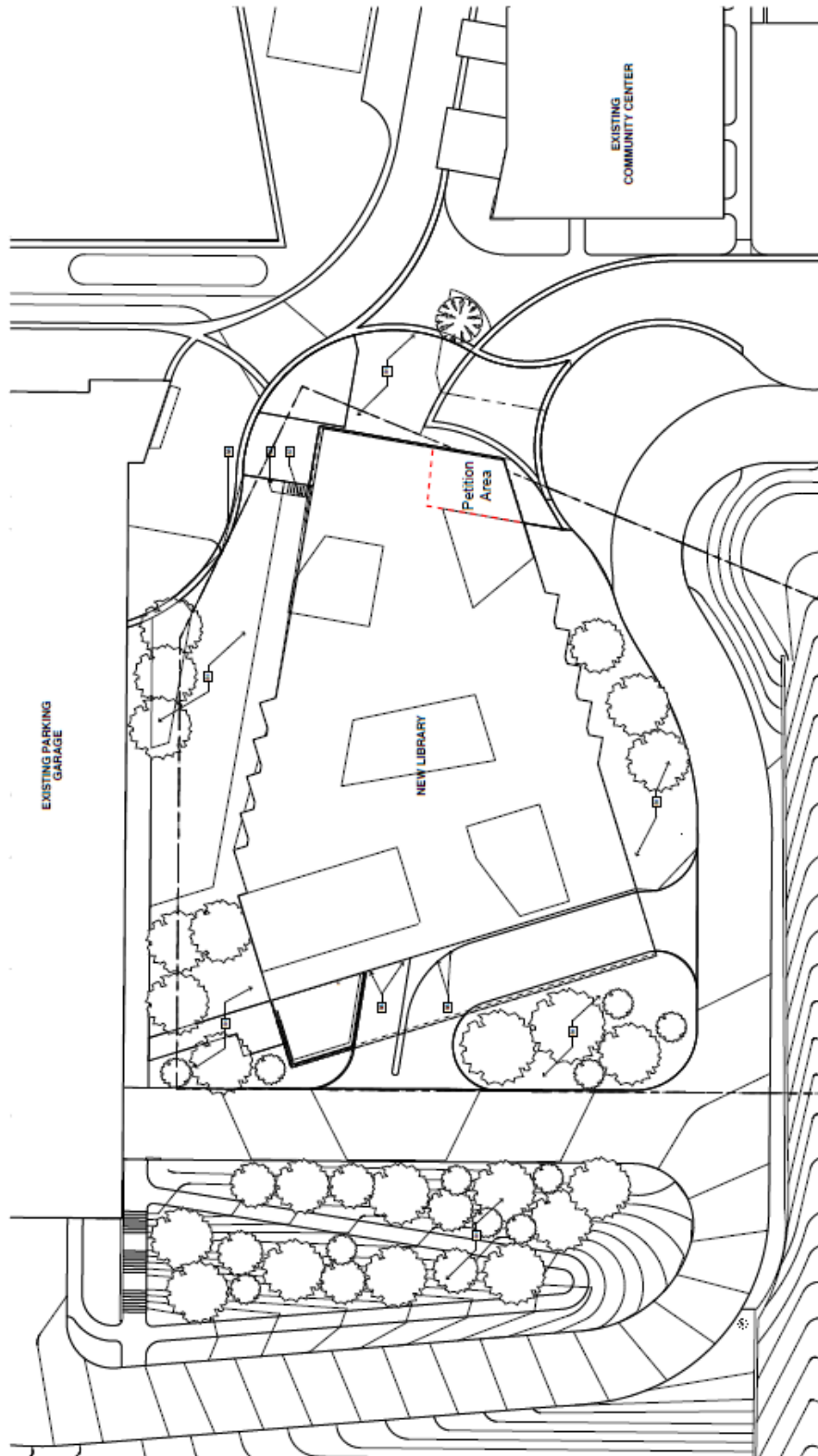
[Remainder of page intentionally left blank; Exhibit A follows.]

ANTIOCH LIBRARY LEGAL DESCRIPTION

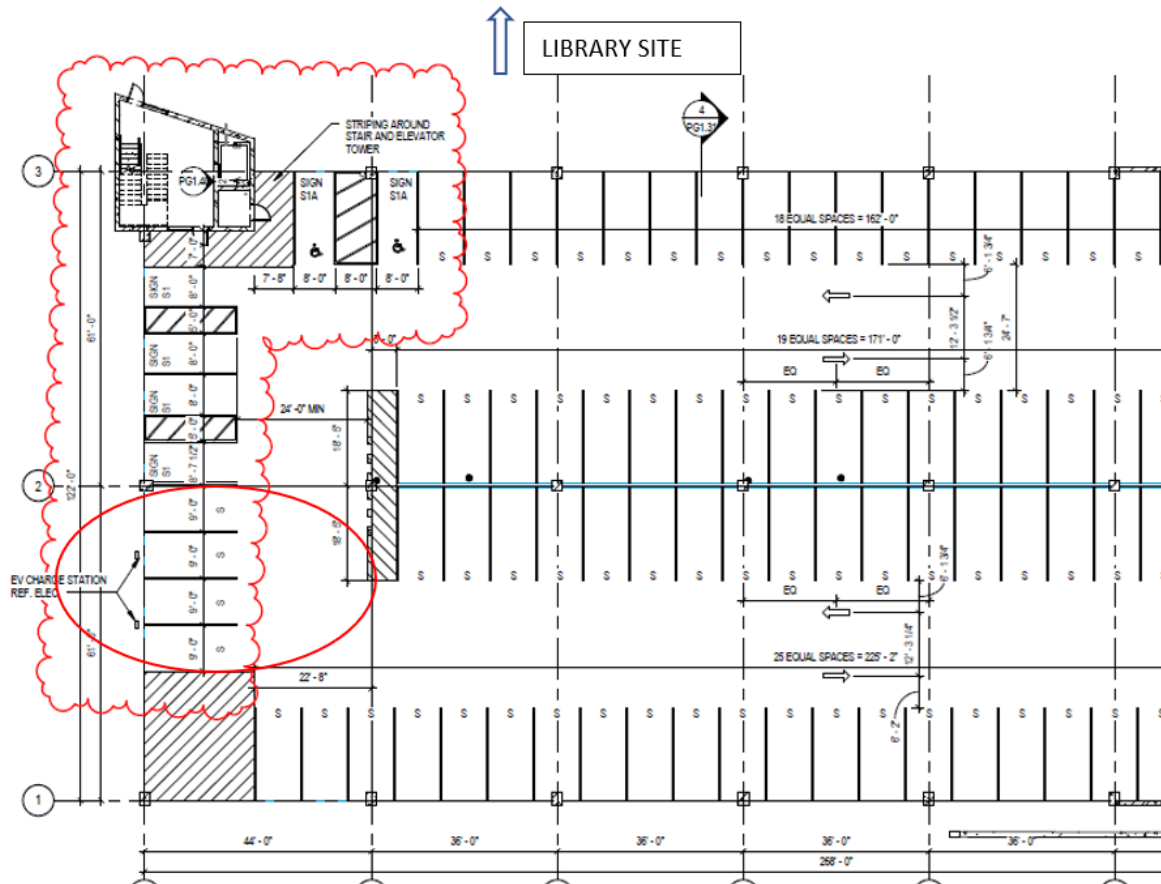
All that part of Lot 1, VAVRA, a subdivision of land in the City of Merriam, Johnson County, Kansas, this original legal description being prepared on June 24, 2022, by me, Lee A. Hermreck, Professional Surveyor, Kansas License No. 1232, and with said part being more particularly described as follows:

COMMENCING at the most Easterly Southeast corner of said Lot 1, said point also being on the West right-of-way line of Slater Street, as now established; thence N 2° 01' 52" W, along the East line of said Lot 1 and along the West right-of-way line of said Slater Street, a distance of 175.86 feet, to the POINT OF BEGINNING; thence S 87° 57' 16" W, a distance of 212.79 feet; thence N 2° 05' 17" W, a distance of 147.08 feet; thence N 23° 19' 56" E, a distance of 101.70 feet; thence S 67° 02' 51" E, a distance of 186.86 feet, to a point on the East line of said Lot 1 and the West right-of-way line of said Slater Street; thence S 2° 01' 52" E, along the East line of said Lot 1 and along the West right-of way line of said Slater Street, a distance of 160.00 feet, to the POINT OF BEGINNING.

EXHIBIT B
Development Diagram



Electric Vehicle Charging.



To: Johnson County Library Board of Directors
From: Tricia Suellentrop, County Librarian
Date: July 14, 2022
Re: **Revision to Policies 20-80-24 and 20-80-25, relating to Library Petitioning and Picketing designated spaces**

Issue: Consider approving revisions to the following policies.

1. ARM 20-80-24: Picketing and Protests
2. ARM 20-80-25: Solicitation, Petitioning, or Distribution of Literature in Libraries

Suggested Motions:

1. I move to approve the revisions to ARM 20-80-24: Picketing and Protests.
2. I move to approve the revisions to ARM 20-80-25: Solicitation, Petitioning, or Distribution of Literature in Libraries.

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

Analysis: The Library staff desires to change these two policies to give the County Librarian authority to temporarily close or relocate the designated area for petitioning on Election Days or days where advanced voting is occurring. We believe temporarily relocating will provide the required 250 feet of distance between the designated area and polling place entrances.

Alternatives: 1) Not approve revisions to these policies, which would create potential legal issues.

Legal Review: JCL Counsel has reviewed the revisions to these policies.

Recommendation: Approve revisions to both policies.

Suggested Motions:

1. I move to approve the revisions to ARM 20-80-24: Picketing and Protests.
2. I move to approve the revisions to ARM 20-80-25: Solicitation, Petitioning, or Distribution of Literature in Libraries.

ADMINISTRATIVE REGULATIONS

TAB: Patron Services

DOCUMENT NUMBER: 20-80-24

SECTION: Facility Usage

SUBJECT: PICKETING AND PROTESTS

SUMMARY

This regulation describes the Library Board's policy on reacting to public demonstrations on library property.

Effective Date:

August 17, 2011

Reviewed:

October 4, 2017

October 27, 2021

July 14, 2022

POLICY

a. Peaceful demonstrations and picketing are permitted on Library property in areas designated by staff, unless the activity obstructs traffic or interferes with Library patrons' use of the Library. If Library uses and/or traffic is obstructed, Library personnel will call local police.

b. Demonstrators and picketers are responsible for following all laws, including municipal rules and regulations.

c. The County Librarian may, on Election Day and/or during Advanced Voting, direct staff to temporarily relocate or close a library's designated area if the area is too near a polling place, pursuant to KSA 25-2430.

PROCEDURES

The County Librarian maintains written procedures to implement the terms of this policy.

July 14, 2022

ARM 20-80-24 End

ADMINISTRATIVE REGULATIONS

TAB: Patron Services

DOCUMENT NUMBER: 20-80-25

SECTION: Facility Usage

SUBJECT: SOLICITATION, PETITIONING OR DISTRIBUTION OF LITERATURE IN LIBRARIES

SUMMARY

This regulation establishes the policy for solicitation -- which may include soliciting for petitions, personal campaigning, and personal distribution of literature to Library employees or Library patrons in Library buildings and on Library grounds.

Effective Date:

Reviewed

August 17, 2011

October 4, 2017

July 14, 2022

POLICY

a. Persons are prohibited from engaging in the personal distribution of literature and/or solicitation of Library employees and Library patrons in Library buildings and on Library grounds, with exceptions noted below. Government agencies that disseminate information in Library buildings pursuant to the approval of the County Librarian are not engaged in solicitation, petitioning, or distribution of literature, as defined in this regulation.

Limited
Exceptions for
Petitioning and
Distribution of
Literature

b. Petitioning is allowed in the following circumstances: Inside a library, petitions are allowed only in the context of scheduled meetings in library meeting rooms. Petitioners may not stand outside the library meeting rooms. Petitioners may stand outside library buildings on library property in areas designated by staff, away from entrances, but must not impede traffic, or pursue patrons. The County Librarian may, on Election Day or during Advanced Voting, direct staff to temporarily relocate or close a designated area if the area is too near a polling place, pursuant to KSA 25-2430. Literature may be distributed at locations designated by library staff outside library buildings on library property in areas designated by staff, away from entrances, but must be done in a manner that does not impede traffic. Persons are prohibited from selling or soliciting donations within the petitioning zone

Library is
Neutral

Employees'
Charitable
Works

c. The Johnson County Library maintains a content and viewpoint neutral position regarding any activity that takes place in the petitioning zones and consistent with our Patron Code of Behavior 20-10-50.

d. The County Librarian will maintain written procedures and guidelines to direct Library employees' distribution or solicitation of contributions for charitable organizations among other Library employees, if the County Librarian determines that such distribution of literature or solicitation of contributions among Library employees will not interfere with Library employee work.

| July 14, 2022

ARM 20-80-25 End