



**Board Report  
September 14, 2023**

## AGENDA

JOHNSON COUNTY LIBRARY BOARD OF DIRECTORS  
REGULAR MEETING, SEPTEMBER 14, 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.....4
- III. Remarks
  - A. Members of the Johnson County Library Board of Directors
  - B. Board Chair, Bethany Griffith
  - C. Development Department: Written reports presented by Shelley O'Brien, Development Director..6
  - D. Liaison, Board of County Commissioners, Janeé Hanzlick
- IV. Reports
  - A. Board Counsel – Andrew Logan and Fred Logan
    - a) Senate Bill 13 and Tax Resolution
    - b) Term and Supply Contracts
  - B. County Librarian Report – Tricia Suellentrop, County Librarian
    - 1. Finances and Statistics
      - a) Financial Report, Dave Vratny, Finance Director.....9
      - b) Core statistics, Adam Wathen, Associate Director for Branch Services.....14
        - i. Facilities Department, Tony Barron, Director of Facilities, Kurt Remmenga, Division Director of Building Maintenance, and Kyle Heltne, Assistant Division Director of Planning Design Construction.....17
    - 2. Comprehensive Library Master Plan, Scott Sime, Project Coordinator
      - a) Merriam Plaza Library.....34
      - b) Lackman Building Sale Update
      - c) Capital Projects: Timeline Summary.....39
    - 3. Updates – Tricia Suellentrop, County Librarian
      - a) Summer Reading Presentation, Melanie Fuemmeler, Elementary Coordinating Librarian and Jenny Reeves, Youth Services Librarian.....42
      - b) Board Retreat, Tricia Suellentrop, County Librarian
      - c) Staff Organization Redesign Template II, Kinsley Riggs, Deputy County Librarian.....58
- V. Consent Agenda
  - A. Action Items:
    - 1. Minutes of the August 10, 2023 Regular Library Board meeting.....65

B. Information Items

1. Financial and Personnel

- a) The County Librarian and the Finance Director certify those payment vouchers and personnel authorizations for July 2023 were handled in accordance with library and County policy.
- b) The July 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.....78

VI. Old Business

- A. Action Item: Consideration of approving Term and Supply for Communication vendors, Ben Oglesby, Marketing Specialist and David Vratny, Finance Director.....79
- B. Action 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, Project Coordinator.....82
- C. Action Item: Consideration of approving a contract with MEI Total Elevator Solutions to replace elevator equipment at Corinth, Scott Sime, Project Coordinator.....91

VII. New Business

- A. Information Item: Consideration of approval of the MOU with Facilities, Adam Wathen, Associate Director for Branch Services.....101
- B. Action Item: Consider adoption of the Johnson County Library Board Resolution for 2024 Revenue Neutral Rate, David Vratny, Finance Director.....106
- C. Action Item: Consider approving the temporary closure of the Edgerton Library for Interior Sewer Line Replacement, Scott Sime, Project Coordinator.....110
- D. Action Item: Consider approving the temporary closure of the Blue Valley Library for replacement of entryway flooring, Scott Sime, Project Coordinator.....111

VIII. Executive Session: Personnel Committee

- A. Appoint Personnel Committee: County Librarian Annual Appraisal

IX. Adjournment

# CITIZEN COMMENTS

September 2023

August 7<sup>th</sup>, 2023

Hello,

Would you put a question to the library board for me? I'd love to have a bigger printing allowance for homeschool or other teachers! It would be awesome to have 75-100 pages of B&W free and maybe 10-20 free colored pages. I appreciate your consideration! It would be so helpful.

Thanks,

Hannah Wyatt

Hannahjoy89@gmail.com

August 25<sup>th</sup>, 2023

Dear Board Members,

Can you please create a policy to deal with the issue that as is occurring at the Cedar Roe Library branch (and possibly others)? I have already expressed my concerns to the manager of that branch.

A homeless man who sleeps in our neighborhood is situated near the lobby with what appears to be a three or four dirty bag deep island surrounding him, under an umbrella.

While he has a right to be in the library and while it is a designated cooling center, there has to be a reasonable solution to someone situating themselves in this way. Perhaps there needs to be a 3-bag limit.

Moreover, if one person can do this, why not 30? Why not 100? Should the library be a designated cooling center?

The manager said he tried to stow his bags on the property outside, but they can't allow that. But here they are stowed on the property inside. I believe he should have to stow them off property and be limited in his belongings he brings in and the spectacle he creates.

I would imagine this is not a welcome looking environment for parents. I myself do not intend to go back in the library until this is solved.

I have served on a library board in Arkansas, and I know issues can be complicated. And I know that might be more so now. But this situation is just unacceptable.

Thank you,

Barbara Warner

4917 Sycamore Drive

Roeland Park, KS 66205

4795990086 cell



# CITIZEN COMMENTS

September 2023

September 5th, 2023

I want to thank you and all of the libraries in Johnson County for carrying books that pertain to LGBTQ issues/realities. I recently checked out six of them, trying to educate myself. At 70, I sometimes find myself unsure of LGBTQ terminology and peoples' real stories. As a grandmother , I find it disturbing that this has become a political issue and many communities are having books taken out of their school libraries. When this happens, I worry that some day in the future, our public libraries will also face a similar fate.

Sincerely,

Robin Bauer



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

**Local Support of our Library**

We are working to expand our library advocacy efforts. We continue to ask Friends members and allies to reach out to the Board of County Commissioners with gratitude for library services and the 5-2 vote of approval for Johnson County's proposed 2024 budget, which left library funding intact despite some last-minute efforts to reduce said funding. We will continue positive messaging through our network of supporters and highlight the value the library brings to our community.

As we move into 2024, the remarkable work of our Community Engagement and Advocacy and Membership committees will extend as we lean into membership retention and expansion through our advocacy work. A strong library Friends group in times like these helps library directly and gives our passionate supporters a space to vocalize and channel their love of libraries.

**National Friends of Libraries Week**

October 15-21, 2023, is the 18<sup>th</sup> annual National Friends of Libraries Week. Here in Johnson County, we will celebrate by highlighting our tremendous base of support. We have nearly 700 dues-paying members, and since 1999, we have donated over \$2.4 million to Johnson County Library

**Books are Central in this Play**

On the lighter side, First Act Theatre Arts in Overland Park just finished their production of 'The Music Man'. The set design called for A LOT of books! Our tremendous operations staff came to the rescue with several hundred unsalable hardback books for props. What a delightful way to engage with our community! View photos here:

[https://drive.google.com/drive/folders/11EQvru\\_3fyDMqg7CrbNj\\_rlhseG67c9r?usp=drive\\_link](https://drive.google.com/drive/folders/11EQvru_3fyDMqg7CrbNj_rlhseG67c9r?usp=drive_link)

**Thursday Evening Sales**

This summer, we hosted Thursday evening sales at the Pine Ridge Sorting Center. They were a huge hit with the public and will return in the spring.



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

### **Homework Help**

In person homework help returns for 2<sup>nd</sup> – 5<sup>th</sup> grades on Wednesdays beginning September 20th. Over the summer, we had 22 volunteer applicants interested in volunteering for Homework Help. Teacher recommendations, interviews, background checks for adult volunteers, and training were required. We are excited to announce that four teenage and three adult volunteers will be providing this service with a library staff member each week. Middle and high schools continue to have access to live tutors through Brainfuse on the library's website.

### **Storytime Volunteers**

We are thrilled to have four volunteers helping this fall with our busiest Storytimes at our Blue Valley and Corinth Branches. Volunteers are helping with program logistics such as passing out tickets, tracking attendance, directing waiting families to the Kids area, assisting parents in completing digital satisfaction surveys, and cleaning toys.

### **Memory Lab**

With financial support from the Johnson County Library Foundation, the Johnson County Genealogical Society (JCGS) added technology in the spring which allows patrons to digitalize their photos, 8mm film, and 35mm slides. This service is so popular that added shifts fill immediately, and they have a waiting list for last minute cancelations. Thanks in part to 14 tech savvy volunteers, they can assist 18 patrons a week in utilizing this technology. Patrons are digitizing about 30K items each month. JCGS is currently exploring additional equipment to add to the Memory Lab in Phase 2 and determining when they might need to replace current equipment due to high usage.



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

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

We are focused this month on Library Lets Loose – the annual signature event for the Library Foundation. This year's theme is



**Donate \$100, have a chance to win an experience.**

Every donation of \$100 before or during the event is entered into the prize drawings for fabulous experiences! Unique Prize Experiences Include:

- 4- or 5-night cruise for 2 to Bahamas or Caribbean (value \$2,600)
- J. Rieger & Co. tour, tasting, and 4-course dinner for 10 in their private Barrel Room (value \$2,500)
- 5-night stay for 2 at Westin Resort & Spa in Cancun (value \$1,450)
- 12 bottles of Italian red wine shipped to your doorstep (value \$830)
- Sike Style Shafer Art Studio Happy Hour in Midtown for 10 people (priceless)
- Black & Veatch MakerSpace Happy Hour and Gift Making for 20 people (priceless)
- Behind the Scenes Tour of KCUR's Up to Date and lunch with Steve Kraske (priceless)
- Holiday Lights Tour – 2-hour, 14-passenger mini coach (value \$400)
- Free smoothies every week for one year, Smoothie King (near Monticello Library, value \$450)

**Celebrity Volunteers at Library Lets Loose**

This year, the following local elected officials are volunteering. Please thank them!  
Commissioner Becky Fast, Johnson County Board of County Commissioners  
Commissioner Janeé Hanzlick, Johnson County Board of County Commissioners  
Council Member Logan Heley, City of Overland Park  
Council Member Melissa Cheatham, City of Overland Park  
and more coming!

**JOHNSON COUNTY LIBRARY: Summary of Expenditures by Cost Category (.75 Increase Only)**  
**July 2023**  
**58% 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

July 2023  
58% 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

Categories	2023 Year to Date	2023 Budget	% Categories Expended
Salaries and Benefits	12,954,297	23,741,078	55%
Contractual Services	3,597,214	6,300,803	57%
Commodities	3,694,163	5,095,281	73%
Risk Management Charges	151,844	304,538	50%
Capital / Maintenance / Repair	2,107,825	5,497,634	38%
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>26,371,184</b>	<b>48,084,895</b>	<b>55%</b>

Revenue - Expenses as of July 31, 2023 **15,909,640**

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

**JOHNSON COUNTY LIBRARY: Summary of Expenditures by Cost Category**  
**July 2023**  
**58% 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	2,977,885	4,398,511	68%
	Information Technology	2,025,045	4,409,160	46%
	Collection Development	2,212,703	4,011,480	55%
	Branch/Systemwide Services	11,571,661	22,081,847	52%
	Risk Management Charges	151,844	304,538	50%
	Grants *	72,707	265,638	27%
	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>24,226,830</b>	<b>44,164,720</b>	<b>55%</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>24,833,411</b>	<b>48,084,895</b>	<b>52%</b>
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**JOHNSON COUNTY LIBRARY: Summary of Expenditures by Type**  
**July 2023**  
**58% 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	12,954,297	23,741,078	55%
	Contractual Services	3,371,529	6,300,803	54%
	Commodities	2,441,934	5,095,281	48%
	Risk Management Charges	151,844	304,538	50%
	Capital / Maintenance / Repair	2,107,826	5,497,634	38%
	Transfer to Debt Payment	0	0	0%
	Transfer to PBC Capital Leases	467,774	3,619,470	13%
	Grants	72,707	265,638	27%
	Interfund Transfer	3,265,499	3,260,453	100%
<b>TOTAL EXPENDITURES</b>		<b>24,833,411</b>	<b>48,084,895</b>	<b>52%</b>

GRANTS*						
	Expenditures through 07/31/2023	Source	Received	Expenditures	Grant Award	Budget Remaining
285000091	2023-State Aid	State	3/29/2023	\$72,707.48	\$132,568.53	\$59,861.05

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



Expenditure of Friends of the JCL Donations 2023

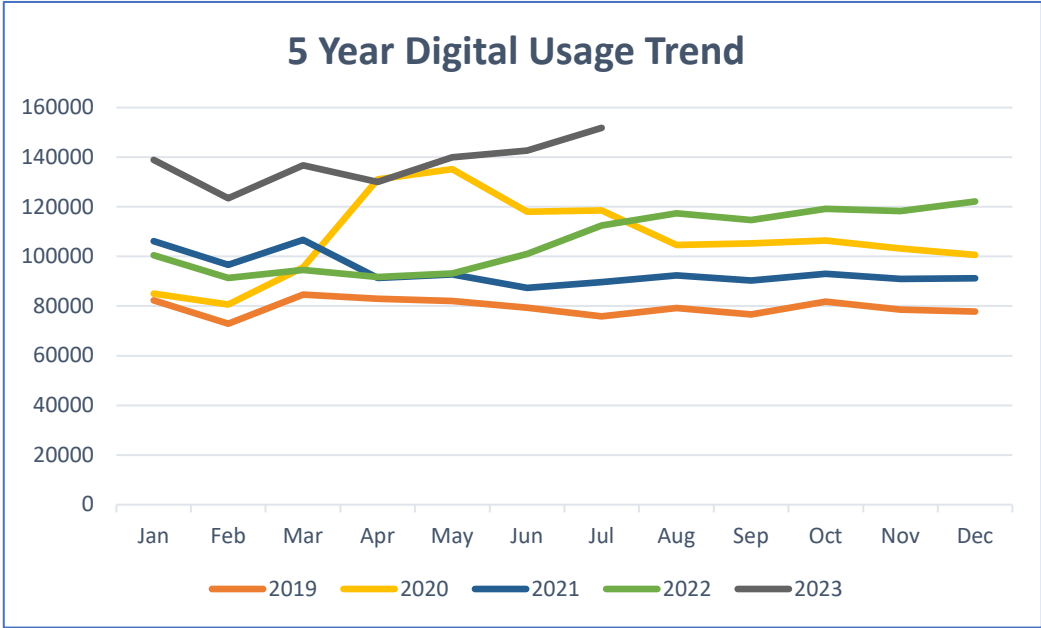
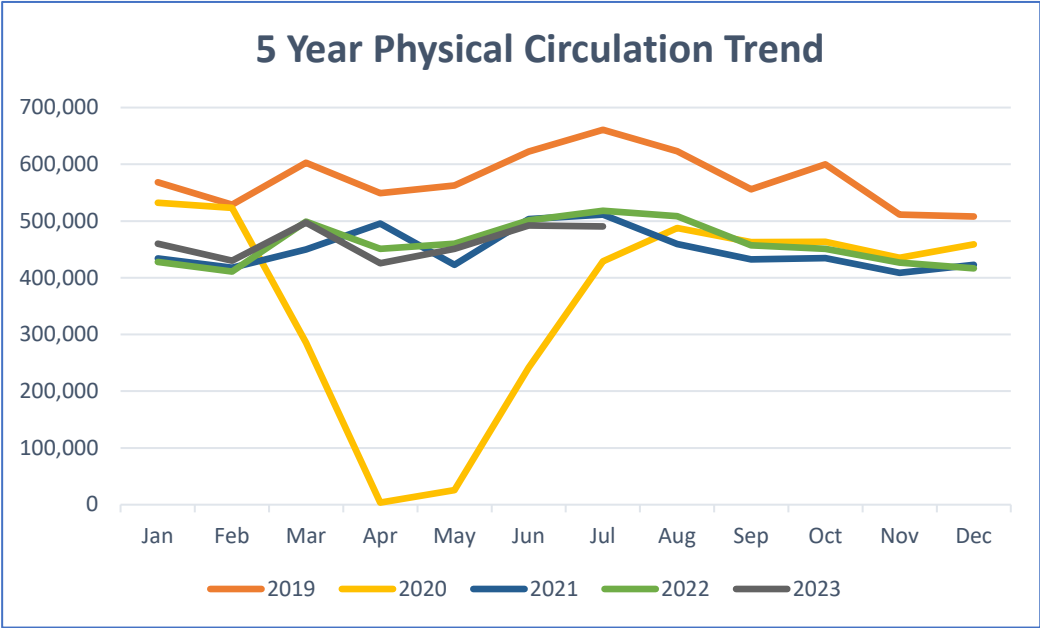
<i>Expenditure Details</i>	<i>July</i>	<i>YTD</i>
Volunteer Recognition	\$0.00	\$0.00
Advertising/Promotion	0.00	0.00
Collection Materials	0.00	0.00
Professional Development/Staff Recognition	0.00	570.77
Technology/Recruitment Consulting & Expenses	0.00	0.00
Strategic Planning meeting supplies	0.00	0.00
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>\$ -</b>	<b>\$ 570.77</b>

# Monthly Statistical Report

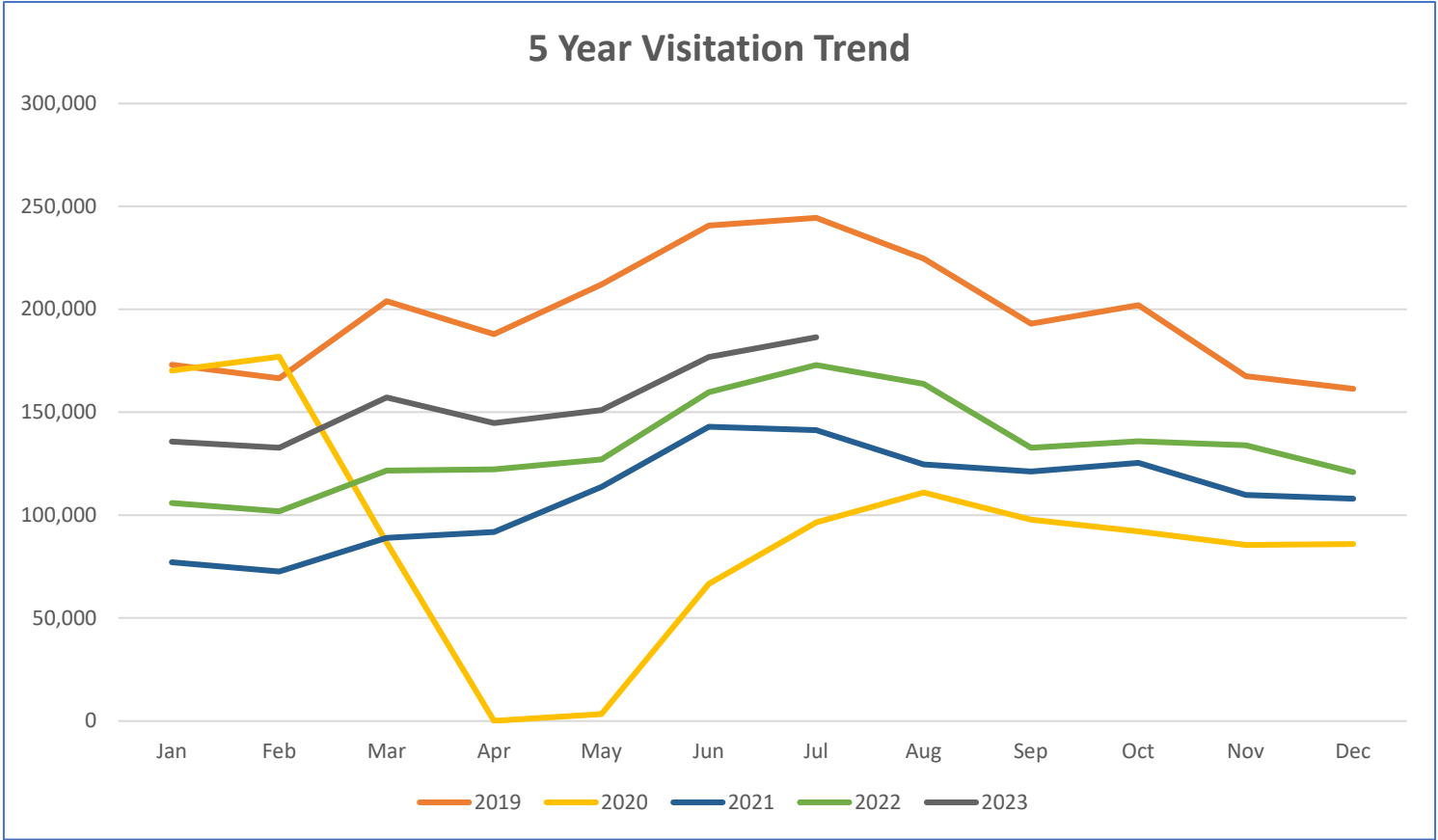
September 2023



# Monthly Statistics



# Monthly Statistics



# Facilities Management Department Update

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# Facilities Management Department

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## Our Mission:

Johnson County Facilities Management creates and sustains safe, innovative environments and delivers high quality services to support a productive County government and community.

# Facilities by the Numbers

**1991**

Year department was created

**68**

Number of buildings in portfolio

**16**

JCL Buildings

**2.8M**

Amount of square footage managed

**345 K**

JCL square footage managed

**556**

Number of vehicles serviced

**6**

Dedicated JCL vehicles serviced

**203**

Number of team members

**23**

Dedicated FAC support team members to JCL

**335M**

Dollars managed in projects (2022)

**11%**

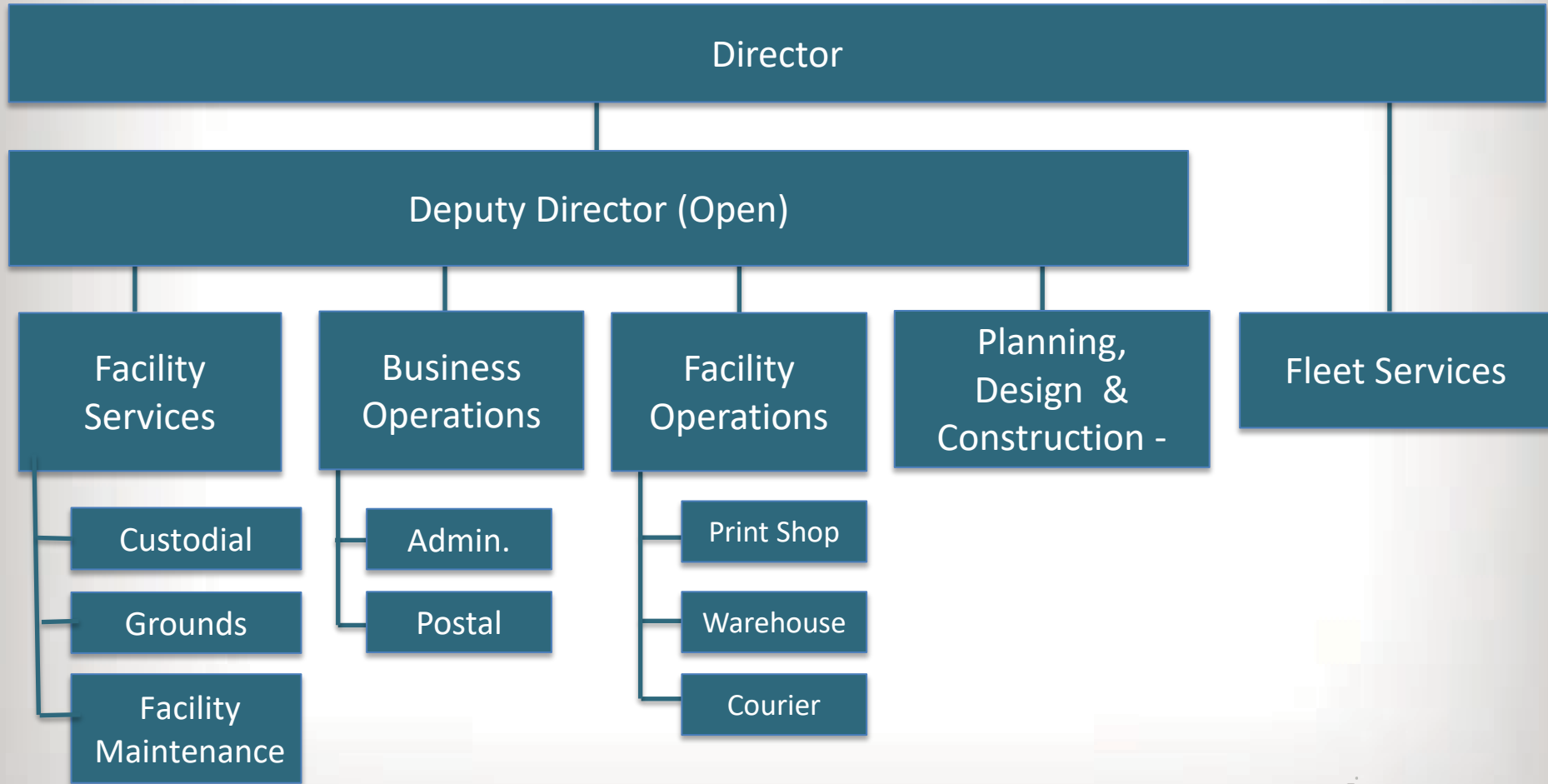
Of FAC dollars managed are JCL dollars

**6**

Strategic Priorities

1. Improve communication, development & engagement of our Facilities team.
2. Strengthen relationships with our customers.
3. Leverage technology to improve processes and measure, monitor and verify our performance.
4. Maintain financial accountability of available resources.
5. Establish a culture of continuous improvement.
6. Measure our performance to support fact-based decision-making.

# Facilities Org Chart





# Roles & Responsibilities

## Director Tony Barron

- Department Strategy & Planning
- Executive Leadership Team
- COG

## Deputy Director OPEN

- Real Estate Transactions
- Lease Management
- Department Communications
- Employee Engagement
- Sustainability

## Planning, Design + Construction OPEN

- Capital Planning, CIP & CRP
- Strategic Planning
- Programming & Studies
- Project Management
- Standards & Regulation Compliance
- Furniture Moves, Adds & Changes
- Space Management
- Public Art Commission

## Facility Services Kurt Remmenga

- Custodial Services
  - Clean For Health Program
- Grounds Services
  - Landscaping/Grounds Maintenance
- Facility Maintenance
  - Preventative/Responsive
  - ARCHIBUS Work Orders
  - Building Automation System
  - Energy Management
  - Safety Programs

## Fleet Services Chris Butler

- Fleet Administration
- Fleet Maintenance
- Fuel Systems Management
- Vehicle Replacement
- Pool Vehicle Management

## Business Operations Zandra Oxler

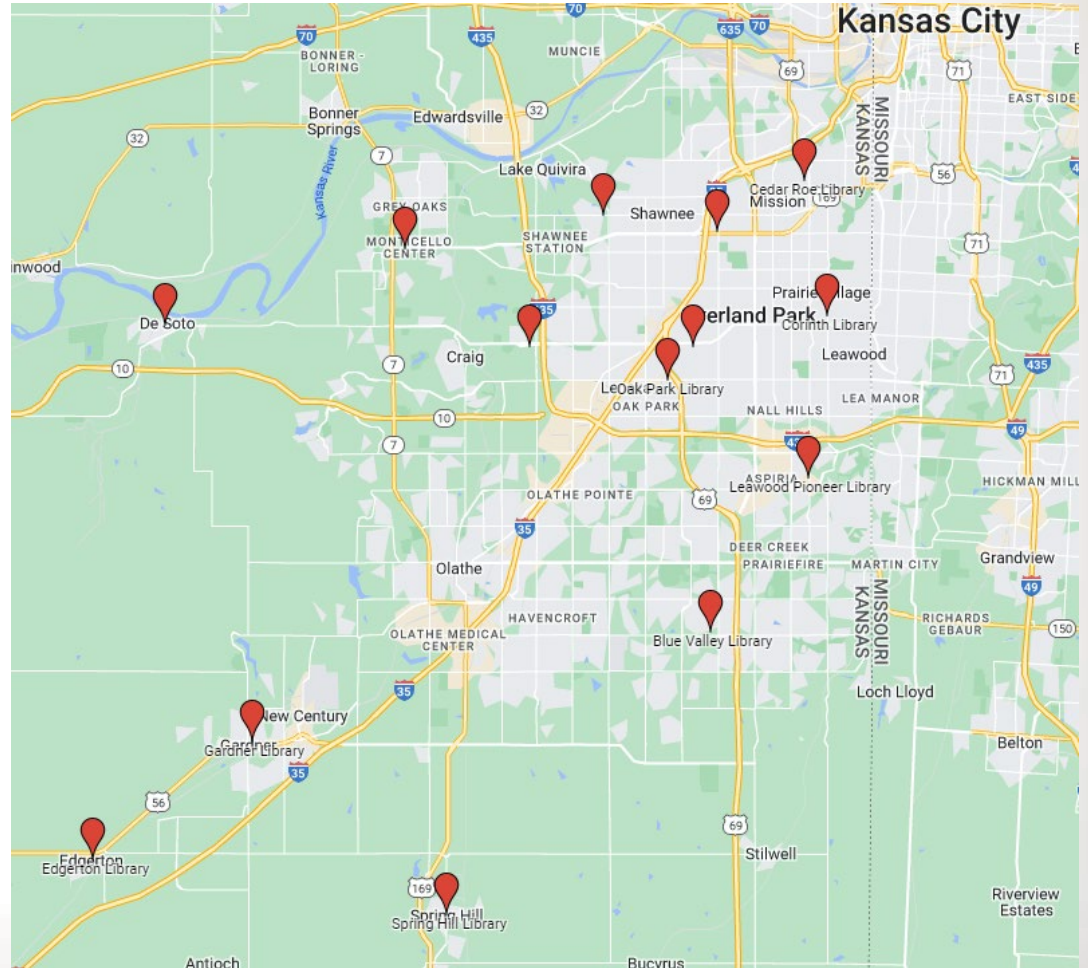
- Budget & Financial Management
- Contracted Services Mgmt.
- Mail & Postal Operations
- Department Administration
- Information Technology
- Balanced Scorecard
- Performance Measures
- Business Continuity Planning (COOP)

## Facility Operations Brian Dowling

- Warehouse Operations
- Surplus Inventory Management
- Asset Management
- Courier
- Print Shop

# Map of Johnson County Library Branches

Site	External Gross SF
Antioch Library	35,252 sq ft
Blue Valley Library	25,073 sq ft
Cedar Roe Library	12,516 sq ft
Central Resource Library	85,965 sq ft
Corinth Library	19,659 sq ft
De Soto Library	3,630 sq ft
Edgerton Library	3,381 sq ft
Gardner Library	13,440 sq ft
Lackman Library	17,852 sq ft
Leawood Pioneer Library	19,015 sq ft
Lenexa City Center Library	40,244 sq ft
Merriam Plaza Library - 2024	15,498 sq ft
Monticello Library	31,875 sq ft
Oak Park Library	16,494 sq ft
Shawnee Library	18,158 sq ft
Spring Hill Library	3,005 sq ft



# Planning, Design, & Construction

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## How we can help:

- Capital Planning, CIP & CRP
- Strategic Planning
- Programming & Studies
- Project Management
- Standards & Regulation Compliance
- Furniture Moves, Adds & Changes
- Space Management
- Public Art Commission



# Planning, Design, & Construction Team





# Project Collaborators



# Procurement of Goods & Services

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## Johnson County Purchasing Policy 110:

“Such acquisition of goods and/or services will be done in a manner and method which provides for the most proficient and effective expenditure of County funds. It shall provide for the maximum protection of the County taxpayer.”

## Standard Procurement Options:

- Invitation for Bid
- Request for Proposal
- Request for Qualification
- Term and Supply Contracts
- Cooperative Purchasing

All County contracts and open solicitations can be found at <https://jocogov.ionwave.net>

# Recent Capital Projects



Merriam Plaza 2024



Central Resource 2021



Lenexa City Center 2019



Monticello 2018



# Custodial - Grounds - Facility Maintenance

## How we can help:

- Custodial Services
  - Clean For Health
  - Responsive and Bio-Hazard Clean-Ups
- Grounds Services
  - Grass, Shrub, Tree Care
  - Landscaping
  - Snow Removal
- Maintenance
  - Preventative and Responsive Building Maintenance and Repairs
  - ARCHIBUS Work Order System
  - Building Automation System (HVAC)
  - Energy Management
  - Safety Programs

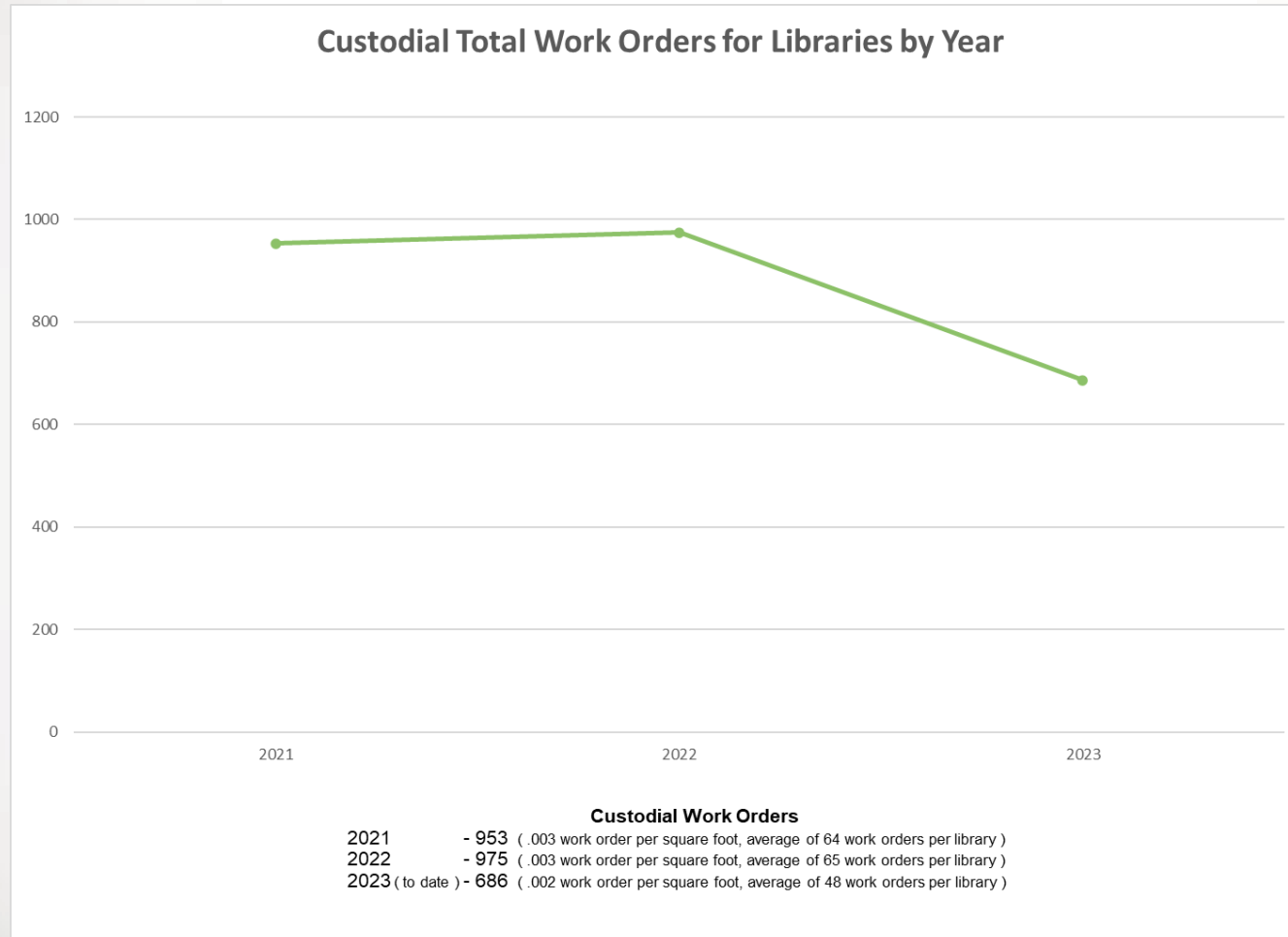




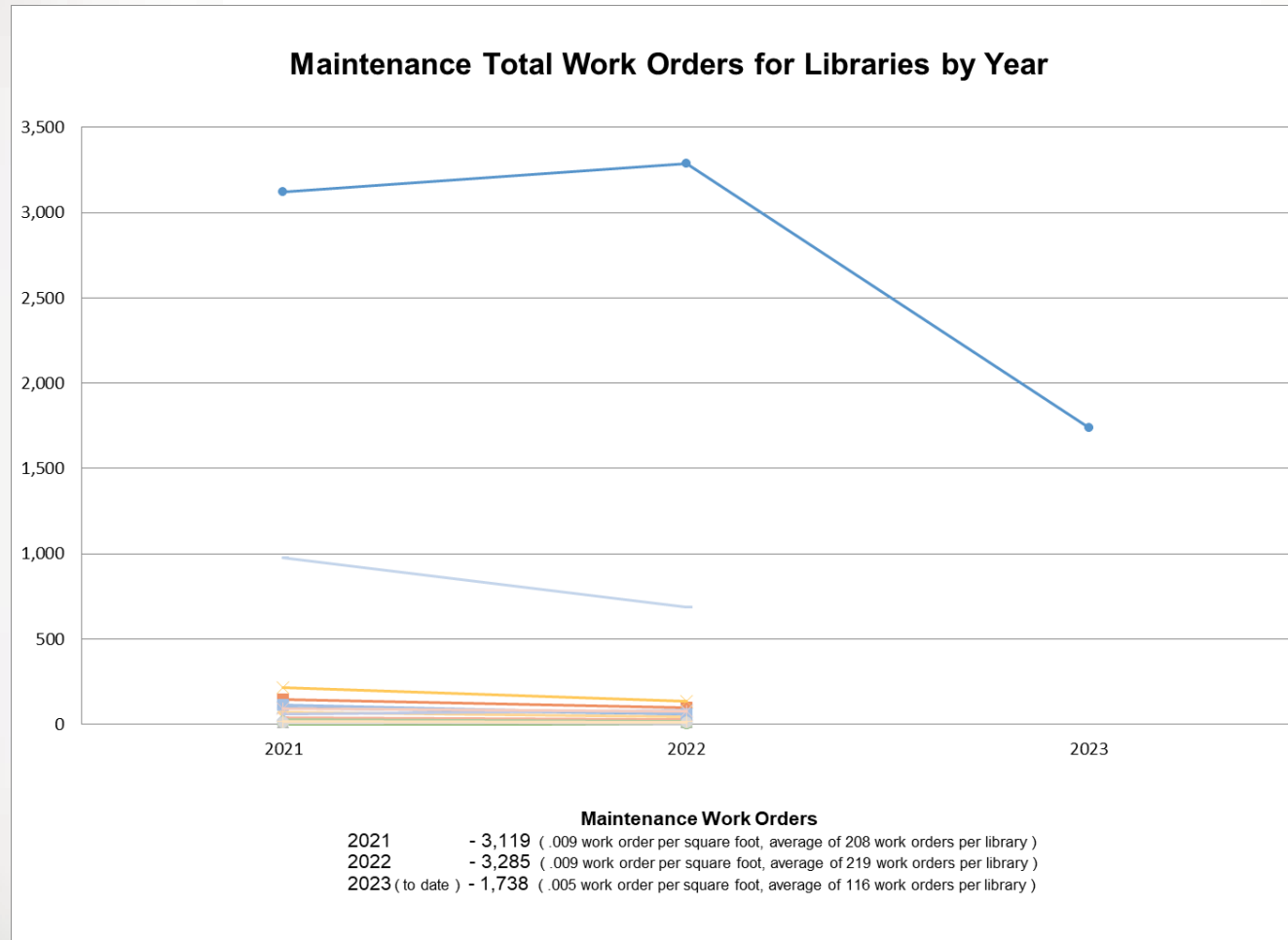
# Custodial - Grounds - Facility Maintenance Team



# Custodial Work Orders



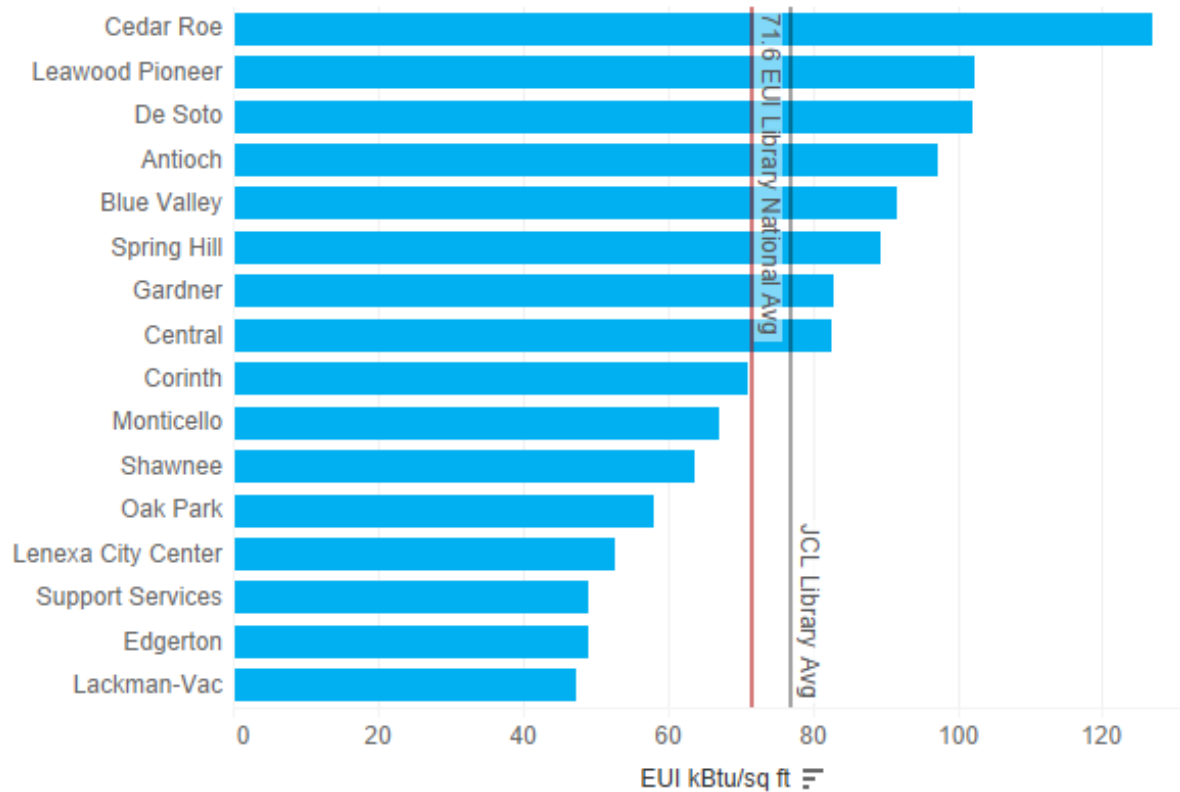
# Maintenance Work Orders



# Energy Usage

## Energy Usage Intensity (EUI) by Location

Updated June 2023 - Includes Gas and Electric consumption



\*National Library EUI Average comes from Energy Star last updated April 2021



# Questions?



# Merriam Plaza Library

September 2023



# Updates

- Construction update
- Next steps
- Tours
- Timeline



# Next Steps

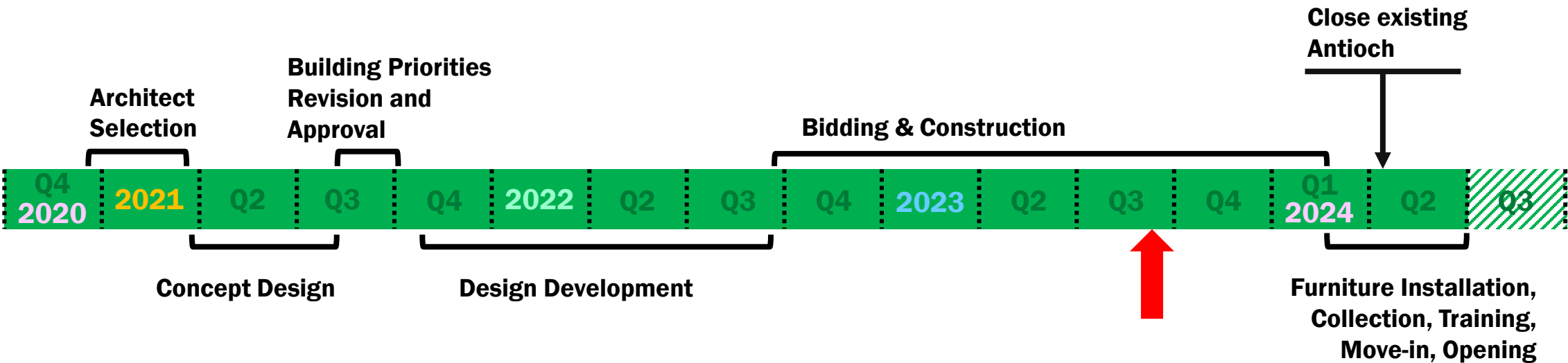
- Construction continues
- Planning for transition from Antioch to Merriam Plaza
- Project team updates





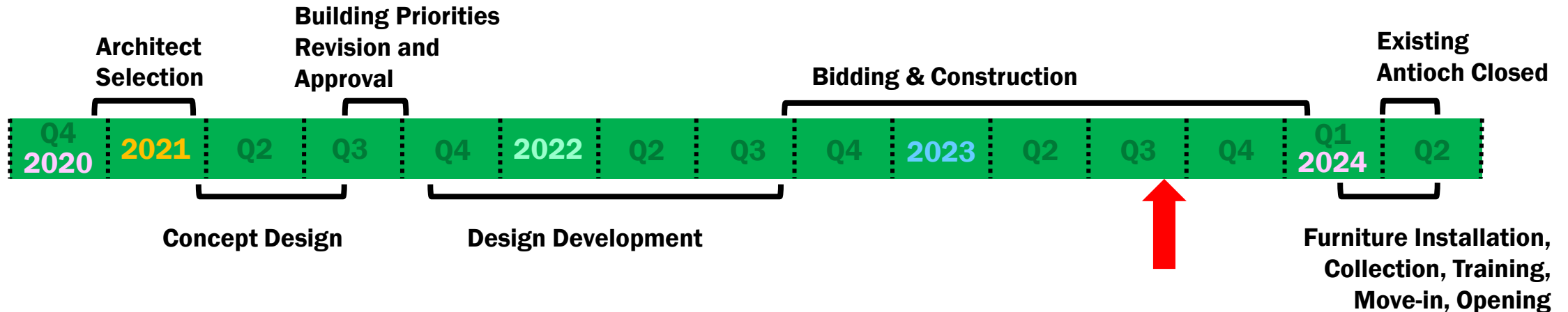
# Merriam Plaza Library:

## Current Anticipated Project Timeline



# Merriam Plaza Library:

## Updated Anticipated Project Timeline

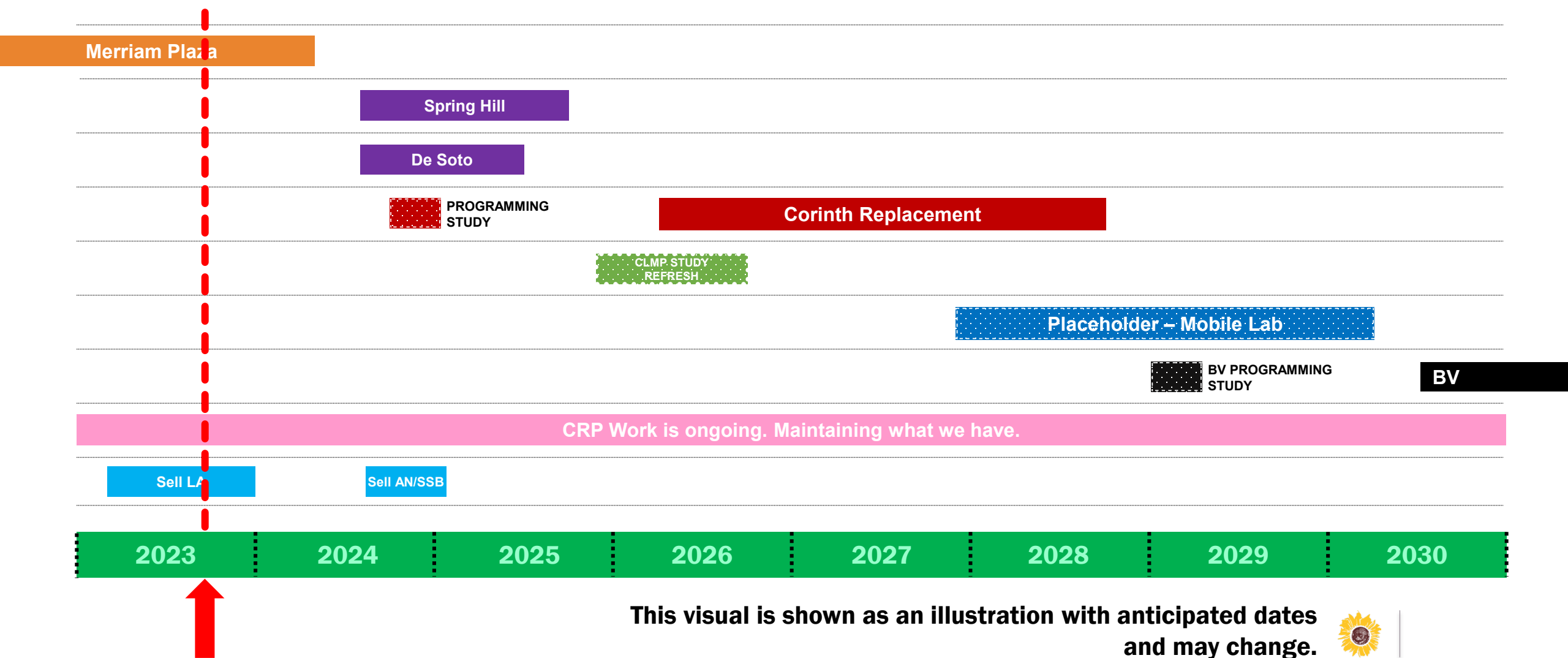


# Capital Projects: Timeline Summary

September 2023



# Capital Improvement Projects: Anticipated Timeline

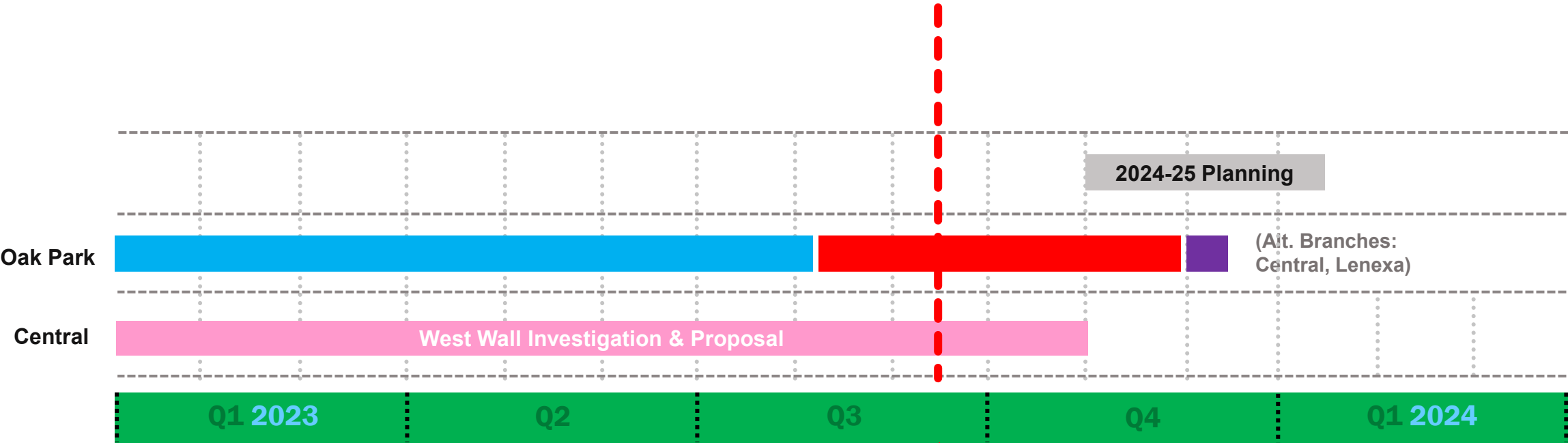


This visual is shown as an illustration with anticipated dates  
and may change.



# 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.





# Summer Reading 2023

All Together Now

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JOHNSON COUNTY  
KANSAS  
Library

# Summer Reading Leadership Team



*Summer Reading  
Launch and End of  
Summer  
Celebration*



*Elementary  
Coordinator*



*Event Producer*



*Outreach  
Book Distribution*



*Makers Space*



*Programs and  
Presenters*



*In-Branch  
Book Distribution*



*Creative Services*



*Adult Services--  
Programs*



*Adult Services--  
Readers Advisory*





Frank Morrison,  
*CSLP illustrator*





# 2023 Outreach Book Distribution

- |  |  |
|--|--|
| <ul style="list-style-type: none"><li>• 60 schools participated receiving a total of 6,000 books.<ul style="list-style-type: none"><li>• <i>Title 1 Schools: 19/19</i></li><li>• <i>SMSD: 30/34</i></li><li>• <i>BVSD: 14/21</i></li><li>• <i>Gardner/Edgerton: 7/7</i></li><li>• <i>Spring Hill: 5/5</i></li><li>• <i>DeSoto: 4/7</i></li></ul></li></ul> | <ul style="list-style-type: none"><li>• 14 community partner organizations received a total of 7,131 books.<ul style="list-style-type: none"><li>• <i>Merriam Parks and Rec</i></li><li>• <i>Infant-Toddler Services</i></li><li>• <i>Dr. Andres, bilingual chiropractor</i></li><li>• <i>JoCo Developmental Supports</i></li><li>• <i>Blue Valley Rec</i></li><li>• <i>Jewish Community Center</i></li><li>• <i>Growing Futures</i></li><li>• <i>Catholic Charities</i></li></ul></li></ul> |
|--|--|



# 2023 Branch Book Distribution

Branch	Beginning of Summer Quantity	End of Summer Quantity	Total Number of Books Given Away
Antioch	1,055	194	861
*Blue Valley	3,216	102	3,114+
Cedar Roe	599	191	408
Central	2,955	51	2,904
Corinth	2,740	354	2,386
Edgerton	268	138	130
Gardner	1,366	221	1,145
*Leawood	1,543	54	1,489+
Lenexa City Center	2,823	834	1,989
Monticello/Desoto	3,156	461	2,695
*Oak Park	848	76	772+
Shawnee	1,413	530	883
Spring Hill	271	96	175

# Summer Reading

## *Keynote Kick-Off*

*Acclaimed author Jacqueline Woodson joined us on June 1st to launch the All Together Now 2023 Summer Reading program! She joined 15 teen volunteers for a luncheon and author meet and greet at Lenexa City Center. Additionally, she offered an educator event to 30+ local teachers and librarians regarding the impact of her work in their classrooms. Finally, she was greeted to a sold out crowd of over 150 Johnson County patrons of all ages to launch Summer Reading.*







# Summer Reading Special Feature

*In Celebration of International Music Day on June 21st*

- ***MISTER G concert and author event on Saturday, June 24th at 10 and 11:30 am.***

*Latin Grammy Award Winning artist MISTER G tours internationally, engaging audiences of all ages. His dynamic, interactive, bilingual performances aim to dissolve borders and foster cross-cultural connections. Also an author, MISTER G has published numerous picture books with Penguin Random House based on his original songs.*



# Summer Reading Programs

- **Read to a Dog or Cat with Pets for Life**
- **Circus Variety Workshop with Martika Daniels**
- **Let's Stick Together with Mr. Stinky Feet**
- **Breakdancing Workshop with SugEasy**
- **All Together Now with Dino O'Dell**
- **Science is Outstanding with Mad Science**
- **Super Attributes from Folk Tale Capers with author, Jo Ho**
- **Drum Safari**
- **Tabletop Games**
- **Fandom: All Together Now**
- **Remake Learning Days: Solder Workshop**
- **Interactive Exhibit: Streets for Everyone**





# Summer Reading Literacy Clubs and Contests

- **Scribblers Society Writing Club**
- **Two Chapters Book Club**
- **Tween Book Club (in-person and online)**
- **Kids Book Club**

**All Together Now Youth Writing Contest**

**All Together Now Youth Sticker Contest**



# Summer Reading Walk and Reads

## Walk and Read Locations:

– *April 29th -May 7th: Wilder Bluff Park*

*Everybody* by Elise Gravel and *Just Be Jelly* by Maddie Frost



– *May 6th-May 14th: I-Lan Park*

*Can I Give You a Squish?* by Emily Neilson and *Flower Garden* by Eve Bunting

– *May 13th-May 21st: Meadowbrook Park*

*The Mommy Book* by Todd Parr and *Be a Star* by Michael Dahl

– *May 20th- May 29th: Celebration Park*

*A Friend Like You* by Frank Murphy and *Frog on a Log* by Kes Gray

– *May 27th-June 4th: Strang Park*

*The Day You Begin* by Jacqueline Woodson and *Group Hug* by Jean Reidy





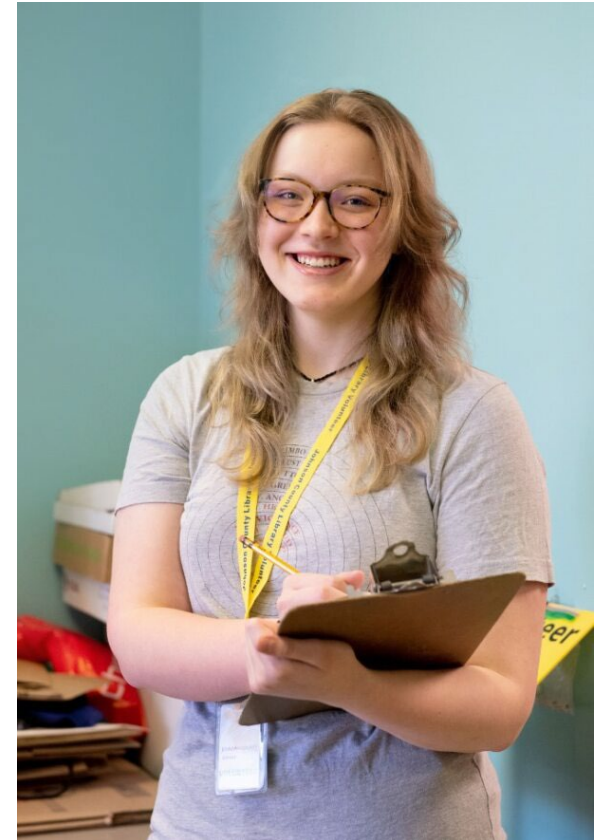
# Summer Reading Teen Volunteer Stats

<i>Location</i>	<i>Hours</i>	<i>Teens</i>
Antioch	221.16	10 volunteers
Blue Valley	1,480.45	57 volunteers
Corinth	66.00	5 volunteers
Leawood	174.00	11 volunteers
Lenexa	69.67	5 volunteers
Monticello	244.00	10 volunteers
<b>2023 Total</b>	<b>2255.28</b>	<b>96 volunteers</b>
<b>2022</b>	<b>1319.5</b>	<b>89 volunteers</b>



# Teen Volunteer Feedback

- I liked learning more about the library and how it works.
- I loved getting to know the librarians and being able to help kids coming through the youth section of the library.
- I loved being able to help out my local library and spend more time there!
- I enjoyed greeting the kids and parents with new books that they can take home. Telling them about the options and watching the kids leave with a smile made my day.
- Something I enjoyed most about my experience was connecting with the other volunteers. It was nice to meet new kids my age and make new friends through my volunteering experience.



# End of Summer Reading Celebrations

## ALL TOGETHER NOW SUMMER CELEBRATION



JOHNSON COUNTY  
Library KANSAS



## Teen Volunteer Appreciation Party

Come celebrate and kick back after all your hard work volunteering for the Library this summer! Join us for pizza, cupcake decorating, games, and a trip to the MakerSpace!

**\*\*Make sure to arrive NO LATER THAN 5:30, as the Library closes at 6:00pm**

Fill out the **FORM** with your activity and food preferences

Central Branch, JoCoLibrary July 28th 5:30-7:30pm





# Featured Programs

- *Funky Mama*
- *Coloratura*
- *Social Swing*



# Participating Organizations

Astronomical Society of Kansas City
BikeWalkKC
Friends of Johnson County Library
Heart of America Fly Fishers
Jane Austen Society of North America-Kansas City Metropolitan Region
Johnson County 4-H (Johnson County K-State Research and Extension)
Johnson County Department of Corrections
Johnson County Genealogical Society
Johnson County K-State Research and Extension Master Gardeners
Kansas City Brick Lab
Kansas City Horn Club
Kansas City Juggling Club
Kansas Missouri Paleontological Society
KC Bead Society
KCGameOn
KindCraft
Mid America Electric Automobile Association
Olathe Civic Band/KC Horn Club
SENCOM-Senior Computer Users Group of Greater Kansas City
Shawnee Mission Radio Control Club
Uke On! Fun Ukulele Jam Group
Wander Woman Outdoors
Olathe Gem and Mineral Society



# Staff Organization Redesign Template Phase II

September 2023

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## **SORT Phase II**

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# **STAFF**

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# **ORGANIZATION**

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# **REDESIGN**

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# **TEMPLATE**

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# **PHASE II**





## **Desired Outcomes**

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Focusing on patron service.

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Evolving services in response to patron needs.

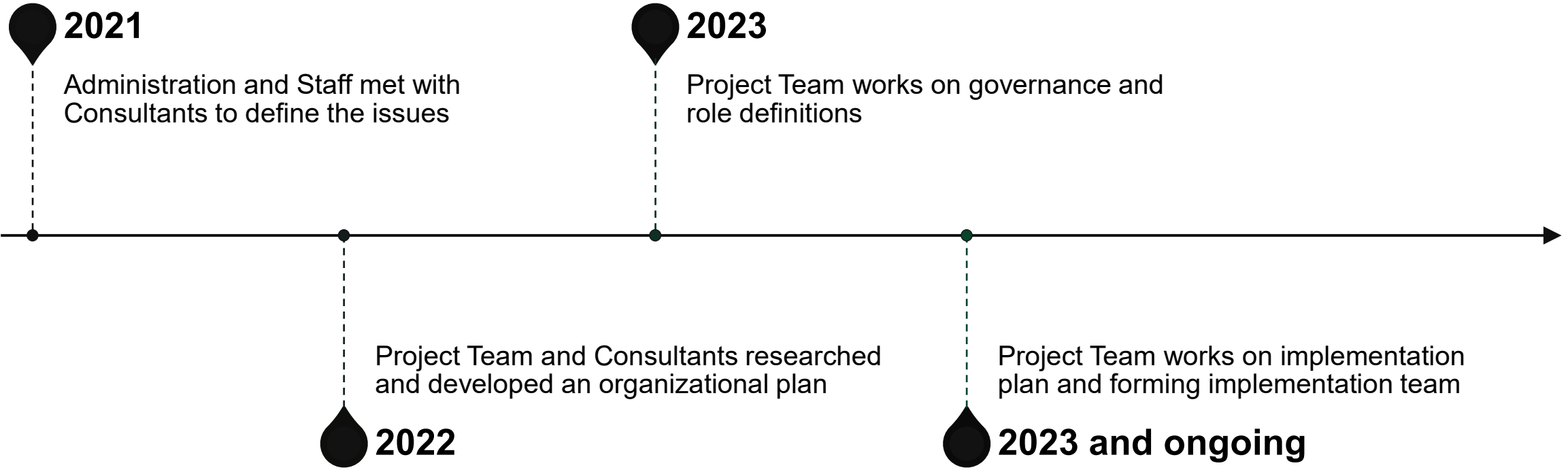
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Improving organizational structure and role descriptions.

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Delivering the best patron experience.

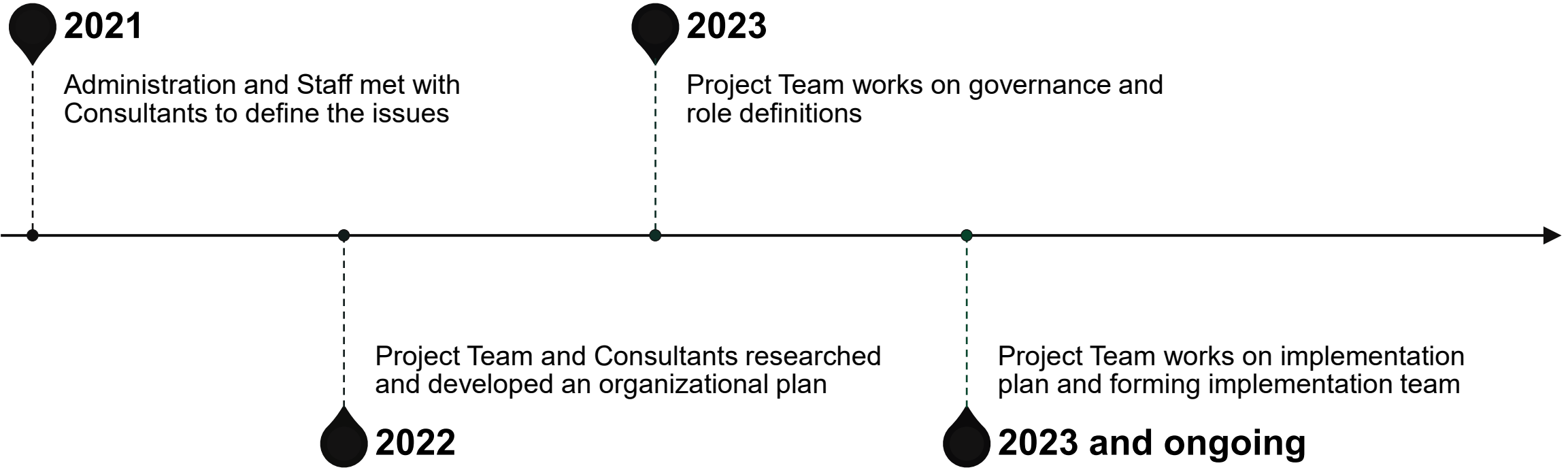




# Key Areas for Improvement

- The organizational design of the Library has not grown and adapted as the Library has grown.
- Our resources are not currently aligned to support branch service lines.
- There are inconsistencies in the resourcing and delivery of programs.





## **Desired Outcomes**

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Focusing on patron service.

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Evolving services in response to patron needs.

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Improving organizational structure and role descriptions.

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Delivering the best patron experience.



**MINUTES JOHNSON COUNTY LIBRARY BOARD  
REGULAR MEETING**

August 10, 2023  
at Central Resource Library  
4:00 p.m.

**BOARD:** Bethany Griffith, Kelly Kilgore, David Sims, 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) 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, Ted Clemens, Jared Harper, Jen Taylor, Ben Oglesby and Emma Fernhout.

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. Kilgore thanked staff for recommendations that they make, she appreciates the displays and recently utilized the displays at Monticello before going on vacation.

Ms. Templin shared that she just read the latest issue of the Guide and it was great to read about the truck wrap artists.

**DEVELOPMENT DEPARTMENT REPORT**

Amber Bourek Slater, Volunteer Services Coordinator, 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. Bourek Slater highlighted Target circle and how that giving program has benefited the Friends of the Library with a \$3,000 donation. She highlighted completing 2023 teen summer volunteer program with a celebration, in only two months the teen volunteers contribute 2,700 hours.

Amber also reminded everyone about the upcoming Library Lets Loose signature fundraising event. The theme this year is Libraries are Magic. Currently have 33 sponsors and 3 additional: McCownGordon Construction, Chuck and Kay Sipple, and Stan Tate! The evening will be full of magic, cocktails, and fabulous raffle prizes.

Ms. Templin asked how many teens are planning to transition to the rest of the year.

Ms. Bourek Slater explained there were some that were past volunteers and some were new, she will work to continue to keep them engaged throughout the school year.

### **COUNTY COMMISSIONER REPORT:**

Commissioner Hanzlick said she was excited to share her report that the 87<sup>th</sup> Street bus line that goes from Lenexa City Center to many great stops, including Central Resource Library is open. There was a rolling ribbon cutting, along the route to the transit center Friday, August 4<sup>th</sup>. This is the first east west route. The future of the route will depend on ridership, and this currently runs Monday through Friday from 5am to 8pm.

Commissioner Hanzlick shared that Monday, August 21<sup>st</sup> BOCC will be hosting a Public Hearing and taking public comments on the proposed 2024 Budget, including the library and parks and recreation. It would mean a lot if there are interested parties to attend and express desire for continued funding for the library.

Currently Commissioner Hanzlick is listening to an audiobook that is a murder mystery.

Board Chair Griffith expressed that the new bus route could be added the Johnson County Library website.

### **BOARD COUNSEL REPORT**

Fred Logan, Board co-counsel, reviewed communication during RFP process and Freedom to Read ARM 10-20-30.

Mr. Logan said that during the Request for Proposal (RFP) process if a board member is contacted by anyone with respect to the Lackman Project and that RFP they should be directly referred to Scott Sime, Lead Project Manager. Do not attempt to answer questions or have a conversation about the subject, to avoid any improper ex parte communications.

Commissioner Hanzlick clarified that the Lackman property is still available.  
Mr. Logan confirmed that it was still available.

Mr. Logan reviewed ARM 10-20-30 Freedom to Read. The Library Board's role is primarily to create broad policies, leaving the selection of materials to staff pursuant to those policies. The Freedom to Read policy, established by the American Library Association and the Association of American Publishers in 1953, underlines intellectual freedom policies for libraries in the United States. This policy stems from the constitutional right to receive information, as recognized by the United States Supreme Court under the First Amendment.

Mr. Logan shared that the Library Board sets broad policy in five parts as to how librarians make selections in accordance with rules and regulations. First, librarians will acquire materials reflecting diverse views, regardless of their orthodoxy or popularity. Second, librarians will select materials without endorsing them or imposing their personal views, fostering a variety of perspectives within the library's collection. Third, the focus is on the content rather than the authors' viewpoints, promoting patrons' freedom of choice. Fourth, the library's collection policy is designed to promote freedom of choice and it is up to patrons to decide what materials they want to utilize. Fifth, the policy opposes



labeling materials, considering it against the public interest to prejudge expressions as subversive or dangerous.

Mr. Logan went on to say that librarians are urged to stand up for Freedom to Read and to encourage diversity of thought and expression. The board has several policies that promote Freedom to Read that all say in this statement that librarians have a responsibility to promote diversity of thought and expression. Mr. Logan explained that is why you will see all different kinds of books and materials on any given subject at the library.

Mr. Logan shared that staff deals with collection issues, so it is best to hear from staff on that directly.

Deputy County Librarian Riggs read responses rooted in policy to questions regarding intellectual freedom. These answers referenced excerpts from 4 policies that the Library Board approves and are documents that direct our work as an organization; Intellectual Freedom Policies – Policy 10-20-30 “The Freedom to Read,” Policy 10-20-31 “The Freedom to View,” Policy 10-20-10 “The Library Bill of Rights” and The Collection Development Policy. These policies describe our reasoning for selection of materials and how we create access to those materials.

It is our policy that drives our selection of materials for patron use before selection into the collection, while it is in the collection, and as we remove it from the collection.

Question: How does the Johnson County Library Staff cull through thousands of candidate books to determine the handful that make our lists?

The Collection Development Policy states in section 2.0 that

"Selection" refers to the decision that must be made either to add a specific item or type of material to the collection or to retain material already in the collection. It is a means of collection development to meet user needs and does not necessarily reflect the opinions or values of the individual selector or of the Library Board.

Deputy County Librarian Riggs shared that the library uses the same foundational principle that is found in our intellectual freedom policies to deliver services to our entire community and to divorce content we provide from the opinions of the Library Board and the Library Staff.

As the Freedom to Read policy says in section 2:

Publishers, librarians, and booksellers do not need to endorse every idea or presentation they make available. It would conflict with the public interest for them to establish their own political, moral, or aesthetic views as a standard for determining what books should be published or circulated.

As with our selection, we rely on publisher priority, library vendor information, professional reviews, and community input to determine what books will be popular and meet the needs of our community.

Ultimately, it is our directive to leave the determination of what patrons use in our library in the hands of our patrons. Our Freedom to Read policy directs us that “In a free society individuals are free to determine for themselves what they wish to read...”

While we create lists of books, it is in the service of helping patrons determine for themselves the content they would like to access and what they would not.

**Question:** Do our publisher or vendors recommend a short list to consider? If so, how do they determine their recommendations? Do other parties make recommendations?

Deputy County Librarian Riggs shared that the library relies on publishers, library vendors, professional review sources, and community input to determine what items we should include on lists.

**Question:** Which Staff members read all the candidate books before listing as our recommendations? Do we have more than one individual on Staff reading and assessing all selections for each age cohort (Birth to 6, Kids, Teens, Adults)? Do we have peer groups of target audience members reacting to our selections before we publish our list?

Deputy County Librarian Riggs shared that it is not the library's practice to read all items in our collection. It is not our role to apply our own political, moral, or aesthetic standards between the creators of the content and the readers.

Our Freedom to Read policy says in section 2 that

*Publishers, librarians, and booksellers do not need to endorse every idea or presentation they make available. It would conflict with the public interest for them to establish their own political, moral, or aesthetic views as a standard for determining what books should be published or circulated.*

Ms. Riggs addressed that it serves us to be familiar with trends in content and publishing so that we can assist patrons with navigating the immense breadth of content available. The specifics of content do not help us with this navigation. We are not in the position to apply our own political, moral, or aesthetic standards in our work.

**Question:** How are candidate books ranked or scored in our evaluation process?

Deputy County Librarian Riggs shared that as with our selection, we rely on publisher priority, library vendor information, professional reviews, and community input to determine what books will be popular and meet the needs of our community. These sources give us indicators of what materials might be valuable for our patrons.

Ultimately, it is our directive to leave the determination of what patrons use in our library in the hands of our patrons. Our Freedom to Read policy directs us that "In a free society individuals are free to determine for themselves what they wish to read..."

While we create lists of books, it is in the service of helping patrons determine for themselves the content they would like to access and what they would not.

**Question:** How do we decide the quantity of each title that is available across the system?

Deputy County Librarian Riggs shared that the Collection Development Policy states the "...primary objective is to ensure that public monies are spent wisely so that the Library can

provide relevant materials in sufficient supply to make the Library a dependable resource for most people most of the time.” Evaluation of titles if based on many variables.

Ms. Riggs shared that this practice is applied evenly across the collection to assure the equal access guaranteed in the Library’s policy 20-15-10 “Access Policy Statement” which says

*Access to all materials legally obtainable is assured to the user, and policies and procedures will not unjustly exclude materials even if they are offensive to the librarian or the user. Libraries and library staff are responsible for providing equal access to library materials and services for all library users.*

**Question:** How does Library Staff ensure that reading lists are balanced? For Teen, it seems that we have about 3-4 titles whose synopses describe evil, death, witchcraft/zombies, rebellion, etc. Are the other 3-4 books about goodness/peace, positive spiritual development, life?

Deputy County Librarian Riggs shared that it is not appropriate for us to label books with any prejudice as “evil” or “good” as our Freedom to Read policy directs us in section 5:

*It is not in the public interest to force a reader to accept with any expression the prejudice of a label characterizing a book or its author as subversive or dangerous. The ideal of labeling presupposes the existence of individuals or groups with wisdom to determine by authority what is good or bad for others. It presupposes that individuals must be directed in making up their minds about the ideas they examine. But Americans do not need others to do their thinking for them.*

We endeavor to meet the obligations of the Collection Development Policy and the goals represented in our Freedom to Read policy which gives us several pieces of guidance in section 1:

*It is in the public interest for publishers and librarians to make available the widest diversity of views and expressions, including those that are unorthodox, unpopular, or considered dangerous by the majority.*

Lastly, Ms. Riggs identified that Johnson County Library offers a Request for Reconsideration form on the website and in each branch. As defined in our collection development policy, the community can use this form to have a particular title reviewed against Library Collection policies and/or reconsider the item’s shelf classification. We find requests for reconsideration helpful as they encourage us to examine our library practice and policies.

Mr. Logan concluded by saying that the Board should view this as a good overview of the policy and procedure.

Mr. Sims asked about the diversity audit and if the library has a timeline to repeat that.

Deputy County Librarian Riggs shared that the diversity audit is part of our strategic plan.

Mr. Sims asked if that goes down to the teen level and shared that not many people may know that it occurs.

Deputy County Librarian Riggs shared that the audit does reach all levels of the library.

Ms. Van Ophem asked about the risk to staff or the board when Summer Reading programs have lists described as recommended and they are really coming from publishers or no-staff sources.

Mr. Logan shared that he sees no legal concern. The library is protected by the first amendment.

Ms. Riggs shared that the library stands on the practice that we give families the right to decide what is appropriate for themselves. Parents and guardians have the right to choose what is appropriate for their situations and it is not our practice to deny access to any of our content.

Board Chair Griffith thanked both Mr. Logan and Ms. Riggs for their perspective. She said, "Our goal is to facilitate free people reading freely, and that is well-articulated in our policy." Ms. Griffith thanked Fred Logan and Andrew Logan and the Administrative Team for protecting our institution and our system, and for being open to educating not just the Board, but staff and the community on this vital issue.

## **COUNTY LIBRARIAN REPORT**

### **Finance Report**

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

At the end of June, we were 50% through the 2023 year, with a little over \$42.3 million, a little over 88% of the full \$48 million in anticipated revenues. Approximately 97% of the ad valorem has come in and we expect the rest to come in September or October. Expenses, including our collection encumbrances and interfund transfer we have spent a little under \$24.3 million or roughly 50%, which is where we would expect to be at this time.

Mr. Vratny shared that the Budget Committee will be determined later in the meeting to begin thinking about 2025. He also mentioned that the library intends to collect more ad valorem revenues next year than we did the year before, the Board of County Commission will have a Public Hearing to act on a resolution to acknowledge that August 21<sup>st</sup> and the library will bring a similar resolution to the Library Board in September for action.

Mr. Sims asked if the salary increases have taken place.

Mr. Vratny confirmed that those have gone into effect on the last round of paychecks.

### **Statistics**

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

Mr. Wathen reviewed the monthly statistical report based on the past five years as of June. Physical circulation is on par with last year, very close to 2021 and 2022 numbers. Digital usage is significantly higher and continues to trend higher than it has in the past. Visitation is continuing to pace above last year and has not caught up with 2019 or pre-COVID levels.

Board Chair Griffith asked for clarification on visitation and digital trend figures for the past few years. Mr. Wathen clarified that visitation in June 2023 was around 175,000 and before COVID (2019) was closer to 240,000. The digital usage is at between 120,000 and 140,000 per month this year. Board Chair Griffith asked if digital has increased by a similar amount to the decrease of our visitation numbers.

Mr. Wathen expressed that he is not sure that is a full explanation and that there is a more complex answer than that.

Board Chair Griffith asked if there is data to see a correlation or if it may be a time to ask the community if they have changed the way they use the library by way of increasing their digital usage. Mr. Wathen shared that there may be a way to

Ms. Templin expressed that she believes this is due to the ease of use of Libby.

Mr. Wathen said he can investigate this more and can look at national trends.

Mr. Sims asked about actual users this year versus previous years and how many people we are reaching.

Mr. Wathen confirmed that he hears the concern that we are reaching and serving our community.

### **Communication Services**

Elissa Andre, External Communication Manager and Ben Oglesby, presented the Communication Trends, this report is included in the August Board Report.

Ms. Andre introduced the external and internal communications teams. She highlighted the outreach kits, branding updates, and our recent promotion initiatives for Fine Free and Summer Reading. Next, Ms. Andre reviewed how we track our Social Media and that halfway through this year we are already outpacing past years in our impressions. Ms. Andre reviewed the newsletters that the library sends, the website and catalog.

Elissa highlighted how communication shares information regarding our building projects. Currently the Merriam Plaza Library project has included fence wrap, monthly videos and a series of videos showing "How to build a Library" that can be found on our YouTube channel.

Three times a year the Library Guide, a 40-page magazine listing everything happening in the upcoming trimester at the library, is produced. Immediately after the latest Guide mailing, we saw a 25% increase in library card applications. Ms. Andre also shared tracked impressions from the Fine Free campaign that was able to target active and lapsed users.

Current Library card holder numbers and use is at its highest level in years. Ms. Andre commended the group effort of hundreds of staff, volunteers, and board support who keep the system operating at a high standard to create a sustainable relationship between the library and our community.

Board Chair Griffith expressed that the current designs being used in the Guide and communication are very aesthetically pleasing.

Mr. Oglesby reviewed the cost per new card holder and the importance of reaching the target audience with the right message at the right time and place. Mr. Oglesby highlighted a few exciting projects including wrapping courier trucks with local artists' designs to promote literacy, with videos on social media showcasing artists. The website will be refreshed after patron interviews, focusing on a modern, user-friendly experience. A new web portal for Spanish speakers has already been introduced. Finally, the library plans to launch a mover mailer, inspired by a successful summer guide, using public records to send postcards to new residents and welcome them to explore the library's offerings.

Commissioner Hanzlick asked if we've reached out to local Chambers of Commerce to help dispense information to new business.

Deputy County Librarian Riggs thanked Commissioner Hanzlick for that idea. She also thanked Ms. Andre and Mr. Oglesby for their presentation.

### **COMPREHENSIVE LIBRARY MASTER PLAN**

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

## **Merriam Plaza Project**

Mr. Sime reported the status of the Merriam Plaza Library Project, Titan has started installing windows and an exterior rain screen system, along with interior wall framing and duct work. Exterior ceilings over the drive-through and front porch have been installed. Site work involves pouring concrete for seat walls in the north plaza. The library welcomes tours for those interested. Next steps involve concrete sidewalks, permanent power, rooftop light monitors, glass and glazing, exterior concrete siding panels, a standing seam metal roof, mechanical electrical plumbing work, drywall installation, and preparation for a vegetated roof.

Mr. Sime shared that the bond sale for project funding received a favorable rating..

Mr. Sime reviewed the timeline for this project, which has no changes from last meeting. His presentation included images of progress on the drive-through, exterior, interior framing, HVAC ducts, and plaza seat walls.

## **Overall Timeline**

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

Mr. Sime reviewed the Capital Improvement Projects timeline, which has no changes from last meeting. Plans include HVAC system enhancements and elevator replacements at Cedar Roe and Corinth branches.

## **UPDATES – Kinsley Riggs, Deputy County Librarian**

Ms. Kinsley Riggs, Deputy County Librarian, reported to the Board.

### **Election Support Update, Kinsley Riggs, Deputy County Librarian**

Deputy County Librarian Riggs shared that on August 1st Central was the only library polling place for the primary election and saw exactly 100 voters for this primary election.

Currently the library is slated to have Monticello, Blue Valley, Cedar Roe, Central Resource, Corinth, and Shawnee branches as voting locations in the general election, on November 7<sup>th</sup>.

Deputy County Librarian Riggs thanked our partners at the Election Office and our Civic Engagement Librarian who coordinates this partnership.

### **Catholic Charities Update**

Jared Harper, Branch Manager, presented an update on the Catholic Charities partnership, this report is included in the August Board Report.

Mr. Harper highlighted the partnership between the library and Catholic Charities for the Kids Summer Food Program, hosted at the Central and Antioch libraries. The program addresses food insecurity among kids by providing healthy meals during summer when school is out. The initiative strengthens community connections and fosters future success for children. The program, funded by the USDA, aims to combat child hunger and poverty, with no application needed. Libraries serve as safe spaces for community building. In Kansas, one in six kids faces food insecurity. The program serves children and teens under 18, with numbers increasing each year. Since 2017, Catholic Charities has served 15,645 meals at Johnson County Libraries, reaching 2,021 breakfasts and lunches in 2023. While kids eat, caregivers read, teens take breaks, and volunteers, including teens,

contribute. The program creates unexpected friendships, fosters connections, and positively impacts the community by providing nourishment and a safe space for growth.

Commissioner Hanzlick requested the total number of meals served in 2023. Mr. Harper clarified that 2021 breakfasts and lunches were served.

### **Library Day at the K**

Ben Sunds, Associate Director of Customer Experience, presented an update on the Library Day at the K.

Mr. Sunds shared that Johnson County Library participated in Library Day at the Royals charity event during a recent Royals home baseball game on July 16th. The JCL Friends and Foundation distributed complimentary game tickets provided by Royals Charities. Mr. Sunds extended thanks to Christine Peterson, Elissa Andre, and the Friends and Foundation for volunteering and coordinating with Royals Charities. Royals Charities has supported the purchase of an interactive children's unit at the new Merriam Plaza Library through the JCL Foundation. The event was a successful community engagement opportunity, and the library looks forward to continuing this annual connection with Royals Charities to engage with the larger metropolitan community.

## **CONSENT AGENDA**

### **I. Consent Agenda**

#### **A. Action Items:**

1. Minutes of the July 13, 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. Templin** moved that the Library Board of Directors approve the consent agenda.

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

**Motion was approved unanimously.**

### **II. 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, presented the MOU Strawberry Week for distribution of free period products briefing sheet, as included in the August Library Board Report.



**Suggested Motion: Ms. Kilgore** moved 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.

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

**Motion approved unanimously.**

Ms. Templin asked if there was an update on providing these products throughout the County.

Mr. Waters confirmed that there is no update at this time.

Ms. Templin asked for an update and expressed that this would be a good time to address this for the next budget.

Mr. Sims asked if this was staff driven or if we were approached by our partner.

Ms. Madrigal confirmed this was staff driven to find a partner to fill this need.

- 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, presented the Key Performance Areas for the Johnson County Library Strategic Plan 2024-2028, as included in the August Library Board Report.

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

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

**Motion approved unanimously.**

### **III. New Business**

- A. Information Item: County Librarian Appraisal Review Committee Updates.

Kelly Kilgore, Library Board Vice Chair introduced that the County Librarian Appraisal Review Committee would like to review and update the process and questions included in September. The Committee will be appointed next month to conduct this appraisal.

- B. Information Item: Consideration of approving Term and Supply for Communication vendors.

Mr. Vratny described Term and Supply as outlining various vendors in a particular space that we would like to be able to do business with. This item is looking to increase our threshold with working with these vendors, above \$10,000.

Board Chair Griffith asked if this was due to this amount being no longer realistic.

Mr. Sims asked how we came up with the numbers in the briefing sheet.

Ms. Andre explained that the lefthand column is what we currently spend and the righthand column is what we would forecast to be spending, one vendor we would like to spend \$11,000 annually. This solution was designed with County purchasing.

Board Chair Griffith asked if this proposal reflects our current reality.

Ms. Andre confirmed that is accurate. The requested amount represents about half of our budget. With the proposed amount Johnson County Library would be in the 50th percentile of marketing budgets compared to peer libraries.

- 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, Lead Project Manager, presented the Memorandum of Understanding (MOU) with the City of Prairie Village to Jointly Engage in a Site Design Study and Gather Public Input and Feedback, as included in the August Library Board Report. Board Chair Griffith asked what would be included in a site study

Mr. Sime shared that this would include public engagement and the actual development of the site design concepts.

Board Chair Griffith asked if an architect would imagine what a future site might look like.

Mr. Sime confirmed that is accurate.

- D. Information Item: Consideration of approving contract with a vendor to replace elevator equipment at Corinth, Scott Sime and Megan Clark, Project Coordinators

Megan Clark, Project Manager, presented the Corinth elevator contract briefing sheet, this information is included in the August Board Report.

- E. Action Item: Consideration of approving contract with a vendor to replace elevator equipment at Cedar Roe, Scott Sime and Megan Clark, Project Coordinators

Megan Clark, Project Manager, presented the Cedar Roe elevator contract briefing sheet, this information is included in the August Board Report.

Ms. Van Ophem asked how much of the cost would need to be paid this year.

Ms. Clark shared that 40% would be paid this year and there is budget for that amount in our CRP account this year to cover that cost.

Ms. Van Ophem asked if the budget for 2024 was the full amount and what would happen to that cost savings for 2024. Would there be a cost savings next year.

Mr. Vratny shared that there is some flexibility that is built into the CRP capital accounts. There may be some rearranging of items and revaluating what can be addressed when.

Ms. Van Ophem asked if we reviewed multiple bids for this work or if this is a preferred partner.

Mr. Vratny confirmed this vendor contract arrangement with MEI is a term and supply contract.

Commissioner Hanzlick wanted to clarify that one is for replacement and one is for modernization.

Ms. Riggs clarified that both are replacement of a part for modernization, neither is a full replacement.

Mr. Sims asked about Corinth because the building is slated to be replaced. Is there a band-aid for this situation.

Ms. Clark explained this is a bit of band aid to keep the elevator to keep working until the building is replaced.

Mr. Vratny shared that at Corinth the elevator is much more patron facing.

Commissioner Hanzlick asked if there is an outdoor access to the lower level of Corinth.

Ms. Riggs clarified that the entrances at the lower level are emergency exits only.

**Suggested Motion: Ms. Kilgore** 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

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

**Motion approved unanimously.**

F. Action Item: Formation of Budget Review Committee.

Dave Vratny, Finance Director, presented the Formation of Budget Review Committee briefing sheet, this is included in the August Board Report.

Board Chair Griffith shared that traditionally the Committee is made up of Chair and Vice Chair. Chair Griffith asked for interested from board members.

**Suggested Motion: Ms. Kilgore** move to form the Budget Review Committee with the following Board Members;

**Bethany Griffith**

**David Sims**

**Anna Van Ophem**

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

**Motion approved unanimously.**

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

Jennifer Mahnken, Associate Director for System Wide Services, presented the Memorandum of Understanding (MOU) with Overland Park Parks and Recreation for the Walk and Read briefing sheet, this information is included in the August Board Report.

**Suggested Motion: Mr. McAllister** moved 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.

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

**Motion approved unanimously.**

## **ADJOURNMENT**

**Motion: Ms. Templin** moved to adjourn the meeting.

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

**Motion approved unanimously.**

Meeting adjourned at 5:27 p.m.

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

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

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

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

			Receipts	Payments	Balance
	<b>Opening cash balance</b>				<b>\$221,613.59</b>
		Add Receipts	\$273.18		
		Less Payments		\$205.44	
	<b>Ending Cash balance</b>				<b>\$221,681.33</b>
		Less Liabilities		\$1,523.83	
	<b>Unobligated cash balance</b>				<b>\$220,157.50</b>

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

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

# Briefing Sheet

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

**From:** Tricia Suellentrop, County Librarian

**Date:** September 14, 2023

**Re:** **Action 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. The total planned expenditure amount of \$299,300 for the calendar year.

**Suggested Motion:** I move to approve the establishment of a Term and Supply arrangement with a wide variety of communication platforms and channels for the purposes of promoting library services and programs in an amount not to exceed \$299,300.

**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 increases over the \$10,000 threshold the vendors that the Library plans to use for the promotion of Library services and programs.

The attached is a list of vendors the Library is requesting to be part of this approved Term and Supply with a current amount that is usually spent with a proposed up to amount that could be spent 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:** Advertising 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. The County has taken a similar approach to Term and Supply arrangements for a number of vendor services establishing purchasing parameters with a select group of approved vendors for certain defined services.

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

# Briefing Sheet

**Recommendation:** To approve the establishment of a Term and Supply arrangement with a wide variety of communication platforms and channels for the purposes of promoting library services and programs.

**Suggested Motion:** I move to approve the establishment of a Term and Supply arrangement with a wide variety of communication platforms and channels for the purposes of promoting library services and programs in an amount not to exceed \$299,300.



## 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>

# Briefing Sheet

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

**From:** Tricia Suellentrop, County Librarian

**Date:** September 14, 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**

---

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

**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 MOU would enter the Library into a different study 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 CLMP recommends a replacement building for the Corinth branch. This MOU would allow the Library to study jointly with the City whether co-locating with the City's municipal campus could be beneficial to us both. 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:** I move to approve an MOU with the City of Prairie Village to Jointly Engage in a Site Design Study and Gather Public Input and Feedback.

**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 \_\_\_\_ day of \_\_\_\_\_, 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:** Tricia Suellentrop, County Librarian

**Date:** September 14, 2023

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

---

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

**Suggested Motion:** I move to approve a contract with MEI Total Elevator Solutions to install elevator modernization upgrades at Corinth Library in an amount not to exceed \$129,563 per the University of Kansas Procurement Services contract 17010684.

**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 Work Order Authorization as to form.

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

**Recommendation:** To approve a contract with MEI Total Elevator Solutions in an amount not to exceed \$129,563.00 to install elevator modernization upgrades at Corinth Library.

**Suggested Motion:** I move to approve a contract with MEI Total Elevator Solutions to install elevator modernization upgrades at Corinth Library in an amount not to exceed \$129,563 per the University of Kansas Procurement Services contract 17010684.



# 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

### SUBMITTED TO:

JOHNSON COUNTY KANSAS  
FACILITIES MANAGEMENT STE 2100  
OLATHE, KS 66061

### ELEVATOR DESCRIPTION:

**Elevator ID:** A1217-COL1

**Description:** ELEV 1 - CORINTH LIBRARY

### 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**

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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

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**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

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**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 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: 7/27/2023****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:** Library Board of Directors

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

**Date:** September 14, 2023

**Re:** **Consideration of Memorandum of Understanding (MOU) with Johnson County Facilities**

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**Issue:** Renewal of the MOU with Johnson County Facilities

**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 October.

**Background:** Beginning in 2019, Johnson County Library has partnered with Johnson County Facilities (Facilities) to manage our custodial and maintenance services, provide fleet services and some courier services, and provide planning, design, and construction project management. We have worked with Facilities to help us manage our capital projects for approximately the last 15 years. We have reviewed this MOU and associated Service Level Agreements that clearly define the roles and expectations of each party.

Facilities manages staff, oversees contracts, and completes the management and maintenance of all our buildings and our fleet. The Planning, Design, and Construction (PDC) team assists us in managing our CIP and CRP projects and real estate efforts. This partnership has been a huge success as the Library does not have the expertise to perform this work on our own. Our buildings have never been cleaner or more well maintained. Through the prioritization and tracking of our facilities work, we are continuing to catch up on overdue maintenance projects and to establish replacement cycle programs for many areas of our facilities and furnishings. The PDC team has assisted us with our building projects as well as our major system replacement projects (CRP).

**Analysis:** This MOU extends to a three-year agreement to provide for the contract stability necessary for Johnson County Facilities and Johnson County Library to proactively plan for future work without concern of dissolution. We are able to do this because the details of the work are established in regularly reviewed associated service level agreements and costs are reviewed and evaluated quarterly in established budget meetings. To this end, the amount of money required to compensate Facilities for the actual staff and equipment costs associated with these contracts is no longer specified in the MOU but rather reviewed and detailed in our quarterly meetings between the Library Director of Finance and the Facilities Director of Finance and other administrative and relevant staff.

**Funding Overview:** In 2023, the base amount Operational dollar transfer for this work was \$2,972,465 for Library costs for Facilities and \$64,541 for Fleet services. As stated in the MOU, Library and Facilities staff meet quarterly to review services and expenditures to ensure accurate payment for services.

**Alternatives:** Not renew the MOU and direct the Library to provide Facilities support services from within our own management and equipment structures.

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

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

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



**Memorandum of Understanding**  
**Between Johnson County Library (JCL) and Johnson County Facilities Management**  
**(FAC)**

This Memorandum of Understanding (MOU) is entered into as of \_\_\_\_\_, 2023 by and between the Board of County Commissioners of Johnson County, Kansas (BOCC) and the Board of Directors of Johnson County Library (Library Board) for the purpose of providing certain support services to the Library Board through the Johnson County Facilities Management Department (Facilities Department).

1. The Library Board exists under the authority of K.S.A. 12-1223 *et seq.* and the operation of Library Board facilities is governed by K.S.A. 12-1225b. The Library Board have previously entered into cooperative arrangements that included reimbursement to the BOCC for support services provided by the Facilities Department and the parties desire to continue that mutually beneficial relationship under the terms and conditions set forth in this Agreement.
2. The Board of County Commissioners and the Library Board jointly oversee and are responsible for library operations under K.S.A. 12-1225b and the Library Board has requested the Facilities Department provide certain services and perform specific operations functions on behalf of the Library Board relating to the design, construction, and maintenance of buildings, structures and grounds as requested. In addition, the Library Board desires the Facilities Department perform custodial, grounds, and maintenance of Library Board facilities, structures, and grounds all as set forth in the Service Level Agreements attached to this Agreement as Appendices A, B, and C.
3. The Library Board requests, and the BOCC agrees that the Facilities Department shall continue its past practice of providing planning, design, and construction services identified by the Library Board in its Comprehensive Library Master Plan. The extent of the consultation and management services provided to the Library Board by the Facilities Department shall be mutually agreed upon as the need arises and may include the overall planning, coordination, and control of project(s) from their conception through completion of construction for capital-type improvements.
4. This Agreement shall be effective as of \_\_\_\_\_, 2023, and expire on \_\_\_\_\_, 2026. However, the Agreement may be terminated by either party, in writing, with no less than 90-day notice. The parties anticipate this Agreement will be renewed every three years with appropriate changes in the services provided and the compensation received.

## **Responsibilities**

The Library Board and the BOCC each hereby agree to the following terms and conditions:

1. Appendix A captioned “Facility Management Services” describes those custodial services to be provided by the BOCC through the Facilities Department under this Agreement. The BOCC agrees to provide, and the Library Board agrees to budget funding for, the equivalent of eighteen (18) full time employee positions and any mutually agreed upon additional positions during the term of this Agreement, the “Grade” and pay scale of such positions to be determined by the Facilities Department in accordance with generally applicable BOCC personnel policies. The parties agree the Library Board shall transfer sufficient funds from the Library Operating Fund to the BOCC General Fund which shall be used cover the costs incurred in connection with staff for the services set forth in Appendix A along with supplies, materials, and other actual costs and expenses incurred.
2. The Facilities Department will complete facility maintenance of Library facilities set forth on Appendix A. The BOCC agrees to provide, and the Library Board agrees to budget funding for, the equivalent of five (5) full time employee positions and any mutually agreed upon additional positions during the term of this Agreement, the “Grade” and pay scale of such positions to be determined by the Facilities Department in accordance with generally applicable BOCC personnel policies. The parties agree the Library Board shall transfer sufficient funds from the Library Operating Fund to the BOCC General Fund which shall be used cover the costs incurred in connection with staff for the services set forth in Appendix A along with supplies, materials, and other actual costs and expenses incurred.
3. The Facilities Department shall undertake and complete necessary planning, design, and construction services of those Library facilities set forth in Appendix A. The BOCC agrees to provide, and the Library Board agrees to budget funding based on the average salary Project Manager positions in the Planning, Design & Construction division (PMI, PMII, and PMIII) for 3.0 full time employee positions during the term of this Agreement, the “Grade” and pay scale of such positions to be determined by the Facilities Department in accordance with generally applicable BOCC personnel policies. The parties agree the Library Board shall transfer sufficient funds from the Library Operating Fund to the BOCC General Fund which shall be used cover the costs incurred in connection with staff for the services set forth in Appendix A along with supplies, materials, and other actual costs and expenses incurred. The BOCC agrees the Facilities Department will select and designate Project Managers responsible for Library Board Projects and that the Facilities Department and the Library will select and designate a mutually agreed upon Project Manager liaison as a lead for coordination between the Facilities Department and the Library Agency Board.
4. The parties acknowledge and agree that the Library Board’s reimbursement to the BOCC under this Agreement includes the costs to the BOCC of employee

compensation, including fringe benefits. The employees are to include Custodial Personnel, Maintenance Personnel, and Project Managers as set forth above who shall be primarily assigned to duties related to the Library Board's facilities and operations. In the event that any party terminates this agreement, the BOCC, the Facilities Department, and Library agree that they will take the steps necessary to ensure that the custodial, maintenance, and employee positions described in this MOU become Library employee positions. The parties further agree to work cooperatively and in good faith to ensure a smooth transition in the event of termination of this agreement.

5. In addition to the staffing reimbursement to be funded by the Library Board under this Agreement as described in Paragraphs 1, 2, 3 and 4, the Library Board shall reimburse the Board for additional resources as defined in Appendices A, B, and C, including Courier, Grounds, FFE Warehousing Services used in the performance of the BOCC's obligations under this Agreement. The Library and Facilities Department will develop mutually agreed upon standards for Facilities use of JCL space for Facilities Department staffing and technology support before the end of the terms of this MOU.

6. In addition to the services set forth in Appendix A, the parties agree the Facilities Department shall provide the services set forth in Appendix B captioned "Fleet Services". The BOCC agrees that the Library Board's vehicles shall be kept and maintained to a standard that is the same or better than BOCC-owned vehicles.

7. The parties also agree the Facilities Department shall provide those "Custodial Services" set forth in Appendix C. The BOCC agrees that the Library Board's facilities shall be kept and maintained to a standard that is the same or better than other BOCC-maintained buildings.

8. The Library Board shall provide Library facility access to the Facilities staff as needed to properly assess and perform all levels of work to maintain the Library facilities.

9. The Library Board shall compensate the BOCC for materials and support services provided under this Agreement at an agreed upon base amount annually. The parties agree that any materials and support services in addition to those set forth in Appendices A, B, and C shall be provided only with the express agreement of the BOCC. The Library Board agrees to transfer funds from the Library Operating Fund maintained by the BOCC for the benefit of the Library Board to the BOCC's General Fund.

10. The parties agree to meet quarterly to review services and expenditures, review the responsibilities noted in this document to plan for budget requests and determine the base amount for future fiscal years.

This Agreement and any renewal thereof, is subject to the provisions of the Kansas Cash Basis Law, KS.A. 10-1101 *et seq.*, and amendments thereto (the "Act").

Entered into as of \_\_\_\_\_, 2023.

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Patricia Suellentrop County Librarian Johnson County Library	Date
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Chair, Board of Directors Johnson County Library	Date
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Tony Barron Facilities Management Director Johnson County	Date
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Penny Postoak Ferguson Johnson County Manager	Date
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# Briefing Sheet

**To:** Library Board of Directors

**From:** Tricia Suellentrop, County Librarian

**Date:** September 14, 2023

**Re:** Johnson County Library Board Resolution for 2024 Revenue Neutral Rate

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**Issue:** Consider adoption of the Johnson County Library Board Resolution for 2024 Revenue Neutral Rate.

**Suggested Motion:** I move to adopt a resolution of the Johnson County Library Board of Directors, to exceed the revenue neutral rate in the levy of property taxes in support of the budget for the Johnson County Library taxing district for fiscal year 2024.

**Background:** In 2022, the Kansas changed the process for consideration of the budgetary revenue neutral rate issue (see K.S.A. 2021 Supp. 79-2988, as amended by 2022 Senate Substitute for House Bill No. 2239). These changes include a requirement that the governing body vote by roll call vote with the vote of each board member reported to the county clerk with the budget materials. Therefore, the Library Board is requested to consider this item by roll call vote.

**Analysis:** The revenue neutral rate for Johnson County Library Taxing District for 2024 Budget is estimated at 3.445 mills. The 2024 budget has been approved by the Library Board and is part of the Board of County Commissioner's (BOCC) 2024 Budget for an estimated mill levy of 3.808 and projected to bring in \$46,591,357 in property tax revenue.

**Funding Overview:** The resolution being presented is the acknowledgement that the 2024 budget will have revenues from property tax exceeding the amount of property tax revenues that are budgeted to be collected in 2023. The property tax is also in line with the 2024 budget that was approved previously by the Library Board and what has been presented and approved by the BOCC in the final adopted 2024 budget.

**Alternatives:** The Library Board could choose not to support the resolution, but in doing so it might put the Library at risk by not being in alignment with K.S.A. 2021 Supp. 79-2988, as amended by 2022 Senate Substitute for House Bill No. 2239.

**Recommendation:** Adopt the resolution of the Johnson County Library Board of Directors, to exceed the revenue neutral rate, for consideration by roll call vote.

**Purchasing Review:** N/A

**Budget Review:** The resolution being presented is in alignment with the 2024 budget that the Library Board has previously approved and has been presented and a part of the recently approved by the BOCC 2024 budget.

**Legal Review:** Legal counsel has reviewed and certified the resolution as to form and content for consideration by the Library Board.

RESOLUTION OF THE JOHNSON COUNTY LIBRARY BOARD OF DIRECTORS

A RESOLUTION OF THE JOHNSON COUNTY LIBRARY BOARD OF DIRECTORS, TO EXCEED THE REVENUE NEUTRAL RATE IN THE LEVY OF PROPERTY TAXES IN SUPPORT OF THE BUDGET FOR THE JOHNSON COUNTY LIBRARY TAXING DISTRICT FOR FISCAL YEAR 2024.

\*\*\*\*\*

At a regular meeting of the Johnson County Library Board of Directors to consider exceeding the revenue neutral rate for the Johnson County Library Taxing District for fiscal year 2024, conducted on Thursday, September 14, 2023, there came before the Board for consideration the matter of adopting a Resolution to exceed the revenue neutral rate in the levy of property taxes in support of the budget for the Johnson County Library Taxing District for fiscal year 2024.

The Johnson County Library Board, after full consideration, upon a motion duly made, seconded and carried, adopted the following Resolution to-wit:

\*\*\*\*\*

WHEREAS, pursuant to K.S.A. 79-2988, prior to adopting a proposed budget that will result in a tax rate in excess of the revenue neutral rate, as defined in the legislation, the Johnson County Library Board shall publish notice of its proposed intent to exceed the revenue neutral rate, conduct a public hearing and pass a resolution to approve exceeding the revenue neutral rate; and

WHEREAS, pursuant to K.S.A. 79-2988, the Johnson County Library Board published notice in The Legal Record and on the Johnson County Library website of its proposed intent to exceed the revenue neutral rate and of the public hearing on the revenue neutral rate held jointly with the Board of County Commissioners of Johnson County, Kansas; and

WHEREAS, the revenue neutral rate for the Johnson County Library Taxing District for fiscal year 2024 is 3.445 mills; and

WHEREAS, the Johnson County Library Board has evaluated and determined the level of services and needed expenditures prudently required to fund the fiscal year budget for Johnson County Library Taxing District; and

WHEREAS, if approved and adopted as proposed, the budget would include authorized expenditures of \$70,759,197 for the Johnson County Library Taxing District; which would require, in addition to other revenue sources, the levy of property taxes for the Johnson County Library Taxing District in the amount of \$46,591,357, at an estimated mill levy of 3.808 mills, which would exceed the revenue neutral rate for the Johnson County Library Taxing District; and

WHEREAS, the Board of County Commissioners of Johnson County, Kansas held a hearing on August 21, 2023, regarding the intent to exceed the revenue neutral rate for the Johnson County Library Taxing District, and allowing all interested taxpayers an opportunity to be heard at the hearing; and

WHEREAS, the Board of County Commissioners, having heard public comment, has determined that it is in the best interest of Johnson County to exceed the revenue neutral rate for the Johnson County Library Taxing District for fiscal year 2024.

NOW, THEREFORE, BE IT RESOLVED by the Johnson County Library Board that the Board hereby approves the levy of property taxes in support of the budget for the Johnson County Library Taxing District for the 2024 budget year that requires a property tax rate exceeding the revenue neutral rate of 3.445 mills.

Adopted by roll call vote this 14th day of September, 2023.

REPORTING OF ROLL CALL VOTE FOR A RESOLUTION OF THE JOHNSON COUNTY LIBRARY BOARD OF DIRECTORS, TO EXCEED THE REVENUE NEUTRAL RATE IN THE LEVY OF PROPERTY TAXES IN SUPPORT OF THE BUDGET FOR THE JOHNSON COUNTY LIBRARY TAXING DISTRICT FOR FISCAL YEAR 2024.

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

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

David Sims \_\_\_\_\_

Jeffrey Mendoza \_\_\_\_\_

Charles McAllister \_\_\_\_\_

Anna van Ophem \_\_\_\_\_

Mitra Templin \_\_\_\_\_

**JOHNSON COUNTY LIBRARY BOARD OF DIRECTORS**

\_\_\_\_\_  
**BETHANY GRIFFITH**, Board Chair

**ATTEST:**

\_\_\_\_\_  
**KELLY KILGORE**, Board Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**FRED J. LOGAN, JR.**, Legal Counsel



# Briefing Sheet

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

**From:** Tricia Suellentrop, County Librarian

**Date:** September 14, 2023

**Re:** Interior Sewer Line Replacement at Edgerton Library – Building Closure

---

**Issue:** Consider approving the temporary closure of the Edgerton Library for up to two weeks to align with the City of Edgerton's timeline for interior sewer line replacement.

**Suggested Motion:** I move that the Johnson County Board of Directors approve the temporary closure of the Edgerton Library for up to two weeks between September 2023 and January 2024 to allow for the City of Edgerton's interior sewer line replacement work.

**Background:** The building housing the Edgerton library was constructed in 1906, and renovated in 1999 prior to the Library moving in. The building is facing issues with the current design of the aging plumbing infrastructure. In the past year, Edgerton library has experienced several issues with the sewer line that have forced unplanned branch closures, and further investigation has revealed the need for more extensive plumbing work. The Edgerton Library building and property are owned by the city of Edgerton, and the City is conducting and funding the repairs as part of their capital projects.

**Analysis:** Our Facilities partners are communicating with City staff to understand the timeline for this work. At this point we expect the work to occur between now and the end of 2023. We anticipate the work will require a building closure. We are requesting a closure of up to two weeks at Edgerton Library to occur between now and the end of 2023 for plumbing work, to be conducted by the City of Edgerton. To provide flexibility to the City for scheduling repairs, we are requesting this more general closure in advance of the work being scheduled.

**Budget Review:** There are no costs to the Library for this work as the building is owned and funded by the City of Edgerton.

**Alternatives:** 1) Not approve the closure and incur ongoing plumbing issues and potential failures, which would affect operations to the public.

**Recommendation:** Approve the temporary closure of the Edgerton Library for up to two weeks between September 2023 and January 2024 to align with the City of Edgerton's timeline for interior sewer line replacement.

**Suggested Motion:** I move that the Johnson County Board of Directors approve the temporary closure of the Edgerton Library for up to two weeks between September 2023 and January 2024 to align with the City of Edgerton's timeline for interior sewer line replacement.

**To:** Johnson County Library Board of Directors  
**From:** Tricia Suellentrop, County Librarian  
**Date:** September 14, 2023  
**Re:** **Blue Valley: Closure Request for Flooring Replacement in Entryway**

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**Issue:** Consider approving the temporary closure of the Blue Valley Library for up to one week between September 2023 and January 2024 to allow for flooring replacement in the public entryway.

**Suggested Motion:** I move that the Johnson County Board of Directors approve the temporary closure of the Blue Valley Library for up to one week between September 2023 and January 2024 to allow for flooring replacement in the public entryway.

**Background:** The tile floor in Blue Valley's entryway has recently heaved, causing tiles to pop and break. Our Facilities partners have assessed the issue and believe it is due to the extreme heat we have experienced this summer. Multiple small areas have been temporarily blocked off including directly in front of the interior sliding door. These areas currently pose a trip hazard. Addressing the heaving should be done as soon as it can be scheduled to reduce obstructions to the entryway. The work will require several days' work and because it is in the only public entryway to the building, the building interior would need to be closed. Drive-thru services could be continued during the closure. The work will require a closure of up to a week to complete.

**Analysis:** Our Facilities partners are communicating with the contractors to get details on the exact timeline of this work, in order to move forward with the work in a timely fashion, we are requesting a closure so the work can be scheduled as soon as possible.

**Budget Review:** This work will be funded from the Capital Replacement Program.

**Alternatives:** 1) Not approve the closure at this time and wait until the October Board meeting to have more exact dates for a closure.

**Recommendation:** Approve the temporary closure of the Blue Valley Library for up to one week between September 2023 and January 2024 to allow for flooring replacement in the public entryway.

**Suggested Motion:** I move that the Johnson County Board of Directors approve the temporary closure of the Blue Valley Library for up to one week between September 2023 and January 2024 to allow for flooring replacement in the public entryway.