



**Board Report
April 14, 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.

AGENDA

JOHNSON COUNTY LIBRARY BOARD OF DIRECTORS
REGULAR MEETING, APRIL 14, 2016
CENTRAL RESOURCE LIBRARY
CARMACK MEETING ROOM
4:00 P.M.

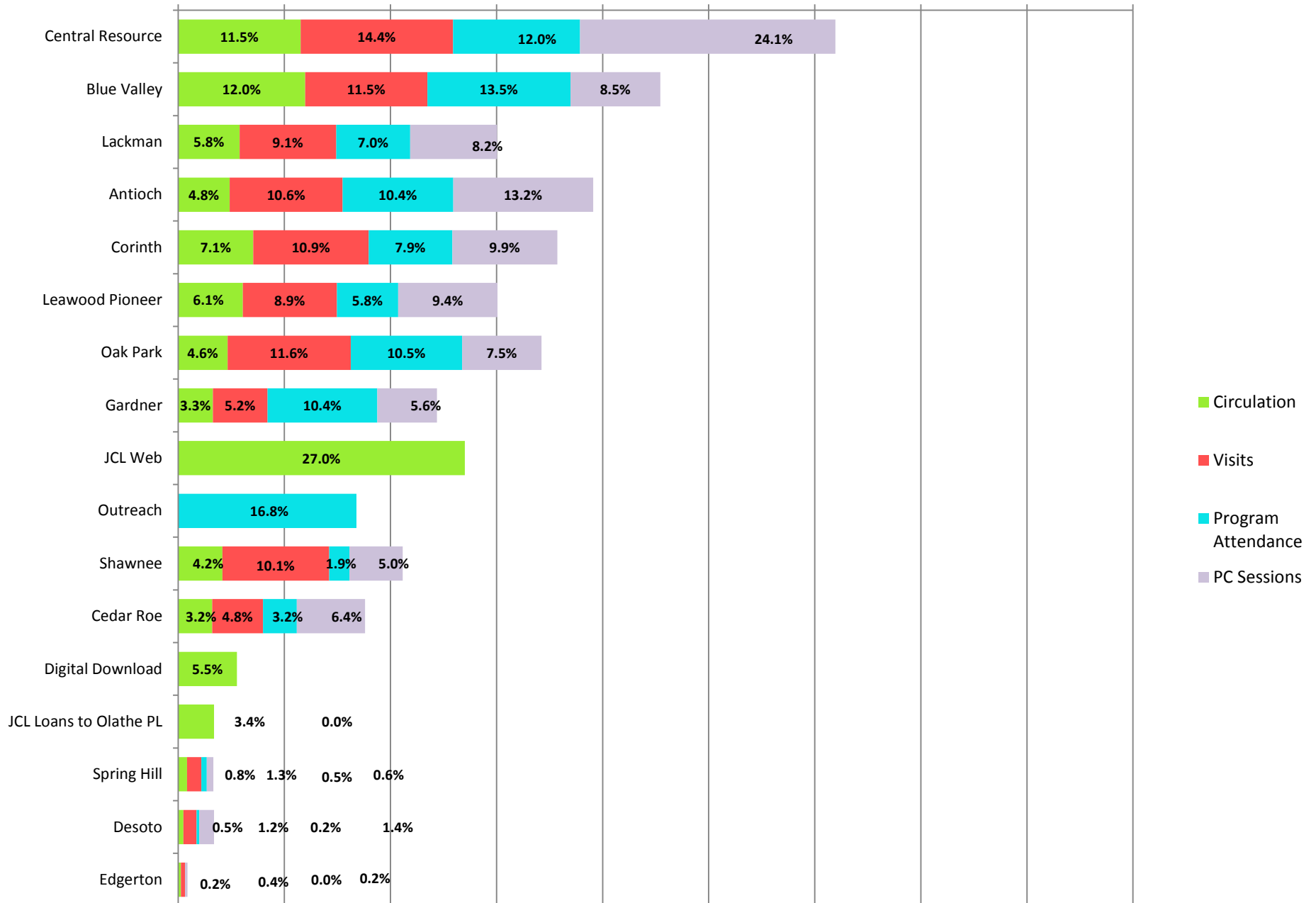
- I. Call to Order
- II. Citizen Comments
- III. Remarks
 - A. Members of the Johnson County Library Board of Directors
 - B. Neil Shortlidge, Board Chair
 - 1. Presentation of book and certificate to Mitra Templin
 - 2. Report of the nominating committee
 - C. Rebecca Phillips, Friends of the Library
 - 1. Recognition of bookmark design winners – Rebecca Phillips and Cindy Frazer
 - 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. Lenexa land conveyance25
 - 2. Bridging document with PGAV63
 - B. County Librarian Report
 - 1. Budget update – Nicki Neufeld
 - 2. Strategic Plan – Sean Casserley
 - a) Meeting with the City of Overland Park
 - b) County citizen survey summary
 - 3. Comprehensive Library Master Plan – Scott Sime
 - a) Monticello – community engagement
 - b) Monticello – staff planning
 - 4. Updates – Sean Casserley
 - a) Materials Handling Feasibility Study – Michelle Olsen
 - b) Staff area at Central
 - c) Volunteer luncheon
- V. Consent Agenda
 - A. Action Items:
 - 1. Minutes of the March 10, 2016 Library Board meeting09
 - B. Information Items
 - 1. Summary of New and/or Renewed Contracts16
 - 2. Financial and Personnel
 - a) The County Librarian and the Finance Director certify those payment vouchers and personnel authorizations for February 2016 were handled in accordance with library and County policy.

b) The February 2016 Revenue and Expenditure reports
produced from the County's financial system reflect the Library's
revenues and expenditures

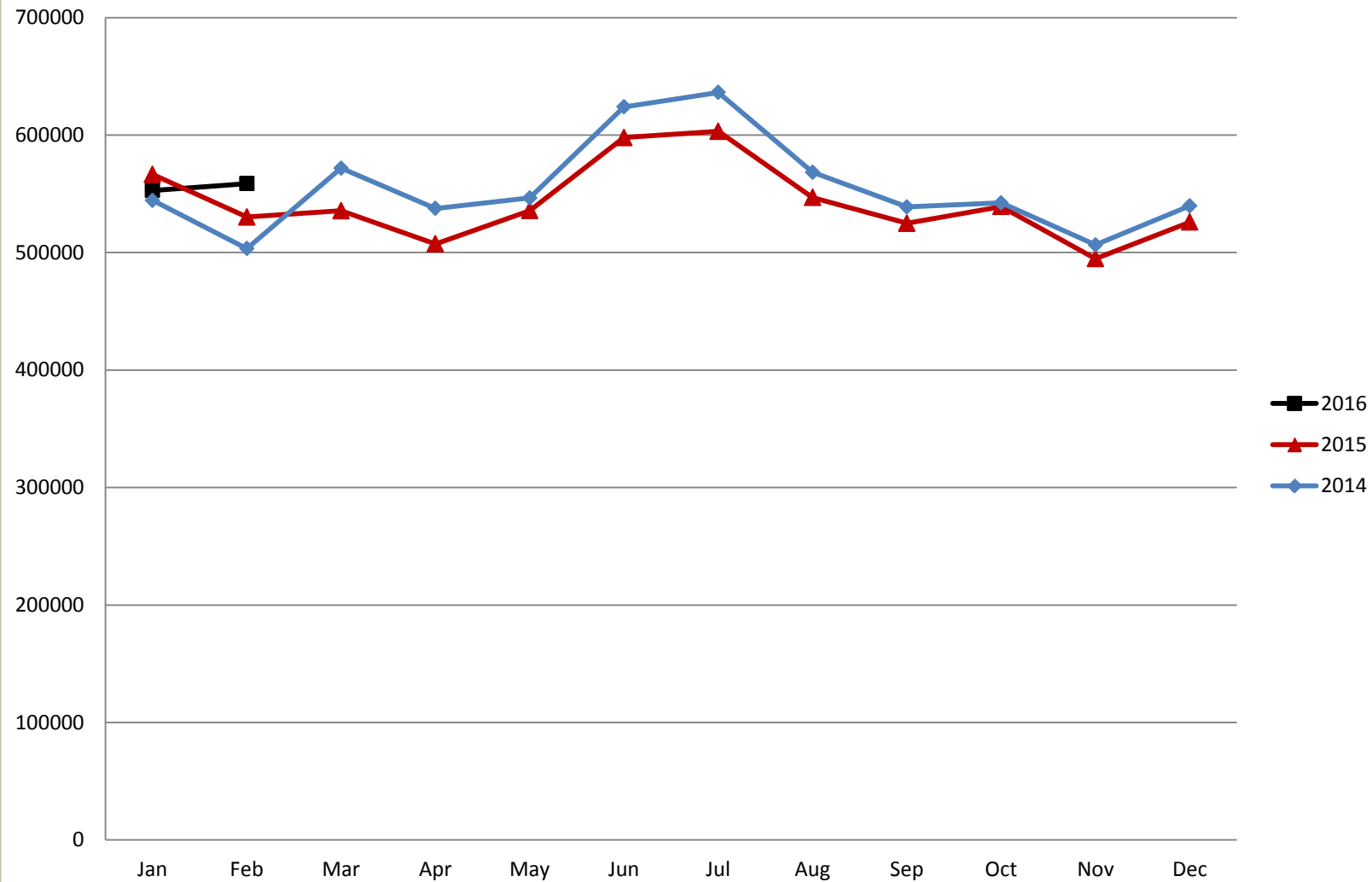
C.	Gift Fund Report	
	1. Treasurer's Report	24
VI.	Old Business	
	A. Consideration of renewal of the Memorandum of Understanding with JCCC Adult Education – Presented by Jennifer Mahnken	72
VII.	New Business	
	A. Consideration of Johnson County Library Capital Improvement Plan for the 2017 budget – Presented by Nicki Neufeld and Sean Casserley	75
	B. Consideration of closing the Central Resource branch to hold the Pinnacle Awards on site – Presented by Susan Mong	100
	C. Election of officers	
VIII.	Adjournment	

Johnson County Library

Touch Points Percentage of Activity by Location -- February 2016



Johnson County Library Three-Year Trend in Circulation



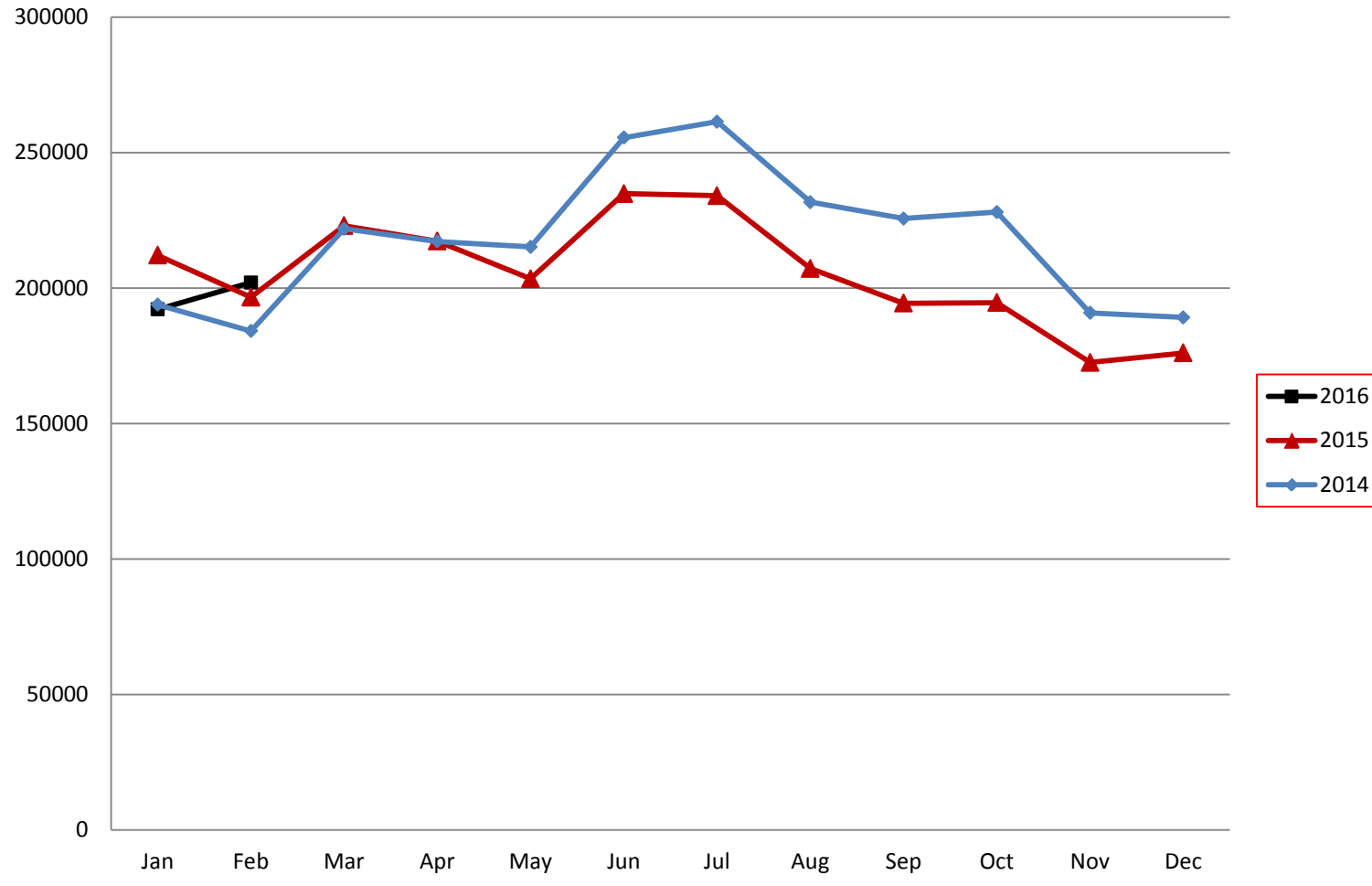
Johnson County Library
OFFICIAL CIRCULATION BY LOCATION

February 2016

Location	Official Circulation										
	Current Month 2016					Current Month 2015				Percentage Change	
	Month		Yr-to-Dt Circulation	Previous Twelve Months		Month			Previous Twelve Months	2015 to 2016	
	Number (inc. ILL)	Percent of System Total				Number (inc. ILL)	Percent of System Total	Yr-to-Dt Circulation		Month	Yr-to-Dt Previous 12 mos.
Antioch	27,089	4.8%	58,575	398,373	28,582	5.4%	58,738	366,542	-5.2%	-0.3%	8.7%
Blue Valley	66,835	12.0%	136,251	849,175	62,947	11.9%	131,286	806,696	6.2%	3.8%	5.3%
Cedar Roe	17,873	3.2%	34,974	223,986	16,358	3.1%	34,418	223,901	9.3%	1.6%	0.0%
Central Resource	64,408	11.5%	110,351	382,966	75,454	14.2%	155,289	940,036	-14.6%	-28.9%	-59.3%
Corinth	39,536	7.1%	82,959	533,009	40,730	7.7%	85,341	526,079	-2.9%	-2.8%	1.3%
Desoto	2,699	0.5%	5,884	43,256	3,541	0.7%	7,792	51,418	-23.8%	-24.5%	-15.9%
Edgerton	1,389	0.2%	2,719	20,759	1,472	0.3%	3,227	18,724	-5.6%	-15.7%	10.9%
Gardner	18,179	3.3%	36,349	236,518	18,924	3.6%	39,272	245,015	-3.9%	-7.4%	-3.5%
Lackman	32,349	5.8%	67,073	451,401	32,827	6.2%	69,270	424,825	-1.5%	-3.2%	6.3%
Leawood Pioneer	33,927	6.1%	70,271	454,899	34,110	6.4%	70,832	450,759	-0.5%	-0.8%	0.9%
Oak Park	25,923	4.6%	56,417	384,799	25,080	4.7%	52,689	317,070	3.4%	7.1%	21.4%
Shawnee	23,223	4.2%	46,501	306,818	23,690	4.5%	49,799	311,802	-2.0%	-6.6%	-1.6%
Spring Hill	4,640	0.8%	9,222	56,425	4,405	0.8%	9,742	64,054	5.3%	-5.3%	-11.9%
JCL Web Renewals	150,921	27.0%	292,680	1,644,904	121,245	22.9%	242,544	1,509,724	24.5%	20.7%	9.0%
Digital Downloads	30,898	5.5%	62,370	304,603	21,542	4.1%	45,347	213,972	43.4%	37.5%	42.4%
JCL Loans to Olathe PL	18,850	3.4%	39,074	231,393	19,366	3.7%	41,216	238,450	-2.7%	-5.2%	-3.0%
JCL Branch Total	293,662	52.6%	607,195	3,959,418	292,666	55.2%	612,406	3,806,885	0.3%	-0.9%	4.0%
JCL Brances and Central	358,070	64.1%	717,546	4,342,384	368,120	69.4%	767,695	4,746,921	-2.7%	-6.5%	-8.5%
JCL SYSTEM TOTAL	558,739	100.0%	1,111,670	6,523,284	530,273	100.0%	1,096,802	6,709,067	5.4%	1.4%	-2.8%

Average Circulation per Capita		
	2016	2015
Current Month	1.3	1.2
Year-to-Date	2.6	2.5
Service Area Population	431,000	431,000

Johnson County Library Three-Year Trend in Library Visits



Johnson County Library
USER VISITS

February 2016

Location	Current Month 2016								Current Month 2015				Percent Change 2015 to 2016		
	Total	% of	Yr-to-Dt	Previous	Visits per Hour		Circulations per Visit		Total	% of	Yr-to-Dt	Previous	For Month	For Yr-to-Dt	Previous Twelve Months
	Visits	Total Visits	Visits	Twelve Months	Hours Open	Visits per Hour	Circulation	Circ per Visit	Visits	Total Visits	Visits	Twelve Months			
Antioch	21,509	10.6%	44,932	290,111	271	79	27,089	1.3	20,257	10.3%	41,530	241,068	6.2%	8.2%	20.3%
Blue Valley	23,278	11.5%	46,541	324,915	271	86	66,835	2.9	20,431	10.4%	42,965	303,512	13.9%	8.3%	7.1%
Cedar Roe	9,670	4.8%	18,553	218,961	239	40	17,873	1.8	18,398	9.4%	37,879	236,576	-47.4%	-51.0%	-7.4%
Central Resource	29,032	14.4%	43,042	113,125	271	107	64,408	2.2	29,585	15.0%	61,770	440,551	-1.9%	-30.3%	-74.3%
Corinth	21,951	10.9%	44,324	279,041	271	81	39,536	1.8	19,624	10.0%	41,728	265,646	11.9%	6.2%	5.0%
DeSoto	2,518	1.2%	5,059	31,759	140	18	2,699	1.1	2,638	1.3%	5,420	39,304	-4.5%	-6.7%	-19.2%
Edgerton	782	0.4%	1,511	9,609	100	8	1,389	1.8	1,030	0.5%	2,096	15,634	-24.1%	-27.9%	-38.5%
Gardner	10,419	5.2%	19,951	111,417	255	41	18,179	1.7	9,779	5.0%	19,434	194,428	6.5%	2.7%	-42.7%
Lackman	18,372	9.1%	42,181	277,426	255	72	32,349	1.8	18,477	9.4%	35,625	245,492	-0.6%	18.4%	13.0%
Leawood Pioneer	17,950	8.9%	34,861	248,938	255	70	33,927	1.9	16,900	8.6%	35,374	236,161	6.2%	-1.5%	5.4%
Oak Park	23,490	11.6%	51,338	317,631	255	92	25,923	1.1	19,966	10.2%	43,537	222,385	17.7%	17.9%	42.8%
Shawnee	20,327	10.1%	36,805	187,403	255	80	23,223	1.1	16,608	8.4%	35,627	158,060	22.4%	3.3%	18.6%
Spring Hill	2,719	1.3%	5,061	41,268	148	18	4,640	1.7	2,943	1.5%	5,782	46,480	-7.6%	-12.5%	-11.2%
Branch Total	172,985	85.6%	351,117	2,338,479	2,715	64	293,662	1.7	167,051	85.0%	346,997	2,204,745	3.6%	1.2%	6.1%
SYSTEM TOTAL	202,017	100.0%	394,159	2,451,604	2,986	68	358,070	1.8	196,636	100.0%	408,767	2,645,296	2.7%	-3.6%	-7.3%

	2016	2015
Average Visits per Capita for Current Month:	0.5	0.5
Average Visits per Capita for Year-to-Date:	0.9	0.9
Service Area Population:	431,000	431,000

**MINUTES JOHNSON COUNTY LIBRARY BOARD
REGULAR MEETING
Thursday, March 10, 2016
Central Resource Library
4:00 p.m.**

BOARD: Nancy Hupp, JR Riley, Pam Robinson, Amy Ruo, Neil Shortlidge, Mitra Templin
Absent: John Nelson

BOARD ATTORNEY: Fred Logan

BOCC: Jim Allen and Jason Osterhaus

FRIENDS OF THE LIBRARY: Jim Minges

STAFF: Dean Allman, Jeanne Bucey, Sean Casserley, Monica Duffield, Jennifer Mahnken, Susan Mong, Nicki Neufeld, Michelle Olsen, Rita Rubick, Kari Sime, Tricia Suellentrop, Loree Terry, Nick Ward-Bopp, Adam Wathen, Ellen Welch, Kristin Whitehair

GUESTS: Betty Anderson, Elise Kirchhofer, Janice Phillips, Jeff Sturgess, Matt Ledbetter, Preston Conner, Terrance Redmond

Neil Shortlidge opened the meeting at 4:00 p.m.

CITIZEN COMMENTS

There were none.

BOARD OF DIRECTORS COMMENTS

Nancy Hupp expressed that she was distressed to hear about the flooding of the Olathe Public Library Indian Creek branch. She knows they will recover and that Johnson County Library has offered any assistance they may need.

Neil Shortlidge announced the results of the basketball game between KU and K-State.
KU 85 to K-State 63.

Mr. Shortlidge presented a plaque to Commissioner Jason Osterhaus in appreciation for the two years of service he provided as the Board of County Commissioners (BoCC) liaison to the Library Board. Mr. Shortlidge thanked Commissioner Osterhaus stating that Commissioner Osterhaus attended almost every Library event and really worked for the Library.

Commissioner Osterhaus thanked the Library Board and stated that it's the Library Board and staff who make the Library great.

FRIENDS OF THE LIBRARY

Jim Minges presented for the Friends. The Friends have undertaken a strategic planning and fundraising review process. They recently held a retreat where they reviewed operations and current structure. They worked through a SWOT (strengths, weaknesses, opportunities and threats) process.

Through the SWOT process they have identified issues and are in the process of restructuring committees to better match their priorities.

They also have also been examining their profit and losses through online sales and book store sales. The bookstores are breaking even and the Friends expect them to make a profit.

The annual large book sale does not have enough of a return on investment to continue as it has in the past. Part of the cost that was factored in is time and the cost of the weeded materials purchased from the Library. The Friends will continue to work on finding the right balance with book sales.

Mr. Shortlidge asked how the book store at Central is doing. Mr. Minges said it is too early to make a proper assessment of the store. The Friends will be able to provide a meaningful report after a full quarter has passed.

JOHNSON COUNTY LIBRARY FOUNDATION

Executive Director, Susan Mong announced that the inaugural Stay at Home and Read a Book Ball was a success. The event raised over \$9,000 and the Foundation acquired twenty new donors. Over 2,600 people joined the Book Ball from all over the world. She thanked Web Content Developer, Amy Field, for the support she provided on social media.

The Foundation is currently considering authors to chair the 2017 event.

Pinnacle planning is underway. The event will be held, Saturday, October 15th. More details will come to the Library Board in a future meeting regarding the potential need to close early.

The Foundation is launching a new marketing initiative to feature a donor in the guide. The first feature will be on donor Bob Regnier in the summer guide.

Ms. Mong presented two save the dates to the Library Board:

- Thursday, April 14th the Library will be hosting the Hispanic Chamber of Commerce.
- Thursday, April 28th will be the TriBoard event in combination with the elementia reception

The Foundation is waiting to hear about several grant submissions that have been placed.

Ms. Mong introduced Foundation Board member Betty Anderson who is in attendance to represent the Foundation Board.

BOARD OF COUNTY COMMISSIONER REPORT

Commissioner Jim Allen highlighted the article he wrote on the subject of the Johnson County Library in the Best of Times magazine. The article focused on the new Monticello branch and general services and usage numbers for the Library. He received many positive comments about the article. He stated that people were amazed at the usage numbers and the number of citizens served by the Library. He encouraged staff to keep up the good work.

Mr. Shortlidge commented that he had lunch with a gentleman who works at Commerce Bank and lives in western Shawnee. He and his children are very eager for the Monticello branch.

Appointment of the Nominating Committee

Mr. Shortlidge appointed Ms. Hupp and Mr. Riley to the nominating committee. Ms. Hupp and Mr. Riley will make their report on the officers for next year at the April meeting.

BOARD COUNSEL REPORT

At the February Library Board meeting Mr. Logan advised the Board that he and Mr. Casserley had met with officials of Overland Park to discuss the possibility of expanding the Blue Valley Library branch and studying the possibility of creating a literary park to the west of the site. At the February meeting the Library Board directed Mr. Logan to negotiate a memorandum of understanding (MOU) with the city that authorized both studies.

Mr. Logan presented the completed MOU. The MOU defines two study areas:

1. A Library expansion study area
2. A Literary Park study area

The Library will fund the cost of the studies. The funding of the study will serve as part of the consideration of the donation of land by the City if the study shows that the expansion makes good sense.

The original site for the Blue Valley branch was donated by the City of Overland Park in 1999. We have a record of good collaboration with Overland Park.

The Library will undertake the study for the library expansion area. The study will focus on if there is potential for expansion on the site and where the best placement would be. If both parties agree, the studies could lead to the donation of land by the City to the Library for an expanded Blue Valley Library and the development of a literary park by the City. Overland Park and the Library could collaborate on programming on the site of the literary park.

Mr. Shortlidge asked if Library staff and County Facilities will complete the studies.

Mr. Casserley responded that we will work with County Facilities and the City of Overland Park to select an architectural firm to complete the studies. With approval by the Board we will move forward with reaching out to the City and County Facilities.

MOTION: Pam Robinson moved to approve the memorandum of understanding between the Library Board and the City of Overland Park.

SECONDED: JR Riley

MOTION CARRIED

Abstention: Neil Shortlidge abstained from the vote as the City of Overland Park is a client.

BUDGET

Finance Director, Nicki Neufeld, reported that the books for 2015 have been closed and there were no changes from what she reported last month.

About 50% of the revenue has come in for the year, which is typical. The operating is at 5% for January which is on target. We are at 6% for overall expenditures.

COUNTY LIBRARIAN REPORT

Strategic Plan

Facilities project manager update

Mr. Casserley shared that the County Facilities department is moving forward with interviewing for the project manager position and is in the final phase of selecting a candidate. The project manager will focus on Library projects. Mr. Casserley commented that he is thrilled with candidate pool.

Land survey proposal for Lenexa and Blue Valley

The land surveys for the Lenexa site and Blue Valley will be completed by County Facilities.

Comprehensive Library Master Plan

Monticello Update

Project Coordinator Scott Sime provided the Library Board with an update on the Monticello project.

The Request for Proposal (RFP) process to select a construction manager as constructor for the Monticello project has been completed. The selection panel recommends McCown Gordan Construction.

The Monticello project team has been speaking with the architect to start the programming phase for the Monticello build project. Programming to develop the goals for the building and determine department adjacencies will start next week. This will be a process that involves county staff, facilities staff and library staff. There will also be a public input session.

A/V plan for Central Resource Library

Mr. Sime shared that the detailed design for the Central A/V plan has been completed and we are beginning to discuss installation.

Later this month Mr. Sime will be speaking with firms with which the county has cooperative agreements. A recommendation and contract will be brought to the Library Board at the April board meeting. The recommendation and contract will then be taken before the BoCC For approval.

Mr. Shortlidge asked if the McCown Gordan selection will go before the BoCC for approval.

Mr. Sime confirmed that it will.

Updates

Lending Machine

Mr. Casserley reported that the lending machine has been moved to the Central Resource Library. Library staff is considering placing high theft items, such as games, in the machine. Staff is working with D-Tech to recalibrate the machine for these items.

Maker – In Residence

Mr. Casserley introduced a new Maker-In Residence program that is being supported by the Foundation. The Foundation will provide a \$2000 dollar stipend and an additional \$500 for materials.

MakerSpace Facilitator, Nick Ward-Bopp, gave a presentation on the program to the Board. He thanked Mr. Logan for his assistance with the Maker-in Residence contract and Susan Mong and the Foundation for their support.

The idea behind the Maker-In- Residence program is to bring people with different maker-related skill sets and experiences into the Library. This provides the Maker-in Residence and the Library an opportunity for cross promotion. There is also potential to reach a new audience.

The Maker-In Residence is supported by Black & Veatch and the Foundation. The Maker-In Residence can be a builder, artist, inventor, hobbyist, engineer or anyone with a passion for making things.

The Maker In-Residence applies through an application process and is selected through a rubric that considers the mediums they use, their experience, experience working with the public and their overall goals.

Mr. Ward-Bopp shared that the first Maker-in Residence has been selected. His name is Jeff Newhook. He has a background as a project engineer. Mr. Newhook has volunteered in the MakerSpace for the last three years. He is exceptionally skilled at leading workshops with kids. He also volunteers at the National Toy Museum.

Ms. Hupp asked if the Maker-in Residence will have designated hours. Mr. Ward-Bopp said that the Maker-in Residence will have designated hours. The designated hours will be published on the website.

Ms. Templin asked if there was a lot of interest in the position.

Mr. Ward-Bopp responded that the Maker-in Residence position was not widely broadcast this first time and there were almost twenty applicants. The majority of applicants were of a high quality.

Mr. Ward Bopp stated that we plan to have a new Maker-in Residence every four months. It is a rolling application and those who have applied will continue to be considered.

Information Services & Information Technology Manager Interviews

Mr. Casserley reported that interviews are being finalized for the Information Services Manager and Information Technology Manager positions. We are also moving forward with posting the position for the Associate Director of Systemwide Services.

CONSENT AGENDA

1. Minutes of the February 11, 2016 Library Board meeting

MOTION: Nancy Hupp

SECONDED: Amy Ruo

MOTION CARRIED UNANIMOUSLY

There was no new business or old business for discussion.

ADJOURNMENT

MOTION: Amy Ruo

SECONDED: Nancy Hupp

MOTION CARRIED UNANIMOUSLY

Adjourned at 4:31 p.m.

DATE_____

SECRETARY_____

Pam Robinson

CHAIRMAN_____

Neil Shortlidge

SIGNED_____

Sean Casserley

JOHNSON COUNTY LIBRARY: Summary of Expenditures by Cost Category (.75 Increase Only)
February 2016
17% Year Lapsed

OPERATING FUND

	Programs	2016 Year to Date	2016 Budget	% Program Expended
	Revenue		4,256,044	
	Administrative Services			
	Information Technology			
	Collection Development			
	Branch/Systemwide Services			
	Transfer to Capital Projects			
	Interfund Transfers			
TOTAL OPERATING FUND EXPENDITURES		<u>\$0</u>	<u>\$0</u>	
TOTAL .75 INCREASE FUNDS REMAINING OPERATING		<u><u>\$0</u></u>	<u><u>\$4,256,044</u></u>	

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		<u>\$0</u>	<u>\$0</u>	
TOTAL .75 INCREASE FUNDS REMAINING SPECIAL USE		<u><u>\$0</u></u>	<u><u>\$1,000,000</u></u>	
TOTAL .75 INCREASE FUNDS REMAINING ALL FUNDS		<u><u>\$0</u></u>	<u><u>\$5,256,044</u></u>	

JOHNSON COUNTY LIBRARY

**SUMMARY OF NEW AND/OR
RENEWED CONTRACTS
Feb-16**

VENDOR	DESCRIPTION	AMOUNT
KC Star	Annual retail advertising	\$5,640.00
KTBG	Annual retail advertising	\$1,000.00
KC Parent	Annual retail advertising	\$1,000.00
KC Studio	Annual retail advertising	\$3,300.00
Lamar outdoor advertising	Annual retail advertising	\$5,000.00
Prairie Village Post	Annual retail advertising	\$1,250.00
The Pitch	Annual retail advertising	\$6,498.00
The World	Annual retail advertising	\$333.00
Sunflower Publishing	Annual retail advertising	\$2,395.00
Image Flooring LLC	Carpet replacement - Oak Park	\$73,567.00
KCUR	Annual retail advertising	\$1,292.00
Overland Park Chamber	Annual retail advertising	\$500.00
Proquest	Online database	\$22,920.00
	Total	\$124,695.00

SIGNED:

Finance Director

Scheduled Replacement Account

<u>REVENUE</u>	<u>REVENUE RECEIVED TO DATE</u>
2011 Operating Fund Transfer	360,175.00
2012 Operating/SU Fund Transfer	642,934.00
2013 Operating/SU Fund Transfer	551,250.00
2014 Operating/SU Fund Transfer	330,566.00

Total Revenue **1,884,925.00**

	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014/2015/2016</u>
Concrete Work - Antioch	28,900.00			
Grounds & Concrete Work - Blue Valley	43,800.00			
Furnishings and Equipment	19,538.42	104,730.19	12,960.81	2,077.93
Vehicle Replacement	26,476.00	38,362.71		9,000.00
Shawnee Roof Replacement	10,797.60	1,200.10		
Painting Lights & Improvements - CRL		1,470.00	80,511.00	
CRL Parking Lot Improvements	82,951.00			1,705.00
Monticello Vending Solution Design		9,482.50		
Site Improvements - AN & CRL	4,414.00		687.50	
Drainage Repairs - Corinth	4,730.00			
Roof & Window & Fire System Replacement - CRL	8,400.00	3,724.00	118,071.10	31,420.99
Carpet/Tile Replacement - Blue Valley	6,433.00			
Parking lot Maintenance - Cedar Roe			15,040.00	
Copier Replacement - Creative Services	11,415.00			
Parking Lot Repair - Gardner	4,063.03			
Parking Lot Repair & Boiler Replace - Antioch	33,180.00			91,193.27
Remove bookcases/Painting - CO Meeting & Reading Rooms		2,750.00	1,575.00	
Painting & Security upgrades- Oak Park		2,810.00		1,554.00
Painting/Furnishings Gardner		1,880.00	5,976.26	
Carmack Room Blinds	6,994.00			
Office Remodel / Security upgrade LE		5,650.00		8,043.00
Security System Upgrade - Blue Valley		8,138.00		
Blind Replacement & Furnish - OP		1,958.68	14,651.03	
HVAC Improvements - Antioch		108,235.97		
Concrete Repairs - Shawnee		24,750.00	5,875.00	
Handicap Ramp / landscape- Gardner		3,275.00		
Office Remodel - Blue Valley	24,000.00	11,650.00		
Electrical & Security Camera Installation - CR	664.00	16,701.24	24,360.00	
Roof Repairs - Corinth		39,483.20		
Stack Moving for Carpet Replacement - CRL		8,370.00		
Emergency Lighting & Electrical work - CRL		8,750.00	62,123.00	15,476.01
Carpet Replacement - AN & SSB furnishings		13,577.00	1,839.85	
Carpet Replacement - Shawnee		48,312.25		
Leawood Sorter Installation		54,167.13	5,318.84	
Retaining Walls - Corinth		13,825.00		
HVAC Improvements - Corinth		13,800.00		
HVAC Improvements - Shawnee		15,285.00		
Edgerton Environmental Sampling		712.80		
Carpet & Security System Improvement - Lackman		898.00	815.00	1,520.00
Entryway Handrail Repair - Corinth		250.00		
Fence Repair - Antioch		3,700.00		
Rear Entry Modifications - Antioch		1,375.00	725.00	
Electrical Upgrades/Furnishings - Lackman		5,304.00	6,513.16	
Circulation Area Remodel - Shawnee		11,250.00		
Grounds BV/ Remodel & Landscape			22,875.50	5,625.00
LE Cabinet Heater w/ T-Stat option			1,586.56	
Security Improvements DE/ED/SH			9,594.00	
Carpet/Furnishing CO			11,012.47	
CRL Furnishings/Painting/Carpet			39,591.66	19,126.26
Architectural Services - CRL-Roof Repair			9,961.25	12,030.12
Shawnee Interior Renovation/Remove Door Frame				11,081.99
Lackman Carpet/Furnishings				4,305.40
Concrete replacement - Cedar Roe				4,969.00
Masonry Repair - Shawnee				6,468.00
Water Heater Install CRL				5,850.00
Passenger Vehicles				30,763.25
Shawnee Electrical Project Cat5, etc				7,455.00
Corinth repairs and replacements				4,150.00
CRL Flooring				4,351.00
Computer Stations at Shawnee				14,599.43
Interior Painting at Antioch				9,719.50
Millcreek Shelter Assembly and Install				8,776.00
Plumbing at Corinth - New Gas Line				7,465.00
Commputer and Study Room Furniture AN				43,200.40
Digging parking lot for drainage pipe, backfill - COR				3,600.00
Curb Replacement Corinth				8,400.00
Paint metal roof Mill Creek Collection				1,700.00
Seal the north wall				9,900.00
Seal the north wall				2,900.00
Carpet Cedar Roe				58,515.00
Adjustable desks tech serv				12,598.40
Landscaping at Oak Park				6,080.00
	<u>316,756.05</u>	<u>585,827.77</u>	<u>451,663.99</u>	<u>465,618.95</u>
Budget Remaining	<u>\$ 65,058.24</u>			

JOHNSON COUNTY LIBRARY TOTAL REVENUE REPORT

February 2016
17% of Year Lapsed

REVENUE ALL FUNDS	2016 Year to Date	2016 Budget	% Budget Year to Date	% Budget YTD Prior Year
Ad Valorem	15,162,335	27,316,085	56%	56%
Ad Valorem Delinquent	271,487	379,423	72%	95%
Motor Vehicle	423,480	2,300,787	18%	19%
Library Generated - Copying/Printing	14,918	95,401	16%	18%
Library Generated - Overdues / Fees	114,137	754,290	15%	17%
Sale of Library Books	12,500	50,000	25%	25%
Misc Other	437	340,753	0%	1%
Library Generated - Other Charges	350	11,402	3%	0%
Investment	22,450	50,884	44%	12%
Unencumbered Balance Forward	0	10,000	0%	0%
Recreational Vehicle Tax	1,161	7,411	16%	16%
Commercial Vehicle Tax	13,013	39,407	33%	0%
Heavy Trucks Tax	1,577	3,173	50%	135%
Rental Excise Tax	12,532	26,764	47%	54%
Watercraft Tax	2,885	0		0%
State and Federal Grants	0	240,058	0%	0%
TOTAL REVENUE	\$16,053,263	\$31,625,838	51%	49%

JOHNSON COUNTY LIBRARY: Summary of Expenditures by Cost Category
February 2016
17% Year Lapsed

OPERATING FUND

	2016	2016	% Program
Programs	Year to Date	Budget	Expended
Administrative Services	934,944	5,022,119	19%
Information Technology	224,129	2,165,039	10%
Collection Development	413,161	3,288,711	13%
Branch/Systemwide Services	1,992,067	12,779,341	16%
Risk Management Charges	84,066	84,066	100%
Grants *	0	240,058	0%
Transfer to Capital Projects	0	699,000	0%
Interfund Transfers (CLMP)	0	4,256,044	0%
TOTAL OPERATING FUND EXPENDITURES	\$3,648,367	\$28,534,378	13%

* 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)	0	192,564	0%
Transfer to Debt Payment	0	979,435	0%
Transfer to Capital Projects	0	903,156	0%
Capital Outlay (CLMP)	0	1,000,000	0%
TOTAL SPECIAL USE FUND EXPENDITURES	\$0	\$3,091,460	0%

TOTAL EXPENDITURES	\$3,648,367	\$31,625,838	12%
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JOHNSON COUNTY LIBRARY: Summary of Expenditures by Type
February 2016
17% Year Lapsed

ALL FUNDS

Categories	2016 Year to Date	2016 Budget	% Categories Expended
Salaries and Benefits	2,351,200	15,208,624	15%
Contractual Services	898,368	4,130,326	22%
Commodities	314,733	4,125,129	8%
Risk Management Charges	84,066	84,066	100%
Capital / Maintenance / Repair	0	699,000	0%
Transfer to Debt Payment	0	979,435	0%
Transfer to PBC Capital Leases	0	903,156	0%
Grants	0	240,058	0%
CLMP	0	5,256,044	0%
	<hr/> \$3,648,367	<hr/> \$31,625,838	<hr/> 12%

JOHNSON COUNTY LIBRARY**GRANTS MONTHLY REPORT**

GRANTS*						Grant Award	Budget Remaining
Expenditures through 1/31/2016	Source	Received	Expend By	Expenditures			
2014 Check up and Check Out	State	Jul-14		\$2,015.23		\$5,250.00	\$3,234.77

*Includes all expenditures and revenues over the life of the grant. (Includes multiple 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	
Site Survey	\$1,900.00	\$37,306.36
TOTAL EXPENDITURES	\$772,693.64	\$37,306.36

Expenditure of Friends of the JCL Donations 2016

<i>Expenditure Details</i>	<i>Payee</i>	<i>Current Month</i>	<i>YTD</i>
Volunteer Recognition		\$0.00	\$240.00
Advertising/Promotion		\$0.00	\$0.00
Collection Materials		\$0.00	\$0.00
Professional Development/Staff Recognition		\$82.14	\$305.32
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 Expenses		\$0.00	\$0.00
Miscellaneous		\$0.00	\$0.00
Total Expenditures		\$ 82.14	\$ 545.32

**JOHNSON COUNTY LIBRARY
GIFT FUND
TREASURER'S REPORT**
Period: FEB-2016

			Receipts	Payments	Balance
	Opening cash balance				\$206,709.72
		Add Receipts	\$132.71		
		Less Payments		\$65,507.41	
	Ending Cash balance				\$141,335.02
		Less Liabilities		\$39,420.08	
	Unobligated cash balance				\$101,914.94

APPROVED: _____

TREASURER: _____

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ALL ATTORNEYS
ADMITTED IN KANSAS
AND MISSOURI

MEMORANDUM

To: Members of the Library Board, Sean Casserley

From: Fred Logan, counsel to the Library Board

Re: Property Conveyance Agreement between the City of Lenexa and the Board of
Directors of the Johnson County Library

Date: April 7, 2016

As you know, the Board of County Commissioners has provided direction to accelerate the priority capital improvement projects that are associated with the Comprehensive Library Master Plan. Several steps have been taken to accelerate those projects, including the hiring of a project manager, dedicated to library projects, in the county's Facilities Management department. That project manager, Georgia Sizemore, who has worked extensively with the library in the past, is now on the job.

The library is accordingly moving ahead with planning for the Lenexa City Center project. The next step is for the Library Board and the City of Lenexa to enter into a Property Conveyance Agreement to facilitate the development of a library program for the building to be constructed on the site and to develop plans and cost information that could be used by the BOCC sitting as the Public Building Commission to issue bonds to fund construction. The Lenexa City Attorney and I have negotiated a Property Conveyance Agreement and it is being submitted to you for approval at your April 14 meeting.

I intend to review the Property Conveyance Agreement at the Board meeting and so I will only give you a preview of the highlights for now. The agreement tracks closely with the MOU that you approved in December. The library will have 180 days from the Effective Date (most likely April 19, the date on which we anticipate Lenexa City Council approval) to conduct an investigation of the property to confirm that the site will work for a branch library facility of approximately 40,000 square feet. The library will retain the services of an architect at the April

14 meeting to assist it and may hire a contractor in May to perform some limited work on estimating costs on the project. The library will have an ALTA survey prepared on the site and will obtain a Title Commitment and copies of all documents that are referenced in that Commitment. Assuming that the studies obtained by the library confirm that the site is appropriate for the library's purposes, the City will donate it to the library without compensation. The City would be required, at its expense, to provide a clean site, graded in accordance with specified grading plans, within 30 days of Closing, or as otherwise agreed to in writing by the parties.

I believe that that is a sufficient summary for now. I look forward to discussing the agreement with you in detail at your April 14 Board meeting.

PROPERTY CONVEYANCE AGREEMENT
BY AND BETWEEN
THE BOARD OF DIRECTORS OF THE JOHNSON COUNTY LIBRARY
and
CITY OF LENEXA, KANSAS

PROPERTY CONVEYANCE AGREEMENT

THIS PROPERTY CONVEYANCE AGREEMENT (the "**Agreement**") is made as of this _____ day of April, 2016 (the "**Effective Date**"), by and between **THE BOARD OF DIRECTORS OF THE JOHNSON COUNTY LIBRARY**, Johnson County, Kansas ("**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 Memorandum of Understanding dated December 15, 2015, a copy of which is attached hereto as **Exhibit A** (the "**MOU**"); and

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

WHEREAS, Lenexa City Center is a mixed use development incorporating multiple hotels, restaurants and retail uses, offices and residential properties and emphasizes walkability, density, sustainability and community, as evidenced by construction of the City's Civic Center (the "**Civic Center**" as defined in the MOU); and

WHEREAS, the 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, subject to and upon the terms and conditions set forth in this Agreement; and

WHEREAS, the City's conveyance of the Property is in consideration of JCL's intention to construct upon the Property an approximately 40,000 s.f. library facility (the "**Project**") in accordance with the terms and subject to the conditions contained in the MOU, the approved Final Development Plan, and other applicable Project documents.

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

1. **Transfer of Property.**

1.1 City agrees to grant, transfer and convey to JCL, and JCL agrees to accept transfer of marketable fee simple title from City to the Property, together with all easements, rights of way or other agreements affecting the Property and approved by JCL, and improvements thereon, and all tangible and intangible

personal property, leases, contracts and agreements used in connection with the land and improvements on the Property and approved by JCL, if any, subject to the Permitted Exceptions as defined in **Section 3**.

1.2 The parties agree that consideration for the City's transfer of the Property is JCL's obligation to construct the Project and no additional compensation for the Property is required except as provided in **Section 9.2**.

1.3 If public right of way is conveyed by the City in any portion of the Property conveyance, JCL agrees to dedicate to the City at no charge, the required right of way as reflected on the approved preliminary or final plat for the JCL Project.

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**, subject to adjustment for dedicated right of way and appurtenances upon terms reasonably acceptable to JCL and the City.

1.5 Until Closing (hereinafter defined in **Section 5** herein), the City maintains all rights and obligations of ownership with respect to the Property, including but not limited to, the right to use such Property and to landscape the Property, including constructing and providing sidewalks or similar pedestrian access as the City deems necessary and appropriate (collectively, "**City Use**") provided such City Use does not create any liens or other encumbrances on the Property or create any detrimental environmental issues on the Property.

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, no later than thirty (30) days after the date of Closing, the City shall convey the Property to JCL in a clean condition and graded, at its sole expense, in accordance with the grading plans attached as **Exhibit C** ("the **Grading Plans**") to this Agreement.

1.7 As agreed in section 1.B of the MOU, JCL will utilize shared parking in the Civic Garage to satisfy the daily parking needs of the Project. The parties agree to work in good faith in the ninety (90) days following the Effective Date to exchange a draft agreement for shared parking garage maintenance setting forth the terms and conditions under which JCL will participate in an annual payment to assist with the maintenance of the Civic Garage and to reach agreement on the final form of such an agreement within one hundred twenty (120) days of the Effective Date. The annual payment shall be strictly for maintenance and shall not include costs relating to the cost of construction.

1.8 JCL agrees that it will update the Detail Project Timeline attached as **Exhibit C** to the MOU as it makes progress on its site development and

construction plans, and in no event later than ninety (90) days from the Effective Date.

2. Investigation Period.

City acknowledges that, to enable JCL to proceed with this transaction, JCL may undertake or cause to have undertaken various studies, including but not limited to feasibility, engineering and soil studies, and JCL has or will further engage design professionals to prepare engineering drawings, schematic plans and specifications, evaluations of the development potential of the site, and other reviews and approvals (hereinafter collectively referred to as "**Studies**") so as to determine whether, in JCL's sole discretion, it is feasible, economically or otherwise, to go forward with JCL's acquisition of the Property to develop the Project on the Property.

JCL shall have one hundred eighty (180) days from the Execution Date of this Agreement (herein, the "**Investigation Period**") in which to undertake any Studies which JCL, in its sole discretion, deems necessary to determine the feasibility of its acquisition. If for any reason whatsoever during the Investigation Period JCL elects, in JCL's sole and absolute discretion, not to proceed with the transaction contemplated herein, JCL may terminate this Agreement by notifying City of such election. A failure to so notify City on or before the expiration of the Investigation Period shall be deemed as notice to City that JCL has elected to proceed with the transaction contemplated hereby, subject to the Conditions Precedent (hereinafter defined) and the Permitted Exceptions.

JCL and its agents, contractors or employees shall have the right to enter upon the Property at all times for the purpose of performing its Studies, to take core samples, and to otherwise determine, in JCL's sole, reasonable discretion, the condition of the Property. JCL shall keep the Property free of all liens in connection with its inspection of the Property and shall cause all such liens to be removed promptly and with reasonable diligence upon its being notified of same. JCL shall repair and/or reimburse City for any damage to the Property arising from these Studies and indemnify, defend and hold harmless the City against all claims, costs, demands and expenses arising from these Studies. JCL's obligations imposed by this **Section 2** shall survive termination of this Agreement.

3. Title Requirements, Survey and Permitted Exceptions.

3.1 Title Evidence. JCL shall have the right, at JCL's expense, to obtain an owner's commitment for title insurance or an acceptable pro forma title policy (the "**Title Commitment**"), by which a title company deemed acceptable by JCL (the "**Title Company**") shall insure fee simple title to the Property to JCL in an amount to be determined by JCL and containing such endorsements as JCL may require and without exceptions for any matters except as described in this **Section 3**.

3.2 Survey. JCL may, in JCL's sole discretion, secure a current boundary survey of the Property certified to ALTA requirements, to be prepared at JCL's cost and expense by a duly licensed Kansas land surveyor (the "**Survey**").

3.3 Objections; Cure of Title and Survey Objections. JCL shall have until ninety (90) days before the Closing Date to make written objections ("**Objections**") to the form and/or contents of the Title Commitment or the Survey. JCL's failure to make objections within the Objection Period shall constitute JCL's waiver of Objections. Any matter shown on the Title Commitment or on the survey which is not objected to by JCL or which is affirmatively accepted by JCL shall be a "**Permitted Exception**" hereunder. City shall exercise reasonable efforts to remove any Objections raised by JCL, on or until the later of thirty (30) days after receipt of the Objections to attempt to cure the Objections (the "**Cure Period**"). If City is unwilling or unable to cure the Objections within the Cure Period, JCL shall have the right to elect to: (1) terminate this Agreement by delivering written notice thereof to City and the Escrow Agent, as hereinafter defined, on or before the expiration of the Investigation Period; or (2) may accept such title as City can deliver. Notwithstanding the foregoing, the following items are deemed Permitted Exceptions: (i) a Memorandum of Development Agreement dated July 17, 2006 and amendments to said Development Agreement, (ii) the special improvement district established November 20, 2007 by Resolution 2007-157 (the "**87th Street SBD**") and the applicable special assessments on the Property associated with the 87th Street SBD; and the Master Declaration of City Center Lenexa Protective Covenants, Conditions, Restrictions and Easements (the "**Master Declarations**") recorded at the Johnson County RTA in Book 201404 at Page 006941 as amended.

4. Conditions Precedent to Closing. Closing of the transfer of title to the Land shall be and hereby is conditioned upon the following (the "**Conditions Precedent**"): (i) approval of this Agreement by the Board of County Commissioners of Johnson County, Kansas; and (ii) JCL receiving all applicable planning and zoning approvals for the Project. If any Condition Precedent is not satisfied on or before the Closing Date, this Agreement may be canceled by City or JCL, or at JCL's option, by written notice from JCL to City to extend the Closing Date provided the parties can reach a mutually agreeable closing date. Either Party shall have the right to unilaterally waive any Condition Precedent by providing written notice to the other. JCL shall be deemed to have waived the Conditions Precedent if JCL acquires the Property.

5. Closing.

5.1 Closing Date. The consummation of the transfer of title to the Land (the "**Closing**") shall take place at the offices of an escrow agent acceptable to both JCL and the City (the "**Escrow Agent**") on the date which is the

earlier of the following dates: (i) the date which is thirty (30) days prior to the date upon which the Public Building Commission of Johnson County, Kansas is to meet to adopt resolutions to issue bonds in conjunction with the Project, (ii) on a date designated by JCL, provided JCL gives City notice of the designation at least 30 days prior to such designation dated, or (iii) a date JCL and City may agree to in writing (the "**Closing Date**"). Possession of the Property shall be granted by City to JCL on the Closing Date.

5.2 City's Obligations at Closing. On the Closing Date, City shall execute and/or deliver to JCL, through the Escrow Agent as applicable, the following:

(a) **Deed.** Kansas Special Warranty Deed in a form reasonably acceptable to City and JCL (herein the "**Special Warranty Deed**"), conveying the Property to JCL.

(b) **FIRPTA Affidavit.** A non-foreign affidavit properly executed and containing such information as is required by IRC Section 1445(b)(2) and its regulations.

(c) **Title Documents.** Such affidavits of City or other documents as may be reasonably required by Title Company or the Johnson County Register of Deeds, in order to record the closing documents and issue the Title Insurance Policy.

(d) **Additional Documents.** Such other documents as may be required by this Agreement, including an Affidavit of Real Property Value as required by law.

5.3 JCL's Obligations at Closing. On the Closing Date, JCL shall execute and/or deliver to City, through the Escrow Agent as applicable, the following with respect to the Project:

(a) **Title Documents.** Such affidavits of JCL or other documents as may be reasonably required by Title Company in order to record the closing documents and issue the Title Insurance Policy.

(b) **Additional Documents.** Such other documents as may be required by this Agreement or by law.

5.4 Closing Costs.

(a) City shall pay the following costs and expenses in connection with the Closing:

(i) Its costs of document preparation and its attorneys' fees; and

(ii) One-half of any escrow fees, if applicable.

(b) JCL shall pay the following costs arising in connection with the Closing:

(i) All recording fees, transfer taxes, if any, and all documentary stamps payable upon the recording of the Special Warranty Deed in connection with the conveyance of the Property;

(ii) All due diligence or inspection costs incurred by JCL;

(iii) The premium payable for the owner's policy of title insurance and all endorsements thereto;

(iv) Its cost of document preparation and its attorneys' fees; and

(v) One-half of any escrow fees, if applicable.

5.5 Prorations. City shall pay all general real estate taxes levied and assessed against the Property and all installments of special assessments for the years prior to the calendar year of Closing. All such taxes and installments of special assessments becoming due and accruing during the calendar year of Closing shall be pro-rated between City and JCL on the basis of such calendar year of Closing. The proration for taxes and assessments, if not known for the year of Closing at the time of Closing, shall be computed based upon the previous year's ad valorem taxes and assessments.

6. Damage. If, prior to the Closing Date, all or any part of the Property is substantially damaged by casualty, including act of God, the elements or any other cause, City shall immediately give notice to JCL of such fact and at JCL's option (to be exercised within fifteen (15) days after City's notice), this Agreement shall terminate, in which event neither party will have any further obligations under this Agreement, except for those obligations which expressly survive the termination hereof; or if JCL fails to elect to terminate despite such damage, or if JCL elects to proceed to Close on the Property, City and JCL shall proceed to Closing, and City shall assign to JCL at the Closing all of City's right, title and interest to receive any proceeds of insurance related to such damage.

7. Condemnation. If, prior to the Closing Date, the City obtains knowledge that eminent domain proceedings are commenced against all or any part of the Property by any entity having such authority, City shall immediately give notice to JCL of such fact and at JCL's option (to be exercised within fifteen (15) days after City's notice), this Agreement may, at JCL's option, terminate, in which event neither party will have further obligations under this Agreement, except for those obligations which expressly survive the termination of this Agreement. If JCL elects not to terminate, despite such eminent domain proceedings, City shall assign to JCL at the Closing all of City's right, title and interest in and to any award made or to be made in the condemnation proceedings.

8. Representations and Warranties.

8.1 Representations and Warranties of City. City, to the best of its knowledge, hereby represents and warrants to JCL that the following are true and correct as of the date of this Agreement and shall be true and correct as of the Closing Date:

(a) The execution of this Agreement and all documents and instruments executed pursuant to this Agreement by City, the delivery thereof to JCL, City's performance hereof and the transactions contemplated hereby have been duly authorized by all requisite action and approvals on the part of City and do not conflict with or result in a violation of any applicable statute, ordinance, law, or any judgment, order or decree of any court or proceeding to which City is a party and all such documents are valid and binding obligations of City and are enforceable in accordance with their terms.

(b) City is not a "foreign person", "foreign partnership", "foreign trust" or "foreign estate" as those terms are defined in Section 1445 of the Internal Revenue Code.

(c) To City's knowledge, there is no action, litigation, investigation, condemnation or proceeding of any kind against any portion of the Property which would have a material adverse effect upon transfer of any portion of the Property to JCL.

(d) To City's knowledge, the Property has not been used for the production, storage, deposit or disposal of hazardous substances, no well is located on the Property, no above ground or below ground gas storage tank is located on the Property, and City has not received any written notice from any applicable governmental authority or any third party that any such substances have been placed or located upon the Property in violation of applicable environmental laws.

(e) City is not aware of any existing options or rights of first refusal with respect to the Property, other than JCL's rights.

(f) To City's knowledge, the Property is not occupied by any tenant.

(g) To City's knowledge, other than debris or other construction-related material that is on the Property as a result of the use of the Property as a staging area for the construction associated with the City's construction of its Civic Center, there is no construction or other debris located in or on the Property and no dumping has occurred in or on the Property. The City has agreed in **Section 1.6** that unless otherwise agreed to in writing by both parties, no later than thirty (30) days after the date of Closing, the City shall convey the Property to JCL in a clean condition and graded, at its sole expense, in accordance with the Grading Plans.

Whenever any representation or warranty of City is stated in this Agreement to be "to City's knowledge" or "to the best of City's knowledge", such words shall mean the actual knowledge, without any obligation of inquiry or investigation.

Notwithstanding the foregoing provisions of this **Section 8.1**, if City learns of any actual or alleged material inaccuracy in such representations or warranties, City shall advise JCL thereof. City shall, on or before the earlier of the scheduled Closing Date or the date ten (10) days after receiving such written notice from JCL or of learning of such actual or alleged material inaccuracy, make commercially reasonable efforts, without cost or expense to City, to cure such inaccuracy.

Failing such cure by City, City shall, within the period described in the preceding sentence, notify JCL in writing of such failure to cure, and JCL's remedies shall be limited to an election, on or before the earlier of the scheduled Closing Date or the date five (5) business days after receiving such written notice from City, to either (i) waive such breach and proceed to consummate the transaction contemplated by this Agreement or (ii) terminate this Agreement. If JCL elects to terminate this Agreement pursuant to this **Section 8.1**, neither party will have any further rights or obligations regarding this Agreement or the Property except for any obligations which are to expressly survive the termination of this Agreement.

8.2 Representations and Warranties of JCL. JCL hereby represents and warrants to City that the following are true and correct as of the date of this Agreement and shall be true and correct as of the Closing Date:

(a) JCL is a quasi-municipal corporation organized under the laws of the state of Kansas and is authorized to enter into this Agreement.

(b) The execution of this Agreement and all documents and instruments executed pursuant to this Agreement by JCL, the delivery thereof to City, JCL's performance hereof and the transactions contemplated hereby have been duly authorized by all requisite action on the part of JCL and do not conflict with or result in a violation of JCL's Operating Agreement or any judgment, order or decree of any court or proceeding to which JCL is a party and all such documents are valid and binding obligations of JCL and are enforceable in accordance with their terms.

9. Default.

9.1 Default by City. If City fails to perform any of City's covenants under this Agreement, or if City otherwise defaults hereunder, JCL shall have the right of specific performance of City's obligation to convey title to the Property to JCL pursuant to this Agreement, or JCL, at its option, may elect to terminate this Agreement and in addition thereto, pursue any remedies at law or in equity available to JCL for City's breach or default.

9.2 Default by JCL. In the event JCL should fail to consummate the transaction contemplated herein for any reason except for (i) any permissible reasons set forth in this Agreement or (ii) City's failure to close in accordance with the requirements of this Agreement, City may, after giving JCL five (5) days prior notice of a default by JCL, terminate this Agreement, and the parties shall have no further obligations to each other, except as provided in this **Section 9.2**.

(b) As partial consideration for JCL's agreement to evaluate the Property for development, the parties specifically agree that in the event of a JCL default prior to Closing, City shall have no other recourse or claim to any claims, damages, losses, or any other rights, remedies, relief or recourse against JCL ("**Default Recourse**"), and in no event shall such Default Recourse in any case be collectible, enforceable or available to City other than as provided in this **Section 9.2**.

(c) Notwithstanding anything in this **Section 9.2** or this Agreement to the contrary, if after Closing JCL fails to commence construction of the Project within ninety (90) days after issuance of a building permit and thereafter fails to diligently pursue completion of the Project, unless such dates and times are extended upon mutual agreement of the Parties as evidenced in writing, then JCL shall within thirty (30) days after written notice from City, unless such time is extended by written mutual agreement of both parties, convey the Property to the City (the "**Re-Conveyance**"), such obligation to survive the Closing of this Agreement. Such Re-Conveyance shall be with no additional encumbrances or liens than existed when JCL received the Property, except for such

encumbrances and liens (A) for utility service related to the Project, or (B) consented to, in writing by the City.

9.3 Attorneys' Fees and Costs. In the event of any litigation between the parties arising out of this Agreement or the collection of any funds due JCL or City pursuant to this Agreement, each party shall bear its own costs incurred, including without limitation reasonable attorneys' and paralegals' fees and costs, whether such fees and costs are incurred at trial, on appeal or in any bankruptcy proceedings.

10. Brokerage Commission.

City and JCL warrant each to the other that they have not dealt with any real estate broker which is entitled to compensation or commission with regard to this transaction respecting conveyance of the Property. Each party agrees to indemnify and hold harmless the other party from any and all claims for commissions by any broker or third party arising by virtue of this transaction whose commissions might legally arise from acts of the indemnifying party. The obligations of indemnity of JCL and City as contained in this **Section 10** shall survive the Closing

11. Escrow.

Unless otherwise agreed to by the parties in writing, the Title Company shall be First American Title Insurance Company and Sibyl Patton shall be designated as the escrow agent ("**Escrow Agent**") to facilitate the deposit and payment from the escrow established hereby. The parties shall instruct the Escrow Agent to hold such funds and to disburse the same only in accordance with the terms and conditions of this Agreement.

12. Other Contractual Provisions.

12.1 Assignment. JCL may not assign its rights under this Agreement without the prior written consent of City. Any assignment shall be subject to all the provisions, terms, covenants and conditions of this Agreement.

12.2 Notices. All notices which are required or permitted hereunder must be in writing and shall be deemed to have been given, delivered or made, as the case may be (notwithstanding lack of actual receipt by the addressee) (i) when delivered by personal delivery, (ii) three (3) business days after having been deposited in the United States mail, certified or registered, return receipt requested, sufficient postage affixed and prepaid, or (iii) one (1) business day after having been deposited with an expedited, overnight courier service addressed to the party to whom notice is intended to be given at the address set forth below:

CITY: Eric Wade
City Administrator
CITY OF LENEXA, KANSAS
12350 W. 87th Street Parkway
Lenexa, KS 66215
ewade@lenexa.com

With a copy to: Cynthia Harmison
City Attorney
CITY OF LENEXA, KANSAS
12350 W. 87th Street Parkway
Lenexa, Kansas 66215
charmison@lenexa.com

To JCL: Sean Casserley, County Librarian
Johnson County Central Library
9875 W. 87th St.
Overland Park, KS 66212
Phone: 913-826-4600
Fax: 913-826-4730
Email: CasserleyS@jocolibrary.org

With a Copy to: Fred J. Logan, Jr.
Logan, Logan & Watson
8340 Mission Rd., Suite 106
Prairie Village, KS 66206
Phone: 913-381-1121
Fax: 913-381-6546
Email: flogan@loganlaw.com

Escrow Agent: First American Title Insurance Company of Kansas
6406 College Boulevard
Overland Park, KS 66211
Attn.: Sibyl Patton

Any party may change the address to which its notices are sent by giving the other party written notice of any such change in the manner provided in this Section, but notice of change of address is effective only upon receipt.

12.3 Entire Agreement. This Agreement, subject to the applicable MOU provisions referenced herein, constitutes the entire understanding among the parties with respect to the Property conveyance transaction contemplated herein, and supersedes all prior or contemporaneous agreements, understandings, representations and statements, oral or written. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

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

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

12.6 Binding Effect. Subject to the provisions of **Section 12.1**, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

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

12.8 Interpretation. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and neuter and vice versa. This Agreement and any related instruments shall not be construed more strictly against one party than against the other by virtue of the fact that initial drafts were made and prepared by counsel for one of the parties, it being recognized that this Agreement and any related instruments are the product of extensive negotiations between the parties hereto and that both parties hereto have contributed substantially and materially to the final preparation of this Agreement and all related instruments.

12.9 Severability. In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be

construed as if such invalid, illegal or unenforceable provision had never been contained herein.

12.10 Time of Essence. Time is of the essence of each and every term, provision and covenant of this Agreement. The expiration of any period of time prescribed in this Agreement shall occur at 11:59 p.m. of the last day of the period. Should any period of time prescribed herein end on a Saturday, Sunday or legal holiday (recognized by either the City or JCL), the period of time shall automatically be extended to 11:59 p.m. of the next full business day.

12.11 No Waiver. Neither the failure of either party to exercise any power given such party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, nor any custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof, and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision.

12.12 Exclusivity. City agrees that, until the termination or cancellation of this Agreement, City shall cease all negotiations for the sale or conveyance of the Property to any other party.

12.13 Incorporation into Agreement of Recitals; Incorporation by Reference of Exhibits. The recitals set forth above are incorporated herein by reference and made a part of this Agreement. Unless expressly provided herein, all exhibits attached hereto are incorporated by reference.

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

Federal Taxpayer Identification No.:
486085044

Approved As To Form:

Cynthia L. Harmison, City Attorney

ACKNOWLEDGMENT

STATE OF KANSAS)
)ss.
COUNTY OF JOHNSON)

On this ____ day of April, 2016 before me appeared Michael A. Boehm, who acknowledged himself to be Mayor of the City of Lenexa, Kansas, and that he, as such and being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of said entity.

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

Notary Public

My Commission Expires: _____

EXHIBIT A

MEMORANDUM OF UNDERSTANDING (MOU)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU") is entered into this 15th day of December, 2015, by and between the City of Lenexa, Kansas with its principal office located at 12350 W. 87th Street Parkway, Lenexa, Kansas 66215 ("CITY") and the Board of Directors of Johnson County Library, Johnson County, Kansas, with administrative offices located at 9875 W. 87th St., Overland Park, Kansas 66212 ("JCL").

RECITALS

WHEREAS, the CITY is a Kansas municipal corporation and is authorized to enter into this MOU by the powers vested in it by Article 12, Section 5 of the Kansas Constitution and by Charter Ordinance 55; and

WHEREAS, JCL is a quasi-municipal corporation organized under the laws of the state of Kansas and is authorized to enter into this MOU by the powers vested in it by K.S.A. 12-1223 *et seq.*; and

WHEREAS, the CITY is the owner of approximately 0.5 acres of real property located west of Penrose St. and south of 87th Street Parkway (the "Property") which is within the Lenexa City Center development and is legally described on Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, Lenexa City Center arose from the CITY's 2020 Visioning Plan with a goal to develop a central gathering place with a variety of opportunities for residents and visitors. Lenexa City Center is mixed-use development incorporating multiple hotels, restaurants and retail uses, offices and residential properties and emphasizes walkability, density, sustainability and community, including the CITY's Civic Center Project (the "Civic Center") which commenced construction on July 28, 2015; and

WHEREAS, the Civic Center is located south of 87th Street Parkway adjacent to the Property and is a multi-use facility consisting of two individual buildings with shared plaza containing internal and external recreational, cultural, social and civic components and an associated 500 space parking structure (the "Civic Garage"). The building to the east will include CITY offices, an auditorium/Council Chamber, lobby/pre-function and art gallery space, and a public market (the "Civic Building"). The CITY is also in negotiations for a possible university tenant in the Civic Building. The building to the west will include an indoor aquatic center with leisure/wellness pool, play structures for children, water slide, lazy river and lap swimming lanes; fitness facilities; large walking track, multiple multi-use gymnasiums; youth, teen and senior programming (the "Recreation Center"); and

WHEREAS, in May 2015, JCL approved a Comprehensive Library Master Plan (the "CLMP"); and

WHEREAS, the CLMP recognizes the needs of JCL patrons and their use of the library are changing and that JCL services, operations and facilities should be sustainable, flexible and responsive to evolving services and community change; and

WHEREAS, the CLMP identifies the relocation and construction of a new library facility in Lenexa as a possible enhancement of existing library services; and

WHEREAS, in August 2015, the Johnson County Board of County Commissioners (the "BOCC") passed its 2016 budget which included a .75 mill increase to provide funding for the partial implementation of the JCL CLMP; and

WHEREAS, the parties would like to collaborate together to encourage a comprehensive civic campus where people can interact and engage with one another; and

WHEREAS, location of a new library facility within the Lenexa City Center provides a unique and beneficial opportunity for both parties and for the community; and

WHEREAS, the parties desire to enter into this MOU setting forth their intentions with respect to their responsibilities to each other and this MOU memorializes the same subject to the terms, conditions and subsequent agreements as described herein.

NOW, THEREFORE, for the mutual promises and covenants contained herein, the parties agree as follows:

1. **PROJECT.** JCL intends to construct an approximately 40,000 square foot library facility on the Civic Center site (the "Project"). The Project will be constructed of high quality materials and will be architecturally compatible with the CITY's adjacent Civic Center. A general site plan depicting the location of the Project is marked as "Future Building Site" on Exhibit B attached hereto and incorporated herein by reference.

A. Development Review Process. JCL agrees to submit to the land use, development and building permit review and approval process related to the Project in accordance with the CITY's Unified Development Code, including the City Center Design Guidelines which apply to all development within the Lenexa City Center.

B. Parking. JCL will utilize shared parking in the Civic Garage to satisfy the daily parking needs of the Project. The Civic Garage shall be constructed by the CITY as part of its Civic Center and will provide free parking to the public. The parties will enter into a subsequent agreement setting forth the terms and conditions under which JCL will participate in an annual payment to assist with the maintenance of the Civic Garage. It is anticipated that the payment will be allocated in proportion to JCL's projected and then actual estimated use of the Civic Garage; the payment will not include any costs relating to the cost of construction. The fee will be adjusted annually based upon the agreement of the parties as to JCL's estimated use of the Civic Garage for the previous year. The

Lenexa City Center also offers substantial off-site parking which will assist JCL with overflow parking resulting from large special events held at the Project.

2. LAND CONVEYANCE. The CITY will convey the Property to JCL at no cost, to allow JCL to construct the Project defined herein.

A. Public Purpose. The CITY finds that use of the Property by JCL for a public library is a good public use and further finds that such Project and the patrons thereof will be beneficial to the City's City Center development, including but not limited to the retail, restaurant and hotel uses.

B. Value. The Property will be donated by the CITY to JCL for this Project consistent with the provisions of this MOU.

C. Conveyance.

(1) JCL, may, but is not obligated to, secure Title Insurance and/or an ALTA Survey on the Property, but shall do so at its expense.

(2) The CITY and JCL intend to enter into a Property Conveyance Agreement within one hundred eighty (180) days after execution of the MOU. The conveyance (or "Closing") will occur within thirty (30) days prior to the date upon which the Public Building Commission of Johnson County, Kansas is to meet to adopt resolutions to issue bonds in conjunction with the Project, tentatively scheduled to be August 3, 2018. To facilitate the development and building plan approvals, the CITY shall grant JCL the right to make application for all of its development plan approvals and building permit submission prior to Closing.

(3) Closing is anticipated to occur in calendar year 2018. At Closing, the Parties shall prorate the ad valorem real estate taxes and special assessments on the Property as of the date of Closing. This MOU imposes no responsibility on JCL for payment of any ad valorem real estate and special assessments on the Property JCL would not otherwise have by law.

(4) Unless otherwise specifically provided in the Property Conveyance Agreement, the CITY maintains all rights and obligations of ownership with respect to the Property until Closing. Because Closing is not anticipated to occur for an extended period of time after the Civic Building and Recreation Building are open and operational, the parties agree that prior to Closing nothing in this MOU prohibits the CITY from utilizing the Property as open space, for special events or similar purposes, or to landscape the Property, including providing for sidewalks or similar pedestrian access, as the CITY deems necessary and appropriate ("CITY Use"). However, such CITY Use shall be at the CITY's sole cost and responsibility and shall not create any environmental issues or any new encumbrance upon the Property.

D. Re-Conveyance. If construction of the Project is not commenced (defined to mean vertical construction and not mere site grading) within sixty (60) days of

April 26, 2019, unless extended by the CITY and JCL in writing, and thereafter diligently pursued to completion (defined to mean acting to maintain an active building permit) then, within thirty (30) days of written notice from the CITY, JCL shall diligently pursue completion or re-convey the Property to the CITY subject to the same title exceptions and matters of record (including special assessments and taxes not yet due and owing) as when said Property was transferred to JCL, at no cost to the CITY. City shall not unreasonably withhold extension of building permit. No re-conveyance shall occur under this MOU after substantial completion (defined to mean completion that allows for functional use) of the Project.

3. SCHEDULE. Subject to written agreement of the Parties, JCL agrees to diligently pursue the Project in accordance with the "Detail Project Timeline" dated November 30, 2015, attached hereto as Exhibit C and incorporated herein by reference. Nothing in this MOU precludes JCL, at its sole discretion, from accelerating the dates set forth on the Detail Project Timeline, but they are not obligated to do so.

JCL and the City Administrator may agree, in writing, to minor adjustments to the Detail Project Timeline, provided however that any substantial adjustments to the Project Timeline, may in the City Administration's discretion require an amendment by the City Council. Provided JCL is diligently prosecuting the work, nothing in this Section shall prohibit JCL from commencing an item earlier than the date indicated in the preceding table, and prosecuting the substantial completion of each item in accordance with the CITY approved plans in a timely fashion to completion. JCL shall not be in default so long as it is making reasonable progress under the Detail Project Timeline.

4. OBLIGATIONS TO PROCEED. The obligation of the parties to proceed beyond this MOU is dependent upon the following:

A. The Library Board of JCL must approve this MOU and then, pursuant to K.S.A. 12-1223, submit the MOU for ratification and approval by the Board of County Commissioners of Johnson County, Kansas.

B. CITY and JCL entering into a mutually agreeable Property Conveyance Agreement, which will then be submitted to the Board of County Commissioners of Johnson County, Kansas;

C. JCL obtaining all applicable CITY development approvals; and

D. CITY obtaining approval of its Master Developer to site layout and parking arrangements; and

E. CITY and JCL entering into a Property Conveyance Agreement for the Project.

5. NO LIMITATION OF POWER.

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

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

6. COOPERATION. The Parties agree to exercise good faith and cooperate with each other to finalize and execute all documents and agreements necessary to complete the Project as contemplated herein and as required by CITY code or state law.

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

To JCL: Sean Casserley, County Librarian
Johnson County Central Library
9875 W. 87th St.
Overland Park, KS 66212
Phone: 913-826-4600
Fax: 913-826-4730
Email: CasserleyS@jocolibrary.org

With a Copy to: Fred J. Logan, Jr.
Logan, Logan & Watson
8340 Mission Rd., Suite 106
Prairie Village, KS 66206
Phone: 913-381-1121
Fax: 913-381-6546
Email: flogan@loganlaw.com

To CITY: Eric Wade, City Administrator
12350 W. 87th Street Parkway
Lenexa, KS 66215
Phone: (913) 477-7500
Fax: (913) 477-7589
ewade@lenexa.com

With a Copy to: Cindy Harmison, City Attorney
12350 W. 87th Street Parkway
Lenexa, KS 66215

Phone: (913) 477-7622
Fax: (913) 477-7639
charmison@lenexa.com

8. TERMINATION. Unless otherwise amended in writing, this MOU shall automatically terminate and be of no further force and effect upon the earlier of:

A. Failure of JCL to obtain all applicable development approvals on or before September 25, 2018;

B. Execution of a subsequent Development Agreement or similar instrument that expressly terminates this MOU;

C. Failure of JCL to submit for a building permit within one hundred eighty (180) days after obtaining all applicable development approvals;

D. Failure of JCL to commence vertical construction of the Project on or before forty-five (45) days following issuance of building permit unless mutually agreed upon in writing by the Parties;

E. Completion of the Project as contemplated in this MOU; or

E. Mutual Agreement of the Parties to terminate the MOU as evidenced in writing signed by both parties.

9. GENERAL MATTERS.

A. This MOU shall be governed by and construed under the laws of the state of Kansas.

B. Neither party shall assign this MOU without the written consent of both parties.

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

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

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

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

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

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


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

[Signature Pages Follow]

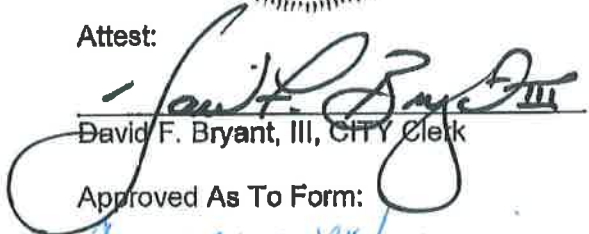
CITY OF LENEXA, KANSAS



By:


Michael A. Boehm, Mayor

Attest:


David F. Bryant, III, CITY Clerk

Approved As To Form:


Cynthia L. Harmison, CITY Attorney

**BOARD OF DIRECTORS OF JOHNSON
COUNTY LIBRARY**

By: _____


Neil Shortlidge
Chair

Attest:


Pam Robinson
Secretary

Approved As To Form:

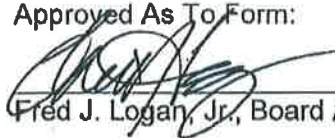

Fred J. Logan, Jr., Board Attorney

EXHIBIT A

Legal Description of the Property

[still need the actual legal description but using the Civic Garage as the western border, the strata as the northern boundary and the right of way line for Penrose and 88th St., respectively, the total approximate square footage is 22,752]

EXHIBIT B

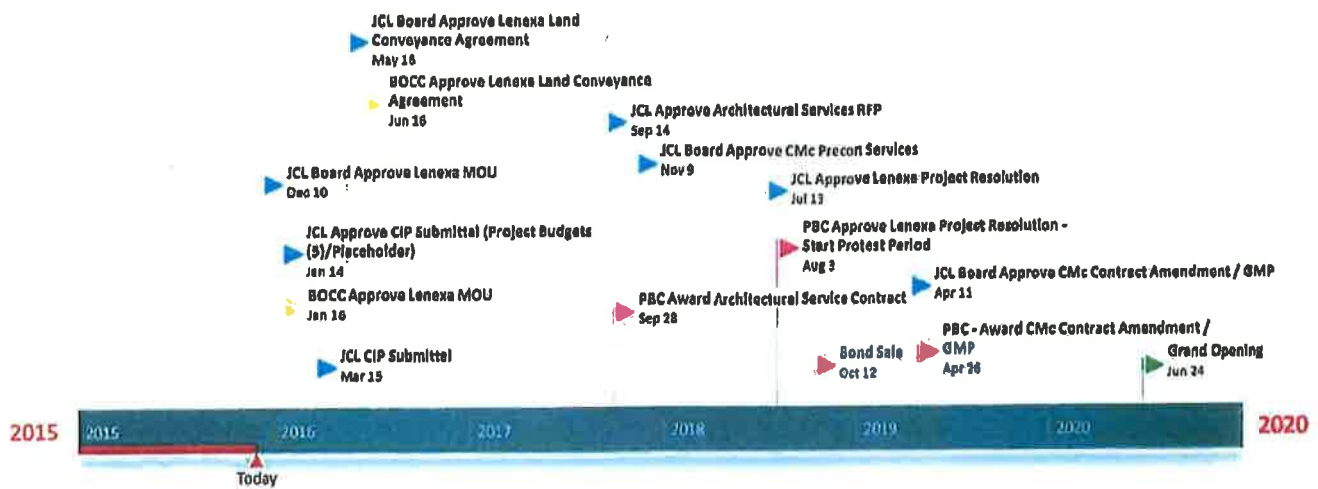


The area designated "Future Building Site" in the southeast corner is the proposed library site.

EXHIBIT C

Detail Project Timeline

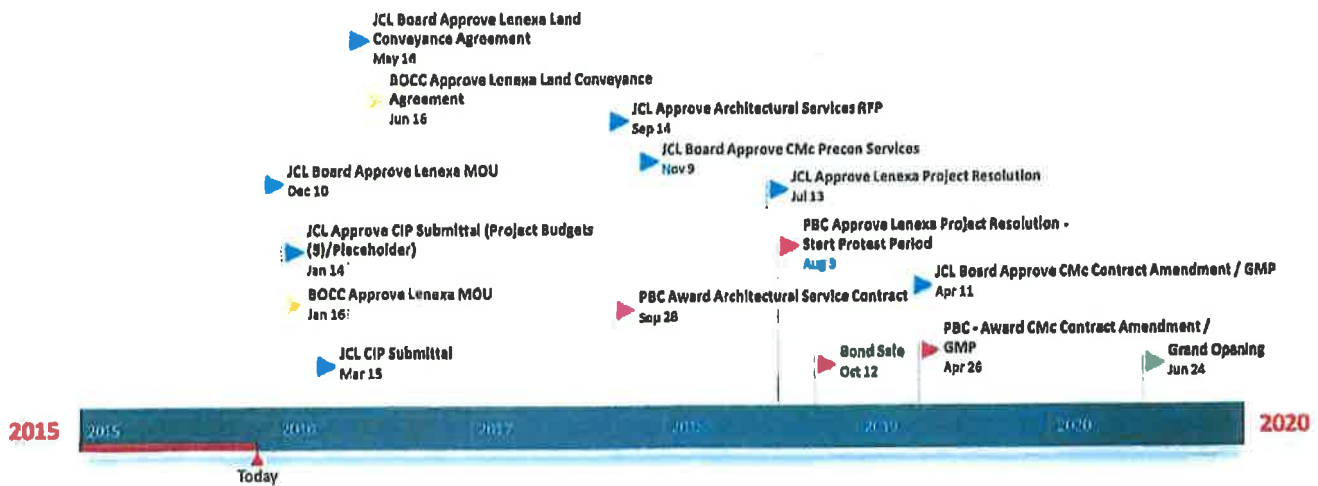
Attached



**Lenexa Library Branch
Detail Project Timeline
November 30, 2015**

DRAFT





Lenexa Library Branch
 High Level Project Timeline
 November 30, 2015

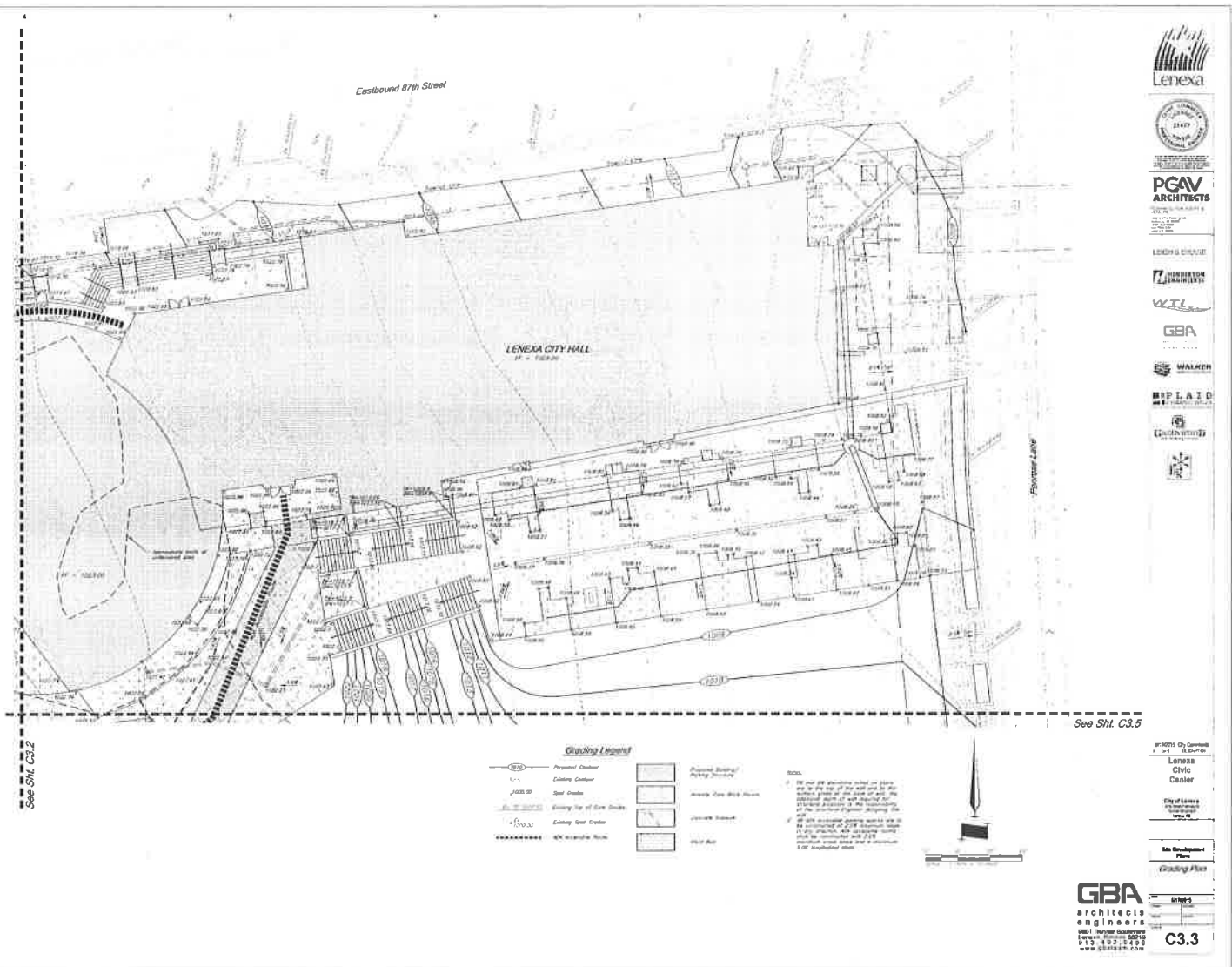
DRAFT

EXHIBIT B
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 $75^{\circ}48'01''$ 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 $12^{\circ}47'50''$, a distance of 131.78 feet; thence North $33^{\circ}50'48''$ West, departing said South line, a distance of 134.75 feet; thence North $55^{\circ}48'13''$ East, a distance of 32.51 feet; thence North $08^{\circ}32'23''$ West, a distance of 8.48 feet; thence North $72^{\circ}07'25''$ East, a distance of 48.40 feet; thence South $17^{\circ}52'35''$ East, a distance of 10.29 feet; thence North $81^{\circ}28'02''$ 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 $09^{\circ}18'54''$, and whose initial tangent bearing is South $02^{\circ}49'20''$ 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 C
GRADING PLANS



LOGAN LOGAN & WATSON, L.C.

ATTORNEYS AT LAW
CORINTH OFFICE BUILDING
8340 MISSION ROAD, SUITE 106
PRAIRIE VILLAGE, KANSAS 66206
TELEPHONE (913) 381-1121
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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, counsel to the Library Board

Re: Agreement with PGAV Architects for predesign architectural services on the proposed branch library facility at Lenexa City Center

Date: April 7, 2016

This memorandum and the proposed agreement with PGAV Architects for predesign architectural services are natural follow-ups to the Property Conveyance Agreement with the City of Lenexa that I have described for you in a separate memorandum. In order for the library to complete its investigation of the proposed Lenexa City Center site within the contractually-set period of 180 days, it is going to have to contract for architectural and engineering services. PGAV Architects proposes to perform those services in the attached letter agreement, which has been reviewed and approved as to form by me and by representatives of County Facilities Management.

PGAV has been doing the architectural work on the Lenexa Civic Center project. PGAV's team, which includes three groups of engineers, is completely up to speed on every aspect of the Lenexa City Center project, including the Civic Center and the proposed parking garage. Given the Commission's direction to accelerate the library's priority capital improvement projects, it makes sense to enter into an agreement with PGAV. As I noted above, the Facilities Management team supports this agreement.

The agreement is succinctly summarized on page 1: "The predesign services outlined in this proposal will provide the JCL Board of Directors with the architectural programming and conceptual design information necessary to confirm that quantitative and qualitative program requirements for a new branch library can be achieved on the proposed site." PGAV, will, among other things, work collaboratively with library staff to develop the library program for the proposed building on the site.

The Scope of Work is described in detail in the agreement. The deliverables are likewise spelled out in detail. The services will be rendered for a fixed fee of \$97,000.

I look forward to discussing this agreement with you at your Board meeting on April 14. I will be recommending that you approve this agreement at that meeting.

April 07, 2016

Board of Directors of the Johnson County Library
C/o Georgia Gavito Sizemore
Project Management Specialist
Department of Facilities Management
Johnson County Government
111 S. Cherry St. #2100
Olathe KS, 66061

Re: Architectural Predesign Services Proposal
For a new Johnson County Branch Library at the Lenexa Civic Center
PGAV Project #53430-00

To the Board of Directors of the Johnson County Library,

Thank you for the opportunity to submit this proposal for predesign services. We look forward to working with you and the Johnson County Library (JCL) project team.

1. PROJECT TEAM AND PROJECT DELIVERY

A. PGAV Project Team

- Peckham Guyton Albers & Viets Inc. - Architect of Record
- Henderson Engineers Inc. - Mechanical, Electrical, Plumbing and Fire Protection Engineers
- Leigh & O'Kane Inc. - Structural Engineers
- George Butler Associates Inc. - Civil Engineers

B. Project Delivery

PGAV will work collaboratively with JCL and the Johnson County Department of Facilities Management throughout the predesign process. PGAV will assist JCL as directed, with communication and coordination of the predesign effort with the City of Lenexa.

2. PROJECT OVERVIEW

A. Project Overview

JCL wishes to construct a new 40,000 +/- GSF two story branch library on a site being offered by the City of Lenexa Kansas at the City's new Civic Center building complex. The proposed site is located at the intersection of Penrose Lane and 88th Street in the City's City Center development district. The predesign services outlined in this proposal will provide the JCL Board of Directors with the architectural programming and conceptual design information necessary to confirm that quantitative and qualitative program requirements for a new branch library can be achieved on the proposed site.

The JCL May 2015 Comprehensive Library Masterplan identifies a 40,000 GSF branch library building program with a total project budget of \$19,300,000.

Assuming a 35% soft cost allocation an estimated \$12,545,000 +/- may be available for construction. *(35% X \$19,300,000 total project cost = \$6,755,000 soft costs. 19,300,000 total project cost - \$6,755,000 approx. soft costs = \$12,545,000 approx. construction cost.)*

3. SCOPE OF WORK

PGAV will work collaboratively with JCL, Johnson County Facilities Management, and the City of Lenexa to provide predesign services including site survey assistance, architectural programming and conceptual design services as outlined below.

A. Site Survey Assistance

PGAV will assist JCL with the procurement of an ALTA survey for the proposed Library site. PGAV will coordinate the survey procurement effort with the City of Lenexa and GBA Inc. to define the library site property boundaries. It is our understanding that JCL will contract directly with GBA for the surveying services.

B. Library Programming

PGAV will lead a collaborative seven step programming process to develop and document the Library's building program requirements.

Step 1- Establish Project Goals and Objectives

- Organizational-Library system/community
- Functionality
- Brand expression/image
- Budgetary
- Schedule

Step 2- Project Visioning

- Aspirations and opportunities
- Case studies and bench marking
- Library tours (Lackman Branch /other local learning center examples)
- Sustainability

Step 3- Gather Relevant Information

- Conduct stakeholder and staff interviews
- Library space needs/criteria
- Architectural design criteria/City Center design guidelines
- MEP design criteria
- Codes and standards/accessibility
- Sustainability and energy conservation

Step 4- Community Engagement

- Facilitate a community forum
 - Identify patron priorities
 - Share JCL vision and solicit feedback
- Support the Library with soliciting a community survey

Step 4- Identify Strategies

- Key adjacencies
- Flexibility/adaptability
- Patron /staff access and flow (pedestrian and vehicular)
- Service dock and shipping/receiving
- Drive thru book drop and pick up
- Point(s) of entry access control and security
- 1% for Art

Step 5- Determine Quantitative Requirements

- Space requirements for all functional program elements
- Gross building area and build efficiency
- Investigate mechanical, electrical, plumbing & fire suppression (MEP & FP) system options and determine preferred systems
- MEP & FP systems performance criteria and narratives
- Structural performance criteria and narrative
- Site utility, site work and City of Lenexa amenity zone criteria and narratives
- Identify conceptual special systems scope requirements (Audio/visual, tele-data, security, etc.)
- Outline project soft cost requirements (FFE, A/E, fees, special inspections, commissioning, moving costs, etc.)
- Prioritize/balance building program requirements with available budget

Step 6- Building Program Documentation

- Prepare summary Basis of Design (BOD) document.
- Review BOD with JCL staff, Johnson County Facilities Management staff and JCL Board of Directors
- Refine BOD with JCL staff , Johnson County Facilities Management staff and JCL Board of Directors input
- Be available to present findings to JCL/BOCC/PBC/City of Lenexa and community stakeholders

B. Conceptual Design

As the building program is taking shape PGAV will facilitate a series of collaborative workshops with JCL stakeholders to explore conceptual design alternatives and arrive at a preferred design concept. The conceptual design process will include:

Step 1- Conceptual Exploration

- Explore alternative building organizational concepts with JCL stakeholders
- Prepare adjacency bubble diagrams and vertical stacking studies to test organizational strategies.
- Prepare 3D massing studies illustrating overall library organization in the context of the Civic Center
- Identify preferred concepts and strategies for refinement

Step 2- Conceptual Design Refinement

- Refine design concepts based on JCL input.
- Prepare preliminary exterior design studies illustrating scale and building materials
- Meet with JCL Stakeholders to review conceptual refinements.
- Arrive at a preferred design concept for development
- Update the BOD program, cost estimate and supporting narratives to align with the preferred concept

Step 2- Conceptual Design Documentation

- Meet with JCL to review concept design and BOD refinements
- Finalize concept design drawings based on JCL input.

C. Predesign Phase Deliverables

Predesign deliverables will be organized in a summary Basis of Design document which will include the following:

1. Project overview
2. Summary of community engagement process and outcomes
3. Building space program (space list)
4. Summary Library and Civic Center site design considerations
5. Planning and design criteria
6. Structural, civil and MEP & FP systems narratives
7. AV /Technology Concept Narrative
8. Conceptual site plan
9. Conceptual floor plans
10. Conceptual building sections
11. 3D architectural concept massing studies and exterior views
12. Conceptual Construction and project cost estimate
13. Project design and construction milestone schedule

D. Basic Design and Construction Phase Services

Fees for detailed design and construction phase services including schematic design, design development, construction documents, and construction administration are not included in this agreement. It is our understanding that Johnson County and the City of Lenexa are working on a collaborative agreement that would facilitate PGAV providing these services under the terms of our December 17, 2013 Architectural and Engineering Services Agreement with the City of Lenexa.

E. Sustainable Design

The PGAV team will consider and incorporate sustainable design strategies throughout the predesign process with a focus on reducing environmental impact and life cycle operating costs. It is our understanding the project will not pursue formal LEED certification.

4. PROFESSIONAL SERVICES COMPENSATION

A. Pre-Design Services:

The PGAV team will provide predesign services as outlined above for a lump sum fee of \$97,000. This fee is based on an estimate of the staff hours needed to complete the work outlined above and includes involvement of our engineering consultant team. The fee breaks down as follows:

Peckham Guyton Albers & Viets Inc.	\$ 75,000
Henderson Engineers Inc.	\$ 15,000
Leigh & O'Kane Inc.	\$ 3,500
GBA Inc.	\$ 3,500
Total Pre-Design Fixed Fee:	\$ 97,000

PGAV will invoice for services rendered on a monthly basis commensurate with the percentage of work completed.

B. Project Expenses

Direct project expenses incurred by the PGAV team including printing and reproduction, local mileage, meals, postage, and electronic communications are included in the fixed fee for predesign services.

Costs for the preparation of professional renderings or models, material printing for community engagement events or other promotional or presentation materials requested by JCL are not included. Costs for such services if requested and authorized in writing by the JCL Board of Directors will be added to this agreement by amendment.

C. Additional Specialty Consultant Services:

Additional specialty consultant services if requested by JCL will be added to this agreement by amendment with JCL's written authorization. Potential specialty consultant services might include:

- Audio Visual/Acoustical Consulting
- Technology Consulting
- Security Consulting
- Food Service Equipment Consulting

5. PROJECT SCHEDULE

Programming	Complete April 22, 2016
Preliminary Concept Design	Complete May 6, 2016
Final Concept Design	Complete May 30, 2016

6. SUMMARY

Thank you for the opportunity to assist the Johnson County Library Board of Directors with this important assignment. If this proposal is acceptable please sign and return a copy for our records. Your authorization will serve as our notice to proceed.

If you need any additional information or have any questions regarding this proposal, please don't hesitate to call.

Sincerely,

PECKHAM GUYTON ALBERS & VIETS, INC.



Michael Schaadt, AIA, LEED AP
Principal

cc: Jennifer Goeke - PGAV Project Manager

Attachments:
Lenexa Civic Center Site Masterplan

Approved for the Board of Directors of the Johnson County Library:

Mr. Neil Shortlidge, Chair

Date

JOHNSON COUNTY LIBRARY
Board of Directors
April 14, 2016

AGENDA ITEM VI. A. : Memorandum of Understanding with JCCC Adult Education

ISSUE FOR BOARD DETERMINATION: Whether or not to renew the MOU with JCCC's Adult Education program

DISCUSSION: Currently Johnson County Library and JCCC Adult Education have an agreement whereby the Library will provide building space at Antioch and Gardner as well as technology support while JCCC Adult Education staff and volunteers will provide ESL and GED classes to the public.

This year, JCCC Adult Education will not be using the Oak Park space as they have in previous years due to lower enrollment.

JCCC Adult Education and JCL have reached agreement on all terms.

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

RECOMMENDATION: The Johnson County Library Board of Directors renews the agreement with JCCC Adult Education for 2016.

BUDGET IMPACT: No direct costs.

PERSON(S) RESPONSIBLE: Jennifer Mahnken, Associate Director for Branch Services

**AGREEMENT BETWEEN THE JOHNSON COUNTY LIBRARY
AND JOHNSON COUNTY COMMUNITY COLLEGE**

THIS AGREEMENT is made and entered into for the year 2016 by and between the JOHNSON COUNTY COMMUNITY COLLEGE, Overland Park, Kansas, hereinafter sometimes referred to as JCCC or the College, and the JOHNSON COUNTY LIBRARY, Johnson County, Kansas, hereinafter sometimes referred to as the Library.

WHEREAS, JCCC ABE/GED/ESL Program called Johnson County Adult Education conducts classes for adults who cannot speak English or who have limited English-speaking skills, cannot read, read with minimal skill, read at less than high school level, or have not received a high school diploma, and

WHEREAS, Johnson County Adult Education also provides instruction geared to the special needs of each adult enrolled, and

WHEREAS, JCAE does not charge for enrolling adults in the program, and

THEREFORE, JCCC and the Library make the following agreement with respect to the Program for Adult Basic Education hereinafter referred to as JCAE: Antioch and Gardner.

NOW THEREFORE, JCCC and the Library agree as follows:

I. Johnson County Community College shall:

- a. Provide professional instructors to supervise, instruct and coordinate JCAE at Antioch and Gardner.
- b. Provide student assessment and counseling for JCAE participants in the above library literacy centers.
- c. Recruit, train and supervise volunteers for JCAE at the above library literacy centers.
- d. Select appropriate training materials for volunteers and participants.
- e. Promote the JCAE library centers and use of the Library in general.
- f. Seek other opportunities for collaboration and mutual benefit.

II. Johnson County Library shall:

- a. Act as a resource by providing space for JCAE at the Antioch and Gardner libraries.
- b. Provide general support for grant applications sought by JCAE to promote literacy and/or adult education programs as appropriate.
- c. Offer donated/weeded materials that may be of interest to JCAE (such as literature appropriate for adult beginning readers) by means of working with the Friends of the Library to select and deliver materials to JCAE sites via JCL courier.
- d. Train all public services staff to be sensitive to the special needs of adult learners. Library staff will be available to orient JCAE students to library services and to give guidance on appropriate reading materials.
- e. Disseminate information about JCAE.
- f. Provide, maintain, and support personal computer (PC) workstation hardware and software.

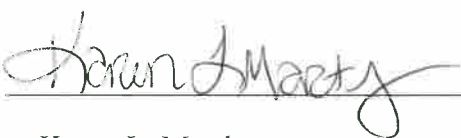
- g. Provide access to the Internet from all JCAE sites located within JCL facilities.
- h. Seek other opportunities for collaboration and mutual benefit.

III. The parties hereto agree that this agreement shall be interpreted under and pursuant to the laws of the State of Kansas and this agreement may be terminated by mutual consent of the parties with sixty (60) days notice.

IN WITNESS WHEREOF, the parties hereby have executed this agreement after due action of their respective governing boards.

JOHNSON COUNTY COMMUNITY COLLEGE

JOHNSON COUNTY LIBRARY

By: 

Karen L. Martley
AVP, Continuing Education &
Organizational Development

By: _____

Neil Shortlidge, Chair
Library Board of Directors

Date: 3-31-16

Date: _____

Briefing Sheet

To: Library Board of Directors
From: Sean Casserley, County Librarian
Date: 4/11/2016

Issue: Consider amending the 2016 CIP Project Plan to include authorization of the Central Department Innovation and Consolidation, Monticello Library, new Lackman Library at Lenexa Civic Center, and Blue Valley Library Renovation and Expansion projects.

Background: The 2016 request included \$4M in general costs for CLMP. This briefing sheet requests that the line item be split out into initial project balances for:

Priority	Project	Funding Source
0	Central Department Innovation and Consolidation	Library Reserves
1	Monticello	Mil increase
2	New Lackman	Mil increase
3	Blue Valley	Mil increase

Analysis: Library Reserves are healthy enough to accommodate construction furnishings costs, estimated by the architect at \$1.7M.

Alternatives: 1) Approve amending the 2016 CIP Project Plan to include authorization of the Central Department Innovation and Consolidation, Monticello Library, new Lackman Library at Lenexa Civic Center, and Blue Valley Library Renovation and Expansion projects.
2). Do not approve amending the 2016 CIP Project Plan to include authorization of the Central Department Innovation and Consolidation, Monticello Library, new Lackman Library at Lenexa Civic Center, and Blue Valley Library Renovation and Expansion projects.

Legal Review: Not yet started.

Budget Approval: Nicki Neufeld

Recommendation: That the Library Board approve the amendment of the 2016 CIP Budget submittal, to include the authorization of the Central Department Innovation and Consolidation, Monticello Library, new Lackman Library at Lenexa Civic Center, and Blue Valley Library Renovation and Expansion projects.

Suggested Motion (2016): I move that the Library Board approve the amendment of the 2016 CIP Budget submittal, to include the authorization of the Central Department Innovation and Consolidation, Monticello Library, new Lackman Library at Lenexa Civic Center, and Blue Valley Library Renovation and Expansion projects.

Briefing Sheet

To: Library Board of Directors
From: Sean Casserley, County Librarian
Date: 4/11/2016

Issue: Consider approving the 2017 CIP Project Plan to be included in the budgeting process for the fiscal year 2017.

Background: The 2017 request includes funding for the top included \$4M in general costs for CLMP. This briefing sheet requests that the line item be split out into initial project balances for: the Central Department Innovation and Consolidation, Monticello Library, new Lackman Library at Lenexa Civic Center, and Blue Valley Library Renovation and Expansion projects.

Analysis:

Alternatives: 1) Authorize approving the 2017 CIP Project Plan to be included in the budgeting process for the fiscal year 2017.

2). Do not authorize approving the 2017 CIP Project Plan to be included in the budgeting process for the fiscal year 2017.

Legal Review: Not yet started.

Budget Approval: Nicki Neufeld

Recommendation: To authorize approving the 2017 CIP Project Plan to be included in the budgeting process for the fiscal year 2017.

Suggested Motion: I move that the Library Board authorize approving the 2017 CIP Project Plan to be included in the budgeting process for the fiscal year 2017.

Briefing Sheet

To: Library Board of Directors
From: Sean Casserley, County Librarian
Date: 4/11/2016

Issue: Central Department Innovation and Consolidation. Consider approving the use of Reserves to consolidate operations and increase efficiency between Library departments: relocate the Communication department to a shared space with Web and IT functions at Central Resource Library; to improve building energy efficiency, and to improve delivery/courier workflow, including Collections, Interlibrary Loan and Tech Services spaces.

Background: During the budgeting process for the Central Building Upgrade, it became apparent that all of the Library's goals could not be realized with then-available resources. The determination was made to limit shift focus on two of four initial priorities:

1. Infrastructure Improvements
2. Public Space Improvements
3. ~~Material Flow~~
4. ~~Staff Space Improvements~~

This consolidation of departments paves the path toward increased efficiency and maximized communication. The renovations that this briefing sheet lays out will bring these teams into closer proximity. The updating of back-office building systems also improves overall building efficiency. The existing office space is not conducive to hosting three departments in the same space, so some re-working is necessary. Space and building infrastructure efficiencies will be gained by also re-working the Collections, Interlibrary Loan, and Tech Services workspaces. The Library has partnered with The Clark Enersen Partners to provide schematic design services for re-working the back area. This re-work would allow for improvements in workspace, collaboration areas, and equipment storage in the back of the house.

Analysis: Library Reserves are healthy enough to accommodate construction furnishings costs, estimated by the architect at \$1.7M.

Alternatives: 1) Approve the one-time use of Library Reserves in the amount of \$1.7M to fund construction costs related to renovating the back offices at Central to accommodate Web, IT, and Communication, Collections, Interlibrary Loan, and Tech Services departments; and to improve the staff breakroom and delivery/courier workflow.
2). Do not approve the one-time use of Library Reserves in the amount of \$1.7M to fund construction costs related to renovating the back offices at Central to accommodate Web, IT, and Communication, Collections, Interlibrary Loan, and Tech Services departments; and to improve the staff breakroom and delivery/courier workflow.

Legal Review: Not yet started.

Budget Approval: Nicki Neufeld

Recommendation: Approve the one-time use of Library Reserves in the amount of \$1.7M to fund construction costs related to renovating the back offices at Central to accommodate Web, IT, and Communication, Collections, Interlibrary Loan, and Tech Services departments; and to improve the staff breakroom and delivery/courier workflow.

Suggested Motion: I move that the Library Board approve the one-time use of Library Reserves in the amount of \$1.7M to fund construction costs related to renovating the back offices at Central to accommodate Web, IT, and Communication, Collections, Interlibrary Loan, and Tech Services departments; and to improve the staff breakroom and delivery/courier workflow.

Department Request Summary
Capital Improvements Program 2017-2021
Johnson County, Kansas

[illegible]

Johnson County Capital Improvements Program 2016-2020

Project Request Capital Summary

Department: Library					Date: March 2016		
Submittal Year: 2017		Project Title: Capital Replacement Plan					
Annual Debt Service: \$ -		# of Years: -		Priority:			

Capital Expenditures	Prior Years Total	2017	2018	2019	2020	2021	Project Total
Roof Replacement		\$ 255,000	\$ 1,015,000	\$ 600,000	\$ 897,000		\$ 2,767,000
Interior Finish Replacement					\$ 140,000	\$ 7,000	\$ 147,000
Exterior Envelope		\$ 433,300	\$ 13,000			\$ 73,000	\$ 519,300
Parking Lot & Site Repair/Rplmt		\$ 19,200	\$ 124,000	\$ 601,000	\$ 16,300	\$ 7,000	\$ 767,500
Irrigation/Landscaping			\$ 25,000				\$ 25,000
Design/Engineering/Consulting							\$ -
Interior Remodel		\$ 29,700			\$ 50,000	\$ 80,000	\$ 159,700
Subtotal	\$ -	\$ 737,200	\$ 1,177,000	\$ 1,201,000	\$ 1,103,300	\$ 167,000	\$ 4,385,500

Equipment Expenditures	Prior Years Total	2017	2018	2019	2020	2021	Project Total
Vehicle Replacement		\$ 22,000	\$ 55,000		\$ 69,000		\$ 146,000
HVAC Equipment Replacement		\$ 226,050	\$ 105,850		\$ 69,000	\$ 736,500	\$ 1,137,400
Furniture/Furnishings Rplmt							\$ -
Subtotal	\$ -	\$ 248,050	\$ 160,850	\$ -	\$ 138,000	\$ 736,500	\$ 1,283,400

Start Up Expenditures	Prior Years Total	2017	2018	2019	2020	2021	Project Total
							\$ -
							\$ -
							\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

TOTAL	\$ -	\$ 985,250	\$ 1,337,850	\$ 1,201,000	\$ 1,241,300	\$ 903,500	\$ 5,668,900
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Capital Improvement Program
Capital Impact
Johnson County, Kansas

Department: Johnson County Library

Project Title: Central Department Innovation and Consolidation

Approved By: Sean Casserley

Directions: Please answer the following questions. **Type only in the gray boxes.** Attach supplemental information if applicable. Contact your budget analyst if you need assistance.

1. *Describe the project request.*

This project will consolidate operations and increase efficiency between Library departments: relocate the Communication department to a shared space with Web and IT functions at Central Resource Library; and to improve delivery/courier workflow, including Collections, Interlibrary Loan and Tech Services spaces.

2. *Explain the project need. How is this need currently being met?*

This need is currently being met by outdated and ill arranged staff areas.

3. *How does this project relate to the Board of County Commissioners' Strategic Priorities for Johnson County or departmental goals?*

4. *Summarize and attach any preliminary studies that have been conducted.*

5. *Provide a detailed project timeline beginning from project approval, through design, construction, fully occupied, and fully operational.*

This project will be started and completed in 2017.

6. *Describe in detail the nature of the services provided with this capital request. Check which of the following best describes this project (see instruction/guideline page for definitions):*

Replacement ☒ Enhancement/Upgrade ☒ Growth ☐ New Service Provision ☐

7. *What alternatives have been considered to this project, i.e. lease vs. purchasing, outsourcing, cooperative or shared purchasing? Please elaborate.*

The alternative would be to continue to use the space as is.

8. *If this is a building project provide detail on the square footage and life expectancy of the building.*

9. *Please outline what sustainability best practices were considered in the development of this project.*

Johnson County Capital Improvements Program 2017-2021

Project Request Capital Summary

Department: Johnson County Library						Date: March 2016	
Submittal Year: 2016			Project Title: Central Department Innovation and Consolidation				
Annual Debt Service:			# of Years: 20		Priority: 0		

Capital Expenditures	Prior Years Total	2017	2018	2019	2020	2021	Project Total
Preliminary Studies							\$ -
Land Acquisition							\$ -
Design/Consulting/Fees	\$ 150,000	\$ 50,000					\$ 200,000
Construction	\$ 300,000	\$ 1,000,000					\$ 1,300,000
Contingencies/Miscellaneous	\$ 50,000	\$ 150,000					\$ 200,000
							\$ -
							\$ -
Subtotal	\$ 500,000	\$ 1,200,000	\$ -	\$ -	\$ -	\$ -	\$ 1,700,000

Equipment Expenditures	Prior Years Total	2017	2018	2019	2020	2021	Project Total
							\$ -
							\$ -
							\$ -
Subtotal	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -

Start Up Expenditures	Prior Years Total	2017	2018	2019	2020	2021	Project Total
Collection							\$ -
							\$ -
							\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

TOTAL	\$ 500,000	\$ 1,200,000	\$ -	\$ -	\$ -	\$ -	\$ 1,700,000
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Capital Improvement Program
Capital Impact
Johnson County, Kansas

Department: Johnson County Library

Project Title: Monticello

Approved By: Sean Casserley

Directions: Please answer the following questions. **Type only in the gray boxes.** Attach supplemental information if applicable. Contact your budget analyst if you need assistance.

1. Describe the project request.

Both the 2009 JCL Facilities Master Plan and the subsequent JCL Comprehensive Library Master Plan (CLMP) approved in 2015 called for an approximate 30,000 sq. ft. facility to support JCL's strategic priorities and new service directions. The county had already acquired land for this project and it is ready to move into the next stages of project definition, design, construction and occupancy. In 2015, the BOCC approved an increase of .75 mills for the JCL mill levy and this provided the revenue necessary to fund this project as intended by the 2015 CLMP.

2. Explain the project need. How is this need currently being met?

Currently, patrons residing and working in the Monticello area use the Lackman, Shawnee and Desoto branches as well as other branches throughout Johnson County. Due to the demand in the area, story times were started at the Mill Creek Recreational Facility operated by Johnson County Park and Recreation. As a result of growth in residential and commercial structures in the Monticello area the recommendation was made for a facility to be constructed.

3. How does this project relate to the Board of County Commissioners' Strategic Priorities for Johnson County or departmental goals?

The JCL 2015 Comprehensive Facilities Master Plan recommends new construction of a JCL facility of 30,000 square feet on the already acquired Monticello site located near K-7 and Shawnee Mission Parkway.

4. Summarize and attach any preliminary studies that have been conducted.

JCL 2015 Comprehensive Library Master Plan

5. Provide a detailed project timeline beginning from project approval, through design, construction, fully occupied, and fully operational.

The following timeline is tentative and subject to change:

Architect Selection	Q1	2016
Construction Manager Selection	Q1	2016
Program Verification	Q1	2016
Design and Documentation	Q2-1	2016-17

Capital Improvement Program
Capital Impact
Johnson County, Kansas

Bidding/GMP	Q1	2017
Construction	Q2-2	2017-18
Furniture Installation/Collection/Move in	Q2	2018
Opening	Q2-3	2018

6. *Describe in detail the nature of the services provided with this capital request. Check which of the following best describes this project (see instruction/guideline page for definitions):*

Replacement ☐ Enhancement/Upgrade ☐ Growth ☒ New Service Provision ☐
Services provided will be similar in nature to services provided at current library locations.

7. *What alternatives have been considered to this project, i.e. lease vs. purchasing, outsourcing, cooperative or shared purchasing? Please elaborate.*

JCL staff and JCL Board members considered a smaller, temporary structure housing material lockers for holds and possibly a lending machine.

8. *If this is a building project provide detail on the square footage and life expectancy of the building.*

This building will total approximately 30,000 square feet and have a life expectancy of 75+ years.

9. *Please outline what sustainability best practices were considered in the development of this project.*

Sustainability practices will be integral in the constructing of this project.

Johnson County Capital Improvements Program 2017-2021

Project Request Capital Summary

Department: Johnson County Library					Date: March 2016		
Submittal Year: 2016		Project Title: Monticello Library					
Annual Debt Service: \$ 1,282,500		# of Years: 20		Priority: 1			
Capital Expenditures	Prior Years Total	2017	2018	2019	2020	2021	Project Total
Programming & Design	\$ 1,129,697						
Land Acquisition	\$ 772,694						
Design/Consulting		\$ 143,085					\$ 143,085
Construction		\$ 5,404,791	\$ 5,404,791				\$ 10,809,581
Specialized Equipment			\$ 240,649				\$ 240,649
Misc.			\$ 1,726,343				\$ 1,726,343
							\$ -
							\$ -
	\$ 1,902,391	\$ 5,547,876	\$ 7,371,782	\$ -	\$ -	\$ -	\$ 12,919,658
Equipment Expenditures	Prior Years Total	2017	2018	2019	2020	2021	Project Total
FF&E & AV			\$ 2,031,607				\$ 2,031,607
Art			\$ 168,558				\$ 168,558
							\$ -
Subtotal	\$ -	\$ -	\$ 2,200,165	\$ -	\$ -	\$ -	\$ 2,200,165
Start Up Expenditures	Prior Years Total	2017	2018	2019	2020	2021	Project Total
Collections/Materials Processing			\$ 1,942,794				\$ 1,942,794
							\$ -
							\$ -
Subtotal	\$ -	\$ -	\$ 1,942,794	\$ -	\$ -	\$ -	\$ 1,942,794
TOTAL	\$ 1,902,391	\$ 5,547,876	\$ 11,514,740	\$ -	\$ -	\$ -	\$ 17,062,616

Johnson County Capital Improvements Program 2017-2021

Project Request Department Operating Summary

Department: Johnson County Library					Date: March 2016			
Project Title: Monticello Library New Contrusction								
Submittal Year: Replace the existing text in cells H6, I6, and J6 with the corresponding years. Year 1 is the Submittal Year.					2016	2017	2018	
Yellow area to be completed by budget analyst								
Personnel Expenditures (Position Title)	Grade	FTE	Hourly Amount	Start Date (mo/da/yr)	2016	2017	2018	Annual Compensation (Full Year)
Branch Manager	16	1.00	\$42.44	1/1/18			\$ 88,275	\$ 88,275
Assistant Branch Manager	15	2.00	\$38.18	5/1/18			\$ 92,121	\$ 158,829
Youth Services Librarian	15	1.00	\$38.18	5/1/18			\$ 46,060	\$ 79,414
IS Librarian	15	1.00	\$38.18	5/1/18			\$ 46,060	\$ 79,414
Information Specialist	14	5.00	\$34.90	5/1/18			\$ 210,517	\$ 362,960
Youth Information Specialist	14	5.00	\$34.90	5/1/18			\$ 210,517	\$ 362,960
Courier	13	1.00	\$28.11	5/1/18			\$ 33,912	\$ 58,469
Security Guard	13.12	1.00	\$24.56	5/1/18			\$ 29,629	\$ 51,085
Clerk II	12	10.00	\$24.56	5/1/18			\$ 296,292	\$ 510,848
Clerk I	11	4.80	\$13.92	5/1/18			\$ 80,607	\$ 138,977
Custodian	12	1.00	\$24.56	5/1/18			\$ 29,629	\$ 51,085
Subtotal		32.80			\$ -	\$ -	\$ 1,163,619	\$ 1,942,316
Contractual Services (ongoing)	Account			Start Date (mo/da/yr)	2016	2017	2018	Annual Cost (Full Year)
Utilities							\$ 57,393	\$ 98,954
Maintenance agreements							\$ 15,890	\$ 27,396
Training							\$ 5,800	\$ 10,000
Contractuals (other)							\$ 6,264	\$ 10,800
Computer/Technology							\$ 3,480	\$ 6,000
Subtotal					\$ -	\$ -	\$ 88,827	\$ 153,150

Johnson County Capital Improvements Program 2017-2021

Project Request

Department Operating Summary

Commodities (ongoing)	Account	Start Date (mo/da/yr)	2016	2017	2018	Annual Cost (Full Year)
Commodities (ongoing)					\$ 8,990	15500
Subtotal						
Capital (ongoing)	Account	Start Date (mo/da/yr)	2016	2017	2018	Annual Cost (Full Year)
Vehicles						
Subtotal			\$ -	\$ -	\$ -	\$ -
TOTAL			\$ -	\$ -	\$ 1,252,446	\$ 2,095,466
Start-up Expenditures (one-time)	Account	Start Date (mo/da/yr)	2016	2017	2018	Total
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
TOTAL			\$ -	\$ -	\$ -	\$ -

Capital Improvement Program
Capital Impact
Johnson County, Kansas

Department: Johnson County Library

Project Title: New Lackman Library at Lenexa Civic Center

Approved By: Sean Casserley

Directions: Please answer the following questions. **Type only in the gray boxes.** Attach supplemental information if applicable. Contact your budget analyst if you need assistance.

1. Describe the project request.

Build a new approximate 40,000 SF library located in Lenexa City Center.

2. Explain the project need. How is this need currently being met?

Currently, there is a branch library location on 87th street at Allman. This branch location will be relocated to Lenexa City Center and the remaining building is owned by the JCL Board of Directors. The future of this building is undetermined at this time but could be listed for sale or used for storage or temporary occupancy purposes as the CLMP is being implemented.

3. How does this project relate to the Board of County Commissioners' Strategic Priorities for Johnson County or departmental goals?

This project is in line with the JCL strategic plan by providing convenience, education and community building for the patrons who use the Lenexa location.

4. Summarize and attach any preliminary studies that have been conducted.

JCL 2015 Comprehensive Library Master Plan

5. Provide a detailed project timeline beginning from project approval, through design, construction, fully occupied, and fully operational.

The following timeline is tentative and subject to change:

Architect Selection	Q3	2016
Construction Manager Selection	Q3	2016
Program Verification	Q3	2016
Design and Documentation	Q4-2	2016-17
Bidding/GMP	Q1-2	2017-18
Shell Construction	Q1-2	2017
Tenant Finish	Q1-2	2018
Furniture Installation/Collection/Move in	Q2	2018
Opening	Q3	2018

6. Describe in detail the nature of the services provided with this capital request. Check which of the following best describes this project (see instruction/guideline page for definitions):

Capital Improvement Program

Capital Impact

Johnson County, Kansas

Replacement ☒ Enhancement/Upgrade ☐ Growth ☐ New Service Provision ☐

The current Lackman Library site is too small to accommodate expansion of the library. JCL, in conjunction with the City of Lenexa, has identified and acquired a suitable site to accommodate a new 40,000 square foot facility to replace the current Lackman Library. JCL could investigate the potential for savings through shared facilities (e.g., parking, access to large event space) if the new library is co-located with complementary partner uses.

7. What alternatives have been considered to this project, i.e. lease vs. purchasing, outsourcing, cooperative or shared purchasing? Please elaborate.

8. If this is a building project provide detail on the square footage and life expectancy of the building.

40,000 square feet with a life to exceed 75 years.

9. Please outline what sustainability best practices were considered in the development of this project.

Sustainability practices will be integral in the constructing of this project.

Johnson County Capital Improvements Program 2017-2021

Project Request Capital Summary

Department: Johnson County Library					Date: March 2016		
Submittal Year: 2016		Project Title: New Lackman Library at Lenexa Civic Center					
Annual Debt Service: \$ 1,545,000		# of Years: 20		Priority: 2			
Capital Expenditures	Prior Years Total	2017	2018	2019	2020	2021	Project Total
Design/Consulting	\$ 626,557	\$ 1,253,114					\$ 1,879,671
Construction		\$ 6,948,159	\$ 6,948,159				\$ 13,896,317
Specialized Equipment			\$ 37,993				\$ 37,993
Misc.			\$ 1,891,698				\$ 1,891,698
							\$ -
							\$ -
							\$ -
Subtotal	\$ 626,557	\$ 8,201,273	\$ 8,877,850	\$ -	\$ -	\$ -	\$ 17,705,680
Equipment Expenditures	Prior Years Total	2017	2018	2019	2020	2021	Project Total
FF&E & AV			\$ 2,648,654				\$ 2,648,654
Art			\$ 189,627				\$ 189,627
							\$ -
Subtotal	\$ -	\$ -	\$ 2,838,282	\$ -	\$ -	\$ -	\$ 2,838,282
Start Up Expenditures	Prior Years Total	2017	2018	2019	2020	2021	Project Total
Collections Materials/Processing		\$ -					\$ -
							\$ -
							\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 626,557	\$ 8,201,273	\$ 11,716,132	\$ -	\$ -	\$ -	\$ 20,543,961

Johnson County Capital Improvements Program 2017-2021

Project Request

Department Operating Summary

Department: Johnson County Library					Date: March 2016			
Project Title: New Lackman Library at Lenexa Civic Center								
Submittal Year: Replace the existing text in cells H6, I6, and J6 with the corresponding years. Year 1 is the Submittal Year.					2016	2017	2018	
Yellow area to be completed by budget analyst								
Personnel Expenditures (Position Title)	Grade	FTE	Hourly Amount	Start Date (mo/da/yr)	2016	2017	2018	Annual Compensation (Full Year)
Branch Manager	16	0.00	\$42.44	1/1/18			\$ -	\$ -
Assistant Branch Manager	15	1.00	\$38.18	5/1/18			\$ 46,060	\$ 79,414
Youth Services Librarian	15	0.00	\$38.18	5/1/18			\$ -	\$ -
IS Librarian	15	1.00	\$38.18	5/1/18			\$ 46,060	\$ 79,414
Information Specialist	14	2.50	\$34.90	5/1/18			\$ 105,258	\$ 181,480
Youth Information Specialist	14	3.50	\$34.90	5/1/18			\$ 147,362	\$ 254,072
Courier	13	0.00	\$28.11	5/1/18			\$ -	\$ -
Security Guard	13.12	2.00	\$24.56	5/1/18			\$ 59,258	\$ 102,170
Clerk II	12	3.00	\$24.56	5/1/18			\$ 88,888	\$ 153,254
Clerk I	11	2.00	\$13.92	5/1/18			\$ 33,586	\$ 57,907
Custodian	12	0.50	\$24.56	5/1/18			\$ 14,815	\$ 25,542
Subtotal		15.50			\$ -	\$ -	\$ 541,288	\$ 933,254
Contractual Services (ongoing)	Account			Start Date (mo/da/yr)	2016	2017	2018	Annual Cost (Full Year)
Utilities					\$ 62,681	\$ 64,561.43	\$ 66,498	97155.55
Maintenance agreements							\$ 17,400	30000
Training							\$ 1,450	2500
Contractuals (other)							\$ 4,640	8000
Computers/Technology							\$ 3,190	5500
Subtotal					\$ 62,681	\$ 64,561	\$ 93,178	\$ 143,156

Johnson County Capital Improvements Program 2017-2021

Project Request

Department Operating Summary

Commodities (ongoing)	Account	Start Date (mo/da/yr)	2016	2017	2018	Annual Cost (Full Year)
Commodities (ongoing)				\$ -	\$ 8,990	\$ 15,500
Subtotal			\$ -	\$ -	\$ 8,990	\$ 15,500
Capital (ongoing)	Account	Start Date (mo/da/yr)	2016	2017	2018	Annual Cost (Full Year)
Vehicles						
Subtotal			\$ -	\$ -	\$ -	\$ -
TOTAL			\$ 62,681	\$ 64,561	\$ 643,456	\$ 1,091,910
Start-up Expenditures (one-time)	Account	Start Date (mo/da/yr)	2016	2017	2018	Total
Collection						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
TOTAL			\$ -	\$ -	\$ -	\$ -

Capital Improvement Program
Capital Impact
Johnson County, Kansas

Department: Johnson County Library

Project Title: Blue Valley Expansion and Renovation

Approved By: Sean Casserley

Directions: Please answer the following questions. **Type only in the gray boxes.** Attach supplemental information if applicable. Contact your budget analyst if you need assistance.

1. Describe the project request.

Renovate the existing approximate 24,000 square foot Blue Valley location and expand the current square footage by an additional approximate 40,000 square feet.

2. Explain the project need. How is this need currently being met?

Currently, the patrons of the Blue Valley area are being served by a 24,000 square foot facility. This facility has become inadequate due to demand.

How does this project relate to the Board of County Commissioners' Strategic Priorities for Johnson County or departmental goals?

This project is in line with the JCL strategic plan by providing convenience, education and community building for the patrons who use the Blue Valley location.

4. Summarize and attach any preliminary studies that have been conducted.

JCL 2015 Comprehensive Library Master Plan

5. Provide a detailed project timeline beginning from project approval, through design, construction, fully occupied, and fully operational.

The following timeline is tentative and subject to change:

Architect Selection	Q1	2017
Program Verification	Q2	2017
Design and Documentation	Q2-1	2017-18
Construction Manager Selection	Q1	2021
Bidding/GMP	Q2	2021
Construction	Q2-4	2021-22
Furniture Installation/Collection/Move in	Q1	2023
Opening	Q2	2023

6. Describe in detail the nature of the services provided with this capital request. Check which of the following best describes this project (see instruction/guideline page for definitions):

Capital Improvement Program

Capital Impact

Johnson County, Kansas

Replacement ☐ Enhancement/Upgrade ☒ Growth ☒ New Service Provision ☐

7. What alternatives have been considered to this project, i.e. lease vs. purchasing, outsourcing, cooperative or shared purchasing? Please elaborate.

Adding an additional location was considered. Within the current funding guidelines, it would be less costly to renovate the existing and expand the footprint to accommodate users in this area of the county. This is possible with a land acquisition from the City of Overland Park.

8. If this is a building project provide detail on the square footage and life expectancy of the building.

This building will total approximately 64,000 square feet with a life to exceed 75 years.

9. Please outline what sustainability best practices were considered in the development of this project.

Sustainability practices will be integral in the constructing of this project.

Johnson County Capital Improvements Program 2017-2021

Project Request Capital Summary

Department: Johnson County Library					Date: March 2016		
Submittal Year: 2016		Project Title: Blue Valley Addition & Renovation					
Annual Debt Service: \$ 2,227,500		# of Years: 20		3			
Capital Expenditures	Prior Years Total	2017	2018	2019	2020	2021	Project Total
Preliminary Studies							\$ -
Design/Consulting		\$ 1,750,000	\$ 250,000				\$ 2,466,318
Construction						\$ 6,000,000	\$ 24,343,229
Specialized Equipment							\$ 76,430
Misc.							\$ 2,938,837
							\$ -
							\$ -
							\$ -
Subtotal	\$ -	\$ 1,750,000	\$ 250,000	\$ -	\$ -	\$ 6,000,000	\$ 29,824,814
Equipment Expenditures	Prior Years Total	2017	2018	2019	2020	2021	Project Total
FF&E							\$ 5,019,854
							\$ -
							\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,019,854
Start Up Expenditures	Prior Years Total	2017	2018	2019	2020	2021	Project Total
Collections Materials/Processing							\$ 763,000
							\$ -
							\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 763,000
TOTAL	\$ -	\$ 1,750,000	\$ 250,000	\$ -	\$ -	\$ 6,000,000	\$ 35,607,668

Johnson County Capital Improvements Program 2017-2021

Project Request Capital Summary

Department: Johnson County Library					Date: March 2016		
Submittal Year: 2016		Project Title: Blue Valley Addition & Renovation					
Annual Debt Service: \$ 2,227,500		# of Years: 20		3			
Capital Expenditures	Prior Years Total	2017	2018	2019	2020	2021	Project Total
Preliminary Studies							\$ -
Design/Consulting		\$ 1,750,000	\$ 250,000				\$ 2,466,318
Construction						\$ 6,000,000	\$ 24,343,229
Specialized Equipment							\$ 76,430
Misc.							\$ 2,938,837
							\$ -
							\$ -
							\$ -
Subtotal	\$ -	\$ 1,750,000	\$ 250,000	\$ -	\$ -	\$ 6,000,000	\$ 29,824,814
Equipment Expenditures	Prior Years Total	2017	2018	2019	2020	2021	Project Total
FF&E							\$ 5,019,854
							\$ -
							\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,019,854
Start Up Expenditures	Prior Years Total	2017	2018	2019	2020	2021	Project Total
Collections Materials/Processing							\$ 763,000
							\$ -
							\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 763,000
TOTAL	\$ -	\$ 1,750,000	\$ 250,000	\$ -	\$ -	\$ 6,000,000	\$ 35,607,668

**Capital Improvement Program
Capital Impact
Johnson County, Kansas**

Department: Johnson County Library

Project Title: Corinth Library Replacement

Approved By: Sean Casserley

Directions: Please answer the following questions. **Type only in the gray boxes.** Attach supplemental information if applicable. Contact your budget analyst if you need assistance.

1. Describe the project request.

The approximate 20,000 square foot Corinth Library is reported to be in relatively poor condition. Demolish and replace the building on its current site in Prairie Village or construct a new facility at another site location which would serve the needs of the library patrons in this area

2. Explain the project need. How is this need currently being met?

This need is currently being met by providing maintenance repairs to the existing building that is in poor condition.

3. How does this project relate to the Board of County Commissioners' Strategic Priorities for Johnson County or departmental goals?

4. Summarize and attach any preliminary studies that have been conducted.

JCL 2015 Comprehensive Library Master Plan

5. Provide a detailed project timeline beginning from project approval, through design, construction, fully occupied, and fully operational.

The following timeline is tentative and subject to change:

Architect Selection	Q3	2021
Program Verification	Q4	2021
Design and Documentation	Q1-3	2022-23
Construction Manager Selection	Q1	2022
Bidding/GMP	Q4	2022
Construction	Q1-4	2023
Furniture Installation/Collection/Move in	Q1	2024
Opening	Q2	2024

6. Describe in detail the nature of the services provided with this capital request. Check which of the following best describes this project (see instruction/guideline page for definitions):

Replacement ☒ Enhancement/Upgrade ☐ Growth ☐ New Service Provision ☐

Capital Improvement Program
Capital Impact
Johnson County, Kansas

7. What alternatives have been considered to this project, i.e. lease vs. purchasing, outsourcing, cooperative or shared purchasing? Please elaborate.

The alternative would be to continue to do major repairs on this building as long as that is possible then closing the building when that is no longer possible.

8. If this is a building project provide detail on the square footage and life expectancy of the building.

20,000 square feet 75 year life

9. Please outline what sustainability best practices were considered in the development of this project.

Sustainability practices will be integral in the constructing of this project.

Johnson County Capital Improvements Program 2017-2021

Project Request Capital Summary

Department: Johnson County Library					Date: March 2016		
Submittal Year: 2016		Project Title: Corinth Library					
Annual Debt Service:		\$	1,612,500	# of Years:	20	Priority: 4	
Capital Expenditures	Prior Years Total	2017	2018	2019	2020	2021	Project Total
Design/Consulting						\$ 174,274	\$ 1,742,738
Construction							\$ 14,651,672
Specialized Equipment							\$ 30,329
Misc.							\$ 2,253,270
Art							\$ 187,403
							\$ -
							\$ -
							\$ -
Subtotal	\$ -	\$ -	\$ -		\$ -	\$ 174,274	\$ 18,865,412
Equipment Expenditures	Prior Years Total	2017	2018	2019	2020	2021	Project Total
FF&E							\$ 2,577,939
							\$ -
							\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,577,939
Start Up Expenditures	Prior Years Total	2017	2018	2019	2020	2021	Project Total
Collection							\$ -
							\$ -
							\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 174,274	\$ 21,443,351

JOHNSON COUNTY LIBRARY
Board of Directors
April 14, 2016

AGENDA ITEM VII. B.: Closing Central to the public on Saturday 10/15/16 to allow for setup of the Foundation Fundraising event slated to occur at Central on 10/15/16 at 6pm.

ISSUE FOR BOARD DETERMINATION: to approve closing of Central on Saturday 10/15/16 to the public – Communication will be provided to staff and patrons well ahead of this date to reroute patrons to branches in close proximity. A “non-second Saturday” date was selected to minimize impact.

BUDGET IMPACT: none

REVIEW BY BOARD COUNSEL:

RECOMMENDATION: That the Johnson Library Board of Directors approve the request of the Foundation to close the Central Resource Library on 10/15/16 for the set-up of the annual Pinnacle Awards.

PERSON(S) RESPONSIBLE: Susan Mong, Executive Director and Joseph Keehn, Event Producer