



**Board Report  
August 10, 2023**

## AGENDA

JOHNSON COUNTY LIBRARY BOARD OF DIRECTORS  
REGULAR MEETING, AUGUST 10, 2023  
Central Resource Library  
Carmack Community Room  
9875 W 87th St Overland Park, KS 66212  
4:00 p.m.

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

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

- I. Call to Order
- II. Citizen Comments
- III. Remarks
  - A. Members of the Johnson County Library Board of Directors
  - B. Board Chair, Bethany Griffith
  - C. Development Department: Written reports presented by Amber Bourek Slater, Volunteer Services Coordinator.....4
  - D. Liaison, Board of County Commissioners, Janeé Hanzlick
- IV. Reports
  - A. Board Counsel – Andrew Logan and Fred Logan
    - a) Review of Freedom to Read ARM 10-20-30
    - b) Communication during RFP Process
  - B. County Librarian Report – Kinsley Riggs, Deputy County Librarian
    - 1. Finances and Statistics
      - a) Financial Report, Dave Vratny, Finance Director.....8
        - i. Budget Committee
      - b) Core statistics, Adam Wathen, Associate Director for Branch Services.....13
        - i. Communications Trends, Elissa Andre, External Communication Manager and Ben Oglesby, Marketing Specialist .....16
    - 2. Comprehensive Library Master Plan, Scott Sime and Megan Clark, Project Coordinators
      - a) Merriam Plaza Library.....35
      - b) Capital Projects: Timeline Summary.....39
    - 3. Updates – Kinsley Riggs, Deputy County Librarian
      - a) Election Support Update, Kinsley Riggs, Deputy County Librarian
      - b) Catholic Charities Update, Jared Harper, Branch Manager and Adam Wathen, Associate Director for Branch Services
      - c) Library Day at the K, Ben Sunds, Associate Director for Customer Experience.....42
- V. Consent Agenda
  - A. Action Items:
    - 1. Minutes of the July 13, 2023 Regular Library Board meeting.....43

B. Information Items

1. Financial and Personnel

- a) The County Librarian and the Finance Director certify those payment vouchers and personnel authorizations for June 2023 were handled in accordance with library and County policy.
- b) The June 2023 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.....55

VI. Old Business

- A. Action item: Consideration of approval of the MOU with non-profit group Strawberry Week for distribution of free period product, Anna Madrigal, Branch Manager and Adam Wathen, Associate Director for Branch Services.....56
- B. Action Item: Consideration of approval of the Key Performance Areas for the Johnson County Library Strategic Plan 2024-2028, Kinsley Riggs, Deputy County Librarian.....59

VII. New Business

- A. Information Item: County Librarian Appraisal Review Committee Updates, Kelly Kilgore, Vice Board Chair.....61
- B. Information Item: Consideration of approving Term and Supply for Communication vendors, Elissa Andre, External Communication Manager and David Vratny, Finance Director.....67
- C. Information Item: Consideration of approval of Memorandum of Understanding (MOU) with the City of Prairie Village to Jointly Engage in a Site Design Study and Gather Public Input and Feedback, Scott Sime and Megan Clark, Project Coordinators.....69
- D. Information Item: Consideration of approving contract with a vendor to replace elevator equipment at Corinth, Scott Sime and Megan Clark, Project Coordinators.....78
- E. Action Item: Consideration of approving contract with a vendor to replace elevator equipment at Cedar Roe, Scott Sime and Megan Clark, Project Coordinators.....88
- F. Action Item: Formation of Budget Review Committee, David Vratny, Finance Director.....98
- G. Action Item: Consideration of approval of Memorandum of Understanding (MOU) with Overland Park Parks and Recreation for the Walk and Read, Jennifer Mahnken, Associate Director for Systemwide Services.....103

VIII. Adjournment



Monthly Report of the  
Friends of Johnson County Library to the  
Board of Directors of Johnson County Library  
August 2023

Thank you for this opportunity to highlight recent news and accomplishments on behalf of the Friends of Johnson County Library.

**Friends Executive Director**

I am delighted to share with you that I have accepted a promotion to Executive Director of the Friends of Johnson County Library. When I began volunteering at the former Antioch Bookstore in January 2010, I had no idea how impactful that simple choice to give back to my community would be. I am deeply grateful for this opportunity to continue public service as leader of a group of committed, passionate Johnson County Library lovers and advocates. I am elated by what this means for the strength and development of the Friends: I may be our First ED, but I most certainly will not be our last.

**Operations Training**

After a five-year hiatus, our annual volunteer refresher sessions have returned! Given the scale of our sorting and sales operations – 350,000 – 600,000 items processed **each year** – there is much to know and remember to keep things running so smoothly and safely. Friends staff and volunteers took over the Carmack Room for a morning to exchange information and ideas and enjoy each other's company outside of the usual warehouse setting. Major kudos to my team as well as Amber Bourek Slater and the Development Department for making this happen.

**Target Circle Pays Off**

To everyone who voted for us during our three-month run in Target Circle's Giving program, a HUGE THANK YOU is due! Between April 1 – June 30, **88,988** votes were cast in support of the Friends, resulting in an unrestricted gift of nearly \$3,000. We are humbled by the volume of support; it's a clear reminder of exactly how much our communities care about this remarkable Library system and the people who bring it to life.

Respectfully submitted,  
Shanta Dickerson, Executive Director





Monthly Report of the  
Volunteer Coordinator to the  
Board of Directors of Johnson County Library  
August 2023

**Summer Teen Volunteer Program**

Johnson County Library had 134 youth participate in teen specific volunteer opportunities contributing over 2,700 service hours between June 1 – July 31, 2023. On Friday, July 28<sup>th</sup>, we had an end of summer celebration at Central complete with cupcake decorating, video games, and making a project in the Black & Veatch MakerSpace.

**ELL Conversation Partners**

Due to a significant increase in English Language Learner volunteers, we will be able to offer Conversation Partners for students who need additional practice. The focus will be enunciation as some students don't have someone to practice English with outside of class time. The Conversation Partner groups will include two volunteers who are fluent in English with a couple of students. The groups will meet at the library for one hour a week during the fall trimester. Volunteers are currently shadowing classes to get to know the students.

**Volunteer Coordinator attends the MAVA conference**

In mid-July, the Volunteer Service Coordinator attended the Minnesota Alliance for Volunteer Advancement (MAVA) in St. Paul, MN. This training organization has been around for 22 years and has facilitated this best practice conference for several years. The conference focused on making volunteer opportunities more inclusive, new ways to recruit volunteers, and making your volunteer program more strategic. The Volunteer Services Coordinator was also able to network with over 150 volunteer coordinators from across the country including library and tutoring coordinators.



Monthly report of the  
Johnson County Library Foundation to the  
Board of Directors of the  
Johnson County Library  
August 2023

### **Grants Received**

The Johnson County Library Foundation has received a grant of \$5,000 from Flarsheim Charitable Foundation to support BrainFuse for patrons. Combined with a donation from the R.A. Long Foundation last month, we have a total of \$8,000 of support for this service that provides students online tutoring.

### **Why I Give**

The JCL Foundation asks donors to write why they give to the Foundation to support the library. Right now, we are featuring board member Stann Tate who is also the co-chair of Library Lets Loose and will be our DJ that evening. Stann's energy and excitement about the library is infectious. Take a look at [www.jocolibraryfoundation.org](http://www.jocolibraryfoundation.org).

### **Library Lets Loose – September 23<sup>rd</sup>**

August 11<sup>th</sup> is the last day for discounted tickets to Library Lets Loose. Be sure to grab them quickly.

Last month we featured our food and beverage vendors, this month we want to highlight and thank our sponsors.

### **Presenting Sponsor – Black & Veatch**

Andrews McMeel Universal  
Anne and Bill Blessing  
Logan Logan & Watson, L.C.  
Vickie and Dale Trott  
Friends of Johnson County Library  
Leigh Anne and Bill Neal  
Stepp & Rothwell, Inc.  
Sarah and Jon Baum  
Chris Anderson and Lyn Buckley  
Lathrop and Gage  
Lisa Larson-Bunnell and Nick Bunnell  
Creative Planning, Inc.  
Johnson County Community College Foundation  
Kansas City Mom Collective  
Kansas Gas Service  
Shawnee Mission Post  
Erwin and Phyllis Abrams  
Clark & Enersen  
Country Club Bank

Dysart Taylor McMonigle Brumitt & Wilcox, P.C.  
Zack and Susan Hangauer  
Suzanne and Paul Koontz  
Brad Korris and Missy Bruhn  
Bonnie and Chris Limbird  
Shamita & Rajiv Mahajan  
Amanda Vega-Mavec and Ethan Mavec  
Shelley O'Brien  
Nitin Pai  
Julie Steiner  
Stephanie and Greg Stollsteimer  
Titan Built, LLC

**JOHNSON COUNTY LIBRARY: Summary of Expenditures by Cost Category (.75 Increase Only)**  
**June 2023**  
**50% of Year Lapsed**

**OPERATING FUND**

	<b>2023 Budget</b>
<b>Programs</b>	
Revenue	4,491,024
Administrative Services	
Information Technology	
Collection Development	
Branch/Systemwide Services	93,800
Transfer to Capital Projects	1,949,485
Interfund Transfers	
<b>TOTAL OPERATING FUND EXPENDITURES</b>	<b><u>\$2,043,285</u></b>
<b>TOTAL .75 INCREASE FUNDS REMAINING OPERATING</b>	<b><u><u>\$2,447,739</u></u></b>

**SPECIAL USE FUND**

	<b>2023 Budget</b>
Revenue:	3,619,470
Expenses:	
Contractual Services (General Maintenance)	
Commodities (Capital Equipment)	138,802
Transfer to Debt Payment	
Transfer to Debt Payment - CLMP	467,774
Transfer to Capital Projects	
<b>TOTAL SPECIAL USE FUND EXPENDITURES</b>	<b><u>\$606,576</u></b>
<b>TOTAL .75 INCREASE FUNDS REMAINING SPECIAL USE</b>	<b><u><u>\$3,012,894</u></u></b>
<b>TOTAL .75 INCREASE FUNDS REMAINING ALL FUNDS</b>	<b><u><u>\$5,460,633</u></u></b>

# JOHNSON COUNTY LIBRARY TOTAL REVENUE REPORT

June 2023  
50% of Year Lapsed

REVENUE ALL FUNDS	2023 Year to Date	2023 Budget	% Budget Year to Date	% Budget YTD Prior Year
Ad Valorem	40,018,281	41,255,380	97%	96%
Ad Valorem Delinquent	-288,773	208,493	-139%	71%
Motor Vehicle	1,751,764	3,537,320	50%	49%
Library Generated - Copying/Printing	46,290	104,359	44%	35%
Library Generated - Overdues / Fees	62,551	506,271	12%	31%
Sale of Library Books	0	50,000	0%	50%
Misc Other	1,307	18,703	7%	3%
Reimbursements	121,395	630,043	19%	11%
Library Generated - Other Charges	0	0	0%	0%
Investment	334,686	390,000	86%	88%
Unencumbered Balance Forward	0	1,000,000	0%	0%
Transfer from Capital Projects	0	0	0%	0%
Recreational Vehicle Tax	14,570	18,094	81%	92%
Commercial Vehicle Tax	55,428	56,733	98%	98%
Heavy Trucks Tax	4,412	6,251	71%	74%
Rental Excise Tax	26,344	37,610	70%	56%
State and Federal Grants	132,569	265,638	50%	50%
<b>TOTAL REVENUE</b>	<b>42,280,823</b>	<b>48,084,895</b>	<b>88%</b>	<b>90%</b>

## Expenses ALL FUNDS with Collection

Encumbrance	2023 Year to Date	2023 Budget	% Categories Expended
Salaries and Benefits	11,124,044	23,741,078	47%
Contractual Services	3,616,960	6,300,803	57%
Commodities	3,546,116	5,095,281	70%
Risk Management Charges	75,922	304,538	25%
Capital / Maintenance / Repair	2,043,285	5,497,634	37%
Transfer to Capital Projects	467,774	3,619,470	13%
Grants	132,569	265,638	50%
Interfund Transfer	3,265,499	3,260,453	100%
<b>TOTAL EXPENDITURES</b>	<b>24,272,169</b>	<b>48,084,895</b>	<b>50%</b>

Revenue - Expenses as of June 30, 2023 **18,008,654**

<b>RESERVES ALL FUNDS</b>	<b>As of 12/31/22</b>
Reserves Operating Fund	17,438,848
Reserves Special Use Fund	2,464,433
<b>Total JCL Reserves</b>	<b>19,903,281</b>

**JOHNSON COUNTY LIBRARY: Summary of Expenditures by Cost Category**  
**June 2023**  
**50% Year Lapsed**

<b>OPERATING FUND</b>		<b>2023</b>	<b>2023</b>	<b>% Program</b>
	<b>Programs</b>	<b>Year to Date</b>	<b>Budget</b>	<b>Expended</b>
	Administrative Services	2,683,003	4,398,511	61%
	Information Technology	1,913,477	4,409,160	43%
	Collection Development	1,949,737	4,011,480	49%
	Branch/Systemwide Services	9,913,823	22,081,847	45%
	Risk Management Charges	75,922	304,538	25%
	Grants *	54,974	265,638	21%
	Transfer to Capital Projects	1,949,485	5,497,634	35%
	Interfund Transfer	3,265,499	3,195,912	102%
<b>TOTAL OPERATING FUND EXPENDITURES</b>		<b>21,805,922</b>	<b>44,164,720</b>	<b>49%</b>

<b>SPECIAL USE FUND</b>		<b>2023</b>	<b>2023</b>	<b>% Budget</b>
		<b>Year to Date</b>	<b>Budget</b>	<b>Expended</b>
	Contractual Services (General Maintenance)	0	173,705	0%
	Commodities (Capital Equipment)	138,807	127,000	109%
	Transfer to Debt Payment	0	0	0%
	Transfer to Capital Projects	467,774	3,619,470	13%
<b>TOTAL SPECIAL USE FUND EXPENDITURES</b>		<b>606,581</b>	<b>3,920,175</b>	<b>15%</b>

<b>TOTAL EXPENDITURES</b>	<b>22,412,503</b>	<b>48,084,895</b>	<b>47%</b>
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**JOHNSON COUNTY LIBRARY: Summary of Expenditures by Type**  
**June 2023**  
**50% Year Lapsed**

<b>ALL FUNDS</b>		<b>2023</b>	<b>2023</b>	<b>% Categories</b>
	<b>Categories</b>	<b>Year to Date</b>	<b>Budget</b>	<b>Expended</b>
	Salaries and Benefits	11,124,044	23,741,078	47%
	Contractual Services	3,616,960	6,300,803	57%
	Commodities	1,764,045	5,095,281	35%
	Risk Management Charges	75,922	304,538	25%
	Capital / Maintenance / Repair	2,043,285	5,497,634	37%
	Transfer to Debt Payment	0	0	0%
	Transfer to PBC Capital Leases	467,774	3,619,470	13%
	Grants	54,974	265,638	21%
	Interfund Transfer	3,265,499	3,260,453	100%
<b>TOTAL EXPENDITURES</b>		<b>22,412,503</b>	<b>48,084,895</b>	<b>47%</b>

GRANTS*						
	Expenditures through 06/30/2023	Source	Received	Expenditures	Grant Award	Budget Remaining
285000091	2023-State Aid	State	3/29/2023	\$54,973.98	\$132,568.53	\$77,594.55

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

Expenditure of Friends of the JCL Donations 2023

<i>Expenditure Details</i>	<i>June</i>	<i>YTD</i>
Volunteer Recognition	\$0.00	\$0.00
Advertising/Promotion	0.00	0.00
Collection Materials	0.00	0.00
Professional Development/Staff Recognition	260.77	570.77
Technology/Recruitment Consulting & Expenses	0.00	0.00
Strategic Planning meeting supplies	0.00	0.00
GEM Award/Staff Recognition	0.00	0.00
Homework Help and Tutor.com	0.00	0.00
Summer Reading Club/Elementia	0.00	0.00
Other Library Programming	0.00	0.00
MidAmerica Regional Council	0.00	0.00
Joint Board Meeting Expense	0.00	0.00
Board Travel Expenses	0.00	0.00
Board Retreat Expenses	0.00	0.00
Miscellaneous	0.00	0.00
<b>Total Expenditures</b>	<b>\$ 260.77</b>	<b>\$ 570.77</b>

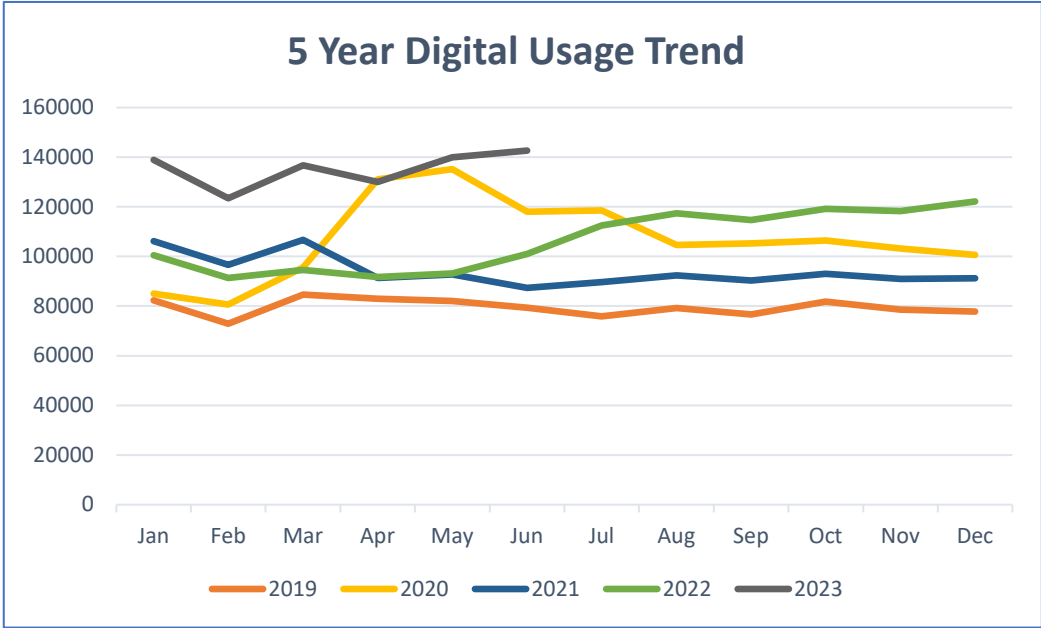
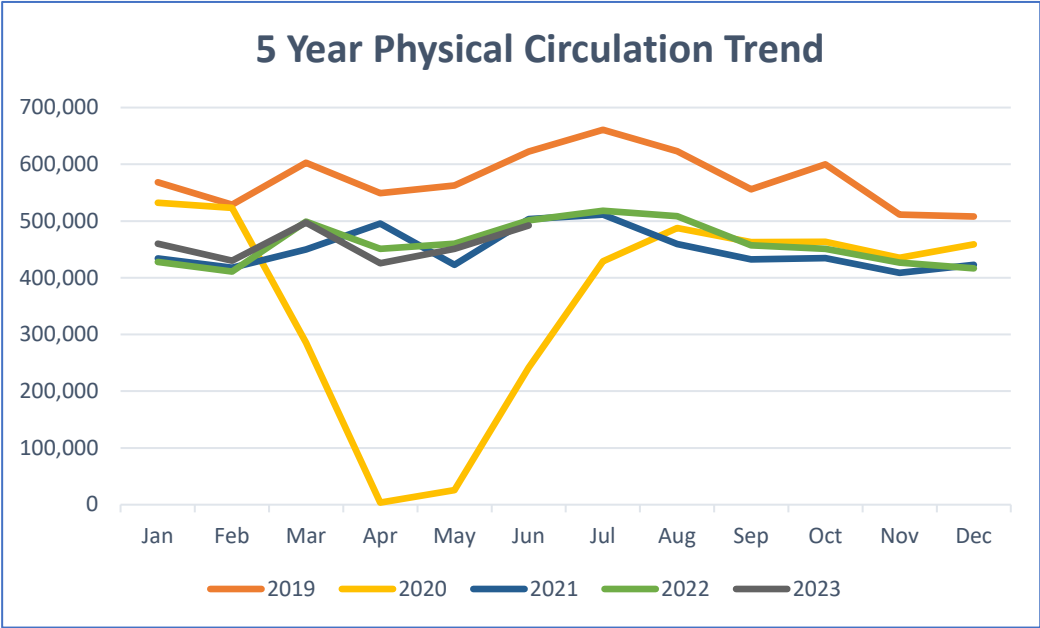


# Monthly Statistical Report

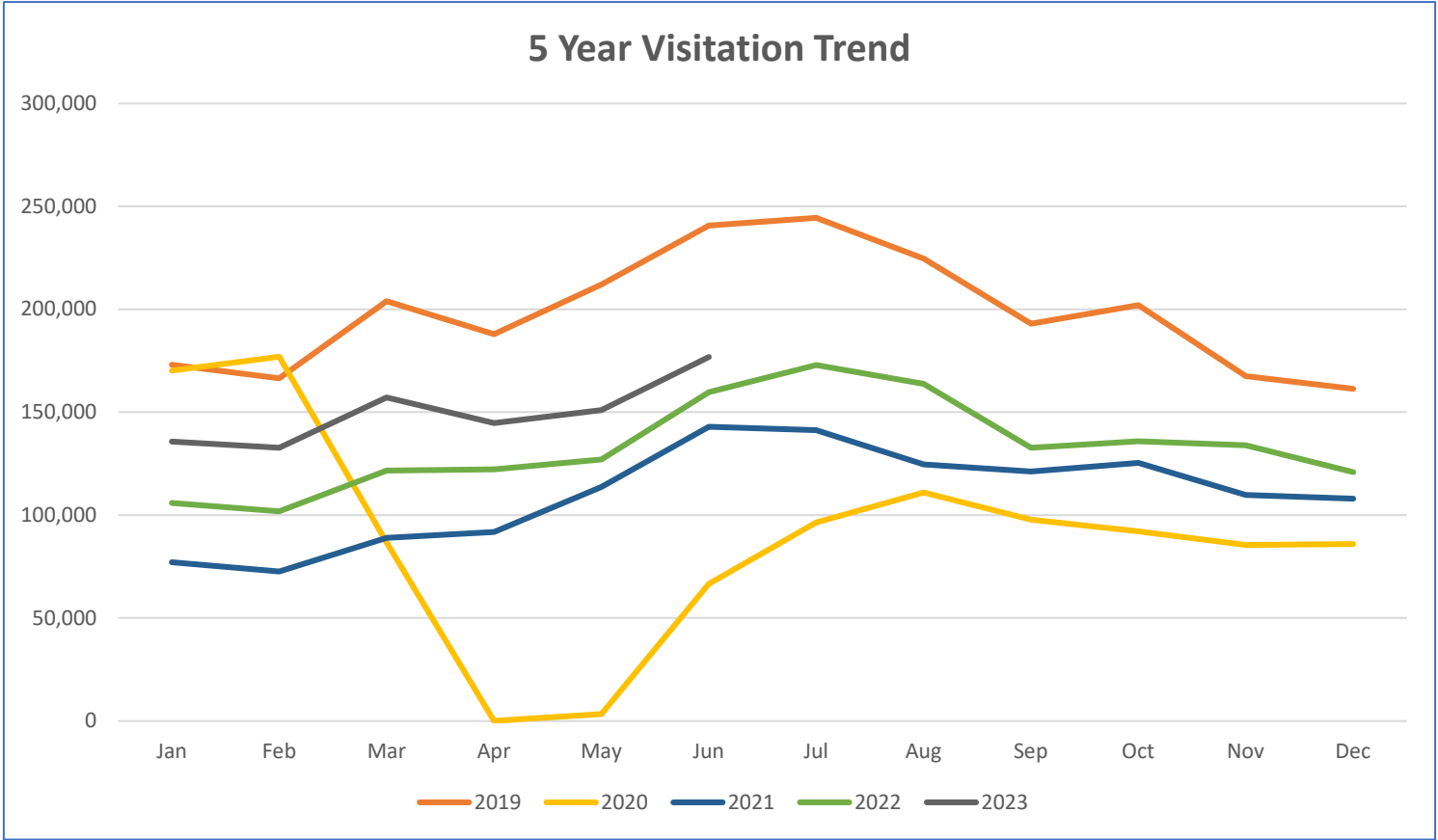
August 2023



# Monthly Statistics



# Monthly Statistics



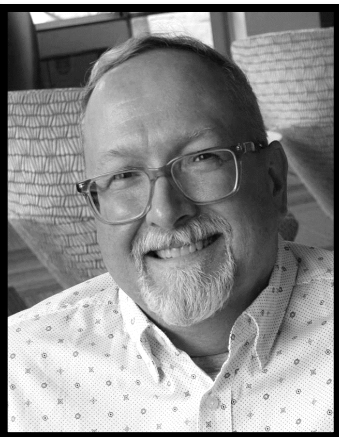
# Communications Department Update

August 2023

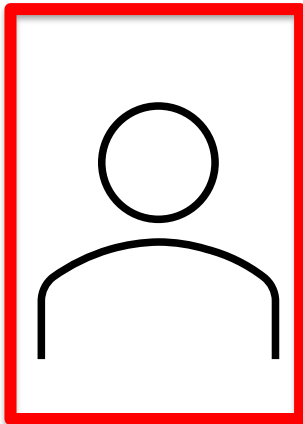
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# EXTERNAL COMMUNICATIONS



# INTERNAL COMMUNICATIONS





# JOHNSON COUNTY LIBRARY

**JOHNSON COUNTY LIBRARY** **LIBRARY CARD APPLICATION – BIRTH TO 15**  
Please Print - Current ID and address verification documents required

First Name \_\_\_\_\_ Middle Name \_\_\_\_\_ Last Name \_\_\_\_\_

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

My Favorite Library Branch \_\_\_\_\_ PIN (4-12 numbers, letters or combination) \_\_\_\_\_ Date of Birth (MM/DD/YYYY) \_\_\_\_\_

Address \_\_\_\_\_ Apt. \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

My Signature \_\_\_\_\_

Authorize an Additional Account User(s) \_\_\_\_\_

**FOR PARENT OR LEGAL GUARDIAN OF APPLICANT UNDER AGE 18, PLEASE READ AND SIGN:**

- I agree to be responsible for all materials checked out on this card and for the selection of all materials made by my child, including, but not limited to, books, periodicals, AV materials, eLibrary content and materials accessed on Library computers.
- I understand that until I notify Johnson County Library of a lost or stolen Library card, I am responsible for all materials and services charged to it. I understand that unpaid fees may be turned over to a collection agency.
- I understand the Library assumes no responsibility for any equipment problems occurring during my use of Library AV materials.

Please Print Parent/Guardian's First & Last Name \_\_\_\_\_ Email Address \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Welcome to Johnson County Library! We're so glad you're here.** **JOHNSON COUNTY LIBRARY**

Your new Library card is a key to endless discovery and fun! Let a Librarian know if you have any questions - they are excited to help you explore everything we have to offer. Pick up our Guide to learn more.

Now that you have a Library card, it's important to:

- Take good care of the items you check out, so other people can enjoy them when you are done.
- If you're under 18, stay with your grown-up.
- Come visit us often and stay curious!

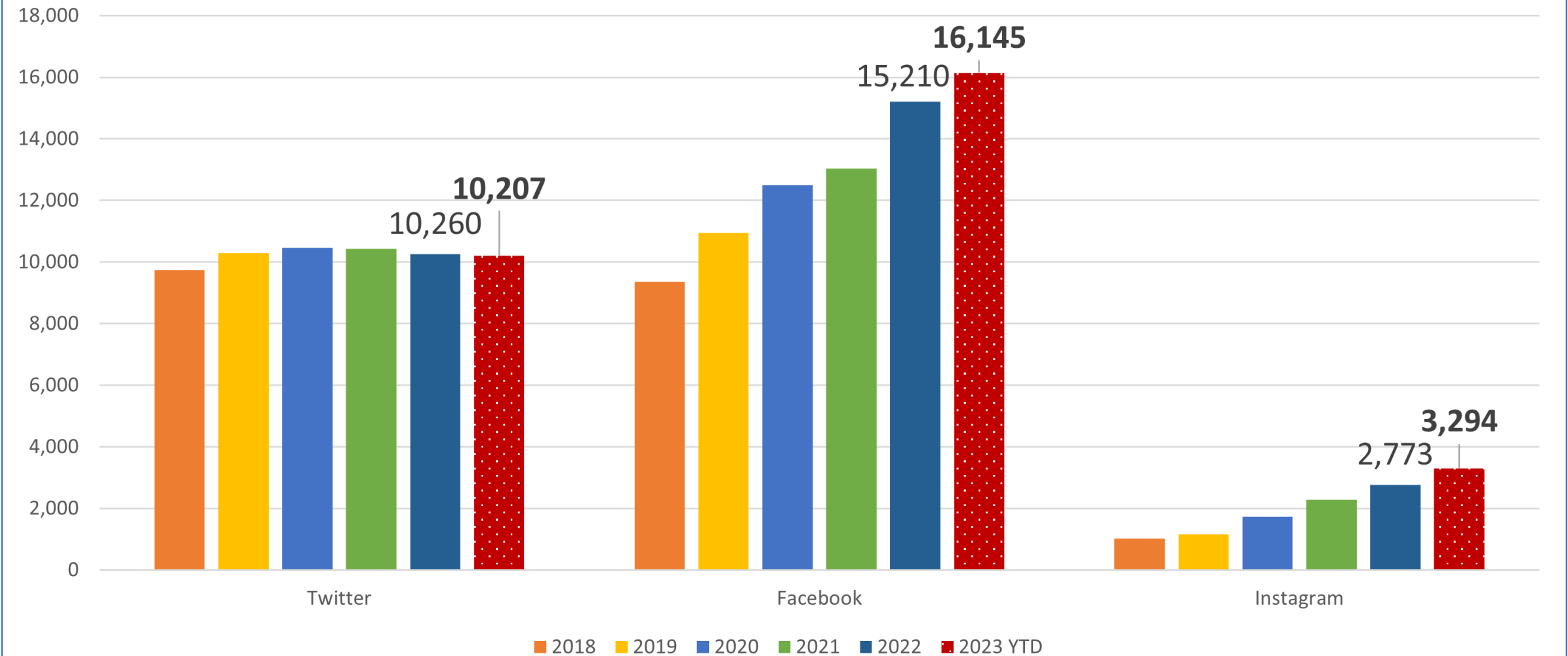
**Ages 6 and under**  
Like to hear stories and rhymes? Like to dance and sing? Come to Storytime! Options for babies, toddlers, preschoolers and the whole family. Ask a Librarian about our 6 by 6, Ready to Read program!  
jocolibrary.org/birth-to-six

**Ages 7 to 12**  
Make new friends and explore your hobbies at fun events, offered year-round!  
• Book clubs  
• Writing clubs  
• READ to a Pet  
• Explore STEAM with the Black & White MakerSpace!  
jocolibrary.org/kids

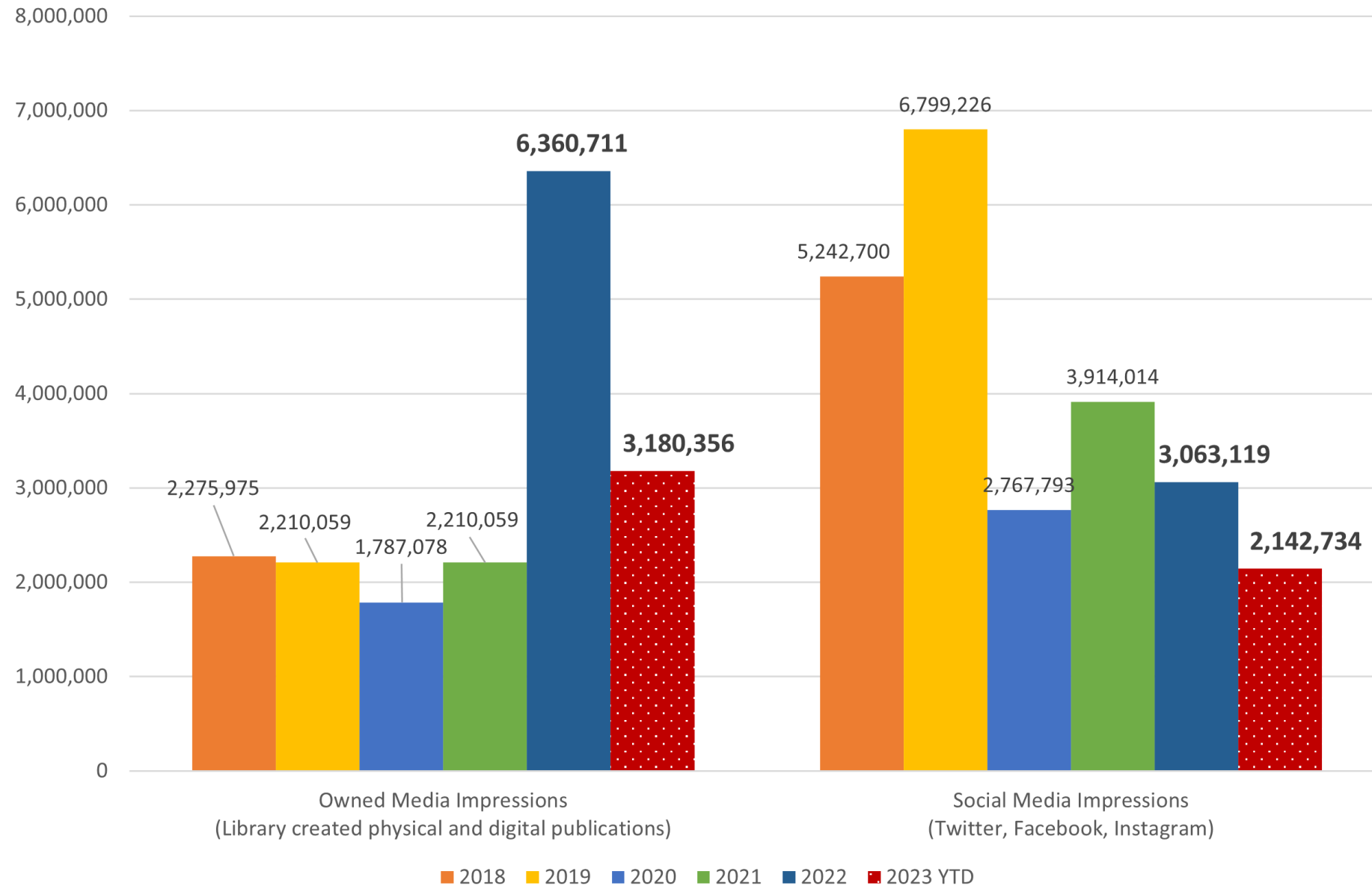
**Teens**  
• Submit to eLibrary, our library arts magazine by teens, for teens.  
• Join Young Adult Library Council to share favorite books, plan Library events and have fun!  
• More teen volunteer opportunities are available.  
jocolibrary.org/teens



# Social Media Followers by Channel



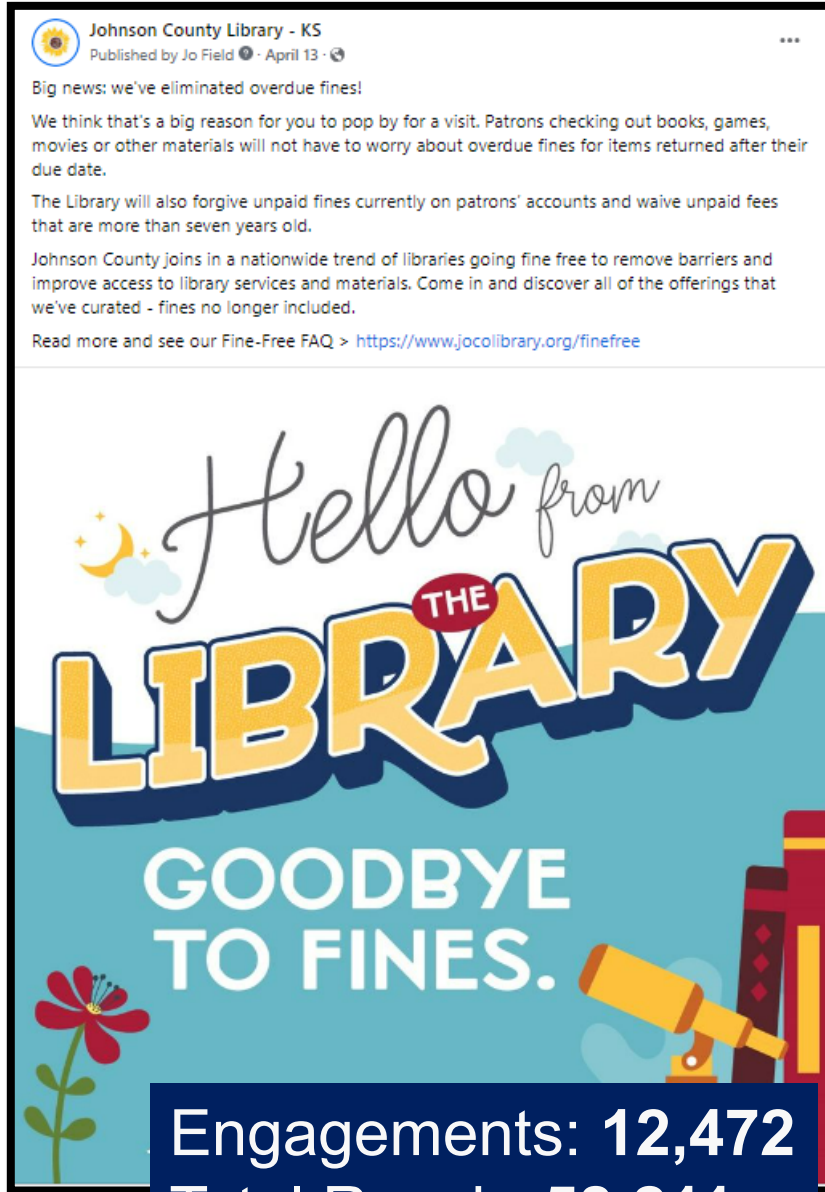
# Impressions







Engagements: 4,459  
Total Reach: 753,493



Engagements: 12,472  
Total Reach: 58,211



Engagements: 183  
Total Reach: 2,104





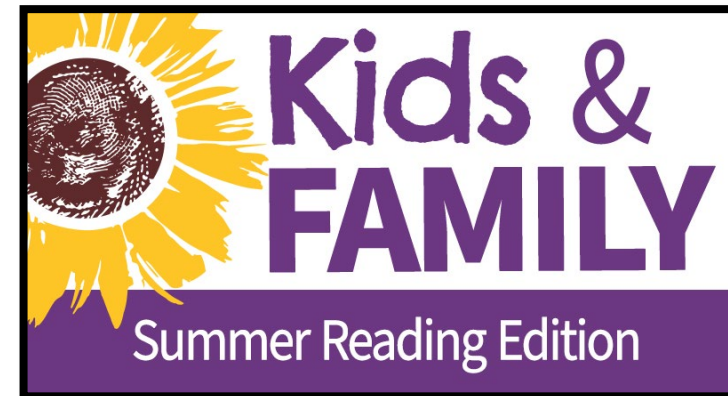
Subscribers: **177,242**  
Avg Open Rate: **44.2%**



Subscribers: **1,547**  
Avg Open Rate: **49.4%**



Subscribers: **491**  
Avg Open Rate: **43.1%**



Subscribers: **1,428**  
Avg Open Rate: **58%**





# JOHNSON COUNTY LIBRARY

## Welcome to Johnson County Library!

With your new card, you now have access to unlimited possibilities.



We know convenience is important to you – that's why we have 14 locations across the county, live and on-demand programming and an eLibrary that never closes. And in case you missed it, **we've eliminated overdue fines!**

Our staff is here to help you with research, recommendations and guidance with our onsite and online experiences.

## Get Connected

Take these steps below to stay connected with your Library and get the most from your card.

1. **Set up your online account.** Your Library account allows you to place materials on hold, renew items you've checked out, update your personal information and much more.
2. **Subscribe to our monthly eNewsletters.** Stay up to date with the Library and get specialized recommendations delivered right to your inbox.
3. Follow @jocolibrary on **Facebook**, **Twitter**, and **Instagram** to stay connected to your Library community.
4. **Check out our blog on jocolibrary.org.** Find the latest Library news, staff recommendations, featured artists, upcoming events and more.



Don't forget to download the mobile app from the app store!

#1

# JOHNSON COUNTY LIBRARY

So you have your Johnson County Library card, but do you know what it offers you?



## Engaging Programs

From storytimes and seminars, to our events and exhibits, the Library can take your learning to a new level. We offer hundreds of programs each year for children, teens and adults.

Visit our [Events](#) page or pick up our Library Guide at your local branch to see all we have to offer, then join us at one of our programs or watch on your own schedule with [Library OnDemand](#).

## A Home Away from Home

We are proud to be a "third space." Our welcoming environment away from home or work is here for you, whether you're looking for a quiet space to study or open areas for gathering and socialization. Drop in to find a comfy chair, or [view and reserve](#) a room that fits your needs.



#2

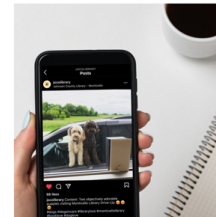
# JOHNSON COUNTY LIBRARY

Congratulations! You've had your Johnson County Library card for three months!

Looking for something new to check out? Get social with your Library.

## Discover New Favorites

Staff and patrons share new reviews and book lists every day. Get ideas of what to read, listen to and watch from our Library community by browsing or following accounts in the [online catalog](#). Join the discussion by making your own lists on topics that interest you, and leave reviews of items you've checked out.



## Continue the Conversation

Follow us on social media so you don't miss fun events, photos and thematic reads. Had a big book haul or discovered a new favorite reading spot? We love seeing your Library photos too! Tag @jocolibrary on [Facebook](#), [Twitter](#) or [Instagram](#) and we may share it from our accounts.

Thanks for being a part of the Library community!

**We Love to Hear From You!**

#3

# JOHNSON COUNTY LIBRARY

Thanks for being part of Johnson County Library!

Our services rely on your support as volunteers, [Friends](#) members and donors to the [Johnson County Library Foundation](#).

## You Can Help!

Apply to volunteer and give your skills and time to the Library. Virtual and in-person opportunities are available for teens and adults.



## You Can Join!

Become a [Friends](#) member to support our mission of awareness and support of library services. Great membership perks include discounts at Friends book sales and access to a wonderful community of Library lovers.[http](#)

## You Can Give!

Monetary donations of any size to the [Johnson County Library Foundation](#) secure financial support for life-long learning programs offered at the Library. Those include:

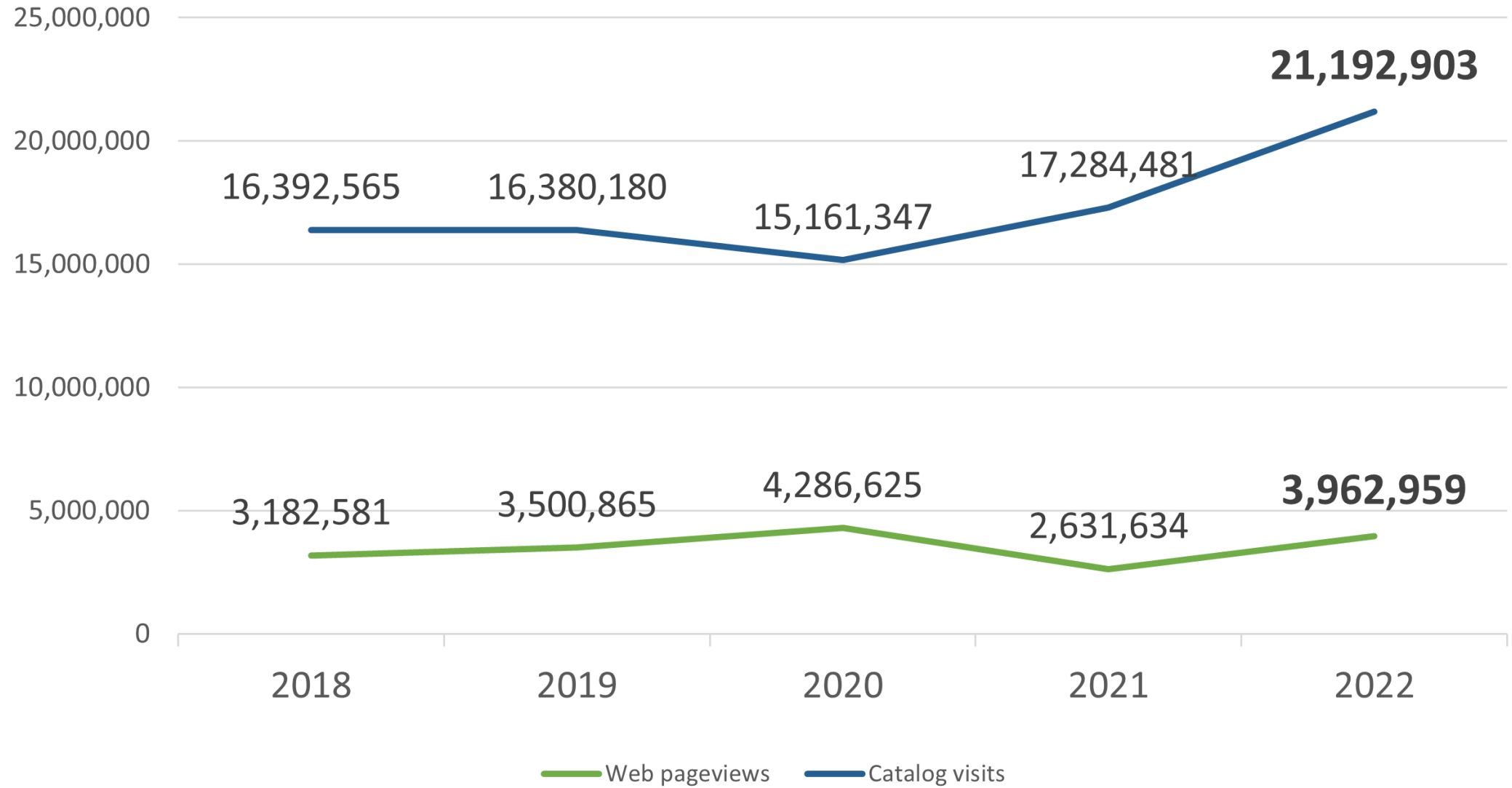
- Our signature 6 by 6 Ready to Read early literacy initiative;
- Annual Summer Reading programming for all ages;
- S.T.E.A.M. activities in the Black & Veatch MakerSpace;
- Civic engagement for community issues.

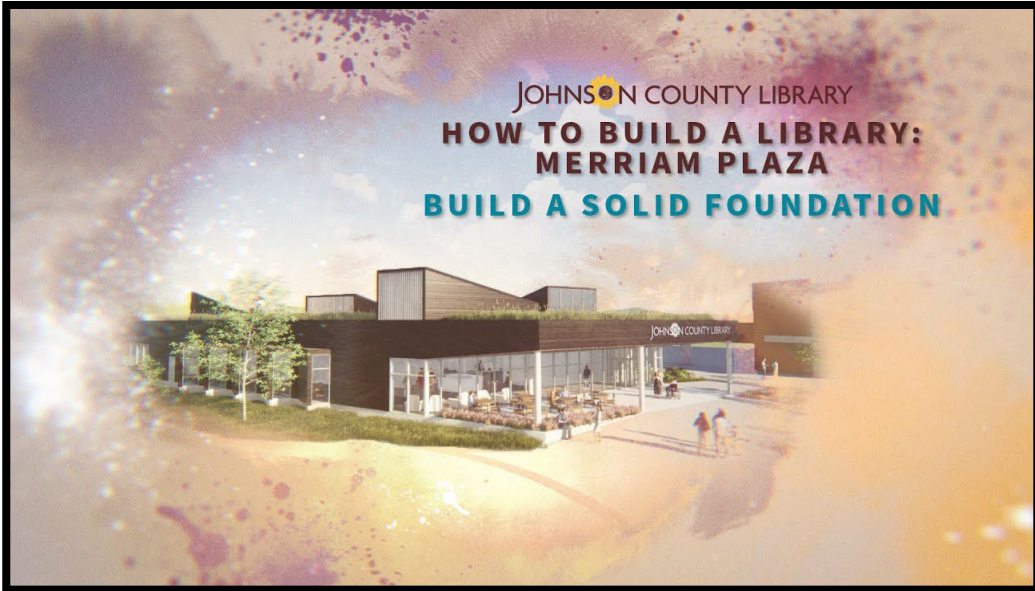


#4

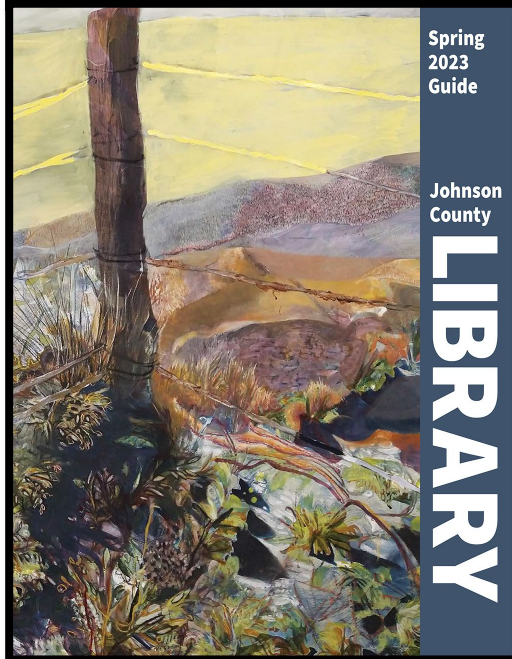
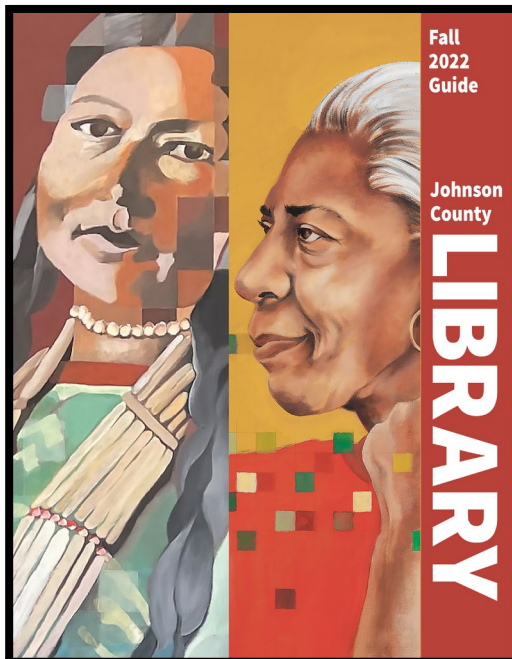


## Web + Catalog Visits









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Summer 2023 Guide  
 Johnson County  
**LIBRARY**

### Johnson County Library Goes Fine Free!

In a major milestone, Johnson County Library is no longer assessing daily fines for overdue materials. Patrons checking out books, DVDs or other materials from any of our 14 branches no longer have to worry about the assessment of a fine for items returned after their due date. In addition, existing overdue fines have been removed from most patron accounts, and fees older than seven years have been waived.

After asking Library staff to explore the impact of the going fine-free at their fall 2022 Board retreat, the Johnson County Library Board voted at their April 13 meeting to approve recommendations from staff to no longer assess or collect overdue fines. With this new policy, Johnson County joins in a nationwide trend of Libraries going fine-free.

It's all about improving access and removing barriers that might keep our community from taking advantage of everything the Library has to offer.

"We know there's an opportunity to bring people back to the Library who aren't using it because they are concerned about accruing fines," said Elissa Andre, External Communication Manager for Johnson County Library. "We also frequently hear stories from patrons who felt so guilty about a long-ago fine, they hadn't been back in decades. So this is a huge opportunity to make the Library a more welcoming place."



In deciding to go fine free, Johnson County Library joins other regional systems including Kansas City, MO, and Kansas City, KS, Lawrence, North Kansas City, St. Joseph, Topeka and Wichita.

Circulation Manager Michelle Olsen told the Library Board that eliminating overdue fines, formerly 30 cents per day per book, makes the Library even more inviting.

"We know that sometimes fines can be seen by patrons as an impediment, a reason why they're not coming into the Library," Olsen said. "Our 30-cents-per-day fine was the highest in the metro, so we really want to make sure our patrons are getting experiences similar to other Library systems in and around our community that have gone fine-free."

This policy change has had very positive outcomes in other Libraries. It sometimes results in increased patron visits and circulation. Data show it does not result in longer waitlists or a big increase in overdue materials.

"What a lot of Libraries found is that books were actually coming back in faster. The same with other materials, such as games and movies," said Nancy Birmingham, an assistant branch manager working with the team of staff and administrators who put together the recommendation. She explained that when fines are imposed, people sometimes procrastinate on returning materials even longer because they don't want to deal with that overdue cost.

Johnson County Library's revenue from fines has declined every year since 2014. For several years, the Library has sent regular due date reminders, which dramatically improved on-time returns. After accounting for staff time spent assessing and collecting fines, actual revenue totaled only about \$79,000 in 2022. That is less than 1% of the Library's total budget, and that revenue reduction will not affect Library services.

Birmingham said eliminating fines will also relieve the staff time spent dealing with patron questions and concerns about those charges, freeing up time for more positive interactions.

Patrons should know, however, that the Library will still charge fees for lost or damaged items. Items more than 30 days overdue will have a lost item fee assessed until the item is returned. And checkout periods have not changed; materials will still have due dates, with reminders to keep patrons on track.

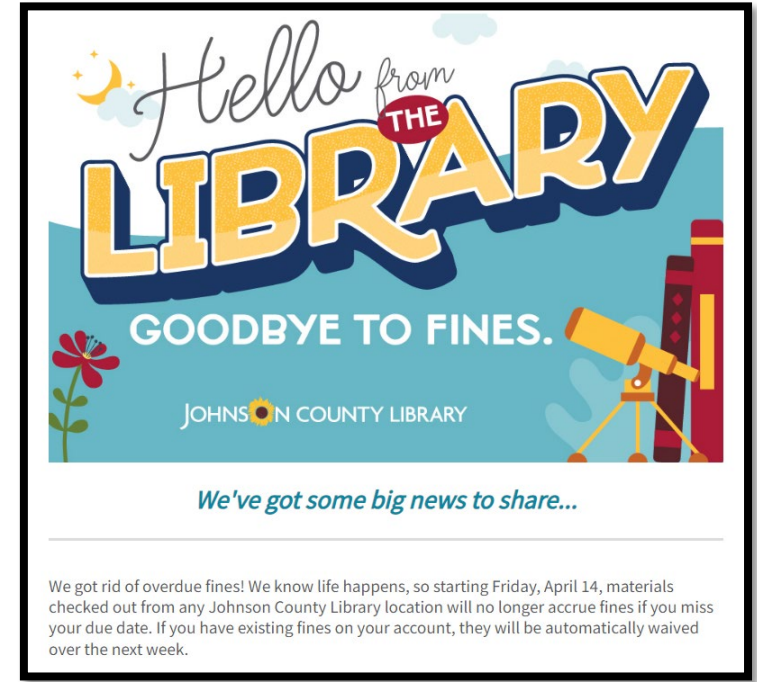
This is a chance for the Library to welcome people back with open arms, Andre said. "Come rediscover the Library. We have no more fines. And we have this amazing suite of resources you can unlock with your Library card."

*Our staff are ready to help you understand what this change means for you - visit one of our 14 branches, call us at 913-826-4600, or read our FAQ at [jocolibrary.org/finefree](https://jocolibrary.org/finefree) to learn more.*

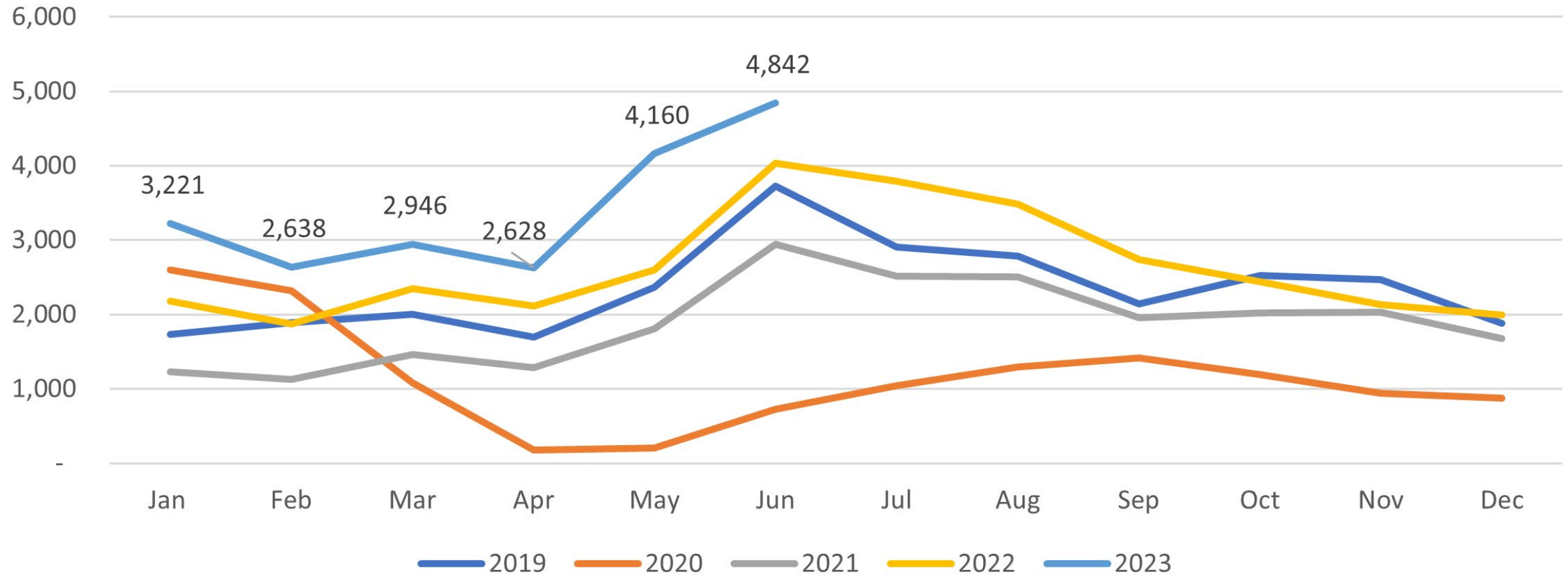






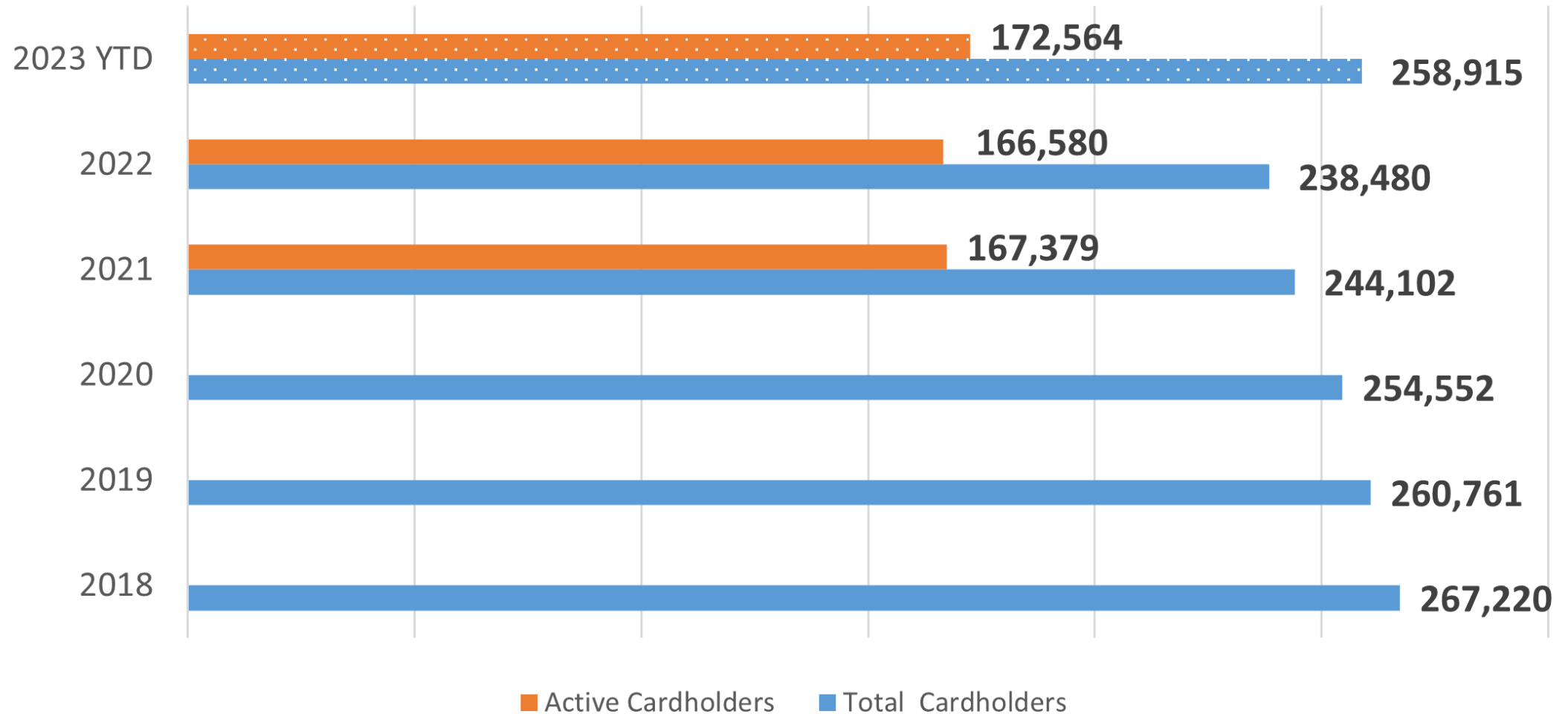


## New Card Applications





## Total vs. Active Cardholders



# Advertising Expenditure Metrics



On the radio



Online/email



In print



On screen







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## En Español

*¡Adiós A LAS MULTAS DE LA BIBLIOTECA!* JOHNSON COUNTY LIBRARY

¡La biblioteca del condado de Johnson no tendrá más multas! [¡Lee todos los detalles!](#)

Johnson County Library will have no more fines! [Read all about it!](#)

¡Adiós a las multas de la biblioteca! [Preguntas frecuentes sobre la falta de multas.](#)

Say goodbye to library fines! [Frequently asked questions](#) about the lack of fines.

Tenemos muchos recursos en español. Obten acceso al conocimiento, la investigación y el entretenimiento con tu tarjeta de biblioteca del condado de Johnson. ¿Qué descubrirás?

Welcome to our español section! Get access to knowledge, research and entertainment with your Johnson County Library Card. What will you discover?

### Explora Nuestra Colección / Explore the Collection

Permite que la colección sea tu guía. Libros, películas y música te están esperando. [Descubrir »](#)

### Biblioteca Electrónica / eLibrary

Nuestra eLibrary ofrece de todo desde audiolibros hasta videos, incluyendo [Libby](#), [Kanopy](#) y mucho más. [Descubrir »](#)

### Obten una Tarjeta de la Biblioteca

one card, unlimited possibilities  
the card preferred by explorers  
This is my library card.

Con una tarjeta de la Biblioteca de Johnson County puedes ingresar a nuestra colección completa. Visita tu biblioteca favorita y llena una aplicación. O bájala de internet, llénala y traela. Asegúrate de traer una identificación con foto y prueba de la dirección en que vives.

### Eventos

Revisa nuestro calendario de eventos bilingües, en español y en inglés. Tenemos Hora de cuentos en inglés como también en español.

### Inglés para hablantes de español

¿Quieres aprender inglés o mejorarlo? Se requiere una tarjeta de biblioteca para usar los servicios de la biblioteca fuera de



- Homepage/Navigation
- MakerSpace
- Birth to Six and Kids
- Career & Finance
- Community Matters





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**To our new neighbor**

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<<Address 1>>

<<Address 2>>

<<City>>, <<State>> <<ZIP>>



# Merriam Plaza Library

Update – August 2023



# Updates

- Construction update
- Next steps
- Tours
- Timeline





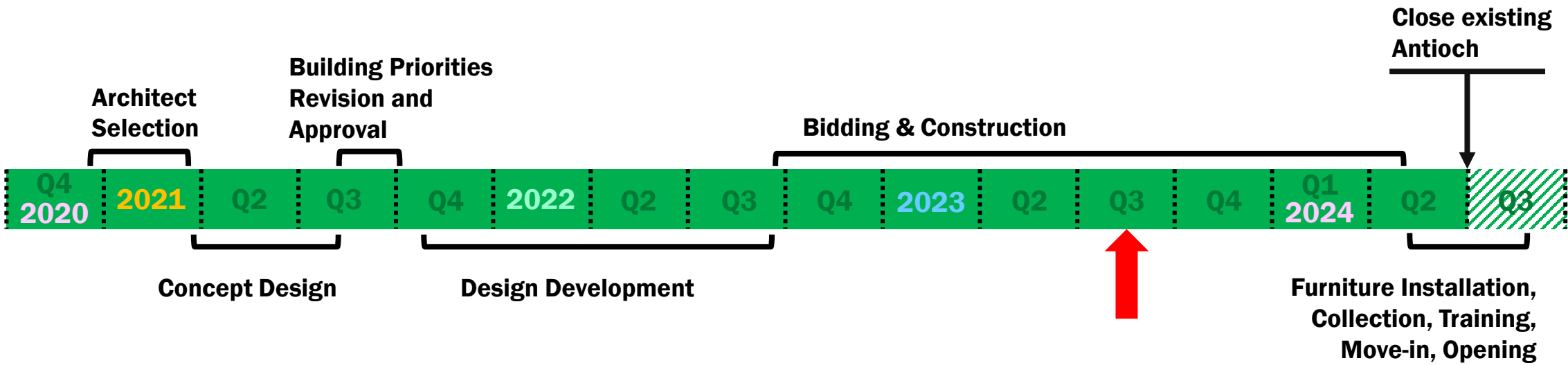
# Next Steps

- Construction continues



# Merriam Plaza Library:

## Anticipated Project Timeline

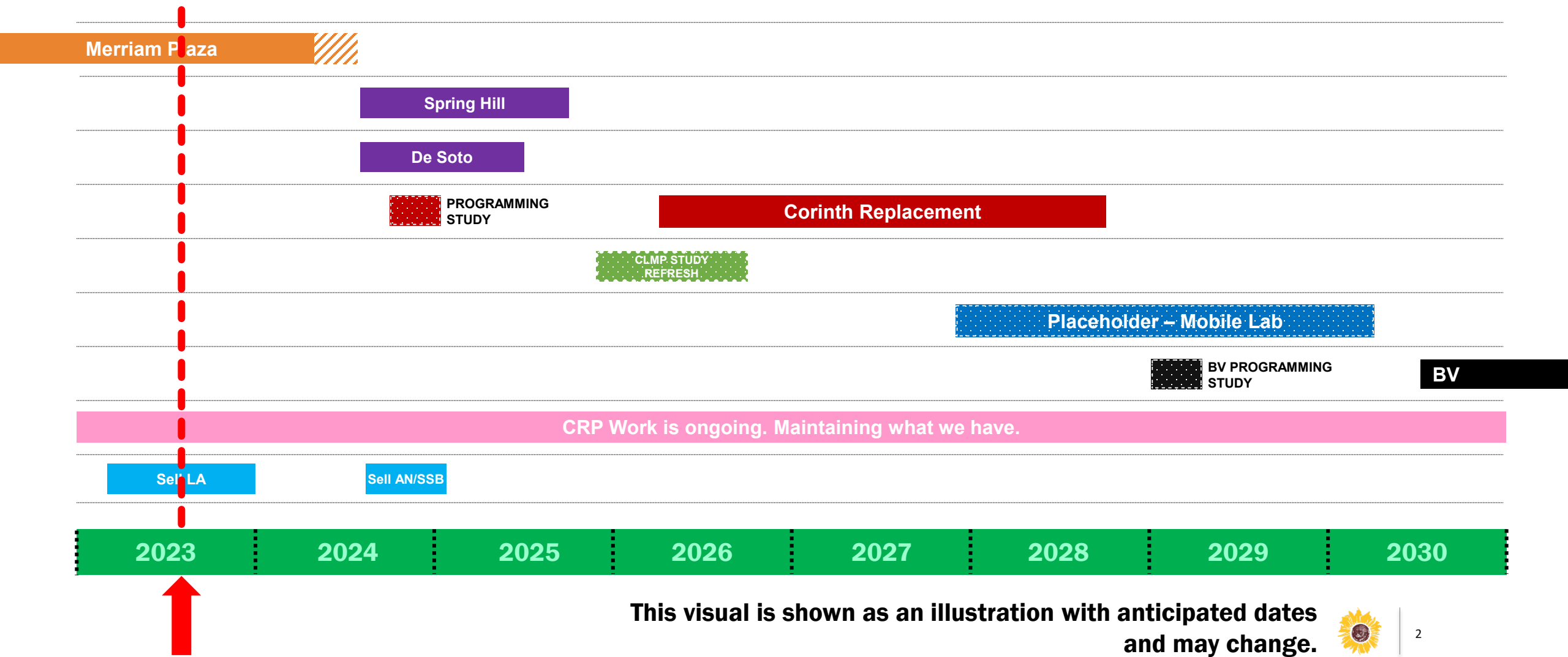


# Capital Projects: Timeline Summary

August 2023

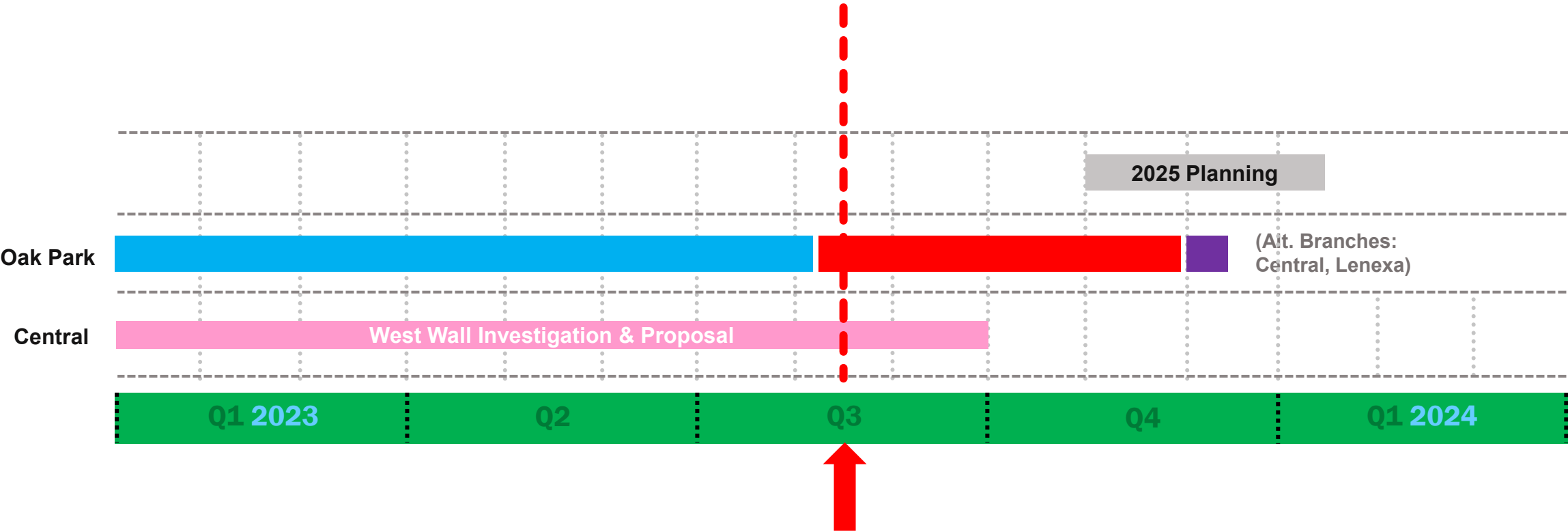


# Capital Improvement Projects: Anticipated Timeline



# 2023 CRP Anticipated Timeline

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



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



# Library Day at the K



**MINUTES JOHNSON COUNTY LIBRARY BOARD  
REGULAR MEETING**

July 13, 2023  
at Central Resource Library  
4:00 p.m.

**BOARD:** Bethany Griffith, Kelly Kilgore (joined via Zoom), David Sims (joined via Zoom), Anna Van Ophem, Charles McAllister, and Mitra Templin.

**ABSENT:** Jeffery Mendoza.

**BOARD ATTORNEY:** Fred and Andrew Logan.

**BOCC:** Commissioner Hanzlick.

**STAFF:** (All JCL, FAC staff) Tricia Suellentrop, Kinsley Riggs, Jennifer Mahnken, David Vratny, Adam Wathen, Ben Sunds, Patti Kangethe, Juan Lopez-Tamez, Joe Waters, Shelley O'Brien, Megan Clark, Christian Madrigal, Sarah Aanestad, Joseph Keehn, Anna Madrigal.

Angi Hejduk InterUrban ArtHouse Chief Executive Officer attended.

Board Chair Bethany Griffith called the meeting to order at 4:00 p.m.

**CITIZENS COMMENTS:**

There was one Citizen Comment sent in prior to the meeting, this is included in the July Board Report.

**REMARKS FROM THE LIBRARY BOARD OF DIRECTORS:**

Ms. Templin gave highlights on her attendance at the ALA Conference, especially good to see great libraries doing amazing things. The topics that she saw repeatedly were censorship, importance of voting, and advocacy. She expressed a growing trend with intellectual freedom, voting down ballot, advocacy of board members, and improving orientation of board members to support staff. Overall Ms. Templin was thankful that she gets to represent Johnson County Library.

Ms. Van Ophem thanked staff for putting together the benchmarking data to compare peer county library systems.

Mr. McAllister thanked staff for a Juneteenth documentary recommendation, his workplace used it for an event, and it was very well received.

Board Chair Bethany Griffith also attend the ALA Conference in Chicago and praised Johnson County's accomplishments, emphasizing the importance of showcasing successful practices for the benefit of others in the library community. She suggested sharing insights on various topics, including Collection Policy, Right to Read, and Intellectual Freedom, which have been crucial throughout her experience. She highlighted the significance of regularly reviewing policies, even though it initially seemed overwhelming, recognizing its fundamental role in governance and operational efficiency.

She encouraged the consideration of sharing best practices in the future, to help strengthen other library systems.

## **DEVELOPMENT DEPARTMENT REPORT**

Shelley O'Brien, Development Department Director, presented on behalf of the Development Department combining the Friends of the Johnson County Library, the Johnson County Foundation, and the Johnson County Library Volunteers. The written reports are included in the July Library Board Report.

Ms. O'Brien highlighted the successful integration of volunteers into various library programs, and Amber, the Volunteer Coordinator, is focusing on recruiting homework help and English language learner volunteers for the upcoming fall season. Ms. O'Brien urged attendees to refer potential volunteers who can spare two to three hours per week.

Ms. O'Brien also highlighted the Foundation's most recent grants of \$3,000 from the RA Long Foundation, supporting Brainfuse, and \$1,000 from the Walmart Community Fund.

Ms. O'Brien then shared exciting news about Library Lets Loose, that Black and Veatch has become the presenting sponsor, and the team will celebrate their partnership and long-standing support of the library in the upcoming months. She also shared a grand prize that has been donated by J. Rieger and Company, we look forward to seeing you there September 23<sup>rd</sup>.

County Librarian Suellentrop thanked Ms. O'Brien for her report and commended the continued partnership with Black and Veatch with this presenting sponsorship.

## **COUNTY COMMISSIONER REPORT:**

Commissioner Hanzlick informed the attendees about the upcoming public hearing on the proposed 2024 budget on August 21 at 6:00 PM at the County Administration Building. She encouraged people to voice their support for the library and other favorite aspects of Johnson County during the hearing.

Commissioner Hanzlick shared exciting news about two newly established coalitions, one focused on Diversity, Equity, and Inclusion, and the other on Sustainability. These coalitions will include community members who will offer guidance and insight to the Board of County Commissioners (BOCC) for future decisions. Also, regarding housing, the BOCC has taken significant steps to support the housing needs in the community and are working to expand availability for housing choice vouchers and investing in infrastructure for a proposed Habitat For Humanity housing development in Olathe.

Commissioner Hanzlick introduced her guests, Jay Leonards, a former Oak Park City Council person, his granddaughter Hannah, who is interning with the Commissioner this summer, and her father, Chris.

Lastly, Commissioner Hanzlick shared what she is currently reading, "The Case of the Mythical Monkeys" by Erle Stanley Gardner, the original author behind the Perry Mason stories. She recommended reading the books for Perry Mason fans instead of solely watching the TV adaptation.

## **BOARD COUNSEL REPORT**

Fred Logan, Board co-counsel, reviewed Kansas Open Meeting Act and the Library Board Retreat.

Mr. Logan emphasized that despite the more casual feel of the retreat, any time the Board gathers in a meeting, it should be considered a Public Meeting and subject to the Kansas Open Meetings Act with formal notice given. Historically no action is taken at these meetings. Nothing prevents action



from being taken, but if there is any possibility of taking action it should be clearly stated in the agenda. The best practice is to ensure full compliance with the Kansas Open Meetings Act.

## **COUNTY LIBRARIAN REPORT**

### **Finance Report**

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

At the end of May, we were 42% through the 2023 year, with a little over \$25.3 million, a little over 53% of anticipated revenues. As for expenses, including our collection encumbrances and interfund transfer we have spent a little over \$20.8 million or approximately 43%, which tracks with where we should be at the end of May. Looking at the expenditure actuals and excluded our collections encumbrances it is closer to 39%.

Commissioner Hanzlick mentioned that the August 21st hearing is also the hearing for the Library proposed budget and the Parks proposed budget.

Mr. Vratny confirmed that Library staff will be presenting at the August 21st hearing, there will also be some disclosures and resolutions to meet the requirements of the Senate Bill to disclose collecting any money from persona property that is \$1 over the prior year. That will be the case this year as there would have been a rollback associated with that if we were to have keep it at a flat level, but we are presenting a mill levy that is flat.

Mr. Sims asked what the status is on the Dark Store theory.

Mr. Vratny explained that Dark Store theory. Big box stores, in general, are seeking treatment for taxes as if their properties were unoccupied, referring to it as a "dark store" scenario. This implies that they want to be assessed for taxes at a lower rate than their operational status would typically entail.

Mr. Joe Waters, Assistant County Manager, offered comments. The Supreme Court ended up taking the county's' and other governmental entities' side on the issue of how the properties have been valued. Having a favorable finding allows county officials to attempt a negotiation. County officials expect the matter to be concluded in this calendar year.

Mr. Sims asked about the status of the estimated \$2 million liability for the Library.

Mr. Waters estimated that the liability would be more favorable than was previously forecasted.

County Librarian Suellentrop asked if there was a timeline on this negotiated.

Mr. Waters estimated that the negotiations would be conclude this year.

County Librarian Suellentrop confirmed that staff will bring back an update to the Board when there is more information on this item.

Commissioner Hanzlick shared that the way the property is appraised is set in state statute, based on professional standards, not set by county regulations. If any property owner is not happy with their appraisers they can take it to the Board of Tax Appeals, or BOTa, and it can go to the state level or the courts.

County Librarian Suellentrop thanked Commissioner Hanzlick for that reminder.

### **Statistics**

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

Mr. Wathen reviewed the monthly statistical report based on the past five years as of May. Circulation is on par with last year, with physical circulation dipping slightly and digital continuing to trend record high above our 2020 numbers.

Ms. Templin asked what digital usage included.

Mr. Wathen explained that digital usage includes emagazines, ebooks, and movies through subscription services.

Mr. Wathen shared that the visitation trend is recovering from pandemic levels.

### **Branch Services**

Christian Madrigal and Sarah Aanestad, Branch Managers, presented the Branch Services report to the Board; this report is included in the July Board Report.

Ms. Aanestad presented branch trends, including circulation and visits by branch between 2019 thru 2022. Mr. Madrigal presented branch trends, including the use of curbside services, computers, meeting room usage by branch between 2019 thru 2022.

Ms. Templin asked if based on the trends and information, like curbside services, if any conclusions were being made for future actions.

Mr. Madrigal shared that when opening a new location staff always look at if the location would be a good candidate for a drive-thru.

Mr. Wathen shared that currently Branch Managers are working through our strategic process and want to step into the space to impact the service lines with the data that they have.

Ms. Templin expressed that she was shocked by the computer usage at De Soto. She would like to keep in mind when looking at De Soto.

Ms. Kilgore asked if meeting room uses excluded when someone uses the space when it is empty, as a same day use.

Mr. Madrigal confirmed that same day uses are not tracked in the data he shared, as that data is from reservations.

Board Chair Griffith asked if all locations have digital room scheduling.

Mr. Wathen there are some locations that have the digital system, but not all. We do intend to increase that across the system.

Board Chair Griffith expressed that it is important to prioritize the upgrade to technology in the next budget cycle.

Mr. Sims agrees that the technology to cancel or book the same day would be beneficial to those using those spaces. He shared that he just used a space at Central and they work great for meetings.

Mr. Sims reviewed number of meeting rooms per buildings.

Mr. Wathen confirmed that since the CLMP each building has had more meeting rooms planned into those spaces. It is a continuous request from communities.

County Librarian Suellentrop shared that we saw a similar community desire for Spring Hill, De Soto and Edgerton for meeting rooms. Those geographical areas are limited for community engagement areas.

Mr. Sims expressed that he expects Blue Valley expansion or replacement to have comparable number of meeting rooms to Lenexa and Monticello.

County Librarian Suellentrop and Mr. Wathen both confirmed that they expect the same to come from the CLMP Refresh.

Mr. Sims shared that there are locations without curbside service or drive-thru and reviewed that those were based on having curbside or drive-thru available close by within the quadrant.

Mr. Sims shared that he visited another library system, and they had laptop checkouts that were allowed to leave the building and a librarian said they were very successful.

County Librarian Suellentrop thanked Mr. Sims for those comments.

Commissioner Hanzlick asked about the total card holders versus county population and asked how that compares nationally to the average for percentage of residents that have a library card and are active. Commissioner Hanzlick also asked if we have thought of doing a campaign to let people know what they are missing out on by not having a library card.

Mr. Wathen shared that staff recently pulled benchmarking libraries earlier, so we can compare that penetration into the county. Active is defined as use of a library in the past 3 years, so if a card has not been used in that time it becomes inactive. Also, the library, specifically Elissa Andre, our External Communication Manager, recently ran a campaign just last year to share all you can Discover at the library. That campaign had a great response in terms of card holders, and we were able to leverage that when Libby came out.

Commissioner Hanzlick expressed how impressive the stats are at the Blue Valley branch.

Mr. Wathen confirmed the CLMP suggests that we increase the size of Blue Valley substantially. Board Chair Griffith confirmed the use at Blue Valley as well.

## **COMPREHENSIVE LIBRARY MASTER PLAN**

Megan Clark, Project Coordinator, presented on the Comprehensive Library Master Plan, these reports are included in the July Board Report.

### **Merriam Plaza Project**

Ms. Clark reported the status of the Merriam Plaza Library Project, waterproofing exterior walls, plumbing rough in, final grading for drive-thru, installed roof sheathing and root roof layer. Next steps include seat walls, light monitors, siding, sprinkler piping, overhead plumbing, and drywall ceiling.

In addition to these construction updates Ms. Clark referenced two New Business items later in the agenda, the Bond sale Resolution and Evergy easement items. As part of the construction of the Merriam Plaza Library, Evergy, Inc. requires this easement to be signed prior to placing the project in their queue to set the transformer for permanent power.

Ms. Clark reviewed the timeline for this project, which has no changes from last meeting. She also shared construction photos showing the current state of the building, roof guard for the future insulation of our green roof, the fluid applied moisture barrier on the exterior, the new drive-through and docking area, as well as one of the pieces of drywall that Titan lent us for some public engagement.

Lastly, Ms. Clark shared that staff and board members tours will be starting in August.

Ms. Templin expressed her desire to attend a tour.

## **Overall Timeline**

The Capital Improvement Plan (CIP) timeline and Capital Replacement Plan (CRP) 2023 timeline are included in the July Board Report.

Ms. Clark reviewed the Capital Improvement Projects timeline, which has no changes from last meeting. The presentation also touched on the Capital Replacement Program (CRP) work at Oak Park, which is set to begin in August and run through mid-December. Patrons have been informed about the upcoming closure, and preparations are underway for the work.

Ms. Van Ophem asked if public will have access to the green roof at the Merriam Plaza Library. Ms. Clark confirmed that patrons will not be able to access that green roof. She did describe the site and how patrons will be able to see and experience the green roof as the drive up to the building from the surrounding streets because of the change in grade. County Librarian Suellentrop shared that in design it was discussed that we were taking a green site and putting a building on it, how could we replace that green space. The architects had a vision of a green roof to assist with that. Over time it is our hope that the plantings will grow and be visible from the interior as well as the exterior. Also, the green roof will become a habitat for wonderful things like butterflies, birds and bugs.

## **UPDATES – Tricia Suellentrop, County Librarian**

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

County Librarian Suellentrop shared more information regarding some benchmarking research that has been done by Jennifer Mahnken. This starting with over 6,000 counties and was culling down to about 15 that are a good match on many levels. Over the next 6-7 months Administration staff will work to bring these down to about five (5). This data is from one of our professional organizations, Institute of Museum and Library Services and you can see circulation, collection, staff, and total budget. This is on the Board Portal for Board Members to review.

Board Chair Griffith asked if there were more specific data requests to pass those to Patti so staff can investigate if that is available.

## **Prairie Village Update, Tricia Suellentrop, County Librarian**

County Librarian Suellentrop gave an update on the Prairie Village Memorandum of Understanding. The Second Phase MOU is officially on the agenda for the City Council Meeting on July 17 at 6:00 p.m.

County Librarian Suellentrop reviewed that in 2019, we had an MOU that was put on pause for the pandemic and then we restarted in 2022. The first part of this is a site design for Harmon Park where the City Pool, the YMCA, and Community building is. The site design will likely be a large square footage and will include the library, the YMCA and the city will be part of that group that works on that site design.

The library is excited to embark on the 2nd Phase MOU with City of Prairie Village, this is a great opportunity to partner with the City, we have seen partnerships such as these benefit the citizens and provides efficiencies and collaboration possibilities, thanks to Wes Jordan and all the staff for their work on this agreement.

County Librarian Suellentrop shared that this is our third MOU of this type to partner with a City, so we have learned a lot, and this is a great step. Assuming this passes July 17<sup>th</sup>, it will come back to the Library Board in August.

### **Central Resource Library Strang Park Survey**

County Librarian Suellentrop shared that a brief survey is open until July 30<sup>th</sup> that focuses on the Central Resource Library and adjacent Strang Park. The City of Overland Park, Johnson County Library and other community partners are interested in your opinion about current and potential partnerships and connectivity between these sites and the neighborhood.

She shared that currently there are no specific plans or ideas in mind, but they want to see how the public is using the community assets together. The survey is provided in English and Spanish.

Board Chair Griffith asked if anyone is considering projecting the library's Wi-Fi at Central Resource Library to the park or is the Survey open ended enough to encompass that option.

County Librarian Suellentrop is unsure if that is being considered currently, it would depend on the survey results. We can certainly investigate if that need for Wi-Fi exists.

### **Salary and Benefit Study Update**

County Librarian Suellentrop shared that on June 29<sup>th</sup>, the Board of County Commissioners voted to approve modifications to the Johnson County Pay Table which resulting in aligning pay with the market. The impact on the Library 2024 FY Budget would be approximately \$1.9 million and we have discussed the impact on the current budget, that we are able to achieve that. Staff will be able to see these impacts on paychecks starting July 28<sup>th</sup>.

County Librarian Suellentrop shared that across the county we are seeing more people applying for jobs and it also certainly helps with retention. We are very thankful the BOCC, specifically Commissioner Hanzlick, who supported this action.

### **Board Retreat – October 19th Noon to 4pm**

County Librarian Suellentrop shared that will be October 19<sup>th</sup> noon to 4 pm, lunch will be provide. Typically, no action is taken at the Board Retreat, there is the ability for discussion and alignment around action that you want to take. Previously there has been reaffirming the prioritizing capital projects and policy review. Currently there is a request to review how public comments are heard by the board.

Board Chair Griffith asked if there are suggestions or questions, please send those to Patti or the Board Chair directly to prepare the agenda.

### **elementia**

Supriya Bolla and Kate McNair, Teen Coordinating Librarian presented the elementia Report, this report is included in the July Board Report.

Kate McNair introduced elementia, sharing that it was created in 2005 and is uniquely locally and nationally edited and designed by teens. This is a free publication to submit to and to read. She then introduced Supriya Bolla, a teen who worked on the latest issue.

Supriya Bolla, shared the highlights of elementia's 20<sup>th</sup> issue publication. For that issue they received nearly 1,000 submissions and selecting 131 works for publication, including submissions from as far as Austria. The theme of "cycles" was explored, and the collaborative efforts between art and writing

were showcased, elevating the creators' work. The partnership between elementia and the Arts Council has fueled students' passion and provided unique perspectives and friendships. The magazine's enduring presence has gained recognition in schools and literary circles, and high school teachers frequently incorporate elementia in their classes.

Supriya Bolla, shared that there was an in-person reception for Issue 20 that was a magical evening, bringing together writers, artists, friends, and family to celebrate their talents. The online reception allowed international attendees to participate and enjoy keynote speakers.

Ms. Bolla expressed gratitude to the dedicated editors, designers, and mentors who volunteer hundreds of hours to make elementia possible. With over 200 submissions already received for Issue 21, they look forward to sharing another remarkable edition with the public next year, with the theme of "the unspoken."

Board Chair Griffith thanked Ms. Bolla for doing great things and "letting us put our little Johnson County Library sticker on top of that. It is a privilege to be able to partner with your creativity, that of your peers." Ms. Griffith also thanked staff who contribute to make this possible, because this is the best and brightest of what libraries do.

Commissioner Hanzlick expressed that she thinks this is a wonderful elementia publication and there were some in the back of the room. She also requested one for each BOCC member.

County Librarian Suellentrop thanked Ms. Bolla for presenting today, saying it was a privilege to be able to highlight Ms. Bolla and other wonderful writers.

### **ALA Conference Involvement**

Kinsley Riggs, Deputy County Librarian, presented a report on the library's ALA Conference Involvement; that is included in the July Board Report.

Ms. Riggs shared the highlights of the ALA conference attended by Johnson County representatives. Board members Bethany Griffith and Mitra Templin attended, as well as Friends of the Library President Shana Eikenberg and staff members.

Johnson County has a great reputation in the library community was praised during the conference, with attendees noting the team's innovation, relevance, and genuine camaraderie. Several staff members actively participated in official business at the conference. Lacie, Amy, Nate, and other team members attended numerous meetings, receptions, events, and sessions. Lacie, our Collection Development Manager, helped plan the conference, led the leading metadata and collection meeting, and attended the core posters sessions. Amy, our assistant branch manager at Lenexa City Center planned the conference as well and participated in the learning round table executive board activities, including memberships meeting, president's program, a training show case, and she is an active part of the assembly that met at ALA. The sessions covered various topics tied to Johnson County Library's strategic key performance areas, including building and project management, innovation, diversity, equity, and inclusion, intellectual freedom, and more.

Jenny, a youth librarian, had the opportunity to meet acclaimed author Jason Reynolds, who had previously visited the library. His visit with incarcerated clients at the juvenile detention center left a lasting impact, and he expressed interest in coming back soon.

Board Chair Griffith highlighted a session that stood out that focused on Board engagement, where Johnson County Library's insights and experiences were sought after by other library directors. During the conference, it was interesting to discover that Friends groups play a vital role beyond fundraising, also engaging in mission advocacy. This opened discussions on how the library administration and Board can support and collaborate with the Friends in fulfilling their mission.

Board Chair Griffith shared another significant takeaway from the session on freedom of speech and intellectual freedom, highlighting the complexities of balancing constitutional issues while maintaining a neutral stance as a library. Having a well-defined collections policy was acknowledged as advantageous for addressing these challenging conversations.

Board Chair Griffith wrapped up her thought that the ALA conference was a rewarding and enlightening experience for the Johnson County Library representatives, offering a chance to engage with different aspects of the library world and contribute their wisdom and knowledge to meaningful discussions.

Ms. Templin highlighted the interactive sessions at the ALA conference, where participants were divided into tables for discussions, as providing some of the most valuable experiences. That format allowed for engaging conversations and the exchange of ideas among diverse perspectives, including Friends, library staff, trustees, and representatives from different types of libraries. She shared that the advocacy and board member insights gained from one of these sessions energized her, demonstrating the value of such collaborative discussions. Similarly, Ms. Templin shared that the session on technology and chat GPT offered fruitful conversations with participants from various library backgrounds, enriching the overall conference experience.

County Librarian Suellentrop thanked both board members for taking the time out of their schedules to go and shared that PLA is another conference opportunity that focuses on Public libraries.

## CONSENT AGENDA

- I. Consent Agenda
  - A. Action Items:
    - 1. Minutes of the May 11, 2023, 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 2023 were handled in accordance with library and County policy.
      - b) The April 2023 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. Van Ophem** moved that the Library Board of Directors approve the consent agenda.

**Second: Mr. McAllister** seconded this motion.

**Motion was approved unanimously**

## II. Old Business

### A. Action Item: Consideration of approval of the MOU with InterUrban ArtHouse Curation

Jennifer Mahnken, Associate Director for System Wide Services presented the MOU with InterUrban ArtHouse Curation briefing sheet, as included in the July Library Board Report. She highlighted a hard cost savings of \$6,000 if this is approved. She also addressed a question about what staff would be doing instead and that they would be able to do more direct public service, plan for programs, and do outreach are examples right now. There are no specifics have been determined for everyone on that committee yet.

Ms. Van Ophem asked what the impact would be for the 2023 year.

Joseph Keehn, Program and Event Coordinator confirmed that there would be an upfront cost to secure the artist.

Ms. Mahnken confirmed that the amount this year would be approximately \$12,000 to \$13,000.

**Suggested Motion: Mr. McAllister** move that the Johnson County Board of Directors approves the memorandum of understanding between the Library and InterUrban ArtHouse for the curation of library art spaces.

**Second: Ms. Templin seconded** this motion.

**Motion approved unanimously.**

### B. Action Item: Consideration of a resolution requesting the issuance of bonds and authorizing execution of the leases and related documents for the Merriam Plaza Library construction project,

There was presented a Resolution entitled:

A RESOLUTION AUTHORIZING THE DESIGNING, CONSTRUCTING, EQUIPPING AND FURNISHING OF THE MERRIAM PLAZA LIBRARY; APPROVING THE ISSUANCE BY THE PUBLIC BUILDING COMMISSION OF JOHNSON COUNTY, KANSAS OF ITS LEASE PURCHASE REVENUE BONDS (LIBRARY PROJECT), SERIES 2023B TO PAY THE COSTS OF SUCH IMPROVEMENTS; AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS AND THE TAKING OF CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH.

The Resolution was considered and discussed; and on motion of Ms. Templin, seconded by Ms. Kilgore, the Resolution was adopted by the following roll call vote:

Aye: Griffith, Templin, McAllister, Van Ophem, Kilgore, and Sims.

Nay: none.

Thereupon, a majority of the members of the Library Board having voted in favor of the adoption of the Resolution, it was given No. 2023-02 and was signed by the Chair and attested by the Secretary.



### III. New Business

- A. Information Item: Consideration of approval of the MOU with non-profit group Strawberry Week for distribution of free period product

Anna Madrigal, Branch Manager, presented the MOU Strawberry Week for distribution of free period products briefing sheet, as included in the July Library Board Report. and Adam Wathen, Associate Director for Branch Services.

Commissioner Hanzlick asked if those products are not currently free in the library. She also mentioned that this is a great need.

Board Chair Griffith and Ms. Templin both shared support for this.

There was discussion that this should be a resource throughout the county, not just at libraries.

County Librarian Suellentrop thanked Ms. Madrigal and everyone she has worked with for working out these details to get these resources into restrooms through all 14 locations.

- B. Information Item: Consideration of approval of Johnson County Library Strategic Plan 2024-2028 and Key Performance Areas

Kinsley Riggs, Deputy County Librarian reviewed the Strategic Plan 2024-2028 and Key Performance Areas, this information is included in the July Board Report.

Ms. Riggs gave a short history to how we came to the current Strategic Plan that was approved to be reaffirmed at the October Board Retreat in 2021. She then reviewed the changes that staff are proposing to how staff will communicate and focus on the community.

Commissioner Hanzlick asked if the final plan would include measurable outcomes.

Ms. Riggs confirmed that the action plans that staff are currently working on are what you would consider the S.M.A.R.T. goals of the strategic plan and be measurable.

Board Chair expressed that she enjoys the accessibility of the revised language.

- C. Action Item: Consideration of approval of the Easement Conveyance between Board of Director of the Johnson County Library and Evergy Metro Inc.

Megan Clark, Project Manager, presented the Evergy easement briefing sheet, this information is included in the July Board Report.

**Suggested Motion: Mr. McAllister** move to approve an Easement Conveyance between Board of Director of the Johnson County Library and Evergy Metro Inc., for the Merriam Plaza Library project.

**Second: Ms. Templin seconded** this motion.

**Motion approved unanimously.**

## ADJOURNMENT

**Motion: Mr. McAllister** moved to adjourn the meeting.

**Second: Ms. Kilgore seconded** this motion.

**Motion approved unanimously.**

Meeting adjourned at 5:47 p.m.

SECRETARY \_\_\_\_\_  
Kelly Kilgore

CHAIR \_\_\_\_\_  
Bethany Griffith

SIGNED \_\_\_\_\_  
Tricia Suellentrop, County Librarian

**JOHNSON COUNTY LIBRARY  
GIFT FUND  
TREASURER'S REPORT**  
Period: JUNE-2023

			Receipts	Payments	Balance
	<b>Opening cash balance</b>				<b>\$221,266.39</b>
		Add Receipts	\$673.08		
		Less Payments		\$205.44	
	<b>Ending Cash balance</b>				<b>\$221,734.03</b>
		Less Liabilities		\$863.61	
	<b>Unobligated cash balance</b>				<b>\$220,870.42</b>

**APPROVED:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

# Briefing Sheet

**To:** Library Board of Directors  
**From:** Kinsley Riggs, Deputy County Librarian  
**Date:** August 10, 2023  
**Re:** **Consideration of Memorandum of Understanding (MOU) with Strawberry Week Society**

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**Issue:** Partnering with organization Strawberry Week Society to provide free period products in Johnson County Library public restrooms

**Suggested Motion:** I move to approve an MOU between Johnson County Library and the organization Strawberry Week Society that will provide the Library a quarterly delivery of period products to make available to the public across all 14 library locations.

**Background:** The Library seeks to enter into partnership with the nonprofit organization Strawberry Week, which will provide the Library a quarterly supply of period products at no charge to the Library for distribution in all public restrooms across its 14 locations. Strawberry Week seeks to decrease period poverty across the Kansas City metropolitan region by partnering with local agencies and organizations to provide free tampons, pads, and liners to the general public via schools, hospitals, libraries, and community groups.

Johnson County, KS Facilities Department does not currently provide period products to any Johnson County, KS government buildings, thus this partnership will serve to empower library patrons and increase access to our buildings by supplying often-needed products.

**Analysis:** The annual cost of products Strawberry Week agrees to supply would save the Library approximately \$3,171.16 on 10,000 pads and 6,000 tampons if the Library were to purchase supplies directly from County approved vendors. Staff's initial proposal also considered partnership with another distribution organization, Aunt Flow, which would have cost the Library \$4,000 annually for the same amount of product. An advantage of partnering with Strawberry Week is their willingness to increase our product quantities if it is found we need more in certain library locations. This partnership offers many advantages, including reinforcing a proactive and impactful approach to providing more seamless customer service, fostering a welcoming environment, safeguarding privacy and confidentiality by making products available without a patron needing to ask, and ensuring prolonged, comfortable access to information and library resources in our spaces.

**Funding Overview:** The Associate Director of Branch Services has approved a one-time budget allowance of approximately \$374.82 for containers to hold the provided products.

**Alternatives:** Not approve the MOU and continue to not provide period products for patrons in the library public restrooms.

**Recommendation:** To move to approve an MOU between Johnson County Library and the organization Strawberry Week Society that will provide the Library a quarterly delivery of period products to make available to the public across all 14 library locations.

**Budget Review:** Our Finance Director has reviewed and approves this expenditure.

**Legal Review:** This has been reviewed by legal counsel

## **Memorandum of Understanding (MOU) between the Johnson County Library and Strawberry Week Society**

This Memorandum of Understanding (MOU) is intended to document the relationship between the Johnson County Library (JCL) and Strawberry Week Society d/b/a Strawberry Week (Strawberry Week), a Kansas not for profit corporation, in support of our mutual efforts to provide free menstrual and period products to the public in all public restrooms of the branches of JCL. This will foster a welcoming environment which deepens a customer experience designed to empower patrons to thrive and prosper through increased convenience and guaranteed access to library resources. This MOU is in effect from the date of JCL's execution below through December 31, 2023.

Any party to the MOU may terminate their participation in this MOU by giving a 30-day written notice of termination to the other party.

<b>Johnson County Library Responsibilities</b>
<ul style="list-style-type: none"><li>● Stock free period products in every public restroom containing sufficient counter space across the 14 branches of JCL</li><li>● Provide containers to hold products for all public restrooms with counter space in all branches of JCL at a cost to JCL of approximately \$375.00, which is the total amount incurred by JCL under this MOU</li><li>● Promote partnership with Strawberry Week via JCL channels including but not limited to the website and social media accounts</li><li>● Create signage for promotion in restrooms cobranded with Strawberry Week and JCL logos</li><li>● Recognize that Strawberry Week has limited resources and any products provided will be subject to Strawberry Week's available inventory at the reasonable efforts of Strawberry Week who must balance the needs of all of their partners</li></ul>
<b>Strawberry Week Responsibilities</b>
<ul style="list-style-type: none"><li>● Deliver pads and tampons to the Central Resource Library once per quarter</li><li>● Provide language, information cards and marketing material for promotion</li><li>● Promote partnership with JCL on Strawberry Week's social media accounts in conjunction with JCL's external communications team. Any use of JCL name, library branch facility name, or logo by Strawberry Week is subject to the prior written approval of JCL.</li><li>● Notify JCL if Strawberry Week must stop providing products with as much notice as possible</li></ul>

### **About Strawberry Week**

Strawberry Week is an organization that is focused on addressing period poverty in our community through collecting and distributing products across the metro through partnership with local organizations, libraries, and schools. Strawberry Week is the only 501(c)(3) nonprofit organization that serves Kansas and Missouri whose mission is 100% focused on addressing period poverty by improving accessibility to period products to both underserved populations and the general public.



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Micheala Miller  
Founder, Chief Executive Officer  
Strawberry Week Society

Date:

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Tricia Suellentrop  
County Librarian,  
Johnson County Library

Date: \_\_\_\_\_

**To:** Library Board of Directors

**From:** Kinsley Riggs, Deputy County Librarian

**Date:** August 10, 2023

**Re:** Johnson County Library Strategic Plan 2024-2028

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**Issue:** Consider approving updated language for Key Performance Areas (Community, Convenience, Education, Operations, Communication) for the 2024-2028 Strategic Plan.

**Suggested Motion:** I move to approve the updated language for Key Performance Areas (Community, Convenience, Education, Operations, Communication) for the 2024-2028 Strategic Plan.

**Background:** Johnson County Library developed the 2014-2018 Strategic Plan in 2013 by gathering community data and staff input. This Strategic Plan had three Key Performance Areas (Community, Convenience, Education). In 2018 the Library worked with The University of Kansas Public Management Center to update the strategic plan and add two additional Key Performance Areas (Operations, Community). Throughout 2022 and 2023 we have been taking steps toward another renewal of this plan, keeping our five existing Key Performance Areas, and adjusting the language as you see on the following pages of the board packet.

**Analysis:** The current strategic plan expires at the end of 2023 and new language for the Strategic Plan Key Performance Areas for 2024-2028 is being presented to the Library Board for approval.

**Funding Overview:** N/A

**Alternatives:** The Library Board could recommend the Library take another path and not approve the new language for the Key Performance Areas for the 2024-2028 Johnson County Library Strategic Plan.

**Recommendation:** To approve the updated language for Key Performance Areas for the 2024-2028 Strategic Plan.

**Purchasing Review:** N/A

**Budget Review:** N/A

**Legal Review:** N/A

# Strategic Plan 2024-2028

<b>COMMUNITY</b>	We ensure everyone in our community is represented and welcomed.
<b>CONVENIENCE</b>	We make it easy for our community to incorporate library services into their lives.
<b>EDUCATION</b>	We connect our community to resources that support curiosity and lifelong learning.
<b>OPERATIONS</b>	We apply resources in ways that support our community's needs.
<b>COMMUNICATION</b>	We foster our community's relationship with the library.



**To:** Johnson County Library Board of Directors

**From:** Kelly Kilgore, Board Vice Chair

**Date:** August 10, 2023

**Re: Informational Item: County Librarian Appraisal Review Committee Updates**

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**Issue:** The Library Board shall annually establish a County Librarian Appraisal Review Committee ("Personnel Committee"). The Library Board Chair shall appoint all committee members, subject to the approval of the Library Board.

**Suggested Motion:** This item is being presented to the Library Board for information purposes this month.

**Background:** The Personnel Committee set forth in ARM 10-50-10 has authority only to review the annual performance of the County Librarian. The vice chair heads the annual performance evaluation process of the County Librarian, and works with the Personnel Committee, if any, appointed by the chair.

The Personnel Committee is appointed at the October Board Meeting, attends meetings to determine desired process and survey questions, and meets to discuss results of survey prior to presenting a recommendation to the Library Board in Executive Session no later than the November Board Meeting.

The Personnel Committee works with the Library Human Resource partner to determine the personnel review questions as well as the stakeholder group who receive the review survey.

**Analysis:** The Library Board Chair shall, subject to the approval of the Library Board, appoint two Library Board members in addition to the Vice Chair to compose the Personnel Committee.

**Recommendation:** To review and update the annual performance review process and survey questions. Anticipate having an Executive Session during the September Board Meeting for Board to review proposed updates.

**Legal Review:** No legal review needed.

**ADMINISTRATIVE REGULATIONS**

**TAB: Governance**

**DOCUMENT NUMBER: ARM 10-50-10**

**SECTION: Library Board of Directors**

**SUBJECT: BYLAWS OF THE BOARD OF DIRECTORS**

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**SUMMARY**

This document consists of the bylaws of the Board of Directors of the Johnson County Library, as amended. The bylaws are the rules adopted by the library board for management of its internal affairs.

**Review Date:**

August 2, 2016  
November 8, 2018  
October 22, 2020  
October 13, 2022

**MEETINGS**

**I. MEETINGS**

**Regular Meetings**

A. The Board shall conduct a regular meeting at least one time each month at such time and place as it shall determine. The Board may make such determination by the adoption of an annual calendar setting forth the usual date, time and place of such regular monthly meeting. Notice of regular meetings of the Board shall be posted at the Central Resource Library, the County Administration Building, on the Library website, and provided in writing a reasonable time in advance of the meeting, to members of the print and electronic media, and to other persons or organizations that request such notice pursuant to the Kansas Open Meetings Act.

**Changes**

B. The date, place, or time of a particular meeting may be changed by the affirmative vote of a majority of the directors present and voting at the regular meeting prior to the meeting affected.

**Special Meetings**

C. Special meetings may be called by the chair or upon written request of a majority of the Directors. Written notice stating the date, place and time of any such special meeting and the purpose for which the same is called shall, unless waived, be given to each Director at least five days in advance of such meeting, and no business other than that stated in the notice shall be transacted at such meeting. Notices of such special meetings shall be given in the same manner as notices of regular Board meetings; provided, however, that notices to Directors may be given by U.S. mail, telephone, facsimile, or electronic mail.



Open Meetings Law	D. All meetings of the Board shall be open to the public pursuant to the Kansas Open Meetings Law, K.S.A 75-4317, except for lawful executive sessions.
Parliamentary Rules	E. In the event of controversy in matters relating to the conduct of business at Board meetings, the rules of order contained in the most recent version of Robert's Rules of Order, shall govern the Board in its deliberations in all cases to which they are applicable except when such rules are in conflict with these bylaws.
Suspension of Rules of Order Rules	F. The rules of order, other than such rules as may be prescribed by statute, may be suspended at any time by the consent of a majority of the Directors present at any meeting.
Agendas and Information Provided to the Board	<p>G. An agenda for each regular meeting of the Board shall be prepared by the County Librarian preceding such meeting. Directors who wish to have items included on the agenda for a regular meeting shall submit such items to the County Librarian at least one week prior to such meeting. The County Librarian shall place on the agenda for a regular meeting under Old or New Business (whichever is appropriate) any item requested by a Director. The chair, with the consent of the Director proposing consideration of the item or the consent of the Board, may defer discussion on an agenda item to a future Board meeting. The agenda shall be delivered to each member in advance of a regular Board meeting. If necessary, changes may be made to the agenda and the revised agenda distributed at the beginning of the meeting. The agenda should list every significant item that will be discussed. Directors are encouraged to participate in every agenda item by asking questions, providing information, expressing opinions and voting on all issues presented for action. No later than Friday preceding a regular meeting of the Board, each Director should receive, at the Director's address as designated by the Director, a packet of information relating to the next Board meeting containing the following:</p> <ol style="list-style-type: none"> <li>1. An agenda</li> <li>2. Minutes of previous meeting</li> <li>3. Information on all consent items</li> </ol> <p>Recommendations and proposed resolutions with supporting information and reports</p> <ol style="list-style-type: none"> <li>4. Discussion items with information and reports</li> <li>5. Library revenue and expense information with budget comparisons and with narrative describing important changes and major variations, County Librarian report on important developments in the Library.</li> </ol>

## OFFICERS AND DUTIES

## II. OFFICERS AND DUTIES

Officers	A. The officers of the board shall be a chair, a vice chair/secretary and treasurer, elected from among its members at the regular April meeting of the board.
Nominations	B. A nominating committee shall be appointed by the chair in February and shall present its recommended slate of officers at least two weeks prior to the regular April meeting of the Board.
Terms of Office	C. Officers shall serve a term of one-year commencing immediately upon election and until their successors are duly elected, unless the officer's term as a Director shall terminate earlier. No Director shall serve more than two terms in the same office consecutively.
Chair's Duties	D. The chair shall preside at all meetings, appoint all committees, subject to the approval of the Board, authorize calls for any special meetings, and generally perform the duties of a presiding officer and those duties specified for the chair in the bylaws.
Vice Chair/ Secretary's Duties	E. The vice chair, in the absence of the chair from a Board meeting, shall conduct the meeting and perform any necessary additional functions authorized by a majority of those present. The vice chair shall serve as secretary and sign all minutes prepared by the clerk of the Board. The vice chair heads the annual performance evaluation process of the County Librarian, and works with the Personnel Committee, if any, appointed by the chair.
Treasurer's Duties	F. The duties of the treasurer are set forth in K.S.A. 12-1226, but the treasurer may be assisted by staff in performing those duties.
Unexcused Absences	G. The unexcused absence of a Director from two (2) consecutive meetings shall be cause for the chair to prepare and transmit to such Director a letter reminding the Director that the Board of County Commissioners adopted Resolution No. 106-81, which states that the unexcused absence of an appointed Board member from three (3) consecutive meetings of that Board will be construed as a resignation from the Board.
Vacancies	H. Vacancies on the Board shall be filled by appointment for the unexpired term in accordance with K.S.A. 12-1222. The chair shall notify the Board of County Commissioners whenever a Board vacancy occurs or when a Director has incurred three (3) consecutive unexcused absences. Vacancies in a

Board officer position shall be filled by election at the Board meeting next succeeding the occurrence of the vacancy.

## COMMITTEES

### Standing and Special Committees

## III. COMMITTEES

Standing and special committees, as appropriate, made up of Board and non-Board members, may be appointed by the chair with the approval of the Board, for the study and investigation of special problems, or in connection with any of the Board's powers and duties set forth in K.S.A. 12-1223 or 12-1225.

## QUORUM

### Formula

## IV. QUORUM

A quorum for the transaction of business shall consist of four members of the Board.

## COUNTY LIBRARIAN

### County Librarian's Duties

## V. LIBRARIAN

The County Librarian is the executive officer of the Library and shall have sole charge of administration of the Library under the direction and review of the Board. The County Librarian shall be held responsible for the care of the buildings and equipment, for the direction of the Staff, for the efficiency of the Library's service to the public, and for the operation of the Library under the financial conditions set forth in the annual budget. The County Librarian shall attend all Board meetings, except for excused absences or those discussing the appointment or salary of the County Librarian.

## ORDER OF BUSINESS

## VI. ORDER OF BUSINESS

The Board shall generally follow Robert's Rules of Order for the order of business with adjustments as needed.

## AMENDMENT OF BYLAWS

### Criteria for Amendment of Bylaws

## VII. AMENDMENT OF BYLAWS

These bylaws may be amended by four (4) or more Directors present at any meeting of the Board, provided that the proposed amendment is presented and recommended for adoption by vote of not less than three Directors at the immediately preceding regular meeting of the Board after written notice that contains (1) the present wording of the provision being amended, (2) the proposed amendment, and (3) the rationale for the proposed amendment.

October 13, 2022

**ARM 10-50-10 End**

## **APPENDIX**

### **Order of Business**

In general, regular Board meetings shall have the following order of business:

- I. Call to Order – quorum determination
- II. Citizen Comments
- III. Remarks
  - a. Library Board of Directors
  - b. Friends of the Johnson County Library
  - c. Johnson County Library Foundation
  - d. Board of County Commissioner Liaison
- IV. Reports
  - a. Board Counsel
  - b. County Librarian
  - c.
- V. Consent Agenda
  - a. Action Items
  - b. Information Items
  - c. Gift Fund Report
- VI. Old Business
- VII. New Business
- VIII. Adjournment

# Briefing Sheet

**To:** Johnson County Library Board of Directors

**From:** Kinsley Riggs, Deputy County Librarian

**Date:** August 10, 2023

**Re:** **Information Item: Creation of a Term and Supply for Communication Vendors**

---

**Issue:** The Library is looking to establish a Term and Supply arrangement with a wide variety of vendors that have been identified as part of the varied communication platforms and information channels that are used to promote the Library services and programs. With a total planned expenditure amount not to exceed \$299,300.00.

**Suggested Motion:** At this time no motion as this is being presented for informational purposes and planned to be brought back as an action item in September.

**Background:** The Library has a number of communication platforms and channels that are used to promote Library services and programs. The current vendor spending limits from a purchasing standpoint for these varied communication services with vendors currently has a hard spending limit of \$10,000 or less.

County purchasing limits have not been increased since 2004. This means that as time goes the price limits have not kept pace with inflation. In order to exceed that amount an exception form needs to be compiled and receive a number of additional permissions. Limits are often reached early in the year with only one campaign, so we are unable to have flexibility with vendors that reach key patron segments as opportunities and new promotions come up throughout the year.

A solution to this situation is having a list of possible vendors as part of a Term and Supply approved by the Library Board that gives spending limit increase permissions for the promotion of Library services and programs.

The attached is a list of vendors the Library is requesting to be a part of this approved Term and Supply with a current amount that would be spent with a proposed up to amount if approved by the Library Board. The requested amount represents approximately half of the Library's annual marketing and communications budget and, by recent survey, is in approximately the 50<sup>th</sup> percentile of advertising spends by comparably sized library systems.

**Analysis:** The promotion of Library services and programs is an important and effective method of keeping the library and its services front of mind for our community. The library has seen a significant increase in Library card applications after advertising campaigns and the Library sees a boost in specific service usage after they are advertised. When taxpayers are utilizing the library, they see on average a 3 to 1 return on investment of their tax dollars. The library believes that informing the public of the library's programs and resources is an effective way to help maximize the public return on investment.

This request has been done in conjunction with County Purchasing as a way to increase purchasing authorization thresholds for vendors that provide these communication and marketing services.

**Legal Review:** This is to establish increased expenditure authorization thresholds and actual contracts with the individual vendors would still need to go through legal counsel review and receive County Librarian approvals.

**Recommendation:** Formal recommendation planned to be made in September.

**Suggested Motion:** This is currently informational.

## List of Communication Vendors for Term and Supply Request - August 2023

<b>Vendor Spend</b>	<b>Current</b>	<b>Proposed</b>
KC Parent	\$9,500	\$12,500
KC Mom Collective	\$10,000	\$15,000
MetroMedia/Town Square Publishing	\$8,500	\$11,000
Post Publishing	\$10,000	\$15,000
National Cinemedia	\$20,000	\$20,000
ScreenVision	\$10,000	\$20,000
UMKC KCUR	\$8,800	\$12,000
KCPBS	\$10,000	\$15,000
The Bridge	\$9,000	\$11,000
Steel City Media	\$9,500	\$13,000
Audacy	\$9,500	\$13,000
SMSD	\$9,500	\$11,000
Blue Valley/Gardnder/Spring Hill Magazine	\$9,900	\$12,000
Pandora	\$9,000	\$13,000
Spotify	\$9,000	\$13,000
Stellar Image Studios	\$9,900	\$15,000
Signs By Tomorrow	\$25,000	\$25,000
Google/YouTube	\$10,000	\$13,000
Outfront	\$9,000	\$13,800
Burdiss	\$8,000	\$11,000
Johnson County Transit Bus	\$15,000	\$15,000
<b>Total Spend</b>	<b>\$229,100</b>	<b>\$299,300</b>



**To:** Johnson County Library Board of Directors

**From:** Kinsley Riggs, Deputy County Librarian

**Date:** August 10, 2023

**Re:** **Consideration of Memorandum of Understanding (MOU) with the City of Prairie Village to Jointly Engage in a Site Design Study and Gather Public Input and Feedback**

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**Issue:** Consider approving an MOU with the City of Prairie Village to Jointly Engage in a Site Design Study and Gather Public Input and Feedback.

**Suggested Motion:** This item is being presented to the Library Board for information purposes this month. Action is anticipated to be requested at the September Library Board meeting.

**Background:** In 2015, the Library Board approved the Comprehensive Library Master Plan (CLMP) and the plan was partially funded the following year by the Board of County Commissioners. At that time, Corinth was one of the first five priorities to be replaced. In 2019, the Library and the City of Prairie Village entered into an MOU to measure public sentiment regarding a shared campus for a potential Community Wellness and Recreation Center and a replacement for the existing Corinth Library. A second phase MOU was contemplated by both parties but put on hold by the City during the COVID-19 pandemic.

As a part of the 2024 Capital Improvement Plan, the Library Board approved funding for a Corinth Library Programming Study to be performed in 2024. The programming study will be important for the library to complete to understand services and functions that will occur in a new Corinth branch, as well as refining total project costs for the expected capital project. This is different than the study this MOU would enter the Library into – which would look at the site in and around Harmon Park to envision what a shared campus for the Library and a Community Wellness and Recreation Center could look like.

**Analysis:** The MOU provides for the parties to develop an RFP seeking a consultant who would (1) engage the public on the site design study and (2) study the site design for the study area, including producing conceptual designs for the Community Center and Library. The Library and City, and YMCA (via a separate agreement) would share costs for this work. The study costs would not exceed \$50,000 for the Library.

This agreement stipulates that the Library is under no obligation to use the consultant for Architectural Services for the new Corinth Library. The Library and City separately retain discretion to consider the results of this study and at their sole discretion will consider whether it will continue as a participant in the project. If the Library chooses to move forward with the project, separate and more specific agreements would follow.

The Prairie Village City Council unanimously approved this MOU at their 7/17 Council meeting.

**Budget Review:** There is sufficient budget authority in the 2023 and 2024 Library Operating Fund to fund the Library's portion of the work.

**Legal Review:** Library legal counsel has approved the MOU.

**Alternatives:** 1) Not approve the MOU, which would end our partnership on the joint site concept.

**Recommendation:** To approve an MOU with the City of Prairie Village to Jointly Engage in a Site Design Study and Gather Public Input and Feedback.

**Suggested Motion:** This item is being presented to the Library Board for information purposes this month. Action is anticipated to be requested at the September Library Board meeting.

**MEMORANDUM OF UNDERSTANDING FOR  
SECOND PHASE OF THE PROJECT STUDY UNDERTAKEN BY THE CITY OF  
PRAIRIE VILLAGE AND THE JOHNSON COUNTY LIBRARY**

This Memorandum of Understanding for the Second Phase of the Project Study (the "Second Phase MOU") is entered into this 17<sup>TH</sup> day of JULY, 2023, by and between the **City of Prairie Village, Kansas** with its principal office located at 7700 Mission Road, Prairie Village, Kansas 66208 ("the City"), and the **Board of Directors of the Johnson County Library, Johnson County, Kansas**, with administrative offices located at 9875 W. 87<sup>th</sup> St., Overland Park, Kansas 66212 ("JCL"). The City and JCL are occasionally referred to in this Second Phase MOU individually as "Party" and collectively as "Parties."

**RECITALS**

A. The City is a Kansas municipal corporation and is authorized to enter this Second Phase MOU by the powers vested in it by Article 12, Section 5 of the Kansas Constitution.

B. JCL is a quasi-municipal corporation organized under the laws of the state of Kansas and is authorized to enter this Second Phase MOU by the powers vested in it by K.S.A. 12-1223 *et seq.* JCL presently operates the Corinth Library at 8100 Mission Road in the City. JCL has successfully implemented agreements with cities in which JCL has, at its expense, constructed libraries and the cities have constructed, at their expense, public facilities and parking for the library and those adjacent public facilities. JCL, for example, constructed the award-winning Lenexa City Center Library at the Lenexa City Center on land donated by the city of Lenexa.

C. On July 15, 2019, the City and the Library entered into a Memorandum of Understanding (the "First MOU") pursuant to which, among other things, they agreed to study the market feasibility of constructing a community recreation and wellness center ("Center") and a new Johnson County Library branch facility ("Branch") (collectively, Center and Branch are "Project") on land that is in close proximity to the City's Harmon Park, swimming pools, and tennis courts.

D. JCL and the City now desire to take additional steps to study the possibility of constructing the Project, considering all site factors, including but not limited to protection of the historic trail located in the area of the Project, access routes, drive-thru capabilities, visibility, parking and landscaping

E. The Parties accordingly desire to enter into this Second Phase MOU to set forth the terms pursuant to which they will collaborate to undertake (1) engaging the public for feedback and input on the site design study, including for a new Branch constructed and operated by JCL and a Center constructed by the City and (2) a joint study to develop a site design for the Project.

**AGREEMENT**

NOW, THEREFORE, for the mutual promises and covenants contained herein, the Parties incorporate by reference the Recitals set forth above in this Second Phase MOU and agree as follows:

## 1. PROJECT STUDY.

A. The Parties agree to continue their collaboration on a plan to study the possibility of constructing the Project on City land that is in close proximity to the City's Harmon Park, swimming pools, and tennis courts ("Project Study"), taking into account the plans of JCL and the City.

B. The area designated for the Project Study ("Project Study Area") is shown as indicated on the diagram attached to the First MOU, which is incorporated in this Second Phase MOU by reference.

C. The Parties previously completed a market feasibility study of the Project, as Phase One of the Project Study, as more fully set forth in that First MOU, which demonstrated that the City and JCL would mutually benefit from locating the Center and Branch within the Project Study Area in a way that positively impacts the Parties' respective patrons, the local community, and greater public.

D. The Parties agree that the remaining phases of the Project Study to be undertaken are (I) Community Engagement Evaluation and (II) Project Site Design Study (collectively, Community Engagement Evaluation and Project Site Design Study are the "Initial Design Process"). This Second Phase MOU provides for the Parties to participate in the Initial Design Process as part of the Project Study.

## 2. INITIAL DESIGN PROCESS.

A. Third-Party Consultants. The Parties will procure one or more qualified, third-party professionals and architects ("Professionals") to conduct the Initial Design Process. The Professionals will assist the Parties (1) to engage the public on the site design study ("Community Engagement Evaluation") and (2) to study the site design for the Project Study Area, including designs for the Center and Branch located within the Project Study Area ("Project Site Design Study").

1. Following execution by the Parties of this Second Phase MOU, the Parties will cause to be issued a Request for Proposal ("RFP") issued by the City for procurement of Professionals' services in the Initial Design Process.

2. The City and JCL will cooperate to develop the RFP criteria in accordance with City and Johnson County, Kansas purchasing rules and regulations and will form a joint selection panel to select the Professionals to conduct and participate in the Initial Design Process.

3. The City and JCL agree that there is no guarantee that the selected third-party professionals or architects for the initial site design study will be the professionals that are selected for the design of the Center or Branch.

The Parties anticipate that the City and JCL will enter into separate contracts with Professionals. Nothing herein shall be deemed to require that either Party enter into any contract(s) pursuant to

the RFP and, if no contract(s) is/are entered into, the Parties shall no longer be bound by this Second Phase MOU.

B. Community Engagement Evaluation. Community Engagement Evaluation may occur before, simultaneous with, and following the Project Site Design Study, as necessary. The Community Engagement Evaluation's purpose is to give individual members and stakeholders in the local community opportunity to review concepts, site designs, and renderings and offer feedback to advise the Parties on the Project concepts and designs that appeal to the community and public, including the Project as a whole and the Center and Branch individually. The Community Engagement Evaluation will present for public consideration designs and site plans for the Center, Branch, and Project Study Area produced throughout the Project Site Design Study. Community consideration will consist of but not be limited to public input sessions and meetings with representatives from the City and JCL, as appropriate, and Professionals hosted by the Parties collectively and each Party individually. In-person, passive, online, and digital means for the public to comment or provide feedback will be considered by the Parties. The Parties will cooperate to schedule input sessions and meetings for Community Engagement Evaluation and share feedback from sessions. Community Engagement Evaluation will be undertaken by each of the Parties by engaging their various stakeholders and individual patrons and community members.

C. Project Site Design Study. The Project Site Design Study's purpose is to (1) cause the Professionals to produce architectural renderings and designs of the Center, Branch, and public open spaces within the Project, including landscaping and hardscaped features located within the Project Study Area, for consideration in the Community Engagement Evaluation; (2) engage in programming planning to determine what activities will occur and how much space will be required for Library and City with respect to building sizes and associated parking needs; (3) study site feasibility with respect to where each programmatic element will occur; and (4) engage in cost estimating to determine anticipated costs. The Branch will be its own structure separate from the Center located within the Project Study Area on real property owned by JCL, which will be reflected in the Project Site Design Study. The Branch will include a drive-thru and drive-up library material return. Work product resulting from the Project Site Design Study may be used in the Parties' potential construction and development of the Project, should one or more of the Parties decide to move forward with any portion of the Project. However, the architectural renderings and design shall be conceptual and may be changed by the Parties in final design if the Project moves forward. The Project Site Design Study may occur before, simultaneously with, and following the Community Engagement Evaluation, as necessary.

D. Vehicle Parking Considerations. The Parties acknowledge and agree analyzing vehicle parking options for Project patrons, staff, and delivery vehicles will be undertaken as part of the Initial Design Process. Simultaneously to the Initial Design Process, the City will undertake reasonable efforts (at such costs or at no costs, as determined by the City) to study and investigate the effect on the Project of vehicle parking in surface parking lots owned by, and constructed at the expense of, the City adjacent to or near the Project Study Area, including but not limited to those parking lots utilized by school students. The Project Site Design Study will take into account these studies and investigations conducted by the City, among other factors, to determine optimal vehicle parking offerings for Project patrons. The investigations of parking on property separate from the Project Study Area by the City will be conducted separate from the Project Site Design Study.

E. Costs. The Parties estimate the cost to conduct the Initial Design Process with the Professionals will be not more than \$150,000.00. The Parties commit to share equally in the costs of this Initial Design Process in amounts not more than the following (or in equivalent proportions if the total cost for the Initial Design Process is less than \$150,000.00):

1. City – one-third (1/3) (not to exceed \$50,000)
2. Library one-third (1/3) (not to exceed \$50,000)
3. YMCA– one third (1/3) (not to exceed \$50,000) (under separate agreement between City and YMCA)

The parties agree that these sums shall be used solely for the payment of the Professionals described in section 2.A. They agree that in the event that a Party decides to retain its own architects, planning professionals and/or owner's representatives to assist it, that Party shall be solely responsible for the costs incurred. Such costs shall in no event be included in the \$150,000 cost-sharing arrangement described in this subsection 2.E.

F. Communication. The City and JCL will collaborate on messaging and communications during the Project Study and the Initial Design Process. Each Party will disseminate information about the Project Study using their individual channels.

G. Discretion to Consider Results of Initial Design Process. The Parties will share the work product from the Project Site Design Study and the Community Engagement Evaluation equally among the Parties. Upon completion of the Initial Design Process, the City and JCL will consider the results of the Project Site Design Study and Community Engagement Evaluation. Each Party, at that Party's sole discretion, will determine whether the Party will continue as a participant in the Project. In the event the Parties intend, based upon each Party's sole, respective discretion, to proceed with undertaking in the development, construction, and operation of the Project beyond the Project Study, then the Parties will consider agreements for property conveyance and other operational and management terms for the Center, Branch, and Project. The Parties are under no obligation to participate in the development, construction, or operation of the Project beyond the Project Study under this Second Phase MOU.

**3. SCHEDULE.** The City and JCL agree to diligently pursue the Initial Design Process. The Initial Design Process will be completed on or before a date mutually agreeable to the Parties.

**4. APPROVAL OF THIS SECOND PHASE MOU.** The Governing Body of the City and the Board of Directors of JCL must approve this Second Phase MOU for it to be effective. At the time of execution, each Party represents and warrants that this Second Phase MOU has been properly authorized and approved to be effective.

**5. NO LIMITATION OF POWER.**

A. Nothing in this Second Phase MOU shall be construed as a limitation on the ability of the City to exercise its governmental functions or to diminish, restrict or limit the police powers of the City granted by the Constitution of the state of Kansas and the United States, statutes, or by general law.



B. Nothing in this Second Phase MOU shall be construed as a limitation on the powers, rights, authority, duty and responsibility conferred upon and vested in JCL and the City by the laws and Constitution of the state of Kansas and the United States.

**6. COOPERATION.** The Parties agree to exercise good faith and cooperate with each other to communicate and conduct the Initial Design Process contemplated herein.

**7. NOTICES.** Any notice, request, approval, demand, instruction, or other communication to be given to either party hereunder, unless specifically stated otherwise herein, shall be in writing and shall be conclusively deemed to be delivered (i) when personally delivered, (ii) when deposited in the U.S. mail, sent by certified mail return receipt requested, (iii) when sent by overnight courier, or (iv) when sent by facsimile with a confirmed receipt, but in all cases addressed to the parties as follows:

To JCL: Tricia Suellentrop, County Librarian  
Johnson County Central Library  
9875 W. 87<sup>th</sup> St.  
Overland Park, KS 66212  
Phone: 913-826-4600  
Email: [SuellentropP@jocolibrary.org](mailto:SuellentropP@jocolibrary.org)

With a Copy to: Fred J. Logan, Jr.  
Logan, Logan & Watson, L.C.  
8340 Mission Rd., Suite 106  
Prairie Village, KS 66206  
Phone: 913-381-1121  
Email: [flogan@loganlaw.com](mailto:flogan@loganlaw.com)

To CITY: Wes Jordan, City Administrator  
7700 Mission Road  
Prairie Village, KS 66208  
Phone: (913) 385-4621  
E-mail: [wjordan@pvkansas.com](mailto:wjordan@pvkansas.com)

With a Copy to: David E. Waters  
Spencer Fane LLP  
6201 College Boulevard, Suite 500  
Overland Park, KS 66211  
Phone: (913) 327-5189  
E-mail: [dwaters@spencerfane.com](mailto:dwaters@spencerfane.com)

**8. GENERAL MATTERS.**

A. This Second Phase MOU shall be governed by and construed under the laws of the State of Kansas.

B. No party shall assign this Second Phase MOU without the written consent of all Parties.

C. The recitals set forth above are true and correct and are incorporated herein by reference and made a part of this Second Phase MOU. This Second Phase MOU constitutes the entire agreement between the Parties and supersedes all prior agreements, whether written or oral, covering the same subject matter. This Second Phase MOU may be modified or amended only upon written instrument executed by the Parties required to consent to such amendment.

D. No member of the Governing Body, official or employee of the City shall be personally liable to JCL, or any successor in interest to JCL, pursuant to the provisions of this Second Phase MOU or for any default or breach of the Second Phase MOU by the City.

E. No member of the Board of Directors, official or employee of JCL shall be personally liable or obligated to perform the obligations of JCL, pursuant to the provisions of this Second Phase MOU or for any default or breach of the Second Phase MOU by JCL.

F. The signatories to this Second Phase MOU covenant and represent that each is fully authorized to enter and to execute this Second Phase MOU on behalf of the named party.


G. It is agreed that nothing in this Second Phase MOU is intended to, nor does it create or establish a joint venture between the Parties, or as constituting any agency relationship.

H. Nothing contained in this Second Phase MOU shall be construed to confer upon any other party the rights of a third-party beneficiary.


The parties have executed this Second Phase MOU on the date first written above.

*[Remainder of page intentionally left blank; Signature Pages follow.]*

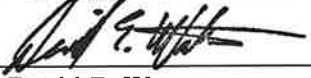
**CITY OF PRAIRIE VILLAGE, KANSAS**

By:   
Eric Mikkelson, Mayor

**ATTEST:**

By:   
Adam Geffert  
City Clerk

**APPROVED AS TO FORM:**

By:   
David E. Waters  
City Attorney

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

By: \_\_\_\_\_  
Bethany Griffith  
Chair

**ATTEST:**

By: \_\_\_\_\_  
Kelly Kilgore  
Secretary

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Fred J. Logan, Jr.  
Board Attorney

# Briefing Sheet

**To:** Johnson County Library Board of Directors

**From:** Kinsley Riggs, Deputy County Librarian

**Date:** August 10, 2023

**Re:** **Consideration of contract with MEI Total Elevator Solutions for elevator upgrades at Corinth**

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**Issue:** Consider approving a contract with MEI Total Elevator Solutions to provide elevator modernization upgrades at Corinth Library.

**Suggested Motion:** This item is being presented to the Library Board for information purposes this month. Action is anticipated to be requested at the September Library Board meeting.

**Background:** The elevator at Corinth is past the end of its functional life. Many parts are obsolete and direct replacement is not possible. The elevator services public areas between the ground and basement floors. While the Corinth elevator is currently working, upgrades are necessary to prolong the life of the equipment.

**Analysis:** Elevator work was planned to occur as a part of the 2024 Capital Replacement Program (CRP) work. Staff recommend getting started on this work slightly ahead of schedule because of the issue we had with the elevator at Cedar Roe. Elevator modernization upgrades are preferred over a complete replacement because Corinth Library is anticipated to be replaced in 2028.

There will be lead time for receiving parts and scheduling the work. It is likely the work will be scheduled in 2024. During the upgrade work, the elevator will be unavailable. We do not anticipate a closure at this time. Because the elevator will be offline during the upgrades, patrons and staff will need to use the stairs to access the lower level.

Library Administration recommends approval of this contract.

**Budget Review:** Funding for this work is included in the CRP budget.

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

**Alternatives:** 1) Not approve the contract.

**Recommendation:** None at this time.

**Suggested Motion:** This item is being presented to the Library Board for information purposes this month. Action is anticipated to be requested at the September Library Board meeting.



# MEI

TOTAL ELEVATOR SOLUTIONS

Kansas City Branch  
1144 Booth Street  
Kansas City, KS 66103  
Phone: (816)221-3778 Fax: (816)221-4254  
www.meiusa.com

Date: 7/27/2023

QUOTE NUMBER: 18963 - Rev 1

## Elevator Modernization Agreement

### EQUIPMENT LOCATION:

CORINTH LIBRARY  
8100 Mission Rd.  
Prairie Village, KS 66208

### ELEVATOR DESCRIPTION:

Elevator ID: A1217-COL1

Description: ELEV 1 - CORINTH LIBRARY

### SUBMITTED TO:

JOHNSON COUNTY KANSAS  
FACILITIES MANAGEMENT STE 2100  
OLATHE, KS 66061

### ATTN:

Brad Morgan  
913-562-4914  
Bradley.Morgan@jocogov.org

### Type of Work: Modernization

This Modernization Agreement ("Agreement") is proposed as of this 27th day of July, 2023 ("Effective Date") between MEI Total Elevator Solutions ("MEI"), and "Customer": JOHNSON COUNTY KANSAS, FACILITIES MANAGEMENT STE 2100, OLATHE, KS 66061. MEI and Customer are collectively referred to herein as the "Parties" or individually as a "Party". MEI proposes to furnish certain maintenance services to Customer as provided herein.

### Scope of Work:

**MEI is providing this proposal to perform the following work:**

#### CONTROLLER:

This controller will be non-proprietary meaning that any elevator company will be able to work on it in the future. Engineering and technical support will be available for the vendor of the customers choice. No programming tool will be required.

A non-proprietary affidavit is attached to this proposal and signed by MEI guaranteeing our equipment to be non-proprietary to protect you as the customer

New solid-state microprocessor controller

New solid state motor starter

New solid-state landing system

New Machine Room and Hoistway wiring

#### FIXTURES:

New in car ADA operating panel with digital position indicator & ADA compliant hands free phone, camera for in car visual, screen for text messaging to meet the new A17.1-2019 code

New hall stations at all landings

New emergency car lighting

Phase I & Phase II fire fighters service key switches to meet code

New direction lantern

#### MACHINE ROOM EQUIPMENT:

New hydraulic power unit with new motor,pump,valve,silencer & tank

New shut valve as needed

New hydraulic oil

#### MISCELLANEOUS:

Removal of all decommissioned equipment

Any equipment not specifically included in the scope of work above is to be retained and reused

Permit & inspection included

Building owner to provide code compliant hard wired internet connection to the elevator controller in the machine room

Building owner to provide code compliant hard wired phone line to the elevator controller in the machine room

#### NEW DOOR EQUIPMENT:

New non-proprietary solid state door operator

New door clutch

New contact kits for hall interlocks & car gate switch

New pickup rollers, hanger rollers, gibs and fire tabs on as needed basis to replace all worn ones

**Date: 7/27/2023**

**QUOTE NUMBER: 18963 - Rev 1**

New 3D electronic light curtain that detects passengers entering or exiting the elevator to meet the new A17.1-2019 code

**NEW HOISTWAY EQUIPMENT:**

New pit stop switch

New car top inspection station

New escape hatch switch

New guide inserts replaced on existing guides

New Jack Packing

**SPECIAL CONDITIONS:**

1. Lead time for engineering and materials is presently running approximately 12 weeks after all submittal and approved documents along with selections have been processed by MEI Total Elevator Solutions. All selections must be in before the lead time begins. Alternates will extend lead times depending on when bid is signed and vendors current lead times.
2. We project the work as explained to take approximately 4 weeks to complete. MEI will provide a schedule for install once the contract is returned fully executed & after required down payment is received. You will be placed into our first available spot after your materials arrive.
3. This proposal does not include any provisions for running the car for related work contractors. If access to the hoistway is required, the time will be billed as an add to the contract at a rate of \$330.00 per hour.
4. This proposal is bid as ANSI A17.1-2019. If a newer code is adopted and put into place by State/City then any additional required items will be bid as additional to this proposal to meet that new code.
5. Due to unprecedented supply chain disruptions, MEI is unable to guarantee an exact start or completion date on this project. MEI will communicate with our materials suppliers and make every effort to meet the desired schedule.

**WORK TO BE COMPLETED BY OWNER/OTHERS. (NOT INCLUDED BY MEI):**

All work necessary to provide a code compliant hoistway, machine room, electrical service, phone line, ventilation, smoke detectors, sprinklers and the cab finished flooring to complete this installation shall be completed by the owner and/or its subcontractors in accordance with governing codes. The following is a suggested list of items that the Authority Having Jurisdiction (AHJ) will require. Note: this list is a guideline and is not comprehensive for all installations; refer to subcontractors for related work code requirements.

1. GENERAL:
  - a. Code approved hoistway, including any patching or reinforcement to provide fire rating and restore structural integrity
  - b. Code approved machine room with self-closing and self-locking door
  - c. Code approved pit
  - d. Fire Extinguisher in machine room
  - e. Patching and painting, as necessary
  - f. Any other building work required to meet code or any work not specifically included in our proposal
2. ELECTRICAL:
  - a. Smoke detectors/fire service as required by code with dry contacts wired to the elevator controller
  - b. Fire alarm panel as required by code
  - c. Machine room lighting and GFCI convenience outlet
  - d. Pit lighting and GFCI convenience outlet
  - e. 110VAC lockable, code approved disconnect for cab lighting
  - f. Main line disconnect to meet elevator equipment requirements including shunt trip and/or auxiliary contacts as necessary
  - g. Building ground wire to the elevator is required for proper operation
  - h. Dedicated analog phone line piped to the elevator controller
  - i. Any wiring necessary to connect the mechanical systems for HVAC for machine room and hoistway
  - j. Disconnect must have proper ground for controller operation
  - k. Disconnect must have proper sized wire for controller operation
3. SPRINKLER SYSTEM:
  - a. Owner to meet all code requirements as necessary
4. MECHANICAL:
  - a. Sump pump in pit, as required by code
  - b. Hoistway venting and fire damper, as required by code
  - c. HVAC necessary to maintain the machine room and hoistway temperature between an ambient room temperature between 55 and 85 degrees Fahrenheit

**WARRANTY:**

1. The warranty provided starts on the date of final inspection. Warranty shall include coverage of elevator system controller, operating equipment and devices that are defective, or improperly installed/adjusted. All work will be performed during normal working hours and normal working days of the elevator trade. If service is requested outside of normal working hours and normal working days, it will be billed at our then current charge out rates.
2. MEI shall not be responsible for work required due to abuse or misuse by others, acts of god, elevator running on arrival of mechanic or on parts that were not installed or replaced under this specification

Subject to the provisions of this Agreement, MEI will perform the work as described in this section. If Customer requests services not listed, Customer agrees to pay MEI for such additional work at MEI's then-current rates. The Work will be provided pursuant to the terms and conditions in this Agreement and MEI's Terms and Conditions (the "T&C").



Date: 7/27/2023

QUOTE NUMBER: 18963 - Rev 1

**Price:****\$129,563.00****Payment Terms:**

All Modernization Fees are due and payable to MEI on the following schedule:

- 40% of the Modernization Fee is due at the time of signing this Agreement. Customer understands that MEI will not order parts or materials, or schedule the Work, until this payment has been received by MEI.
- 35% of the Modernization Fee will be billed when a majority of the materials have been received. Customer understands that MEI will not schedule the Work until this payment has been received. Customer understands that timing issues may result in needing to expedite this payment.
- The Balance (approximately 25%) of the Actual Modernization Fee will be billed upon completion of the Work. The payment terms for this portion of the Work will be due in Net 30 terms.

If Customer fails or refuses to pay MEI all or any part of the Fees when due, MEI may use any remedy specified in the T&C. Invoices issued under this Agreement for additional work will be billed as the work is performed and are due and payable to MEI on a Net 30-day basis. If, at any time, the Work is terminated by either Party, MEI will issue a final invoice to the Customer. Customer agrees to immediately issue payment to MEI for all work completed up to the termination date.

**Agreement Terms**

The Term of this Agreement starts when fully executed by both Parties and terminates when the Work is performed by MEI and paid for by Customer. Notwithstanding the foregoing, if Customer has not made any preliminary payment required in Payment Terms within 15 days of signing this Agreement, MEI may terminate this Agreement upon notice to Customer, and without any liability to Customer.

The provision of the Work and payment therefore is subject to, and Customer agrees to be bound by the T&C as published by MEI from time to time, a current copy of which is attached hereto. This Agreement: (i) may be executed in counterparts, including electronic counterparts, each of which shall be deemed an original but all of which shall be deemed one and the same Agreement; (ii) is binding upon and inures to the benefit of MEI and Customer and their respective successors, transferees, or assignees; (iii) together with the T&C, constitutes the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior agreements, representations, communications and understandings, oral or written; and (iv) may not be amended except by a written agreement signed by both Parties. If there is a conflict between the terms of this Agreement, the Proposal and the T&C, the T&C shall govern and supersede the Agreement and the Proposal.

By signing this Agreement, Customer hereby applies for credit and affirms financial responsibility, ability and willingness to pay invoices in accordance with the terms of this Agreement as well as any additional work requested by the Customer which may be done outside this Agreement. The above information is warranted to be true and complete. Customer hereby authorizes MEI to verify and collect information on Customer, including but not limited to bank references, trade credit references, consumer and/or commercial credit reports. Customer agrees to pay: (i) a monthly finance charge equal to the maximum applicable state rate on all past due balances; and (ii) all costs of collection and attorney's fees incurred by MEI arising from any default by Customer under this Agreement. Customer agrees that all decisions with respect to the extension or continuation of credit shall be in the sole discretion of MEI.

**Acceptance of Proposal**

IN WITNESS WHEREOF, each Party represents that it has caused this Agreement to be executed by an authorized agent or representative who, on the date of such signing, has the necessary authority, corporate, municipal, or otherwise, to bind the Party. By signing below, Customer agrees to engage MEI to perform the Work in accordance with this Agreement and the T&C and agrees to pay for all Work.

**(CUSTOMER)**

Approved by Authorized Representative

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: Bethany GriffithTitle: Board Chair

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Name of Company: Johnson County Library Board of Directors**Accepted by:****MEI Total Elevator Solutions**

Approved by Authorized Representative

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: Leslie HaysTitle: Account ManagerPhone: 913-302-4068Email: Leslie.Hays@meiusa.com



# MEI

TOTAL ELEVATOR SOLUTIONS

Kansas City Branch

1144 Booth Street

Kansas City, KS 66103

Phone: (816)221-3778 Fax: (816)221-4254

www.meiusa.com

**Date: 7/27/2023**

**QUOTE NUMBER: 18963 - Rev 1**

Customer Purchase Order: \_\_\_\_\_

☐

Principal, Owner or Authorized Representative or Owner

☐

Agent: \_\_\_\_\_  
(Name of Principal or Owner)

**Date: 7/27/2023**

**QUOTE NUMBER: 18963 - Rev 1**

**MEI STANDARD EXCEPTIONS/QUALIFICATIONS/NOTES:**

- This bid is valid only if a mutually agreeable contract, schedule and completion date can be obtained. Any changes must be seen and agreed to by MEI in writing.
- Installation must begin within six (6) months of contract date, or as shown on the published construction schedule. If installation does not begin within six (6) months of the contract date or as shown on published construction schedule, the project may be subject to an escalation fee for material costs and labor rate increases. Price is subject to change if any customer supplied information changes after booking, or upon review of additional and or updated information.
- If MEI is forced to store elevator equipment in warehouse due to a customer initiated install start date change, the customer will be responsible for additional storage fees.
- MEI does not carry professional liability insurance. Professional liability insurance will not be provided if bid is accepted.
- Our bid is based on timely return of all approved submittal drawings and allowing for manufacturing lead-time of 12 weeks after approvals.
- Exception is taken to any ambiguous, vague, not clearly evident in bid information and/or inexplicit liquidated damage stipulations.
- Exception is taken to retainage in excess of (5%) five percent.
- Exception is taken to any retainage if a performance/payment bond is required.
- Exception is taken to retainage for clean-up.
- Minnesota Elevator has included the necessary mobilization to and from this project in the above bid. If for any reason beyond our control; MEI is forced into additional mobilization on this project, (incomplete hoistway or machine room, lack of power, etc.) a remobilization fee of \$7,500.00 will be charged for each occurrence.
- On-site storage, approximately 20'x25' per elevator adjacent to the hoistway at bottom landing is required. If off-site storage is required, an additional charge will be assessed for the first three months to cover any double handling, storage or re-transportation of elevator material required by the general contractor/owner or agent thereof. After the first three months, an additional monthly charge will be assessed for storage until the material arrives on site.
- Bid includes one inspection per state permit. If more than one inspection is needed due to causes other than MEI, additional charges of then current hourly rate of MEI plus any applicable state re-inspection fees will be assessed.
- This bid does not include any provisions for construction use of the elevator.
- Should temporary service be required it will be provided for an additional \$150 per week per elevator. The Owner/General Contractor will be responsible for operators, protection of the elevator, and restoration costs of the elevator after the temporary service is complete. Owner/General Contractor will also be responsible for any additional inspection, permitting fees, and inspection time involved with the temporary service.
- This bid does not include any provisions for owner instruction and or training
- Certificates for Two million General Liability Insurance and Ten Million Umbrella Insurance coverage will be issued.
- If additional crews are requested and MEI has the resources to accommodate this request there will be a minimum charge of \$7,500.00 (MEI has provided one crew for this bid).
- This bid will become a rider, attachment or addendum to any contract issued.
- Any contract resulting from this bid is conditioned on neither party being liable to the other for any loss, damage or delay due to any cause beyond your or our reasonable control, including but not limited to acts of government, strikes, lockouts, fire, explosion, theft, floods, riot civil commotion, war, malicious mischief or act of God. Under no conditions, shall either party be liable for special, indirect, or consequential damages in contract tort, including negligence, warranty or otherwise, notwithstanding any indemnity provisions to the contrary.
- Permanent power to be provided by others to hoistway and machine room.
- Hoisting beam to be furnished and installed by others.
- Cutting, patching, grouting and fire caulking will be done by others at no cost to MEI.
- Flooring provided and installed by others.
- Pit floor and walls must be finished and backfilled before we can start.
- GC must provide forklift or appropriate handling equipment to unload MEI equipment at no cost to MEI.
- Barricading to be provided by others. MEI will replace barricade we remove as part of our work.
- Disposal of construction debris and packaging resulting from this installation or removal will be by others.
- MEI will place debris in dumpster or other receptacle provided and paid for by others or as reasonably directed.

**Disposal Contaminated Oil or Hydraulic Fluid (as applicable):**

MEI will not be responsible for the disposal of any contaminated soil or hydraulic fluid that is removed from the cylinder hole. We will also not be responsible for any required clean up costs, fines or penalties that may result from this oil loss. Notification of the EPA and inspection of the ground soil is the responsibility of the owner, if they elect to do so.

**Date: 7/27/2023**

**QUOTE NUMBER: 18963 - Rev 1**

**Jack Hole Clause (as applicable):**

- If the jack ceases to move during the removal process period of eight (8) hours, additional labor and specialty equipment required to move the jack will be performed on a time and material basis.
- Indoor Drilling - The hydraulic jack replacement is based on the existing jack hole being plumb and cased to prevent the Jack hole from collapsing once the existing jack is removed. If we encounter such conditions that hinder us from installing the new jack as noted in the aforementioned assumption, and indoor drilling is necessary, we will stop work and notify you immediately. Upon execution of a change order, with the cost and additional time being outlined and agreed to by purchaser, we will resume work
- If problems with the original construction of the jack hole exist (not deep enough, not plumb, not cased, concrete obstruction, flowing water or any obstruction prohibiting clean out and installation of new jack) additional work will be performed on a time and material basis.
- If ground water becomes a problem in the elevator pit during the jack replacement process, it will be the responsibility of the owner to address the issue so that work can continue. The contractor is not responsible for any water problems.
- Charge out rates applying to this Hole Clause are a per hour rate of \$250 per man plus materials
- The price of the driller and any related materials required will be in addition to our labor charges listed above

We will notify you prior to enacting this clause should it become necessary.

Date: 7/27/2023

QUOTE NUMBER: 18963 - Rev 1

**MEI TERMS AND CONDITIONS ("T&C")**

**1. Purchase and Payment.** Pursuant to the applicable Repair Agreement, purchase order or quote (collectively, "Agreement"), Customer agrees to purchase the parts, machinery or equipment (collectively, "Product") or Work described in the Agreement. Except as defined herein, all capitalized terms have the meaning ascribed to them in the Agreement. Customer agrees to pay all sums specified in the Agreement within 2 days of the due date, without any deduction or setoff. MEI reserves the right to add all applicable taxes as prescribed by law. Customer shall pay any and all of Customer's third-party vendor fees, such as, but not limited to accounts receivable / payable administrators. All credit card payments made by Customer may be subject to the addition of credit card processing fees. If customer elects to pay MEI by credit card, Customer agrees to these fees. Customer agrees to receive MEI's invoices electronically, and if Customer requires other delivery, shall pay MEI's then-current delivery fee.

**2. Standard Warranty.** MEI warrants that any new Product, including materials and equipment to be furnished as part of the Product or Work, shall be of good quality, in conformance with all legal requirements, and will be free from defects in material and workmanship for twelve (12) months from the date of installation (the "Standard Warranty"). Any refurbished parts, if available, carry a warranty that such parts shall be of good quality and free from defects in materials and workmanship for a period of ninety (90) days from installation. This Standard Warranty shall not apply to: (i) any Product that has been subject to misuse, misapplication, neglect (including without limitation improper maintenance and storage), accident, improper installation, modification (including without limitation use of unauthorized parts or attachments), adjustment or repair; or (ii) damage, loss, or diminution of or to any Product related to normal wear and tear, or usage of wear parts. (iii) damage caused by disasters such as fire, flood, wind, lightning, electrical surge or power outage; (iv) corrosion from exposure to liquids or atmospheres; (v) any parts or components installed or modified by a non-MEI mechanic after the completion of the Work; or (vi) Customer's failure to properly clean or care for the Product after completion of the Work. Notwithstanding any contrary provision or agreement, MEI's maximum liability for Products, whether in contract, negligence, or strict liability in tort, is limited to the repair or replacement of the Product at issue, or the parts thereof.

**3. Repair Terms and Conditions.** Customer shall: (i) cooperate with MEI in all matters relating to the Work, and respond promptly to MEI's request to provide direction, information, approvals, authorizations and decisions; and (ii) obtain and maintain all necessary permits related to the equipment; and provide all wiring prints and diagrams and a copy or version of the controller software. Customer agrees to provide MEI with full immediate access to all areas of Customer's facility in which the elevator(s) and associated equipment is located in order to perform the Work in the Agreement. Failure to provide such access will result in the Fees being earned and payable by Customer, even if the applicable Work is not completed. Customer shall provide a clear and accessible machine room(s) and elevator pit area(s) for the Work to be completed. The machine room and elevator pits must be free from water, debris and stored materials. MEI is not responsible or liable for personal injury or property damage due to the action or failure of any part of the elevator equipment during testing. If subsequent repairs are necessary to obtain proper operation of the equipment to meet the requirements of these tests, such work will be proposed at additional cost under separate work order. Any testing of emergency/standby power systems that require immediate completion will be billed at current charge out rates and in addition to the Repair Fee.

**4. Limitations.** Unless directly resulting from MEI's gross negligence or willful misconduct, nothing herein or in the Agreement shall be construed to mean that MEI assumes any liability for any accidents or injury to persons or property. Customer retains all liability and responsibility for accidents or injuries to any person or property while riding on or being in or about the subject elevators or related equipment.

(a) **DAMAGES.** IN NO EVENT SHALL MEI OR ANY OF ITS EMPLOYEES, OFFICERS, MANAGERS, DIRECTORS, OWNERS, SUCCESSORS OR ASSIGNS BE LIABLE UNDER THE AGREEMENT OR THESE T&C TO CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, DATA, REVENUE OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT CUSTOMER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) **MAXIMUM LIABILITY.** EXCEPT WHERE A LIABILITY DIRECTLY RESULTS FROM MEI'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, WITHOUT LIMITING THE PROVISION OF SECTION 4(a), IN NO EVENT SHALL MEI'S AGGREGATE LIABILITY EXCEED, WITH RESPECT TO PRODUCTS OR SERVICES, THE GREATER OF: (I) \$25,000; OR (II) THE TOTAL AMOUNT PAID TO MEI PURSUANT TO THE AGREEMENT IN THE TWELVE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. The prior sentence limiting liability and damages is a material part of the Agreement, and MEI would not have sold the Product or provided the Services on terms as favorable to Customer as set forth in the Agreement.

(c) **EXCLUSIVE REMEDY.** CUSTOMER'S SOLE REMEDY WITH RESPECT TO PRODUCTS SHALL BE THE STANDARD WARRANTY, AND MEI'S SOLE LIABILITY SHALL BE COMPLIANCE WITH THE STANDARD WARRANTY.

**5. Indemnification.** Each Party (as "Indemnifying Party") shall indemnify, defend and hold harmless the other Party and its officers, managers, directors, employees, successors and assigns (collectively, "Indemnified Party") against all losses, damages, liabilities, claims, actions, judgments, settlements, awards, costs, or expenses of whatever kind, including reasonable attorneys' fees, actually incurred by Indemnified Party or actually awarded against Indemnified Party, resulting from: (i) breach or non-fulfillment of any representation, warranty or covenant under the Agreement by Indemnifying Party, its employees or agents; (ii) any negligent or more culpable act or omission of Indemnifying Party and its employees and agents (including without limitation reckless or willful misconduct) in connection with the performance of its obligations under the Agreement; (iii) bodily injury, death of any person or damage to real or tangible personal property caused by the negligent or more culpable acts or omissions of Indemnifying Party, its employees or agents (including any reckless or willful misconduct); or (iv) any failure by Indemnifying Party to comply with any applicable federal, state or local laws, regulations or codes in the performance of its obligations under the Agreement. Notwithstanding the foregoing, MEI shall not be obligated to indemnify any Customer Indemnified Party if the loss or damage arises from or relates to breach of the Agreement by, or negligence or misconduct of, Customer or its employees, agents, managers, representatives or contractors.

**Date: 7/27/2023****QUOTE NUMBER: 18963 - Rev 1**

**6. Default.** An event of default ("**Event of Default**") under the Agreement or these T&C shall occur upon the occurrence of all or any one of the following events: (i) Customer does not pay any amount due to MEI under the Agreement; (ii) Customer ceases doing business as a going concern; (iii) Customer makes an assignment for the benefit of its creditors or admits in writing to its inability to pay its debts as they become due; (iv) Customer files, or has filed against it, a petition in bankruptcy or for its reorganization, arrangement, composition or readjustment under any state insolvency law or Customer liquidates all or a substantial part of its assets not in the ordinary course of its business, dissolves or takes other similar action; or (v) Customer shall default in the performance of any of its obligations arising under the Agreement, these T&C, any service schedule, or any other agreement between Customer and MEI, and such default is not cured within fifteen (15) days of MEI providing notice of same. MEI shall not be default of this Agreement unless and until Customer has notified MEI in writing of the alleged default, and MEI has had thirty (30) days to remedy the alleged default.

**7. Remedies.** Upon the occurrence of any Event of Default, MEI may at its option and without notice or demand, exercise all or any one of the following remedies: (a) upon written notice to Customer, terminate this Agreement and any other agreement between Customer and MEI; and/or (b) take additional action as may be appropriate to mitigate additional damages to MEI; The foregoing remedies are cumulative and may be exercised successively or concurrently.

~~**8. Assignment.** MEI may without the consent of Customer, assign MEI's rights and obligations under the Agreement, and may subcontract any portion of MEI's performance of the Agreement to a third party. Customer may not assign the Agreement or otherwise transfer its rights or obligations under the Agreement to any third party without the prior written consent of MEI. In the event of the sale, lease, assignment or other transfer of Customer's facility described herein, Customer agrees to disclose in writing to such successor the Agreement, and if all of Customers' obligations under the Agreement are not assumed in writing by such successor, Customer agrees to continue to be bound by the terms hereof.~~

**9. Governing Law; Venue.** The validity, construction and performance of the Agreement and these T&C shall be governed by and construed in accordance with the law of the state where the Services are performed, without reference to any choice of law principals, but the specific performance provisions and right of MEI to seek injunctive relief for Customer's breach of the covenants contained herein may also be enforced in any other state wherever such breach occurs, and in accordance with the laws of such other state, to the extent necessary to secure enforcement in such other jurisdiction.

**10. Force Majeure.** MEI shall not be liable for any failure of performance hereunder due to causes beyond its reasonable control, including but not limited to: act of God, fire, flood, earthquake, terrorist act, national emergency, war, strike, lock-out, change in law, work stoppage or other labor difficulty, action or inaction of an independent third party utilized in providing the Services, or unavailability of materials.

**11. Waiver of Jury Trial.** Each Party agrees that any controversy that may arise under the Agreement, including schedules attached to the Agreement, is likely to involve complicated and difficult issues and, therefore, each Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to the Agreement, or the transactions contemplated hereby.

**12. General Provisions.** The following sections of the T&C shall survive termination or expiration of the Agreement: 2, 3, 4, 5, 6, 7, 9, 10, 11, and 12. The relationship of the parties created by the Agreement is that of independent contractors and not partners, joint ventures, agents, or otherwise. No waiver by either Party of any right under, or breach of, any provision of the Agreement shall be construed as a waiver of any continuing or succeeding breach of such provision or right. The Agreement these T&C: (i) are binding upon and inure to the benefit of MEI and Customer and their respective successors, transferees, or assignees; and (ii) constitute the entire agreement between the Parties with respect to the subject matter of the Agreement, superseding all prior agreements, representations, communications and understandings, oral or written. A determination that any provision of the Agreement is invalid or unenforceable shall not affect the other provisions of the Agreement. The Agreement may not be amended or modified except by a written agreement signed by both Parties. In the event of a conflict between the main body of the Agreement and these T&C, these Agreement will take precedence, and shall supersede and be controlling over the T&C. By accepting delivery of the Products or Services, Customer is also agreeing to these T&C. Except for the money due upon an open account, no action may be brought for any breach of the Agreement or these Terms and Conditions more than one (1) year after the accrual of such cause of action. Customer agrees to receive invoices, notices and other communications under this Agreement at the address listed in the Agreement until Customer notifies MEI in writing of any changes in mailing address. Failure to notify MEI of any address changes does not change the delivery status of delivered invoices or other notices. Customer agrees to promptly notify MEI of any billing errors and understands that its failure to notify MEI does not change the due date or payment status of an invoice.



# Non-Proprietary Equipment Affidavit

The entire elevator package proposed for the project identified below shall be **NON-PROPRIETARY**. The following provisions cover a warranty representing compliance with established standards for Universal Serviceability and Maintainability:

- **Equipment Purchased Unrestricted:**

Any elevator company shall be allowed to purchase and install this equipment. Must be made in USA. Machine room less elevators where equipment is accessed by riding top of elevator or via the pit is not allowed. Driving machines (traction & hydraulic applications) and controls must be accessible and cannot be in the hoistway.

- **Spare Parts:**

Spare parts can be purchased for a reasonable price as replacement or as stock to be maintained at the building site, or the offices of any elevator contractor designated by the building owner to maintain their equipment.

- No exchange-only provisions shall limit any parts purchase.
- No building owner approval shall be required to process any parts order.

- **Diagnostics:**

The control system shall be provided together with all available onboard diagnostic tool functions, unlocked and unrestricted access.

- Such Maintenance, adjustment, and troubleshooting device or system shall provide unrestricted access to all parameters, level of adjustment, and flags necessary for maintenance and repair of equipment.
- No expiring software, degrading operation, or key shall be accepted. Any lost or damaged tool shall promptly be replaced or repaired at a reasonable cost.

- **Product Support**

A support hotline at no additional cost shall be provided by the original equipment manufacturer where licensed elevator contractors shall be able to obtain assistance for installation, adjustment or troubleshooting.

- **Engineering Support:**

Manuals, engineering drawings, wiring diagrams, prints, special procedures to meet the Maintenance Control Program requirements shall be provided with the equipment at the time of delivery. All documentation shall be available for replacement purchase, at a reasonable price, by any licensed contractor designated by the building owner.

- **Training:**

Factory and/or on-site training shall be available from the original equipment manufacturer to any licensed elevator contractor. Training fees shall be free or reasonable and appropriate.

**AFFIRMATION:** The undersigned swears and affirms that the conditions described above are hereby made a part of the equipment proposal. The building owner, elevator contractor, and/or consultant shall reasonably rely upon these provisions.

Project: \_\_\_\_\_ Company: \_\_\_\_\_

Installing Company Officer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

# Briefing Sheet

**To:** Johnson County Library Board of Directors

**From:** Kinsley Riggs, Deputy County Librarian

**Date:** August 10, 2023

**Re:** **Consideration of contract with MEI Total Elevator Solutions for elevator modernization upgrades at Cedar Roe**

---

**Issue:** Consider approving a contract with MEI Total Elevator Solutions to provide elevator modernization upgrades at Cedar Roe Library.

**Suggested Motion:** I move to approve a contract with MEI Total Elevator Solutions in the amount of \$129,563.00 to install elevator modernization upgrades at Cedar Roe Library.

**Background:** This summer, the elevator at Cedar Roe Library malfunctioned. The elevator is past the end of its useful life and is currently out of service. Many parts are obsolete and direct replacement is not possible. The elevator is for staff use only, providing access to the upper level which houses staff support spaces. Upgrades had been planned for 2024 so this work is timely.

**Analysis:** Elevator work was planned to occur as a part of the 2024 Capital Replacement Program (CRP) work. Elevator modernization upgrades are preferred over a complete replacement because of the expense of a complete replacement.

Staff recommend beginning this work as soon as possible. There will be lead time for receiving parts and scheduling the work. It is likely the work will be scheduled in 2024. We do not anticipate a closure for this work. During the upgrades, the elevator will be out of service and staff will need to use the stairs to access the upper level.

Library Administration recommends approval of this contract.

**Budget Review:** Funding for this work is included in the CRP budget.

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

**Alternatives:** 1) Not approve the contract.

**Recommendation:** To approve a contract with MEI Total Elevator Solutions in the amount of \$129,563.00 to install elevator modernization upgrades at Cedar Roe Library.

**Suggested Motion:** I move to approve a contract with MEI Total Elevator Solutions in the amount of \$129,563.00 to install elevator modernization upgrades at Cedar Roe Library.



# MEI

TOTAL ELEVATOR SOLUTIONS

Kansas City Branch  
1144 Booth Street  
Kansas City, KS 66103  
Phone: (816)221-3778 Fax: (816)221-4254  
www.meiusa.com

Date: 7/10/2023

QUOTE NUMBER: 18513 - Rev 1

## Elevator Modernization Agreement

### EQUIPMENT LOCATION:

CEDAR ROE LIBRARY  
5120 CEDAR  
ROELAND PARK, KS 66205

### ELEVATOR DESCRIPTION:

Elevator ID: A1217-CRL1

Description: ELEV 1 - CEDAR ROE LIBRARY

### SUBMITTED TO:

JOHNSON COUNTY KANSAS  
FACILITIES MANAGEMENT STE 2100  
OLATHE, KS 66061

### ATTN:

Brad Morgan  
913-562-4914  
Bradley.Morgan@jocogov.org

### Type of Work: Modernization

This Modernization Agreement ("Agreement") is proposed as of this 10th day of July, 2023 ("Effective Date") between MEI Total Elevator Solutions ("MEI"), and "Customer": JOHNSON COUNTY KANSAS, FACILITIES MANAGEMENT STE 2100, OLATHE, KS 66061. MEI and Customer are collectively referred to herein as the "Parties" or individually as a "Party". MEI proposes to furnish certain maintenance services to Customer as provided herein.

### Scope of Work:

**MEI is providing this proposal to perform the following work:**

#### CONTROLLER:

This controller will be non-proprietary meaning that any elevator company will be able to work on it in the future. Engineering and technical support will be available for the vendor of the customers choice. No programming tool will be required.

A non-proprietary affidavit is attached to this proposal and signed by MEI guaranteeing our equipment to be non-proprietary to protect you as the customer

New solid-state microprocessor controller

New solid state motor starter

New solid-state landing system

New Machine Room and Hoistway wiring

#### FIXTURES:

New in car ADA operating panel with digital position indicator & ADA compliant hands free phone, camera for in car visual, screen for text messaging to meet the new A17.1-2019 code

New hall stations at all landings

New emergency car lighting

Phase I & Phase II fire fighters service key switches to meet code

New direction lantern

#### MACHINE ROOM EQUIPMENT:

New hydraulic power unit with new motor,pump,valve,silencer & tank

New shut valve as needed

New hydraulic oil

#### MISCELLANEOUS:

Removal of all decommissioned equipment

Any equipment not specifically included in the scope of work above is to be retained and reused

Permit & inspection included

Building owner to provide code compliant hard wired internet connection to the elevator controller in the machine room

Building owner to provide code compliant hard wired phone line to the elevator controller in the machine room

#### NEW DOOR EQUIPMENT:

New non-proprietary solid state door operator

New door clutch

New contact kits for hall interlocks & car gate switch

New pickup rollers, hanger rollers, gibs and fire tabs on as needed basis to replace all worn ones

**Date: 7/10/2023****QUOTE NUMBER: 18513 - Rev 1**

New 3D electronic light curtain that detects passengers entering or exiting the elevator to meet the new A17.1-2019 code

**NEW HOISTWAY EQUIPMENT:**

New pit stop switch  
New car top inspection station  
New escape hatch switch  
New guide inserts replaced on existing guides  
New Jack Packing

**SPECIAL CONDITIONS:**

1. Lead time for engineering and materials is presently running approximately 12 weeks after all submittal and approved documents along with selections have been processed by MEI Total Elevator Solutions. All selections must be in before the lead time begins. Alternates will extend lead times depending on when bid is signed and vendors current lead times.
2. We project the work as explained to take approximately 4 weeks to complete. MEI will provide a schedule for install once the contract is returned fully executed & after required down payment is received. You will be placed into our first available spot after your materials arrive.
3. This proposal does not include any provisions for running the car for related work contractors. If access to the hoistway is required, the time will be billed as an add to the contract at a rate of \$330.00 per hour.
4. This proposal is bid as ANSI A17.1-2019. If a newer code is adopted and put into place by State/City then any additional required items will be bid as additional to this proposal to meet that new code.
5. Due to unprecedented supply chain disruptions, MEI is unable to guarantee an exact start or completion date on this project. MEI will communicate with our materials suppliers and make every effort to meet the desired schedule.

**WORK TO BE COMPLETED BY OWNER/OTHERS. (NOT INCLUDED BY MEI):**

All work necessary to provide a code compliant hoistway, machine room, electrical service, phone line, ventilation, smoke detectors, sprinklers and the cab finished flooring to complete this installation shall be completed by the owner and/or its subcontractors in accordance with governing codes. The following is a suggested list of items that the Authority Having Jurisdiction (AHJ) will require. Note: this list is a guideline and is not comprehensive for all installations; refer to subcontractors for related work code requirements.

1. GENERAL:
  - a. Code approved hoistway, including any patching or reinforcement to provide fire rating and restore structural integrity
  - b. Code approved machine room with self-closing and self-locking door
  - c. Code approved pit
  - d. Fire Extinguisher in machine room
  - e. Patching and painting, as necessary
  - f. Any other building work required to meet code or any work not specifically included in our proposal
2. ELECTRICAL:
  - a. Smoke detectors/fire service as required by code with dry contacts wired to the elevator controller
  - b. Fire alarm panel as required by code
  - c. Machine room lighting and GFCI convenience outlet
  - d. Pit lighting and GFCI convenience outlet
  - e. 110VAC lockable, code approved disconnect for cab lighting
  - f. Main line disconnect to meet elevator equipment requirements including shunt trip and/or auxiliary contacts as necessary
  - g. Building ground wire to the elevator is required for proper operation
  - h. Dedicated analog phone line piped to the elevator controller
  - i. Any wiring necessary to connect the mechanical systems for HVAC for machine room and hoistway
  - j. Disconnect must have proper ground for controller operation
  - k. Disconnect must have proper sized wire for controller operation
3. SPRINKLER SYSTEM:
  - a. Owner to meet all code requirements as necessary
4. MECHANICAL:
  - a. Sump pump in pit, as required by code
  - b. Hoistway venting and fire damper, as required by code
  - c. HVAC necessary to maintain the machine room and hoistway temperature between an ambient room temperature between 55 and 85 degrees Fahrenheit

**WARRANTY:**

1. The warranty provided starts on the date of final inspection. Warranty shall include coverage of elevator system controller, operating equipment and devices that are defective, or improperly installed/adjusted. All work will be performed during normal working hours and normal working days of the elevator trade. If service is requested outside of normal working hours and normal working days, it will be billed at our then current charge out rates.
2. MEI shall not be responsible for work required due to abuse or misuse by others, acts of god, elevator running on arrival of mechanic or on parts that were not installed or replaced under this specification

Subject to the provisions of this Agreement, MEI will perform the work as described in this section. If Customer requests services not listed, Customer agrees to pay MEI for such additional work at MEI's then-current rates. The Work will be provided pursuant to the terms and conditions in this Agreement and MEI's Terms and Conditions (the "T&C").

Date: 7/10/2023

QUOTE NUMBER: 18513 - Rev 1

**Price:****\$129,563.00****Payment Terms:**

All Modernization Fees are due and payable to MEI on the following schedule:

- 40% of the Modernization Fee is due at the time of signing this Agreement. Customer understands that MEI will not order parts or materials, or schedule the Work, until this payment has been received by MEI.
- 35% of the Modernization Fee will be billed when a majority of the materials have been received. Customer understands that MEI will not schedule the Work until this payment has been received. Customer understands that timing issues may result in needing to expedite this payment.
- The Balance (approximately 25%) of the Actual Modernization Fee will be billed upon completion of the Work. The payment terms for this portion of the Work will be due in Net 30 terms.

If Customer fails or refuses to pay MEI all or any part of the Fees when due, MEI may use any remedy specified in the T&C. Invoices issued under this Agreement for additional work will be billed as the work is performed and are due and payable to MEI on a Net 30-day basis. If, at any time, the Work is terminated by either Party, MEI will issue a final invoice to the Customer. Customer agrees to immediately issue payment to MEI for all work completed up to the termination date.

**Agreement Terms**

The Term of this Agreement starts when fully executed by both Parties and terminates when the Work is performed by MEI and paid for by Customer. Notwithstanding the foregoing, if Customer has not made any preliminary payment required in Payment Terms within 15 days of signing this Agreement, MEI may terminate this Agreement upon notice to Customer, and without any liability to Customer.

The provision of the Work and payment therefore is subject to, and Customer agrees to be bound by the T&C as published by MEI from time to time, a current copy of which is attached hereto. This Agreement: (i) may be executed in counterparts, including electronic counterparts, each of which shall be deemed an original but all of which shall be deemed one and the same Agreement; (ii) is binding upon and inures to the benefit of MEI and Customer and their respective successors, transferees, or assignees; (iii) together with the T&C, constitutes the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior agreements, representations, communications and understandings, oral or written; and (iv) may not be amended except by a written agreement signed by both Parties. If there is a conflict between the terms of this Agreement, the Proposal and the T&C, the T&C shall govern and supersede the Agreement and the Proposal.

By signing this Agreement, Customer hereby applies for credit and affirms financial responsibility, ability and willingness to pay invoices in accordance with the terms of this Agreement as well as any additional work requested by the Customer which may be done outside this Agreement. The above information is warranted to be true and complete. Customer hereby authorizes MEI to verify and collect information on Customer, including but not limited to bank references, trade credit references, consumer and/or commercial credit reports. Customer agrees to pay: (i) a monthly finance charge equal to the maximum applicable state rate on all past due balances; and (ii) all costs of collection and attorney's fees incurred by MEI arising from any default by Customer under this Agreement. Customer agrees that all decisions with respect to the extension or continuation of credit shall be in the sole discretion of MEI.

**Acceptance of Proposal**

IN WITNESS WHEREOF, each Party represents that it has caused this Agreement to be executed by an authorized agent or representative who, on the date of such signing, has the necessary authority, corporate, municipal, or otherwise, to bind the Party. By signing below, Customer agrees to engage MEI to perform the Work in accordance with this Agreement and the T&C and agrees to pay for all Work.

**(CUSTOMER)**

Approved by:

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: Bethany GriffithTitle: Board Chair

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Name of Company: Johnson County Library Board of Directors

Accepted by:

**MEI Total Elevator Solutions**

Approved by Authorized Representative

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: Leslie HaysTitle: Account ManagerPhone: 913-302-4068Email: Leslie.Hays@meiusa.com



# MEI

TOTAL ELEVATOR SOLUTIONS

Kansas City Branch

1144 Booth Street

Kansas City, KS 66103

Phone: (816)221-3778 Fax: (816)221-4254

www.meiusa.com

**Date: 7/10/2023**

**QUOTE NUMBER: 18513 - Rev 1**

Customer Purchase Order: \_\_\_\_\_

☐

Principal, Owner or Authorized Representative or Owner

☐

Agent: \_\_\_\_\_  
(Name of Principal or Owner)

**Date: 7/10/2023**

**QUOTE NUMBER: 18513 - Rev 1**

**MEI STANDARD EXCEPTIONS/QUALIFICATIONS/NOTES:**

- This bid is valid only if a mutually agreeable contract, schedule and completion date can be obtained. Any changes must be seen and agreed to by MEI in writing.
- Installation must begin within six (6) months of contract date, or as shown on the published construction schedule. If installation does not begin within six (6) months of the contract date or as shown on published construction schedule, the project may be subject to an escalation fee for material costs and labor rate increases. Price is subject to change if any customer supplied information changes after booking, or upon review of additional and or updated information.
- If MEI is forced to store elevator equipment in warehouse due to a customer initiated install start date change, the customer will be responsible for additional storage fees.
- MEI does not carry professional liability insurance. Professional liability insurance will not be provided if bid is accepted.
- Our bid is based on timely return of all approved submittal drawings and allowing for manufacturing lead-time of 12 weeks after approvals.
- Exception is taken to any ambiguous, vague, not clearly evident in bid information and/or inexplicit liquidated damage stipulations.
- Exception is taken to retainage in excess of (5%) five percent.
- Exception is taken to any retainage if a performance/payment bond is required.
- Exception is taken to retainage for clean-up.
- Minnesota Elevator has included the necessary mobilization to and from this project in the above bid. If for any reason beyond our control; MEI is forced into additional mobilization on this project, (incomplete hoistway or machine room, lack of power, etc.) a remobilization fee of \$7,500.00 will be charged for each occurrence.
- On-site storage, approximately 20'x25' per elevator adjacent to the hoistway at bottom landing is required. If off-site storage is required, an additional charge will be assessed for the first three months to cover any double handling, storage or re-transportation of elevator material required by the general contractor/owner or agent thereof. After the first three months, an additional monthly charge will be assessed for storage until the material arrives on site.
- Bid includes one inspection per state permit. If more than one inspection is needed due to causes other than MEI, additional charges of then current hourly rate of MEI plus any applicable state re-inspection fees will be assessed.
- This bid does not include any provisions for construction use of the elevator.
- Should temporary service be required it will be provided for an additional \$150 per week per elevator. The Owner/General Contractor will be responsible for operators, protection of the elevator, and restoration costs of the elevator after the temporary service is complete. Owner/General Contractor will also be responsible for any additional inspection, permitting fees, and inspection time involved with the temporary service.
- This bid does not include any provisions for owner instruction and or training
- Certificates for Two million General Liability Insurance and Ten Million Umbrella Insurance coverage will be issued.
- If additional crews are requested and MEI has the resources to accommodate this request there will be a minimum charge of \$7,500.00 (MEI has provided one crew for this bid).
- This bid will become a rider, attachment or addendum to any contract issued.
- Any contract resulting from this bid is conditioned on neither party being liable to the other for any loss, damage or delay due to any cause beyond your or our reasonable control, including but not limited to acts of government, strikes, lockouts, fire, explosion, theft, floods, riot civil commotion, war, malicious mischief or act of God. Under no conditions, shall either party be liable for special, indirect, or consequential damages in contract tort, including negligence, warranty or otherwise, notwithstanding any indemnity provisions to the contrary.
- Permanent power to be provided by others to hoistway and machine room.
- Hoisting beam to be furnished and installed by others.
- Cutting, patching, grouting and fire caulking will be done by others at no cost to MEI.
- Flooring provided and installed by others.
- Pit floor and walls must be finished and backfilled before we can start.
- GC must provide forklift or appropriate handling equipment to unload MEI equipment at no cost to MEI.
- Barricading to be provided by others. MEI will replace barricade we remove as part of our work.
- Disposal of construction debris and packaging resulting from this installation or removal will be by others.
- MEI will place debris in dumpster or other receptacle provided and paid for by others or as reasonably directed.

**Disposal Contaminated Oil or Hydraulic Fluid (as applicable):**

MEI will not be responsible for the disposal of any contaminated soil or hydraulic fluid that is removed from the cylinder hole. We will also not be responsible for any required clean up costs, fines or penalties that may result from this oil loss. Notification of the EPA and inspection of the ground soil is the responsibility of the owner, if they elect to do so.



**Date: 7/10/2023****QUOTE NUMBER: 18513 - Rev 1****Jack Hole Clause (as applicable):**

- If the jack ceases to move during the removal process period of eight (8) hours, additional labor and specialty equipment required to move the jack will be performed on a time and material basis.
- Indoor Drilling - The hydraulic jack replacement is based on the existing jack hole being plumb and cased to prevent the Jack hole from collapsing once the existing jack is removed. If we encounter such conditions that hinder us from installing the new jack as noted in the aforementioned assumption, and indoor drilling is necessary, we will stop work and notify you immediately. Upon execution of a change order, with the cost and additional time being outlined and agreed to by purchaser, we will resume work
- If problems with the original construction of the jack hole exist (not deep enough, not plumb, not cased, concrete obstruction, flowing water or any obstruction prohibiting clean out and installation of new jack) additional work will be performed on a time and material basis.
- If ground water becomes a problem in the elevator pit during the jack replacement process, it will be the responsibility of the owner to address the issue so that work can continue. The contractor is not responsible for any water problems.
- Charge out rates applying to this Hole Clause are a per hour rate of \$250 per man plus materials
- The price of the driller and any related materials required will be in addition to our labor charges listed above

We will notify you prior to enacting this clause should it become necessary.

Date: 7/10/2023

QUOTE NUMBER: 18513 - Rev 1

**MEI TERMS AND CONDITIONS ("T&C")**

**1. Purchase and Payment.** Pursuant to the applicable Repair Agreement, purchase order or quote (collectively, "Agreement"), Customer agrees to purchase the parts, machinery or equipment (collectively, "Product") or Work described in the Agreement. Except as defined herein, all capitalized terms have the meaning ascribed to them in the Agreement. Customer agrees to pay all sums specified in the Agreement within 2 days of the due date, without any deduction or setoff. MEI reserves the right to add all applicable taxes as prescribed by law. Customer shall pay any and all of Customer's third-party vendor fees, such as, but not limited to accounts receivable / payable administrators. All credit card payments made by Customer may be subject to the addition of credit card processing fees. If customer elects to pay MEI by credit card, Customer agrees to these fees. Customer agrees to receive MEI's invoices electronically, and if Customer requires other delivery, shall pay MEI's then-current delivery fee.

**2. Standard Warranty.** MEI warrants that any new Product, including materials and equipment to be furnished as part of the Product or Work, shall be of good quality, in conformance with all legal requirements, and will be free from defects in material and workmanship for twelve (12) months from the date of installation (the "Standard Warranty"). Any refurbished parts, if available, carry a warranty that such parts shall be of good quality and free from defects in materials and workmanship for a period of ninety (90) days from installation. This Standard Warranty shall not apply to: (i) any Product that has been subject to misuse, misapplication, neglect (including without limitation improper maintenance and storage), accident, improper installation, modification (including without limitation use of unauthorized parts of attachments), adjustment or repair; or (ii) damage, loss, or diminution of or to any Product related to normal wear and tear, or usage of wear parts. (iii) damage caused by disasters such as fire, flood, wind, lightning, electrical surge or power outage; (iv) corrosion from exposure to liquids or atmospheres; (v) any parts or components installed or modified by a non-MEI mechanic after the completion of the Work; or (vi) Customer's failure to properly clean or care for the Product after completion of the Work. Notwithstanding any contrary provision or agreement, MEI's maximum liability for Products, whether in contract, negligence, or strict liability in tort, is limited to the repair or replacement of the Product at issue, or the parts thereof.

**3. Repair Terms and Conditions.** Customer shall: (i) cooperate with MEI in all matters relating to the Work, and respond promptly to MEI's request to provide direction, information, approvals, authorizations and decisions; and (ii) obtain and maintain all necessary permits related to the equipment; and provide all wiring prints and diagrams and a copy or version of the controller software. Customer agrees to provide MEI with full immediate access to all areas of Customer's facility in which the elevator(s) and associated equipment is located in order to perform the Work in the Agreement. Failure to provide such access will result in the Fees being earned and payable by Customer, even if the applicable Work is not completed. Customer shall provide a clear and accessible machine room(s) and elevator pit area(s) for the Work to be completed. The machine room and elevator pits must be free from water, debris and stored materials. MEI is not responsible or liable for personal injury or property damage due to the action or failure of any part of the elevator equipment during testing. If subsequent repairs are necessary to obtain proper operation of the equipment to meet the requirements of these tests, such work will be proposed at additional cost under separate work order. Any testing of emergency/standby power systems that require immediate completion will be billed at current charge out rates and in addition to the Repair Fee.

**4. Limitations.** Unless directly resulting from MEI's gross negligence or willful misconduct, nothing herein or in the Agreement shall be construed to mean that MEI assumes any liability for any accidents or injury to persons or property. Customer retains all liability and responsibility for accidents or injuries to any person or property while riding on or being in or about the subject elevators or related equipment.

(a) **DAMAGES.** IN NO EVENT SHALL MEI OR ANY OF ITS EMPLOYEES, OFFICERS, MANAGERS, DIRECTORS, OWNERS, SUCCESSORS OR ASSIGNS BE LIABLE UNDER THE AGREEMENT OR THESE T&C TO CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, DATA, REVENUE OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT CUSTOMER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) **MAXIMUM LIABILITY.** EXCEPT WHERE A LIABILITY DIRECTLY RESULTS FROM MEI'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, WITHOUT LIMITING THE PROVISION OF SECTION 4(a), IN NO EVENT SHALL MEI'S AGGREGATE LIABILITY EXCEED, WITH RESPECT TO PRODUCTS OR SERVICES, THE GREATER OF: (I) \$25,000; OR (II) THE TOTAL AMOUNT PAID TO MEI PURSUANT TO THE AGREEMENT IN THE TWELVE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. The prior sentence limiting liability and damages is a material part of the Agreement, and MEI would not have sold the Product or provided the Services on terms as favorable to Customer as set forth in the Agreement.

(c) **EXCLUSIVE REMEDY.** CUSTOMER'S SOLE REMEDY WITH RESPECT TO PRODUCTS SHALL BE THE STANDARD WARRANTY, AND MEI'S SOLE LIABILITY SHALL BE COMPLIANCE WITH THE STANDARD WARRANTY.

**5. Indemnification.** Each Party (as "Indemnifying Party") shall indemnify, defend and hold harmless the other Party and its officers, managers, directors, employees, successors and assigns (collectively, "Indemnified Party") against all losses, damages, liabilities, claims, actions, judgments, settlements, awards, costs, or expenses of whatever kind, including reasonable attorneys' fees, actually incurred by Indemnified Party or actually awarded against Indemnified Party, resulting from: (i) breach or non-fulfillment of any representation, warranty or covenant under the Agreement by Indemnifying Party, its employees or agents; (ii) any negligent or more culpable act or omission of Indemnifying Party and its employees and agents (including without limitation reckless or willful misconduct) in connection with the performance of its obligations under the Agreement; (iii) bodily injury, death of any person or damage to real or tangible personal property caused by the negligent or more culpable acts or omissions of Indemnifying Party, its employees or agents (including any reckless or willful misconduct); or (iv) any failure by Indemnifying Party to comply with any applicable federal, state or local laws, regulations or codes in the performance of its obligations under the Agreement. Notwithstanding the foregoing, MEI shall not be obligated to indemnify any Customer Indemnified Party if the loss or damage arises from or relates to breach of the Agreement by, or negligence or misconduct of, Customer or its employees, agents, managers, representatives or contractors.

**Date: 7/10/2023****QUOTE NUMBER: 18513 - Rev 1**

**6. Default.** An event of default ("**Event of Default**") under the Agreement or these T&C shall occur upon the occurrence of all or any one of the following events: (i) Customer does not pay any amount due to MEI under the Agreement; (ii) Customer ceases doing business as a going concern; (iii) Customer makes an assignment for the benefit of its creditors or admits in writing to its inability to pay its debts as they become due; (iv) Customer files, or has filed against it, a petition in bankruptcy or for its reorganization, arrangement, composition or readjustment under any state insolvency law or Customer liquidates all or a substantial part of its assets not in the ordinary course of its business, dissolves or takes other similar action; or (v) Customer shall default in the performance of any of its obligations arising under the Agreement, these T&C, any service schedule, or any other agreement between Customer and MEI, and such default is not cured within fifteen (15) days of MEI providing notice of same. MEI shall not be default of this Agreement unless and until Customer has notified MEI in writing of the alleged default, and MEI has had thirty (30) days to remedy the alleged default.

**7. Remedies.** Upon the occurrence of any Event of Default, MEI may at its option and without notice or demand, exercise all or any one of the following remedies: (a) upon written notice to Customer, terminate this Agreement and any other agreement between Customer and MEI; and/or (b) take additional action as may be appropriate to mitigate additional damages to MEI; The foregoing remedies are cumulative and may be exercised successively or concurrently.

~~**8. Assignment.** MEI may without the consent of Customer, assign MEI's rights and obligations under the Agreement, and may subcontract any portion of MEI's performance of the Agreement to a third party. Customer may not assign the Agreement or otherwise transfer its rights or obligations under the Agreement to any third party without the prior written consent of MEI. In the event of the sale, lease, assignment or other transfer of Customer's facility described herein, Customer agrees to disclose in writing to such successor the Agreement, and if all of Customers' obligations under the Agreement are not assumed in writing by such successor, Customer agrees to continue to be bound by the terms hereof.~~

**9. Governing Law; Venue.** The validity, construction and performance of the Agreement and these T&C shall be governed by and construed in accordance with the law of the state where the Services are performed, without reference to any choice of law principals, but the specific performance provisions and right of MEI to seek injunctive relief for Customer's breach of the covenants contained herein may also be enforced in any other state wherever such breach occurs, and in accordance with the laws of such other state, to the extent necessary to secure enforcement in such other jurisdiction.

**10. Force Majeure.** MEI shall not be liable for any failure of performance hereunder due to causes beyond its reasonable control, including but not limited to: act of God, fire, flood, earthquake, terrorist act, national emergency, war, strike, lock-out, change in law, work stoppage or other labor difficulty, action or inaction of an independent third party utilized in providing the Services, or unavailability of materials.

**11. Waiver of Jury Trial.** Each Party agrees that any controversy that may arise under the Agreement, including schedules attached to the Agreement, is likely to involve complicated and difficult issues and, therefore, each Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to the Agreement, or the transactions contemplated hereby.

**12. General Provisions.** The following sections of the T&C shall survive termination or expiration of the Agreement: 2, 3, 4, 5, 6, 7, 9, 10, 11, and 12. The relationship of the parties created by the Agreement is that of independent contractors and not partners, joint ventures, agents, or otherwise. No waiver by either Party of any right under, or breach of, any provision of the Agreement shall be construed as a waiver of any continuing or succeeding breach of such provision or right. The Agreement these T&C: (i) are binding upon and inure to the benefit of MEI and Customer and their respective successors, transferees, or assignees; and (ii) constitute the entire agreement between the Parties with respect to the subject matter of the Agreement, superseding all prior agreements, representations, communications and understandings, oral or written. A determination that any provision of the Agreement is invalid or unenforceable shall not affect the other provisions of the Agreement. The Agreement may not be amended or modified except by a written agreement signed by both Parties. In the event of a conflict between the main body of the Agreement and these T&C, these Agreement will take precedence, and shall supersede and be controlling over the T&C. By accepting delivery of the Products or Services, Customer is also agreeing to these T&C. Except for the money due upon an open account, no action may be brought for any breach of the Agreement or these Terms and Conditions more than one (1) year after the accrual of such cause of action. Customer agrees to receive invoices, notices and other communications under this Agreement at the address listed in the Agreement until Customer notifies MEI in writing of any changes in mailing address. Failure to notify MEI of any address changes does not change the delivery status of delivered invoices or other notices. Customer agrees to promptly notify MEI of any billing errors and understands that its failure to notify MEI does not change the due date or payment status of an invoice.

# Non-Proprietary Equipment Affidavit

The entire elevator package proposed for the project identified below shall be **NON-PROPRIETARY**. The following provisions cover a warranty representing compliance with established standards for Universal Serviceability and Maintainability:

- **Equipment Purchased Unrestricted:**

Any elevator company shall be allowed to purchase and install this equipment. Must be made in USA. Machine room less elevators where equipment is accessed by riding top of elevator or via the pit is not allowed. Driving machines (traction & hydraulic applications) and controls must be accessible and cannot be in the hoistway.

- **Spare Parts:**

Spare parts can be purchased for a reasonable price as replacement or as stock to be maintained at the building site, or the offices of any elevator contractor designated by the building owner to maintain their equipment.

- No exchange-only provisions shall limit any parts purchase.
- No building owner approval shall be required to process any parts order.

- **Diagnostics:**

The control system shall be provided together with all available onboard diagnostic tool functions, unlocked and unrestricted access.

- Such Maintenance, adjustment, and troubleshooting device or system shall provide unrestricted access to all parameters, level of adjustment, and flags necessary for maintenance and repair of equipment.
- No expiring software, degrading operation, or key shall be accepted. Any lost or damaged tool shall promptly be replaced or repaired at a reasonable cost.

- **Product Support**

A support hotline at no additional cost shall be provided by the original equipment manufacturer where licensed elevator contractors shall be able to obtain assistance for installation, adjustment or troubleshooting.

- **Engineering Support:**

Manuals, engineering drawings, wiring diagrams, prints, special procedures to meet the Maintenance Control Program requirements shall be provided with the equipment at the time of delivery. All documentation shall be available for replacement purchase, at a reasonable price, by any licensed contractor designated by the building owner.

- **Training:**

Factory and/or on-site training shall be available from the original equipment manufacturer to any licensed elevator contractor. Training fees shall be free or reasonable and appropriate.

**AFFIRMATION:** The undersigned swears and affirms that the conditions described above are hereby made a part of the equipment proposal. The building owner, elevator contractor, and/or consultant shall reasonably rely upon these provisions.

Project: \_\_\_\_\_ Company: \_\_\_\_\_

Installing Company Officer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

# Briefing Sheet

**To:** Johnson County Library Board of Directors  
**From:** Kinsley Riggs, Deputy County Librarian  
**Date:** August 10, 2023  
**Re:** **Action Item: Budget Review Committee**

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

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

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

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

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

The Committee shall meet on four occasions over four months: October, November, and December, and again for the fourth meeting upon receiving the "balanced budget" summary from the Johnson County Manager's Office. The Committee shall adjust the timing of its meetings, as necessary, should the Johnson County Board of County Commissioners ("BOCC") and the Johnson County Manager's Office make procedural changes to the budget process.

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

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

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

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

**ADMINISTRATIVE REGULATIONS**

**TAB: Governance**

**DOCUMENT NUMBER: ARM 10-70-10**

**SECTION: Library Board of Directors**

**SUBJECT: LIBRARY BUDGET REVIEW AND APPROVAL PROCESS**

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**SUMMARY**

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

**Effective Date:**  
**Reviewed:**

August 10, 2017  
October 27, 2021

**LEGAL  
AUTHORITY**

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

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

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

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

**LIBRARY BUDGET  
REVIEW  
COMMITTEE**

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

AUTHORITY AND SCOPE OF REVIEW	County Librarian's Role	b. The County Librarian shall attend all Committee meetings to take input from Committee members to help construct the Library's budget proposals with members' feedback. The County Librarian, however, shall be responsible for developing the budget and for making new spending recommendations to present to the Library Board.
		c. The Library Board has the authority to approve the Library budget and spending. The Committee does not have the authority to approve the Library's spending proposals, budget recommendation, and formal budget resolution; these tasks are the under purview of the Library Board.
	Library Board Budget Authority	1. The Library Board shall vote on and consider the Library's spending proposals, budget recommendation, and the formal budget resolution.
BUDGET PROCESS AND SCHEDULE	Committee Budget Authority	2. The Committee has authority only to review the budget. Committee members may comment at Library Board meetings on the budget and new spending proposals learned from participation in the Committee.
	Scope of Committee Review	3. The Committee shall review only new spending. The Committee shall review five categories of new spending proposals as follows: <ul style="list-style-type: none"> <li>• New positions;</li> <li>• New programs;</li> <li>• Significant increases in spending;</li> <li>• Any deletions or cuts in the Library budget; and</li> <li>• Capital Improvement Plan proposals.</li> </ul>
	Committee Schedule	d. The committee shall follow a schedule that tracks with the Library's and County Manager's Office budget process  e. The Committee shall meet on four occasions over four months: October, November, and December, and again for the fourth meeting upon receiving the "balanced budget" summary from the Johnson County Manager's Office. The fourth meeting after the balanced budget summary more likely than not will occur in May. The Committee shall adjust the timing of its meetings, as necessary, should the Johnson County Board of County Commissioners ("BOCC") and the Johnson County Manager's Office make procedural changes to the budget process.



Committee  
Meeting  
Agendas and  
General Budget  
Timeline

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

1. In October, the Committee shall meet to begin review of new spending proposals by focusing on new positions, new programs, and significant increases in spending.

2. In November, the Committee shall meet to review Capital Improvement Proposals and cuts or deletions to the Library budget.

3. In early December, preferably before the December Library Board Meeting, the County Librarian shall present formal budget recommendations to the Committee.

4. At the December and/or January Library Board Meetings:

(i) The County Librarian shall recommend new spending proposals to the Library Board; and

(ii) The Library Board shall vote on new spending proposals to send to the Johnson County Manager's Office.

5. In the Spring:

(i) The Johnson County Manager's Office reviews the Library's new spending proposals and issues a balanced budget summary; and

(ii) After receiving the balanced budget summary, the County Librarian shall prepare the recommended Library budget.

(iii) The balanced budget summary compares the Library's new spending proposals to the prior year's budget.

6. In May or June:

(i) The Committee shall convene for review of the balanced budget summary and the County Librarian-recommended budget; and

(ii) The County Librarian shall present the County Librarian-recommended budget to the Library Board for review and consideration.

7. In August or September:

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

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

**October 27, 2021**

**ARM 10-70-10 END**

**To:** Library Board of Directors

**From:** Kinsley Riggs, Deputy County Librarian

**Date:** August 10, 2023

**Re:** Memorandum of Understanding with Overland Park Parks and Recreation

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**Issue:** Partnership with Overland Park Parks and Recreation

**Suggested Motion:** I move the Johnson County Library Board of Directors approves the Memorandum of Understanding between the Library and Overland Park Parks and Recreation through the year 2025.

**Background:** The Library has a long-standing relationship with the City of Overland Park, specifically its Parks and Rec department. We have worked together to provide programs as well as passive story times or Walk and Reads in several of the parks. The relationship includes cross promotional opportunities as well as staff and space to offer programs and events.

**Analysis:** This MOU is a renewal of past agreements. It has been extended to cover 2 ½ years rather than just one. It outlines each party's responsibilities and allows for either party to end the agreement with appropriate notice. This length of time has been approved by our legal counsel, as it does not interfere with the Kansas Cash Basis statute.

**Funding Overview:** There is no direct funding tied to this initiative. The costs of the program fall to each organization to provide staff time, labor or materials.

**Alternatives:** End this relationship and discontinue this partnership or adjust the length of the MOU.

**Recommendation:** Approve the agreement as presented.

**Budget Review:** The Library's budget accounts for the costs needed to continue these programs.

**Legal Review:** This has been reviewed by legal counsel.

## **Memorandum of Understanding between the Johnson County Library and City of Overland Park, Kansas**

This MOU ("MOU") is effective as of the last date of signature below ("Effective Date") by and between the Johnson County Library ("JCL") and the City of Overland Park ("City"), each a "Party" and collectively the "Parties," and is intended to document the relationship regarding cooperative "Walk and Read" events taking place in/on City-owned facilities between August 2023 and December 31, 2025.

### **Event Space:**

- The City will provide walking trails and/or facilities where JCL events will take place.
- The City has full discretion on approval of proposed event times, locations and duration.

### **Event Responsibilities:**

- The City will provide at least one staff member upon request to help a JCL staff member set up the event.
- JCL will provide the metal sign holders and storyboards. JCL shall adhere to all applicable copyright, trademark, licensing or other intellectual property laws and requirements; and JCL agrees to indemnify, defend and hold the City harmless from any claim, cause of action or damage of any kind whatsoever related to or derived from the same, whether directly or indirectly.
- The City will periodically check on the signs during the event.
- JCL acknowledges that vandalism, theft or other damage of the sign holders or storyboards may occur during the event and JCL agrees not to hold the City responsible but to hold the City harmless for any vandalism, theft or other damage of the sign holders or storyboards that occurs.
- If signs are damaged during an event beyond a City staff member's ability to fix, a City staff member will contact the designated JCL staff member to come fix said damage.
- The City will take down signs on the day after the event's end and deliver them to the Central Resource Library, 9875 W. 87th St., Overland Park, KS 66212.
- If Summer Reading programs are going on at the JCL events, JCL staff will set-up, staff, and take down all Summer Reading supplies.

### **Event Communication:**

- The City will coordinate with JCL to schedule an event location and running dates (approximately 10 days long).
- JCL will provide Program Specifics Agreement Document to the City after both parties have agreed on scheduling. This document will include, but is not limited to:

limited to, exact location, dates, book titles and if a Summer Reading event will be included. All exact locations, signage, fixtures, dates, books and Summer Reading Event placed or taking place on City property are subject to review and approval by the City.

- JCL will promote events on their website, in JCL's public program publication, "The Guide" and in their social media promotions as needed. The City will cross-promote JCL events on their website, social media platforms, etc. as needed.

**Mutual Responsibilities:**

- Insurance. JCL and City shall maintain, throughout the term of this MOU, insurance adequate to protect themselves against claims that may arise as a result of the performance of this MOU. Such insurance shall be placed with responsible insurers, self-insured, or carried through participation in an insurance pool at levels of coverage adequate to protect themselves against loss, and as ordinarily carried by municipalities engaged in similar operations. Upon request of the other Party, JCL and City shall provide written evidence of such coverage.
- Contractors. If City or JCL would engage contractors pursuant to this Agreement, the Party engaging such contractor shall require the contractor to carry adequate types and minimum limits of insurance and name both the City and JCL as additional insureds.
- Either JCL or the City may terminate this MOU or any Program Specifics Agreement at any time at its convenience by giving the other Party written notice.
- The written terms of this MOU supersede all prior statements of the parties. Changes to this MOU may only be made in written amendments signed by duly authorized representatives of the Parties.

City of Overland Park

Johnson County Library

By: \_\_\_\_\_

Jermel Stevenson

Director, Parks & Recreation

By: \_\_\_\_\_

Tricia Suellentrop

County Librarian

By: \_\_\_\_\_

Bethany Griffith

Library Board Chair

ATTEST

By: \_\_\_\_\_

Elizabeth Kelley

City Clerk

APPROVED AS TO FORM

By: \_\_\_\_\_

Trevor Stiles

Sr. Assistant City Attorney