

Board Report August 11, 2016 IF YOU REQUIRE ANY ACCOMMODATION (I.E. QUALIFIED INTERPRETER, HEARING ASSISTANCE, ETC) IN ORDER TO ATTEND THIS MEETING, PLEASE NOTIFY THE CENTRAL RESOURCE LIBRARY AT (913) 826-4600 NO LATER THAN 48 HOURS PRIOR TO THE SCHEDULED COMMENCEMENT OF THE MEETING.

<u>AGENDA</u>

JOHNSON COUNTY LIBRARY BOARD OF DIRECTORS REGULAR MEETING, AUGUST 11, 2016 CENTRAL RESOURCE LIBRARY CARMACK MEETING ROOM 4:00 P.M.

l.	Call to Order	
II.	Citizen Comments	
III.	Remarks A. Members of the Johnson County Library Board of Directors B. Pam Robinson, Board Chair C. Friends of the Library, Kate Kaltenbach D. Susan Mong, Executive Director, Johnson County Library Foundation E. Jim Allen, Liaison, Board of County Commissioners	
IV.	 Reports A. Board Counsel – Fred Logan 1. Approval of Addendum to Property Conveyance Agreement on the Lenexa City Center Library; review of solution on parking, vehicular drop-off and holds pick-up	14 42
	c) Strategic Plan 2 nd quarter update – Tricia Suellentrop 3. Comprehensive Library Master Plan a) Materials Handling Study update – Michelle Olsen b) Lenexa City Center branch update – Scott Sime c) Monticello update – Scott Sime 4. Updates – Sean Casserley a) Annual retreat summary – Sean Casserley b) Budget public hearing update – Sean Casserley	71 74
	c) Events calendar – Sean Casserley d) Spring Hill update – Sean Casserley	.158
V.	Consent Agenda A. Action Items: 1. Minutes of the July 14, 2016 Library Board meeting	.159

	B. Information Items	
	Summary of New and/or Renewed Contracts	168
	2. Financial and Personnel	
	a) The County Librarian and the Finance Director certify	
	those payment vouchers and personnel authorizations for	
	June 2016 were handled in accordance with library and	
	County policy. b) The June 2016 Revenue and Expenditure reports	
	produced from the County's financial system reflect the Librar	v'e
	revenues and expenditures	y S
	Tovoridos dina experianteres	
	C. Gift Fund Report	
	1. Treasurer's Report	169
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VI.	Old Business	Librani
	Consideration of approval of the updated MOU with the Johnson County Foundation	
	1 outidation	170
VII.	New Business	
v	A. Consideration of approval of the resurfacing of the Central Library parkin	g lot in the
	amount of \$161,000.00	•
VIII. A	Adjournment	

ADDENDUM TO PROPERTY CONVEYANCE AGREEMENT

THIS ADDENDUM TO PROPERTY CONVEYANCE AGREEMENT (the "ADDENDUM") is made as of this 16th day of August, 2016 (the "Effective Date"), by and between THE BOARD OF DIRECTORS OF THE JOHNSON COUNTY LIBRARY ("JCL") and CITY OF LENEXA, KANSAS ("City"). Collectively, JCL and the City are referred to as the "Parties".

RECITALS:

WHEREAS, City and JCL are parties to that certain Property Conveyance Agreement between JCL and the City with an Effective Date of April 19, 2016 (the "Property Conveyance Agreement"); and

WHEREAS, the City is the owner of that certain property which is the subject of the Property Conveyance Agreement and the subject of this Addendum and comprising approximately 0.5 acres, more or less, legally described on **Exhibit 1** (the "**Property**") and located west of Penrose St. and south of 87th St. Pkwy, within the Lenexa City Center development; and

WHEREAS, JCL desires to acquire and develop a new library facility in Lenexa as a possible enhancement of existing library services; and

WHEREAS, City desires to grant and convey the Property to JCL for the purpose of constructing such a facility, subject to and upon the terms and conditions set forth in the Property Conveyance Agreement and this Addendum; and

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

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

- 1. Amendments to Section 1 of the Property Conveyance Agreement. The Parties agree that the following sections of the Property Conveyance Agreement are replaced and amended to read as follows:
- 1.4 The parties agree that the legal description of the Property for conveyance purposes shall conform to the legal descriptions as accepted by the City and JCL on the Property Survey prepared in accordance with **Section 3.2**, or to revised legal descriptions that are prepared pursuant to a revised Property Survey in accordance with that section to correct any discrepancies that are discovered in the original Property Survey, subject to adjustment for dedicated right of way and appurtenances upon terms reasonably acceptable to JCL and the City.
- 1.6 The parties acknowledge that the City's contractor has been utilizing the Property as a construction staging area. Unless otherwise agreed to in writing by both Parties, in order to afford JCL the opportunity to perform geotechnical tests, including soil

tests and borings, on the Property prior to final plan development for construction, the City shall clean and grade the Property at its sole expense no later than December 31, 2016, in accordance with the grading plans attached as Exhibit C to the Property Conveyance Agreement. JCL shall be given access to the Property by the City for the purpose of conducting such tests.

- 1.7 JCL will utilize shared parking in the Civic Garage to satisfy the daily parking needs of JCL's library branch facility. The Parties have agreed on the form of an Agreement for Shared Parking and Property Maintenance (the 'Shared Parking Agreement"), a copy of which is attached as Exhibit 2, and the terms of which are incorporated by reference in this Addendum. Among other things, the Parties have agreed in the Shared Parking Agreement that so long as JCL uses the Civic Garage, it shall annually pay a fee to contribute to the maintenance of the Civic Garage (the "Maintenance Fee"); the annual Maintenance Fee shall be strictly for the actual costs of maintenance and not for construction or re-construction costs. As further set forth in the Shared Parking Agreement, the Maintenance Fee to be paid in each of the first five years from the date upon which JCL's library branch facility is opened shall be in the sum of \$15,750; the Parties will annually renegotiate the Maintenance Fee thereafter but in the five years following the first five years, the Maintenance Fee may not be increased by more than five percent (5%) in any given year.
- 1.8 An updated Detail Project Timeline is attached to this Addendum as Exhibit3.
- 2. New Provisions that Are Supplemental to Section 1 of the Property Conveyance Agreement. The Parties agree that Section 1 of the Property Conveyance Agreement shall be supplemented by adding the following new provisions:
- **1.9** JCL has agreed that, contingent only upon construction of the new library branch facility on the Property, the name of the facility shall be the "Lenexa City Center Library."
- 1.10 JCL has made clear to the City the critical need for a "drive-through" lane in the Civic Garage for patrons, while in their vehicles, to be able to pick up library materials reserved for them under holds and to return library materials and books. The Parties have accordingly agreed that JCL shall have a license, at its sole expense, to construct, maintain, and operate a vehicular holds pickup and book return lane and associated facilities, including conveyance equipment (the Library Lane and Kiosk) in the approximate area shown on the diagram attached as Exhibit 4 (the "Licensed Space"). The Library Lane and Kiosk and associated facilities are further depicted and explained in Exhibits 4-1 through 4-6 following the diagram attached as Exhibit 4. The Parties agree that JCL will fully develop the plans for the Library Lane and Kiosk Area and the precise location of the Licensed Space when it prepares plans for the library branch facility. Once those plans are fully developed, the Parties shall enter into a license agreement or, if required for purposes of JCL's financing, a long-term lease, for the specific Licensed Space on terms consistent with those set forth in this Addendum.

- (a) The City agrees that the City Center design guidelines shall not apply to the Library Lane and Kiosk and associated facilities, including any conveyance equipment.
- (b) JCL shall submit its plans for the Library Lane and Kiosk to the City for approval, but only for aesthetic purposes, and not for the purpose of determining whether the Library Lane and Kiosk will be permitted in the Civic Garage. JCL acknowledges that the City has asked that the Library Lane and Kiosk be aesthetically compatible with the civic campus, with the understanding "that it might be colorful and somewhat whimsical."
- (c) In order to facilitate vehicular traffic in the Civic Garage on Saturday mornings during the City's planned Farmer's Market events, JCL agrees that vehicular holds pickups shall be prohibited during that time and only vehicular book and materials returns shall be permitted.
- (d) As provided in section 4 of the Shared Parking Agreement, the Parties have agreed that they shall each be responsible for maintaining liability insurance for the Civic Garage as is standard for their own business usage. JCL specifically agrees that it shall insure against damage to the Library Lane and Kiosk and associated facilities, including conveyance equipment. JCL shall be solely responsible for the cost of constructing, maintaining, and repairing the Library Lane and Kiosk and associated facilities, including conveyance equipment. JCL releases the City from responsibility for any and all damage to the Library Lane and Kiosk and associated facilities, including conveyance equipment, caused by vehicles or pedestrians in the Civic Garage or by the City's efforts to maintain the Civic Garage, as, for example, in the instance of power-washing the Civic Garage floors.
- (e) The license granted by the City to JCL in this section 1.10 shall continue in force and effect for so long as JCL uses the Licensed Space to operate the Library Lane and Kiosk and for so long as it operates a branch library facility on the Property. In the event that JCL ceases to use the Library Lane and Kiosk for the purpose of allowing either vehicular holds pickups or book or materials returns, or in the event that JCL ceases to operate a branch library facility on the Property, JCL agrees to remove the Library Lane and Kiosk and all associated facilities, including conveyance equipment, from the Licensed Space at its sole expense. In such event, the license granted by the City to JCL shall terminate and the Licensed Space shall revert to the City.
- 1.11 The Parties agree that the City shall convey to JCL by way of donation additional property (the "Additional Property") at the northwest corner of the Property in the approximate location shown on the diagram attached as **Exhibit 5**. The Additional Property to be conveyed by the City to JCL shall in no event exceed 370 square feet. The City agrees to convey the Additional Property to JCL to facilitate, among other things, the construction of an entry vestibule and additional areas that will allow for the free flow of pedestrians from the garage and the upper plaza level into the area of the library branch

facility in which vertical circulation will occur. The Parties agree that the Additional Property will be specifically identified and legally described when JCL's plans have been completed. The City shall convey the Additional Property to JCL at Closing. The Parties agree to cooperate and work together on signage for the branch library facility at this location.

- 1.12 The Parties agree that JCL shall have one designated parking space at the Civic Garage for a courier van, in the location shown on the diagram attached as **Exhibit** 6. The Parties agree that there will otherwise be no reserved JCL parking spaces at the Civic Garage. As agreed in the Shared Parking Agreement, however, the City will ensure that there will always be adequate parking at the Civic Garage for JCL staff.
- 1.13 JCL agrees that prior to commencement of construction on the Property, it will construct a solid plywood wall around the construction site, similar to those seen in typical urban or downtown construction sites, and will maintain the wall during construction. JCL will work with the City's Community Development and Communications Departments on messages or communications on the wall that might build interest in the new library branch facility. The City acknowledges that there will be times during construction when JCL will need to have access to areas outside the bounds of construction and the limits of the Property and agrees to work with JCL to coordinate and allow such access as needed in a safe and controlled manner.
- 3. JCL's Agreement to Proceed with the Transaction under Section 2 of the Property Conveyance Agreement. Pursuant to Section 2 of the Property Conveyance Agreement, JCL has completed its Studies and agrees to proceed with the transaction, subject only to (i) the performance of successful geotechnical tests, including soil tests and borings, once the Property has been graded by the City; (ii) the Conditions Precedent, as defined in Section 4 of the Property Conveyance Agreement, including JCL receiving all applicable planning and zoning approvals from the City; and (iii) the Permitted Exceptions. JCL waives all other Studies under Section 2 of the Property Conveyance Agreement.
- 3. Amendment to Section 5 of the Property Conveyance Agreement. The Parties agree that Section 5.1 of the Property Conveyance Agreement is replaced and amended to read as follows:
- **5.1** Closing Date. The consummation of the transfer of title to the Property (the "Closing" shall take place at the offices of an escrow agent acceptable to both JCL and the City (the "Escrow Agent") on a date agreed to by the Parties within thirty (30) days of JCL receiving all applicable planning and zoning approvals from the City (the "Closing Date"). Possession of the Property shall be granted by City to JCL on the Closing Date.
- 4. Terms of Property Conveyance Agreement Otherwise Reaffirmed. Except as otherwise set forth in this Addendum, the Parties agree and reaffirm that all the remaining terms of the Property Conveyance Agreement remain in full force and effect.

- 5. This Addendum and the Property Conveyance Agreement to Be Recorded; Agreements in this Addendum Survive Closing. The Parties agree that this Addendum and the Property Conveyance Agreement shall be recorded. The agreements made in this Addendum shall survive Closing and shall continue in force and effect until released by written agreement of the Parties or until JCL is no longer operating a branch library facility on the Property.
- 6. Approval of this Addendum by JCL and the City; Ratification and Approval by the Board of County Commissioners. The obligation of the Parties to proceed with this transaction is contingent on the approval of this Addendum by JCL on August 11, 2016, and the City on August 16, 2016, and on the ratification and approval of the Addendum by the Board of County Commissioners of Johnson County, Kansas, as required by K.S.A. 12-1223. JCL shall immediately submit the Addendum to the Board of County Commissioners for ratification and approval after the City has approved it.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth below their respective signatures.

[Signature pages follow]

	CITY:
	CITY OF LENEXA, KANSAS
	By: Michael A. Boehm, Mayor
Attest:	Federal Taxpayer Identification No.: 486085044
David F. Bryant, III, City Clerk	
Approved As To Form:	
Cynthia L. Harmison, City Attorney	
ACKNO	DWLEDGMENT
STATE OF KANSAS))ss. COUNTY OF JOHNSON)	
acknowledged himself to be Mayor of the	6 before me appeared Michael A. Boehm, who ne City of Lenexa, Kansas, and that he, as such the foregoing instrument for the purposes therein
In Witness Whereof, I hereunto se	et my hand and official seal.
	Notary Public
My Commission Expires:	•

BOARD OF DIRECTORS OF THE JOHNSON COUNTY LIBRARY Pamela Robinson Chair Federal Taxpayer Identification No.:48-6034760 Approved As To Form: Fred J. Logan, Jr., Counsel for the Board of Directors of the Johnson County Library **ACKNOWLEDGMENT** STATE OF KANSAS) SS. COUNTY OF JOHNSON) On this 11th day of August, 2016 before me appeared Pamela Robinson, who acknowledged herself to be Chair of the Board of Directors of the Johnson County Library, and that she, as such and being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of said entity.

JCL:

Notary Public

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

My Commission Expires: _____

EXHIBIT 1 LEGAL DESCRIPTION OF THE PROPERTY

A tract of land being part of Lot 5 of CITY CENTER LENEXA FIFTH PLAT, a subdivision in the City of Lenexa, Johnson County, Kansas.

Beginning at the South East corner of said Lot 5; thence South 75°48'01" West, along the South line of said Lot 5, a distance of 17.56 feet, to a point of curvature; thence Westerly and Southwesterly, continuing along said South line, and along a curve to the left, having a radius of 590.00 feet, and a central angle of 12°47'50", a distance of 131.78 feet; thence North 33°50'48" West, departing said South line, a distance of 134.75 feet; thence North 55°48'13" East, a distance of 32.51 feet; thence North 08°32'23" West, a distance of 8.48 feet; thence North 72°07'25" East, a distance of 48.40 feet; thence South 17°52'35" East, a distance of 10.29 feet; thence North 81°28'02" East, a distance of 127.03 feet, to a point on a non-tangent curve, said point also being on the East line of said Lot 5; thence Southerly and Southeasterly, along said East line, and along a curve to the left, having a radius of 695.00 feet, and a central angle of 09°18'54", and whose initial tangent bearing is South 02°49'20" East, a distance of 112.99 feet, to the Point of Beginning, containing 22,706.84 square feet or 0.52 acres, more or less.

EXHIBIT 2 FORM OF SHARED PARKING AGREEMENT

AGREEMENT FOR SHARED PARKING AND PROPERTY MAINTENANCE

This Agreement for Shared Parking and Property Maintenance (the "Shared Parking Agreement") is entered into this _____ day of ______, 2016, by and between the City of Lenexa, Kansas, a Kansas municipal corporation ("CITY") and the Board of Directors of Johnson County Library, Johnson County, Kansas, a quasimunicipal corporation organized under the laws of the state of Kansas ("JCL") (collectively, the CITY and JCL are referred to as the "Parties").

RECITALS

WHEREAS, Lenexa City Center is a development located at the intersection of 87th Street Parkway and Renner Blvd. consisting of a mixing of retail, office, residential and institutional uses, incorporating on-street and structured parking, minimal street setbacks and encouraging walkability; and

WHEREAS, the CITY is constructing a Civic Center development on property it owns south of 87th Street Parkway and west of Penrose Lane within the Lenexa City Center which consists of a multi-use facility including two individual buildings with shared plaza containing internal and external recreational, cultural, social and civic components and an associated parking structure (the "Civic Garage"). The Civic Garage is legally described on **Exhibit A**, attached hereto and incorporated herein by reference. The building to the east, adjacent to Penrose Lane, will include CITY offices, an auditorium/Council Chamber, lobby/pre-function and art gallery space, a public market and possible university or other quasi-public tenants (the "Civic Building") and the building to the west will include an indoor aquatic and recreational facility (the "Recreation Center"); and

WHEREAS, the City is constructing the Civic Garage based on a model parking study that contemplates a shared parking between the Civic Building, the Recreation Center, a library facility to maximize efficiencies recognizing the compatible and complementary occupancies generated from the mixing of uses and the parking demand patterns of the various uses; and

WHEREAS, the CITY intends to grant and convey to JCL approximately 0.5 acres located within the Lenexa City Center which property is legally described on **Exhibit B** attached hereto and incorporated herein by reference (the "Library Property") for JCL to develop a new library facility in Lenexa as an enhancement of its existing library services (the "Library Facility"); and

WHEREAS, the Library Property is located east of and adjacent to the Civic Garage; and

WHEREAS, the CITY and JCL entered into a Memorandum of Understanding dated December 15, 2015 (the "MOU") which memorializes the parties intentions with

respect to the Library Property and the Library Facility and which MOU is incorporated herein by reference; and

WHEREAS, on April 19, 2016, the Parties entered into a Property Conveyance Agreement (the "Property Conveyance Agreement") setting forth the terms and conditions whereby the City shall convey the Library Property to JCL and which Property Conveyance Agreement is incorporated herein by reference; and

WHEREAS, the Parties have entered into an Addendum to that Property Conveyance Agreement (the Addendum), with an Effective Date of August 16, 2016, amending and supplementing the terms of the Property Conveyance Agreement.

WHEREAS, the MOU, Property Conveyance Agreement, and Addendum contemplate that JCL will utilize shared parking in the Civic Garage to satisfy the daily parking needs of the Library Facility and provide that the Parties will enter into a separate parking agreement to address the terms under which JCL will participate in an annual payment to assist with the maintenance of the Civic Garage; and

WHEREAS, the Parties desire to enter into this Shared Parking Agreement setting forth the terms and conditions of the shared parking arrangement.

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

- 1. <u>Use of Civic Garage</u>. Commencing on the date JCL receives a certificate of occupancy or temporary certificate of occupancy (TCO), whichever is earliest (the "Effective Date"), JCL shall have non-exclusive use of the Civic Garage seven days a week for use by its employees and patrons of the Facility. There shall be no limitation on the hours during which JCL employees may make use of the Civic Garage. The parking model upon which the shared parking arrangement is based contemplates approximately 105 parking stalls available for the Facility (the "JCL Parking"), recognizing that these may increase or decrease slightly on any given day.
 - a. JCL employees are not required to, but will be encouraged to, utilize the top level of the Civic Garage as much as possible thereby leaving the covered parking stalls and lower levels available for patrons. There shall be no parking stalls specifically reserved for JCL employees. The City will ensure, however, that there will always be adequate parking at the Civic Garage for JCL employees.
 - b. The City reserves the right to reserve or otherwise restrict certain parking stalls within the Civic Garage as it deems advisable, including a limited number of parking stalls on Saturday mornings for the Farmer's Market vendors.
 - c. The Parties agree that in accordance with the CITY Code, the CITY may tow, at an owner's expense, vehicles improperly parked or abandoned in the Civic Garage.

- 2. <u>Civic Garage Maintenance</u>. The City shall provide utilities to and routine maintenance of the Civic Garage which includes snow removal, trash removal, periodic sweeping, minor asphalt repair, annually spraying the structure to remove salt, sand and debris (the "Civic Garage Maintenance"). The Civic Garage Maintenance shall be provided in a manner that provides standard upkeep and appearance without serious defect.
- Annual Maintenance Fee. JCL shall make an annual payment to the City, which
 represents JCL's proportionate share (based on 105 parking spaces) of the City's
 costs associated in providing the Civic Garage Maintenance (the "Maintenance
 Fee").
 - a. The Maintenance Fee shall commence with the first payment due within thirty (30) days after the Effective Date and shall be paid annually thereafter.
 - b. The CITY's decision to donate the Library Property to JCL was conditioned upon JCL's agreement to construct and operate a Library Facility as the CITY determined that this was beneficial to the Civic Center. Recognizing the partnership between JCL and the CITY in this development project and the benefits received by each Party, the Maintenance Fee included herein is discounted from what the City would charge a "for-profit" user or any subsequent owner of the Library Facility that is no longer using the Library Facility for public library uses.
 - c. After five (5) years from the Effective Date and every five (5) years thereafter, the Parties agree to revisit the amount of the Maintenance Fee to increase or decrease the amount as appropriate based upon the CITY's actual costs incurred. The annual Maintenance Fee shall be strictly for the actual costs of maintenance and not for construction or re-construction costs. The Maintenance Fee to be paid in each of the first five years from the date upon which JCL's library branch facility is opened shall be in the sum of \$15,750; the Maintenance Fee for the five years following the first five years may not be increased by more than five percent (5%) in any given year.
- 4. <u>Library Property Maintenance</u>. The Library Property contains areas outside the Library Facility's exterior that shall be maintained consistent with the guidelines for the rest of Lenexa Civic Center.
 - a. JCL shall pay the initial capital investment to improve the real property and construct improvements situated outside the Library Facility's south property line up to the back of the curb of the north side of 88th Terrace (the "88th Terrace Adjoining Area"). The City shall pay the initial capital investment to improve the real property and construct improvements situated to the east, outside the Library Property line up to Penrose (the "Penrose Adjoining Area").

- b. The City shall maintain the 88th Terrace Adjoining Area and the Penrose Adjoining Area (together the "Adjoining Area"). The Adjoining Area does not include the area between any public street back of curb adjacent to the Library Property and the edge of the sidewalk running parallel thereto, including the sidewalk, even if such sidewalk is located outside of the dedicated right of way (the "Amenity Zone"). The Lenexa City Center Master Association (the "Master Association"), as set forth in the "Master Declaration for City Center Lenexa Protective Covenants, Conditions, Restrictions and Easements" dated April 15, 2014, shall maintain the Amenity Zones adjacent to the Library Property.
- c. The Adjoining Area maintenance by the City includes cleaning, upkeep, snow and trash removal, and any other standard maintenance items necessary to keep the Adjoining Area consistent with City guidelines for the rest of the Lenexa City Center (the "Adjoining Area Maintenance"). The Adjoining Area Maintenance does not include repairs resulting from vandalism, graffiti, or damage to these areas. The City may employ the Master Association to perform Adjoining Area Maintenance. JCL shall pay a reasonable quarterly fee for the Adjoining Area Maintenance (the "Adjoining Area Fee"). The City shall base the Adjoining Area Fee on the City's actual costs incurred for the Adjoining Area Maintenance.
- 5. <u>Utilities</u>. The Adjoining Area and Amenity Zone require utilities, which may include but are not limited to water, electrical, irrigation, and gas services (the "Utilities"). The City shall permit JCL to connect these Utility lines to the City's existing utility lines for the Lenexa City Center.
 - a. JCL shall pay the initial capital investment for the Utilities installation, connection and construction on the 88th Terrace Adjoining Area. The Library shall pay a reasonable quarterly fee to the City for the Utilities usage on the 88th Terrace Adjoining Area (the "Utilities Fee"). The City shall base the Utilities Fee on actual usage and costs incurred on the Utilities for the 88th Terrace Adjoining Area.
 - b. The City shall pay the initial capital investment for the Utilities installation and construction on the Penrose Adjoining Area and Amenity Zones. The City also shall pay for Utilities usage on the Penrose Exterior and Amenity Zones.
- 6. <u>Insurance</u>. The Parties shall each maintain liability insurance for the Civic Garage as is standard for their own business usage. Neither party shall have any liability to the other for any damage, theft, injury or other loss incurred by its, its employees or its patrons use of the Civic Garage.

- 7. <u>Termination</u>. This Shared Parking Agreement may be terminated by either party in the event of a material default upon thirty days prior written notice providing the defaulting party fourteen (14) days to cure such default, or such longer period if reasonably necessary.
- 8. <u>Cooperation</u>. The parties agree to cooperate and work together in good faith to effectuate the purpose of this Shared Parking Agreement. The Parties agree to utilize their best efforts to share the Civic Garage without disrupting the other party and to communicate and meet as necessary to address and facilitate solutions to any problems that might arise as a result of the shared parking arrangement.

9. General Provisions.

- a. Recitals. The recitals set forth above are incorporated herein by reference and made a part of this Shared Parking Agreement.
- b. Assignment. This Shared Parking Agreement is personal to JCL and if the Library Property is subsequently conveyed by JCL to another entity, this Shared Parking Agreement may not be assigned without the City's written consent and would likely be modified based upon the assignee's use of the Library Property.
- c. Amendments. This Shared Parking Agreement may only be modified or amended by written instrument executed by the Parties required to consent to such amendment.
- d. Governing Law. This Shared Parking Agreement is governed by and construed under the laws of the state of Kansas.
- e. Authority. The signatories to this Shared Parking Agreement represent and covenant that each of them is fully authorized to enter into and execute this Shared Parking Agreement on behalf of the above named party.
- f. Third Party Beneficiaries. Nothing in this Shared Parking Agreement shall be construed to confer upon any other party the rights of a third party beneficiary.

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

[Signature pages follow].

	CITY:	
	CITY OF LENEXA, KANSAS	
	By: Michael A. Boehm, Mayor	
Attest:		
Danielle Dulin, Interim City Clerk	=:	
Approved As To Form:		
Cynthia L. Harmison, City Attorney		

JCL:

BOARD OF DIRECTORS OF THE JOHNSON COUNTY LIBRARY

By:		
	Pamela Robinson	
	Chair	

Approved As To Form:

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

Exhibit A – Legal Description of Civic Garage Property

Exhibit B – Legal Description of the Library Property

EXHIBIT 3 UPDATED DETAIL PROJECT TIMELINE



NEW LENEXA CITY CENTER LIBRARY BRANCH - ANTICIPATED DESIGN AND CONSTRUCTION SCHEDULE JULY 15, 2016

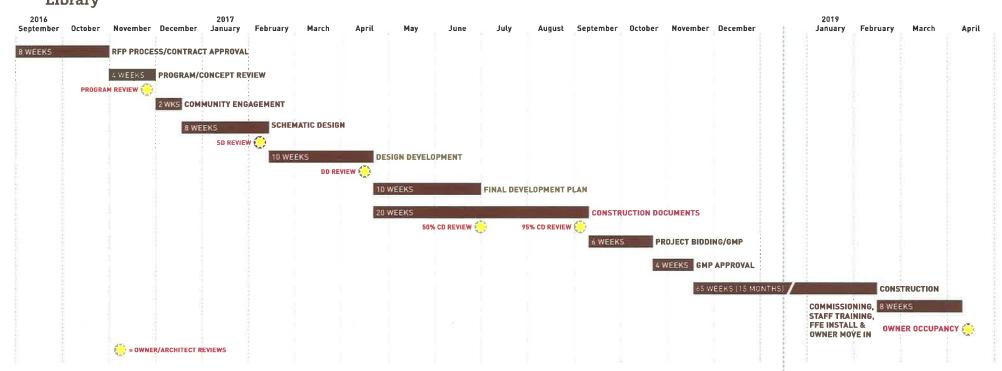




EXHIBIT 4

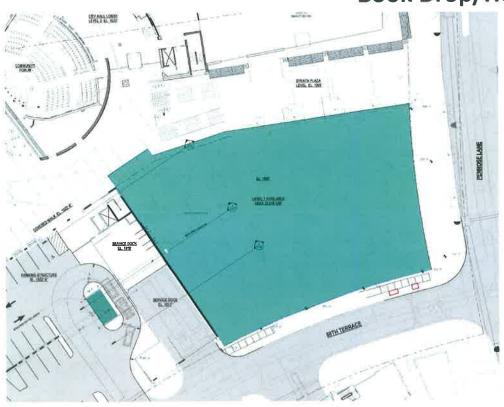
DIAGRAM SHOWING APPROXIMATE LOCATION OF LICENSED SPACE FOR LIBRARY LANE AND KIOSK AREA IN CIVIC GARAGE

EXHIBITS 4-1 THROUGH 4-6

ADDITIONAL DEPICTIONS AND INFORMATION ON LIBRARY LANE AND KIOSK AND ASSOCIATED FACILITIES







Pros:

- Allows for larger and more flexible footprint of building (initial plans showed 40,000 GSF footprint)
- Ability to eliminate holds pickup at a later date if determined not needed without impacting building layout

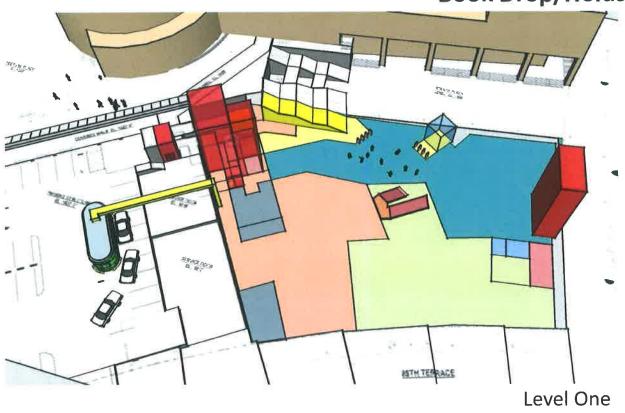
Cons:

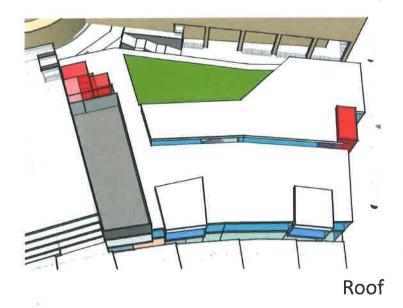
- Requires additional staffing
- Requires holds to be transported to remote station

Book Drop/Holds Pickup Option 1:

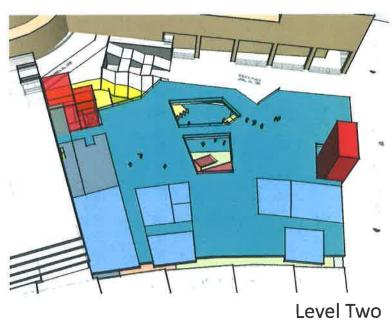




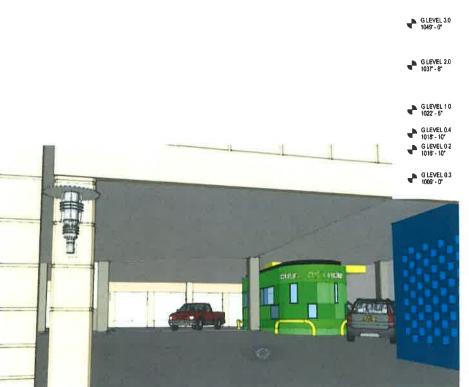


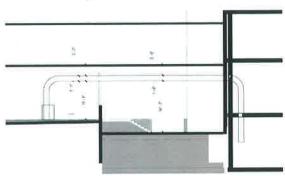


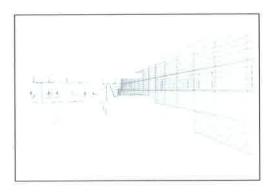
Book Drop/Holds in Garage:



Book Drop/Holds in Garage:







EXH1817 4-6

Book Drop Technology

Seattle Public Library Tech Logic System:

http://www.spl.org/media/videos/SPL TechLogic/SPL TechLogic.htm



EXHIBIT 5

DIAGRAM SHOWING APPROXIMATE LOCATION OF ADDITIONAL PROPERTY TO BE CONVEYED BY CITY TO JCL

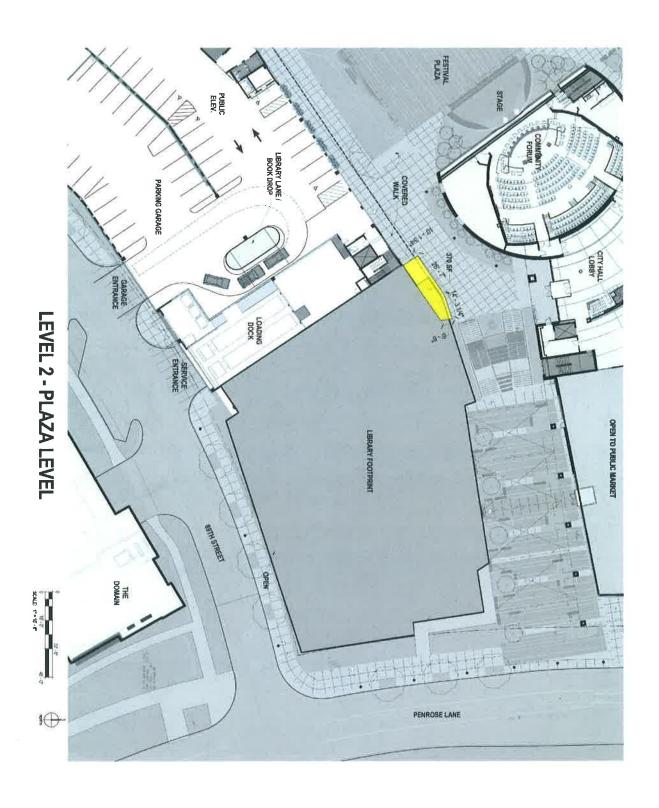
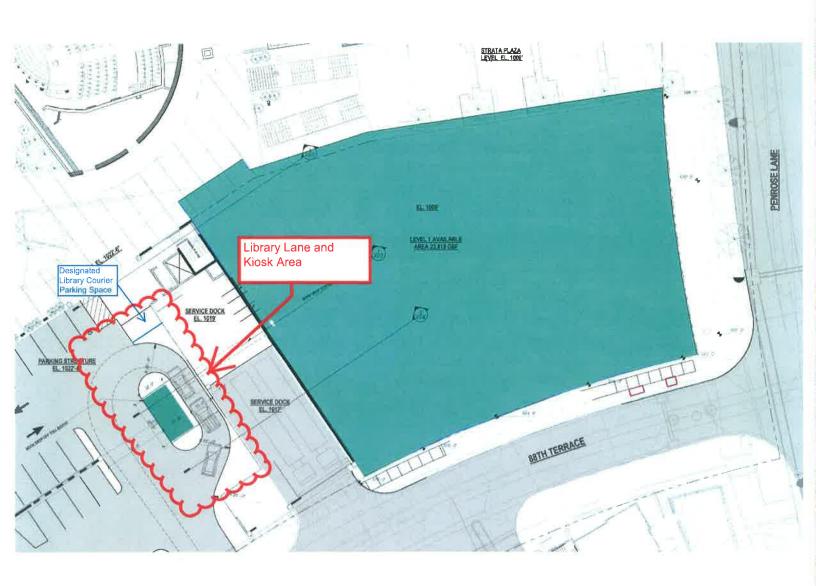


EXHIBIT 6

DIAGRAM SHOWING LOCATION OF DESIGNATED PARKING SPACE FOR JCL COURIER VAN



AGREEMENT FOR SHARED PARKING AND PROPERTY MAINTENANCE

This Agreement for Shared Parking and Property Maintenance (the "Shared Parking Agreement") is entered into this ____ day of ______, 2016, by and between the City of Lenexa, Kansas, a Kansas municipal corporation ("CITY") and the Board of Directors of Johnson County Library, Johnson County, Kansas, a quasimunicipal corporation organized under the laws of the state of Kansas ("JCL") (collectively, the CITY and JCL are referred to as the "Parties").

RECITALS

WHEREAS, Lenexa City Center is a development located at the intersection of 87th Street Parkway and Renner Blvd. consisting of a mixing of retail, office, residential and institutional uses, incorporating on-street and structured parking, minimal street setbacks and encouraging walkability; and

WHEREAS, the CITY is constructing a Civic Center development on property it owns south of 87th Street Parkway and west of Penrose Lane within the Lenexa City Center which consists of a multi-use facility including two individual buildings with shared plaza containing internal and external recreational, cultural, social and civic components and an associated parking structure (the "Civic Garage"). The Civic Garage is legally described on **Exhibit A**, attached hereto and incorporated herein by reference. The building to the east, adjacent to Penrose Lane, will include CITY offices, an auditorium/Council Chamber, lobby/pre-function and art gallery space, a public market and possible university or other quasi-public tenants (the "Civic Building") and the building to the west will include an indoor aquatic and recreational facility (the "Recreation Center"); and

WHEREAS, the City is constructing the Civic Garage based on a model parking study that contemplates a shared parking between the Civic Building, the Recreation Center, a library facility to maximize efficiencies recognizing the compatible and complementary occupancies generated from the mixing of uses and the parking demand patterns of the various uses; and

WHEREAS, the CITY intends to grant and convey to JCL approximately 0.5 acres located within the Lenexa City Center which property is legally described on **Exhibit B** attached hereto and incorporated herein by reference (the "Library Property") for JCL to develop a new library facility in Lenexa as an enhancement of its existing library services (the "Library Facility"); and

WHEREAS, the Library Property is located east of and adjacent to the Civic Garage; and

WHEREAS, the CITY and JCL entered into a Memorandum of Understanding dated December 15, 2015 (the "MOU") which memorializes the parties intentions with

respect to the Library Property and the Library Facility and which MOU is incorporated herein by reference; and

WHEREAS, on April 19, 2016, the Parties entered into a Property Conveyance Agreement (the "Property Conveyance Agreement") setting forth the terms and conditions whereby the City shall convey the Library Property to JCL and which Property Conveyance Agreement is incorporated herein by reference; and

WHEREAS, the Parties have entered into an Addendum to that Property Conveyance Agreement (the Addendum), with an Effective Date of August 16, 2016, amending and supplementing the terms of the Property Conveyance Agreement.

WHEREAS, the MOU, Property Conveyance Agreement, and Addendum contemplate that JCL will utilize shared parking in the Civic Garage to satisfy the daily parking needs of the Library Facility and provide that the Parties will enter into a separate parking agreement to address the terms under which JCL will participate in an annual payment to assist with the maintenance of the Civic Garage; and

WHEREAS, the Parties desire to enter into this Shared Parking Agreement setting forth the terms and conditions of the shared parking arrangement.

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

- 1. <u>Use of Civic Garage</u>. Commencing on the date JCL receives a certificate of occupancy or temporary certificate of occupancy (TCO), whichever is earliest (the "Effective Date"), JCL shall have non-exclusive use of the Civic Garage seven days a week for use by its employees and patrons of the Facility. There shall be no limitation on the hours during which JCL employees may make use of the Civic Garage. The parking model upon which the shared parking arrangement is based contemplates approximately 105 parking stalls available for the Facility (the "JCL Parking"), recognizing that these may increase or decrease slightly on any given day.
 - a. JCL employees are not required to, but will be encouraged to, utilize the top level of the Civic Garage as much as possible thereby leaving the covered parking stalls and lower levels available for patrons. There shall be no parking stalls specifically reserved for JCL employees. The City will ensure, however, that there will always be adequate parking at the Civic Garage for JCL employees.
 - b. The City reserves the right to reserve or otherwise restrict certain parking stalls within the Civic Garage as it deems advisable, including a limited number of parking stalls on Saturday mornings for the Farmer's Market vendors.
 - c. The Parties agree that in accordance with the CITY Code, the CITY may tow, at an owner's expense, vehicles improperly parked or abandoned in the Civic Garage.

- 2. <u>Civic Garage Maintenance</u>. The City shall provide utilities to and routine maintenance of the Civic Garage which includes snow removal, trash removal, periodic sweeping, minor asphalt repair, annually spraying the structure to remove salt, sand and debris (the "Civic Garage Maintenance"). The Civic Garage Maintenance shall be provided in a manner that provides standard upkeep and appearance without serious defect.
- Annual Maintenance Fee. JCL shall make an annual payment to the City, which
 represents JCL's proportionate share (based on 105 parking spaces) of the City's
 costs associated in providing the Civic Garage Maintenance (the "Maintenance
 Fee").
 - a. The Maintenance Fee shall commence with the first payment due within thirty (30) days after the Effective Date and shall be paid annually thereafter.
 - b. The CITY's decision to donate the Library Property to JCL was conditioned upon JCL's agreement to construct and operate a Library Facility as the CITY determined that this was beneficial to the Civic Center. Recognizing the partnership between JCL and the CITY in this development project and the benefits received by each Party, the Maintenance Fee included herein is discounted from what the City would charge a "for-profit" user or any subsequent owner of the Library Facility that is no longer using the Library Facility for public library uses.
 - c. After five (5) years from the Effective Date and every five (5) years thereafter, the Parties agree to revisit the amount of the Maintenance Fee to increase or decrease the amount as appropriate based upon the CITY's actual costs incurred. The annual Maintenance Fee shall be strictly for the actual costs of maintenance and not for construction or re-construction costs. The Maintenance Fee to be paid in each of the first five years from the date upon which JCL's library branch facility is opened shall be in the sum of \$15,750; the Maintenance Fee for the five years following the first five years may not be increased by more than five percent (5%) in any given year.
- 4. <u>Library Property Maintenance</u>. The Library Property contains areas outside the Library Facility's exterior that shall be maintained consistent with the guidelines for the rest of Lenexa Civic Center.
 - a. JCL shall pay the initial capital investment to improve the real property and construct improvements situated outside the Library Facility's south property line up to the back of the curb of the north side of 88th Terrace (the "88th Terrace Adjoining Area"). The City shall pay the initial capital investment to improve the real property and construct improvements situated to the east, outside the Library Property line up to Penrose (the "Penrose Adjoining Area").

- b. The City shall maintain the 88th Terrace Adjoining Area and the Penrose Adjoining Area (together the "Adjoining Area"). The Adjoining Area does not include the area between any public street back of curb adjacent to the Library Property and the edge of the sidewalk running parallel thereto, including the sidewalk, even if such sidewalk is located outside of the dedicated right of way (the "Amenity Zone"). The Lenexa City Center Master Association (the "Master Association"), as set forth in the "Master Declaration for City Center Lenexa Protective Covenants, Conditions, Restrictions and Easements" dated April 15, 2014, shall maintain the Amenity Zones adjacent to the Library Property.
- c. The Adjoining Area maintenance by the City includes cleaning, upkeep, snow and trash removal, and any other standard maintenance items necessary to keep the Adjoining Area consistent with City guidelines for the rest of the Lenexa City Center (the "Adjoining Area Maintenance"). The Adjoining Area Maintenance does not include repairs resulting from vandalism, graffiti, or damage to these areas. The City may employ the Master Association to perform Adjoining Area Maintenance. JCL shall pay a reasonable quarterly fee for the Adjoining Area Maintenance (the "Adjoining Area Fee"). The City shall base the Adjoining Area Fee on the City's actual costs incurred for the Adjoining Area Maintenance.
- 5. <u>Utilities</u>. The Adjoining Area and Amenity Zone require utilities, which may include but are not limited to water, electrical, irrigation, and gas services (the "Utilities"). The City shall permit JCL to connect these Utility lines to the City's existing utility lines for the Lenexa City Center.
 - a. JCL shall pay the initial capital investment for the Utilities installation, connection and construction on the 88th Terrace Adjoining Area. The Library shall pay a reasonable quarterly fee to the City for the Utilities usage on the 88th Terrace Adjoining Area (the "Utilities Fee"). The City shall base the Utilities Fee on actual usage and costs incurred on the Utilities for the 88th Terrace Adjoining Area.
 - b. The City shall pay the initial capital investment for the Utilities installation and construction on the Penrose Adjoining Area and Amenity Zones. The City also shall pay for Utilities usage on the Penrose Exterior and Amenity Zones.
- 6. <u>Insurance</u>. The Parties shall each maintain liability insurance for the Civic Garage as is standard for their own business usage. Neither party shall have any liability to the other for any damage, theft, injury or other loss incurred by its, its employees or its patrons use of the Civic Garage.

- 7. <u>Termination</u>. This Shared Parking Agreement may be terminated by either party in the event of a material default upon thirty days prior written notice providing the defaulting party fourteen (14) days to cure such default, or such longer period if reasonably necessary.
- 8. <u>Cooperation</u>. The parties agree to cooperate and work together in good faith to effectuate the purpose of this Shared Parking Agreement. The Parties agree to utilize their best efforts to share the Civic Garage without disrupting the other party and to communicate and meet as necessary to address and facilitate solutions to any problems that might arise as a result of the shared parking arrangement.

9. General Provisions.

- a. Recitals. The recitals set forth above are incorporated herein by reference and made a part of this Shared Parking Agreement.
- b. Assignment. This Shared Parking Agreement is personal to JCL and if the Library Property is subsequently conveyed by JCL to another entity, this Shared Parking Agreement may not be assigned without the City's written consent and would likely be modified based upon the assignee's use of the Library Property.
- c. Amendments. This Shared Parking Agreement may only be modified or amended by written instrument executed by the Parties required to consent to such amendment.
- d. Governing Law. This Shared Parking Agreement is governed by and construed under the laws of the state of Kansas.
- e. Authority. The signatories to this Shared Parking Agreement represent and covenant that each of them is fully authorized to enter into and execute this Shared Parking Agreement on behalf of the above named party.
- f. Third Party Beneficiaries. Nothing in this Shared Parking Agreement shall be construed to confer upon any other party the rights of a third party beneficiary.

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

[Signature pages follow].

	CITY:
	CITY OF LENEXA, KANSAS
	By: Michael A. Boehm, Mayor
Attest:	Wichael A. Boelini, Wayor
Danielle Dulin, Interim City Clerk	
Approved As To Form:	
Cynthia L. Harmison, City Attorney	

- 1		ι.
J	C	L.

BOARD OF DIRECTORS OF THE JOHNSON COUNTY LIBRARY

By:	
	Pamela Robinson
	Chair

Approved As To Form:

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

Exhibit A – Legal Description of Civic Garage Property

Exhibit B – Legal Description of the Library Property

LOGAN LOGAN & WATSON, L.C.

ATTORNEYS AT LAW CORINTH OFFICE BUILDING 8340 MISSION ROAD, SUITE 106 PRAIRIE VILLAGE, KANSAS 66206 TELEPHONE (913) 381-1121 TELEFAX (913) 381-6546 www.loganlaw.com

FRED J. LOGAN, JR.
SCOTT K. LOGAN
M. BRADLEY WATSON
JEFF K. BROWN
CHRISTOPHER H. LOGAN
DAVID M. TYRRELL
ANDREW V. LOGAN

ALL ATTORNEYS ADMITTED IN KANSAS AND MISSOURI

MEMORANDUM

To: Members of the Library Board; Sean Casserley

From: Fred Logan, Library counsel

Re: Resolution No. 2016-1, Approval of the Fiscal Year 2017 Budget for the Johnson County

Library; Resolution No. 2016-2, Approval of Johnson County Library Levy for Fiscal

Year 2017

Date: August 5, 2016

At your August 11, 2016, meeting, I will be presenting to you for approval Resolution No. 2016-1, Approval of the Fiscal Year 2017 Budget for the Johnson County Library and Resolution No. 2016-2, Approval of Johnson County Library Levy for Fiscal Year 2017. I am doing this after consulting with Don Jarrett, chief counsel for the Board of County Commissioners and Cynthia Dunham, Deputy Director for Legal Services for the county.

With respect to 2016-1, I would note that you have previously approved the budget that the library sent to the BOCC for review. With the adoption of this resolution, you will formally approve the same budget for the Johnson County Library Taxing District for Fiscal Year 2017 that the BOCC is approving.

With respect to 2016-2, I would note that governmental agencies are now required to provide notice of the tax impact of their budget decisions. That is exactly what 2016-2 does. There is no increase this year of the library's mill levy; however, 2016-2 does describe the tax impact of the budget, as required by state law.

These two resolutions largely mirror information that will appear in BOCC resolutions. Mr. Jarrett, Ms. Dunham, and I are in agreement that the best practice going forward is for both the BOCC and the Library Board to adopt budget and levy resolutions. I will explain this in more detail at your meeting.

RESOLUTION NO. 2016-1

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE JOHNSON COUNTY LIBRARY, FORMALLY APPROVING THE BUDGET FOR THE JOHNSON COUNTY LIBRARY TAXING DISTRICT FOR FISCAL YEAR 2017.

At a regular meeting of the Board of Directors of the Johnson County Library (the Library Board) conducted Thursday, August 11, 2016, there came before the Library Board for consideration the matter of adopting a Resolution formally approving the budget for the Johnson County Library Taxing District for fiscal year 2017.

The Library Board, after full consideration, upon a motion duly made, seconded and carried, adopted Resolution No. 2016-1 to-wit:

WHEREAS, the Board of County Commissioners of Johnson County, Kansas (BOCC) is the governing body of Johnson County, a taxing subdivision of the State of Kansas, and has the authority and responsibility to establish and provide necessary and prudent levels of governmental services and public improvements to serve the best interests of the County and its citizens and to preserve the public health, safety and welfare, while exercising fiscal responsibility to minimize the burden of taxation and to ensure the most cost-effective expenditure of public funds; and

WHEREAS, the BOCC annually adopts a budget for the governmental services of Johnson County, which includes three separate taxing fund districts: the Johnson County Taxing District, the Johnson County Library Taxing District, and the Johnson County Park and Recreation Taxing District; and

WHEREAS, the Board of Directors of the Johnson County Library (the Library Board) is the governing body of the Johnson County Library, a taxing subdivision of the State of Kansas, and has the authority and responsibility to establish and provide necessary and prudent levels of library service in the Johnson County Library Taxing District, while exercising fiscal responsibility to minimize the burden of taxation and to ensure the most cost-effective expenditure of public funds; and

WHEREAS, the Board of Directors of the Johnson County Library has evaluated and determined the level of services and needed expenditures prudently required to fund the fiscal year 2017 budget for the Johnson County Library Taxing District, and has previously approved and sent to the BOCC its proposed budget for fiscal year 2017, and is now prepared to formally approve and adopt a total budget for that fiscal year; and

WHEREAS, if approved and adopted as proposed, the budget would include authorized expenditures of \$38,003,646 for the Library Taxing District; which after adjustment for new improvements to real property, increased personal property valuation, and valuation attributable to changes in use of property, and after exclusion of revenue produced for the purpose of repaying the principal and interest upon bonded indebtedness, temporary notes, or no-fund warrants, adjusted by the 2015 CPI for all urban consumers would require, in addition to other revenue sources, the levy of property taxes for the Library Taxing District in the amount of \$29,883,275, at an estimated mill levy of 3.912 mills; and

WHEREAS, the increase in revenue for the Library Taxing District is intended as a revenue source to fund the Comprehensive Library Master Plan, as approved through the annual budget process.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Johnson County Library that the Library Board shall and hereby approves a budget for the 2017 budget year for the Library Taxing District that includes authorized expenditures of \$38,003,646 for the Library Taxing District; which after adjustment for new improvements to real property, increased personal property valuation, and valuation attributable to changes in use of property, and after exclusion of revenue produced for the purpose of repaying the principal and interest upon bonded indebtedness, temporary notes, or no-fund warrants, adjusted by the 2015 CPI for all urban consumers would require, in addition to other revenue sources, the levy of property taxes for the Library Taxing District in the amount of \$29,883,275, at an estimated mill levy of 3.912 mills.

Adopted this 11th day of August, 2016.

Johnson County Library

	BOARD OF DIRECTORS OF THE JOHNSON COUNTY LIBRARY
	Pamela Robinson, Chair
ATTEST:	
Secretary	-
APPROVED AS TO FORM:	
Fred J. Logan, Jr. Counsel to the Board of Directors of the	

RESOLUTION NO. 2016-2

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE JOHNSON COUNTY LIBRARY, APPROVING A LEVY OF PROPERTY TAXES IN SUPPORT OF THE BUDGET FOR THE JOHNSON COUNTY LIBRARY TAXING DISTRICT FOR FISCAL YEAR 2017 EXCEEDING THAT AMOUNT DERIVED IN SUCH DISTRICT FOR FISCAL YEAR 2016, ADJUSTED BY THE 2015 CONSUMER PRICE INDEX FOR ALL URBAN CONSUMERS AND DISCLOSING THE REVENUE AND TAX RATE DIFFERENCE.

At a regular meeting of the Board of Directors of the Johnson County Library (the Library Board) conducted Thursday, August 11, 2016, there came before the Library Board for consideration the matter of adopting a Resolution approving a levy of property taxes in support of the budget for the Johnson County Library Taxing District for fiscal year 2017 that includes funding from property taxes in an amount exceeding that of the 2016 budget year, adjusted by the 2015 Consumer Price Index (CPI) for all urban consumers and disclosing the difference in revenue and mill levy tax rate.

The Library Board, after full consideration, upon a motion duly made, seconded and carried, adopted Resolution No. 2016-2 to-wit:

WHEREAS, the Board of County Commissioners of Johnson County, Kansas (BOCC) is the governing body of Johnson County, a taxing subdivision of the State of Kansas, and has the authority and responsibility to establish and provide necessary and prudent levels of governmental services and public improvements to serve the best interests of the County and its citizens and to preserve the public health, safety and welfare, while

exercising fiscal responsibility to minimize the burden of taxation and to ensure the most cost-effective expenditure of public funds; and

WHEREAS, the BOCC annually adopts a budget for the governmental services of Johnson County, which includes three separate taxing fund districts: the Johnson County Taxing District, the Johnson County Library Taxing District, and the Johnson County Park and Recreation Taxing District; and

WHEREAS, K.S.A. 79-2925b, as amended, requires the BOCC to adopt a resolution authorizing the levy of property taxes to finance the budget for the 2017 budget year if such budget would require property tax revenues that exceed the property taxes in the taxing fund district for the 2016 budget year, after adjustment for new improvements, increased personal property valuation, valuation changes due to change in use, or valuation of property added to the jurisdiction, adjusted by the CPI for all urban consumers; and

WHEREAS, the Board of Directors of the Johnson County Library (the Library Board) is the governing body of the Johnson County Library, a taxing subdivision of the State of Kansas, and has the authority and responsibility to establish and provide necessary and prudent levels of library service in the Johnson County Library Taxing District, while exercising fiscal responsibility to minimize the burden of taxation and to ensure the most cost-effective expenditure of public funds; and

WHEREAS, the Board of Directors of the Johnson County Library has evaluated and determined the level of services and needed expenditures prudently required to fund the fiscal year budget for the Johnson County Library Taxing District, and has proposed approval and adoption of a total budget in the sum of \$38,003,646; and

WHEREAS, if approved and adopted as proposed, the budget would include authorized expenditures of \$38,003,646 for the Library Taxing District; which after adjustment for new improvements to real property, increased personal property valuation, and valuation attributable to changes in use of property, and after exclusion of revenue produced for the purpose of repaying the principal and interest upon bonded indebtedness, temporary notes, or no-fund warrants, adjusted by the 2015 CPI for all urban consumers would require, in addition to other revenue sources, the levy of property taxes for the Library Taxing District in the amount of \$29,883,275, at an estimated mill levy of 3.912 mills, which would exceed the property tax revenues derived for the Library Taxing District for the year 2016, as adjusted, by the amount of \$1,499,658, with an effective tax impact of an increase of 0.200 mills in that District; and

WHEREAS, the increase in revenue for the Library Taxing District is intended as a revenue source to fund the Comprehensive Library Master Plan, as approved through the annual budget process; and

WHEREAS, over the past years, the Board of Directors of the Johnson County Library has held the mill levy constant and remains committed to its practice of reducing the tax levy whenever possible and increasing taxes only as prudently advisable to maintain effective governmental services, fund voter-approved projects, or to meet the needs for public improvements; the Library Board has determined that the proposed increase in expenditures for the Library Taxing District is necessary and advisable and, should be adopted with full disclosure of the effective tax impact upon the residents of the Johnson County Library Taxing District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Johnson County Library that the Library Board shall and hereby approves a levy of property taxes in support of the budget for the 2017 budget year for the Library Taxing District that requires property taxes to be levied for the Library Taxing District in an amount that exceeds the property taxes levied in the same district for the 2016 budget year, adjusted by the 2015 CPI for all urban consumers.

Adopted this 11th day of August, 2016.

Johnson County Library

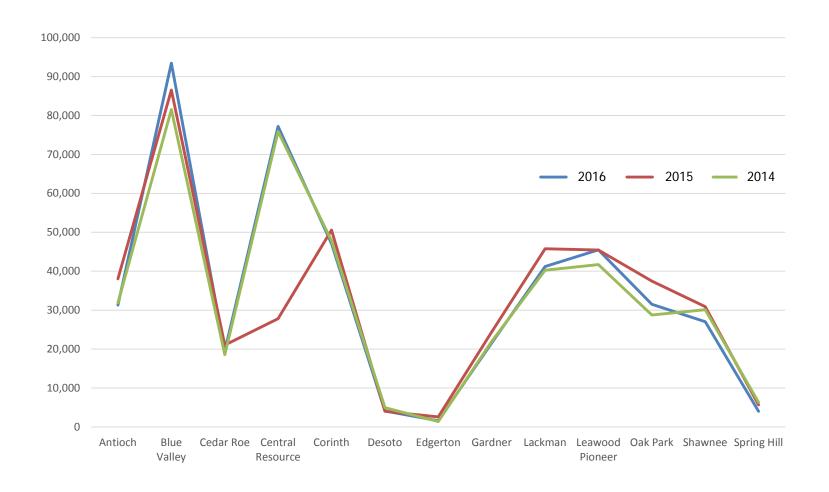
	BOARD OF DIRECTORS OF THE JOHNSON COUNTY LIBRARY
	Pamela Robinson, Chair
ATTEST:	
Secretary	-
APPROVED AS TO FORM:	
Fred J. Logan, Jr. Counsel to the Board of Directors of the	

County Librarian's Report

Presented August 11, 2016

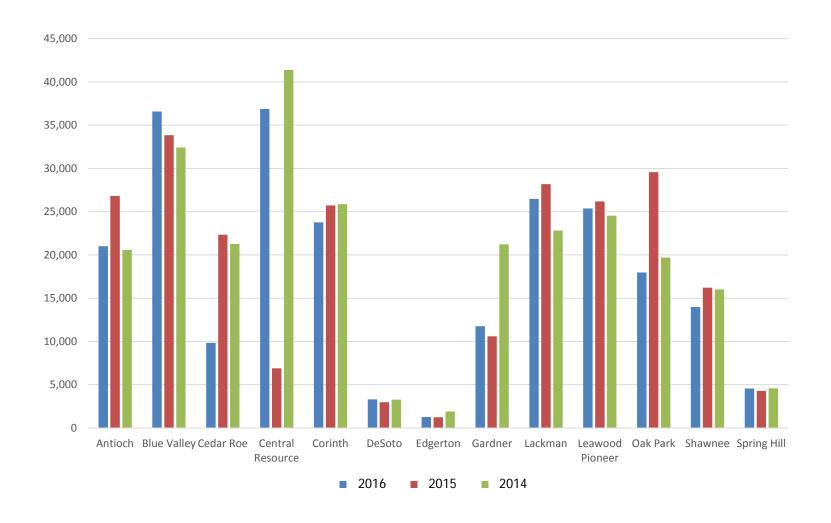


Branch Circulation: June 2016



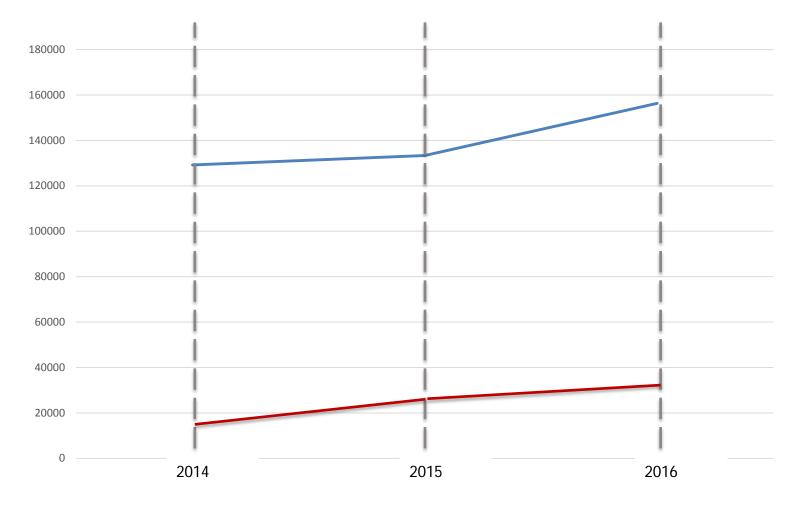


Branch Visits: June 2016





Electronic Circulation: June 2016







JOHNSON COUNTY LIBRARY: Summary of Expenditures by Cost Category (.75 Increase Only) June 2016 50% Year Lapsed

Programs Revenue Administrative Services Information Technology Collection Development Branch/Systemwide Services Transfer to Capital Projects Interfund Transfers	2016 Year to Date	2016 Budget 4,256,044	% Program Expended
TOTAL OPERATING FUND EXPENDITURES	\$0	\$0	
TOTAL .75 INCREASE FUNDS REMAINING OPERATING		\$4,256,044	
SPECIAL USE FUND	2016 Year to Date	2016 Budget	% Budget Expended
Revenue:		1,000,000	
Expenses: Contractual Services (General Maintenance) Commodities (Capital Equipment) Transfer to Debt Payment Transfer to Debt Payment - CLMP Transfer to Capital Projects			
TOTAL SPECIAL USE FUND EXPENDITURES	\$0	\$0_	
TOTAL .75 INCREASE FUNDS REMAINING SPECIAL USE	<u>\$0</u>	\$1,000,000	
TOTAL .75 INCREASE FUNDS REMAINING ALL FUNDS	\$0	\$5,256,044	

Scheduled Replacement Account

<u>REVENUE</u>	REVENUE RECEIVED TO DATE
2015 Fund Transfer	350,000.00
2016 Fund Transfer	699,000.00
Total Revenue	1.049.000.00
	2016
Audio Visual	38,058.00
Building Repair	69,185.00
Interior Surfaces	73,685.00
Furnishings and Office Equipment	20,320.00
HVAC	59,843.00
Sorter Parts and Labor	4,113.10
Security System Maint & Repair	33,549.00
	298,753.10
Budget Remaining	\$ 750,247.03

JOHNSON COUNTY LIBRARY TOTAL REVENUE REPORT

June 2016 50% of Year Lapsed

REVENUE ALL FUNDS	2016 Year to Date	2016 Budget	% Budget Year to Date	% Budget YTD Prior Year
Ad Valorem	26,704,813	27,316,085	98%	98%
Ad Valorem Delinquent	465,475	379,423	123%	95%
Motor Vehicle	1,157,111	2,300,787	50%	51%
Library Generated - Copying/Printing	50,309	95,401	53%	51%
Library Generated - Overdues / Fees	332,668	754,290	44%	50%
Sale of Library Books	25,000	50,000	50%	50%
Misc Other	34,731	340,753	10%	12%
Library Generated - Other Charges	1,388	11,402	12%	13%
Investment	64,229	50,884	126%	45%
Unencumbered Balance Forward	0	10,000	0%	0%
Recreational Vehicle Tax	7,059	7,411	95%	49%
Commercial Vehicle Tax	40,414	39,407	103%	0%
Heavy Trucks Tax	2,273	3,173	72%	203%
Rental Excise Tax	12,532	26,764	47%	54%
State and Federal Grants	136,091	240,058	57%	71%
TOTAL REVENUE	29,034,094	\$31,625,838	92%	89%

JOHNSON COUNTY LIBRARY: Summary of Expenditures by Cost Category June 2016 50% Year Lapsed

OPERATING FUND	2016	2016	% Program	
Programs	Year to Date	Budget	Expended	
Administrative Services	2,220,081.73	5,022,119	44%	
Information Technology	1,010,765.60	2,165,039	47%	
Collection Development	1,730,216.36	3,288,711	53%	
Branch/Systemwide Services	5,795,930.07	12,779,341	45%	
Risk Management Charges	21,017	84,066	25%	
Grants *	56,727	240,058	24%	
Transfer to Capital Projects	699,000	699,000	100%	
Interfund Transfers (CLMP)		4,256,044	0%	
TOTAL OPERATING FUND EXPENDITURES	\$11,533,738	\$28,534,378	40%	

^{*} Includes expenditures for 2016 calendar year only. The life of the grant may cover more than one year.

SPECIAL USE FUND	2016	2016	% Budget
	Year to Date	Budget	Expended
Contractual Services (General Maintenance)	0	16,305	0%
Commodities (Capital Equipment)	148,078	192,564	77%
Transfer to Debt Payment	0	979,435	0%
Transfer to Capital Projects	62,218	903,156	7%
Capital Outlay (CLMP)	0	1,000,000	0%
TOTAL SPECIAL USE FUND EXPENDITURES	\$210,296	\$3,091,460	7%
TOTAL EXPENDITURES	\$11,744,034	\$31,625,838	37%

JOHNSON COUNTY LIBRARY: Summary of Expenditures by Type June 2016 50% Year Lapsed

ALL FUNDS	2016	2016	% Categories
Categories	Year to Date	Budget	Expended
Salaries and Benefits	6,803,838	15,208,624	45%
Contractual Services	2,449,014.54	4,130,326	59%
Commodities	1,652,219	4,125,129	40%
Risk Management Charges	21,017	84,066	25%
Capital / Maintenance / Repair	761,218	699,000	109%
Transfer to Debt Payment		979,435	0%
Transfer to PBC Capital Leases		903,156	0%
Grants	56,727	240,058	24%
CLMP		5,256,044	0%
TOTAL EXPENDITURES	\$11,744,034	\$31,625,838	37%

JOHNSON COUNTY LIBRARY

GRANTS MONTHLY REPORT

	GRANTS*				Grant	Budget
	Expenditures through 6/30/2016	Source	Received	Expenditures	Award	Remaining
285000065	2014 Check up and Check Out	State	7/1/13	\$2,351.73	\$5,250.00	\$2,898.27
285000076	State Aid 2016	State	4/1/16	\$56,091.32	\$136,091.32	\$80,000.00

^{*}Includes all expenditures and revenues over the life of the grant. (Includes muliple years due to the grants crossing fiscal years).

Monticello Land Acquisition

REVENUE	TO DATE	BUDGET	
Library Fund Transfer	\$100,000	\$100,000	
Bond Sale Proceeds	\$710,000	\$710,000	
TOTAL REVENUE	\$810,000	\$810,000	

EXPENDITURES	TO DATE	BUDGET REMAINING
Earnest Money for Land Purchase	\$50,000.00	
Land Purchase	\$713,778.64	
Engineering	\$7,015.00	
Interest Payment on Bonds	\$37,306.36	
Site Survey	\$1,900.00	\$0.00
TOTAL EXPENDITURES	\$810.000.00	\$0.00

Expenditure of Friends of the JCL Donations 2016

Expenditure Details	Payee	Current Month	YTD
Volunteer Recognition		\$0.00	\$296.81
Advertising/Promotion		0.00	0.00
Collection Materials		0.00	0.00
Professional Development/Staff Recognition		0.00	998.05
Technology/Recruitment Consulting & Expenses		0.00	0.00
Card Services		0.00	0.00
Homework Help and Tudor.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
Board Travel Expences		0.00	4,050.14
Miscellaneous		0.00	0.00
Total Expenditures		\$ - \$	5,345.00

Strategic Plan Update

January - June 2016



Education

Goal 1

Library staff will exemplify the brand promise in their interactions with people.

- Customer Service standards have been developed
- Central Grand Re-Opening
- Readers Advisory training for staff is being developed
- Johnson County Library Foundation BookBall social media
- Designing, producing and distributing Friends Book Sale information and on site book sale support
- Comprehensive Library Master Plan implementation support graphics, media inquiries
- Successful April Fools web page



Education

Goal 2

People will achieve higher levels of personal success through digital literacy.

- Maker–in-Residence program
- Responsive header on mobile & desktop went live
- Programs: "Register Now" button appears in Events search results
- Web: elibrary (all our e-resource) gets highest number of page views
- Web catalog: more responsive for users with multiple types of devices
- MakerSpace Virtual Reality tour
- MakerSpace: #jocomakes 260+ followers
- MakerSapce: Passport program
- Youth Services: Coding Camp DeSoto



Education

Goal 3

People with specific educational or informational needs will be supported by the Library.

- Second Saturday programming
- Rosetta Stone
- JoCoHistory 600+ obits uploaded
- Programming 2015 1:29 attendance, 2016 1:37 attendance
- Programming: Second Saturdays



Community

Goal 4

People will connect and interact because of Library partnerships and collaboration

- Elementia teen literary magazine
- Volunteer Appreciation event
- JCL & Olathe Library tri-board event
- Beatles storytime
- Unified Local Music Project
- Teen Volunteer Fair at Blue Valley
- Web: Friends, Volunteer, Donate & Foundation icons added to footer on every page
- Friends of Library Paypal form user interface designed, tested and updated
- Volunteer Software exploration
- Friends Booksale
- Youth Services: 3rd Annual Educator Summit held
- Youth Services: Story time presented in coordination with County Corrections



Community

Goal 5

People will experience a welcoming library environment that meets their needs.

- Monticello Library
- Lackman Library relocation to Lenexa City Center
- Blue Valley Library expansion & Literary Park
- Cedar Roe new carpet
- DeSoto inside repainted
- Facilities software & hardware for monitoring temperature and building controls updated
- Administrative office moves and consolidation complete
- Central parking lot repaving phase 1 planning
- Central Building Audio visual installation
- Monticello Library
- Lenexa City Center Library
- Lackman: new meeting room furniture
- Oak Park: new sliding front door & new carpet
- Parking lots striped: Cedar Roe, Antioch, Blue Valley, Corinth & Lackman
- Shawnee: water main break repaired



Convenience

Goal 6 People will find Library staff, materials and services convenient and easy to access.

- Materials Handling Study
- Metro Catalog project
- Circulating Youth Services Magazines
- SIRSI Upgrade
- Inventory of Collections
- Address Normalization and Skip tracing
- Designing, printing, and distributing Summer Reading materials
- Public PC enhancements Envisonware (public printing) complete at all locations
- Inventory complete at all locations
- Preparing for fall upgrade to our Integrated Library System (ILS) SIRSI
- Summer Reading web feature has 5K+ views
- Youth magazines circulating
- Materials Handling Study
- Leadership Book Club: Daring Greatly



Convenience

Goal 7

Staff Day 2016

Library staff will engage in a workforce that is collaborative, connected, efficient and effective.

Central Staffing Consolidation
 Central Administrative & Circulation offices

Customer Experience Team development

Manager development – improv

Mobile Training Lab Laptops Public printing experience updated – 6 branches complete

- New IT Manager attended American Library Association for immersion introductions to wide variety of vendors and IT colleagues at peers libraries
- Network System Administrator attending Cisco Interconnected Network Devices coursework
- IT research "paperless" solution
- Catalog-only PCs updated

Leadership Book Club (staff)

- Staff laptops deployed
- Staff Intranet (The Source) updated to comply with County security requirements
- Collections: selectors scheduled in branches for last 6 months
- Human Resources: 5 Hires, 11 Internal Transfers, 8 Separations,
- Human Resources: working with County HR on position Normalization project
- Human Resources: FLSA Final Overtime Rule coordinated with County HR, communicated to impacted staff
- Learning & Development: Coordinate with Institute for Civic Discourse & Deliberation (KSU) for Facilitation training for 15 staff

Convenience

Goal 8

People will experience library services and resources through the innovative use of technology

- E-card
- Volunteer Software Exploration
- Central AV installation
- CenturyLink connection upgraded to 300Mps from 100Mps for a small cost difference.
- IT redundancy at Central Library & County Communications Center
- New Makerspace page & Comprehensive Library Master Plan available on-line
- Stabilizing and increase of bandwidth (Internet access) at Gardner, Cedar Roe
 & DeSoto (Move to Fiber)
- Pay Online secure
- Library Board Portal secure
- eCard added 663 patrons



Materials Handling Feasibility Study

August 2016 Update

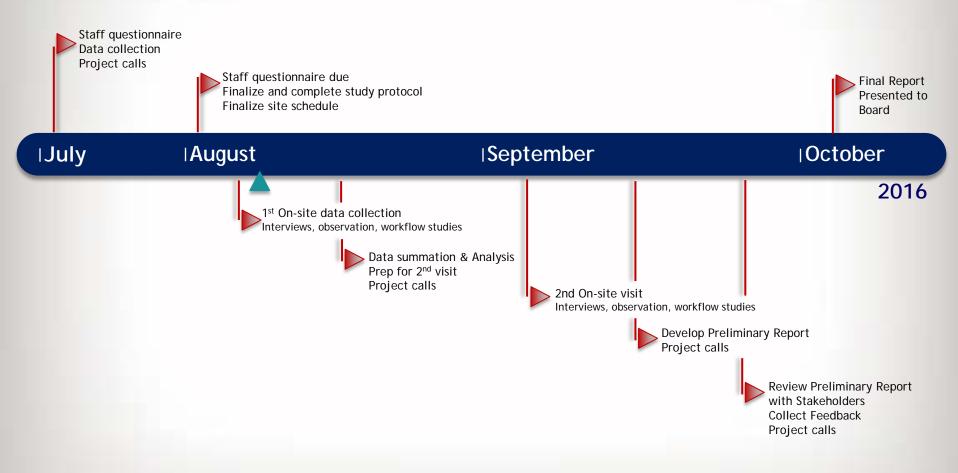


Current Progress

- Contract
- Data Collection
 - Floor plans, layouts and workflow diagrams
 - Job descriptions
 - Transaction data
 - Staff questionnaire input
 - Job normalization report
 - Collection reports
 - Process descriptions, glossary
- Weekly conference call update and check-in
- Currently on-site for observation, interviews & process mapping



Timeline







- 1 EXECUTIVE SUMMARY 1
 - 2► PROJECT OVERVIEW (3
 - 3► PROGRAM (9
 - **4►** CONCEPT (15
- 5► SITE & BUILDING SYSTEMS (21
 - 6► ESTIMATE (29
 - **7**► SCHEDULE (31)

Executive Summary

In May 2016, PGAV was commissioned to explore the feasibility of a new branch library at the heart of Lenexa's new Civic Center complex. Objectives of the pre-design effort included:

- developing a space program and building concept that responds to the opportunities of the site and surrounding context
- achieves the Library's strategic and programmatic objectives
- constructable within the available \$21.14M project budget

The proposed program emphasizes adult programming and services for the large boomer and millennial demographic served, and complements the amenities available on the site, including a 250-seat public forum, an outdoor stage and a public market with coffee shop and other vendors. The site also offers free garage parking immediately adjacent to the Library.

The proposed concept organizes the approximately 41,300 GSF program on two levels, each with a public entrance off the adjacent outdoor "Strata" and "Festival Plaza" and a two story connecting gallery space outside the secure zone of the Library for extended hour services and vertical circulation. A drive-up service window with automated conveyance is planned for the main level of the garage to provide patrons the convenience of vehicular holds pickup and potential 24-hour book drop. The concept also supports a potential roof top terrace for Library programming and events if desired, although this feature is outside the current budget.

In summary, the Lenexa City Center Branch Library represents a unique opportunity to enhance the Johnson County Library by creating a destination branch with strong visibility to the surrounding community, to advance Johnson County Library's strategic goals of "Education, Community Building, and Convenience," and to better serve the growing population in Johnson County and beyond.



PRELIMINARY MASSING STUDY

Project Overview

The Johnson County Library Board has commissioned this study to explore the feasibility of constructing a new branch library at the City of Lenexa's new Civic Center. The study examines the opportunities and challenges of constructing and operating a branch library at this unique mixed-use urban location. The goal of the study is to provide the Library Board with an objective assessment of project requirements, confirmation of the proposed branch library program, and a high level conceptual vision for how a branch library could serve the County at this location and become an integrated civic partner in the overall Lenexa Civic Center building complex and surrounding City Center district.

2015 - JCL COMPREHENSIVE LIBRARY MASTER PLAN

The Library's 2015 Comprehensive Library Master Plan calls for a new site for a 40,000 GSF replacement for the existing Lackman Branch Library. The master plan calls for exploration of co-locating with the City of Lenexa Civic Center and assessment of potential cost savings and operational benefits associated with co-location including site acquisition, shared parking and access to shared facilities for community events offered by the Civic Center.

CURRENT LACKMAN BRANCH

Johnson County currently operates the 17,843 GSF Lackman Branch Library which has served the City of Lenexa and the surrounding community since its opening in 1986. Due to site restrictions, physical expansion of the Lackman branch is not practical. The existing branch Library and its operations would be relocated and expanded as part of the new Lenexa City Center Branch Library project. The future use of the existing branch library building has not yet been determined.

GOALS

The creation of a new branch library provides the opportunity to reinforce the Library's key strategic goals of "Education, Community Building and Convenience." The new branch library is envisioned as a unique community destination within the Johnson County Library system, benefiting from the synergies available within the context of Lenexa Civic Center.

Key project goals include:

- Providing a great place for people to connect
- Providing an environment that supports partnerships and collaborations
- Providing a welcoming library experience and a variety of flexible environments for youth, teens and adults
- Providing ease of patron flow and access to materials, resources and technology
- Supporting entrepreneurship
- Providing well organized flexible space for staff to work and collaborate
- Providing convenient material holds, drive through pickup and drop-off
- Demonstrating environmentally responsible design
- Creating a contemporary architectural solution and civic identity for the Library
- Confirming project cost, budget and schedule
- Demonstrating stewardship of tax-payer dollars

LENEXA CITY CENTER

Located at the intersection of 87th Street Parkway and Renner Boulevard and adjacent to Interstate 435, Lenexa City Center is a new and exciting mixed-use neighborhood. Combining walkability, density, sustainability and community, Lenexa City Center offers a unique spin on urban living.

Incorporating approximately 200 acres divided into four quadrants, this commercial and residential hub will encompass nearly 3 million feet of space at build-out. The site takes cues from the country's greatest urban neighborhoods and blends them with amenities found here in the Heartland.





LENEXA CIVIC CENTER

Lenexa Civic Center is at the heart of the Lenexa City Center at 87th Street Parkway and Penrose Lane. The Lenexa Civic Center offers convenient public access to the following:

Free Public Parking

A 500-space parking structure will provide convenient free parking for Civic Center and Library patrons and staff. The parking structure will host the Lenexa Farmers Market during the summer months. Additional structured parking is planned nearby.

Community Gathering Spaces

The Civic Center grounds will provide a multi-use "Festival Plaza", performance stage, outdoor program and play area for kids, a shaded "Strata" for social gatherings and connections to the adjacent Stream Way trail system.

Civic Components and City Hall

The Lenexa City Hall will provide administrative offices for Community Development, Finance, Human Relations, Legal, Mayor, Council and Administration. A 250 seat community forum will serve dual purpose as a City council chamber and events presentation venue. The Library is envisioned to be a key partner in programming both indoor and outdoor events.



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Public Market

The Lenexa Public Market will be the only fully indoor public marketplace in the Kansas City area—and uniquely located inside a city hall! Projected to open in mid-2017, this 8,750 SF market will lease space to owner-operated businesses that feature fresh foods and artisanal products. The market will be a vibrant place for residents to gather, showcasing the community's character through food, drink and locally sourced goods. And it will provide opportunities for local entrepreneurs to build, grow, or expand a business.



Lenexa Recreation Center

The Lenexa Recreation Center will feature an indoor aquatic center, elevated walking track, fitness facilities, three multiuse gymnasiums, and a kids indoor play area.



LIBRARY SITE EVALUATION

The City of Lenexa is offering Johnson County a half acre tract at the corner of Penrose Lane and 88th Terrace as a site for the construction of a branch library. The site has strong public visibility from Penrose Lane and is directly adjacent to the City's 500 space parking structure, City Hall and the Public Market. The site supports a building footprint of approximately 24,000 SF and is adequately sized to support a 40,000 GSF +/- branch library organized on two levels. An upper level connection from the parking structure will provide convenient patron access at the "Festival Plaza" level to the Library's upper floor. A lower level connection at the "Strata" level will provide direct connections to the adjacent Public Market and pedestrian traffic along Penrose Lane in the heart of City Center.

SUSTAINABLE DESIGN

The new branch library will incorporate sustainable design features focused on ensuring human health and welfare, reduced environmental impact and increased overall energy efficiency. Sustainable design features may include a high performance building envelope, energy efficient HVAC and lighting systems, and low VOC interior finishes.

Should the JCL Board elect to pursue LEED Certification, the Library is well positioned to do so. The Civic Center site including the Library parcel is included in the LEED master site project boundary. There are a number of campus-wide credits which will apply to all buildings within this boundary making LEED certification a very attainable goal for the Library if desired.

PROJECT COSTS

The County has established a total project budget of \$21,140,000. Estimated project costs include:

Land Costs	\$ 0
Building Construction	\$ 15,271,200
Contingency & Inflation	\$ 1,379,400
1% for Art	\$ 211,500
Professional Services	\$ 2,202,600
Furniture, Fixtures & Equipment	\$ 2,078,200
TOTAL PROJECT COSTS	\$ 21,142,900

Building Construction Costs are expected to range between \$315 and \$330/GSF based on construction metrics for similar projects in the region. Site development costs are estimated to be in the range of \$400,000 to \$500,000. Project soft costs are expected to be in the range of \$4,000,000.

COMMUNITY CONNECTIONS

The new branch library is envisioned as a dynamic community resource which leverages the unique synergies available within the context of Lenexa City Center and its immediately adjacent civic facilities and community amenities. The Library's position at the heart of City Center places it in close proximity to a growing number of civic, corporate, residential, and retail neighbors. The City of Lenexa estimates that by 2021 over 8,900 residents will reside within a within a 15 minute walk from the Library.

Direct adjacency to the new Lenexa City Hall, Public Market and Recreation Center provides an opportunity to capture the attention of people who might not otherwise use the Library. The creation of an intriguing retail presence, demonstration lab or display highlighting the Library's resources and services represents an exciting opportunity to appeal to entirely new patrons.

EDUCATION AND ENTREPRENEURSHIP

A differentiating feature of the Library program is its focus on the link between education and entrepreneurship. A primary programmatic goal is to facilitate seamless access to information, technology and skilled library staff. The idea of "facilitating connections" by providing a variety of spaces for people to meet, collaborate, and create helped inform the space program. A variety of medium and small meeting rooms and technology equipped spaces will provide ample opportunity for people to connect. Flexible large meeting rooms and a grand living room will support larger gatherings, community programming and connections with partners.

CELEBRATING THE ARTS

Celebrating arts in the community is a central theme of City Center. The public art gallery and public market in City Hall, Festival Plaza, farmer's market and kid's art program space in the Lenexa Recreation Center provide a collection of venues for community arts programming and partnerships with active organizations like the Lenexa Arts Council. The Library will enhance this arts emphasis by committing 1% of the total project budget to permanent art installations in and/or around the library.

CONVENIENCE

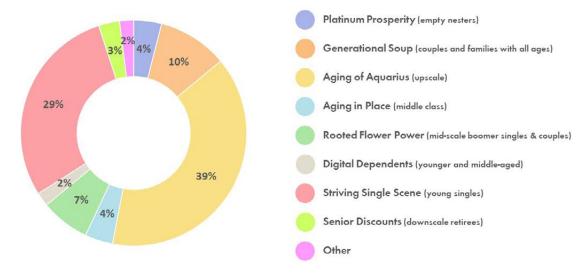
The Library's close proximity to I-435 and easy access from 87th Parkway make it a convenient metropolitan destination. The mixed use urban setting of City Center supports patrons arriving by foot, bicycle, public transit or car. Free parking in the City's 500 car parking structure will provide covered parking for Library patrons and staff. A drive up service kiosk will provide 24 hour access for book/material drops and daytime hold pickups. An accessible public gallery just outside the Library's secure zone also provides the opportunity for 24 hour hold pickups.

COMMUNITY DEMOGRAPHICS

The Library must respond to the needs of all members of our diverse community. Patron analysis suggests a majority of this destination Library's users will be prosperous baby boomer couples in their peak earning years and energetic millennials just beginning their careers. The proposed library program responds to these demographic realities by emphasizing adult collections and series, entrepreneur resources and community meeting rooms. Of course teens, families with kids of all ages, seniors and lower and middle class patrons of all ages and ethnicities will also call the Library home. The building program includes ample space and resources for the entire community.

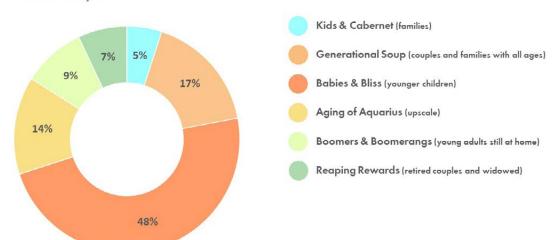
Lenexa City Center Branch

Patron Analysis



Monticello Branch

Patron Analysis



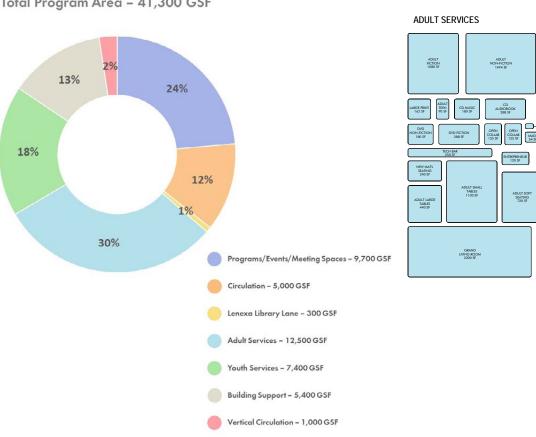


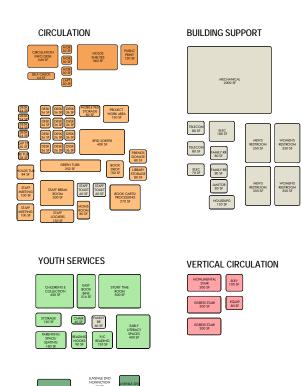
Program

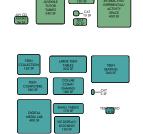
The following space program was developed through a series of interactive programming workshops with JCL and Johnson County Facilities Management staff. Space allocations were determined based on an analysis of anticipated patron demographics and needs. The program totaled 35,000 ASF and 41,300 GSF and was used as the basis for exploring conceptual test fits for the branch Library on the Civic Center

Lenexa City Center Branch

Total Program Area - 41,300 GSF







PROGRAMS/EVENTS/MEETING SPACES

MEDILIM MEETING ROOM 375 SF

MEDIUM MEETING ROOM 375 SF

VESTIBULE 100 SF VESTIBULE 100 SF

VENID 40 SF

LARGE MEETING ROOM 750 SF

LARGE MEETING ROOM 750 SF

FOCUS 50 SF

FOCUS 50 SF

FOCUS 50 SF

FOCUS 50 SF 50 SF

CHAIR STR 120 SF

Programs/Events/Meeting Spaces

_	6									
	Vestibule (no Holds Lockers)					100 sf	Х	2 rooms	=	200 sf
	Entry Commons / Gallery								=	2,000 sf
	Meeting Rooms									
	Large Meeting Rooms	30 people	х	25 sf/person	=	750 sf	х	2 rooms	=	1,500 sf
	Medium Conference Rooms	15 people	Х	25 sf/person	=	375 sf	х	3 rooms	=	1,125 sf
	Small Conference Rooms (6 x conf, 4 x collaboration)	8 people	Х	25 sf/person	=	200 sf	х	10 rooms	=	2,000 sf
	Focus Rooms (6 x task, 4 x lounge)	2 people	х	25 sf/person	=	50 sf	х	10 rooms	=	500 sf
	Chair Storage									120 sf
	Rooftop Plaza - Event Space (not included in program area)	200 people	Х	15 sf/person	=	3000 sf	х	0	=	- sf
	Men's Restroom					350 sf	х	0	=	- sf
	Women's Restroom					350 sf	х	0	=	- sf
	Vending Machines (food and beverage)								=	40 sf
	Subtotal									7,485 sf
	Grossing Factor							30%	+	2,246 sf
	Total									9,731 sf

<u>10</u> 87

lation

Public									
Circulation/Information Desk -3 Staff Members	3 staff	Х	80 sf/station	=	240 sf			=	240 sf
Mobile Service Points	3 stations	Х	30 sf/station	=	90 sf			=	90 sf
Holds Shelves - Public Access (possibility of 24/7 access)	20 shelves	Х	18 sf/shelf	=	360 sf			=	360 sf
Laptop, E-Book Vending								=	30 sf
Public Print - Separate Scan/Copy Machines								=	120 sf
Self Check Stations (Adult only, see Youth for Kids)					16 sf	Х	4	=	64 sf
Back of House									
Staff Hotelling Workstations (incl youth) - 6x6					36 sf	Х	12	=	432 sf
Processing & Timecard Workstations					24 sf	Х	4	=	96 sf
Mobile ped storage					4 sf	Х	20		80 sf
Small Staff Meeting Room	4 people	х	25 sf/person	=	100 sf	Х	2 room	=	200 sf
Staff Project Work Area (includes work table)								=	150 sf
Sorter & Bins (7 on + 2 off + 6 in motion + 2 at book drop + 1 for donations)								=	400 sf
Outgoing Green Tubs	18 tub stacks	х	14 sf/stack	=	252 sf			=	252 sf
Redistribution Green Tubs	2 tub stacks	Х	14 sf/stack	=	28 sf			=	28 sf
Holds Green Tubs	6 tub stacks	х	14 sf/stack	=	84 sf			=	84 sf
Book Carts/Processing	30 carts	х	9 sf/carts	=	270 sf			=	270 sf
Exterior Book Drop Receiving								=	100 sf
Friends Book Donations	10 boxes							=	80 sf
Storage for Staff Laptops								=	30 sf
General Library Storage (furniture preferred - not casework or closet)								=	80 sf
Break Room (includes mail slots)								=	300 sf
Mother's Room								=	80 sf
Staff Lockers	50 lockers	Х	3 sf/locker	=	150 sf			=	150 sf
taff Toilets (non gender)					60 sf	Х	2	=	120 sf
ubtotal									3,836 sf
Grossing Factor							30%	+	1,151 sf
⁻ otal									4,987 sf
xa Library Lane									
Processing & Timecard Workstations					24 sf	Х	2	=	48 sf
Holds Shelves - Staff Access	6 shelves	х	18 sf/shelf	=	108 sf			=	108 sf
Friends Donations			,					=	10 sf
Book Drop								=	64 sf
ubtotal									230 sf
Grossing Factor							30%	+	69 sf
Total									299 sf

Adult Services

Adult Non-Fiction								=	1,494 sf
Adult Fiction								=	1,080 sf
Popular Materials/Paperback (included in Adult Fiction & Non-Fiction)								=	- sf
Current Periodicals								=	- sf
Large Print / Western								=	162 sf
Adult/Teen Graphic								=	90 sf
CD Music								=	180 sf
CD Audio								=	288 sf
Adult DVD Fiction								=	288 sf
Adult DVD Nonfiction								=	180 sf
New Materials Seating Area	8 seats	Х	30 sf/person	=	240 sf			=	240 sf
Adult Tables - Large	4 tables	Х	110 sf/table	=	440 sf			=	440 sf
Adult Tables - Small	20 tables	Х	55 sf/table	=	1100 sf			=	1,100 sf
Adult Soft Seating Area	24 seats	Х	30 sf/person	=	720 sf			=	720 sf
Adult Public Access Catalog	3 stations	Х	5 st/station	=	15 sf			=	15 sf
Computers (groups of 4)	20 computers	Х	25 sf/person	=	500 sf			=	500 sf
Tech Bar	10 spaces	Х	25 sf/person	=	250 sf			=	250 sf
Entrepreneur Neighborhood/Resources								=	120 sf
Open Collaboration Tables	5 people	Х	25 sf/person	=	125 sf	Х	2 areas	=	250 sf
Grand Living Room								=	2,200 sf
Subtotal								=	9,597 sf
Grossing Factor							30%	+	2,879 sf
Total									12,477 sf

<u>12</u>

Youth Services

outil Scivices								
Early Reader Area								
Children's E Collection							=	450 sf
Children's Easy Book Bins							=	216 sf
Children's Programs/Story Time	50 people	х	10 sf/person	=	500 sf		=	500 sf
Story Time Chair Storage							=	40 sf
Children's Storage							=	120 sf
Parent/Child Reading	4 seats	х	30 sf/person	=	120 sf		=	120 sf
Early Literacy Space (includes 4 tables)							=	400 sf
Parenting Space/Seating	6 seats	х	30 sf/person	=	180 sf		=	180 sf
Children's Reading Nooks	6 nooks	х	15 sf/nook	=	90 sf		=	90 sf
Children's Family Restroom							=	60 sf
Juvenile Area								
Children's Public Access Catalog	2 stations	Х	5 sf/station	=	10 sf		=	10 sf
Juvenile Collection							=	396 sf
Juvenile CD Audio							=	36 sf
Juvenile DVD Fiction							=	144 sf
Juvenile DVD Nonfiction							=	54 sf
Juvenile Graphic							=	36 sf
Juvenile Computer Touchdown (BYOD)	6 stations	х	25 sf/station	=	150 sf		=	150 sf
Juvenile Computers	6 computers	х	25 sf/person	=	150 sf		=	150 sf
Tutoring Tables	4 tables	Х	85 sf/table	=	340 sf		=	340 sf
Parent/Child Reading	4 seats	х	30 sf/person	=	120 sf		=	120 sf
Interactive/Experiential/Activity Space							=	400 sf
Self Check Stations (Adult only, see Youth for Kids)					16 sf x 2	2	=	32 sf
Teen Area								
Teen Collection							=	162 sf
Teen CD Audio							=	18 sf
Study Tables - Large	2 tables	Х	110 sf/table	=	220 sf		=	220 sf
Study Tables - Small	2 tables	х	55 sf/table	=	110 sf		=	110 sf
Teen Seating Area	12 seats	Х	30 sf/person	=	360 sf		=	360 sf
Teen Public Access Catalog	1 station	х	5 sf/station	=	5 sf		=	5 sf
Fixed Computers with BYOD Inputs	6 computers	х	30 sf/person	=	180 sf		=	180 sf
Collaborative Computing/Gaming	6 seats	Х	15 sf/person	=	90 sf x 2	2	=	180 sf
Digital Media Lab (within room or in open area)	10 people	х	40 sf/person	=	400 sf		=	400 sf
Subtotal								5,679 sf
Grossing Factor						30%	% +	1,704 sf
Total								7,383 sf

_			
Buil	ding	Supp	ort

• • • • • • • • • • • • • • • • • • • •		
Public Restrooms		
Male (1 per floor)	350 sf x 2 floors =	700 sf
Female (1 per floor)	$350 \text{ sf } \times 2 \text{ floors} =$	700 sf
Gender Neutral	80 sf \times 2 floors =	160 sf
Custodial		
Housekeeping (1st Floor)		120 sf
Janitor's Closet (2nd Floor)		80 sf
Telecom Room	80 sf x 2 rooms =	160 sf
Electrical Service	=	180 sf
Secondary Electrical Room	=	70 sf
Mechanical Penthouse	=	2,000 sf
Subtotal		4,170 sf
Grossing Factor	30% +	1,251 sf
Total		5,421 sf

Vertical Circulation

Main Public Monumental Stair	200 sf x	1 stairs	=	200 sf
Egress Stair	200 sf x	2 stairs	=	400 sf
Public Elevator	100 sf x	1 elev	=	100 sf
Elevator Equipment Room			=	80 sf
Subtotal				780 sf
Grossing Factor		30%	+	234 sf
Total				1,014 sf

Subtotal by Category

u	total by category				
	Programs/Events/Meeting Spaces			9,731	sf
	Circulation			4,987	sf
	Lenexa Library Lane			299	sf
	Adult Services			12,477	sf
	Youth Services			7,383	sf
	Building Support			5,421	sf
	Vertical Circulation			1,014	sf
	Total			41,312	sf
		Net	=	26.518	sf

91

Gross = 14,794 sf Total = 41,312 sf

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Concept

The preliminary 41,300 GSF space program was used to explore a conceptual "test fit" for the library on the proposed 24,000 SF site. Conceptual alternatives were explored in a series of interactive workshops with Library and Johnson County Facilities Staff. The concept studies confirmed that the library program can be accommodated and organized in a variety of two story configurations on the available site.

SITE ORGANIZATION

Located at the northwest intersection of Penrose Lane and 88th Terrace, the proposed library will have a strong civic presence and is organized to take advantage of this prominent corner site and to complement the City of Lenexa's City Hall and Recreation Center in overall scale and massing. The library will have a strong architectural presence on each of its three exposed facades and a street level retail presence along Penrose Lane and 88th Terrace. The north façade will face the City of Lenexa's Public Market and will engage the "Strata," a shared landscaped urban pocket park. The Library's west face will share a party wall with the City's adjacent parking structure.

The walkable nature of City Center will support pedestrian access to the library from all directions. Bicycle parking and public transit stops are being included in the overall City Center master plan. The adjacent Stream Way trail system will also support walking traffic from the surrounding community.

Primary vehicular access for patrons and staff will be via the public parking garage entrances along 88th Terrace and Winchester Street. Additional free on-street parking throughout City Center is also available.



recycling will be via the shared service dock and freight elevator located on the lower level of the parking structure directly adjacent to the library.

The library site elevation falls approximately 14 feet from west to east. A generous public stair connects the lower Strata level with the upper Festival Plaza level and parking structure. This grade change suggests a two story configuration for the library with the option for accessible public entrances on both levels. This configuration will maximize access and convenience for patrons and staff and allows each level of the library to focus on the unique demographic being served.





BUILDING ORGANIZATION

The conceptual "test fit" is organized on two floors. The Upper floor or "Plaza Level" provides direct accessible patron and staff access to the library from the adjacent parking structure via the covered walk that extends along its north face. A primary public entrance at the northwest corner of the Library complements the directly adjacent City Hall entrance and provides access to an enclosed public "gallery" just outside the secure perimeter of the Library. This daylit public gallery provides a climate controlled entrance zone with direct access to the upper library entrance, and a generous open stair and elevator link down to the Strata level below. This gracious entrance zone becomes an extension of the adjacent Strata and, a place for people to gather, access wi-fi and interact without entering the Library's RFID gates.

It should be noted that the JCL core team evaluated both one-entrance and twoentrance concepts and concluded that a two entrance scenario was preferred. The two entrance option will be much more convenient for patrons. That said, a single entrance solution is still viable with minor modifications to the proposed concept if the operational complexities are ultimately perceived to be too difficult to manage.

PLAZA LEVEL

The upper Plaza level library entrance provides direct wheelchair accessible access for library patrons, staff and particularly families with children and strollers entering from the garage. The Plaza level is devoted to the early childhood and juvenile program areas and collections and central circulation services and support. A service elevator at the shared service dock provides a direct route for incoming and outgoing material deliveries. A discrete staff entrance provides direct access to the circulation work area.

STRATA LEVEL

The lower Strata level of the Library enjoys a stronger urban retail presence and street level visibility. A public entrance on this level provides a direct wheelchair accessible connection to the adjacent landscaped Strata and Public Market. The Strata level is devoted to adult, teen, programming space and collections. A two

<u>16</u> 93

story grand living room occupies the prominent northeast corner of the floor with open views to the Strata and Penrose Lane streetscape.

MECHANICAL PENTHOUSE LEVEL

Mechanical air handling equipment is located in an enclosed penthouse above the second floor. Roof top air cooled condensing units are located in a screened enclosure on the roof level. An enclosed stair and elevator extend to the roof level for service access.

OPTIONAL ROOF TERRACE

The concept study also explored the option for a roof top events terrace. This is outside the base 41,300 GSF library program. Stair and elevators would provide accessible access to the roof level. Mens and womens restrooms and catering support could also be developed.

BOOK CONVEYANCE

Efficient material handling is essential to JCL's business model and the Library's operational success. The program and concept plan presented here propose an automated conveyance and sorting solution to streamline the movement of materials between service points throughout the facility. An overhead conveyor will deliver materials received at the vehicular drop-off in the garage to a sorter in the circulation area on the upper floor of the Library. An option to provide two-way conveyance from circ to the garage station for delivering holds for vehicular pick-up is also being considered. The conveyance path will extend across the loading dock platform overhead and will require both vertical and horizontal conveyance. Within the Library, the book drops will also be tied into the sorter as part of the conveyance system. An alternate manual delivery path has

also been identified in the event of temporary interruptions to the automated system.

TECHNOLOGY INTEGRATION

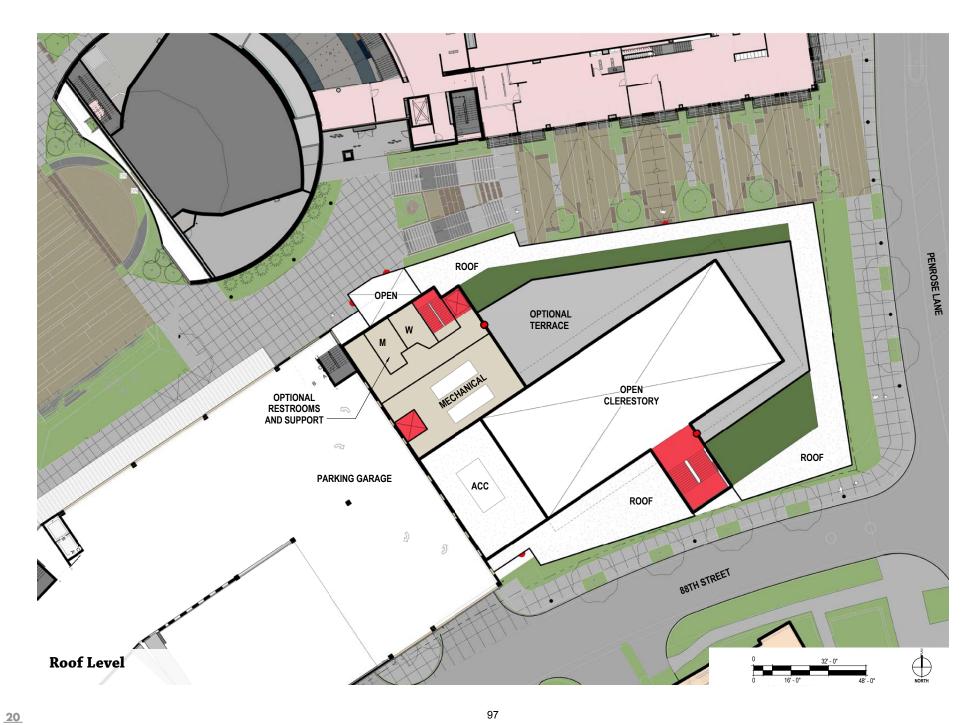
JCL's stated goals include ensuring that "people experience library services and resources through the innovative use of technology." To this end, technology will be integrated throughout the Library. Digital signage will be provided in strategic locations that for promoting library and community events. Public access catalogs will be embedded within the collections while remaining visible to patrons. Self-check stations will be located at each primary exit and within the children's area. Computer stations will be dispersed throughout the Library to serve adults, teens, and juveniles. In addition, the teen area will feature collaborative computing/gaming stations. Computers are intentionally absent in the early reader area to avoid distraction and promote early literacy. Large meeting rooms will be equipped with projection capabilities, while medium and small meeting rooms will have appropriately sized flat panel displays. All meeting rooms will require users to provide their own computer or device for content. JCL currently has an online scheduling system that may be expanded to include a touch screen room schedule display at each meeting room.

Technology aspirations for this branch also include finding unique ways to engage patrons. This could be a ticker tape with best sellers and staff favorites or an oversized touchscreen that serves as a giant public access catalogue.









Site & Building Systems

SITE DEVELOPMENT SUMMARY

The proposed site at the corner of Penrose Lane and 88th Terrace is approximately half an acre and was mass graded in 2009, and then again with the construction of the Lenexa Civic Center building complex. The site drains stormwater via overland flow, generally from west (elevation 1022') to east (elevation 1009') and no impervious surface currently exists on site.

The site is part of the northern watershed of Lenexa City Center for which stormwater detention is provided for by the detention basin system constructed with Central Green Park, located north of the project area. The basin was designed with a rational method "C" value of 0.87. According to Flood Insurance Rate Maps (FIRMs) for Johnson County, Kansas (20091C0034G and 20091C0049G), the site is situated within Zone X, areas determined to be outside the 0.2% annual chance floodplain.

Multiple utilities exist in the area and will be utilized to serve the proposed development. The site is to be graded to drain generally west to east, though a majority of the site will be covered by the building footprint. The site will tie in to the sidewalk and amenity zone along Penrose Lane to the east, the Civic Plazas to the north, and 88th Terrace to the south. Enclosed storm sewer may be connected to the public storm sewer system on the south along 88th Terrace or to the east on Penrose Lane.

The site is zoned CC and as such is exempt from level of service water quality calculations, however the site is required to include water quality best management practices (BMPs) on site as a form of pre-treatment. Stormwater detention is accounted for with the Central Green Park detention basin as previously mentioned. Sanitary Sewer for the building will be served by the Johnson County Wastewater sanitary sewer main running along Penrose Lane. The connection to the sanitary sewer main will require a street cut, as there is no sanitary service stub for this portion of the development. Water service, from WaterOne, and gas service, from Kansas Gas, may be obtained from the respective mains to either the south under 88th Terrace or to the east under Penrose Lane.

Street cuts will be required for both water and gas service lines as there are no existing service lines for either utility service. All street, sidewalk, and amenity zone areas disturbed by construction must be replaced and constructed to meet Lenexa City Center Neighborhood Design Standards and Guidelines, adopted April 17, 2007, revised 2015.

The Library will be responsible for amenity zone improvement along 88th Terrace. Amenity zone improvement along Penrose will be funded separately by the City of Lenexa.

An ALTA survey of the site was completed by GBA in May 2016. A revised survey and legal description are forthcoming.

GEOTECHNICAL SUMMARY

A geotechnical report was completed for the Civic Center site in May 2015. Although there were no borings taken within the Library site, the investigations completed for City Hall and the Parking Garage would suggest that limestone is likely present at shallow elevations relative to the proposed lower level floor slab of the Library. The attached cost estimate includes provisions for limited rock excavation, similar to what was encountered at the City Hall and Parking Garage sites. A separate geotechnical investigation at the Library site is recommended to confirm subsurface conditions and establish foundation design criteria for the Library.

STRUCTURAL SYSTEMS

The building structural system is anticipated to be structural steel with composite concrete deck. Foundation systems will be confirmed with the geotechnical investigation and report.

EXTERIOR SKIN

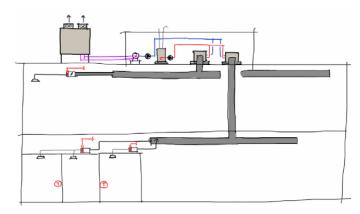
Exterior skin and wall assemblies are anticipated to be a combination of masonry, metal panel and glazing systems, over structural metal stud framing systems and integral insulation and vapor barrier systems. City of Lenexa City Center Design guidelines provide recommendations for acceptable materials and proportion of material for building faced treatments.

HVAC

The following describes the HVAC systems that will be utilized to serve the library. The system will provide adequate zoning and flexibility for a variety of spaces keeping in mind the project budget, maintenance costs and utility costs.

Air Cooled Chiller with Variable Air Volume Air Handler System

The proposed approach for the building will utilize multiple indoor VAV air handlers. The indoor air handling units (located in a penthouse remotely from noise sensitive spaces) will provide conditioned air to each zone through variable volume terminal units with hydronic reheat.



AIR COOLED CHILLER & INDOOR VAV AIR HANDLER SCHEMATIC

Boiler Plant

The heating hot water system shall be comprised of two high efficiency gas-fired condensing boilers (approximately 1000 BTU/hr each). The space required for the two boilers, clearances, and the associated pumps and accessories is anticipated to be approximately 300 SF. Heating hot water shall be distributed through a constant flow primary/variable flow secondary pumping scheme. Each constant

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volume primary pump will be sized for its specific boiler to provide the manufacturer's minimum flow rate. Two variable secondary pumps will be provided to serve the building. Each secondary pump will be sized for 50% of the total building load, providing some redundancy. Heating hot water shall be distributed to the individual air handler heating coils and the individual zone terminal boxes (for reheat) through insulated piping.

Chilled Water Plant

The chilled water system shall be comprised of a roof mounted air cooled chiller with a remote evaporator barrel located within the Penthouse mechanical room. The space required for the remote evaporator barrel and associated piping and pumps is anticipated to be approximately 300 SF. In order to improve energy savings compared to the ASHRAE 90.1-2007 baseline (LEED V3) the chiller will be a High Efficiency either Scroll or Screw Chiller depending on available products for the required cooling load of the building. Currently the loads are anticipated to be less than 150 tons.

The owner's preference is to avoid the use of glycol in the chilled water system. To address this concern with low maintenance we recommend the use of a remote mounted evaporator barrel. During building and system design it is important that a short distance is maintained between outdoor air cooled chiller and the remote barrel located within the penthouse mechanical room. Chilled water shall be distributed through a variable primary flow pumping scheme. Chilled water will be distributed to the individual air handler cooling coils through insulated piping.

The water treatment system will be a combination one shot feeder and side stream bag filter assembly, or separate feeder and side stream filter to achieve same result, designed to meet the pressure requirements of the specific system. The feeder will have a minimum capacity of two gallons, carbon steel housing with 304 stainless steel basket, minimum of fifteen bags for start-up and the first year operation. The feeder drain will be piped to the nearest floor drain. A minimum of one year's supply of the recommended formula for scale and corrosion protection of the closed recirculating system and water management and service program for a period of one year from start-up of system will be provided.

Indoor Variable Air Volume Air Handling System (VAV)

The air handling units (AHU) for each space shall consist of multiple indoor units with variable frequency drives (VFD) for load control. Based on preliminary estimates, two AHU's will be necessary with one AHU per floor. The upper floor AHU is anticipated to be approximately 28,000 CFM (requiring a space footprint of minimum of 700 SF). The AHU serving the lower floor is anticipated to be approximately 26,000 CFM (also requiring a space footprint of minimum of 700 SF).

The indoor air handling units shall include single wall construction, economizer section, variable speed powered exhaust, MERV 13 filter mixing box, hot water heating coil section, chilled water cooling coil section, stainless steel drain pan, and variable speed plenum type supply fan(s), and hinged access doors with service lights. Outside air dampers will be provided with an outside airflow measuring station and will have a minimum ventilation position during occupied hours. Carbon Dioxide sensors will be provided within the unit's thermal zone. If CO2 levels in the zone rises above 900 parts per minute (adjustable) the outside air dampers will adjust to bring in more fresh air and lower the CO2 level. The building will utilize a plenum return air system. During periods when cooling is required and the

outside air is 55 degrees or less, the unit will enter into economizer mode. The outside air dampers will fully open providing "free cooling" to the zones.

Variable air volume terminal units serve each zone. When a zone becomes satisfied, the terminal unit begins to reduce the amount of conditioned air into the space until the airflow is reduced to a minimum ventilation set point. If the temperature within the space drops below the cooling set point, heating water is pumped through the terminal unit to raise the supply air temperature.

PLUMBING

The following describes the plumbing systems that will be utilized to serve the library.

Domestic Water (potable):

Domestic hot and cold water shall be provided for all domestic plumbing fixtures and devices that require potable water.

Domestic Hot Water:

Hot water shall be provided by central high efficiency gas fired type water heaters with storage tanks or with fuel fired tank type water heaters. It is recommended that these be located within the mechanical penthouse or on the upper floor for ease of installing combustion intake and flue. Domestic hot water will to be heated to 120 degrees. Thermostatic mixing valves shall be installed for break room sinks, lavatories and hand sinks. The hot water system will be recirculated.

Sanitary, Waste and Vent System:

A gravity sanitary, waste, and vent system shall be provided for the facility. The system shall connect to each plumbing fixture.

Storm Water Drainage System

A gravity storm drainage system shall be provided for the facility. The system shall connect to each roof drain, area drain, and trench drain. The storm drainage system shall be sized based upon the local rainfall rates and an 1/8-inch per foot horizontal slope. Secondary roof drains will discharge separate from the primary system grade or onto roofs below. Condensate shall discharge to storm on roof and to sanitary inside of the building.

Natural Gas System:

Natural gas shall be provided for all gas fed equipment. The distribution system shall include all regulators, valves, vents, piping and fittings that are required for the facility.

Plumbing Fixtures:

All plumbing fixtures shall be High Efficiency Type and maintain the following water consumption values:

•	Water Closet	1.28 GPF
•	Urinal	.125 GPF
•	Lavatory	0.5 GPM
•	Sinks	1.5 GPM
•	Showers	1.8 GPM

Water closets shall be wall hung vitreous china with sensor operated hard wired automatic flush valves. Urinals shall be wall hung vitreous china with sensor operated hard wired automatic flush valves. Lavatories shall be vitreous china undercounter or wall mounted type (as needed) with sensor

<u>24</u>

operated hard wired automatic faucets. Sinks in break rooms shall be stainless steel single or double compartment under counter mount type. Electric water coolers shall be dual height, wall hung, push button operated and stainless steel construction with integral chiller units and bottle fill station.

Janitor's mop sinks shall be 24" x 24" x 12" terrazzo floor mounted type. Floor drains for general use shall be provided with removable nickel bronze grates and trap seals. Floor drain for receiving high flow shall be provided with trip primer. Floor drains shall be provided in each restroom. Each public restroom shall have approximately one floor drain for every four water closets. Recessed box type freeze-proof wall hydrants shall be on the exterior of the building near each entrance or at a maximum of every 200 feet. Fixtures shall be provided with chromium plated brass trim and individual stop valves.

ELECTRICAL

The following describes the electrical systems that will be utilized to serve the library.

Service Size

Primary power is currently located at the southeast corner of the site and will be extended to a new utility transformer that will be located at the southwest corner of the building. One 480Y/277V secondary, pad-mounted step-down transformer will be provided to serve a new 1,000A, 480/277V, three-phase, four-wire switchboard. This switchboard will serve electrical distribution equipment throughout the building.

Emergency Power

Emergency lighting will be provided using wall or ceiling mounted emergency lighting units with integral batteries to provide required emergency egress illumination for 90 minutes.

Power and Data

Convenience power outlets will be available to patrons throughout the Library. Both standard receptacles and USB power will be considered where applicable. Wired data connections will be provided at all fixed computer terminals and flat panel displays, and dense wi-fi coverage will provide seamless connectivity for wireless devices throughout the branch. A raised access floor is proposed throughout both floors for power and data to maximize future flexibility.

Light Fixtures and Materials

LED lighting will be utilized wherever feasible. If fluorescent lamps are required, T-5 lamps will be utilized. Exit signs will be low wattage LED type with green letters.

Lighting Controls

In general, a relay based automatic central control lighting system consisting of lighting control panels shall be provided with timed automatic control of spaces. Local occupancy sensors and central lighting control panels will be utilized. Local occupancy sensors and manual override switches shall be provided in each privately occupied space. A daylight dimming control system will be utilized for all corridors, lobbies, open office, stacks, stairs, and other public spaces with exterior glazing. Ceiling mounted occupancy sensors will be provided throughout for automated control of lighting based on occupancy. The use of wall mounted occupancy sensors will be avoided unless required for cost savings. All light fixtures in Conference/Meeting Rooms shall be dimmable and multiple zones of control shall be provided where possible.

Low Voltage Systems

Provisions for "rough-in" requirements for telephone, CATV, security, A/V, and data network equipment will be made. Such provisions may include empty conduits, cable trays, conduit sleeves, pull boxes, outlet boxes, telephone terminal boards, etc. Generally, communication outlets will consist of a junction box with 1" conduit stubbed into accessible ceiling space. All device and equipment locations will be directed by and coordinated with Architect, Owner, and other consultants as necessary.

FIRE PROTECTION

The following describes the fire protection systems that will be utilized to serve the library.

Fire Service Entrance

A fire service line will be located in the mechanical room housing both the domestic and fire water service entries. A horizontal double check back flow preventer in accordance with the Water Department's Cross-connection Control requirements shall be installed at the service riser inside the building. In addition, a water line will extend from the sprinkler riser to a remote fire department connection located outside the building within 100 feet of a fire hydrant for fire department access.

Fire Standpipe System

A manual wet standpipe system will be provided at the intermediate landings of all required egress stairways. Hose connections shall be 2-½" with caps on all hose connections as required by the Authority Having Jurisdiction. All standpipes shall be extended to the roof level and provided with a control valve and ball drip, piped to drain and located within conditioned areas of the building.

Fire Sprinkler System

Complete automatic sprinkler protection complying with NFPA 13 and fed from the standpipe system shall be provided throughout all areas of the building. Sprinkler protection will be designed for a combination of Light and Ordinary Hazard, depending on the space.

Fire Alarm System

The building shall be provided with an emergency voice/alarm communication system complying with NFPA 72 and the IBC. The fire alarm control panel shall be located in the main electrical room on the ground floor in a location coordinated with the responding fire department.

CONTROLS

A complete Building Management System (BMS) with digital control will be provided. All new automation and control components shall be integrated into a distributed network system communicating over a non-proprietary local area network and provide hardware consisting of field Stand-Alone Direct Digital Controllers (DDC), Smart Local DDC's and PC-based operator workstations. The BMS shall include the automatic control of all central plant level, system level and zone level equipment.

City of Lenexa Adopted Building Codes

2006 International Building Code

2006 International Energy Conservation Code

2006 International Fire Code

2006 International Property Maintenance

2006 International Plumbing Code

2006 International Mechanical Code

2005 National Electric Code

2010 ADA Standards for Accessible Design

City of Lenexa Zoning (Zoned 'CC' for City Center Core)

Use Group & Occupancy

A-3 Assembly (IBC Section 303)

Occupant Load Calculations (IBC Table 1004.1.1)

• Library Reading Areas: 50 nsf per person

Library Stack Areas: 100 gsf per person

Business/Staff Areas: 100 gsf per person

Storage & Mechanical: 300 gsf per person

• Small Meeting Rooms: 15 nsf per person

(Unconcentrated – tables and chairs)

Large Meeting Rooms: 7 nsf per person

(Concentrated – chairs only)

Atrium Requirements (IBC Section 404)

- Automatic sprinkler required throughout (404.3)
- Smoke control is not required for atriums that connect only two stories (404.4)
- Spaces adjacent to the atrium on any three floors can be non-separated (404.5, Exception 3)
- Interior finishes shall be not less than Class B with no reduction for sprinklers (404.7)
- Exit access travel distance on upper floor shall not exceed 200 feet (404.8)

Construction Type, Height & Area Limitations, Fire Resistance Ratings

- Construction Type IIB (Table 601)
- Allowable Height: 55' + 20' = 75' (Table 503 and Section 504.2)
- Allowable Height: 2 Stories + 1 Story = 3 Stories (Table 503 and Section 504.2)
- Allowable Area (per Story): $9,500 + (9,500 \times .65) + (9,500 \times 3) = 44,175$ sf (Section 506)
- Required Ratings (Tables 601 & 602)
 - Structural Frame: non-rated
 - Bearing Walls: non-rated
 - Shared Wall with S-2 Parking Garage: 1 hour
 - Non-Bearing Walls: non-rated
 - Floor Construction: non-rated
 - Roof Construction: non-rated
 - Stair Enclosures: not required (Section 1020.1 Exception 9), unless serving occupied roof terrace
 - Corridors: non-rated (Table 1017.1)

Fire Protection

- Automatic Sprinklers Required Throughout (Section 903.2.1.3)
- Portable Fire Extinguishers Required Throughout (Section 906.1)
- Fire Alarm & Detection System Required Throughout (Section 907.2)

Means of Egress

- Egress Width (IBC Chapter 10)
 - Stairways: 0.2" per Occupant (Table 1005.1)
 - All Other Egress: 0.15" per Occupant (Table 1005.1)
 - Corridors: 36" where serving <50, 44" where serving 50 or more
- Common Path of Travel: 75' max (Section 1014.3)
- Travel Distance: 250' max (Table 1016.1)
- Dead Ends: 20' max or 2.5x the width (Section 1017.3)
- Number of Exits (Tables 1015.1 & 1019.1)

Occupant Loads < 50: 1 Exit
Occupant Loads 50 to 500: 2 Exits
Occupant Loads 501 to 1,000: 3 Exits
Occupant Loads > 1,000: 4 Exits

• Exit Separation: Minimum 1/3 diagonal (1015.2.1 Exception 2)

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\$ -

Estimate

The following represents a high level estimate of probable cost for the proposed concept and is intended for preliminary budgeting purposes. The unit prices are informed by recent cost data from the other buildings on the Lenexa Civic Center site and industry cost metrics for the region.

LAND COSTSLand Donated

Ψ -	
\$ -	
\$14,483,700	
\$787,500	
\$15,271,200	
\$689,700	
\$689,700	
\$16,650,600	
\$211,500	
\$211,500	
\$1,140,800	
\$558,000	
\$1,698,800	
\$398,900	
\$104,900	
\$2,202,600	
	\$14,483,700 \$787,500 \$15,271,200 \$689,700 \$689,700 \$16,650,600 \$211,500 \$211,500 \$1,140,800 \$558,000 \$1,698,800 \$398,900

FIXTURES, FURNITURE & EQUIPMENT

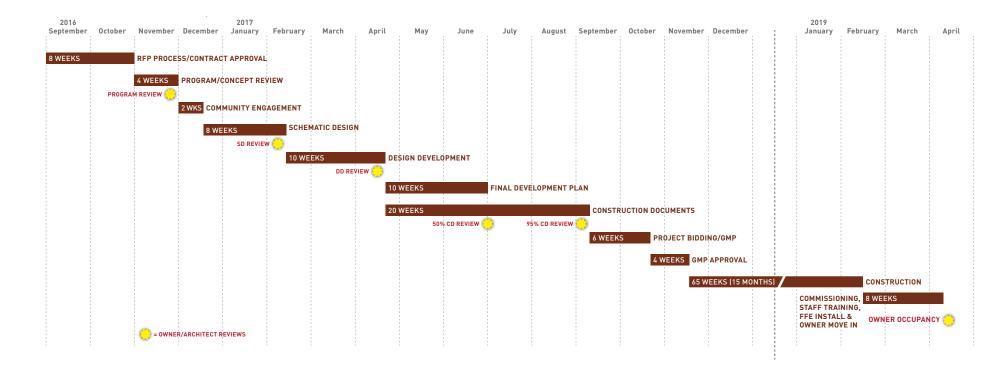
Furniture & Accessories	\$ 1,491,900	
Specialized Equipment	\$551,300	
Maintenance Startup	\$35,000	
Total Fixture, Furnishings & Equipment	\$2,078,200	
Total Anticipated Project Cost	\$21,142,900	
PROJECT BUDGET	\$21,146,700	

Roof Terrace - Estimated Add Alternate \$722,800

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Project Schedule

The following design and construction schedule is based on our understanding of the project scope and the Library and County's timeline and occupancy goals. Approximately $10\,\%$ months have been noted for design and documentation, 2 months for bidding and GMP, 15 months for construction, and 2 months for commissioning and move-in, resulting in an April 2019 target occupancy date. The schedule assumes construction manager as constructor project delivery.



PGAVARCHITECTS

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Library

JCL Board Presentation August 11, 2016





"Bad libraries build collections, good libraries build services, great libraries build communities"

- R. David Lankes



Lenexa City Center





CITY CENTER LENEXA

87TH STREET PARKWAY & RENNER BOULEVARD

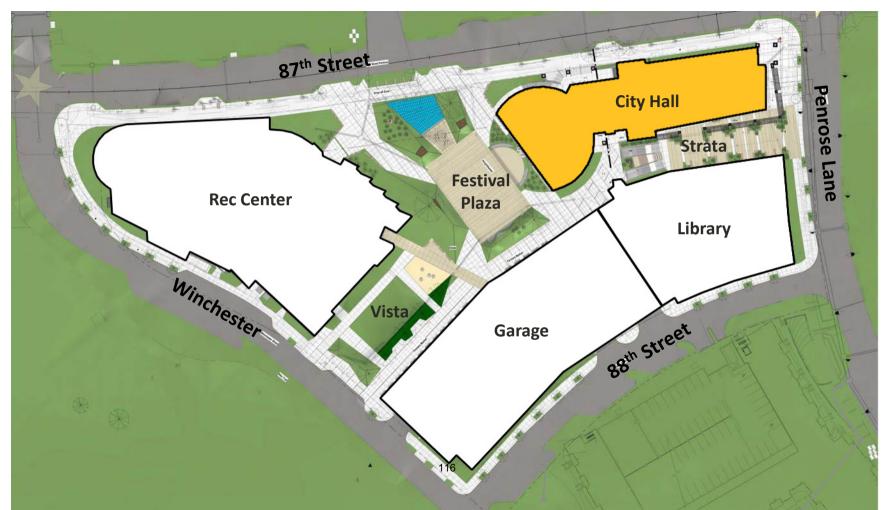
LENEXA, KANSAS

14 OCT 2014



Looking Southwest





Neighbors – City Hall & Public Market

JOHNSON COUNTY Library

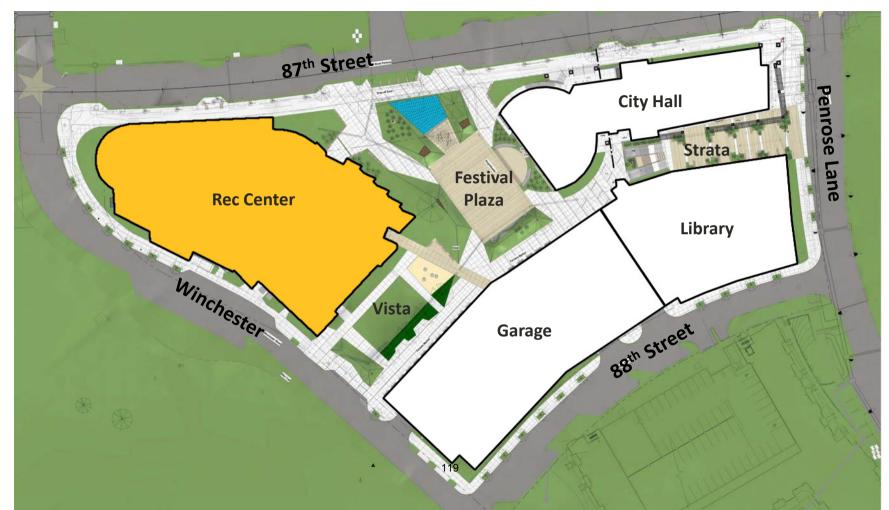
- Story, 70,000 SF
- Public Market Space, including mezzanine w/ demonstration kitchen and public meeting room
- 250 Seat Community
 Forum w/ green room
- Lobby and Art Space



Neighbors – City Hall & Public Market







Neighbors – Community Recreation Center



- 3 Story, 100,000 SF
- Lobby, Reception
- Family and Adult locker rooms (wind shelter)
- Parks & Rec Offices

Natatorium:

 3 story slide, 4 separate pool systems, 3 lap lanes, diving well w/ climbing wall & platform, wellness pool, lazy river, zero entry pool, play structure, party rooms

Community Fitness:

 Auxiliary Gym w/ viewing, Double Gymnasium, 1/6th mile track (incline w/ bypass), strength training, cardio, 3 group exercise rooms, outdoor exercise terrace











Penrose Looking North

Penrose Looking South

Strategic Plan



Education

Goal 1: Library staff will exemplify the brand promise in their interactions with people.

Goal 2: People will achieve higher levels of personal success through digital literacy.

Goal 3: People with specific educational or informational needs will be supported by the Library.

Community Building

Goal 4: People will connect and interact because of Library partnerships and collaborations.

Goal 5: People will experience a welcoming library environment that meets their needs.

3. Convenience

Goal 7:

Goal 8:

Goal 6: People will find Library staff, materials, and services convenient and easy to access.

> Library staff will engage in a workforce that is collaborative, connected, efficient, and effective.

People will experience library services and resources through the innovative use of technology.

Community Events & Partnerships







Movie Nights



Cooking Demonstrations



Promoting Wellness

Civic Events







Public Speakers



Public Market

Storytelling



Civic Engagement

Our vision is a library that has...





Easy to access collections

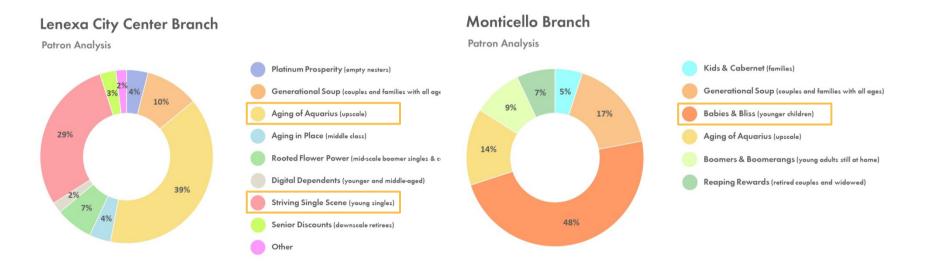


Innovative Technologies

Good Material Flow

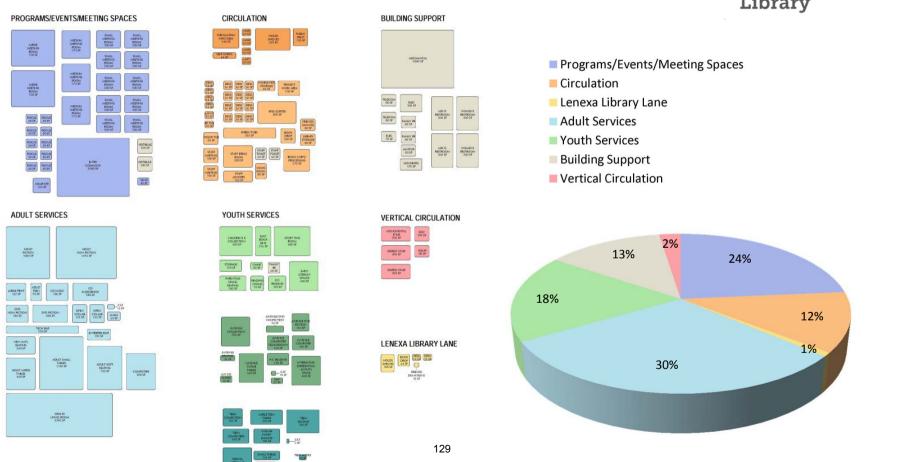
Demographics Comparison





Program Summary





Key Considerations

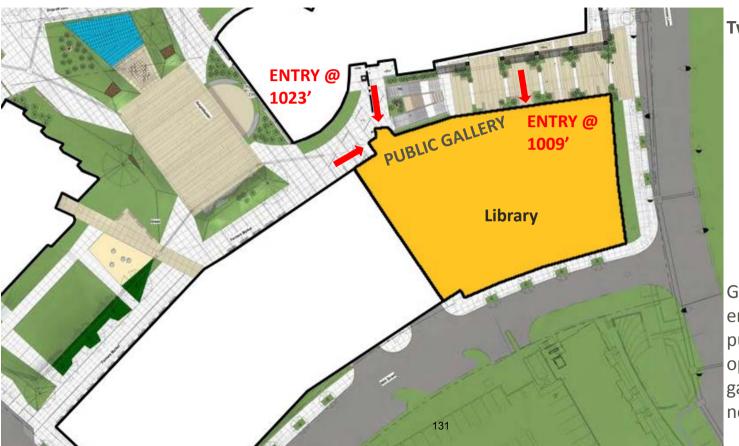




- Vehicular Book Drop/Holds Pickup
- Entry experience for patrons coming to the Library
- B) Efficient Material Flow Process
 - Allows for faster turn around time of materials for patrons
 - Maintain staff efficiency

Library Entrances





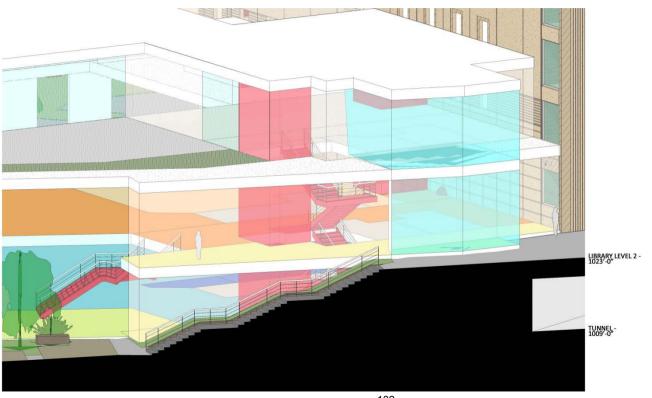
Two Entrances

- Level 1 Focus on adults
- Accommodate parents with children and strollers from garage and rec center

Gallery between entrances becomes a public space with opportunities for gathering outside of normal library hours

Library Entrances

LIBRARY LEVEL 1 -

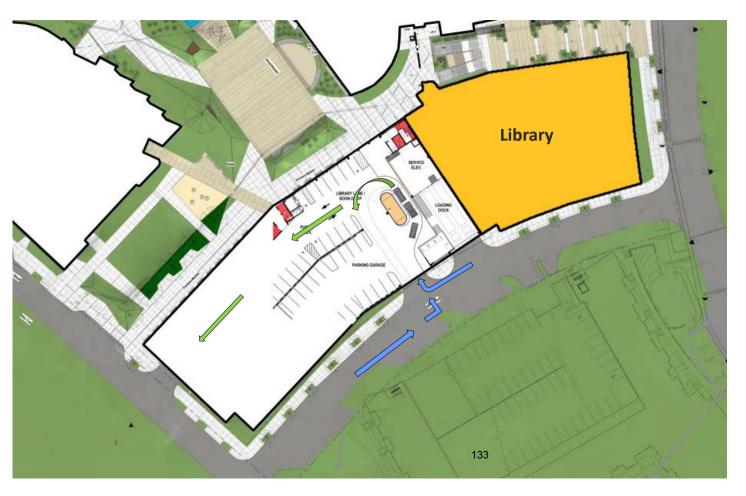




Two Entrances

- Level 1 Focuson adults
- Level 2 Accommodate
 parents with
 children and
 strollers from
 garage and rec
 center

Gallery between entrances becomes a public space with opportunities for gathering outside of normal library hours





Book Drop 24 hours a day, 7 days a week

Holds Pickup hours TBD

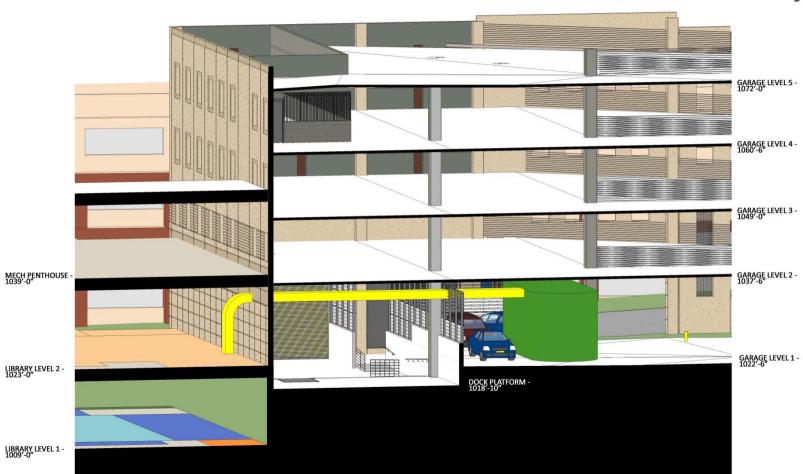
Provides greater customer convenience

Potential for expanded hours for library services

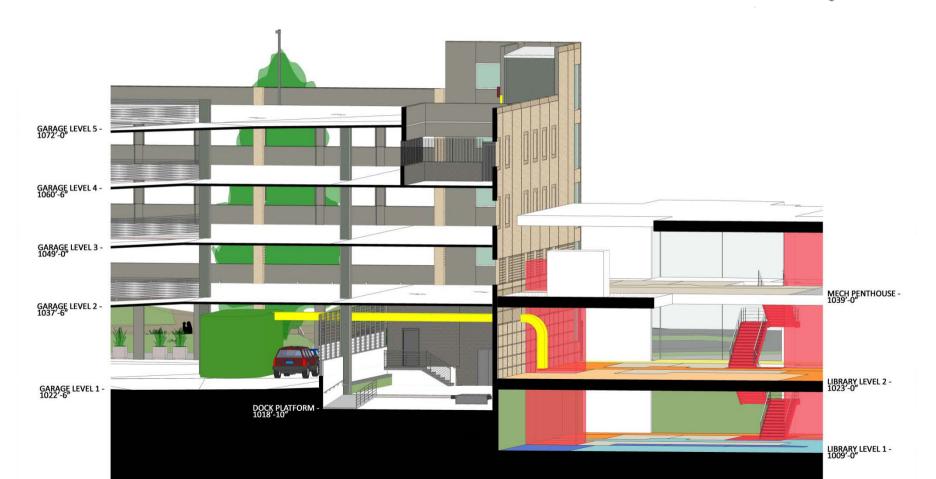






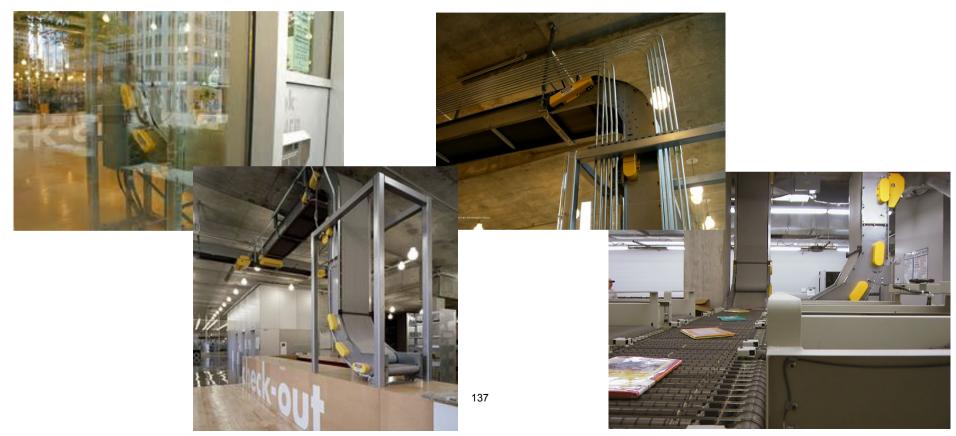








Seattle Public Library Conveyance System









- Programs/Events/Meeting Spaces
- Circulation
- Lenexa Library Lane
- Adult Services
- Youth Services
- Building Support
- Vertical Circulation





- Programs/Events/Meeting Spaces
- Circulation
- Lenexa Library Lane
- Adult Services
- Youth Services
- Building Support
- Vertical Circulation



















Library



















To: Library Board of Directors

From: Lenexa City Center Library Core Team

Dean Allman, Assistant Facilities Manager (JCL)

Mike Heffernan, Facilities Manager (JCL)

Elspeth Malcolm, Project Manager II (County Facilities)

Leslie Nord, Lackman / DeSoto Branch Manager

Scott Sime, Project Coordinator (JCL)

Georgia Sizemore, Project Management Specialist (County Facilities)

Date: August 11, 2016

The Lenexa City Center Library Core Team has been working with PGAV Architects and the City of Lenexa per the Property Conveyance Agreement to determine whether the site offered by the City of Lenexa is suitable to build an approximately 40,000 SF branch library.

We have worked with the PGAV team to determine that a branch library program will work on this site. Our group has done preliminary programming and delved into detail when necessary to look specifically at materials handling flow and likely locations for entrance, building massing, as well as test fitting the collection and other programmatic areas.

As you know, our primary site concern was the ability to include a drive-up bookdrop and holds-pickup window. The group has worked with the City of Lenexa to solve this issue to mutual satisfaction and we can now present our recommendation to accept the Lenexa City Center site.

Thank you! Lenexa City Center Core Team

Monticello Library Update-August 2016



Updates

- PBC/ Architecture update
- Design Development progress
- Public Art update
- Timeline update



PBC Update

- PBC has approved fully funded Architectural Services contract
- PBC has approved a resolution authorizing sale of bonds for Monticello



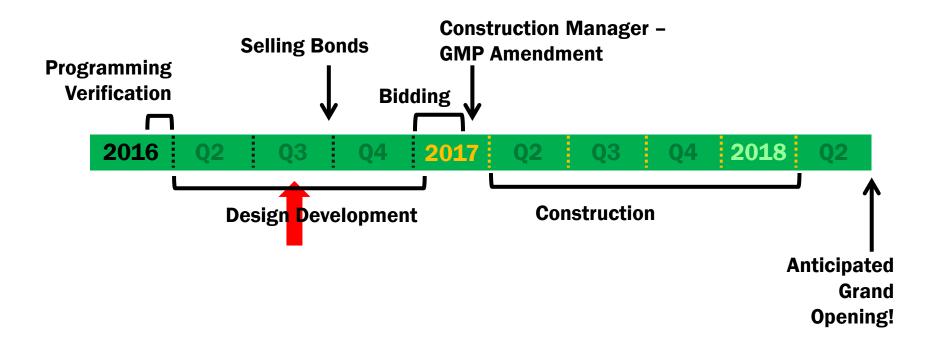
Design Development

 Informational presentation from the Architect in September

Public Art

- Artist Selection Panel
 - 1% of total project cost
 - Panel of six
 - Following County Purchasing Dept. RFP process
 - Have received 22 responses!

(anticipated) Timeline Update





Johnson County Library Board of Directors Selection of Calendar Events August – October, 2016

Dates	Events
Wednesday, August 31	Meet the Author: Terese Park
9:00 a.m 10:00 a.m.	Blue Valley
Thursday, September 8 5:30 p.m.	Opening reception for Exhibitions and Meet the Author: Greg Neri Central Resource
Saturday, September 10 10:00 a.m. – noon	Build Your Family Tree – Storyteller performances Central Resource and Lackman
Saturday, September 10 11:30 a.m.	Build Your Family Tree – Storyteller performances Antioch and Gardner
Wednesday, September 21	Gary Lezak
7:00 p.m. – 7:45 p.m.	Central Resource
Monday, September 26	Debate Watch Party
TBD	TBD
Tuesday, September 27	Justice for My People: Dr. Hector Garcia
6:00 p.m. – 7:45 p.m.	Central Resource
Tuesday, October 4	What Every Citizen Should Know About Guns
6:30 p.m. – 7:30 p.m.	Central Resource
Wednesday, October 5	Storytime Special Feature: Duncan Tonatiuh
6:30 p.m 7:15 p.m.	Central Resource
Second Saturday	!Viva La Fiesta! Hands-On activities
October 8	Antioch, Cedar Roe, De Soto and Lackman
10 a.m. – 2:00 p.m.	Libraries
Saturday, October 22	Teen Anime Festival
10:00 a.m. – 4:00 p.m.	Central Resource
Thursday, October 27 5:30 p.m.	Opening Reception of the Writers Conference Meet the Author: Jason Reynolds TBD

MINUTES JOHNSON COUNTY LIBRARY BOARD REGULAR MEETING

Thursday, July 14, 2016 Central Resource Library 4:00 p.m.

BOARD: John Nelson, JR Riley, Neil Shortlidge

Via conference call: Nancy Hupp

BOARD ATTORNEY: Fred Logan

BOCC: Jim Allen

FRIENDS OF THE LIBRARY: Julie Steiner

STAFF: Dean Allman, Michelle Beesley, Sean Casserley, Aveek Dhar, Monica Duffield, Emma Fernhout, Amy Fields, Lacie Griffin, Mike Heffernan, Joseph Keehn, Maryana Kislovsky, Christopher Leitch, Jennifer Mahnken, Nicki Neufeld, Conrad Niederhauser, Cheyenne Nipko, Brian Nomura, Abigial Pate, Kinsley Riggs, Michaela Scruggs, Emily Sherman, Scott Sime, Georgia Sizemore, Katie Stramel, Tricia Suellentrop, Tami Thomas, Adam Wathen, Kristin Whitehair, Amanda Williams, Ron Zluticky

GUESTS: Lenexa Mayor Mike Boehm, Andrew Logan, Todd Pelham, Debbie Turner, Maury Thompson, Ann Walter

John Nelson opened the meeting at 4:00 p.m.

CITZEN COMMENTS

Mayor Boehm shared that he will speak later if appropriate.

Lenexa resident, Debbie Turner addressed the Library Board regarding the planned location change of the Lackman branch. Ms. Turner stated that in her opinion the ultimate goal of the public Library is to be an integral part of the community, serving the people by providing life-long learning and access to resources. Currently the Lackman branch achieves that goal as it is located in the midst of housing developments that represent many demographics. The branch serves many people and it serves many needs. The current location is easily accessible by bikers, walkers and cars. It is currently easy to consolidate errands and include a library stop at the current location. Ms. Turner does not believe a Library at City Center will be as accessible to patrons. She asked if the community has been surveyed about changing the location.

Mr. Casserley thanked Ms. Turner for her comments and for sharing her concerns.

Mr. Nelson noted that the Library does typically have listening sessions. Mr. Casserley confirmed that listening session were held by Group4 during the development of the Comprehensive Library Master Plan. Online surveys and open comment sessions were held at various branches.

BOARD OF DIRECTORS COMMENTS

Mr. Shortlidge visited the meeting room and commented that the display of comic books looks great. He received a guided tour from Mr. Logan.

Mr. Nelson stated that he is filling in for Ms. Robinson who is not able to attend the meeting. Mr. Nelson and Mr. Casserley met with Denise McNerney to begin planning the Library Board Retreat that will be held August 2nd.

FRIENDS OF THE LIBRARY

Julie Steiner addressed the Library Board. The big summer book sale was held in early June and was a great success. The Friends are very happy with the location at Johnson County Community College. The book sale earned \$66,832 and 152 boxes of books were donated to charitable organizations. The Friends also recently held a reception to celebrate achieving \$1,000,000,000 in internet sales.

Selection of the biggest sales for May and June:

- HVAC Control Systems: Modeling, Analysis and Design sold for \$169.95
- Bruce Nauman: Exhibition Catalogue and Catalogue Raisonne sold for \$299.95

International orders were shipped to Canada, Australia, Norway and France.

The Friends are promoting a Back to School Sale that will be held in the Blue Valley meeting room Thursday, 7/28 through Saturday, 7/30.

Ms. Steiner recognized Ron Zluticky, Shanta Dickerson, Becky Epperson and Matt Delaney for the work they do to support the Friends organization.

BOARD OF COUNTY COMMISSIONER REPORT

Commissioner Allen commented on the county budget processed. The mill levy has been published that is consistent with last year's mill levy; there is no proposed increase for the county. The county is in good shape financially. The Board of County Commissioners adopted the County Manager's proposed budget with only a few changes.

Commissioner Allen shared that he has been entertained by watching individuals playing Pokémon Go around county buildings.

JOHNSON COUNTY LIBRARY FOUNDATION

Executive Director of the Library Foundation, Susan Mong, congratulated the Friends on their successful book sale and recognized the volunteers.

On behalf of the Foundation, Ms. Mong presented a check in the amount of \$147,139.00 to the Library. The amount represents the annual gift to support the collection and the funds raised to support the Library's technology needs.

Ms. Mong shared that the Foundation has received a \$30,000 grant from the Speas memorial fund to support youth programming. Another grant for \$5,000 has been secured from the RA Long Foundation to support the Homework help program.

Progress is being made with the Library Lets Loose event. Carol and Fred Logan will serve as the honorary hosts.

Ms. Mong shared a list of some of the experiences that will be featured at the event:

- The MakerSpace will be open, with laser cutting and 3D printing
- The Rabbit Hole featuring a 3D pop up display
- Virtual reality
- Nitro cold pressed coffee from the Roasterie
- An Octoberfest tasting station
- A Chocolate Cork tasting station
- Music from Victor and Penny and the Loose Change Orchestra
- A La Mode
- Hot Club KC

Sponsors of the event include:

- Baker and Taylor
- McCown Gordon Construction
- Performance Dashboard
- Shawnee Mission Health
- Titan Construction
- Stinson Leonard Street
- Kansas Gas Service
- Clark Enerson Partners

Ms. Mong asked that the Library Board please plan to join in the celebration on October 15th.

Mr. Casserley thanked the Foundation Board for their work and their gift to the Library. Without the Foundation the Library would not be what it is today.

BOARD COUNSEL REPORT

Mr. Logan spoke about the Lenexa project, which has been a complicated project made easier by the excellence of the Lenexa staff. He commented that things have been proceeding well with the project.

One issue that remains open is a shared parking maintenance agreement. The agreement has been drafted. The proposed maintenance fee is \$15,750 each year for 5 years. The experts on our staff are in agreement that this is a reasonable fee. Mr. Logan will make a recommendation that it be accepted.

Mr. Logan gave a report on the history of the Johnson County Library's major capital improvement projects. He reviewed his experience and expressed the importance that projects be phased. This is the model that the Commission followed during the 15 year period from 1985 to 2000. The region was growing in population at that time and the model made astute use of increased property valuation. The mill levy was only increased for the vote on the Central Resource Library.

1985 – The "West Branch" (Lackman) site was purchased in the Country Hill shopping center for \$200,000.

1986/1987 – There was a major renovation of Antioch

1989/1991 – A site was donated by a developer and the City of Leawood for the construction of Leawood Pioneer.

1990-1992 - Shawnee - the site was donated by the city of Shawnee

1992 – 1995 – Central Resource Library – the site was purchased for \$1M out of a New York bankruptcy court, contingent on a successful bond election. The bond issue passed in November, 1992 with a 73% yes vote.

1997 - 1999 - New Blue Valley - the site was donated by the City of Overland Park.

1998 – Cedar Roe renovation

2000 – Gardner – the site was donated by the City of Gardner The Oak Park renovation was approved The Cedar Roe project was approved.

All of the projects were completed in a phased way, with only some overlap between Shawnee and Leawood. Mr. Logan expressed that it is important to make maximum use of the mill levy increase by phasing projects.

In 2000, all projects stopped and it was eight years before the Monticello project was approved.

2008 – Monticello site purchased for \$750,000 A renovation of the Leawood Pioneer branch

2014 – Central Resource Library renovation

The vote made by the Commission last year has placed the Library and Board in the position to move forward with a phased implementation of the Comprehensive Library Master Plan, much like what occurred from 1985-2000.

COUNTY LIBRARIAN REPORT

BUDGET

STRATEGIC PLAN Finances and Statistics

Finance Director, Nicki Neufeld reported that on review of the May revenue report, 42% of the year has lapsed. We have collected about 55% of the budget to date which meets her expectations. We will collect another significant percentage in June or July and that will be reflected in the reports.

We are at 32% expended on expenditures, which is as anticipated given the changes to the mill levy in 2016.

Annual Report

Mr. Casserley presented the first copy of the 2015 Annual Report to the Library Board. Mr. Casserley shared that the binding and paper weight will be different when they go into production.

Mr. Casserley thanked the communication and design department for their work on the report. Mr. Casserley reviewed the report highlighting the vision and mission of Johnson County Library. A letter from the 2015 Library Board Chair, Neil Shortlidge opens the report. Included also are a listing of the 2015 Library Board members and Board of County Commissioners.

The Library usage numbers are displayed. In 2015, 6,157,079 items were borrowed and 2,466,264 visitors came through our doors. The item number breaks down to 15 materials each for every resident of Johnson County.

Success stories included the continuation of tax help and the Freedom of Espresso Roasterie cause blend launched by the Johnson County Library Foundation. The Friends expanded their space at the Central Library. Our 6 by 6 early literacy program turned 6 years old. We completed the Comprehensive Library Master Plan and partnered with KU Edwards for the Return on Investment Study. The Central Branch update was completed.

The donors, Friends and Foundation Boards have been highlighted also.

The report also highlights our community partners. Organizations and companies we work with each year.

Mr. Casserley reported that the annual report will go fully into production in the next few weeks.

Rosetta Stone – presented by Adam Wathen

Collection Development Manager, Adam Wathen spoke about Rosetta Stone, a new resource for patrons. Mr. Wathen credited the work of Kristin Whitehair, our electronic resources selector, and the database selection committee for bringing Rosetta Stone to the Library. Rosetta Stone has recently entered the library marketplace.

Rosetta Stone provides online access to language learning software. They currently offer 30 languages to choose from. It offers deeper access to language and allows patrons to go more in depth. It is an immersive product.

It will soon be available to patrons inside and outside the Library. The resource will be advertised in the August Library Guide.

Mr. Casserley commented that this ties to the education portfolio in the strategic plan.

COMPREHENSIVE LIBRARY MASTER PLAN

Monticello Update

Project Coordinator, Scott Sime, presented the July update.

Mr. Sime shared an information item. In February 2016, we asked the Public Building Commission to refine bond language to allow the existing Monticello bond money to be used to build out a full service library, not just the phase 1 building. The money set aside for Architectural Services only included enough to get us through Programming Verification, Schematic Design, and Design Development.

In August the Library will ask the PBC to amend the authorization to include the rest of the scope of the project. This amendment will allow us to fully fund the architectural portion of the project.

Mr. Sime spoke about the project budget. As with Central, this is a moving target with many variables. The team is working to ensure that we get the best value for our dollars. The design is being refined to make sure we continue to stay on-budget. This is a normal process and a benefit of using the Construction Manager as Constructor delivery method.

Last month, Mr. Sime shared that the square footage number was a little higher than anticipated. This number is continuing to fluctuate, and the project team anticipates being very close to 30,000.

The goal is to bring the project in on-budget and on-time. Those two factors are still very much achievable.

The design is being refined, the next step is to consider interior and exterior finishes.

Mr. Sime shared the timeline update.

New Lackman update

Mr. Sime shared that the project is still in the site investigation period. Mr. Logan previously shared the update to the parking agreement.

The team anticipates the recommendation on site suitability will come before the Library Board in August.

Mr. Logan clarified that we would be looking at the staff indicating by August 1st if the site is approved and formal property conveyance by August 11th.

The team is working with the City on the main site concern of a vehicular book drop and holds pickup. This is looking favorable.

Final details are being worked out with the parking details.

Mr. Sime shared the anticipated timeline of the New Lackman project pending the Board's approval of the property.

Mr. Nelson asked if the parking cost is currently guaranteed for five years. He commented that five years is a short period of time.

Mr. Logan suggested discussing this item during executive session.

Naming of New Lackman – presentation by Katie Stramel

Regional reference and local history librarian, Katie Stramel, provided a history of the Lackman family to the Library Board. Mr. Casserley shared that this information may help the Board with the history of the Lackman name and the naming of the new branch.

William and Margaretha Lackman were German immigrants who settled in the Kansas City area around 1880. He was a farmer and financier and bought a large piece of land – approximately 210 acres – in present-day Lenexa. Lackman is best known for two things in Johnson County history:

- 1. his estate
- 2. an interurban electric rail line.

Lackman began building his house in 1881 and spared no expense. He brought in European artisans to work on the house – Italian artisans to produce the ornate plasterwork and German workers to produce the furniture, embellish ceilings and a walnut staircase in the house.

Lackman was also known for an interurban rail project which he began in 1901. He and David B. Johnson were granted a charter to run a rail line from Kansas City to Olathe, which was appropriately named K.C. – Olathe Electric Line. At this time, Kansas City had an established railroad system and Olathe was quickly growing as the County seat. The rail line would run from Kansas City touching on Rosedale, Merriam, Shawnee, Lenexa, Pleasant View and Olathe.

In 1908, Lackman sold the farmhouse, all its furnishings and surrounding property to Frank Thompson for \$32,000 (today's equivalent approximately \$3million). His family disappeared from Johnson County history and the Thompson family lived on the estate until 1991 when it was given to the Johnson County Community College. The Johnson County Museum was able to successfully register the estate on the Kansas Historic Register and it is the only Lenexa structure on the register. It now belongs to the city of Lenexa and houses the Chamber of Commerce, Economic Development Council and Convention and Visitors Bureau.

Ms. Stramel stated that this information came from the Johnson County History website.

Mr. Casserley thanked Ms. Stramel.

Naming of New Lackman

Mr. Casserley shared that the Library Board has received a letter from the City of Lenexa regarding the naming of the new Lackman branch. The City has suggested the new name be the Lenexa City Center Library, in line with Gardner, Edgerton and Leawood Pioneer.

A benefit of this name is that it makes it easy for residents to know where the Library is located.

Mr. Logan commented that the City's request is consistent to other requests from cities.

Mr. Shortlidge commented that we are partnering with the City on the project. The Lenexa City Center project has the opportunity to be an iconic project in Johnson County. He expressed support for naming the branch after the project.

Commissioner Allen commented that he believes it would be appropriate to include the Lenexa name in the name of the new branch. He agrees that the project may have major impact.

Mr. Nelson clarified that the request would be to name the branch the Lenexa City Center Library and it would be very clear where the branch was located.

Mr. Logan recommended that the Library Board set the name as the Lenexa City Center Library, contingent only upon construction of the facility. This would allow Mr. Logan and the City attorney to reference the branch by name in the documents.

MOTION: Nancy Hupp moved to name the new branch the Lenexa City Center Library contingent upon construction of the facility.

SECONDED: Neil Shortlidge

MOTION CARRIED 4 to 0.

Mr. Logan stated that this gives the project a working name. It will not be finalized until the final agreement is made with the City.

Mr. Casserley commented that he is pleased with the decision and reiterated that the City has been a wonderful partner.

He thanked Mayor Boehm, City Administrator, Eric Wade and Deputy City Administrator, Todd Pelham.

Arts Commission Report presented by Joseph Keehn

Event Producer, Joseph Keehn gave a report on the public art program. The public art program was established in 2006 by the Board of County Commissioners. The program dedicates 1% of the funding for a capital building project toward public art. For the Monticello project the amount will be \$175,000.

The Public Art Commission serves as an advisory board and consists of 9 members. The commission includes both representatives from the private and public sector.

Mr. Keehn shared the rough timeline. The first meeting was June 23. The call for artists was released in July and a pre-ranking meeting will be held on August 11. Final proposals will be submitted to the Board of County Commissioners in October.

Mr. Casserley thanked IT and Scott Sime for working to get the A/V and audio working in the Carmack room. It is an excellent set-up.

CONSENT AGENDA

1. Minutes of the June 9, 2016 Library Board meeting

MOTION: JR Riley moved to approve the consent agenda.

SECONDED: Neil Shortlidge

MOTION CARRIED 4 to 0

EXECUTIVE SESSION

MOTION: Neil Shortlidge moved that the Library Board recess into executive session for a period of 15 minutes for consultation with counsel that is deemed privileged in the attorney-client relationship. The subjects of the discussion during the executive session will be the Lenexa city center project and a statutory issue.

The Library Board will reconvene in this meeting room at 5:12 p.m. No action will be taken during the executive session. It is not anticipated that any action, other than a motion to adjourn, will be taken when the Library Board returns to its regular meeting.

SECONDED: JR Riley

MOTION CARRIED 4 to 0

The Library Board returned to open session at 5:12 p.m. No action was taken.

Ms. Hupp commented that as a participant via conference call it is difficult to know who is in attendance at the meeting. She recommended instituting a roll call of Board members that would be included in the written minutes.

ADJOURNMENT

MOTION: Neil Shortlidge moved to adjourn

SECONDED: JR Riley

MOTION CARRIED 4 to 0

Adjourned at: 5:13 p.m.	
DATE	
SECRETARYJohn Nelson	
CHAIRPam Robinson	_ SIGNED Sean Casserley

JOHNSON COUNTY LIBRARY

SUMMARY OF NEW AND/OR RENEWED CONTRACTS Jun-16

VENDOR	DESCRIPTION	AMOUNT
Jeff Newhook	Maker-in Residence	\$2,000.00
	Copier maintenance agreement - monthly service	
Midwest Office Technology	rate	27.00
	Total	\$2,027.00
	SIGNED:	
	Finance Director	

JOHNSON COUNTY LIBRARY GIFT FUND TREASURER'S REPORT

Period: JUN-2016

		Receipts	Payments	Balance
Opening	Opening cash balance			\$135,589.59
	Add Receipts	\$107.64		
	Less Payments		\$1,357.58	
Ending C	Ending Cash balance			\$134,339.65
	Less Liabilities		\$0.00	
Unobligated cash balance				\$134,339.65

APPROVED: _	
_	
DATE: _	

Briefing Sheet

To: JCL Library Board **Date:** August 11, 2016

AGENDA ITEM: VI.A. Consideration of approval of the revised Memorandum of Understanding (MOU) with the Johnson County Library Foundation.

DISCUSSION:

The Johnson County Library Foundation has been growing. In order to provide increased capacity a need for more staff was identified. Mr. Casserley and Ms. Mong met with the County Managers Office to discuss increasing the Foundation Assistant position from part-time to full-time. The Library will assume the staffing costs for the JCL Foundation assistant position.

As part of this agreement, the Foundation will reimburse the Library 75% of the salary of the Executive Director annually. Johnson County would continue to pay the remainder of the salary for the Executive Director position.

The recommended revisions to the MOU have been included in sections 5.0 and 15.0.

REVIEW BY BOARD COUNSEL: This has been reviewed by Board Counsel

SUGGESTED MOTION: That the Johnson County Library Board of Directors approve the revised MOU between the Johnson County Library and the Johnson County Library Foundation.

PERSON(S) RESPONSIBLE:

Sean Casserley Susan Mong

AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING

THIS AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING (the Agreement) is made and entered into this ___ day of ______, 2015 by and between the BOARD OF DIRECTORS OF THE JOHNSON COUNTY LIBRARY ("the Library") and the JOHNSON COUNTY LIBRARY FOUNDATION BOARD OF DIRECTORS ("the Foundation"), a Kansas non-profit corporation exempt from taxation pursuant to Internal Revenue Code section 501(c)(3), both parties of Overland Park, Kansas.

Recitals

- A. The Foundation was formed in 1996 to "establish an endowment that would be used for the benefit of the collections and programs of the Johnson County Library, and to engage in other activities that assist the Johnson County Library in fulfilling its mission of serving the residents of Johnson County."
- B. Consistent with its stated mission, the Foundation provides financial support through its operations for the benefit of the Library.
- C. The Library has provided and will, subject to adequate funding approved by the board of county commissioners, continue to provide assistance to the Foundation to facilitate its operation and the fulfillment of its stated mission.
- D. On November 18, 2009, the Library and Foundation entered into a Memorandum of Understanding to describe the manner in which they would collaborate and provide assistance to one another for the benefit of the Library.
- E. The Library and Foundation now wish to amend and restate that Memorandum of Understanding to revise certain provisions and to include new provisions on gifts made to the Foundation and to the Library.

Agreements

NOW, THEREFORE, the Library and the Foundation agree as follows, subject to the continued approval of sufficient funding for these purposes by the board of county commissioners:

I. OPERATIONS

- 1.0 <u>Office space</u>. The Library will furnish office space at the Central Resource Library sufficient to operate the Foundation. The Foundation will comply with Library policies in its usage of such space.
- 2.0 <u>Computer usage; office equipment; Foundation website</u>. The Library will furnish the Foundation a computer, basic IT services, telephones and reasonable usage of office equipment, such as copiers and fax. The Library will also maintain the Foundation website, with

the understanding that the Foundation will be responsible for submitting changes and updates to the Library's website team in a timely fashion.

- 3.0 <u>Assistance in financial reporting and maintenance of fundraising records</u>. The Library will assist in the Foundation's cash management, accounting and financial reporting. The Library will own and provide software to manage Foundation fundraising records and will assist with data processing of those records.
- 4.0 <u>Marketing and volunteer activities</u>. The Library marketing staff and volunteer coordinator will assist the Foundation with marketing and volunteer support, as needed.
- 5.0 <u>Personnel</u>. The Library will hire an Executive Director on behalf of the Foundation. The County Librarian will make such hire, after careful consideration of the recommendations of the Foundation's Executive Committee, and in accordance with the policies and procedures of the Human Resources department of Johnson County government. The parties acknowledge that the Foundation's Executive Director will be a county employee subject to the policies of the county's Human Resources department, including those pertaining to compensation. In accordance with county policy, the County Librarian will supervise the Executive Director, who shall direct the operations of the Foundation in consultation with the Foundation's board of directors. The Library will assume the staffing costs for a JCL Foundation assistant, hired and supervised by the JCLF Executive Director. JCLF staff reimbursement is reflected in 15.0.
- 6.0 <u>Charges to Foundation</u>. In recognition of the support provided to the Library by the Foundation, the Library will not charge the Foundation rent for the office space it provides pursuant to section 1.0 or for the services described in sections 2.0 through 5.0 of this Agreement. The Foundation will be responsible for operating expenses relating to fundraising activities, including the costs of postage, large copy jobs, and consumable office supplies used in those activities, including pens, presentation folders, notebooks, card stock, and printing costs.

II. FOUNDATION RESPONSIBILITIES

- 7.0 <u>Foundation Board of Directors</u>. In compliance with its bylaws, the Foundation will recruit sufficient Board members to conduct its activities and to fulfill the organization's mission.
- 8.0 <u>Compliance with legal and regulatory requirements</u>. The Foundation will engage in an annual audit and prepare necessary government reports at its own expense, including Form 990 and a Kansas Annual Report. The Board will comply with the Foundation's articles of organization, bylaws, and applicable federal and state laws and regulations. The Executive Director will consult with the County Librarian on all matters pertaining to such compliance.

III. FUNDRAISING AND GRANTMAKING

9.0 Restricted, unrestricted and endowment gifts made to the Foundation; gifts made to the Library. All restricted and unrestricted gifts made by donors to the Foundation and all

gifts made to the Foundation's endowment by donors will be retained and managed by the Foundation. The following provisions shall apply to gifts made to the Library:

- 9.0.1 <u>Library's statutory obligations with respect to gifts made to the Library</u>. Pursuant to K.S.A. 12-1225(h) and 12-1225b(a), the Board of Directors of the Library has the following powers and duties with respect to gifts made to the library:
 - (h) to receive and accept any gift or donation to the library and administer the same in accordance with provisions thereof. If no provisions are specified, the board shall have the power to hold, invest or reinvest the gift and any dividends, interest, rent or income derived from the gift in the manner the board deems will best serve the interests of the library;
- 9.0.2 <u>Restricted gifts made to the Library</u>. In those instances in which a donor has made a gift or donation to the Library subject to restrictions or specified conditions, the Library shall administer the same in accordance with such restrictions or conditions. It may implement such restrictions or conditions by placing the gift with the Foundation in accordance with section 10.0 of this Memorandum of Understanding.
- 9.0.3 <u>Unrestricted gifts made to the Library</u>. In those instances in which a donor has made an unrestricted gift to the Library, meaning a gift on which the donor has imposed no conditions or restrictions as to use, the provisions of this subsection 9.0.3 shall apply. The Board of Directors of the Library has determined that it will best serve the interests of the Library for unrestricted gifts in an amount exceeding \$500 to be held, invested and reinvested by the Foundation, subject to appropriate safeguards and agreements to be put into place by the County Librarian and the Foundation's Executive Director, or, in the absence of an Executive Director, the Foundation's President. The Library agrees to notify the Foundation, through its Executive Director, or, in the absence of an Executive Director, the Foundation's President, when it has received and accepted an unrestricted gift in an amount exceeding \$500. The parties agree that the County Librarian and the Foundation's Executive Director, or, in the absence of an Executive Director, the Foundation's President, are authorized to implement safeguards and agreements with respect to the placement of such gifts with the Foundation. Without limiting such safeguards and agreements that might be implemented, the parties acknowledge that the same might address concerns related to receipt and refunding agreements imposed by trustees, unforeseen tax liability, and auditing requirements.
- 10.0 <u>Restricted gifts</u>. All gifts restricted for a specific library service will be initially authorized by the County Librarian, subject to Library Board of Directors approval when required under Library policies, and then accepted by the Foundation. The Foundation agrees to administer such gifts in accordance with the restrictions imposed by the donor or donors.
- 11.0 <u>Management of funds for benefit of Library</u>. The Foundation Board of Directors and Executive Director will manage the proceeds of the Foundation, ensuring that all funds not needed for operating expenses and budgeted appropriations are used to further the mission of the Foundation in support of the Library. The parties agree that the Foundation will continue to

contract with the Greater Kansas City Community Foundation for investment and reporting services relating to all such funds.

- 12.0 <u>Grant requests</u>. Any grant request for unrestricted Foundation funds by the Library shall be presented in writing by the County Librarian to the Foundation. The Foundation will process the request following the Foundation's procedure for grant requests, with the Foundation Board of Directors having full authority to accept or deny the grant request.
- 13.0 <u>Annual disbursement to the Library</u>. The Foundation has raised, and shall continue to raise, funds for the endowment to supplement the Library's collection needs. The Foundation Board will on an annual basis approve a disbursement from the endowment fund to the Library for collection development equal to at least 5% of the corpus of the endowment, except in those years in which the Foundation Board specifically finds that the endowment assets have sufficiently declined in value to render such a disbursement imprudent.
- 14.0 <u>Gifts from Friends of the Johnson County Library</u>. When the Foundation receives gifts and donations from the Friends of the Johnson County Library, it shall separately account for such funds, and disburse the same in accordance with the instructions of the Friends for the Library's benefit.
- 15.0 Reimbursement of Executive Director Salary to the Library. The JCL Foundation agrees to reimburse the Library 75% of the salary of the Executive Director annually.

IV. MISCELLANEOUS PROVISIONS

- 16.0 <u>Annual review and amendment of Agreement</u>. The Library and Foundation agree that this Agreement will be reviewed on annual basis. This Agreement may be amended by a writing signed by the parties.
- 17.0 <u>Termination of Agreement</u>. This Agreement may be terminated by either party on thirty days prior written notice, in which event the parties will negotiate a new Memorandum of Understanding consistent with the missions of the Library and the Foundation.
 - 18.0 Governing law. This Agreement shall be governed by Kansas law.

In witness whereof, the parties have hereunto set their hands:

BOARD OF DIRECTORS OF THE JOHNSON COUNTY LIBRARY	BOARD OF DIRECTORS OF THE JOHNSON COUNTY LIBRARY FOUNDATION
By:	By:
Pam Robinson, Chair	Ann Walter President

Briefing Sheet

To: JCL Library Board **Date:** August 11, 2016

AGENDA ITEM: VII.A. Partial resurfacing of the Central Library parking lot

ISSUE FOR THE BOARD DETERMINATION: Whether or not to approve the \$161,000.00 for the partial resurfacing of the Central Library parking lot

<u>DISCUSSION:</u> The south half of the Central Library parking lot is original from the 1995 construction and remodel. It has deteriorated to the point where patching is not a long term solution. Water is running under the parking lot and causing additional damage. The pot holes are filled and do not hold. Traffic is using our lot to avoid the light at 87th and Farley. New speed bumps will help slow the traffic down to a safer level.

REVIEW BY BOARD COUNSEL: reviewed and approved by library attorney.

SUGGESTED MOTION: That the Johnson County Library Board of Directors approve the parking lot resurfacing not to exceed the amount of \$161,000.00.

BUDGET IMPACT: Approved CIP funds

PERSON(S) RESPONSIBLE:

Jennifer Mahnken Mike Heffernan