



**Board Report
November 9, 2023**

AGENDA

JOHNSON COUNTY LIBRARY BOARD OF DIRECTORS
REGULAR MEETING, NOVEMBER 9, 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 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. Liaison, Board of County Commissioners, Janeé Hanzlick
 - D. Development Department: Friends of Johnson County Annual Bookmark Contest Winners, Shanta Dickerson, Friends Executive Director.....5
- IV. Reports
 - A. Board Counsel – Andrew Logan and Fred Logan
 - 1. Memorandums of Understanding (MOUs)
 - 2. Kansas Cash Basis Law and Contract Review
 - B. County Librarian Report – Tricia Suellentrop, County Librarian
 - 1. Finances and Statistics
 - a) Financial Report, Dave Vratny, Finance Director.....15
 - b) Core statistics, Adam Wathen, Associate Director for Branch Services.....20
 - i. Trends in Development Department, Shelley O'Brien, Development Director.....23
 - 2. Comprehensive Library Master Plan – Scott Sime, Project Coordinator
 - a) Merriam Plaza Library.....33
 - i. Branch Operations, Jared Harper, Branch Manager.....38
 - b) Lackman Building Sale Update
 - c) Capital Projects: Timeline Summary.....46
 - 3. Updates – Tricia Suellentrop, County Librarian
 - a) Veterans Day Recognition, Tricia Suellentrop, County Librarian
 - b) Board Retreat Recap, Tricia Suellentrop, County Librarian
 - c) Monticello Chiller, Tricia Suellentrop, County Librarian
- V. Consent Agenda
 - A. Action Items:
 - 1. Minutes of the October 12, 2023 Regular Library Board meeting.....49
 - 2. Minutes of the October 19, 2023 Library Board Retreat meeting.....58

3. Consideration of approval of the MOUs for AARP, American Public Square, Catholic Charities of Northeast Kansas, Johnson County Corrections, De Soto Parents as Teachers, Growing Futures, Hammerspace, N-Circle, and Oak Park Community Garden.....69

B. Information Items

1. Financial and Personnel

- a) The County Librarian and the Finance Director certify those payment vouchers and personnel authorizations for September 2023 were handled in accordance with library and County policy.
- b) The September 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.....91

VI. Old Business

- A. Action Item: Consider approving the permanent closure of the Antioch Library in preparation for opening its replacement, the Merriam Plaza Library, Scott Sime and Megan Clark, Project Coordinators.....92
- B. Action Item: Consideration to approve revisions to Administrative Regulation Manual (ARM) policies, Adam Wathen, Associate Director for Branch Services.....93
 - ARM 10-50-40 Code of Ethics for Library Board
 - ARM 10-30-20 Code of Ethics for Library Personnel
 - ARM 20-10-11 Holiday Closings
 - ARM 20-10-55 Theft, Vandalism, and Destruction of Library Property
 - ARM 20-20-55 Materials Not Returned
 - ARM 20-20-65 Services to Staff and Volunteers – Repeal
 - ARM 20-80-20 Public Forum and Non-Public Forum and Display Spaces
 - ARM 20-30-65 Information Services – Repeal due to incorporation into 20-80-20
 - ARM 20-80-21 Facility Usage – Repeal due to incorporation into 20-80-20
 - ARM 20-80-22 Displays and Exhibitions- Public Forum – Repeal due to incorporation into 20-80-20
 - ARM 60-10-50 Smoking Prohibition
 - ARM 60-20-50 Vehicles

VII. New Business

- A. Action Item: Approval of the prioritization for Comprehensive Library Master Plan projects, Tricia Suellentrop, County Librarian.....126
- B. Information Item: Consideration of Memorandum of Understanding between Johnson County Library and Johnson County Department of Health and Environment, Adam Wathen, Associate Director for Branch Services.....127
- C. Information Item: Consideration of Memorandum of Understanding between Johnson County Library and Johnson County Election Office, Jennifer Mahnken, Associate Director for Systemwide Services.....131
- D. Information Item: Consider approving the temporary closure of the Central Resource Library for Library Lets Loose 2024, Shelley O'Brien, Development Director.....136
- E. Information Item: Consider contract approval and approval of temporary closure of Shawnee for planned CRP upgrades, Scott Sime and Megan Clark, Project Coordinators.....137

VIII. Executive Session: Personnel Review

IX. Adjournment

CITIZEN COMMENTS

November 2023

October 11th, 2023

National Hispanic Heritage Month – brief review by Rudy Padilla rudypadilla.ks@gmail.com

In 1928 Lyndon B. Johnson taught the 5th, 6th and 7th grade in Cotulla, Texas. Johnson had a deep sympathy for his Hispanic students and the socioeconomic problems they faced. Unlike President Kennedy who was assassinated, President Johnson, would use his past experiences to assist the long-neglected Hispanic community. He made Hispanics as part of his administration Dr. Hector Garcia would work very hard to help John Kennedy to be elected president in 1960, but these efforts were soon forgotten. President Johnson had grown up with Mexicans in his home state of Texas and he appreciated their value, especially the military veterans. The following administration of President Richard M. Nixon also grew up with Hispanics.

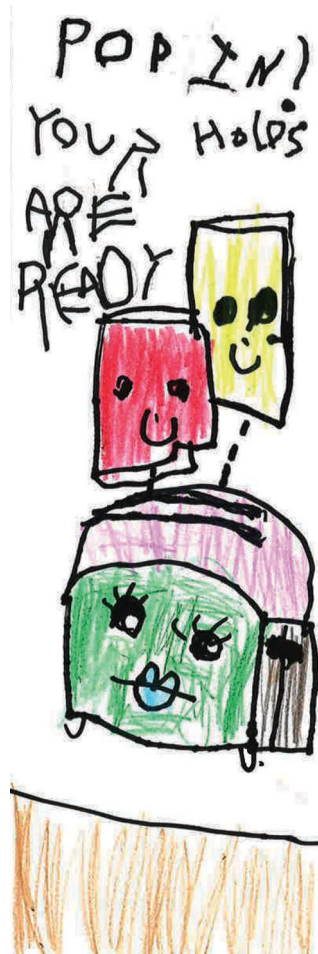
Presidential Executive Order 3869, 1968, Issued by President Lyndon Johnson – Declared Hispanic Heritage Week.

Not to be outdone, the Sixteen-Point Federal Employment Plan, 1970, Issued by President Nixon – issued a comprehensive Plan aimed at increasing Hispanic representation in the Federal workforce. In 1973, the 16-point plan was renamed “Spanish-Speaking Program” to emphasize bilingual skills; and in 1978, the program was again renamed to what it is known as today, the “Hispanic Employment Program” (HEP).

Knowing and appreciating the Hispanic military veteran, the Congressional Action, Pub. L. No. 100-402 and Presidential Proclamation, August 17, 1988, issued by President Ronald Reagan – Declared September 15 to October 15 as National Hispanic Heritage Month.

Today, there is a video on Youtube “President Ronald Reagan, signs National Hispanic Heritage Month Proclamation.” This ceremony was held on September 15, 1982. I hope all will view this video which includes a very sincere, President Ronald Reagan.

Winners of Natl. Friends of Libraries Week 2023 Bookmark Design Contest



Natl. Friends of Libraries Week 2023 BOOKMARK DESIGN CONTEST



Preschool-Kindergarten
category
Lucy
Dunbar
age 5
Homeschool

Lucy says, "I love the Library because I get to pick out books."

14 winners were selected this year and are available at all Johnson County Library locations.

Support your Library and *join the Friends* at joinjclfriends.org



Natl. Friends of Libraries Week 2023 BOOKMARK DESIGN CONTEST



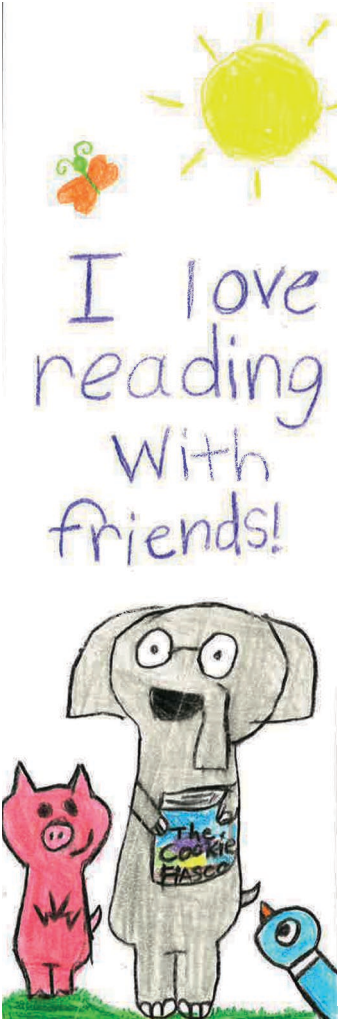
Preschool-Kindergarten
category
Marcos
Sandoval
age 6
Comanche Elementary School

Marcos says, "I love the Library because of books. They are fun."

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Winners of Natl. Friends of Libraries Week 2023 Bookmark Design Contest



Natl. Friends of Libraries Week 2023 **BOOKMARK DESIGN CONTEST**

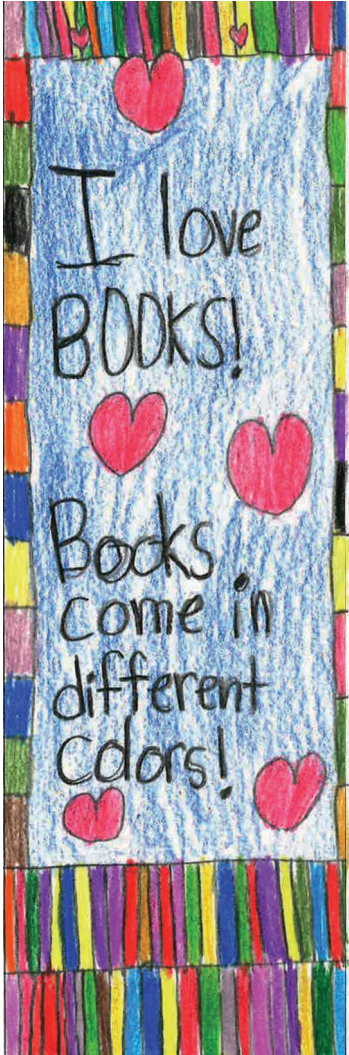


Grades 1-2 category
Makenzie
Crafton
age 7
Rosehill Elementary School

Makenzie says, "I love the Library because they have lots of funny books!"

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Natl. Friends of Libraries Week 2023 **BOOKMARK DESIGN CONTEST**



Grades 1-2 category
Rose
O'Hara
age 8
John Paul II
Catholic School

Rose says, "I get to read so many different books!"

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Winners of Natl. Friends of Libraries Week 2023 Bookmark Design Contest



Natl. Friends of Libraries Week 2023 **BOOKMARK DESIGN CONTEST**


JOHNSON COUNTY LIBRARY

Grades 3-4 category
Ben
Thompson
age 9
Pawnee
Elementary School

Ben says, "I love the Library because there are lots of cool movies and books."

14 winners were selected this year and are available at all Johnson County Library locations.

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Natl. Friends of Libraries Week 2023 **BOOKMARK DESIGN CONTEST**


JOHNSON COUNTY LIBRARY

Grades 3-4 category
Logan
Scarborough
age 8
Corinth
Elementary School

Logan says, "I love the Library because it's a nice quiet place to read and you can learn lots of stuff from being there."

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Winners of Natl. Friends of Libraries Week 2023 Bookmark Design Contest



Natl. Friends of Libraries Week 2023 BOOKMARK DESIGN CONTEST



Grades 5-6 category
Autumn
Lamar
age 11
Mission Trail Middle School

Autumn says, "I love the Library because it's a place where your imagination can unfold."

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Natl. Friends of Libraries Week 2023 BOOKMARK DESIGN CONTEST



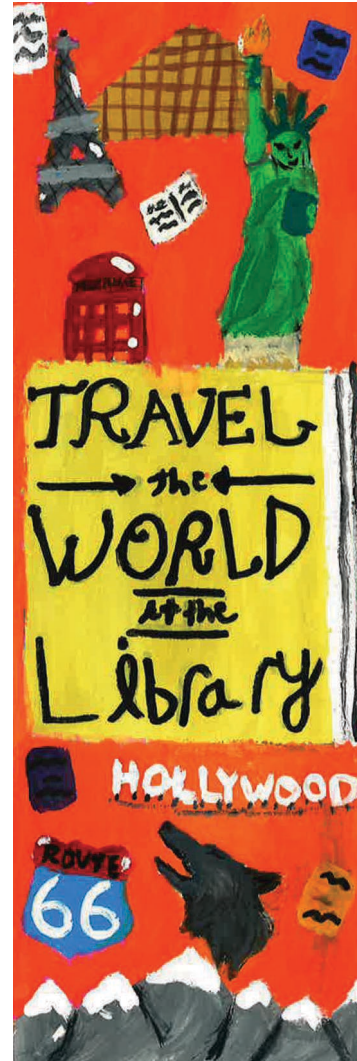
Grades 5-6 category
Louisa
Good
age 11
Homeschool

Louisa says, "I love the Library because it's nice and quiet, and it's a great place to do school. If I don't have a book, I get bored. The library has so many options to read!"

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Winners of Natl. Friends of Libraries Week 2023 Bookmark Design Contest



Natl. Friends of Libraries Week 2023 BOOKMARK DESIGN CONTEST

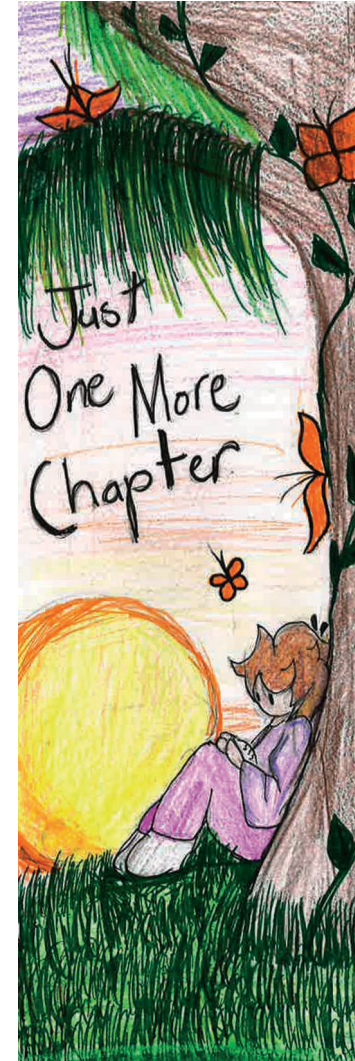


Grades 7-8 category
Kennedy
Kirkland
age 13
Homeschool

Kennedy says, "I love the Library because of all the fun events and opportunities they host, and the variety of books and magazines they have!"

14 winners were selected this year and are available at all Johnson County Library locations.

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Natl. Friends of Libraries Week 2023 BOOKMARK DESIGN CONTEST



Grades 7-8 category
Roz
O'Mara
age 13
Harmony Middle School

Roz says, "I love the Library because there are many types of stories and books I can read."

14 winners were selected this year and are available at all Johnson County Library locations.

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Winners of Natl. Friends of Libraries Week 2023 Bookmark Design Contest



Natl. Friends of Libraries Week 2023 BOOKMARK DESIGN CONTEST



Grades 9-12 category
Cloe Morales
age 14
Shawnee Mission South High School

Cloe says, "I love the Library because it's calm, quiet, and a nice place to get homework done. It's really fun to look at the books and I can read a lot more because of the library and the librarians are all super nice!"

14 winners were selected this year and are available at all Johnson County Library locations.

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Natl. Friends of Libraries Week 2023 BOOKMARK DESIGN CONTEST



Grades 9-12 category
Brooklyn Morrissey
age 16
Shawnee Mission West High School

Brooklyn says, "I love the Library because of the free books and movies."

14 winners were selected this year and are available at all Johnson County Library locations.

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Winners of Natl. Friends of Libraries Week 2023 Bookmark Design Contest



Natl. Friends of Libraries Week 2023 BOOKMARK DESIGN CONTEST



Adult category
Matt
Huckins

Matt says, "I love the Library because I love books!"

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Natl. Friends of Libraries Week 2023 BOOKMARK DESIGN CONTEST



Adult category
Liz
Vargas

Liz says, "I love the Library because I find all the books I need."

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

Friends of the Library Week

October 15-21 was National Friends of Library Week. The week before, three volunteers helped us count and box over 10,000 bookmarks featuring the new Friends bookmark contest winners for distribution to all 14 branches. Snacks were provided in the breakroom to thank over 100 volunteers every week who help the Friends collect, sort, and sell books to support our library. A handful of Friends volunteers and board members also attended the Board of County Commissioners meeting to accept the proclamation recognizing “Friends of the Library Week.”

Ambassadors Underway

A dozen volunteers have been trained as library Ambassadors volunteers. Throughout the fall, this group of community leaders has been shadowing community presentations by the development department for PEO, Rotary, and social groups. They have also assisted staff at community events like the Blue Valley Fall Festival, which was attended by over 500 people. Some Ambassadors have also been touring our branches to learn more about both the library and our community.

Language Learners

Johnson County Library provides a variety of language learner services for our community members. We now have 28 exceptionally talented volunteers assisting with the program. Each trimester, volunteers create lesson plans and facilitate nine English Language Learner classes. Additionally, we have two volunteers teaching students the information they need to know to pass the Citizenship test. Based on feedback from students who didn’t have someone to practice their English with outside of class, we added Conversation Partners this fall. Groups with two fluent English speakers work with 1 – 3 students for one hour each week. This small group setting helps students practice their enunciation and allows them more time to go in-depth on topics they want to discuss.



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

End of the Year – Annual Appeal

According to M + R Benchmarks 2023 Report, 26% of philanthropic giving happens in the month of December. At the JCL Foundation, our fundraising runs at the same rate. The end of the year giving starts with Giving Tuesday on Tuesday, November 28th this year. The Foundation will be promoting giving to the library on this day and throughout the end of the year. Additionally, we will be mailing out an annual appeal in early December. This year's appeal features a photo of Dave Vratny's daughter reading at the Central Resource Library.

Advocacy for Libraries

Friends of Johnson County Library and the Johnson County Library Foundation are working with librarians and library lovers across the state to prepare for the upcoming legislative session in Topeka starting in January. Our goal is to speak up for intellectual freedom and that libraries are for everyone in our community. Be sure to follow the Friends of Johnson County Library on social media for updates and possible actions.

Community Partnerships

Being a part of the Johnson County community includes networking with businesses, school districts, and all leaders. The development department manages tables and tickets to events for us to participate in community partnership events. We will periodically reach out to let you know of community opportunities where you can represent the library. We hope you will join us throughout the year.



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

- National Friends of Libraries Week

Thank you to all who joined us in celebrating the 18th annual National Friends of Libraries Week. This time is organized by United for Libraries, a division of the American Library Association, for Friends groups to “creatively promote our group in the community, to raise awareness, and to promote membership.” Through our beloved Bookmark Design Contest, book donations (in the form of \$100 gift cards) to the sixteen Title 1 school librarians who serve students in our schools, and our presence at the weekly Board of County Commission meeting to receive a proclamation in honor of this week, our renewed advocacy energies are increasingly visible throughout our communities. We are here to celebrate and defend libraries, and folks are taking notice: our membership numbers continue to grow.

- Gearing Up for 2024

Seemingly in a flash, three of our hardworking board directors have come to the end of their second terms: Diane Carlisle (independent consultant), Jennifer Curtiss (grants manager officer, Administration for Children and Families) and Marsha Daley (university administrator, retired). An intimate reception will follow our annual meeting on the evening of November 14 to celebrate these women and the long-lasting impact their work has made for the Friends, Johnson County Library, and the residents of Johnson County.

Additionally, our 2024 slate of officers is as follows:

Past President: Chris Meier; director, corporate marketing - Hunt Midwest

President: Stacy Bunck; shareholder - Ogletree Deakins

Vice President/President Elect: Shanna Eiklenborg; senior director of educational operations - American Medical Informatics Association

Secretary: Lauren Deegan, senior human resources associate - Black & Veatch

Treasurer: Cassie Klein, corporate management reporting finance director - Hallmark Cards

The time and talent our directors and officers gift us in support of our mission is nothing short of remarkable, and I look forward to continued relationship growth and collaboration between our organizations and leadership in the coming years.

And as always, if you’re not a member, please join us at <https://www.joinjclfriends.org>. We are stronger with you.

Respectfully submitted,

Shanta Dickerson
Executive Director

Libraries for All. All for Libraries.

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

OPERATING FUND

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

SPECIAL USE FUND

	2023 Budget
Revenue:	3,619,470
Expenses:	
Contractual Services (General Maintenance)	
Commodities (Capital Equipment)	138,802
Transfer to Debt Payment	
Transfer to Debt Payment - CLMP	3,110,703
Transfer to Capital Projects	
TOTAL SPECIAL USE FUND EXPENDITURES	<u>\$3,249,505</u>
TOTAL .75 INCREASE FUNDS REMAINING SPECIAL USE	<u><u>\$369,965</u></u>
TOTAL .75 INCREASE FUNDS REMAINING ALL FUNDS	<u><u>\$2,817,704</u></u>

JOHNSON COUNTY LIBRARY TOTAL REVENUE REPORT

September 2023
75% of Year Lapsed

REVENUE ALL FUNDS	2023 Year to Date	2023 Budget	% Budget Year to Date	% Budget YTD Prior Year
Ad Valorem	40,644,338	41,255,380	99%	99%
Ad Valorem Delinquent	-269,113	208,493	-129%	76%
Motor Vehicle	3,014,031	3,537,320	85%	85%
Library Generated - Copying/Printing	61,265	104,359	59%	56%
Library Generated - Overdues / Fees	73,518	506,271	15%	47%
Sale of Library Books	0	50,000	0%	75%
Misc Other	1,260	18,703	7%	5%
Reimbursements	139,876	630,043	22%	38%
Library Generated - Other Charges	0	0	0%	0%
Investment	480,720	390,000	123%	161%
Unencumbered Balance Forward	0	1,000,000	0%	0%
Transfer from Capital Projects	0	0	0%	0%
Recreational Vehicle Tax	13,320	18,094	74%	131%
Commercial Vehicle Tax	60,988	56,733	107%	120%
Heavy Trucks Tax	4,555	6,251	73%	90%
Rental Excise Tax	58,431	37,610	155%	124%
State and Federal Grants	132,569	265,638	50%	50%
TOTAL REVENUE	44,415,758	48,084,895	92%	91%

Expenses ALL FUNDS with Collection Encumbrance

Categories	2023 Year to Date	2023 Budget	% Categories Expended
Salaries and Benefits	17,548,080	23,741,078	74%
Contractual Services	4,189,237	6,301,653	66%
Commodities	3,994,638	5,095,281	78%
Risk Management Charges	227,766	303,688	75%
Capital / Maintenance / Repair	2,043,285	5,497,634	37%
Transfer to Capital Projects	3,110,703	3,619,470	86%
Grants	132,569	265,638	50%
Interfund Transfer	3,330,040	3,260,453	102%
TOTAL EXPENDITURES	34,576,318	48,084,895	72%

Revenue - Expenses as of September 30, 2023 **9,839,440**

RESERVES ALL FUNDS	As of 12/31/23
Reserves Operating Fund	17,438,848
Reserves Special Use Fund	<u>2,464,433</u>
Total JCL Reserves	<u>19,903,281</u>

JOHNSON COUNTY LIBRARY: Summary of Expenditures by Cost Category
September 2023
75% Year Lapsed

OPERATING FUND	Programs	2023 Year to Date	2023 Budget	% Program Expended
	Administrative Services	3,649,927	4,398,511	83%
	Information Technology	2,541,113	4,409,160	58%
	Collection Development	2,993,504	4,011,480	75%
	Branch/Systemwide Services	15,699,016	22,081,847	71%
	Risk Management Charges	227,766	304,538	75%
	Grants *	126,590	265,638	48%
	Transfer to Capital Projects	1,949,485	5,497,634	35%
	Interfund Transfer	3,265,499	3,195,912	102%
TOTAL OPERATING FUND EXPENDITURES		30,452,902	44,164,720	69%

SPECIAL USE FUND		2023	2023	% Budget
		Year to Date	Budget	Expended
Contractual Services (General Maintenance)	0	173,705	0%	
Commodities (Capital Equipment)	138,802	127,000	109%	
Transfer to Debt Payment	0	0	0%	
Transfer to Capital Projects	3,110,703	3,619,470	86%	
TOTAL SPECIAL USE FUND EXPENDITURES		3,249,505	3,920,175	83%

TOTAL EXPENDITURES	33,702,407	48,084,895	70%
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JOHNSON COUNTY LIBRARY: Summary of Expenditures by Type
September 2023
75% Year Lapsed

ALL FUNDS	Categories	2023 Year to Date	2023 Budget	% Categories Expended
	Salaries and Benefits	17,548,081	23,741,078	74%
	Contractual Services	4,060,834	6,300,803	64%
	Commodities	3,255,108	5,095,281	64%
	Risk Management Charges	227,766	304,538	75%
	Capital / Maintenance / Repair	2,043,285	5,497,634	37%
	Transfer to Debt Payment	0	0	0%
	Transfer to PBC Capital Leases	3,110,703	3,619,470	86%
	Grants	126,590	265,638	48%
	Interfund Transfer	3,330,040	3,260,453	102%
TOTAL EXPENDITURES		33,702,407	48,084,895	70%

GRANTS*						
	Expenditures through 09/30/2023	Source	Received	Expenditures	Grant Award	Budget Remaining
285000091	2023-State Aid	State	3/29/2023	\$126,589.62	\$132,568.53	\$5,978.91

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

Expenditure of Friends of the JCL Donations 2023

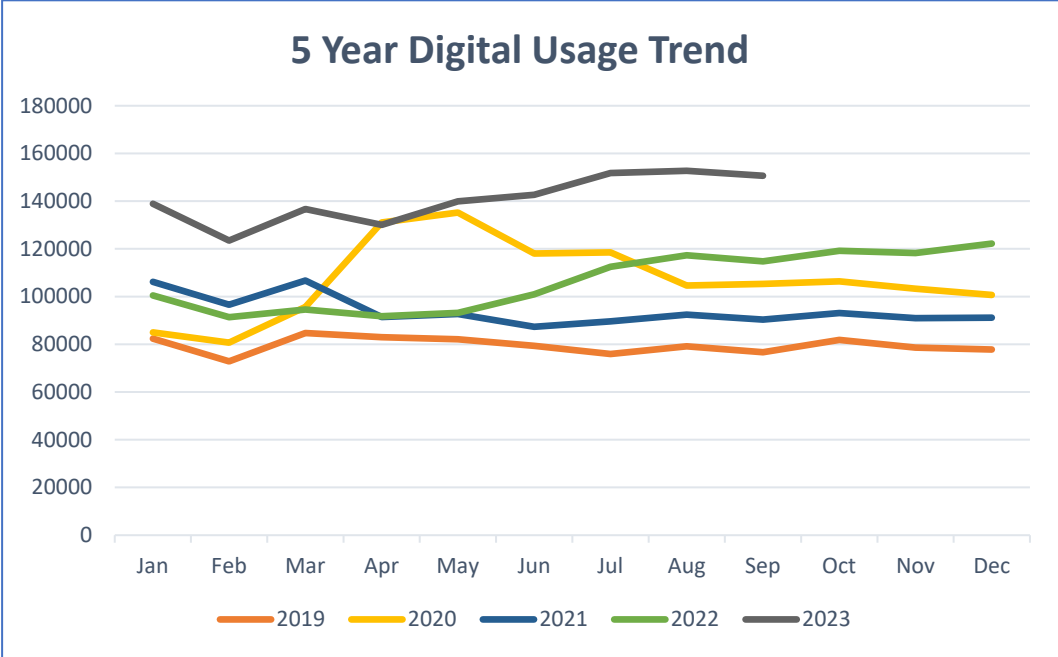
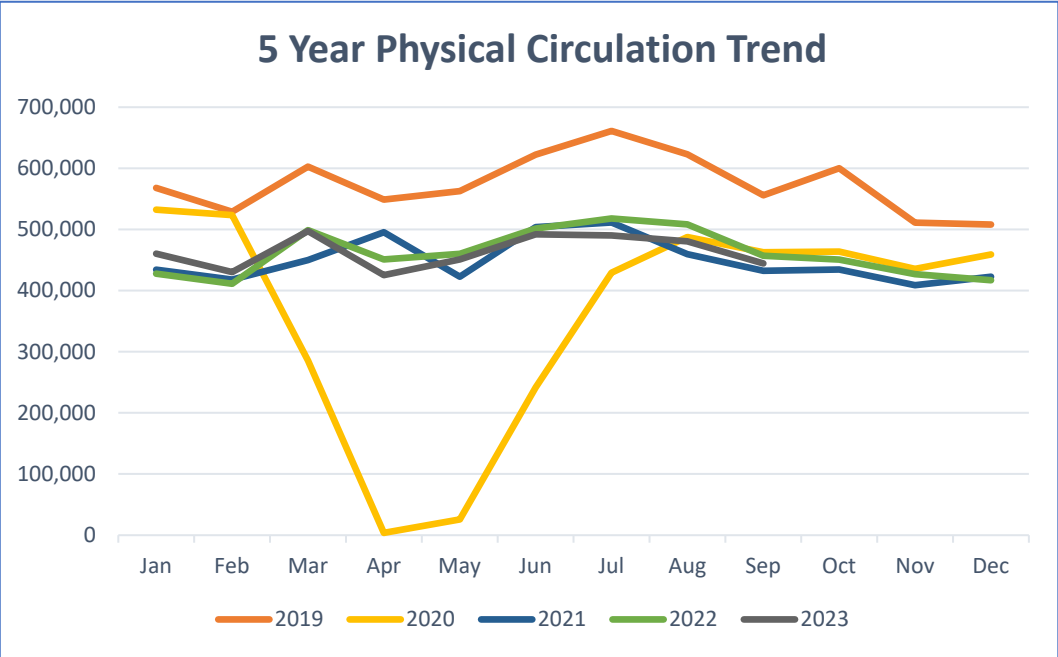
<i>Expenditure Details</i>	<i>September</i>	<i>YTD</i>
Volunteer Recognition	\$0.00	\$0.00
Advertising/Promotion	0.00	0.00
Collection Materials	0.00	0.00
Professional Development/Staff Recognition	0.00	570.77
Technology/Recruitment Consulting & Expenses	0.00	0.00
Strategic Planning meeting supplies	0.00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

Monthly Statistical Report

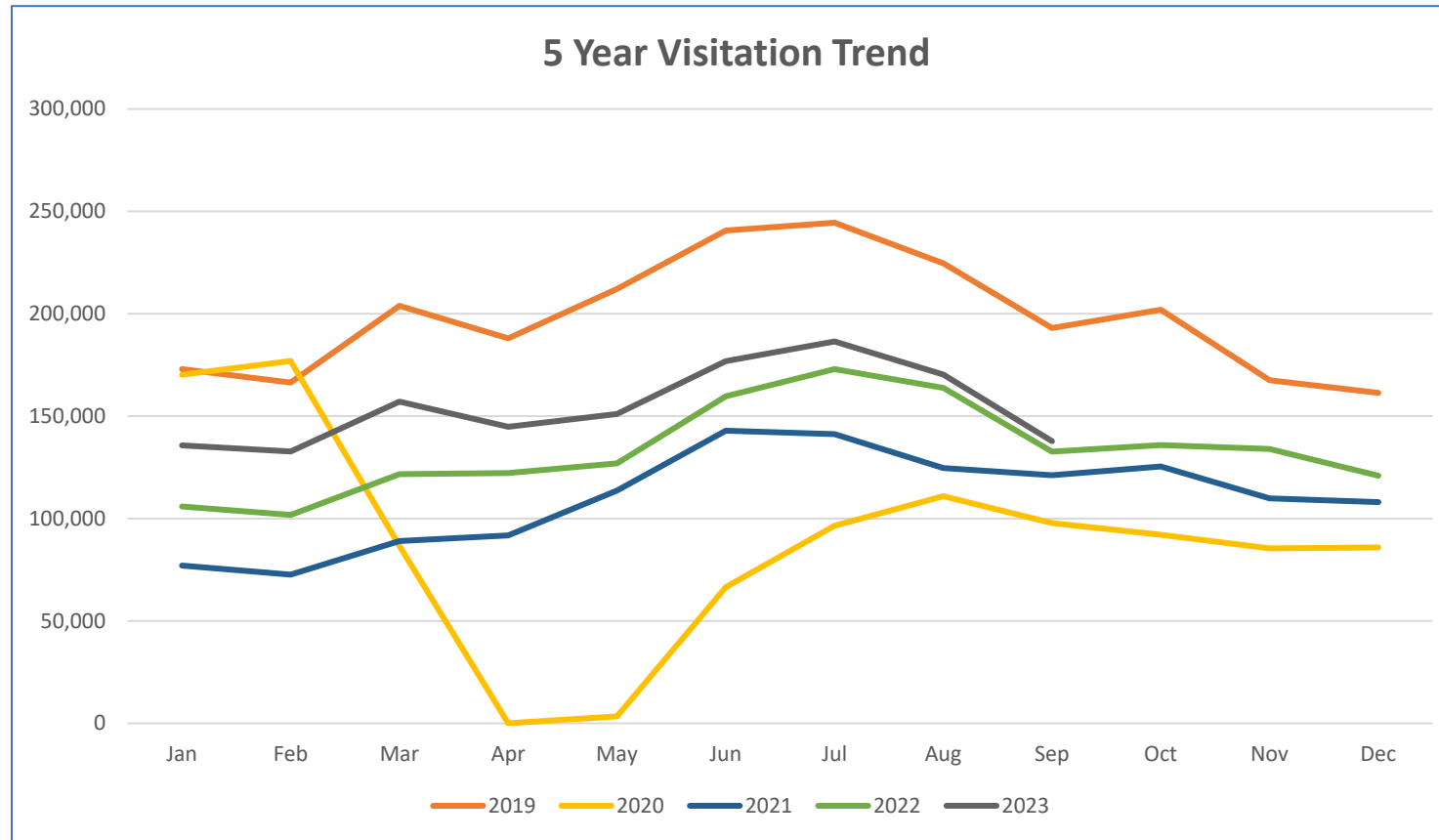
November 2023

JOHNSON COUNTY LIBRARY

Monthly Statistics



Monthly Statistics



Trends from the Development Department

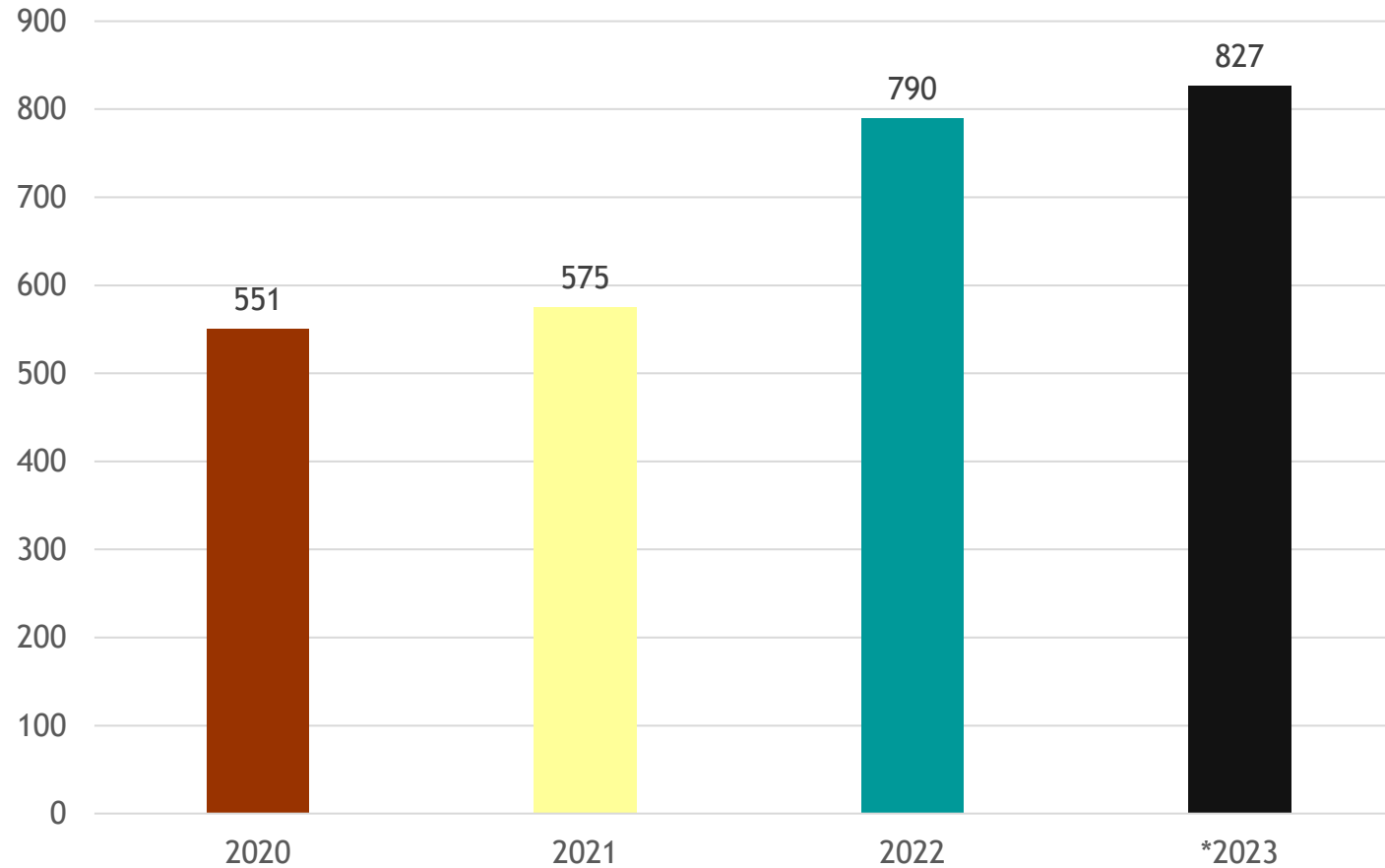
The Impact of Help, Join, Give at the Library



help **join** **give**



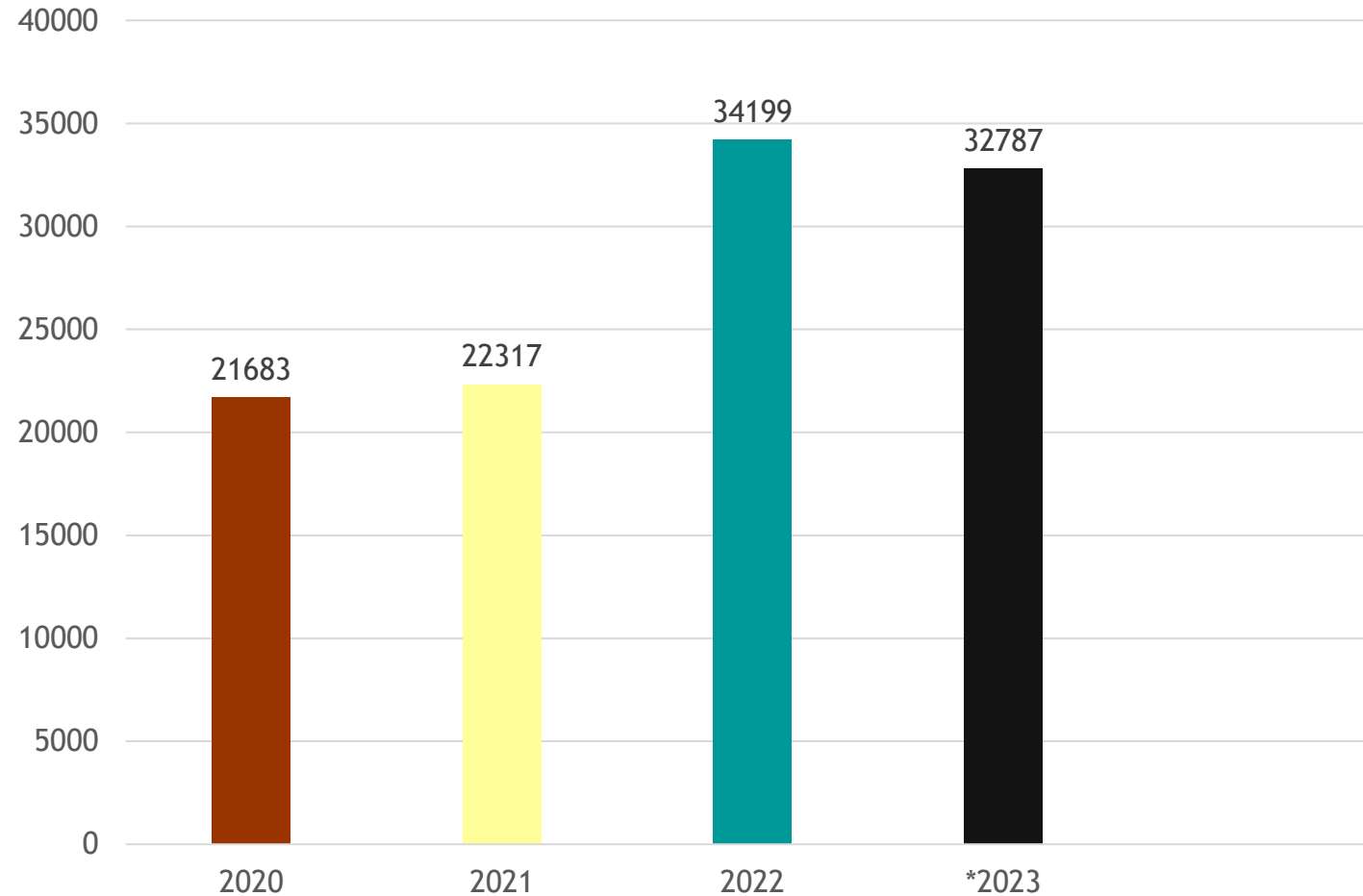
Total Number of Volunteers



2023 numbers are thru October 31, 2023.



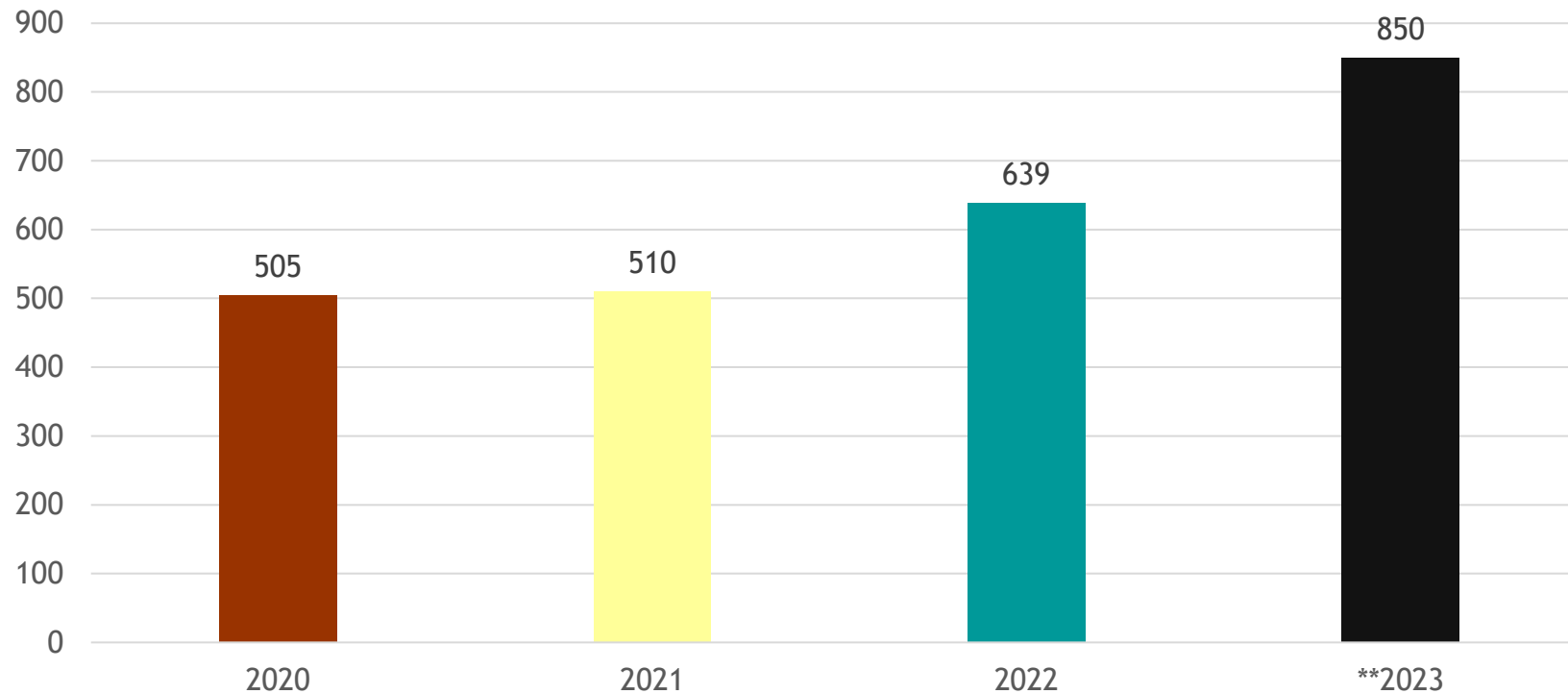
Total Number of Volunteer Hours



2023 numbers are as of October 31, 2023.



Total Number of Friends Members



2023 is a projected number. As of September 30, 2023 membership was at 802.

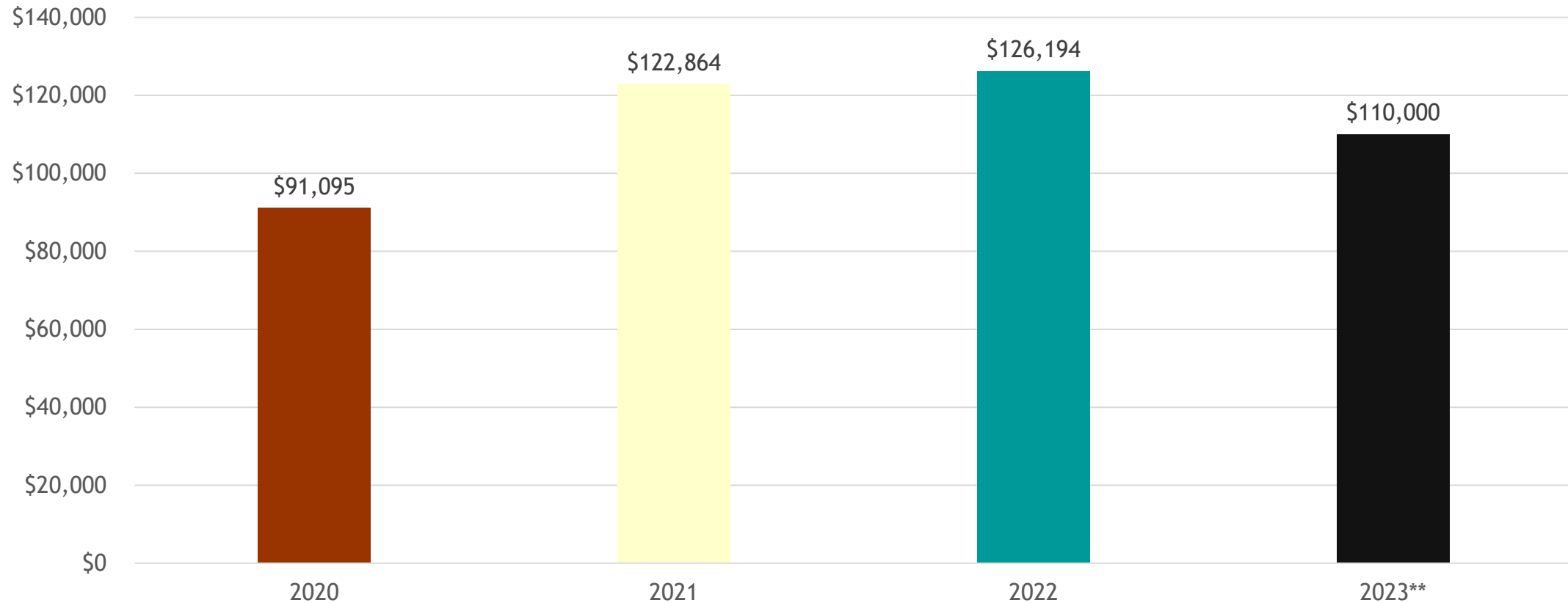


Friends of JCL – Strategic Plan 2023-2025

- Membership and Involvement
- Revenue
- Operational Excellence and People
- Community Engagement and Advocacy



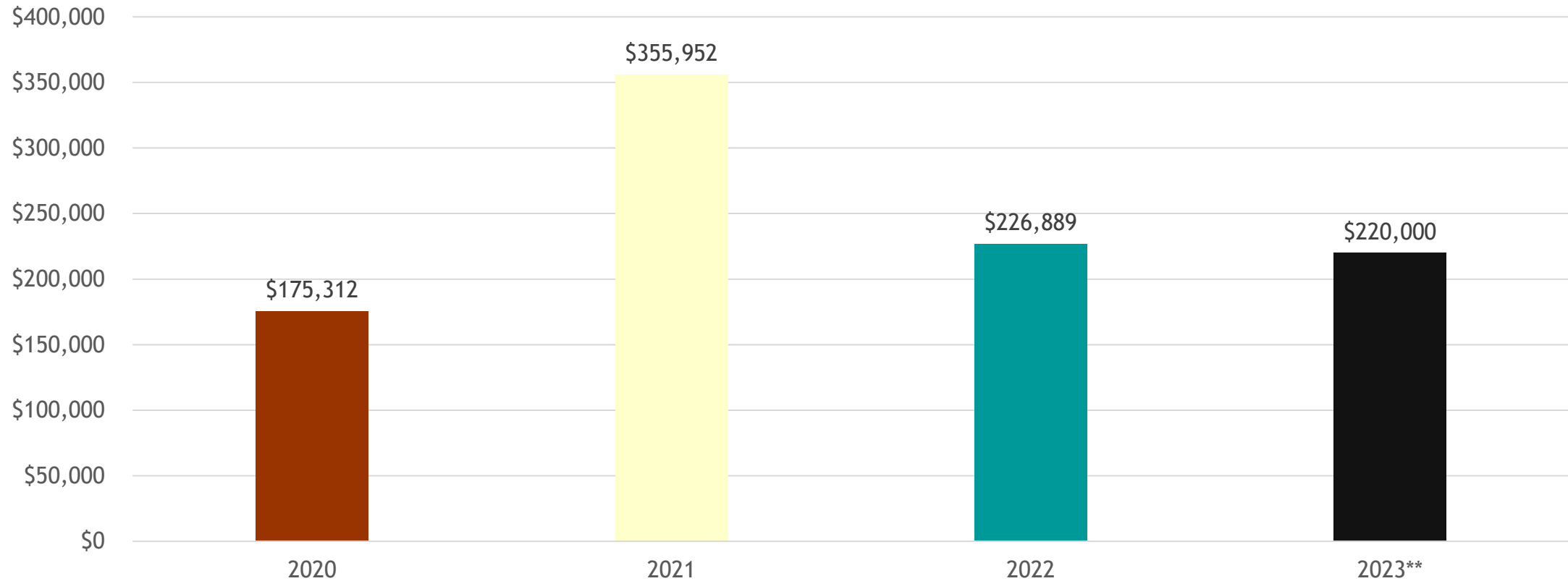
JCL Foundation to the Johnson County Library Collection



The donation from the Foundation to the Library is based on a 3.75% average of Foundation endowment earnings over 3 years. This money is primarily used to purchase books and materials for all branches. 2023 is projected.



JCL Foundation – Overall Support to the Johnson County Library



Overall support includes grants for programming and restricted gifts to various parts of the Library. 2023 is projected.



Thank you to the Friends of Johnson County Library



Thank you to the Johnson County Library Foundation Board and the JCL Development Department Staff



Merriam Plaza Library

Update – November 2023



Updates

- Construction update
- Next steps
- Tours
- Timeline



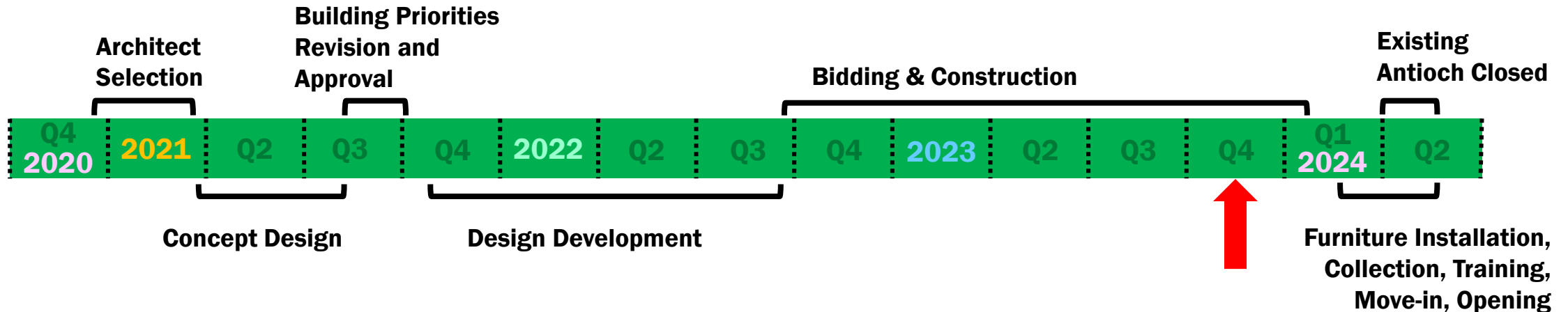
Next Steps

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



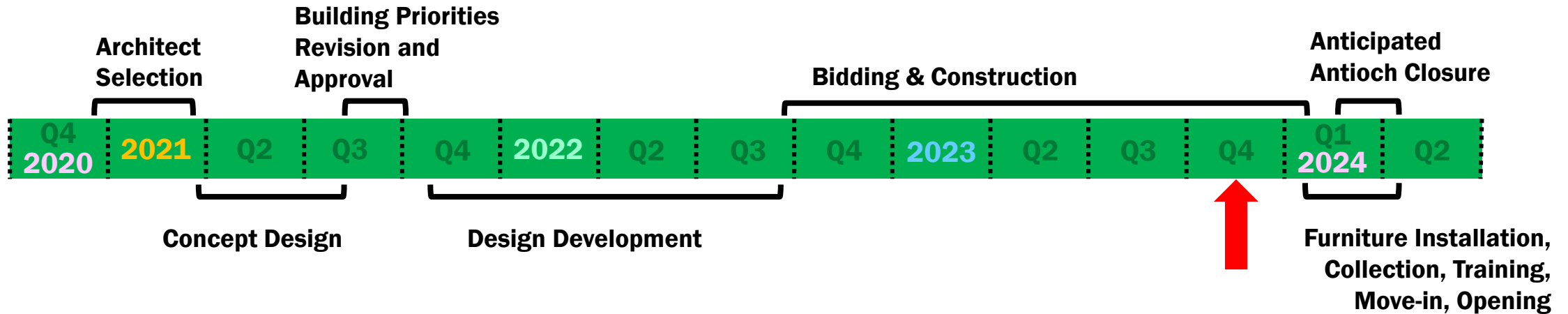
Merriam Plaza Library:

Updated Anticipated Project Timeline



Merriam Plaza Library:

Updated Anticipated Project Timeline



Merriam Plaza Branch Operations

November 2023



Our Team

Project Manager



Jared Harper

Team Members



Amy Barclay (Branch Manager)
Sheida Bates (Assistant Branch Manager)
Nicole Schlagel
Amanda Wahlmeier
Elanor Straight



Project Scope

The Merriam Plaza Branch Operations project focuses on the resources and trainings needed for library staff to provide service and access for our community.

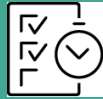


Work Breakdown

Transition



Branch Specific



Systemwide



Training

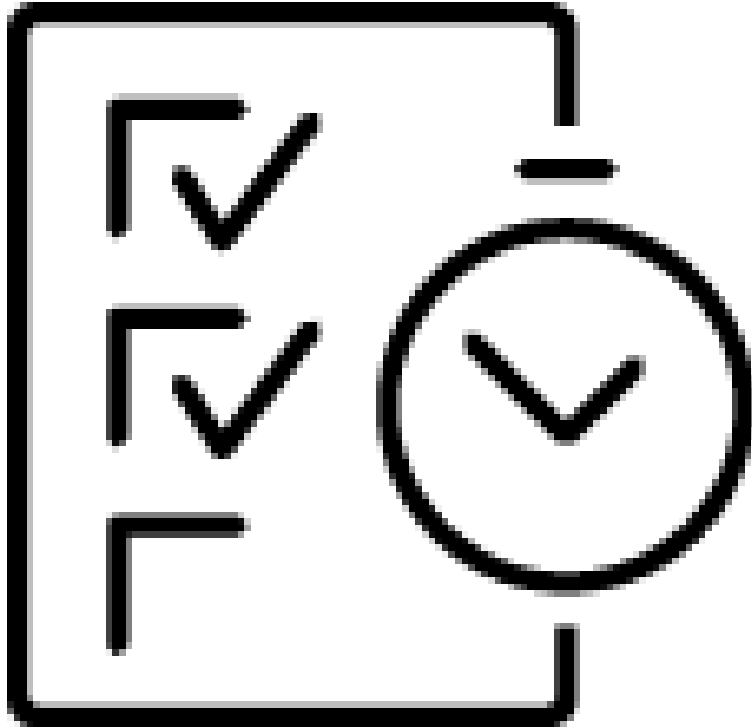


Transition Activities

- Programming
 - Worked with Merriam Community Center to host a few programs during Winter 2024
 - Summer Reading Program will be the kickoff for Programming at Merriam Plaza
- Custodial
 - Work with County Facilities to coordinate cleaning of new building



Branch Specific Activities

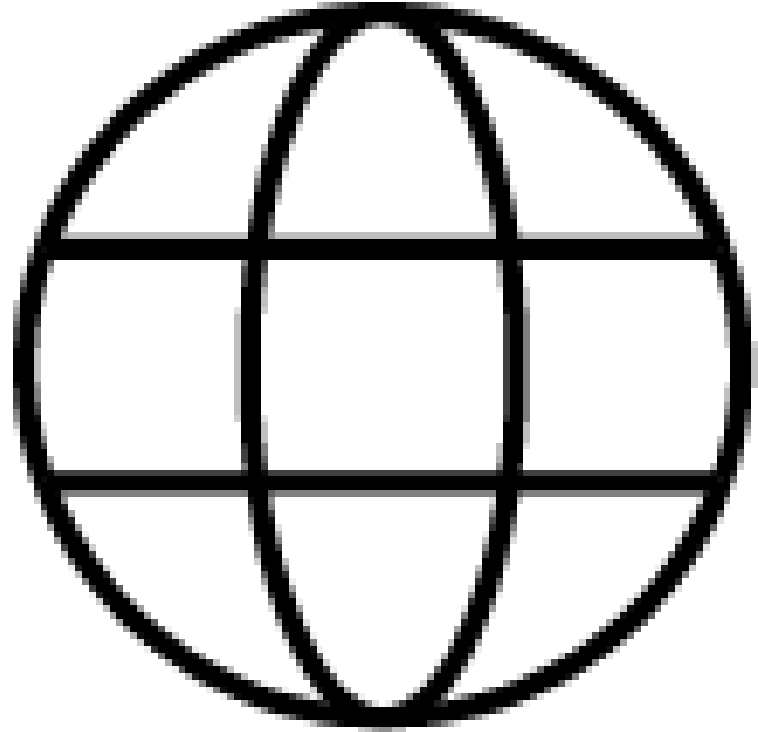


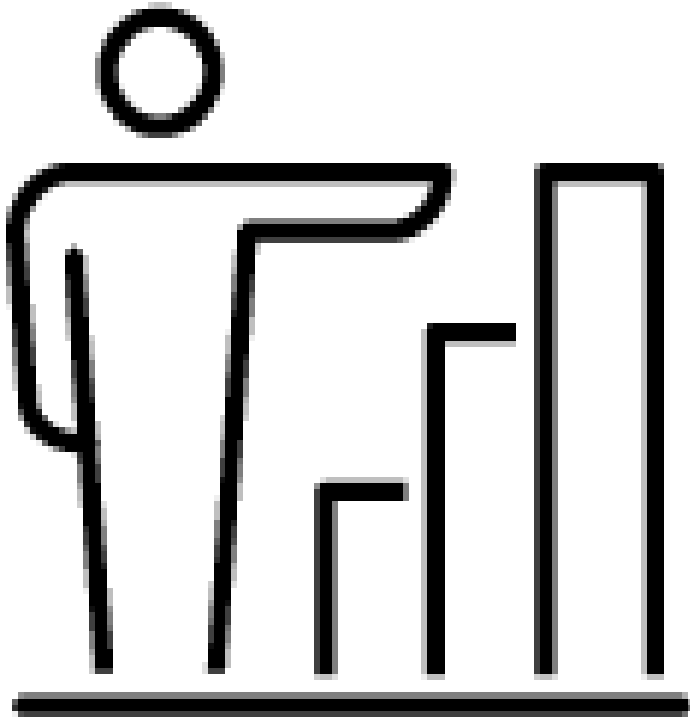
- Backroom layout
 - Setting up new space
- Supply inventory
 - Packing and preparing to move
- Updating procedures
 - Editing existing procedures to fit new space
- Shared workspace
 - Supply organization and storage



Systemwide Activities

- Updating Antioch (AN) naming convention to Merriam Plaza (MP)
 - LibCal
 - Answers/FAQ
- General systemwide programming pause until summer 2024





Training Activities

- Teambuilding
 - MP will add an additional 1.5 FTE to the Materials Handling team
- Building Security/Safety
- Drive Thru & Sorter
- Shared Staff Spaces
 - New space, new way of doing things

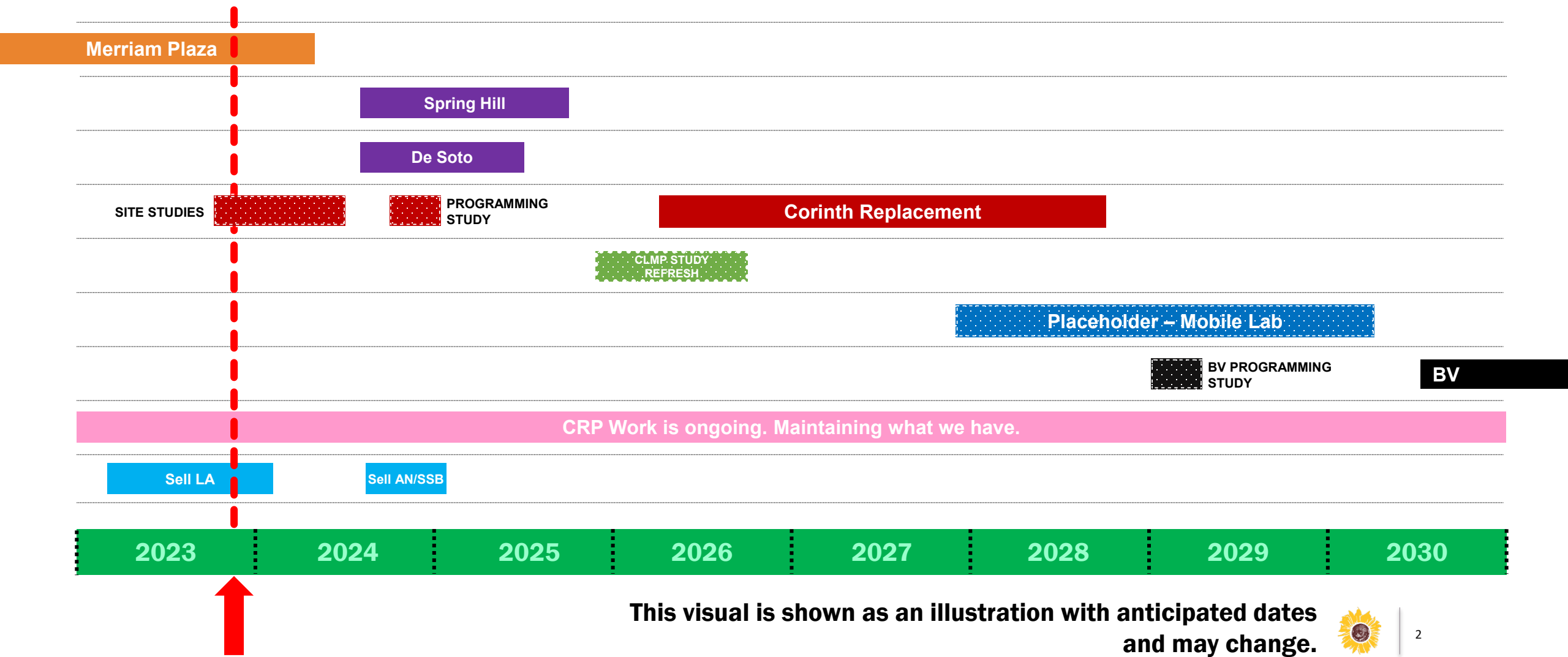


Capital Projects: Timeline Summary

November 2023



Capital Improvement Projects: Anticipated Timeline

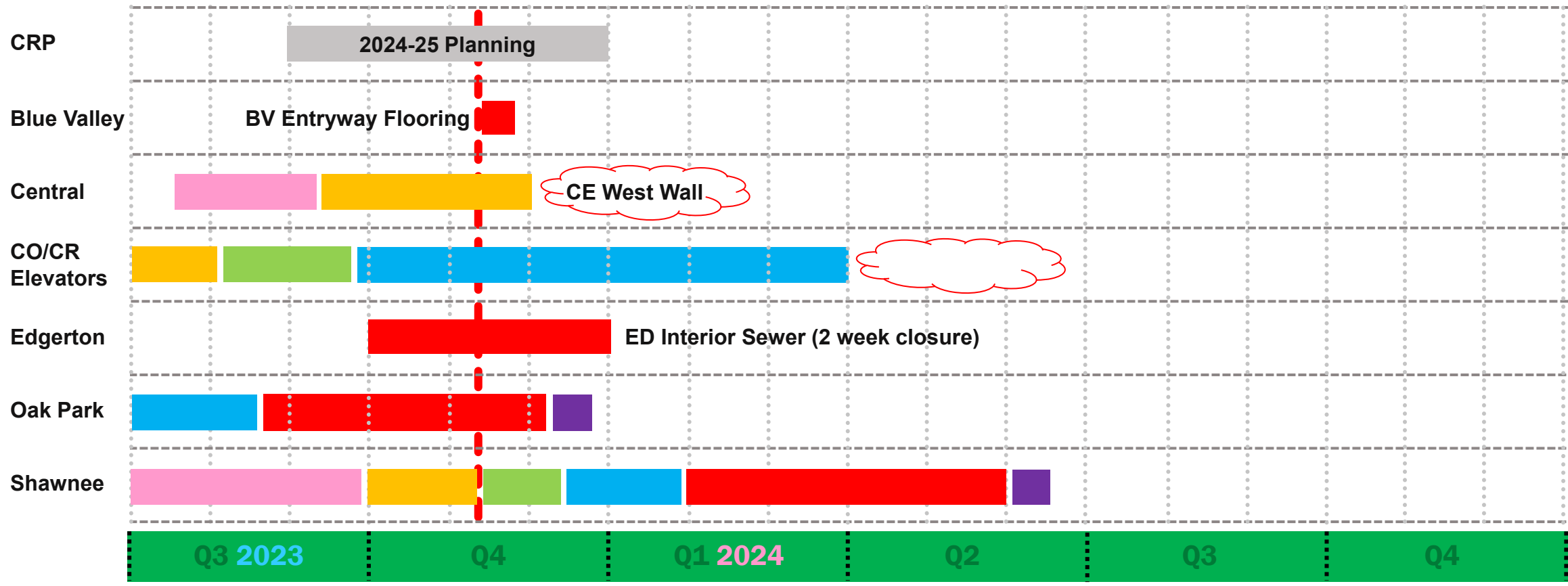


This visual is shown as an illustration with anticipated dates
and may change.



2023-24 CRP Anticipated Timeline

- Proposals / Design
- Bidding
- Contracts / Board Action
- Product / Material Submittals / Lead Time
- Building Closure
- FAC Activity / No Closure
- Substantial Completion / Move-in / Punch List Completion



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



MINUTES JOHNSON COUNTY LIBRARY BOARD

REGULAR MEETING

October 12, 2023
at Central Resource Library
4:00 p.m.

BOARD: Bethany Griffith, Kelly Kilgore (via zoom), David Sims, Anna Van Ophem, Charles McAllister, Mitra Templin, and Jeffrey Mendoza.

ABSENT: none.

BOARD ATTORNEY: Fred Logan and Andrew Logan.

BOCC: Commissioner Hanzlick was unable to attend the meeting.

STAFF: (All JCL, FAC staff) Tricia Suellentrop, Kinsley Riggs, Adam Wathen, Ben Sunds, David Vratny, Patti Kangethe, Joe Waters, Shelley O'Brien, Scott Sime, Shanta Dickerson, Joseph Keehn, Ted Clemens, Juan Lopez-Tamez, Kurt Remmenga, Brianna Cook, Meghan Luttrell, Gabriel Garcia, Calvin Larkins, and Jacqueline Smee.

PUBLIC:

Rudy Padilla, Charlotte O'Hara, Wendy North, and Nancy Moneymaker

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

CITIZENS COMMENTS:

There were Citizen Comments sent in prior to the meeting; these have been included in the October Board Report.

Rudy Padilla, Overland Park, spoke on his Mexican heritage and the Hispanic history of Kansas. He expressed concern and disappointment about the Johnson County Library not recognizing the past month as Hispanic Heritage month and inquired about the decision-making process behind that.

Commissioner Charlotte O'Hara, Overland Park, spoke against the Spring Hill refresh and suggested reallocating funds due to shifting population centers in the city. She also spoke against allocation of funds for renovations to the De Soto branch. Finally, she requested the proper protocol for how to request reconsideration of a book in the collection.

Board Chair Griffith thanked citizens for taking time to participate in the democratic process and being invested in the library system.

REMARKS FROM THE LIBRARY BOARD OF DIRECTORS:

Jeffrey Mendoza thanked Mr. Padilla for giving a citizen comment and thanked the library for displaying the notice of Hispanic heritage month. He agreed that the library can strive to do better.

Ms. Kilgore commended everyone for a job well done on Library Lets Loose and looking forward to hearing more about how successful it was.

Mr. Mendoza asked about the citizen comment and Board Chair Griffith confirmed it was made part of the records by being included in the public Board Report.

DEVELOPMENT DEPARTMENT REPORT

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

Ms. O'Brien discussed the success of "Library Lets Loose," mentioning a packed house with over 625 attendees. The event is projected to have raised over \$125,000, which is on par with the previous year, thanks to 80 volunteers and 19 local restaurants. Ms. O'Brien thanked the Development Department staff and announced plans for a similar event in 2024. Ms. O'Brien also mentioned positive feedback, particularly about the presence of elected officials and young people at the event. Additionally, the sponsor, Black & Veatch, increased their 2024 sponsorship by \$10,000.

COUNTY COMMISSIONER REPORT:

Commissioner Hanzlick sent apologies for not being able to attend.

BOARD COUNSEL REPORT

Mr. Fred Logan, Board co-counsel, reviewed the authority of the Board to determine parameters for citizen comments and ARM 20-10-55 Theft, Vandalism, and Destruction of Library Property.

First, Mr. Logan discussed the authority of the Board to determine the parameters for citizen comments, stating that it is a policy matter and not a legal issue. The Board has the discretion to set rules for citizen comments, and this topic will be discussed at the Board retreat.

Secondly, he talked about revisions to the Administration Regulation Manual (ARM), specifically dealing with theft, vandalism, and destruction of library property. The Board has the authority to set rules for behavior within the library, and the proposed regulation addresses these issues, making patrons responsible for damages or losses to library property. The library is not responsible for patron personal property. This falls within the Board's authority to establish guidelines and regulations.

Ms. Van Ophem asked why the Board is reviewing parameters for citizen comments. County Librarian Suellentrop explained that it's a matter of alignment and codifying the approach. There was also discussion about the Board's flexibility in handling citizen comments and whether a policy for citizen comments should be developed.

Mr. Mendoza asked about the process for changing the policy, whether it needs to be done in an open meeting.

Mr. Logan clarified that discussions, even during the Board retreat, fall under the Kansas Open Meetings Act and would be conducted in an open meeting. Any consensus or regulation-drafting would also follow the open meeting requirements.

COUNTY LIBRARIAN REPORT

Finance Report

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

At the end of August, we were 67% through the 2023 year, with a little over \$42.4 million being received, a little over 88% of the full \$48 million in anticipated revenues. Expenses, including our collection encumbrances and interfund transfer we have spent a little under \$31.5 million or roughly 65%, which is where we would expect to be at this time.

Statistics

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

Mr. Wathen reviewed the monthly statistical report based on the past five years as of August. Physical circulation and digital usage are following trends similar to 2022 and 2021. Visitation is above 2022 but still below pre-COVID numbers. He mentioned plans to report on how the library's trends compare with their peers after the New Year.

IT Trends

Michelle Beesley, Information Technology Manager, presented the IT Trends Report, this report is included in the October Board Report.

Ms. Beesley reported that public computers remain popular, and the number of public computer sessions declined in 2022 due to adjustments in the number of desktops based on use. There's a goal for sessions per desktop, and the number varies by branch. Some desktops were removed during replacement cycles at certain branches. Lending laptops have become more popular, and 12 were added at Central. Printing remains popular, and public service desks assist patrons with printing.

Mr. Mendoza asked about lending laptops and if that includes laptops you can take home. Ms. Beesley confirmed that laptop lending stations are for use within the library.

COMPREHENSIVE LIBRARY MASTER PLAN

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

Merriam Plaza Project

Mr. Sime reported the status of the Merriam Plaza Library project. Titan has begun interior painting, site work, and the exciting addition of plantings on the green roof, consisting of around 7,000 plants. In the next month, they are focusing on interior work, such as painting, cabinetry, and the installation of a raised access floor.

There is a transition team working through the move between the current building to the new building, the Board will be hearing from sub-groups in the coming months.

Mr. Sime reviewed the timeline for this project, with no changes in schedule or budget. His presentation concluded with photos showing the progress of the building, including the drive-through lane and the front porch area. Additionally, he mentioned the installation of drywall in the meeting room and showcased the green roof plantings.

Technology and Security

Cas Sickels, Programmer Analyst II, presented the Technology and Security Report, this report is

included in the October Board Report.

Cas Sickels discussed the Merriam Plaza physical security and technology project, highlighting the collaboration of various groups across the county, including library staff, facility partners, project managers, and security specialists. Their combined experience allows for efficient planning and a comprehensive understanding of project details. The project is divided into four major phases: project planning, purchasing, configuration and setup, installation, and technical readiness. These phases involve analyzing technical and security needs, equipment inventory, hardware purchase, network infrastructure setup, equipment integration, and system testing. The goal is to ensure technical readiness before the opening of Merriam Plaza.

The speaker also mentioned the additional resources that Merriam Plaza will offer, including catalog stations, computers, copiers, internet access, and digital screens. They emphasized the continuation of physical security measures, such as controlled access controls, key cards, cameras, and intrusion systems. Currently, the team is finalizing preliminary configurations and preparing for the installation of larger equipment in alignment with the building's construction schedule.

Overall Timeline

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

Mr. Sime reviewed the Capital Improvement Projects timeline, with only one change to the Merriam timeline. There is an RFP out for brokerage services for the sale of the Lackman building. Mr. Sime gave an update that Oak Park's work includes mechanical and electrical systems, restrooms, paving, and entrance enhancements for ADA improvements. The Central West Wall work is expected to come back next month.

CLMP Master Plan – History Context

Dave Vratny, Finance Director, and Scott Sime, Lead Project Coordinator, presented the CLMP Historical Context report to the Board, this report is included in the October Board Report.

Together Mr. Vratny and Mr. Sime reviewed the library's Comprehensive Master Plan, past projects, and funding. The library had a 15-16 year period with major projects including an expansion, remodel of the Central Resource Library, and a land purchase for a future Monticello library. The Comprehensive Library Master Plan (CLMP) focuses on the next 10-15 years, covering buildings, services, staffing, and more, involving public engagement. The plan was approved in 2015 with increased funding. Projects like Monticello, Lenexa, Blue Valley, and Central were approved and opened Monticello and Lenexa between 2018 and 2022. The library's mill levy increased by .175 to enable these projects. The current plan is to refreshing the comprehensive master plan in 2025, and continue the Capital Replacement Program (CRP).

Ms. Van Ophem asked if the refresh of the CLMP is to determine if we have the right plan moving forward and if that is starting next week with the retreat and budget planning. Mr. Vratny confirmed that the CLMP refresh will be a mid-point to determine if the library is heading in the right direction.

Lackman Building update –

Dave Vratny, Finance Director, gave an update on the RFP for Real Estate Broker. Currently there is a shortlist of three proposals and he is hoping conduct interviews in November and bring a recommendation to the Board in December.

County Librarian Suellentrop added that Charles and Kelly are on the committee for this RFP.

UPDATES – Tricia Suellentrop, County Librarian

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

2019-2023 Strategic Plan Update

Kinsley Riggs, Deputy County Librarian, presented an update on the 2019 – 2013 Strategic Plan, this report is included in the October Board Report.

Ms. Riggs reviewed how Johnson County Library aims to provide an inclusive and welcoming environment for learning and exploration. The summer was successful with various programs, including the MakerSpace going on the road. Outreach goals have been defined to connect their communities with resources. Staff also focuses on safety, mental health awareness, and community connections.

Ms. Riggs shared that staff strive to offer neutral spaces for all voices, as demonstrated by events like Library Lets Loose. The Development Department promotes libraries and community events. The Friends group plans to increase membership and advocacy. Branch managers work on building relationships in their municipalities.

Ms. Riggs reviewed efforts that are made to deliver services and materials based on patron preferences, with over 1.6 million items circulated this trimester. Adult book group kits are available for checkout and the materials handling team introduced new positions.

Ms. Riggs highlighted how we actively communicate with our community through guides, truck wraps, and YouTube content. The library encourages staff collaboration and efficiency in procedures, particularly concerning initiatives like Merriam Plaza construction, the sale of Lackman, staff reorganization, and systemwide inventory projects.

Board Retreat

County Librarian Suellentrop shared the Annual Library Board Retreat is scheduled for October 19th from noon to 4pm here at Central Resource Library. The main priorities for the meeting include discussing and prioritizing the next building projects and making a recommendation regarding citizen comments.

County Librarian Suellentrop welcomed the new employees with diverse skills and experiences, particularly in IT, library loan, technical services, security, and public services, making it one of the most diverse groups of staff positions she had seen.

Bookmark Contest Winners

Shelley O'Brien, Development Director, expressed her gratitude for the Friends of Libraries and volunteers who contribute to the high quality of the Johnson County Library. She encouraged everyone to thank them during the upcoming National Friends of Libraries week.

Shanta Dickerson, Friends of Johnson County Library Executive Director, announced the winners of the Friends of Johnson County Library 2023 Bookmark Design Contest. There were 14 winners in seven categories, ranging from preschool to adult, and this program is part of the celebration during National Friends of Libraries week. The contest celebrates creativity and literacy and is supported by generous Friend Members and donors.

County Librarian Suellentrop thanked the Friends of the Library for the longevity of their relationship with the library. The library was started by volunteers and community members. County Librarian Suellentrop also thanked Ms. O'Brien for the wonderful event, Library Lets Loose that was a fabulous success.

Board Chair Griffith thanked the Friends for the presentation and expressed her admiration for the bookmarks.

CONSENT AGENDA

I. Consent Agenda

A. Action Items:

1. Minutes of the September 14, 2023 Regular Library Board meeting
2. Consideration to reaffirm Administrative Regulation Manual (ARM) policies:
 - ARM 10-55-12 Gift Fund
 - ARM 10-55-12A Administration of Gift Fund
 - ARM 10-56-96 Gifts and Fundraising
 - ARM 10-56-97 Naming and Sponsorship Policy
 - ARM 20-10-30 Suspension, Denial or Restriction of Library Use; Appeal Procedures
 - ARM 20-10-90 Fee Schedule
 - ~~ARM 20-80-27 Study Room~~
 - ARM 30-20-30 Special Collections
 - ARM 30-20-50 Gifts
 - ARM 30-20-70 Works of Art and Artifacts
 - ARM 50-20-20 Compliance with ADA and Kansas Act Against Discrimination
 - ARM 50-20-50 Surplus Property; Conveyance of weeded materials to Friends of JCL

B. Information Items

1. Financial and Personnel

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

Ms. Templin asked that ARM 20-80-27 Study Room be pulled from consent for discussion in New Business.

Motion: Ms. Templin moved that the Library Board of Directors approve the consent agenda, after removing ARM 20-80-27 Study Room to discuss in New Business.

Mr. Mendoza asked for a correction to the minutes, to correct the spelling of his name.

Second: Mr. Mendoza seconded this motion.

Motion was approved unanimously.

II. Old Business

A. Action Item: Consideration of approval of the MOU with Facilities

Adam Wathen, Associate Director for Branch Services, presented the MOU with Facilities briefing sheet, as included in the October Library Board Report. Mr. Wathen answered a question regarding energy usages at Corinth and after an investment around \$77,000 in the fall of 2022 energy usage for the library appears to be decreasing. A similar question arose regarding the Antioch Library and while an energy audit has not been conducted on the Antioch Library, it is expected to be in the top ten percent of energy-efficient libraries after the Merriam Library project is completed.

Ms. Van Ophem asked about risk of moving to a three-year agreement with Facilities. Mr. Wathen explained that typically MOUs are evaluated annually with facilities work we have to plan further out to be able to plan and produce labor. A Service Level Agreement will be evaluated regularly, so changes to how we practice together will be made as frequently as quarterly. Ultimately Mr. Wathen saw little risk in moving to a multi-year agreement and saw more benefit in this shift.

County Librarian Suellentrop clarified that the MOU could be terminated by either party in 90 days if there is a need.

Motion: Ms. Van Ophem moved that the Johnson County Library Board of Directors approves the Memorandum of Understanding between Johnson County Library and Johnson County Facilities for the years 2024, 2025, and 2026.

Second: Ms. Templin seconded this motion.

Motion was approved unanimously.

III. New Business

A. Action Item: Consideration of approving work with a vendor to retrofit Leawood lighting.

Scott Sime and Megan Clark, Project Coordinators, presented the Leadwood lighting retrofit briefing sheet, as included in the October Library Board Report.

Ms. Van Ophem asked if this cost was expected and budgeted for.

Mr. Sime shared this is a planned expense and is part of the Facilities budget.

Motion: Mr. McAllister moved to authorize a contract with Control Service Company as a sole source exception to competition for upgrades to the Building Automation System (BAS) and Lighting Controls at Leawood library in an amount not to exceed \$153,728 per County Purchasing Policy and Procedure #110.180.A.4.

Second: Mr. Sims seconded this motion.

Motion was approved unanimously.

B. Information Item: Consider approving the permanent closure of the Antioch Library in preparation for opening its replacement, the Merriam Plaza Library.

Scott Sime, Lead Project Coordinators, presented the closure of the Antioch Library briefing sheet, as included in the October Library Board Report.

Mr. Mendoza asked for staff to consider limiting time that the area is without library service.

C. Pulled ARM 20-80-27 Study Rooms from Consent:

Ms. Templin expressed concern about the reference to Solicitation. She asked if solicitation is allowed anywhere in the library; if it is that is fine, if it is not then why is it being singled out in meeting and study rooms and not addressed overall in the entire library.

Mr. Wathen explained there have been instances where solicitation or sale of goods has been allowed and it could be worth looking at if there is a need for a stand-alone policy to address that.

Ms. Templin expressed support for “solicitation in the library is prohibited” with an exception for what make sense; it does not need to be addressed in ARM 20-80-27.

Staff noted that they will bring back revisions to ARM 20-80-27 to a future Board Meeting for Library Board consideration.

Ms. Kilgore left the meeting on Zoom at 5:08pm.

D. Information Item: Consideration to approve revisions to Administrative Regulation Manual (ARM) policies;

- ARM 10-50-40 Code of Ethics for Library Board
- ARM 10-30-20 Code of Ethics for Library Personnel
- ARM 20-10-11 Holiday Closings
- ARM 20-10-55 Theft, Vandalism, and Destruction of library Property
- ARM 20-20-55 Materials Not Returned
- ARM 20-20-65 Services to Staff and Volunteers – Repeal
- ARM 20-80-20 Public Forum and Non-Public Forum and Display Spaces
 - ARM 20-30-65 Information Services – Repeal due to incorporation into 20-80-20
 - ARM 20-80-21 Facility Usage – Repeal due to incorporation into 20-80-20
 - ARM 20-80-22 Displays and Exhibitions- Public Forum – Repeal due to incorporation into 20-80-20
- ARM 60-10-50 Smoking Prohibition
- ARM 60-20-50 Vehicles

Adam Wathen, Associate Director for Branch Services, presented the revisions to ARM policies briefing sheet, as included in the October Library Board Report.

Mr. Sims asked about the public forum and wanted to clarify that the library does not determine what the public speaks about or hands out.

Mr. Wathen shared that we do not limit nor direct the public within those petitioning zones, as long as it is not disruptive to the library service lines.

Ms. Templin asked about the public forum and how bulletin boards play into that space.

Mr. Wathen shared that we do have community information boards, staff curate and control the information that is included on those bulletin boards. Public can bring information that they would like to have on those boards and the branches determine whether or not it is appropriate and determine the cycle that information stays up for.

County Librarian Suellentrop thanked the Deputy County Librarian and library staff for their assistance at the August Board Meeting so that she could be away, their support was much appreciated.

ADJOURNMENT

Motion: Mr. Mendoza moved to adjourn the meeting.

Second: Ms. Templin seconded this motion.

Motion approved unanimously.

Meeting adjourned at 5:12 p.m.

SECRETARY _____
Kelly Kilgore

CHAIR _____
Bethany Griffith

SIGNED _____
Tricia Suellentrop, County Librarian

MINUTES JOHNSON COUNTY LIBRARY BOARD RETREAT

October 19, 2022

at Central Resource Library

Noon to 4:00 p.m.

BOARD: David Sims, Kelly Kilgore, Mitra Templin, Bethany Griffith, Jeffrey Mendoza, Charles McAllister, and Ann Van Ophem.

STAFF: Tricia Suellentrop, Kinsley Riggs, Jennifer Mahnken, Ben Sunds, Adam Wathen, David Vratny, Shelley O'Brien, Scott Sime, Megan Clark, Juan Lopez-Tamez, Elissa Andre, and Patti Kangethe.

Board Chair Bethany Griffith called the meeting to order at Noon.

Review the Comprehensive Library Master Plan

Dave Vratny, Finance Director, presented the Comprehensive Library Master Plan (CLMP) history to the Board, this information is included in the 2023 Board Retreat Report.

Mr. Vratny reviewed the history of the CLMP and the path to our current state. He reviewed the current 5-year Capital Improvement Plan (CIP) 2024-2028. The CIP is approved on a yearly basis for the CLMP, upcoming the 2025-2029 CIP plan for approval at the beginning of 2024.

Currently the CLMP refresh is planned to take place in 2025 and De Soto and Spring Hill renovations have been approved for the 2024.

Board Chair Griffith asked to clarify if the Prairie Village Study is to determine if the community wants this or if the space is appropriate for a future building.

Mr. Vratny shared that this phase is a feasibility study to determine if the board wants to move the branch there.

County Librarian Suellentrop further explained that the current study with Prairie Village is a site study to determine if a co-location would be best and once the study is complete the report of those findings will come back to the board for final approval.

Board Chair Griffith asked if this is a geographic study.

County Librarian Suellentrop confirmed it is a geographic and explained that the study will look to ensure that the library would be able to include priority functions that are important such as drive thru and drop off.

Board Chair Griffith asked for clarification that we are paying experts to design and complete this study.

County Librarian Suellentrop shared that we will be working with an architect along with the City and the YMCA. The City may want the architect to work more on the design of what the

Community Center has in it. The library may want our own architects and experts to do additional work on our chosen site.

County Librarian Suellentrop gave context on how we came to the CLMP, who was involved and how we understood the needs of the community and how we know it is time for a refresh, as significant parts of our community have changed. There is an opportunity to ask for additional funding if the board is interested in seeking that. We worked in line with Parks in the past and Parks are about 9 months ahead of the library currently. County Librarian Suellentrop reviewed what projects were funded through the .75 mill levy increase in 2016 and what projects were not funded through the CLMP. CRP work at those locations is still occurring, but more major renovations are not taking place currently.

County Librarian Suellentrop shared staff recommendation to move the CLMP refresh up to inform all other projects, while prioritizing Corinth due to that project being started and that area of the community not having significant changes in their needs.

Mr. Sime shared clarification on the studies that will need to be conducted for the Prairie Village project, similar to the Monticello building project; a joint site study to test fit if a new library can fit on a co-located site, a comparison study will be done to determine if the current site could be reutilized for a new library or if a new co-located site would be better, and then there is a programming study to determine what features and attributes should be part of the new library.

There was clarification that the joint site study is being conducted with the City of Prairie Village and the YMCA, with shared costs. Costs for that study to the library will be no more than \$50,000. The studies referenced are conducted with consultants that we contract with, often using term and supply vendors.

Mr. Mendoza asked if the cost of the next two studies is known. Staff expressed those costs are not known currently and that they can come back with what we have paid for in the past.

Mr. Mendoza asked if we have worked with the company that we worked with to conduct the CLMP study.

County Librarian Suellentrop shared that the CLMP study was conducted by Group 4 and as a part of that project it was noted that the contractor would not be eligible to work on any individual building projects. Being the consultant on the CLMP study would give them an unfair advantage and we wanted to avoid that, so we have not worked with them since that study.

County Librarian Suellentrop reviewed De Soto and Spring Hill, and that there are land opportunities that have been discussed in both areas, neither have definite plans yet. There may be sites that developers are interested in giving or co-locating on, and they are not ready to move forward with that currently.

County Librarian Suellentrop reviewed the status of the De Soto and Spring Hill buildings.

Ms. Templin asked about expanded patron access and the extent of renovation on De Soto and Spring Hill.

County Librarian Suellentrop reviewed that both buildings would have HVAC, roofing work, and added study spaces. Expanded patron access would allow those buildings to extend the hours without additional staffing hours.

Ms. Templin asked specifically about De Soto renovations and when updates were last done to that building.

Mr. Lopez-Tamez shared that De Soto received new HVAC equipment and roofing repair in the last year or two. The roof was repaired because replacement was going to be significantly more expensive.

Ms. Templin shared that she has seen De Soto residents gathering outside the library building, and she assumes they are using the WIFI outside operating hours.

County Librarian Suellentrop shared that the library hears stories about families and patrons using WIFI around branches often and expanded patron access could allow those patrons more services.

Mr. Adam Wathen shared that there are logistics that need to be built into those buildings to accommodate expanded patron access.

County Librarian Suellentrop reviewed mobile learning lab, explaining that this is not a building, and it will take as much research and planning as a building would.

Ms. Kilgore asked if the updated CLMP would include a mobile learning unit and County Librarian Suellentrop confirmed that is the plan currently.

Mr. Mendoza asked if a mobile learning unit would partner with school districts.

County Librarian Suellentrop shared that schools are a research category to determine where the need is to connect and reach out in our community.

There was discussion that the cost of a mobile learning unit would take additional research to define.

Ms. Templin voiced support for bringing patrons back to the library in lieu of taking the library out to the community.

County Librarian Suellentrop reviewed what projects are funded and unfunded by the current CLMP funding. She briefly reviewed that Blue Valley was initially planned as two (2) sites and the board at the time determined that one location fit the need best.

Board Chair Griffith voiced support for doing a refresh of the CLMP to get feedback from the City of Overland Park on the Blue Valley sites and whether they would prefer we move forward with one or two branches in that part of the county.

Mr. Sims shared support for Corinth proceeding without being part of the updated CLMP study.

Ms. Templin agreed that Corinth has issues that need to be addressed and is too small for that community.

Mr. Lopez-Tamez clarified that the current CLMP showed a Corinth replacement with a similar square footage as the current building. There was discussion that the entire site is not ideal and may not be large enough for parking.

Ms. Kilgore shared concern that De Soto and Spring Hill need a lot of things to improve patron satisfaction and asked if updating the CLMP would delay what we can do for them.

County Librarian Suellentrop shared that the timeline is partially unknown, there is a path of updating the CRP items.

Ms. Templin expressed that we do not know De Soto and Spring Hill will grow and if or when we might get land in those communities, and she voiced her support for a need for renovations.

County Librarian Suellentrop said we know there is growth in both of those areas. The cities will tell us the growth is happening now, there are other data points to look at like school districts and sewers. The goal of the CLMP was .6 per capita. She described the triggers in building houses or developments that move us to change the CLMP.

Mr. Sims asked if the library should spend \$2M or \$4M on something we will ultimately replace. He started to speculate on timelining out projects.

Ms. Templin expressed that she is against the idea that De Soto and Spring Hill being ok for another 7-10 years.

Board Chair Griffith remembered that the Monticello building project was aggressive and that took approximately 7 years. She shared that there are some parts of the library system that are not decade-proof. She asked for feedback from others around the idea to pause and let the community and developers align while moving forward with CLMP refresh.

Mr. McAllister expressed that when a community grows a library is an important consideration.

Ms. Templin expressed her support that both De Soto and Spring Hill communities have a need. She shared the concern that if the board waits this year, then will they wait again next year as well.

Mr. Mendoza voiced support for a CLMP refresh to give a forecast from a third party for 10 to 15 years out.

Ms. Templin voiced support for previous priority order; De Soto & Spring Hill, Corinth, then CLMP Refresh.

Ms. Van Ophem asked what would happen in the next year to allow us to make more decisions next year.

County Librarian Suellentrop explained that an updated CLMP Refresh would include focus groups, feedback from Mayors, School Districts and more throughout the county to see what the county is planning for growth.

Mr. McAllister asked about the cost increase of delaying the De Soto and Spring Hill renovations.

Mr. Vratny shared that currently construction inflation is at about 7-8%. Mr. Lopez-Tamez shared that those building projects costs are currently projected out to 2024-2025.

Board Chair Griffith shared that initially the De Soto and Spring Hill renovations started as the Rural Renewal Initiative and a public input study was conducted in March of 2021. There have been some changes with the addition of the Panasonic plant and growth in Spring Hill.

There was discussion regarding the length of time it would take to complete an updated CLMP Refresh, concluded that it would take approximately 9-12 months to complete.

Mr. Sims asked about the survey results and if they could be reviewed. Mr. Sims reviewed survey results that were reviewed in August of 2022, of approximately 350 community members the top priorities were the following for each building:

De Soto – Study Spaces / Collaborative Patron Spaces, Security / Service Desk, Public PCs, 6 by 6 / Storytime Space, Collection

Spring Hill - Study Spaces / Collaborative Patron Spaces, Security / Service Desk, Public PCs, 6 by 6 / Storytime Space, Collection, Meeting Room / Study Rooms.

Mr. Sims asked if there was a way to do a lighter renovation.

Board Chair Griffith shared her support for the renovations as proposed at De Soto and Spring Hill.

Kilgore asked when CLMP is planned. Currently the CLMP Refresh is planned for 2025.

Ms. Templin asked for the estimated cost for a new 20,000 square foot building. Approximate estimate would be around \$20 million dollars.

Mr. McAllister shared that he knows of other developments and annexations occurring in De Soto beside the Panasonic plant.

Ms. Templin shared support for the CLMP Refresh to learn more about the needs of that community and supported updating the library there while planning through that.

Board Chair Griffith asked if it's possible to do projects concurrently.

County Librarian Suellentrop shared that when we do that the library does not get a chance to think critically and learn from those experiences. Also, staff are so focused they cannot do anything else.

There was clarification around what would be requested to be done concurrently and there was desire to do the CLMP Refresh and Corinth at the same time.

Mr. Lopez-Tamez provided costs to maintain De Soto and Spring Hill until 2030, for about \$1 million each, for the board to consider.

Mr. McAllister shared his experience that it is not out of ordinary to do the study and be building at the same time. He expressed support for moving forward with De Soto and Spring Hill Renovations then the CLMP Refresh.

Ms. Templin expressed concern that maintaining those De Soto and Spring Hill is not serving those communities.

Mr. Sims clarified that the library is looking to spend about \$4 million to renovation those buildings if we will spend about \$2 million to maintain them either way.

There was discussion regarding timeline, concerning overlapping projects.

There was discussion highlighting that we want to be concerned with City input.

County Librarian Suellentrop shared that Spring Hill City has vision for co-location for the City and judicial center that potentially could include a library.

Mr. Sime refocused the conversation on prioritization and away from timelining.

Ms. Kilgore asked if the City of Spring Hill has voiced support for the renovation. County Librarian Suellentrop confirmed that the City of Spring Hill has given support for both the renovation and a potential co-location, should it become available.

Board Chair Griffith reminded attendees that the library can afford to do both, and the goal is to ultimately get these communities to be 21st century communities. She expressed support for moving forward with Corinth first.

Mr. Sims expressed support to keep the priorities as they were.

Ms. Templin and Board Chair Griffith discussed that if there is a need to pivot based on a City's needs or developments then the library will do that.

Board Chair Griffith asked if #4. Mobile Lab and #5. Blue Valley was necessary after CLMP Refresh, as their order would be determined after the CLMP Refresh. She also asked for a CLMP Refresh acceleration to be added.

Staff noted the following priority for the Board to take action on at the November Board meeting, with general consensus from the group.

1. De Soto & Spring Hill Renovation (approx. \$6 million)
2. Corinth
3. CLMP Refresh to inform future projects (including Mobile & Blue Valley)

Citizen Comments

Kinsley Riggs, Deputy County Librarian, presented the Citizen Comment report, this information is included in the Board Retreat Report.

Ms. Riggs reviewed library policy, historic context, practices of surrounding boards and options for the board to discuss. Total time to speak average was 30 minutes, and individual time was an average of about 2.5 minutes. Ms. Riggs reviewed the options before the board.

Ms. Kilgore asked if the board should be answering questions at the time of public comment.

There was discussion regarding library board members engaging citizens during or after their comments. There is nothing to prohibit library board members from engaging with citizens.

Mr. Sims expressed support for a statement to be shared at the beginning of citizen comments that would clarify how the library would respond.

Ms. Van Ophem expressed concern that written comments could also need a response.

Board Chair Griffith expressed support for the role of the board to be to thank citizens for their comments and flag comments for staff if they feel there is need for further response.

Mr. Mendoza expressed support for a standard disclaimer to be added. He also asked for consideration for written comments to be read out loud. He offered a suggestion for disclaimer to be included on the sign-up sheet: *"Address is required if requesting a written response. City is necessary to ensure Johnson County resident"*.

There was discussion regarding reading written comments and the length of time that the board would like to spend on comments. The time to read comments could be quite long as there is no limit on the length of a written comment. Currently written comments are included the packet so that they are part of the record. There was overwhelming agreement to continue that practice.

Mr. Mendoza asked if more than 15 people come to a meeting to speak then is it just the first 15 people that are allowed to speak.

Ms. Templin shared that some cities limit comments to topics that are not on the current agenda.

Mr. Mendoza shared support for making comments open and as easy for citizens as possible.

Ms. Templin and Mr. Mendoza shared support for time limits on citizen comments.

Board Chair Griffith expressed disapproval for limits and concerns for the potential for chaos.

Ms. Templin and Ms. Kilgore shared support for guidelines in writing for consistency and proposed incorporation into a policy (ARM) that can be reviewed yearly. Mr. Sims and Mr. Mendoza supported incorporating guidelines into a policy.

Ms. Van Ophem asked if the library allows citizen comments over Zoom. Ms. Van Ophem voiced concern that if we have another shutdown situation, we need to look at virtual option.

There was discussion that zoom comments were allowed some time ago and that is not currently the practice.

Ms. Riggs asked for confirmation from the group; of a 2-minute limit per citizen, 30-minute total, with a sign up the day of clear language on the website and ask for City from the citizen, and asked for address if they are requesting a reply.

There was discussion regarding the time limit per citizen. Initially Ms. Templin, Ms. Van Ophem, and Mr. Sims supported 3 minutes. Mr. Mendoza and Ms. Kilgore supported 2 minutes. Ultimately 2 minutes aligned with Board of County Commissioners and was agreeable to the Library Board members.

There was discussion and consensus that disclaimer language should be included on the signup sheet that includes Citizens will have 2 minutes to speak. The board may or may not respond at the time of comments. Please state name and city, if you want a response, please leave your address on the signup sheet.

County Librarian Suellentrop asked whether the board wants to allow all citizens to comment or only Johnson County residents to comment. There was discussion confirming that all citizens should be allowed to comment, the request for a city is informational for the board and not required.

There was agreement to move forward with an update to an ARM to make it clear for Board Chairs how to handle citizen comments moving forward. Staff will revise and bring that back to the board for consideration in December or January.

Ms. Templin asked Legal Counsel when the best timing is for a board member to respond to a citizen comment, if they want to do so.

Mr. Fred Logan, Legal Counsel, shared that it is good board practice to talk to that person at the time of their comment. If a back and forth carries on the Board Chair can move things along.

There was discussion that this topic of responding to citizen comments can be added to Board Member Orientation.

Excused vs. Unexcused

County Librarian Suellentrop presented the Excused vs. Unexcused report, this information is included in the Board Retreat Report.

County Librarian Suellentrop reviewed the policy that includes unexcused absences, reviewed the practice of surrounding jurisdictions and the options for the board.

Ms. Templin shared that it is a privilege to be appointed to the Library board. She expressed support for not having any differentiation between unexcused and excused absences.

Mr. Mendoza discussed his personal experiences, of missing 3 consecutive meetings and being unable to join virtually. He went on to clarify that abandonment has happened with past members and that is what the policy should be looking to address. He highlighted that the policy has a distinction between excused and unexcused and that ultimately there must be a mechanism to have enough board members present at a meeting to have a quorum. Mr. Mendoza asked if the board has the authority to take a director off the board.

Mr. Fred Logan shared that the Library Board is a governing board of a separate taxing district. Members of the board are appointed by the BOCC. If the board would move to force someone to resign then the Board chair would have a conversation with that board member, then they would reach out to the BOCC. The policy needs to be balanced; it is not about removal of directors.

Ms. Templin asked for context around a past example. County Librarian Suellentrop shared more detail, that director was contacted and worked with regarding attendance, and ultimately the director resigned, and the chair reached out to the BOCC for a reappointment.

Mr. Logan clarified that a formal reappointment is made by the BOCC. The Johnson County Library Board Chair can reach out to a director and should if they have missed two or more meetings.

Ms. Templin shared support for following Mid-Continent's practice. Mr. Sims shared support for that as well.

Mr. Mendoza shared support for current practice and adding more definition to the excused or unexcused absences.

Mr. Sims expressed that no matter the reason for an absence it means that a library board member is not able to attend and participate.

Mr. McAllister expressed it is a privilege and he feels everyone needs to be responsible.

Board Chair Griffith supports giving more definition to excused and unexcused, as that may not be the best verbiage. She believes this distinction should be included in the ARM to be able to hold each other accountable.

Mr. McAllister shared that he feels it is important that someone conveys their need to be absent prior to the meeting.

Ms. Templin shared that if there are conflicts in a board member's life that make you unable to attend 4 times in a row and 6 times in a year then it is a cause to go to the board member for discussion, not immediately to the BOCC. Individual reasons may be very admirable, and it remains that board members are needed to attend.

Mr. Mendoza ask if this is an attempt to legislate for people who are not attending because they are no longer interested.

Ms. Templin expressed that for her it is more important to ensure board members attend 6 meetings a year.

Mr. Mendoza expressed he felt it is built into the responsibility of board chair to have a conversation with directors about absences. If it is put into policy, then 6 meetings will draw a line in the sand and does not allow for interaction before then.

Mr. McAllister supported defining excused and unexcused within the policy for clarification.

Board Chair Griffith and Ms. Templin discussed that the process should follow the Board Chair and County Librarian having a discussion with the director, not putting in place a policy that goes directly to the BOCC when an absence issue occurs.

Mr. Mendoza asked about Resolution No. 106-81 and stated that it references a part of the ARM. Staff acknowledged that they would find that and present it to the board.

Ms. Van Ophem also felt excused and unexcused is very vague. She supports the maximum amount of consecutive that is tolerable and would like to have communication before an absence either way.

There was discussion to update an ARM to incorporate or get closer to “Resignation if: Fail to attend 4 consecutive or 6 meetings within a year” and it was supported by Ms. Kilgore, Mr. McAllister, Ms. Templin, Mr. Sims, and Board Chair Griffith.

Mr. Mendoza supported leaving the policy as it is currently.

Mr. Fred Logan shared that it is still good practice for the chair to reach out to the director if they miss 2 or more meetings.

Mr. Mendoza expressed his concern that an update to the policy would make it take longer to get someone new appointed to a director position.

Board Chair Griffith gave more context regarding past experiences. Ms. Kilgore expressed that the Board Chair can reach out to another director at any time. Mr. Mendoza disagreed with that and expressed concern that a Board Chair would not be able to reach out earlier if the policy changes.

Staff will work on an update to policy for Board review in December or January.

Urgent versus Planned versus Emergency Closures

Adam Wathen, Assistant Director of Branch Services, presented the Urgent versus Planned versus Emergency Closures report, this information is included in the Board Retreat Report.

Mr. Wathen reviewed the policy that includes closures, reviewed differences between closures and the options for the board.

Board Chair Griffith recapped what Mr. Wathen shared, that if something is going to be a 6-week closure then it needs to come to the board, yet if the power goes out then a building needs to open when it comes back on. The topic before the board is to determine the gap that can go the County Librarian. She questioned if it should be a limit of 5-day closure or if it should be based on the significance of the closure.

There was discussion from Ms. Kilgore and Mr. Mendoza regarding if there is a need for this other category of closure. There was support for if there is a safety concern then it should be a supported closure.

Mr. Wathen shared that emergency closure is keeping patrons out of the space and urgent is often to fix for the band-aid that was put on during an emergency closure.

Board Chair Griffith asked for examples and Mr. Wathen shared when we have had a contractor ready to go and due to waiting for board approval the work had to be delayed up to 10 weeks.

There was more discussion and clarification that if the environment is unsafe that would call for an emergency closure. There was a clarification that any expenditure for \$100,000 or more will come to the board for approval. There was discussion regarding typical need for this type of closure and 3 to 5 days was determined average.

Board Chair Griffith asked for Consensus. Mr. McAllister shared support for staff to determine the best path forward. Ms. Kilgore shared support for 3 to 5 days. Mr. Mendoza supports 3 days and shared his trust for staff, as well as his concern to maintain the powers of the board. Ms. Van Ophem supports 3 days or less.

Staff will work on an update to policy to include around 3 days and bring it back for Board review in December or January.

Other Items

Ms. Templin asked how Library Board Retreat topics were determined.

County Librarian Suellentrop reviewed each topic, some were internal, and some came from board member requests.

Ms. Kilgore reminded everyone that there was a call for topics at past board meetings.

Board Chair Griffith shared that the chair guides the agenda based on Administration and the rest of board, in absence of feedback.

County Librarian Suellentrop thanked the board for all their dedication, as well as Staff.

Board Chair Bethany Griffith adjourned the meeting at 4:00pm.

To: Johnson County Library Board of Directors
From: Tricia Suellentrop, County Librarian
Date: November 9, 2023
Re: Annual renewal of Memoranda of Understanding (MOUs)

Issue: The Johnson County Library Board of Directors annually reviews memoranda of understanding the Library holds with partner organizations.

Background:

The purpose of memoranda of understanding is to clearly define how the Library and partner organizations will work together to provide programs and services.

Analysis:

The MOUs included in the consent agenda represent successful agreements that have been in place for multiple years. No significant changes to the intent have been made to the following MOUs renewing for 2023:

- AARP
- American Public Square
- Catholic Charities of Northeast Kansas
- Johnson County Corrections
- De Soto Parents as Teachers
- Growing Futures
- Hammerspace
- N-Circle
- Oak Park Community Garden.

Alternatives:

The Library Board of Directors can request to remove an MOU from the consent agenda for further discussion.

Attachment(s): MOUs between Johnson County Library and the listed partner organizations

Memorandum of Understanding (MOU) between the Johnson County Library and AARP Kansas Tax-Aide

This MOU is intended to document the relationship between the Johnson County Library and AARP Kansas Tax-Aide.

Tax Year 2023 (February 1 – April 15, 2024)

Training:

- Johnson County Library (JCL) will provide meeting space for the training of AARP Kansas Tax-Aide (AARP) volunteers in the Antioch Large Meeting Room, the Central Logan Room, and the Oak Park Large Meeting Room. This training will take place primarily in December of 2023 and January of 2024.

Tax Preparation:

- Johnson County Library will provide one room, the Small Meeting Room (capacity of 20), at the Oak Park Library (9500 Bluejacket St, Overland Park). The room will be used exclusively by the AARP volunteers from January 30, 2024 until April 16, 2024.
- JCL will furnish an internet connection, wire or wireless, to which an AARP router can be connected.
- AARP will provide services by appointment normally but may allow a limited number of walk-ins at the Oak Park Library.
- AARP will provide all the hardware and software needed to prepare taxes.
- AARP will provide all the safety and personal protective equipment (e.g. masks, hand sanitizer and anti-bacterial wipes) required by AARP to keep the volunteers and clients safe.
- JCL will provide key card access for volunteers to the Oak Park Library, as well as tables and chairs.

Communication:

- AARP will provide content on tax tips and FAQs to JCL for inclusion on library website.
- JCL will print the handout of the tax preparations sites (content provided by AARP).
- JCL will promote the service on its website.
- JCL staff will make appointments for and/or direct patrons to the AARP website and phone line to make appointments.

End of Year Celebration:

- If AARP Kansas Tax-Aide decides to hold a celebration at the end of the tax season, JCL will provide the Central Resource Carmack Community Room with chairs and tables to hold the AARP celebration on April 30, from 12:00 – 5:00 pm. JCL staff will reserve the room and set up the A-V technology. AARP will provide any laptop needed, treats and consumables used for the event.

William (Bill) Kelm, District 27 Coordinator
AARP Kansas Tax Aide Representative
Bkelm61@gmail.com

Tricia Suellentrop, County Librarian
Johnson County Library

Date

Date

**Memorandum of Understanding
Between American Public Square at Jewell and Johnson County Library**

Effective Date: January 1, 2024 - December 31, 2024

This Memorandum of Understanding (MOU) establishes a collaborative partnership between American Public Square at Jewell and Johnson County Library.

I. MISSION

American Public Square at Jewell (“APS”), with offices at 300 E. 39th Street, Kansas City, Missouri 64111, whose mission is to convene non-like-minded people to improve the tone and quality of civil discourse to find paths toward actionable common ground, and Johnson County Library (the “Library”), with its main offices at 9875 W 87th Street, Overland Park, Kansas 66212, whose mission is to provide access to ideas, information, experiences and materials that support and enrich people's lives, (individually, a “Party;” together, the “Parties”) commit to a collaborative partnership

Together, the Parties enter into this MOU to mutually promote their organizations, their audiences, and the Greater Kansas City Metropolitan community.

II. PURPOSE AND SCOPE

As the Kansas City Metropolitan area is rich with a seeming unlimited number of media outlets, community organizations, academic institutions, government agencies, and others seeking to bring people together while bringing powerful change to our city, there is some downside as many of these entities are serving the same purpose and, with limited funds available to support all of these efforts, the overlap and duplication of effort is costing KC more than it can bear in the long run.

Together, APS and the Library are well-situated to and convene the community to address the issues of the day while simultaneously achieving each Party’s individual objectives.

The beneficiaries of this effort include the Greater Kansas City Metropolitan community, regional funders, and prospective collaboration partners as, if successful, it will drive collaboration, more efficient use of funds, and more resources for the community.

III. RESPONSIBILITIES

Each party will appoint one representative to serve as the official contact person who will coordinate the activities necessary to carry out this MOU. The initial appointees are:

For APS:

Alana Muller
Community Development Director
(913) 481-3566
Alana@AmericanPublicSquare.org

For the Library:

Ashley Fick
Civic Engagement Librarian
(913) 826-4407
ficka@jocolibrary.org

The organizations agree to the following responsibilities for this MOU:

APS will:

- List the Library on its website as a community partner. Listing will, at a minimum, include a logo and link to the Library's website.
- List the Library as a Program Sponsor for at least two jointly produced events during the year.
- As possible, promote events hosted by the Library through APS marketing channels which may include any or all of email newsletters, social media, and/or other media.
- Appoint a representative from the Library to serve on its Program Committee.

The Library will:

- Serve as a \$2,500 sponsor for each of two jointly produced events for a total sponsorship contribution of \$5,000 for the year.
- Contribute research and other related resources for APS Fact Sheets, as needed and relevant.
- As possible, promote events hosted by APS through the Library's marketing channels which may include any or all of email newsletters, social media, and/or other media.

Together, APS and the Library will, at a minimum:

- Jointly organize at least two events that are free and open to all on a topic of local, regional and/or national importance (note: gatherings may be virtual and/or in-person) which will be dedicated to uncovering and discussing multiple perspectives of those issues.
- Jointly promote the event(s) through their various marketing channels.
Jointly fund the effort(s) and, as necessary, raise sponsorship dollars to cover expenses.

IV. TERMS OF UNDERSTANDING

The term of this MOU is for a period of one (1) year from the effective date of this agreement and may be extended upon written mutual agreement. It shall be reviewed at least annually to ensure that it is fulfilling its purpose and to make any necessary revisions.

Either organization may terminate this MOU upon thirty (30) days written notice without penalties or liabilities.

V. AUTHORIZATION

The signing of this MOU is not a formal undertaking. It implies that the Parties will strive to reach, to the best of their abilities, the above-stated objectives.

American Public Square at Jewell:

Johnson County Library:

Signature

Signature

Claire Bishop
Executive Director, COO

Tricia Suellentrop
County Librarian

Date

Date



**MEMORANDUM OF UNDERSTANDING
BETWEEN
CATHOLIC CHARITIES OF NORTHEAST KANSAS
AND
JOHNSON COUNTY LIBRARY**

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between the Johnson County Library and Catholic Charities of Northeast Kansas, hereinafter referred to as CCNEK. This document sets forth the intentions, roles and terms under which both parties agree to operate/manage the collaboration.

A. PURPOSE AND SCOPE:

The purpose of this understanding is to outline the partnership between CCNEK and Johnson County Library to provide Summer Food Service Program (SFSP) Meals to the youth. This partnership will serve as a way for CCNEK to accomplish their mission of serving our brothers and sisters in need and Johnson County Library in their mission to provides access to ideas, information, experiences and materials that support and enrich people's lives. This MOU will outline both parties' expectations to ensure a clear understanding of the partnership.

B. ROLES AND RESPONSIBILITIES:

a. CCNEK SHALL:

- (1) Provide Johnson County Library with summer meals that fully meet meal requirements as laid out by the state of Kansas.
- (2) Deliver meals to the Johnson County Library facility weekly (or daily, as necessary) to ensure uninterrupted food service during the summer.
- (3) Maintain all applications and paperwork necessary to remain in good standing with the Kansas SFSP program.
- (4) Provide all necessary trainings and technical support to ensure site compliance with SFSP regulations.
- (5) Perform at minimum two (2) site visits as mandated by the state of Kansas.

b. JOHNSON COUNTY LIBRARY SHALL:

- (1) Provide a place to serve weekly meals to the youth, following all SFSP regulations as laid out by the state of Kansas.
- (2) Communicate product delivery needs to Catholic Charities monthly (or more frequently, as necessary).
- (3) Communicate any change in service days or times to Catholic Charities prior to implementation of schedule change.

C. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. MODIFICATION OR TERMINATION. The Memorandum of Understanding may be modified, revised, extended, or renewed by mutual written consent of all parties, by the issuance of a written amendment, signed and dated by all parties prior to any changes being performed.

Any party of the Memorandum of Understanding may terminate their participation in this Memorandum of Understanding by giving a 30-day written notice of intent to terminate to each of the participating parties. **Programming may be required to continue by either or both parties for previously engaged participants, if specified in above part C.

2. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts CCNEK or Johnson County Library from participating in similar activities with other public or private agencies, organizations, and individuals.
3. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

JOHNSON COUNTY LIBRARY Contact:

Chris Koppenhaver
Youth Services Librarian
(o) 913.826.4600
(e) KoppenhaverC@jocolibrary.org

CCNEK Contact:

Chanel Griffin
Food and Nutrition Coordinator
(o) 913-433-2048
(e) cgriffin@catholiccharitiesks.org

4. NON-FUND OBLIGATING DOCUMENT. This agreement is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this agreement will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate agency authority. This agreement does not

provide such authority. Each party shall be fiscally responsible for their own portion work performed under the Memorandum of Understanding.

5. CONFIDENTIALITY NON DISCLOSURE.

- a. For purposes of this Agreement, "Confidential Information" shall mean any and all non-public information, including, without limitation, technical, developmental, marketing, sales, operating, performance, cost, know-how, business plans, business methods, and process information, disclosed to the Recipient. For convenience, the Disclosing Party may, but is not required to, mark written Confidential Information with the legend "Confidential" or an equivalent designation.
- b. All Confidential Information disclosed to the Recipient will be used solely for the MOU Purpose and for no other purpose whatsoever. The Recipient agrees to keep the Disclosing Party's Confidential Information confidential and to protect the confidentiality of such Confidential Information with the same degree of care with which it protects the confidentiality of its own confidential information, but in no event with less than a reasonable degree of care. Recipient may disclose Confidential Information only to its employees, agents, consultants and contractors on a need-to-know basis, and only if such employees, agents, consultants and contractors have executed appropriate written agreements with Recipient sufficient to enable Recipient to enforce all the provisions of this Agreement. Recipient shall not make any copies of Disclosing Party's Confidential Information except as needed for the Programming Purpose. At the request of Disclosing Party, Recipient shall return to Disclosing Party all Confidential Information of Disclosing Party (including any copies thereof) or certify the destruction thereof.
- c. The obligations and limitations set forth herein regarding Confidential Information shall not apply to information which is: (a) at any time in the public domain, other than by a breach on the part of the Recipient; or (b) at any time rightfully received from a third party which had the right to and transmits it to the Recipient without any obligation of confidentiality.

6. COMPLIANCE. The parties agree to be bound by applicable state and federal rules governing Equal Employment Opportunity, Non-Discrimination and Immigration as well as all other applicable laws.

7. LIABILITIES. It is understood that neither party to this Memorandum of Understanding is the agent of the other and neither is liable for the wrongful acts or negligence of the other. Each party shall be responsible for its negligent acts or omissions and those of its officers, employees, agents or clients (if applicable), howsoever caused, to the extent allowed by their respective state laws.

8. INSURANCE. All parties agree to maintain Worker's Compensation and General Liability insurance for the duration of this Memorandum of Understanding and provide each other with certificates of insurance as proof prior to the initiation of activities.

9. COMPLIANCE TO POLICIES. All parties to this Memorandum of Understanding agree to abide by the safety and security when providing services at or visiting a collaborator's place of business. Applicable policies will be communicated to each party by the respective collaborators prior to the delivery of services or commencement of visitations.
10. INTELLECTUAL PROPERTY. All intellectual property brought by each party to the relationship under this Memorandum remains in the ownership of that party.
11. DATA MANAGEMENT SHARING. Pertinent data will be collected as specified in the roles and responsibilities section. This information will be shared between both parties at the following intervals: on a weekly basis.
12. BRAND AND LOGOS. All parties agree not to use each other's company brand or logo as part of a marketing campaign or included on any public facing media without the written consent and agreement of all parties involved.
13. NON-BINDING MEMORANDUM OF UNDERSTANDING. The Parties enter into this Memorandum of Understanding while wishing to maintain their own separate and unique missions and mandates, and their own accountabilities. Unless specifically provided otherwise, the cooperation among the Parties as outlined in this Memorandum of Understanding shall not be construed as a partnership or other type of legal entity or personality. Each Party shall accept full and sole responsibility for any and all expenses incurred by itself relating to this Memorandum of Understanding. Nothing in this Memorandum of Understanding shall be construed as superseding or interfering in any way with any agreements or contracts entered into among the Parties, either prior to or subsequent to the signing of this Memorandum of Understanding. Nothing in this Memorandum of Understanding shall be construed as an exclusive working relationship. The Parties specifically acknowledge that this Memorandum of Understanding is not an obligation of funds, nor does it constitute a legally binding commitment by any Party or create any rights in any third party.
14. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of last signature and is effective through August 31, 2024 at which time it will expire unless extended by both parties in writing.

15. SIGNATURES: We, the undersigned, confirm that we are ready, willing and able to participate in this Memorandum of Understanding. We have read and agreed to the above terms.

Date _____

Date _____

Lauren Solidum
President/CEO

CCNEK Representative Signature

Johnson County Library Representative Signature

MEMORANDUM OF AGREEMENT

THIS MEMORADUM OF AGREEMENT ("MOA"), made in Olathe, Johnson County, Kansas, and entered into this 1st day of January 2024 (the "Effective Date"), by and between the Johnson County, Kansas Department of Corrections (hereinafter "Corrections"), and the Johnson County Library, with offices located at 9875 W 87th Street, Overland Park, KS 66212 (hereinafter "Provider"), each hereinafter "Party", or collectively "Parties".

WITNESSETH:

WHEREAS, Corrections supervises juvenile and adult offenders through progressive, effective, and sound correction, rehabilitation, and recidivism reduction programs, and forges partnerships to bridge the gap between offenders and the community by encouraging client responsibility and behavioral change; and

WHEREAS, Provider desires and is willing to provide certain services for and on behalf of Corrections so as to support the role and vision of Corrections in serving the community and achieving its mission; and

WHEREAS, Corrections and Provider hereby agree to accept the terms and conditions of this Memorandum of Agreement.

NOW, THEREFORE, in consideration of the above and foregoing recitals, the mutual promises and covenants hereinafter given, and for other good and valuable considerations, the Parties hereto agree as follows:

ARTICLE I

Purpose

1.1 Purpose. Corrections hereby engages the services (the "Services") of Provider, as those Services are more specifically described under Article II hereinbelow; and Provider hereby agrees to provide Corrections with such Services in accordance with, and subject to, the terms and conditions of this MOA. This MOA involves no exchange of money but is based upon a mutual interest and understanding to exchange what each Party has to offer towards the purpose contemplated under this MOA.

ARTICLE II

Nature and Scope of Services

2.1 Nature of Services. Provider shall, at all times, faithfully, diligently, earnestly and industriously, and to the best of the ability, experience and skills of the personnel it provides, perform all duties and responsibilities necessary to provide Corrections with the highest level of quality of Services in an expeditious and professional manner, consistent with the purpose and requirements of this MOA, and Corrections' interests, goals, and objectives.

2.2 Scope of Services. In providing Corrections with the Services required hereunder, Provider shall render to Corrections those Services, at such location(s) and subject to such protocols, more fully described and outlined in in **Exhibit A**, which exhibit is attached hereto, and is hereby incorporated by reference, as if fully set forth in detail herein.

ARTICLE III

Term

3.1 Term. The term of this MOA shall commence with the Effective Date hereof and shall remain in full force and effect until December 31, 2024, or until terminated by either Party pursuant to the terms herein. This MOA may be terminated, for any reason, by either Party upon thirty (30) days prior written notice to the other Party.

ARTICLE IV

Coordination of Services Provided

4.1 Coordination of Services; Project Representative. Provider shall coordinate all Services to be provided by Provider under this MOA with a designated representative from Corrections (the "Corrections Representative"). Whenever this MOA requires, or it becomes necessary for, Provider to advise, provide, or communicate information to, or seek the approval of, Corrections in matters relating to the Services to be provided hereunder, Provider shall direct all such communications and requests for approval to the Corrections Representative. Further, Provider shall, upon request, meet with the Corrections Representative on a periodic basis to coordinate any activities, services, and responsibilities required of Provider under this MOA.

ARTICLE V

Liability

5.1 Liability. Each Party to this MOA will be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this MOA. Neither Party will be considered the agent of the other and neither Party assumes any responsibility to the other Party for the consequences of any act or omission of any person, firm, or corporation not a party to this MOA.

ARTICLE VI

Assignment and Subcontracting

6.1 No Assignment. Provider shall not assign, transfer, convey, sublet, or otherwise dispose of either this MOA or any of its rights and obligations hereunder, without the prior written consent of Corrections, but in no event shall such consent relieve Provider from its

obligations under the terms of this MOA.

6.2 Subcontracting. It is understood and acknowledged by the Parties that should Provider intend to subcontract some services required hereunder, Provider agrees to obtain prior written consent from Corrections of any such subcontracting relationships, and of the services such subcontractors are to perform. Notwithstanding this procedure, such subcontractors shall at all times remain under the direction and control of Provider, and Provider shall remain fully liable to Corrections for the proper discharge of all the services required hereunder regardless of by whom they are performed.

ARTICLE VII **Agreement Status**

7.1 Agreement Status. In connection with this MOA, each Party is considered an independent contractor and as such will not have any authority to bind or commit the other. Nothing herein shall be deemed or construed to create a joint venture, partnership, or agency relationship between the Parties for any purpose.

ARTICLE VIII **Amendment**

8.1 Amendment. This MOA may be amended by supplemental writing mutually agreed to and executed by duly authorized representatives of the Parties hereto.

ARTICLE IX **Notices**

9.1 Notices. Any notices, bills, invoices, reports, payment of correspondence required or permitted by or from one Party to the other under this MOA shall be made in writing, delivered personally, or by mail, postage prepaid to the following addresses, or other location as either Party may from time to time designate:

Corrections:	Johnson County Department of Corrections 588 E. Santa Fe, Suite 3000 Olathe, KS 66061
Provider:	Johnson County Library 9875 W 87th Street Overland Park, KS 66212

ARTICLE X
Waiver of Breach

10.1 *Waiver of Breach.* The waiver of any Party hereto of a breach of any of the provisions of this MOA shall not operate or be construed as a waiver of any subsequent breach by either Party.

ARTICLE XI
Governing Law; Venue

11.1 *Governing Law.* This MOA shall be governed by, construed, and enforced in accordance with the laws of the State of Kansas.

11.2 *Venue.* In the event that the Parties hereto are unable to resolve any controversy or claim arising out of, or relating to, this MOA or the making, performance, or interpretation of it without resort to the courts, the Parties agree that exclusive jurisdiction and venue over such matter shall be in the District Court of Johnson County, Kansas.

ARTICLE XII
General Provisions

12.1 *Dispute Resolution.* The Parties are fully committed to working with each other throughout the period of this MOA and agree to communicate regularly with each other so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Corrections and Provider each commit to resolving such disputes or disagreements in an amicable, professional, and expeditious manner so as to avoid unnecessary losses, delays, and disruptions hereunder.

12.2 *Nondiscrimination.* Provider agrees to not discriminate on the basis of race, color, national origin, ancestry, religion (or no religion), creed, sex or gender, sexual orientation, gender identity or expression, pregnancy, age, disability, genetic information, or other status or circumstance prohibited by federal, state or local law, rule or regulation in its operation, management and employment practices and with respect to availability and accessibility of products and services to the public. Provider agrees to comply with all applicable laws of the State of Kansas and of the United States of America, regarding such non-discrimination and equality of opportunity.

12.3 *Change in Laws; Adverse Determination.* Corrections and Provider recognize that this MOA is subject, at all times, to applicable state, local and federal laws, rules and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and amendments thereto, if applicable, and to the extent HIPAA may apply

hereunder, each Party shall provide any written assurances to the other that may be required under the requirements of **HIPAA**. The Parties further recognize that this MOA is subject to amendments to such laws, rules and regulations, new legislation, and rulings by courts of competent jurisdiction. Any provisions of law that invalidate, or otherwise are inconsistent with, the terms of this MOA or that would cause one or both of the Parties to be in violation of any law, rule or regulation, will be deemed to have superseded the terms of this MOA; provided, however, that the Parties agree to exercise their best reasonable efforts to accommodate the terms and intent of this MOA by amendment to this MOA, to the greatest extent possible consistent with the requirements of law. Notwithstanding the foregoing, in the event of any judicial, legislative, regulatory or administrative change or determination, whether federal, state or local, which has or would have a significant adverse impact on either Party hereto in connection with the performance of this MOA, or in the event that continued performance by either Party of any term, covenant, condition or provision of this MOA would for any reason be in violation of any statute, regulation, or otherwise be deemed illegal or subject either Party to sanctions or penalties under any federal, state or local law, notwithstanding any other provision of this MOA, either Party may terminate this MOA immediately upon prior written notice to the other Party.

12.4 Publicity. Provider must obtain prior written approval from Corrections for use of information relating to Corrections or this MOA in advertisements, brochures, promotional materials or media, or other informational avenues.

12.5 Investigation and Research. Provider, by investigation and research, has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this MOA is to be based upon such investigation and research, and not solely upon any representation made by Corrections or any of its officers, employees or agents, except as provided herein.

12.6 Further Assurances. The Parties shall do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each Party shall provide such further documents or instruments required by any other Party as may be reasonably necessary or desirable to effectuate the purposes and requirements of this MOA and carry out its provisions.

12.7 Section Headings. Section and other headings in this MOA are for reference purposes only, and are in no way intended to describe, interpret, define or limit the scope or extent of any provision hereof.

12.8 Counterparts. This MOA may be executed in multiple counterparts (whether by facsimile signature or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

ARTICLE XIII
Severability

13.1 *Severability.* All agreements, covenants and clause contained herein are severable, and in the event any of them shall be deemed or held to be unconstitutional, invalid or unenforceable, the remainder of this MOA shall be interpreted as if such unconstitutional, invalid or unenforceable agreements, clauses and covenants were not contained herein.

ARTICLE XIV
Entire Agreement

14.1 *Entire Agreement.* This MOA represents the entire agreement between Corrections and Provider with respect to the provision of Services required of Provider for Corrections, and supersedes all prior understandings or promises, whether oral or written, between the Parties pertaining to or in connection with this MOA.

IN WITNESS WHEREOF, the Parties hereto have caused this MOA to be executed in multiple counterparts by their duly authorized representatives and made effective the day and year first above written.

Provider

Corrections

By:

By:

Printed Name

Printed Name

Title

Title

EXHIBIT A

[Scope, location, Protocols]

Provider extends library service to clients of Corrections in acknowledgment of their restricted access to public libraries. In providing this service, it is recognized that the informational and recreational needs of clients in institutional settings are balanced against Corrections' overall objectives regarding treatment and security. At least one time during the year, representatives from Provider will meet with Corrections staff to evaluate services.

Provider staff who regularly provide services for clients of Corrections shall be recruited, screened, and trained according to policy as set forth by Corrections, as well as agreeing in writing to abide by all facility policies, rules, and regulations, and the Code of Conduct. The level of facility access they are given shall be according to the frequency of their visits and to the discretion of the Director of the facility in which the services are provided.

Provider may offer services at the Adult Residential Center (ARC), Therapeutic Community, Adult Intensive Supervision Probation Office (AFS), Juvenile Field Services Office (JFS), and the Juvenile Services Center. Youth and Family Corrections will be given a Community Outreach Library card with which they may check out materials that are needed on a temporary basis for an extended loan period. This card will have a fine-free status. Overdue notices will be sent for unreturned materials. Corrections is responsible for lost or damaged materials and Corrections will make every effort to see that library materials are returned and in satisfactory condition.

The resource collection within Corrections facilities will be developed and purchased by Provider. Materials selected and provided to Corrections shall meet the cultural, informational, educational and recreational needs of the clients. Materials selected will be based upon the collection procedure outlined below completed by Provider in cooperation with Corrections staff.

Collection Procedure

Library and Corrections officials shall confer to make sure that materials that are considered a threat to security or the advancement of treatment programs are not permitted in any area of Corrections' facilities. However, nothing in this Agreement shall be construed as a modification of the Collection Policy by which Provider selects materials for the Johnson County Library.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
JOHNSON COUNTY LIBRARY
AND
DE SOTO PARENTS AS TEACHERS**

Purpose:

The purpose of the Understanding is to outline collaboration between Johnson County Library (JCL) and De Soto Parents As Teachers (DS PAT). The Understanding is designed to coordinate early literacy and library services.

Agency Roles and Responsibilities

Johnson County Library will:

1. Provide a staff member for DS PAT Advisory Board quarterly meeting.
2. Allow DS PAT to use library meeting spaces at no cost with reservations when available.

De Soto Parents As Teachers will:

1. Provide information regarding JCL services to DS PAT families.
2. Utilize JCL educational programs for children, staff and parents when appropriate.
3. Promote JCL's involvement with DS PAT newsletters, website and other public relations opportunities.

Duration of Understanding:

The duration of this Understanding is from January 1, 2024 to December 31, 2024.

Cancellation and Termination:

Both parties mutually agree that this Understanding have been duly authorized by Johnson County Library representation and De Soto Parents As Teachers to execute this Understanding.

Signatures:

The parties to this Understanding have been duly authorized by Johnson County Library representation and De Soto Parents As Teachers to execute this Understanding.

Elizabeth Durkin, Coordinator, De Soto Parents As Teachers

Date

Patricia Suellentrop, Johnson County Librarian

Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
JOHNSON COUNTY LIBRARY
AND
GROWING FUTURES EARLY EDUCATION CENTER**

Purpose:

The purpose of the Understanding is to outline collaboration between Johnson County Library (JCL) and Growing Futures Early Education Center (Growing Futures). The Understanding is designed to coordinate early literacy and library services.

Agency Roles and Responsibilities

Johnson County Library will:

1. Provide a staff member for Growing Futures Policy Council monthly meetings.
2. Provide virtual book and storytime lists for classrooms monthly.
3. Allow Growing Futures to use library meeting spaces at no cost with reservations when available.

Growing Futures Early Education Center will:

1. Provide information regarding JCL services to Growing Futures families.
2. Utilize JCL educational programs for children, staff and parents when appropriate.
3. Promote JCL's involvement with Growing Futures newsletters, website and other public relations opportunities.

Duration of Understanding:

The duration of this Understanding is from January 1, 2024 to December 31, 2024.

Cancellation and Termination:

Both parties mutually agree that this Understanding have been duly authorized by Johnson County Library representation and Growing Futures Board of Directors to execute this Understanding.

Signatures:

The parties to this Understanding have been duly authorized by Johnson County Library representation and Growing Futures Board of Directors to execute this Understanding.

Larry Lewis, Executive Director, Growing Futures

Date

Patricia Suellentrop, Johnson County Librarian

Date

Memorandum of Understanding (MOU) between the Johnson County Library and Hammerspace Community Workshop

This MOU is intended to document the relationship between the Johnson County Library (JCL) and Hammerspace Community Workshop in support of our mutual efforts to provide access to ideas, information, experiences and materials that support and enrich people's lives. Specifically, this MOU highlights our 2024 relationship around Science, Technology, Engineering, Art & Math (STEAM) program offerings.

Johnson County Library Responsibilities
<ul style="list-style-type: none">● Provide space for project-based STEAM classes at the Central Resource Library● Promote programming via JCL channels including but not limited to the Guide, the website and social media accounts● Manage registration and communication with attendees● Provide a compensation of \$200/class
Hammerspace Responsibilities
<ul style="list-style-type: none">● Host bi-monthly project-based STEAM classes using library facilities● Provide instructors, equipment and curriculum for project-based STEAM classes, completed by JCL equipment where necessary● Provide language and marketing material for promotion● Provide invoices for classes hosted
Total Compensation: \$200/class

About Hammerspace

Hammerspace is a membership-based organization that provides creative people of all kinds with access to tools and resources for electronics, textile arts, screen printing, sculpting, digital manufacturing, woodworking, metal work, blacksmithing and jewelry.

Dave Dalton,
Proprietor,
Hammerspace Community Workshop

County Librarian,
Johnson County Library

Memorandum of Understanding (MOU) between Johnson County Library and NCircle

This MOU is intended to document the relationship between the Johnson County Library System and NCircle.

College of Trades Creative Writing Class

January 2024 – December 2024

- Johnson County Library (JCL) will interview, select and pay for a local writer to teach Creative Writing at the College of Trades.
- Johnson County Library will purchase the books requested by the instructor and composition notebooks for each student.
- NCircle will promote, recruit and enroll TC students in the class.
- NCircle staff will be onsite during class time to provide assistance to the instructor if needed.
- NCircle will host a graduation ceremony for the students at the end of every semester.

StrengthsFinder Books

- Johnson County Library will purchase copies of the StrengthsFinder books for the College of Trades students.
- NCircle will arrange for the students to have computer access to take the test.
- NCircle will hire a qualified StrengthsFinder instructor to go over the test results with the students.

Communication:

- JCL will promote the partnership on their social media promotions when an opportunity is presented.
- NCircle will cross-promote JCL on their website and in their social media promotions when an opportunity is presented.

Program/Training:

- JCL and NCircle will work together to develop additional courses for the College of Trades students as time and funding allows.
- NCircle will work with JCL on any training and/or professional development for staff.

Lee Jost, Executive Director of NCircle



Tricia Suellentrop, County Librarian

ADDENDUM JO LAND USE AGREEMENT TO CREATE A COMMUNITY GARDEN

THIS ADDENDUM (the Addendum) is made this ___ day of _____ 2023, to the Land Use Agreement dated December 10, 2015, by and between the Board of Directors of the Johnson Country Library (hereinafter called the property owner) and Overland Park Community Garden, Inc., a not-for-profit corporation (hereinafter called OPCG). Pursuant to the Land Use Agreement, which runs to **December 31, 2024**, and may be renewed thereafter, OPCG has developed a community gardening project at the Oak Park branch facility at 9500 Blue Jacket, Overland Park, Kansas (the community gardening project site is referred to herein as "the Site"). This Addendum authorizes OPCG to establish a "Giving Grove" on land designated by the property owner adjacent to the Site.

The parties agree that a new subsection A is added to section 1 of the Land Use Agreement to read as follows:

1. A. OPCG, acting in partnership with the Overland Park Parks Department, is authorized at its expense to establish a "Giving Grove" on land designated by the property owner adjacent to the Site.

(i) The Giving Grove will consist of edible tree gardens developed by OPCG on the designated land adjacent to the Site. Edible tree gardening is a sustainable food production and land management system based on planting fruit and nut trees, berry-producing bushes and shrubs, and perennial herbs and vegetables.

(ii) OPCG, acting in partnership with the Overland Park Parks Department, will be responsible for removing the scrub tree and stump on the designated land adjacent to the Site, purchasing the trees and shrubs that comprise the Giving Grove, installing a water hydrant or hydrants in the Giving Grove, providing water during the time when the Giving Grove's hydrants are turned off, paying for the water used in the Giving Grove, and paying for the mulch used in the Giving Grove.

(iii) OPCG will also be responsible for finding and managing caretakers for the Giving Grove, overseeing the Giving Grove, and for coordinating with the Overland Park Parks Department for the harvesting and distribution of Giving Grove produce.

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

The parties otherwise reaffirm each and every provision of the Land Use Agreement dated December 10, 2015.

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

BOARD OF DIRECTORS OF THE JOHNSON
LIBRARY

Bethany Griffith
Library Board Chair

OVERLAND PARK COMMUNITY GARDEN, INC.

Bev Jaderborg, President,

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

			Receipts	Payments	Balance
	Opening cash balance				\$219,837.90
		Add Receipts	\$141.24		
		Less Payments		\$474.91	
	Ending Cash balance				\$219,504.23
		Less Liabilities		\$919.00	
	Unobligated cash balance				\$218,585.23

APPROVED: _____

DATE: _____

Briefing Sheet

To: Johnson County Library Board of Directors
From: Tricia Suellentrop, County Librarian
Date: November 9, 2023
Re: **Closing of Antioch Library**

Issue: Consider closing the Antioch Library at the close of business on Sunday, January 28, 2024 to prepare for the opening of the Merriam Plaza Library.

Background: Later in November the Library is anticipated to receive substantial completion of the new Merriam Plaza Library building. Furniture, equipment, and shelving will soon begin arriving and installation will follow, in anticipation of a spring opening.

Analysis: We want to minimize the time the community goes without service as much as possible. Several more tasks need to finish during this closure time, and the closure start is linked to other project tasks – for example, we cannot install computers on desks until the desks themselves are installed.

During the closure, existing Antioch staff will transition to the new building. Staff will receive training on new building and system functionality and processes, as well as teambuilding sessions. The existing Antioch collection, public and staff computers, and other equipment will also be transported to the Merriam Plaza Library and this work can happen most efficiently with the Antioch building closed.

Leading up to the closure we will be communicating with Antioch patrons, featuring this update in several Library and partner publications, end-dating meeting room reservations, and installing temporary signage on both the Antioch and Merriam Plaza sites letting patrons know that while we're getting close, we're not quite open yet.

As soon as we are clear of all contingencies, we look forward to bringing you back a date for the Merriam Plaza Library ribbon cutting – expected in Spring 2024.

Budget Review: There is no new funding required for this item.

Alternatives: 1) The Board may choose to not approve this recommendation, which will require extra time and effort for the project team to rework the move-in schedule and communication plans.

Recommendation: To approve closing the Antioch Library at the close of business on Sunday, January 28, 2024 to prepare for the opening of the Merriam Plaza Library.

Suggested Motion: I move to approve the recommendation to close the Antioch Library at the close of business on Sunday, January 28, 2024 to prepare for the opening of the Merriam Plaza Library.

To: Johnson County Library Board of Directors

From: Tricia Suellentrop

Date: November 9, 2023

Re: Updated ARMs

Issue: Updated ARMS

Suggested Motion: I move that the Johnson County Library Board of Directors approve revisions to Administrative Regulation Manual policies: 10-50-40, 10-30-20, 20-10-11, 20-10-55, 20-20-55, 20-80-20, 60-10-50, and 60-20-50 and repeal Administrative Regulation Manual policies: 20-20-65, 20-30-65, 20-80-21, and 20-80-22.

Background: Each year library staff review one third of our policies or Administrative Regulations (ARMS). The following ARMs have been reviewed and are being shared with you for information today. Highlighted below are the changes staff is recommending.

Analysis: Members of a working management team in consultation with various stakeholders, reviewed several policies this year. The following ARMS have changes or are being repealed.

ARM 10-50-40 - Code of Ethics for Library Board – Johnson County Government adopted a completely new code of ethics for boards. We have updated our policy to reflect this change.

ARM 10-30-20 - Code of Ethics for Library Personnel – We have updated our policy to align with changes to the County HR policies. It has been simplified and broadened.

ARM 20-10-11 - Holiday Closings – Changes have made include new holidays the County recognizes, and to be more internally consistent. We are also recommending to not close on the Sunday before holidays which land on a Monday to preserve access for our patrons. Examples of this include Veteran's Day and Juneteenth.

ARM 20-10-55 - Theft, Vandalism, and Destruction of Library Property – This policy has been updated to include language addressing vandalism and destruction of property, not just theft of property.

ARM 20-20-55 - Materials Not Returned – language has been updated to reflect our new Fine Free policy.

ARM 20-20-65 - Services to Staff and Volunteers – Repeal – Since we no longer charge fines for overdue materials, we no longer need this policy exempting staff and volunteers from paying fines. Staff and volunteers are still responsible for paying fees if materials are lost or damaged.

ARM 20-80-20 - Public Forum and Non-Public Forum and Display Spaces

- ARM 20-30-65 Information Services – **Repeal** due to incorporation into 20-80-20
- ARM 20-80-21 Facility Usage – **Repeal** due to incorporation into 20-80-20
- ARM 20-80-22 Displays and Exhibitions- Public Forum – **Repeal** due to incorporation into 20-80-20

This policy, regarding public forum and non-public forum spaces combines the three policies listed above. The language has been simplified and combines these all into one document for clarity.

ARM 60-10-50 - Smoking Prohibition – We took out redundant language that referred specially to new buildings.

ARM 60-20-50 – Vehicles – We took out a reference to a Kansas Statute which no longer matched the subject of the policy.

Funding Overview: No costs were affected.

Alternatives: Suggest any other changes you wish to see to these policies or not approve our recommendations.

Recommendation: Approve changes to the ARMs as described.

Budget Review: None needed

Legal Review: These policies have been reviewed and certified by legal counsel

ADMINISTRATIVE REGULATIONS

TAB: Governance

DOCUMENT NUMBER: ARM 10-30-20

Section: Johnson County Government

SUBJECT: CODE OF ETHICS FOR JOHNSON COUNTY LIBRARY PERSONNEL

SUMMARY

This document is the basic statement by the Johnson County Library regarding the ethical standards of conduct for Library employees and personnel, in accordance with Johnson County Government policy.

Effective Date: December 1, 1988

Reviewed: August 2, 2016

November 8, 2018

October 20, 20 20

October 13, 2022

~~October 13, 2022~~, November 9, 2023

PURPOSE OF CODE The Code of Ethics is intended to establish standards of ethics, conduct, and performance expectations for Johnson County Library employees and personnel. It is, therefore, the policy of the Johnson County Library and Johnson County Government to hire and retain employees and personnel who are committed to the Library's and County's shared mission to provide exemplary public service and to the Library's and County's values of serving the common good, preserving the public trust, and holding itself to the highest principles, always seeking to do the right thing for the common good.

ARM SECTION

SUBJECT TITLE The subject and title of this Administrative Regulation is amended and replaced as: "Code of Ethics for Johnson County Library Personnel."

ADOPTION OF POLICY

The Board of Directors of the Johnson County Library hereby adopts as policy and regulation for the Johnson County Library, in accordance with K.S.A. § 12-1225b, [Policy 401, Ethics, Conduct, and Performance Expectations](#), of the Johnson County Government, effective February 16, 2023, as amended, which is hereby incorporated by reference in this Administrative Regulation as if it were contained in the body of this Administrative Regulation. This Administrative Regulation is interpreted to adopt and incorporate any future amendment to Policy 401 adopted by Johnson County Government or the Board of County Commissioners of Johnson County, Kansas.

~~October 12~~November 9, 2023

ARM 10-30-20 End

ADMINISTRATIVE REGULATIONS**TAB: Governance****DOCUMENT NUMBER: ARM 10-50-40****Section: Library Board of Directors****SUBJECT: CODE OF ETHICS FOR THE BOARD OF DIRECTORS OF THE JOHNSON COUNTY LIBRARY**

SUMMARY This document is the basic statement by the Johnson County Library regarding the ethical standards of conduct for all members of the Board of Directors of the Johnson County Library, in accordance with the Code of Ethics for Johnson County Government Public Officials, as adopted by the Board of County Commissioners of Johnson County, Kansas.

Effective Date: August 2, 2016
Reviewed: November 8, 2018
October 22, 2020
February 11, 2021
November 9, 2023

PURPOSE OF CODE The Code of Ethics is intended to establish standards of ethics, conduct, and performance expectations for all members of the Board of Directors of the Johnson County Library.

ARM SECTION
SUBJECT TITLE The subject and title of this Administrative Regulation is amended and replaced as: "Code of Ethics for the Board of Directors of the Johnson County Library."

ADOPTION OF POLICY Members of the Board of Directors of the Johnson County Library shall be subject to, and comply with the terms of, the [Code of Ethics for Johnson County Government Public Officials](#), in accordance with resolution of the Board of County Commissioners of Johnson County, Kansas, effective February 16, 2023, as amended, which is hereby incorporated by reference in this Administrative Regulation as if it were contained in the body of this Administrative Regulation. This Administrative Regulation is interpreted to adopt and incorporate any future amendment to the Code of Ethics for Johnson County Government Public Officials, as adopted by the Board of County Commissioners of Johnson County, Kansas.

November 9, 2023**ARM 10-50-40 End**

ADMINISTRATIVE REGULATIONS

TAB: Patron Services

DOCUMENT NUMBER: 20-10-11

SECTION: General Patron Services

SUBJECT: HOLIDAY CLOSINGS

SUMMARY

This document describes the policy of the Library Board in closing the library in observance of holidays.

Effective Date:
Reviewed:

September 10, 2015
October 4, 2017
October 27, 2021
November 9,
2023August 1, 2023

POLICY

Regulation
Purpose

a. It is the policy of ~~the~~ Johnson County Library to adhere to the holiday schedule promulgated by the Board of County Commissioners. This regulation is necessary to cover holiday closings on the evenings and weekends not addressed by the BOCC.

Closing on
Adjacent Days

b. ~~The JCL~~ Johnson County Library will close on Easter Sunday and on Sundays occurring the day before BOCC-designated holidays that apply to ~~the JCL~~ the Library, with the exception of Martin Luther King Jr. ~~Holiday~~ Day and Juneteenth. However, if a contiguous Monday and Tuesday are BOCC-designated holidays, ~~the JCL~~ the Library will keep regular hours on the Sunday immediately before. If Independence Day, Christmas, or New Year's Day fall on Saturday or Sunday, ~~the JCL~~ the Library will be closed on the day of the holiday and the day of any BOCC-designated observance that applies to ~~the JCL~~ the Library.

Early Closings

c. ~~The JCL~~ Johnson County Library will close at 5:00 p.m. on July 3, December 24, and December 31, if the date falls on Monday, Tuesday, Wednesday, Thursday, or Friday. If July 3, December 24, or December 31 are designated holidays by the BOCC, the ~~JCL~~ Library will keep regular hours on July 2, December 23, and December 30.

Thanksgiving

d. Thanksgiving Day and the Friday following are designated official County holidays. The ~~library~~ Library will close at 5:00 p.m. on the Wednesday preceding Thanksgiving and reopen on Saturday morning.

Other Deviations

e. These are the only deviations from the regular hours

of operation as
defined in
ARM 20-10-10

Hours of
Service that
~~Service that~~

may occur regarding holidays, except that the County
Librarian may authorize early closings on

the day before other BOCC-designated holidays that
apply to the
~~JCL~~Library.

~~October 27, 2024~~November 9, 2023
ARM 20-10-11 End

ADMINISTRATIVE REGULATIONS

TAB: Patron Services

DOCUMENT NUMBER: 20-10-55

SECTION: General Patron Services

SUBJECT: THEFT, VANDALISM, AND DESTRUCTION OF LIBRARY PROPERTY

SUMMARY

This regulation describes the circumstances in which members of the library staff are authorized to search containers of any kind in the possession of a patron for library materials that have not been checked out. The purpose of this document is to describe the library's policies around theft, vandalism, and destruction of property.

Effective Date:
Reviewed:

October 4, 2017
October 27, 2021
November 9, 2023

POLICY

a. A patron's use of the library shall constitute an authorization from the patron to library staff to search sacks, bags, briefcases, or containers of any kind, carried or in the possession of such patron, when staff has reason to believe that such patron is concealing library materials that have not been checked out. Patrons may be charged with a fee or the replacement cost of the stolen item. The fee will be determined by Johnson County Library and can vary depending on the value of the materials deemed stolen.

Vandalism

b. Vandalism is strictly prohibited in the library. The act of vandalism includes but is not limited to graffiti, defacing or damaging library materials, technology, furniture, equipment, or any other property. Any patron found engaging in or having engaged in vandalism will be asked to leave immediately. Violations of this policy may result in the suspension of library privileges and possible legal action. Vandalism may also result in fees for repair or replacement.

-

ADMINISTRATIVE REGULATIONS

TAB: Patron Services

DOCUMENT NUMBER: 20-10-55

SECTION: General Patron Services

SUBJECT: THEFT, VANDALISM, AND DESTRUCTION OF LIBRARY PROPERTY

Destruction of Property

c. Destruction of library property is also strictly prohibited. This includes but is not limited to damaging or destroying library materials, technology, furniture, equipment, or any other property. Any patron found engaging in or having engaged in destruction of property will be asked to leave immediately. Violations of this policy may result in the suspension of library privileges and possible legal action. Destruction of library property may result in assessment of fee for repair or replacement.

-
Patrons are responsible for any damages or losses incurred to library property. Any damage or loss must be reported immediately to library staff. Johnson County Library reserves the right to monitor and review security footage and take appropriate legal action in the event of any incidents of theft, vandalism, or destruction of property as classified in this regulation.

Patron Personal Property

d. The library is not responsible for patron personal property while utilizing library spaces. Patrons are encouraged to always keep all personal belongings with them.

October 27, 2021 November 9, 2023

ARM 20-10-55 End

ADMINISTRATIVE REGULATIONS

TAB: Patron Services

DOCUMENT NUMBER: 20-20-55

SECTION: Circulation Services

SUBJECT: ~~RETURN OF OVERDUE MATERIALS~~ – **MATERIALS NOT RETURNED**

SUMMARY

This document describes the Board's policy on dealing with patrons who have not returned ~~overdue~~ materials borrowed from the Library.

Effective Date:
Reviewed:

June 12, 2015
October 4, 2017
October 27, 2021
??November 9, 2023

POLICY

a. It is the policy of this Board to seek to use the Library's present structure of fees, replacement charges, collection remedies and other remedial actions ~~to reduce the number of overdue materials and~~ to protect library assets. Harsher measures, including the option provided by K.S.A. 21-3701, may occasionally need to be applied, but only with great caution and after careful deliberation.

Procedure

b. Before prosecuting a case under K.S.A. 21-3701 the County Librarian must consult with the Library Board's attorney. The County Librarian must then obtain the approval of the Library Board before proceeding.

October 27,
2021Reviewed
date?November
9, 2023

ARM 20-20-55 End

ADMINISTRATIVE REGULATIONS

TAB: Patron Services

DOCUMENT NUMBER: 20-20-65

SECTION: Circulation Services

SUBJECT: SERVICES TO STAFF AND VOLUNTEERS

SUMMARY

This document describes the extent and limitations of waivers of fines and fees for library staff and volunteers.

Effective Date:

June 12, 2015

Reviewed:

October 4, 2017

October 27, 2021

POLICY

Waiver

a. To encourage staff and volunteers to keep an awareness of the tools of their trade, no overdue or rental fees will be charged to the staff and volunteers of the Johnson County Library. Staff and volunteers will be subject to all other charges on the Fees and the Overdue, Lost or Damaged Materials Fees Schedule (ARM 20-10-90, ARM 20-10-91).

Limitations

b. In all other cases, except that described in paragraph 1 of this regulation, staff and volunteers are entitled only to the same library services and privileges offered to the general public.

Disclaimer

c. This regulation is not to be construed as to interfere with a staff member or volunteer carrying out official duties.

October 27, 2021

ARM 20-20-65 End

ADMINISTRATIVE REGULATIONS

TAB: Patron Services

DOCUMENT NUMBER: 20-80-20

SECTION: Facility Usage

SUBJECT: PUBLIC FORUM AND NON-PUBLIC FORUM AND DISPLAY SPACES

SUMMARY

This regulation sets forth rationale and criteria on which designation of public and non-public spaces and displays therein are based. As part of its public service and information mission, Johnson County Library makes available in all branch locations handout, display and exhibit areas and bulletin boards. The use of these areas is intended to increase public awareness of the broad range of information available in the library collection and to make available information created by and of interest to the local community. However, display and distribution areas are subject to designations as public forum or non-public forum spaces with specific criteria for use. This regulation sets forth rationale and criteria on which designation of public and non-public spaces and displays therein is are based.

Effective Date:

April 12, 2014

Reviewed:

October 4, 2017
February 11, 2021
November 9, 2023

DESIGNATIONS

Public Forum
Spaces

- a. Public forum spaces are those spaces created by government designation for the use of the public at large for assembly or communication. Materials displayed or distributed in such areas may advocate a position, but the display and distribution do not constitute endorsement of the material's content by the library. Materials cannot be excluded from public forum spaces based on content unless the exclusion is necessary to serve a compelling governmental

interest which cannot be served by less restrictive action.

1. Public Forum: All meeting rooms booked for public use and community information spaces such as handout areas and non-governmental bulletin boards are public forum spaces.

2. Public forum space is available for use by government agencies and non-profit groups engaged in educational, cultural, intellectual, or charitable activities within policies set forth in regulation and within procedures established by the County Librarian.

Non-public Forum Spaces

b. Pursuant to ARM 20-80-27, all study rooms and conference rooms are non-public forums. All display, exhibits and exhibit cases, and art spaces displays, exhibits, and exhibitions are designated as are non-public forum spaces. The Library offers no public forum spaces for displays and exhibits.

Non-public Forum Spaces

DEFINITIONS

Displays

c. c. Displays are defined as presentations on open shelves or fixtures of materials from the library collection which are available for lending, and/or materials or information about materials created or on loan to the Library by government units or from private citizens or groups. Displays are often use merchandising techniques and are frequently topical in nature. and Displays are covered by the intellectual freedom policies of the Library and are not a public forum.

Exhibits

d. d. Exhibits are more formal presentations of Library and governmental materials -and/or regalia. Exhibits and exhibit cases are covered

Exhibits

by the intellectual freedom policies of the library and are not a public forum.

Art Spaces

e. e. The Library offers limited space for displays of original-works of art. These spaces are designated by the County Librarian and constitute a library program and are not a public forum.

Art Spaces

f. f. In accordance with ARM 20-80-23, community information spaces for handouts, posters, and other information relevant to the local community are available in most libraries as a public forum. The exception to this is during election time if the Library Branch is a polling place. No election material will be displayed within 250 feet of the entrance.

Community
Information
Spaces

Community
Information
Spaces

PROCEDURES

g. ~~Each library~~The Library maintains a current list (reviewed annually) of its display, exhibit, handout and bulletin board areas accompanied by the designation "public forum" or "non-public forum." The designation as a non-public or public forum space may be changed at any time by the County Librarian, pursuant to written procedures that the County Librarian adopts to implement this policy.

h. The County Librarian will establish criteria and procedures as guidelines for implementing non-public forum displays, exhibits, and art displays.

AUTHORITY

i. i. Final authority for all materials displayed and made available in ~~handout, display and exhibit~~

space and on bulletin boards public forum and non-public forum spaces rests with the County Librarian, but is delegated operationally to the facility manager in each library or their designee. The one exception to this is an all-system exhibit set up at the request of the library Library administration, in which case delegated authority rests with the relevant library programs coordinator. The County Librarian is directed to adopt written procedures to implement the terms of this policy. The County Librarian is directed to develop guidelines and criteria to assist with the execution of powers granted herein.

February 11, 2021 November 9, 2023
20-80-20 END

ARM

ADMINISTRATIVE REGULATIONS

TAB: Patron Services

DOCUMENT NUMBER: 20-30-65

SECTION: Information Services

SUBJECT: LIBRARY DISPLAYS

CONTENT INCORPORATED INTO ARM 20-80-20, SUGGESTING DELETION.

SUMMARY

This document establishes displays of materials and information that highlight the collection and mandate that intellectual freedom principles will be used.

Effective Date:

June 12, 2015

Reviewed:

October 4, 2017

October 27, 2021

**POLICY ON
DISPLAYS**

a. Materials for displays will be selected by librarians in accordance with Library Policy, the Library Bill of Rights statement, and guidelines established in the Library Collection Development Policy as formally adopted by the Library Board of Directors.

b. Displays will be selected at the discretion of the appropriate library staff.

October 27, 2021

ARM 20-30-65 End

ADMINISTRATIVE REGULATIONS

TAB: Patron Services

DOCUMENT NUMBER: 20-80-21

SECTION: Facility Usage

~~SUBJECT: DISPLAYS AND EXHIBITS – NON-PUBLIC FORUM~~

~~CONTENT INCORPORATED INTO ARM 20-80-20, SUGGESTING DELETION.~~

~~SUMMARY~~

~~This regulation describes the policy for library-sponsored displays and exhibits.~~

~~Effective Date:~~

~~May 18, 2005~~

~~Reviewed:~~

~~October 4, 2017~~

~~October 27, 2021~~

**~~DEFINITIONS
AND POLICY~~**

~~a. Displays are defined as presentations on open shelves or fixtures of materials from the library collections which are available for lending and/or materials or information about materials created or lent by government units or personnel, or on loan from private citizens or groups. Displays often use merchandising techniques within the library and are frequently topical in nature. These displays are covered by the intellectual freedom policies of the library but are not a public forum.~~

~~b. Exhibits (non-public forum) are more formal presentations of library and governmental materials and realia. If an exhibit case is declared a non-public forum space, it may be used only by the government and library.~~

~~PROCEDURES~~

~~c. The County Librarian will establish procedures as guidelines for implementing these non-public forum displays and exhibits.~~

~~October 27, 2021~~

~~ARM 20-80-21 End~~

ADMINISTRATIVE REGULATIONS

TAB: Patron Services

DOCUMENT NUMBER: 20-80-22

SECTION: Facility Usage

SUBJECT: DISPLAYS AND EXHIBITIONS – PUBLIC FORUM

CONTENT INCORPORATED INTO ARM 20-80-20, SUGGESTING DELETION.

SUMMARY

~~This regulation establishes the library's policy for programming with displays and exhibits as public forum spaces.~~

Effective Date:

~~May 18, 2005~~

Reviewed:

~~October 4, 2017~~

~~October 27, 2021~~

**POLICY ON
AVAILABILITY**

~~a. The library offers no public forum spaces for displays and exhibits.~~

~~b. The library offers limited space for displays of original works of art. The library facilities designated by the County Librarian constitute a library program and shall not create a public forum space.~~

~~c. The County Librarian will establish criteria and procedures for the selection of art works to be displayed.~~

October 27, 2021

ARM 20-80-22 End

ADMINISTRATIVE REGULATIONS

TAB: Facilities

DOCUMENT NUMBER: 60-10-50

SECTION: Building and Grounds

SUBJECT: SMOKING PROHIBITION

SUMMARY

This document describes the Library Board's policy on prohibiting smoking in Library facilities.

Effective Date:

June 12, 2014

Reviewed:

October 27, 2021

November 9, 2023

PROHIBITION

a. Smoking/tobacco use, including but not limited to cigarettes, cigars, pipes, smokeless or chewing tobacco, electronic cigarettes, personal vaporizers that dispense nicotine, and electronic nicotine delivery systems generally, is prohibited inside all Johnson County Library facilities, including all public, work, staff lounge, and warehouse areas. Smoking/tobacco use is additionally prohibited at any location within 10 feet of a Johnson County Library facility entry or exit door. Smoking/tobacco use is also prohibited in library vehicles.

SIGNAGE

b. In accordance with State law and County policy, the County Librarian will post "Smoking Prohibited" signs in each facility.

NEW FACILITIES

~~c. Smoking/tobacco use will not be allowed in any new facility opened by the Johnson County Library.~~

~~October 27,~~
~~2021~~November 9,
2023

ARM 60-10-50 End

ADMINISTRATIVE REGULATIONS

TAB: Facilities

DOCUMENT NUMBER: 60-20-50

SECTION: Furnishings and Equipment

SUBJECT: VEHICLES

SUMMARY

This document describes the Library Board's policy regarding the administration and use of vehicles in the possession of the Library.

Effective Date:

July 12, 2012

Reviewed:

October 27, 2021

October 12, 2023

PRIVATE USE

a. Private use of vehicles possessed by the Library is forbidden. (K.S.A. 8-301, ~~8-307~~)

LABELING

b. All vehicles owned or leased by the Library will be labeled in accordance to the provisions of K.S.A. 8-305.

KEPT AT HOME

c. Vehicles possessed by the Library may be kept at the home of library employees ~~under conditions described in K.S.A. 8-307~~ only with the written permission of the County Librarian.

PROCEDURES

d. The County Librarian will ensure the establishment of procedures governing the use of library vehicles.

~~October 27,~~
~~2021~~November 9,
2023

ARM 60-20-50 End

ADMINISTRATIVE REGULATIONS

TAB: Governance

DOCUMENT NUMBER: ARM 10-30-20

Section: Johnson County Government

SUBJECT: CODE OF ETHICS FOR JOHNSON COUNTY LIBRARY PERSONNEL

SUMMARY

This document is the basic statement by the Johnson County Library regarding the ethical standards of conduct for Library employees and personnel, in accordance with Johnson County Government policy.

Effective Date: December 1, 1988
Reviewed: August 2, 2016
November 8, 2018
October 20, 20 20
October 13, 2022
November 9, 2023

PURPOSE OF CODE The Code of Ethics is intended to establish standards of ethics, conduct, and performance expectations for Johnson County Library employees and personnel. It is, therefore, the policy of the Johnson County Library and Johnson County Government to hire and retain employees and personnel who are committed to the Library's and County's shared mission to provide exemplary public service and to the Library's and County's values of serving the common good, preserving the public trust, and holding itself to the highest principles, always seeking to do the right thing for the common good.

ARM SECTION
SUBJECT TITLE The subject and title of this Administrative Regulation is amended and replaced as: "Code of Ethics for Johnson County Library Personnel."

ADOPTION OF POLICY The Board of Directors of the Johnson County Library hereby adopts as policy and regulation for the Johnson County Library, in accordance with K.S.A. § 12-1225b, [Policy 401, Ethics, Conduct, and Performance Expectations](#), of the Johnson County Government, effective February 16, 2023, as amended, which is hereby incorporated by reference in this Administrative Regulation as if it were contained in the body of this Administrative Regulation. This Administrative Regulation is interpreted to adopt and incorporate any future amendment to Policy 401 adopted by Johnson County Government or the Board of County Commissioners of Johnson County, Kansas.

November 9, 2023

ARM 10-30-20 End

ADMINISTRATIVE REGULATIONS

TAB: Governance

DOCUMENT NUMBER: ARM 10-50-40

Section: Library Board of Directors

SUBJECT: CODE OF ETHICS FOR THE BOARD OF DIRECTORS OF THE JOHNSON COUNTY LIBRARY

SUMMARY This document is the basic statement by the Johnson County Library regarding the ethical standards of conduct for all members of the Board of Directors of the Johnson County Library, in accordance with the Code of Ethics for Johnson County Government Public Officials, as adopted by the Board of County Commissioners of Johnson County, Kansas.

Effective Date: August 2, 2016
Reviewed: November 8, 2018
October 22, 2020
February 11, 2021
November 9, 2023

PURPOSE OF CODE The Code of Ethics is intended to establish standards of ethics, conduct, and performance expectations for all members of the Board of Directors of the Johnson County Library.

ARM SECTION
SUBJECT TITLE The subject and title of this Administrative Regulation is amended and replaced as: "Code of Ethics for the Board of Directors of the Johnson County Library."

ADOPTION OF POLICY Members of the Board of Directors of the Johnson County Library shall be subject to, and comply with the terms of, the [Code of Ethics for Johnson County Government Public Officials](#), in accordance with resolution of the Board of County Commissioners of Johnson County, Kansas, effective February 16, 2023, as amended, which is hereby incorporated by reference in this Administrative Regulation as if it were contained in the body of this Administrative Regulation. This Administrative Regulation is interpreted to adopt and incorporate any future amendment to the Code of Ethics for Johnson County Government Public Officials, as adopted by the Board of County Commissioners of Johnson County, Kansas.

November 9, 2023

ARM 10-50-40 End

ADMINISTRATIVE REGULATIONS

TAB: Patron Services

DOCUMENT NUMBER: 20-10-11

SECTION: General Patron Services

SUBJECT: HOLIDAY CLOSINGS

SUMMARY

This document describes the policy of the Library Board in closing the library in observance of holidays.

Effective Date:
Reviewed:

September 10, 2015
October 4, 2017
October 27, 2021
November 9, 2023

POLICY

Regulation
Purpose

a. It is the policy of Johnson County Library to adhere to the holiday schedule promulgated by the Board of County Commissioners. This regulation is necessary to cover holiday closings on the evenings and weekends not addressed by the BOCC.

Closing on
Adjacent Days

b. Johnson County Library will close on Easter Sunday and on Sundays occurring the day before BOCC-designated holidays that apply to the Library, with the exception of Martin Luther King Jr. Day and Juneteenth. However, if a contiguous Monday and Tuesday are BOCC-designated holidays, the Library will keep regular hours on the Sunday immediately before. If Independence Day, Christmas, or New Year's Day fall on Saturday or Sunday, the Library will be closed on the day of the holiday and the day of any BOCC-designated observance that applies to the Library.

Early Closings

c. Johnson County Library will close at 5:00 p.m. on July 3, December 24, and December 31, if the date falls on Monday, Tuesday, Wednesday, Thursday, or Friday. If July 3, December 24, or December 31 are designated holidays by the BOCC, the Library will keep regular hours on July 2, December 23, and December 30.

Thanksgiving

d. Thanksgiving Day and the Friday following are designated official County holidays. The Library will close at 5:00 p.m. on the Wednesday preceding Thanksgiving and reopen on Saturday morning.

Other Deviations

e. These are the only deviations from the regular hours of operation as defined in ARM 20-10-10 Hours of Service that may occur regarding holidays, except that the County Librarian may authorize early closings on the day before other BOCC-designated holidays that apply to the Library.

November 9, 2023

ARM 20-10-11 End

DRAFT

DRAFT

ADMINISTRATIVE REGULATIONS

TAB: Patron Services

DOCUMENT NUMBER: 20-10-55

SECTION: General Patron Services

SUBJECT: THEFT, VANDALISM, AND DESTRUCTION OF LIBRARY PROPERTY

SUMMARY

This regulation describes the circumstances in which members of the library staff are authorized to search containers of any kind in the possession of a patron for library materials that have not been checked out. **The purpose of this document is to describe the library's policies around theft, vandalism, and destruction of property.**

Effective Date:
Reviewed:

October 4, 2017
October 27, 2021
November 9, 2023

POLICY

a. A patron's use of the library shall constitute an authorization from the patron to library staff to search sacks, bags, briefcases, or containers of any kind, carried or in the possession of such patron, when staff has reason to believe that such patron is concealing library materials that have not been checked out. **Patrons may be charged with a fee or the replacement cost of the stolen item. The fee will be determined by Johnson County Library and can vary depending on the value of the materials deemed stolen.**

Vandalism

b. Vandalism is strictly prohibited in the library. The act of vandalism includes but is not limited to graffiti, defacing or damaging library materials, technology, furniture, equipment, or any other property. Any patron found engaging in or having engaged in vandalism will be asked to leave immediately. Violations of this policy may result in the suspension of library privileges and possible legal action. Vandalism may also result in fees for repair or replacement.

Destruction of Property

c. Destruction of library property is also strictly prohibited. This includes but is not limited to

ADMINISTRATIVE REGULATIONS

TAB: Patron Services

DOCUMENT NUMBER: 20-10-55

SECTION: General Patron Services

SUBJECT: THEFT, VANDALISM, AND DESTRUCTION OF LIBRARY PROPERTY

damaging or destroying library materials, technology, furniture, equipment, or any other property. Any patron found engaging in or having engaged in destruction of property will be asked to leave immediately. Violations of this policy may result in the suspension of library privileges and possible legal action. Destruction of library property may result in assessment of fee for repair or replacement.

Patrons are responsible for any damages or losses incurred to library property. Any damage or loss must be reported immediately to library staff. Johnson County Library reserves the right to monitor and review security footage and take appropriate legal action in the event of any incidents of theft, vandalism, or destruction of property as classified in this regulation.

Patron Personal Property

d. The library is not responsible for patron personal property while utilizing library spaces. Patrons are encouraged to always keep all personal belongings with them.

November 9, 2023

ARM 20-10-55 End

ADMINISTRATIVE REGULATIONS

TAB: Patron Services

DOCUMENT NUMBER: 20-20-55

SECTION: Circulation Services

SUBJECT: MATERIALS NOT RETURNED

SUMMARY

This document describes the Board's policy on dealing with patrons who have not returned overdue materials borrowed from the Library.

Effective Date:
Reviewed:

June 12, 2015
October 4, 2017
October 27, 2021
November 9, 2023

POLICY

a. It is the policy of this Board to seek to use the Library's present structure of fees, replacement charges, collection remedies and other remedial actions to protect library assets. Harsher measures, including the option provided by K.S.A. 21-3701, may occasionally need to be applied, but only with great caution and after careful deliberation.

Procedure

b. Before prosecuting a case under K.S.A. 21-3701 the County Librarian must consult with the Library Board's attorney. The County Librarian must then obtain the approval of the Library Board before proceeding.

November 9,
2023

ARM 20-20-55 End

ADMINISTRATIVE REGULATIONS

TAB: Patron Services

DOCUMENT NUMBER: 20-80-20

SECTION: Facility Usage

SUBJECT: PUBLIC FORUM AND NON-PUBLIC FORUM AND DISPLAY SPACES

SUMMARY

This regulation sets forth rationale and criteria on which designation of public and non-public spaces and displays therein are based. As part of its mission, Johnson County Library makes available in all branch locations handout, display and exhibit areas and bulletin boards. The use of these areas is intended to increase public awareness of the broad range of information available in the library collection and to make available information created by and of interest to the local community. However, display and distribution areas are subject to designations as public forum or non-public forum spaces with specific criteria for use.

Effective Date:

April 12, 2014

Reviewed:

October 4, 2017
February 11, 2021
November 9, 2023

DESIGNATIONS

Public Forum
Spaces

a. Public forum spaces are those spaces created by government designation for the use of the public at large for assembly or communication. Materials displayed or distributed in such areas may advocate a position, but the display and distribution do not constitute endorsement of the material's content by the library. Materials cannot be excluded from public forum spaces based on content unless the exclusion is necessary to serve a compelling governmental interest which cannot be served by less restrictive action.

1. Public Forum: All meeting rooms booked for public use and community information spaces such

as handout areas and non-governmental bulletin boards are public forum spaces.

2. Public forum space is available for use by government agencies and non-profit groups engaged in educational, cultural, intellectual, or charitable activities within policies set forth in regulation and within procedures established by the County Librarian.

DEFINITIONS

Non-public Forum Spaces

b. Pursuant to ARM 20-80-27, all study rooms and conference rooms are non-public forums. All displays, exhibits, and exhibitions are designated as non-public forum spaces. The Library offers no public forum spaces for displays and exhibits.

Displays

c. Displays are defined as presentations on open shelves or fixtures of materials from the library collection which are available for lending, and/or materials or information about materials created or on loan to the Library by government units or from private citizens or groups. Displays are often topical in nature, and are covered by the intellectual freedom policies of the Library and are not a public forum.

Exhibits

d. Exhibits are more formal presentations of Library and governmental materials and/or regalia. Exhibits and exhibit cases are covered by the intellectual freedom policies of the library and are not a public forum.

Art Spaces

e. The Library offers limited space for displays of works of art. These spaces are designated by the County Librarian and constitute a library program and are not a public forum.

Community Information Spaces

f. In accordance with ARM 20-80-23, community information spaces for handouts, posters, and other information relevant to the local community are available in most libraries as a public forum. The

exception to this is during election time if the Library Branch is a polling place. No election material will be displayed within 250 feet of the entrance.

PROCEDURES

g. The Library maintains a current list (reviewed annually) of its display, exhibit, handout and bulletin board areas accompanied by the designation "public forum" or "non-public forum." The designation as a non-public or public forum space may be changed at any time by the County Librarian, pursuant to written procedures that the County Librarian adopts to implement this policy.

h. The County Librarian will establish criteria and procedures as guidelines for implementing non-public forum displays, exhibits, and art displays.

AUTHORITY

i. Final authority for all materials displayed and made available in public forum and non-public forum spaces rests with the County Librarian, or their designee. The County Librarian is directed to adopt written procedures to implement the terms of this policy. The County Librarian is directed to develop guidelines and criteria to assist with the execution of powers granted herein.

November 9, 2023

ARM 20-80-20 END

ADMINISTRATIVE REGULATIONS

TAB: Facilities

DOCUMENT NUMBER: 60-10-50

SECTION: Building and Grounds

SUBJECT: SMOKING PROHIBITION

SUMMARY

This document describes the Library Board's policy on prohibiting smoking in Library facilities.

Effective Date:

June 12, 2014

Reviewed:

October 27, 2021

November 9, 2023

PROHIBITION

a. Smoking/tobacco use, including but not limited to cigarettes, cigars, pipes, smokeless or chewing tobacco, electronic cigarettes, personal vaporizers that dispense nicotine, and electronic nicotine delivery systems generally, is prohibited inside all Johnson County Library facilities, including all public, work, staff lounge, and warehouse areas. Smoking/tobacco use is additionally prohibited at any location within 10 feet of a Johnson County Library facility entry or exit door. Smoking/tobacco use is also prohibited in library vehicles.

SIGNAGE

b. In accordance with State law and County policy, the County Librarian will post "Smoking Prohibited" signs in each facility.

November 9,
2023

ARM 60-10-50 End

ADMINISTRATIVE REGULATIONS

TAB: Facilities

DOCUMENT NUMBER: 60-20-50

SECTION: Furnishings and Equipment

SUBJECT: VEHICLES

SUMMARY

This document describes the Library Board's policy regarding the administration and use of vehicles in the possession of the Library.

Effective Date:
Reviewed:

July 12, 2012
October 27, 2021
October 12, 2023

PRIVATE USE

a. Private use of vehicles possessed by the Library is forbidden. (K.S.A. 8-301,)

LABELING

b. All vehicles owned or leased by the Library will be labeled in accordance to the provisions of K.S.A. 8-305.

KEPT AT HOME

c. Vehicles possessed by the Library may be kept at the home of library employees only with the written permission of the County Librarian.

PROCEDURES

d. The County Librarian will ensure the establishment of procedures governing the use of library vehicles.

November 9, 2023

ARM 60-20-50 End

Briefing Sheet

To: Johnson County Library Board of Directors

From: Tricia Suellentrop, County Librarian

Date: November 9, 2023

Re: **Comprehensive Library Master Plan (CLMP): 2024 Project Prioritization**

Issue: Consider approving the CLMP project prioritization as discussed at the October 19, 2023 Library Board Retreat.

Suggested Motion: I move to approve the CLMP project prioritization as discussed at the October 19, 2023 Library Board Retreat.

1. DeSoto / Spring Hill Renovation
2. Corinth
3. CLMP Refresh

With Mobile Learning Lab and Blue Valley prioritization to be determined after the completion of the CLMP Refresh.

Background: Each year the Library Board discusses and updates or reaffirms the project prioritization of next year's Comprehensive Library Master Plan. This prioritization is the basis for the Capital Improvement Program submittal.

Analysis: At their October 19, 2023 Library Board Retreat, Library staff presented information and a recommendation to the Library Board for discussion. After discussion, the Library Board determined by consensus that the prioritization be updated as below:

1. DeSoto / Spring Hill Renovation
2. Corinth
3. CLMP Refresh

- Mobile Learning Lab
- Blue Valley

While the Board reached consensus at the retreat, no formal action was taken. This action item serves as direction to library staff regarding which building projects are prioritized next.

Library staff and Facilities partners will develop an implementation timeline, returning to the Library Board with this information at a later date.

Alternatives: 1) Approve an alternative prioritization.

Recommendation: Approve the CLMP project prioritization as discussed at the October 19, 2023 Library Board Retreat.

Suggested Motion: I move to approve the CLMP project prioritization as discussed at the October 19, 2023 Library Board Retreat.

To: Library Board of Directors

From: Tricia Suellentrop, County Librarian

Date: November 9, 2023

Re: Memorandum of Understanding with Department of Health and Environment

Issue: Partnership with Johnson County Department of Health and Environment

Suggested Motion: I move that the Johnson County Library Board of Directors approves the Johnson County Department of Health and Environment & Johnson County Library memorandum of understanding for the year 2024.

Background Johnson County Library provides spaces for the Department of Health and Environment to work with the public and to provide public programming. This agreement formalizes the relationship that provides these services in Library spaces. The changes to this year's MOU broaden the language to encompass more possible programs and service delivery at more Library locations.

For several years, the Library has provided places for the public to pick up, on a first come-first served basis, Covid-19 tests, free of charge.

The Library also provides promotion and in-branch signage to support DHE efforts.

Analysis: The use of Library spaces to deliver County services has been successful with multiple departments. The Department of Health and Environment benefits through expanded delivery range and multiple convenient locations. The Library benefits from this relationship in that it serves our Mission and Vision to create access to experiences that enrich people's lives.

Funding Overview: No budget implications

Alternatives: Partner on an informal basis for 2024 calendar year or completely discontinue the partnership.

Recommendation: To approve the memorandum of understanding with Johnson County Department of Health and Environment.

Budget Review: Not applicable

Legal Review: Reviewed by Counsel

Memorandum of Understanding (~~MOU~~) between the Johnson County Library and Johnson County Department of Health and Environment

This **Memorandum of Understanding** ("MOU") made and entered into as of the date of last signature below. It is entered into by and between **Johnson County Library** ("JCL") and **Johnson County Department of Health and Environment** ("JCDHE"), both departments of Johnson County, Kansas government (collectively, "Parties").

~~This MOU is intended to document the relationship between the Johnson County Library System and Johnson County Department of Health and Environment.~~

RECITALS

- A. JCL operates fourteen libraries.
- B. JCDHE has at-home Covid tests it wishes to distribute.
- C. The Parties wish to collaborate on the items below.

In consideration of the above and foregoing recitals, the mutual parties understand the following for January 2, 2024 – December 31, 2024. (Note: This MOU is contingent upon normal operations for both organizations.)

~~The Department of Health and Environment at the Central Resource Library (with potential to add branches)~~

~~September 2022 – December 2023~~

1. Space:

- a. JCL will provide use of appropriate study and conference rooms at the Central Resource Library for programs from JCDHE.
- b. JCL will provide space at all fourteen locations for patrons to pick up Covid tests on a first-come, first-served basis, while supplies last.

~~Space:~~

- ~~• Johnson County Library (JCL) will provide use of a study room at the Central Resource Library for a Community Health Worker/Tobacco Treatment Specialist from the Johnson County Department of Health and Environment (JCDHE) to meet one-on-one with residents from 10am–noon every Tuesday.~~
- ~~• JCL will provide table space for nurses from JCDHE to set up Blood Pressure Clinics on the 2nd Wednesday of each month from 10–11:30am.~~
- ~~• JCL will provide space at all fourteen locations for patrons to pick up Covid tests on a first-come, first-served basis, while supplies last.~~

2. Staffing and Resources:

- a. JCDHE is exclusively responsible for staffing their programs at the Library.
- b. JCL staff will act as on-site resources for questions JCDHE has about library space usage and requests.

- c. JCDHE will provide at-home Covid tests to fourteen Johnson County Libraries on a first-come, first-served basis, while supplies last. Distribution process will be developed and assessed jointly with JCDHE and JCL.

Staffing and Resources:

- ~~JCDHE will provide Community Health Worker/Tobacco Treatment Specialist to staff one-on-one Community Resource Connection Services/Tobacco Cessation Counseling every Tuesday from 1:00—3:00 pm at the Central Resource Library.~~
- ~~JCDHE will provide nurses to staff blood pressure clinics on the 2nd Wednesday of each month from 10—11:30 am.~~
- ~~JCDHE will provide at-home Covid tests to fourteen Johnson County Libraries on a first-come, first-served basis, while supplies last. Distribution process will be developed jointly with JCDHE and JCL.~~

3. Communication:

- a. JCL will feature JCDHE programs on their website and events calendar, in JCL's public program publication The Guide (published 3x per year), and in their social media channels as needed (both shared and original content).
- b. JCL will provide in-branch signage in the form of lobby boards or a-frames for timely promotion of JCDHE programs.
- c. JCDHE will cross-promote the partnership with JCL on their website, publications, and in their social media channels as needed.

Communication:

- ~~JCL will feature the Community Health Worker/Tobacco Treatment Specialist visits on their website and events calendar, in JCL's public program publication The Guide (published 3x per year), and in their social media channels as needed (both shared and original content).~~
- ~~JCL will provide in-branch signage in the form of lobby boards or a-frames for day-of promotion of Community Health hours and Blood Pressure Clinics.~~
- ~~JCDHE will cross-promote the partnership with JCL on their website, publications, and in their social media channels as needed.~~

Mitchell, Barbara, DHE, Community Health Division Director

DATE: _____

Betsey Lasister, DHE, Assistant County Counselor

DATE: _____

~~Foreman, Megan, DHE, Community Health Program Manager~~

Tricia Suellentrop, JCL, County Librarian

DATE: _____

To: Library Board of Directors

From: Tricia Suellentrop, County Librarian

Date: November 10, 2023

Re: Memorandum of Understanding with Elections: Information Only

Issue: Partnership with Johnson County Elections

Suggested Motion: Information Only

Background: Johnson County Library and Johnson County Elections first entered into a memorandum of understanding to provide meeting rooms for polling places in 2022. The MOU also included provisions for JCE to use JCL meeting rooms for trainings and other similar uses. Prior to 2022 JCL provided meeting rooms to JCE for polling places in an informal partnership. The 2024 MOU includes the addition of site agreements outlining the JCL locations to host polling sites and the agreement which outlines the dates, locations, and requirements of polling sites.

Analysis: The use of meeting room space is minimal and for a short periods of time. The Library feels strongly about supporting civic engagement in this way. No issues have arisen in the use of Library spaces over the years. Civic buildings like the Library remain the best choice for polling places because of the technology and accessibility requirements.

Funding Overview: Not applicable

Alternatives: Partner on an informal basis for 2024 calendar year or completely discontinue the partnership.

Recommendation: To approve the memorandum of understanding with Johnson County Election Office.

Purchasing Review: Not applicable

Budget Review: Not applicable

Legal Review: Reviewed by Counsel

2024 Memorandum of Understanding Johnson County Library & Johnson County Election Office

Purpose of Memorandum of Understanding

The purpose of this Memorandum of Understanding is to outline the partnership between Johnson County Library (JCL) and the Johnson County Election Office (JCE) for the year of ~~2024, 2023~~.

Responsibilities of Johnson County Library

COMMUNICATION:

- A. The Civic Engagement Librarian will serve as the primary contact for Johnson County Library to the Johnson County Election Office.
- B. JCL will print all voting related materials for free - including, but not limited to voter registration forms, advance voting applications, candidate research.
- C. JCL will consult the needs of JCE when planning future buildings, however accommodation cannot be guaranteed.

BALLOT DROP BOXES:

- A. Johnson County Library will continue to provide space outside of the following branches for ballot drop boxes:
 - i. Blue Valley Library
 - ii. Central Resource Library
 - iii. De Soto Library
 - iv. Gardner Library
 - v. Shawnee Library
 - vi. Spring Hill Library
- B. Ballot drop boxes will remain in place post-Election and will be covered by JCE with canvas covers.
- C. JCL will provide security cameras aimed at the drop boxes and access to security footage to Sheriff.
- D. Written requests for security footage may be made to JCL via the Physical Security Specialist and Civic Engagement Librarian.

Responsibilities of Johnson County Election Office

COMMUNICATION

- A. The Election Manager – Polling Places and Logistics will serve as the primary contact(s) for the Johnson County Election Office to the Johnson County Library.
- B. JCE will send reminders via mail to JCL Branch Managers at polling locations.
- C. JCE will provide digital copies of any relevant flyers to JCL prior to an election.

POLLING ~~SITES~~ LOCATIONS

- A. In the event of a special election JCE may request Library meeting rooms to serve as polling places depending on availability, upon written request to the Civic Engagement Librarian.

BALLOT DROP BOXES

- A. JCE will open and close ballot drop boxes at the beginning and end of advance voting.
- B. JCE will collect ballots daily.
- C. Ballot drop boxes will remain in place post-Election and will be covered by JCE with canvas covers during the off season.
- D. Ballot drop boxes will be maintained by JCE via County Facilities.

Poll Site Agreement

1. CONTACT INFORMATION:

- A. Blue Valley Library – 9000 W 151st St. Overland Park, KS 66221
 - i. Contact Name: Matt Hammes, Assistant Branch Manager
 - ii. Contact Phone: (913) 826-4362
 - iii. Contact Email: hammesm@jocolibrary.org
- B. Cedar Roe Library – 5120 Cedar St. Roeland Park, KS 66205
 - i. Contact Name: Anna Madrigal, Branch Manager
 - ii. Contact Phone: (913) 826-4661
 - iii. Contact Email: madrigala@jocolibrary.org
- C. Central Resource Library – 9875 W 87th St. Overland Park, KS 66212
 - i. Contact Name: Deveron Tillotson, Assistant Branch Manager
 - ii. Contact Phone: (913) 826-4480
 - iii. Contact Email: tillotsond@jocolibrary.org
- D. Corinth Library – 8100 Mission Rd. Prairie Village, KS 66208
 - i. Contact Name: Portia Montoy, Assistant Branch Manager
 - ii. Contact Phone: (913) 826-64214
 - iii. Contact Email: montoypp@jocolibrary.org
- E. Monticello Library – 22435 W. 66th St. Shawnee, KS 66226
 - i. Contact Name: Nate Hohl, Assistant Branch Manager
 - ii. Contact Phone: (913) 826-4771
 - iii. Contact Email: hohlN@jocolibrary.org
- F. Oak Park Library – 9500 Bluejacket St. Overland Park, KS 66214
 - i. Contact Name: Lisa Jordan
 - ii. Contact Phone: (913) 826-4481
 - iii. Contact Email: jordanl@jocogov.org
- G. Shawnee Library - 13811 Johnson Dr. Shawnee, KS 66216
 - i. Contact Name: Anna Madrigal
 - ii. Contact Phone: (913) 826-4661
 - iii. Contact Email: madrigala@jocolibrary.org

2. PREMISES:

- A. For the 2024 elections in subsections B, C, D & E subject to the terms and conditions set forth, I agree to allow the Election Office to occupy and use the facility stated in Section 1 during the times set out in Section 3, in addition to parking areas and facilities normally used for these premises:
- B. August Primary, and November General Election Locations:
 - i. Shawnee Library – Large Meeting Room
- C. Presidential Primary, August Primary, and November General Election Locations:
 - i. Blue Valley Library – Large Meeting Room
 - ii. Cedar Roe Library – Large Meeting Room
 - iii. Central Resource Library – Carmack Community Room
 - iv. Corinth Library – Large Meeting Room
 - v. Monticello Library – Large Meeting Room
 - vi. Oak Park Library – Large Meeting Room (60 person)
- D. Advance Voting - Presidential Primary, August Primary, and November General Election Locations:
 - i. Monticello Library
- E. Advance Voting - August Primary, and November General Election Locations:
 - i. Central Resource Library – Carmack Community Room
 - ii. Oak Park Library – Large Meeting Room (60 person)

Commented [FAJ1]: Everything beyond this heading is new material and language for review.

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3. DATES & TIMES OF USE:

The Election Office may use the Premises solely for the purpose described in Section 3, during the election timeframe, as described:

- A. Advance Voting Schedule
 - i. M-F 8:00 am to 8:00 pm; Polls open 9 am – 7 pm
 - ii. Saturday 8:00 am to 4:00 pm; Polls open 9 am – 3 pm
- B. Monticello Advance Voting Dates
 - i. March 7 & 20, 2024: from 8:00 am to 5:00 pm, for set-up and tear-down;
 - ii. March 9 – March 16, excluding Sundays for Advance Voting: from 8:00 am to 8:00 pm M-F, and 8:00 am – 4:00 pm Saturdays
 - iii. July 17 & August 7, 2024: from 8:00 am to 5:00 pm, for set-up and tear-down;
 - iv. July 20 – August 3, excluding Sundays for Advance Voting
 - v. October 16 & November 6, 2024: from 8:00 am to 5:00 pm, for set-up and tear-down;
 - vi. October 19 - November 2, 2024, excluding Sundays for Advance Voting: from 8:00 am to 8:00 pm M-F, and 8:00 am – 4:00 pm Saturdays
- C. Central Resource Library & Oak Park Library Advance Voting Dates
 - i. July 25 & August 7, 2024: from 8:00 am to 5:00 pm, for set-up and tear-down;
 - ii. July 27 – August 3, excluding Sundays for Advance Voting: from 8:00 am to 8:00 pm M-F, and 8:00 am – 4:00 pm Saturdays
 - iii. October 24 & November 6, 2024: from 8:00 am to 5:00 pm, for set-up and tear-down;
 - iv. October 26 - November 2, 2024, excluding Sundays for Advance Voting
- D. Presidential Primary
 - i. March 18 & 20, 2024: from 8:00 am to 5:00 pm, for set-up and tear-down;
 - ii. March 19, 2024: from 6:00 am to 8:00 pm for Election Day voting;
- E. Primary Election
 - i. August 5 & August 7, 2024: from 8:00 am to 5:00 pm, for set-up and tear-down;
 - ii. August 6, 2024: from 6:00 am to 8:00 pm for Election Day voting;
- F. General Election
 - i. November 4 & 6, 2024: from 8:00 am to 5:00 pm, for set up and tear down;
 - ii. November 5, 2024: from 5:00 am to 8:00 pm for Election Day voting.

4. COMPLIANCE WITH LAWS:

- A. Both parties agree that use of the Premises is subject to all applicable federal, state, and local laws, regulations, codes, ordinances, and guidelines.
- B. Americans with Disabilities Act: the Facility acknowledges that the Election Office's use of the Premises is subject to the ADA and state and local laws regarding disabilities. The Facility will not prohibit appropriate access and agrees that the Election Office may provide temporary alterations.
- C. Electioneering is prohibited.
 - i. No campaign, candidate, or issue-related signs or materials will be posted or visible to voters during poll hours.
 - ii. All staff, visitors, and voters who are present during voting hours must comply with state electioneering laws. Electioneering laws prohibit, among other things, wearing hats, buttons clothes that advocate for or against a candidate or question on the ballot.

5. SIGNS:

- A. The Facility agrees that the Election Office may remove any signs which, in its estimation, violate federal or state election laws, including any signs which may constitute electioneering.
- B. Candidate or ballot question signs placed within 250 feet from a voter entrance will be removed by Johnson County election workers. The Facility also agrees that it will remove, or allow the Election Office staff to remove, any signs from its premises that are visible to the public and that pertain to voting issues beginning the Friday prior to the election, until the day following Election Day.

6. DUTIES OF THE PARTIES:

A. The Facility will:

- i. Assure that all voting equipment and supplies will be kept in a secure, limited-access or agreed-upon location, both prior to the election and after the polls are open for voting, and will provide the Election Office with access to secure its equipment and supplies from the time they are delivered to the Facility through the end of election day. Storage Location:
- ii. Make the Facility available in clean and secure condition and maintain such for the duration of the conduct of the elections and this Agreement;
- iii. Assure that the Election Office and the public will have uninterrupted access to the Premises for voting purposes on Election Day. Due to the nature and requirements of a polling place, the Facility will not cause any interruption to the elections during the term of this Agreement. This includes, but is not limited to, closure, practice drills, construction, remodeling, or cleaning on the Premises or any area that would affect access to the Premises, including parking. PROVIDED, however, the safety of the occupants is of the utmost importance, and in case of emergency, the parties will work together to assure the safety of the occupants.
- iv. Maintain electrical, water, and general utilities;
- v. Provide shelter for voters and election workers in case of severe weather.

B. The Election Office will:

- i. At the conclusion of the Agreement, return the Premises to as good condition as received, ordinary and reasonable wear and tear excepted; and
- ii. Pay for damages to the furnishings or other property caused by the Election Office or its guests or invitees.

7. NO ASSIGNMENT; LIMIT ON USE: The Election Office will use the Facility and Premises only for the purpose of conducting an election.

8. CANCELLATION: Due to publication requirements for poll sites, the Election Office must be able to rely on the use of the Facility without schedule change or cancellations. The Election Office must receive any request for cancellation of use of the Facility no less than one-hundred twenty (120) days prior to the scheduled use of the Facility.

9. VENUE AND JURISDICTION: The parties agree that jurisdiction and venue for any legal matter arising out of this Agreement shall be in the District Court of Johnson County, Kansas.

Tricia Suellentrop
County Librarian

Frederick L. Sherman
Election Commissioner

Signature

Johnson County Library

Signature

Johnson County Election Office

Briefing Sheet

To: Johnson County Library Board
From: Johnson County Library Foundation
Date: November 9, 2023
RE: Closure of Central Resource Library for Library Lets Loose; September 21, 2024

Issue: Consider closing the Central Resource Library on Saturday, September 21, 2024 at 2:00 pm, for the purpose the annual Library Lets Loose fundraising event.

Background:

The Johnson County Library Foundation would like to hold its in person fundraiser, Library Lets Loose, at the Central Resource Library. In order to set-up and host the event, the Foundation would like to request permission to close the building to the public on Saturday, September 21, 2024 at 2:00 pm. Communication will be provided to staff and patrons well in advance of this date to minimize disruption. Patrons will be rerouted to branches in close proximity to the Central Resource Library.

Alternatives: No alternative date or location has been developed.

Recommendation: We recommend the Library Board approve the closing of the Central Resource Library on September 21, 2024 at 2:00 pm.

Suggested Motion: This item is being presented to the Library Board for information purposes only this month. Action will be requested at an upcoming Library Board meeting.

To: Johnson County Library Board of Directors

From: Tricia Suellentrop, County Librarian

Date: November 9, 2023

Re: Shawnee: Work Order Authorization Approval and Request for Temporary Closure for planned CRP work

Issue: Consider approving two items related to planned Capital Replacement Program (CRP) work at the Shawnee Library.

Suggested Motions: This item is being presented to the Library Board for information purposes only this month. Action will be requested at an upcoming Library Board meeting.

Background: The purpose of the CRP is to investigate and evaluate the condition of major building components and systems in Library facilities, establish a repair/replacement schedule for those components, and implement the projects. This systematic approach allows the ongoing care and maintenance of existing assets to be prioritized in a holistic manner. The CRP ensures that the useful life of Library buildings is maximized.

Work planned for Shawnee includes HVAC and security upgrades, restroom remodel, ADA improvements, shelving replacement, carpeting replacement, exterior building signage, and other interior improvements.

Analysis: The work at Shawnee is anticipated to last approximately 4-6 months. Due to the nature of the work, much of which will be disruptive to library activities, we are recommending that the building be closed to the public during this time. The Shawnee staff will be temporarily reassigned to other locations during the closure. At this point we anticipate work at Shawnee being completed in advance of the summer season and depending on material lead time, construction scheduling, and the potential for unforeseen conditions, the timeline could change. We will keep the Board informed of progress.

- **Considerations:**

- *Condition and lifespan of existing building systems.* The building's mechanical systems are at the end of their functional life and scheduled for replacement. This work has moved to the right on the timeline due to the postponement of CRP work at Oak Park and further delay is not recommended.
- *Timeline of other capital work that would draw the same staff subject matter expertise.* Performing this work in the first half of 2024 gets this project completed prior to beginning work on the De Soto / Spring Hill Renovation and other projects, making efficient use of staff time. While there is some overlap in staff who will be involved in Merriam Plaza and Shawnee, the impact is manageable. *Programming.* Staff are prepared to pivot and offer a selection of programs at other nearby locations during the closure.
- *Overlap of Antioch closure.* There will be a period of overlap between Antioch and Shawnee closures, before Merriam Plaza opens. This would temporarily limit library options in the north. Patrons would be encouraged to use other libraries in the service areas, such as Lenexa City Center, Central, Cedar Roe, and Monticello. We anticipate Merriam Plaza opening before Shawnee's work is completed.
- *Time of year and library visits.* Shawnee's visitation rises in the summer months by an average of 40% (looking at 2017-2023 year to date). Targeting winter and spring months for the majority of this work avoids the period of highest visitation

Briefing Sheet

and allows us and our Facilities partners to ensure the building is kept in healthy condition.

Budget Review: This work is funded from approved CRP funds.

Legal Review: Library legal counsel will approve the Contract and Work Order Authorization as to form when available.

Alternatives: 1) Not approve the work order authorization or temporary closure.

Recommendation: None at this time.

Suggested Motions: This item is being presented to the Library Board for information purposes only this month. Action will be requested at an upcoming Library Board meeting.