



**Board Report  
April 13, 2017**

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 13, 2017  
ANTIOCH BRANCH LIBRARY  
LARGE MEETING ROOM  
4:00 P.M.

- I. Call to Order
- II. Citizen Comments
- III. Remarks
  - A. Friends of the Library, Jim Minges
    - 1. Recognition of bookmark design winners
  - B. Members of the Johnson County Library Board of Directors
  - C. Pam Robinson, Board Chair
    - 1. Report of the nominating committee
  - D. Susan Mong, Executive Director, Johnson County Library Foundation
  - E. Commissioner Ashcraft, Liaison, Board of County Commissioners
- IV. Reports
  - A. Board Counsel – Fred Logan .....4
    - 1. Board action: Consideration of Approval of “Storm Drainage Easement” between the Library Board and the City of Shawnee
    - 2. Board action: Consideration of Approval of “Stormwater Management Easement” between the Library Board and the City of Shawnee
    - 3. Board action: Consideration of Approval of “Stormwater Treatment Facility Maintenance Agreement” between the Library Board and the City of Shawnee
    - 4. Board action: Consideration of Approval of “Declaration of Stormwater Treatment Facility Maintenance Restrictions and Covenants” between the Library Board and the City of Shawnee
    - 5. Board action: Consideration of Approval of “Grant of a Permanent Easement” to Water District No. 1 of Johnson County, Kansas by the Library Board
  - B. County Librarian Report .....32
    - 1. Finances and Statistics – Nicki Neufeld
      - a) Preliminary budget review .....43
    - 2. Strategic Plan
      - a) A framework for staffing – Jennifer Mahnken .....55
    - 3. Comprehensive Library Master Plan – Scott Sime
      - a) Monticello update .....62
        - i. Monticello public art presentations
      - b) Lenexa City Center update .....71
      - c) Blue Valley update .....74
      - d) Strategic Facilities Master Plan presentation – Sean Casserley .....77
- V. Consent Agenda
  - A. Action Items:
    - 1. Minutes of the February 28, 2017 Special Library Board meeting .....85

2. Minutes of the March 9, 2017 Library Board meeting .....	87
B. Information Items	
1. Summary of New and/or Renewed Contracts .....	98
2. Financial and Personnel	
a) The County Librarian and the Finance Director certify those payment vouchers and personnel authorizations for February 2017 were handled in accordance with library and County policy.	
b) The February 2017 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 .....	99
VI. New Business	
A. Board Action: Election of Library Board officers .....	100
VII. Adjournment	

**To:** Johnson County Library Board of Directors  
**From:** Sean Casserley, County Librarian  
**Date:** April 13, 2017

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**Issue:** Consider approving the following utility items on the Monticello site:

1. *Stormwater Drainage Easement* between the Library Board and the City of Shawnee
2. *Stormwater Management Easement* between the Library Board and the City of Shawnee
3. *Stormwater Treatment Facility Maintenance Agreement* between the Library Board and the City of Shawnee
4. *Declaration of Stormwater Treatment Facility Maintenance Restrictions and Covenants* between the Library Board and the City of Shawnee
5. *Grant of a Permanent Easement* to Water District No. 1 of Johnson County, KS by the Library Board

**Background:**

- Items 1-4: As part of the construction of the Monticello Library, a new easement must be created for a stormwater line on the northwest corner of the site, replacing an existing line that currently bisects the property and would run under the building if left alone. In creating this easement, the City also requires the Library to agree to maintenance and inspection terms.
- Item 5: Also as part of the construction of the Library, a new easement must be created for a water main on the north side of the property.

**Analysis:** These easement agreements (items 1-4), provide the necessary legal authority for construction, maintenance, and management of stormwater facilities on the Monticello property. These are form documents utilized by the city of Shawnee and are consistent with those routinely filed on construction projects in that city.

1. *Stormwater Drainage Easement between the Library Board and the City of Shawnee.* This easement deals with the construction of stormwater facilities, both above and below the ground. The Library grants the easement for “the purposes of construction, altering, extending, relocating, maintaining, and using public storm drainage facilities, including, but not limited to, storm sewers, drainage channels, tributary connections, and other appurtenances thereto.”
2. *Stormwater Management Easement between the Library Board and the City of Shawnee.* This easement agreement deals with the maintenance of stormwater facilities. The Library grants this easement to authorize the city to inspect and ensure the maintenance of stormwater facilities in accordance with the Shawnee Municipal Code. The Library has the right to repair or replace those facilities as it deems necessary. However, the Library is obligated to maintain the facilities in accordance with the Shawnee Municipal Code, the Shawnee Design and Construction Manual, and any approved construction plans.
3. *Stormwater Treatment Facility Maintenance Agreement between the Library Board and the City of Shawnee.* Shawnee Municipal Code, Title II, requires on-site stormwater treatment facilities to be maintained by the landowner. This agreement establishes binding covenants and conditions the Library must meet to satisfy that code’s requirements. The agreement obligates the Library to provide Shawnee with reports and to make other disclosures related to the stormwater facilities. The Library will also be responsible for any assessments levied against the property for maintenance or replacement of the stormwater facilities by the city in the event the Library fails to meet its obligations.

4. Declaration of Stormwater Treatment Facility Maintenance Restrictions and Covenants between the Library Board and the City of Shawnee. This declaration establishes other terms and conditions for maintenance of the stormwater facilities by the Library or any future landowner. Additionally, Shawnee has the right to perform any work to ensure that those facilities meet code and other requirements under the stormwater easements. All costs related to the stormwater facilities will be assessed against the Library.

In addition, a companion item to 1-4 will come to the Board to vacate the existing stormwater easement in the future.

The WaterOne easement (item 5) is a form document utilized by that utility. It will give WaterOne the right to construct and maintain water mains and equipment on the land.

5. *Grant of a Permanent Easement to Water District No. 1 of Johnson County, KS by the Library Board.* This easement gives WaterOne a right of access to the Library's property to survey and test, construct, and rebuild distribution or transmission water mains and equipment on the land. The easement authorizes WaterOne to construct and install a public water main. The Library maintains the right to enjoy the use of the land in the easement so long as the Library's use does not disturb any improvements by WaterOne.

**Alternatives:** 1) Approve the utility items as above. 2) Not approve the utility items as above with the understanding that this action will significantly affect the project's timeline.

**Legal Review:** Library Legal counsel has reviewed and approved these items.

**Funding Review:** There is no new funding required for these items. The costs are included in the Monticello project.

**Recommendation:** Approve the above easement agreements for the Monticello property.

**Suggested Motions:**

1. I move to approve the *Stormwater Drainage Easement* between the Library Board and the City of Shawnee.
2. I move to approve the *Stormwater Management Easement* between the Library Board and the City of Shawnee.
3. I move to approve the *Stormwater Treatment Facility Maintenance Agreement* between the Library Board and the City of Shawnee.
4. I move to approve the *Declaration of Stormwater Treatment Facility Maintenance Restrictions and Covenants* between the Library Board and the City of Shawnee.
5. I move to approve the *Grant of a Permanent Easement* to Water District No. 1 of Johnson County, KS by the Library Board.

# LOGAN LOGAN & WATSON, L.C.

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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 and Andrew Logan

RE: Explanation of documents for approval relating to the Monticello site:

“Storm Drainage Easement” between the Library Board and the City of Shawnee

“Stormwater Management Easement” between the Library Board and the City of Shawnee

“Stormwater Treatment Facility Maintenance Agreement” between the Library Board and the City of Shawnee

“Declaration of Stormwater Treatment Facility Maintenance Restrictions and Covenants” between the Library Board and the City of Shawnee

“Grant of a Permanent Easement” to Water District No. 1 of Johnson County, Kansas by the Library Board

DATE: April 7, 2017

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At its April 13 meeting, the Library Board will consider for approval storm water treatment and easement agreements with the city of Shawnee and a permanent easement for Water District No. 1 of Johnson County (“WaterOne”) on the site of the Monticello branch facility.

The easement agreements with Shawnee provide the necessary legal authority for construction, maintenance, and management of storm water facilities on the Monticello property. These are form documents utilized by the city of Shawnee and are consistent with those routinely filed on construction projects in that city. The WaterOne easement is a form document utilized by that utility. It will give WaterOne the right to construct and maintain water mains and

equipment on the land.

The Board will take up these documents in the order set out below. We will explain each document in turn.

1) “Storm Drainage Easement” between the Library Board and the City of Shawnee

This easement deals with the construction of storm water facilities, both above and below the ground. The Library grants the easement for “the purposes of constructing, altering, extending, relocating, maintaining, and using public storm drainage facilities, including, but not limited to, storm sewers, drainage channels, tributary connections, and other appurtenances thereto.”

2) “Stormwater Management Easement” between the Library Board and the City of Shawnee

This easement agreement deals with the maintenance of storm water facilities. The Library grants this easement to authorize the city to inspect and ensure the maintenance of storm water facilities in accordance with the Shawnee Municipal Code. The Library has the right to repair or replace those facilities as it deems necessary. However, the Library is obligated to maintain the facilities in accordance with the Shawnee Municipal Code, the Shawnee Design and Construction Manual, and any approved construction plans.

3) “Stormwater Treatment Facility Maintenance Agreement” between the Library Board and the City of Shawnee

Shawnee Municipal Code, Title II, requires on-site storm water treatment facilities to be maintained by the landowner. This agreement establishes binding covenants and conditions the Library must meet to satisfy that code’s requirements. The agreement obligates the Library to provide Shawnee with reports and to make other disclosures related to the storm water facilities. The Library will also be responsible for any assessments levied against the property for maintenance or replacement of the storm water facilities by the city in the event the Library fails to meet its obligations.

4) “Declaration of Stormwater Treatment Facility Maintenance Restrictions and Covenants” between the Library Board and the City of Shawnee

This declaration establishes other terms and conditions for maintenance of the storm water facilities by the Library or any future landowner. Additionally, Shawnee has the right to perform any work to ensure that those facilities meet code and other requirements under the storm water easements. All costs related to the storm water facilities will be assessed against the Library.

5) “Grant of a Permanent Easement” to Water District No. 1 of Johnson County, Kansas by the Library Board

This easement gives WaterOne a right of access to the Library's property to survey and test, construct, and rebuild distribution or transmission water mains and equipment on the land. The easement authorizes WaterOne to construct and install a public water main. The Library maintains the right to enjoy the use of the land in the easement so long as the Library's use does not disturb any improvements by WaterOne.



### STORM DRAINAGE EASEMENT

**THIS CONVEYANCE** is made on this \_\_\_\_\_ day of \_\_\_\_\_ 2017, by and between **Board of Directors of the Johnson County Library**, a Quasi-Municipal Corporation of the State of Kansas, its successors, administrators, and assigns, all of which are hereinafter collectively referred to as Grantor, and **CITY OF SHAWNEE, KANSAS**, a Municipal Corporation of the State of Kansas, its successors, administrators, and assigns, all of which are hereinafter collectively referred to as Grantee.

**IN CONSIDERATION** of the sum of One Dollar and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants and conveys unto Grantee a perpetual easement for the purposes of constructing, altering, extending, relocating, maintaining, and using public storm drainage facilities, including, but not limited to, storm sewers, drainage channels, tributary connections, and other appurtenances thereto in any part of said Storm Drainage Easement, over, under and through the following described real estate lying and situated in the County of Johnson, State of Kansas, to-wit:

PARCEL NUMBER(S): QP45630000 0023B, QP45630000 0027

SITUS ADDRESS: 22435 West 66<sup>th</sup> Street

LEGAL DESCRIPTION:

SEE EXHIBIT "A" (PAGES 1 & 2) ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE

**THIS STORM DRAINAGE EASEMENT** is executed, delivered, and granted upon the following conditions and considerations:

1. Grantor understands and agrees the storm drainage facilities authorized hereunder shall be, in every respect, managed by Grantee as a public improvement as if laid in one of the dedicated streets of the City of Shawnee, Kansas. Grantor and Grantee further agree this Easement shall be subject to regulation and management by the City of Shawnee, Kansas, and the right of the City, in its sole discretion, to demand the future relocation of any utility to be constructed and maintained in the future within this Easement, with the cost of such relocation to be paid by the utility.

2. The rights granted herein shall not be construed to interfere with or restrict Grantor from the use of the described real estate with respect to the construction and maintenance of property improvements within this Easement so long as the same are so constructed as not to impair the strength or interfere with the use and maintenance of said storm drainage facilities.

3. Grantee, its employees and agents, shall have the right of ingress and egress at all times to enter upon the described real estate for the purposes herein described, using such reasonable route across Grantor's remaining real estate as Grantor may designate.

4. Grantor hereby waives and releases Grantee, its employees and agents, from any and all claims for damage, known and unknown, foreseen and unforeseen, arising by reason of the use of the described real estate for the purposes herein described; provided, Grantee shall restore any disturbed property to Grantor to a neat and presentable condition. All such restoration shall be completed as soon as reasonably practicable.

5. This Easement is not a waiver of a claim for damage to or use of any property not restored promptly to Grantor, nor a waiver of any claim for personal injury made in accordance with the Kansas Tort Claims Act.

6. This Easement shall apply to all interests in the described real estate, now owned or hereafter acquired or assigned by Grantor or Grantee; this covenant to run with the land.

**IN WITNESS WHEREOF**, Grantor has authorized and caused this conveyance to be signed on its behalf by its Chair on the day and year first above written.

**Board of Directors of the Johnson County Library**

\_\_\_\_\_  
Pam Robinson, Chair

**ACKNOWLEDGMENT**

STATE OF KANSAS     )  
                                  )ss.  
COUNTY OF JOHNSON )

**THIS INSTRUMENT** was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_ 2017, by Pam Robinson as Chair of Board of Directors of the Johnson County Library, a Quasi-Municipal Corporation of the State of Kansas.

\_\_\_\_\_  
Notary Public

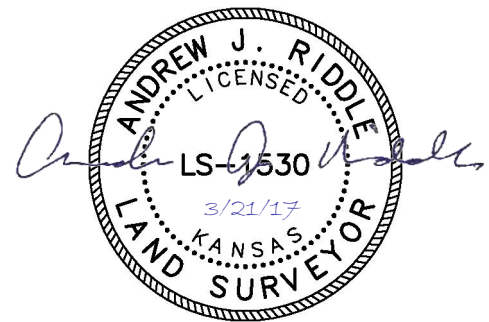
\_\_\_\_\_  
My Appointment Expires

## EXHIBIT A

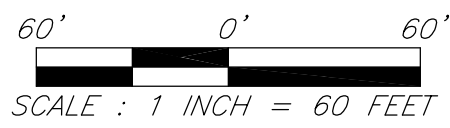
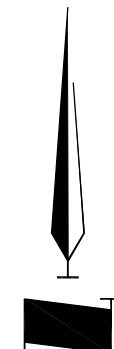
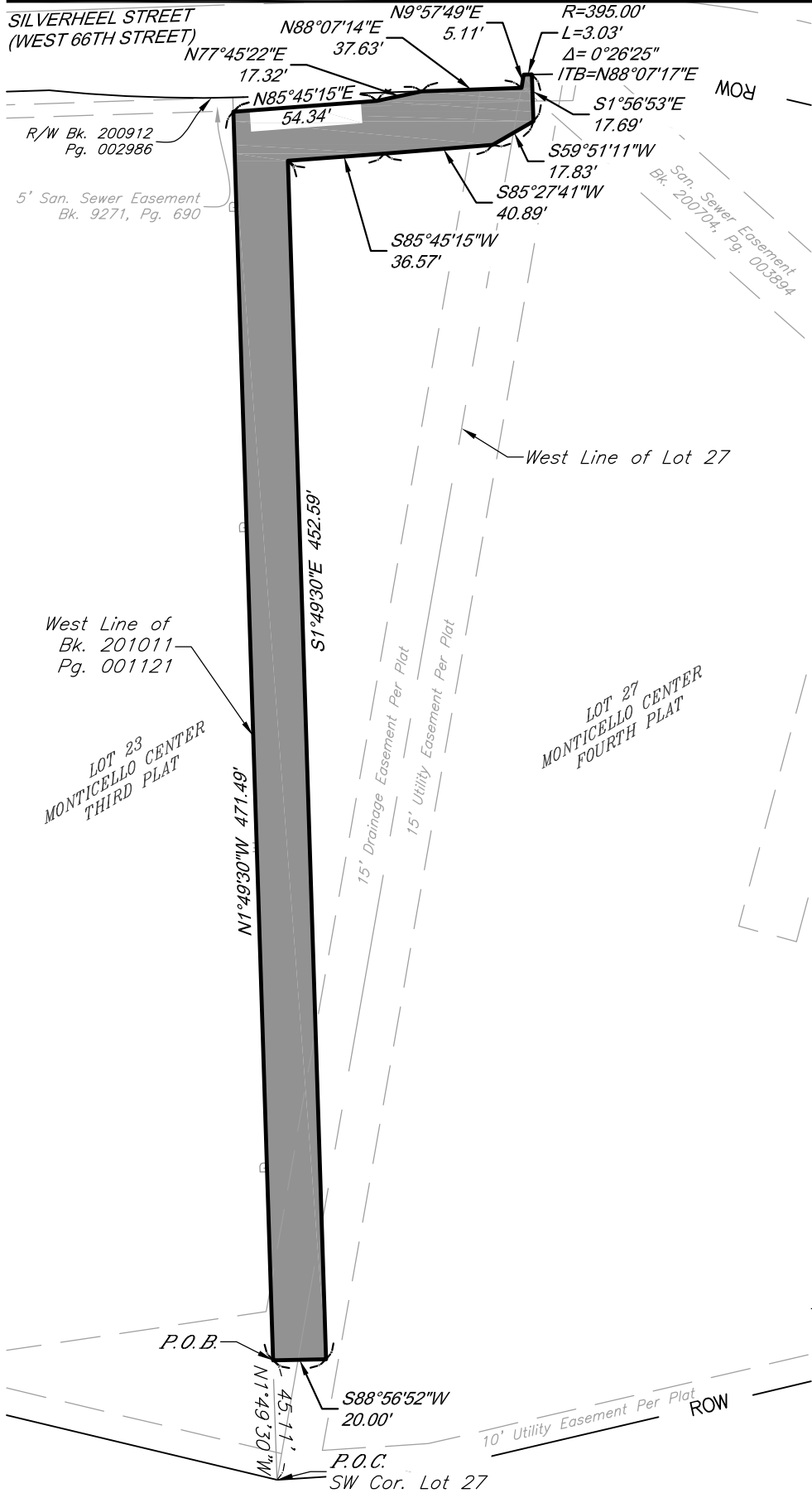
### Storm Sewer Easement

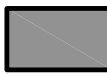
A Storm Sewer Easement being a part of Lot 23, MONTICELLO CENTER THIRD PLAT, and part of Lot 27, MONTICELLO CENTER FOURTH PLAT, both being subdivisions in the City of Shawnee, Johnson County, Kansas, being more particularly described as follows:

**COMMENCING** at the Southwest corner of said Lot 27; thence North 01°49'30" West, along the West property line of a tract of land recorded in a deed in Book 201011 at Page 001121, a distance of 45.11 feet, to the **POINT OF BEGINNING**; thence North 01°49'30" West, continuing along said West property line, a distance of 471.49 feet; thence North 85°45'15" East, departing said West property line, a distance of 54.34 feet; thence North 77°45'22" East, a distance of 17.32 feet, to a point on the Southerly Right-of-Way line of Silverheel Street (West 66<sup>th</sup> Street), as now established per Book 200912 at Page 002986; thence North 88°07'14" East, along said Southerly Right-of-Way line, a distance of 37.63 feet; thence North 09°57'49" East, continuing along said Southerly Right-of-Way line, a distance of 5.11 feet, to a point on a non-tangent curve; thence Easterly, continuing along said Southerly Right-of-Way line, along a curve to the right, having a radius of 395.00 feet, a central angle of 00°26'25", and whose initial tangent bearing is North 88°07'17" East, a distance of 3.03 feet; thence South 01°56'53" East, departing said Southerly Right-of-Way line, a distance of 17.69 feet; thence South 59°51'11" West, a distance of 17.83 feet; thence South 85°27'41" West, a distance of 40.89 feet; thence South 85°45'15" West, a distance of 36.57 feet; thence South 01°49'30" East, a distance of 452.59 feet; thence South 88°56'52" West, a distance of 20.00 feet, to the **POINT OF BEGINNING**, containing 11,333.93 square feet or 0.26 acres, more or less.



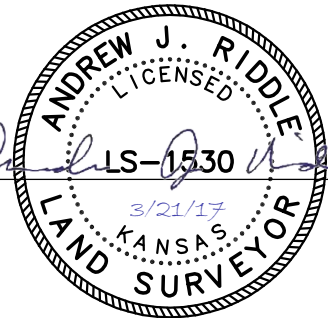
Andrew J. Riddle  
Kansas Land Surveyor No. 1530



 Storm Sewer Easement  
11,333.93 sqft  
0.26 acres

## EXHIBIT A

This is to certify that this Exhibit was created by me or under my direct supervision.



Andrew J. Riddle  
Kansas Land Surveyor No. 1530

<b>GBA</b> architects engineers 8901 Renner Boulevard Lenexa, Kansas 66219 913.492.0400 www.gbateam.com ariddle@gbateam.com © George Butler Associates, Inc. 2017	PROJECT NUMBER 13464.01  DATE 03/20/2017	TITLE Storm Sewer Easement Lot 23 MONTICELLO CENTER THIRD PLAT Lot 27 MONTICELLO CENTER FOURTH PLAT	SHEET NUMBER  <b>2 of 2</b>
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### STORMWATER MANAGEMENT EASEMENT

**THIS CONVEYANCE** is made on this \_\_\_\_\_ day of \_\_\_\_\_ 2017, by and between **Board of Directors of the Johnson County Library**, a Quasi-Municipal Corporation of the State of Kansas, its successors, administrators, and assigns, all of which are hereinafter collectively referred to as Grantor, and **CITY OF SHAWNEE, KANSAS**, a Municipal Corporation of the State of Kansas, its successors, administrators, and assigns, all of which are hereinafter collectively referred to as Grantee.

**IN CONSIDERATION** of the sum of One Dollar and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants and conveys unto Grantee a perpetual easement for the purposes of inspecting and enforcing maintenance of one or more private stormwater detention facilities and/or stormwater treatment facilities in accordance with the *Shawnee Municipal Code*, and in the event such facilities are not maintained in compliance with the *Shawnee Municipal Code* or it is necessary to abate a nuisance or violation, Grantee is hereby authorized to construct, alter, extend, relocate, maintain, and operate such facilities, including, but not limited to, vaults, basins, outlet control structures, storm sewers, bio-swales, rain gardens, wetlands, bio-retention basins, infiltration basins, tributary connections, and other appurtenances thereto in any part of said Stormwater Management Easement, over, under and through the following described real estate lying and situated in the County of Johnson, State of Kansas, to-wit:

PARCEL NUMBER(S): IQP45630000 0023B, QP45630000 0027

SITUS ADDRESS: 22435 West 66th Street

**LEGAL DESCRIPTION:**

A tract of land located in the Southeast Quarter (SE¼) of the Northwest Quarter (NW¼) of Section 15, Township 12 South, Range 23 East of the Sixth Principal Meridian, being part of Lot 23, Monticello Center Third Plat a subdivision in the City of Shawnee, Johnson County, Kansas described as:

Commencing at the Northeast corner of said Lot 23; thence along the Northerly line of said Lot 23, South 88° 07' 17" West (Plat Bearing - North 89° 44' 36" West), a distance of 43.29 feet; thence South 01° 52' 43" East, a distance of 35.34 feet to the Point of Beginning; thence South 14° 01' 28" East, a distance of 8.00 feet; thence South 75° 58' 32" West, a distance of 8.00 feet; thence North 14° 04' 28" West, a distance of 8.00 feet; thence North 75° 58' 32" East, a distance of 8.00 feet to the Point of Beginning, containing 64 square feet of land, more or less.

AND

A tract of land located in the Southeast Quarter (SE¼) of the Northwest Quarter (NW¼) of Section 15, Township 12 South, Range 23 East of the Sixth Principal Meridian, being part of Lot 27, Monticello Center Fourth Plat a subdivision of land in the city of Shawnee, Johnson County, Kansas, described as:

Commencing at the Southeast corner of said Lot 27; thence along the Southerly line of said Lot 27, South 76° 50' 31" West (Plat Bearing - South 78° 58' 38" West), a distance of 11.57 feet; thence North 13° 09' 29" West, a distance of 216.30 feet to the Point of Beginning; thence North 13° 09' 29" West, a distance of 8.00 feet; thence North 76° 50' 31" East, a distance of 8.00 feet; thence South 13° 09' 29" East, a distance of 8.00 feet; thence South 76° 50' 31" West, a distance of 8.00 feet to the Point of Beginning, containing 64 square feet of land, more or less.

AND

A tract of land located in the Southeast Quarter (SE¼) of the Northwest Quarter (NW¼) of Section 15, Township 12 South, Range 23 East of the Sixth Principal Meridian, being part of Lots 23 and 27, Monticello Center Third Plat a subdivision in the City of Shawnee, Johnson County, Kansas described as:

Commencing at the Point of Beginning at the Southwest corner of said Lot 27, thence North 86° 20' 53" East, a distance of 58.74 feet; thence North 76° 50' 31" East, a distance of 180.48 Feet; thence North 13° 09' 29" West, a distance of 17.50 Feet; thence South 76° 50' 31" West, a distance of 126.62 Feet; thence South 82° 57' 03" West, a distance of 53.31 Feet; thence North 07° 02' 57" West, a distance of 198.36 Feet; thence South 75° 58' 32" West, a distance of 18.70 Feet; thence North 14° 01' 28" West, a distance of 17.06 Feet; thence North 05° 58' 32" East, a distance of 219.05 Feet; thence North 14° 01' 28" West, a distance of 39.15 Feet; thence South 88° 10' 30" West, a distance of 36.52 Feet; thence South 01° 49' 30" East, a distance of 490.31 Feet to the Point Of Beginning, containing 21,962 square feet of land, more or less.

ALSO SEE EXHIBITS "A1," "A2," AND "A3" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE

**THIS STORMWATER MANAGEMENT EASEMENT** is executed, delivered, and granted upon the following conditions and considerations:

1. Grantor understands and agrees the rights granted herein shall not be construed to interfere with, limit, or restrict Grantor's obligation and responsible to construct and make any necessary repairs to, or renewals or replacements of said stormwater detention facilities and/or stormwater treatment facilities within the described real estate. Grantor shall at all times continue to remain obligated to maintain said facilities within the described real estate in a neat, safe, functional, and operational condition in accordance with the current *Shawnee Municipal Code*, *Shawnee Design and Construction Manual*, and the approved construction plans and specifications, including the Stormwater Treatment Facility Maintenance Agreement, without defect or need of repair. Grantor further understands and agrees that Grantee may levy assessments against the described real estate and all remaining property of Grantor served by said stormwater detention facilities and/or stormwater treatment facilities for all costs incurred by Grantee to construct and make any necessary repairs to, or renewals or replacements of said facilities within the described real estate, including the necessary abatement of all nuisances or violations.

2. This Easement shall be exclusive and shall be subject to regulation and management by the City of Shawnee, Kansas, and the right of the City, in its sole discretion. No utility, structure, or other use shall be permitted within this Easement that impairs, interferes with, or is otherwise inconsistent with the maintenance and operation of said stormwater detention facilities and/or stormwater treatment facilities.

3. Grantee, its employees and agents, shall have the right of ingress and egress at all times to enter upon the described real estate for the purposes herein described, using such reasonable route across all remaining property of Grantor.

4. Grantor hereby waives and releases Grantee, its employees and agents, from any and all claims for damage, known and unknown, foreseen and unforeseen, arising by reason of the use of the described real estate by Grantee for the purposes herein described; provided, Grantee shall restore any property disturbed by Grantee to Grantor to a neat and presentable condition and replacement of landscaping approved by Grantee as a part of the approved construction plans and specifications. All such restoration shall be completed as soon as reasonably practicable.

5. This Easement is not a waiver of a claim for damage to or use of any property not restored promptly to Grantor, nor a waiver of any claim for personal injury made in accordance with the Kansas Tort Claims Act.

6. This Easement shall apply to all interests in the described real estate, now owned or hereafter acquired or assigned by Grantor or Grantee; this covenant to run with the land.

*[Remainder of Page Intentionally Left Blank]*

**IN WITNESS WHEREOF**, Grantor has authorized and caused this conveyance to be signed on its behalf by its **Error! Reference source not found.**Chair on the day and year first above written.

**Board of Directors of the Johnson County Library**

\_\_\_\_\_  
Pam Robinson, Chair

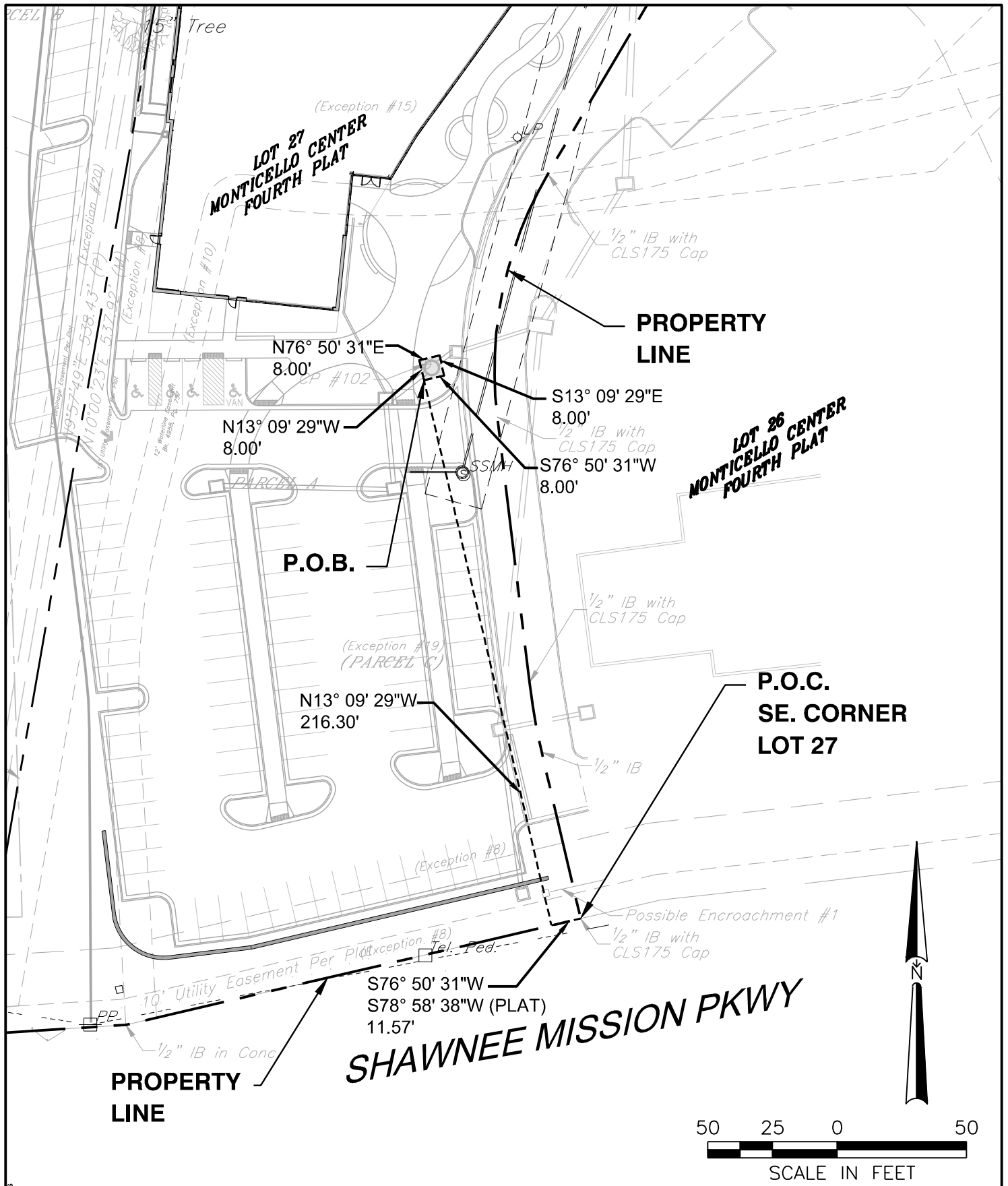
**ACKNOWLEDGMENT**

STATE OF KANSAS     )  
                                  )ss.  
COUNTY OF JOHNSON )

**THIS INSTRUMENT** was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_ 2017, by Pam Robinson as Chair of Board of Directors of the Johnson County Library, a Quasi-Municipal Corporation of the State of Kansas.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Appointment Expires



4600 College Boulevard,  
Suite 100  
Overland Park, Kansas 66211  
Tel: 913-451-1818  
Fax: 913-451-7599

**BMP EASEMENT - A1**

**Monticello Branch Library**

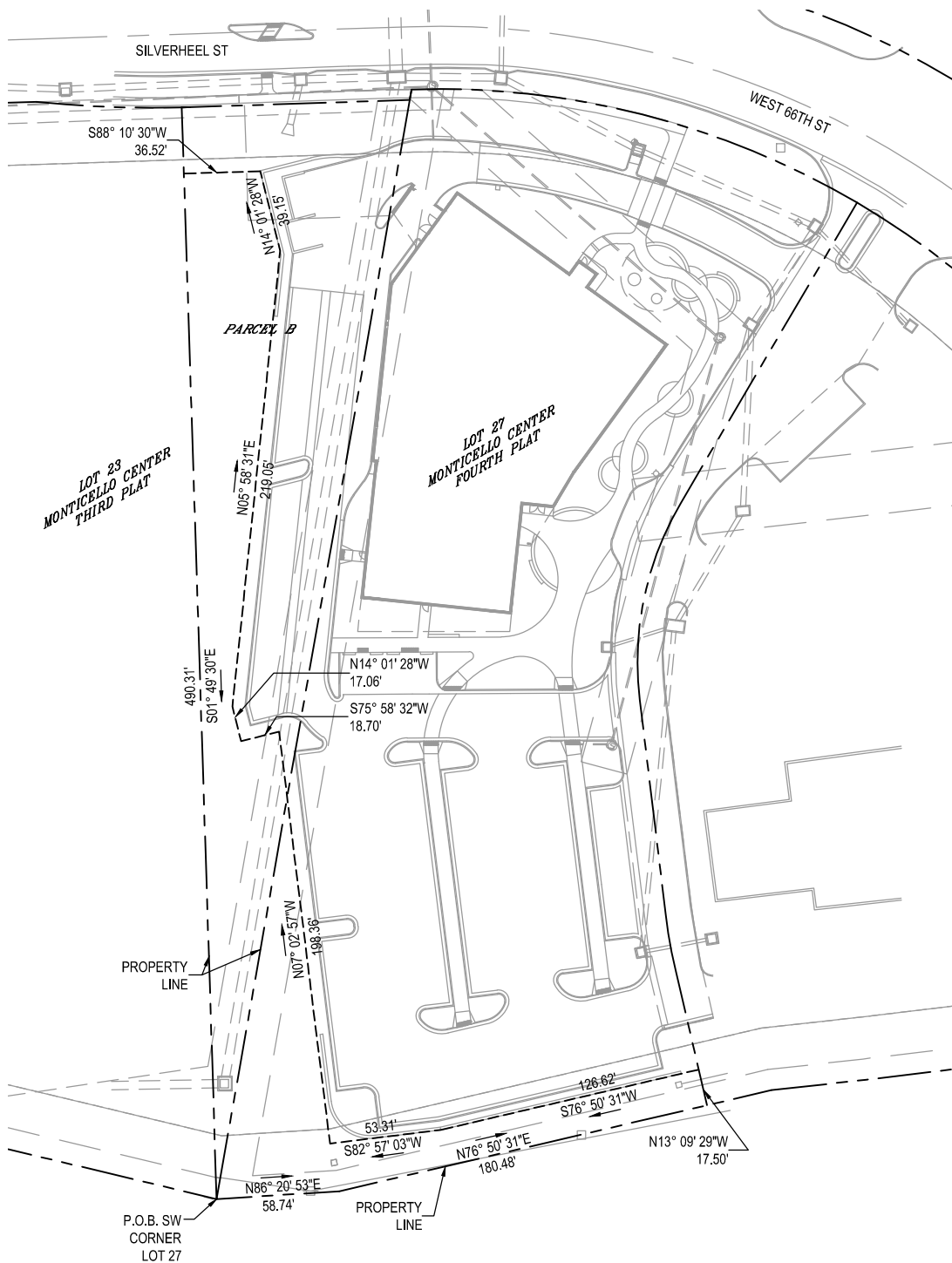
22435 W. 66th St., Shawnee, Kansas 66226

**EXHIBIT  
A1**

February, 2017

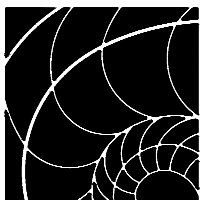






## BMP EASEMENT - A3

SCALE: 1"=80'-0"



**The  
Clark  
Enersen  
Partners**

Architecture + Landscape Architecture + Engineering + Interiors  
2812 W. 53rd Street Fairway, KS 66205-1706  
913 433.2110  
Lincoln, NE Kansas City, MO [www.clarkensen.com](http://www.clarkensen.com)

Monticello Branch Library  
Shawnee, Kansas  
TCEP Project No.: 671-058-16

BMP Easement A3  
February 2017

## STORMWATER TREATMENT FACILITY MAINTENANCE AGREEMENT

**THIS AGREEMENT** made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 2017, by and between **Board of Directors of the Johnson County Library**, a Quasi-Municipal Corporation of the State of Kansas, its successors, administrators, and assigns, all of which are hereinafter collectively referred to as Landowner, and **CITY OF SHAWNEE, KANSAS**, a Municipal Corporation of the State of Kansas, its successors, administrators, and assigns, all of which are hereinafter collectively referred to as City.

### RECITALS:

**WHEREAS**, Landowner is the owner of the following described real property (hereinafter, "Property") located in the City of Shawnee, Johnson County, Kansas, to wit:

SEE **EXHIBIT "A"** ATTACHED HERETO  
AND INCORPORATED HEREIN BY  
THIS REFERENCE

**WHEREAS**, the term "Landowner" as used in this Agreement shall refer to the current owner of the Property described above, as well as all subsequent owners of any portion of the Property. This shall include, without being limited to, subsequent owners of individual lots developed for single-family ownership, a Homeowners or Business Association that may own any property held in common, or any other owners of land within the Property; and,

**WHEREAS**, Shawnee Municipal Code, Title 11, (hereinafter, "SMC Provisions") requires that on-site stormwater treatment facilities be constructed and adequately maintained by Landowner; and,

**WHEREAS**, SMC Provisions require that a "Final Stormwater Treatment Report" be prepared and which for purposes of this Agreement includes but is not limited to site maps, design plans, specifications, engineering certifications, location maps, maintenance requirements, repair plans, landscaping plans, copies of dedicated tracts and easements, maintenance responsibilities, maintenance schedules and projected cost, signage requirements, inspection, and certification requirements; and,

**WHEREAS**, SMC Provisions require Landowner to place certain restrictions and responsibilities on the use and maintenance of stormwater treatment facilities; and,

**WHEREAS**, in order to insure the proper and adequate maintenance of the stormwater treatment facilities in compliance with legal requirements, it is necessary to establish binding covenants, conditions, and restrictions applicable to the Property; and,

**THEREFORE, LANDOWNER AND CITY AGREE THAT** Landowner does hereby establish the following regulations, stipulations, easements, covenants, conditions and restrictions pursuant to SMC Provisions on the Property:

**1.0 Maintenance Requirements:** Property governed by a Homeowners or Business Association (hereinafter, "Association") shall fulfill the conditions of Section 1.1 below. Property not governed by an Association shall fulfill the conditions of Section 1.2 below.

**1.1 Homeowners or Business Association Requirements:** Landowner hereby states that Landowner will fulfill the following conditions related to formation of an Association:

- A. Prior to the sale of any lot in the subdivision, Landowner shall cause the subdivision's Association to be duly formed.
- B. Prior to the sale of any lot in the subdivisions, Landowner shall cause to be recorded with the Register of Deeds of Johnson County, Kansas, an Association declaration covering all of the platted lots within the subdivision that includes this Agreement by reference.

- C. Prior to the sale of any lots within any future phases of the subdivision, Landowner will cause to be recorded with the Register of Deeds of Johnson County, Kansas, an Association declaration covering all of the platted lots within such phase of the subdivision and containing the provisions regarding the stormwater treatment facilities set forth herein.
- D. The Association declaration shall require that the Association levy assessments against the lots within the subdivision sufficient to pay for maintenance and future replacement of the stormwater treatment facilities and for any costs incurred by reason of this Agreement. The Association will have an enforceable lien on any lot in the subdivision in the event that any individual Landowner fails to pay an assessment. All purchasers of lots will be given an outline summary of the maintenance obligations of the Association as per this Agreement.
- E. The Association declaration shall contain a provision requiring the written consent of City to the termination of the Association declaration in its entirety or to any amendment, modification or termination of any provision thereto regarding the stormwater treatment facilities.
- F. The Association declaration shall name City as a third-party beneficiary of all provisions therein relating to the stormwater treatment facilities and will give City the right to enforce all restrictions, obligations and other provisions regarding the stormwater treatment facilities.

1.2 Site Plan / Single Lot requirements:

- A. When applicable, Landowner shall be responsible for any and all assessments against the Property sufficient to pay for maintenance and future replacement of the stormwater treatment facilities and for any costs incurred by reason of this Agreement.
- B. Landowner shall assign this Agreement to any subsequent owner of the Property.

**2.0 Disclosure of Maintenance Requirements:**

- 2.1 Maintenance Activities: The maintenance, inspection, and certification of all stormwater treatment facilities shall be completed in accordance with the minimum maintenance frequency and maintenance measures prescribed in the Final Stormwater Treatment Report and any amendments thereto.
- 2.2 Maintenance and Replacement Costs: It is understood and agreed by Landowner and City that actual maintenance costs and future replacement costs are variable; however, for budgetary purposes, the project designer is required to estimate future maintenance and replacement costs so that Landowner may better plan future required expenditures. Based on the project designer's estimates, the anticipated maintenance, replacement costs and expected lifespan of the facility are shown in the Final Stormwater Treatment Report and any amendments thereto.

**3.0 Maintenance Enforcement by City:** If the required stormwater treatment facility certifications, inspections, maintenance, and repairs are not completed in accordance with the SMC Provisions, Final Stormwater Treatment Report and as required by the written notice issued by City, City may perform all necessary work to place the facility in proper working condition. Landowner(s) of the lands served by such facility, excluding public right-of-way, shall be assessed the cost of the work, including administrative costs, materials, personnel, and any penalties. Costs shall be proportioned to each Landowner based on a ratio of the area of land owned to the total area of land assessed. This assessment may be accomplished by placing a special assessment on the property(ies), which may be placed on the tax bill and collected in the same manner as ordinary taxes.

**4.0 Hold Harmless:** Landowner shall defend and hold City harmless from any and all damage, loss, claims or liability of any kind whatsoever arising from the installation, maintenance, repair, operation or use of the stormwater treatment facility including, but not limited to, any loss occasioned by reason of damage or injury

to persons or property which may occur, except such damage, loss, claims or liability arising due to the negligence or wilfull misconduct of City, and its employees or agents. In addition, the Landowner shall pay all costs and expenses involved in defending all actions arising there from.

**THIS AGREEMENT** may not be amended or modified in any way without the prior written approval of the City and that approval must be indicated on the face of any subsequently recorded document amending or modifying this Agreement.

**IN WITNESS WHEREOF**, the undersigned Landowner and City have caused this Agreement to be duly executed on the day and year first above written.

**Board of Directors of the Johnson County Library**

**City of Shawnee, Kansas**

\_\_\_\_\_  
Pam Robinson, Chair

\_\_\_\_\_  
Doug Wesselschmidt, PE,  
Director of Development Services / City Engineer

**LANDOWNER ACKNOWLEDGMENT**

STATE OF KANSAS     )  
                                  )ss.  
COUNTY OF JOHNSON )

**THIS INSTRUMENT** was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_ 2017, by Pam Robinson as Chair of Board of Directors of the Johnson County Library, a Quasi-Municipal Corporation of the State of Kansas.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Appointment Expires

**CITY ACKNOWLEDGMENT**

STATE OF KANSAS     )  
                                  )ss.  
COUNTY OF JOHNSON )

**THIS INSTRUMENT** was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_ 2017, by Doug Wesselschmidt, PE as Director of Development Services / City Engineer for City of Shawnee, Kansas, a Municipal Corporation of the State of Kansas.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Appointment Expires

**Exhibit A**  
**Legal Description**

Description (Commitment Number NCS-787636-OPK5):

TRACT 1:

PARCEL A:

LOT 27 MONTICELLO CENTER FOURTH PLAT, A SUBDIVISION IN THE CITY OF SHAWNEE, JOHNSON COUNTY,

PARCEL B:

A TRACT OF LAND IN LOT 23, MONTICELLO CENTER THIRD PLAT, A SUBDIVISION IN THE CITY OF SHAWNEE, JOHNSON COUNTY, KANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NOTE: FOR COURSE ORIENTATION, THE BEARINGS IN THIS DESCRIPTION ARE BASED ON GRID NORTH, KANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE BY GPS OBSERVATIONS. FOR COMPARISON THE EAST LINE OF SAID LOT 23 IS PLATTED AS SOUTH 12°05' 56" WEST AND MEASURED AS SOUTH 10° 00' 15" WEST.

COMMENCING AT THE NORTHEAST CORNER OF LOT 23 OF SAID SUBDIVISION, SAID CORNER BEING MONUMENTED BY A FOUND ONE-HALF INCH REINFORCING BAR WITH MOLC 366 KSL 1374 CAP; THENCE SOUTH 10° 00' 15" WEST 538.43 FEET ON THE EAST LINE OF SAID LOT 23 TO THE SOUTHEAST CORNER OF SAID LOT AND A FOUND ONE HALF INCH REINFORCING BAR SET IN CONCRETE; THENCE NORTH 01° 47' 03" EAST 526.97 FEET TO THE NORTH LINE OF SAID LOT, ALSO THE SOUTH RIGHT OF WAY LINE OF 66TH STREET, AS NOW ESTABLISHED; THENCE NORTH 88° 09' 43" EAST 110.00 FEET ON SAID NORTH LINE AND RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

EXCEPT THAT PART AS DEDICATED RIGHT-OF-WAY PER BOOK 200912 AT PAGE 002986.

PARCEL C:

A NON-EXCLUSIVE EASEMENT TO USE ROADWAYS AS A JOINT AND COMMON ROADWAY FOR THE PURPOSE INGRESS AND EGRESS OF PERSONS AND VEHICLES ESTABLISHED BY RECIPROCAL EASEMENT AND MAINTENANCE AGREEMENT RECORDED NOVEMBER 2, 2010, IN BOOK 201011, BOOK 001125 OVER THE LAND DESCRIBED THEREIN.

PARCEL D:

A NON-EXCLUSIVE EASEMENT FOR ACCESS, INGRESS AND EGRESS ESTABLISHED BY DECLARATION OF COVENANTS AND RESTRICTIONS RECORDED IN BOOK 200406, PAGE 005094 AND AMENDED BY SECOND SUPPLEMENTAL AGREEMENT RECORDED IN BOOK 200603, PAGE 010280, OVER THE PROPERTY DESCRIBED THEREIN.

**DECLARATION OF STORMWATER TREATMENT FACILITY  
MAINTENANCE RESTRICTIONS AND COVENANTS**

**Board of Directors of the Johnson County Library**, a Quasi-Municipal Corporation of the State of Kansas is the Landowner (meaning the legal or beneficial owner of land, including those holding the right to purchase or lease the land, or any other person holding proprietary rights on the land) of all of the real property ("Property") described on the attached Exhibit "A", and intends to develop the Property in accordance with the *Shawnee Municipal Code*, including the construction and maintenance of one or more Stormwater Treatment Facilities ("Facilities") as a condition of development.

**THE PROPERTY** is subject to the following terms and conditions:

1. Landowner of the Property shall provide and is responsible for maintenance, inspection, and certification of Facilities on the Property in accordance with the *Shawnee Municipal Code*, the Stormwater Treatment Report ("Report") for the Property as accepted on the \_\_\_\_\_ day of \_\_\_\_\_ 2017, by, and kept of record with, the City of Shawnee, Kansas, ("City") including all written amendments and as-built plans thereto accepted by the City, and the Stormwater Treatment Facility Maintenance Agreement ("Agreement"), dated the \_\_\_\_\_ day of \_\_\_\_\_ 2017, and filed of record with the City, for the Property. The City is the beneficiary of all conditions and restrictions herein and this Declaration may not be amended or modified in any way without prior written approval of the City.

2. The maintenance, inspection, and certification of the Facilities on the Property shall include the obligation to maintain in good condition and promptly repair and restore all grade surfaces, walls, drains, dams and structures, vegetation, erosion and sediment control measures, including, but not limited to: sediment removal and disposal, maintenance of inlet and outlet works, trash and debris removal, vector control, and management of vegetation to ensure that all such Facilities remain in proper working condition. Landowner of the Property shall make records of the installation and of all maintenance and repairs, and shall retain such records for at least five (5) years. These records shall be made available to the City upon request.

3. If the required certifications, inspections, maintenance, and repairs of the Facilities are not completed in accordance with the *Shawnee Municipal Code* and the Report, the City may perform all necessary work to place the Facilities in proper working condition. The cost of any such abatement shall be assessed in accordance with the Agreement for the Property. This assessment may be accomplished by placing a special assessment on the Property, which may be placed on the tax bill and collected in the same manner as ordinary taxes.

4. The City, its representatives, and assigns, shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Facilities on the Property to ensure compliance with the terms of this Declaration of Stormwater Treatment Facility Maintenance Restrictions and Covenants and the provisions of the *Shawnee Municipal Code*.

5. Landowner of the Property shall retain this Stormwater Maintenance Restrictions and Covenants and record it with each subsequent plat covering the Property.

6. The above conditions and restrictions, along with the right to enforce same, are deemed to be covenants running with the land in perpetuity and are binding on subsequent successors, grantees, or assigns.

**IN WITNESS WHEREOF**, the Landowner has authorized and caused this Declaration to be duly executed by its Chair on this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

**Board of Directors of the Johnson County Library**

\_\_\_\_\_  
Pam Robinson, Chair

**ACKNOWLEDGMENT**

STATE OF KANSAS     )  
                                  )ss.  
COUNTY OF JOHNSON )

**THIS INSTRUMENT** was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_ 2017, by Pam Robinson as Chair of Board of Directors of the Johnson County Library, a Quasi-Municipal Corporation of the State of Kansas.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Appointment Expires

**Accepted by the City of Shawnee, Kansas**

\_\_\_\_\_  
Doug Wesselschmidt, PE,  
Director of Development Services / City Engineer

\_\_\_\_\_  
Date



**Exhibit A**  
**Attachment A: Legal Description**

Description (Commitment Number NCS-787636-OPK5):

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NOVEMBER 2, 2010, IN BOOK 201011, BOOK 001125 OVER THE LAND DESCRIBED THEREIN.

PARCEL D:

A NON-EXCLUSIVE EASEMENT FOR ACCESS, INGRESS AND EGRESS ESTABLISHED BY DECLARATION OF COVENANTS AND RESTRICTIONS RECORDED IN BOOK 200406, PAGE 005094 AND AMENDED BY SECOND SUPPLEMENTAL AGREEMENT RECORDED IN BOOK 200603, PAGE 010280, OVER THE PROPERTY DESCRIBED THEREIN.

**065-223**  
MX-17013

**GRANT OF A PERMANENT EASEMENT**

KNOW ALL BY THESE PRESENTS that the **BOARD OF DIRECTORS OF THE JOHNSON COUNTY LIBRARY**, the Grantor herein, for and in consideration of the sum of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, and other good and valuable considerations, including the installation of a public water main, does by these presents grant and convey unto **WATER DISTRICT NO. 1 OF JOHNSON COUNTY (KANSAS)**, a quasi-municipal corporation, the Grantee herein, its successors and assigns, a permanent easement for right-of-way, across, over, and under the following described land, to wit:

**A strip of land 20.00 feet in width adjoining the right-of-way of 66th Street, as now established, across Lot 27, "MONTICELLO CENTER FOURTH PLAT", a subdivision of land in the City of Shawnee, Johnson County, Kansas...**

**And also...**

**A strip of land 20.00 feet in width adjoining the right-of-way line of 66th Street, as now established, across that part of Lt 23, "MONTICELLO CENTER THIRD PLAT", a subdivision of land in the City of Shawnee, Johnson County, Kansas, said tract of land, described in Exhibit A in Kansas Quit-Claim Deed recorded in Book 201011, at Page 001121 at the Johnson County Records and Tax Administration office.**

The rights reserved to Water District No. 1 of Johnson County (Kansas) as the Grantee herein, and hereinafter called the "DISTRICT" and the rights reserved to the Grantor are as follows, to wit:

The DISTRICT, its successors and assigns, shall have the right to perpetually survey and test soil conditions; to excavate, fill, regrade, construct, rebuild, remove and relocate within said easement water distribution or transmission main or mains and all related equipment, together with the right of access to and from such easement for its employees, agents, contractors, vehicles, materials and equipment. The DISTRICT shall have the right to remove, trim and clear away any interfering trees, rocks, shrubs, roots, limbs or surfacing materials, but within a reasonable time after completion of any such activity by the DISTRICT it shall completely fill and sufficiently tamp any excavation to an appropriate elevation to prevent settling, with any fence or improved surface restored to its former condition, grass areas reseeded and any cultivated, established lawn resodded, without the obligation of maintenance, all surplus soil, rock and debris completely removed from the premises, and compensation paid for any damages caused to growing crops.

Except for the "zone of non-interference" as hereinafter defined, the rights of the DISTRICT shall be non-exclusive in the following respects:

The Grantor, its licensees, tenants, lienholders, other easement holders, and the successors and assigns of the Grantor, may cultivate and fully use and enjoy the land within the easement, provided that such use shall not interfere with or jeopardize the construction, installation, maintenance, repair, operation, final grade or other activities of the DISTRICT granted or authorized by the terms of this Grant, and further provided that no permanent above-ground or subterranean structures, materials, stockpiling, or building shall be erected, constructed or stored on the easement, except that non municipal improvements such as roads, drives, parking lots (subject to limitations set forth herein), drainage facilities, whether paved or otherwise surfaced curbs, walks, overhead utility wires, underground utility conduit, pipes and sewers which are non-conflicting and outside of the zone of non-interference, and fences crossing at approximately right angles may be constructed, maintained and utilized by the Grantor, its licensees, tenants, lienholders and other easement holders, and the successors and assigns of the Grantor. In the event of parking lot construction in the easement area, dedicated parking spaces or areas within five (5) feet horizontally from the water main as constructed are prohibited.

In the event future public right-of-way expands over the easement described herein and the public entity expanding the right-of-way declines to relocate DISTRICT facilities outside an area of public improvements such as extensive landscaping, paving, private streets and other extraordinary improvements, the DISTRICT shall not be obligated to restore any existing aboveground improvements or aboveground improvements hereafter installed or constructed by public entity, its licensees, tenants, other easement holders, or the successors and assigns of public entity.

The rights of the DISTRICT shall be exclusive within the "zone of non-interference" defined as that subterranean area immediately adjoining each of the DISTRICT'S mains of a pipe size of sixteen (16) inches and smaller comprising a rectangular corridor along the variable course of the pipe extending vertically from two (2) feet below the pipe perimeter bottom, and two (2) feet horizontally from both lateral sides of the pipe perimeter, as installed. For mains of pipe sizes larger than sixteen (16) inches, the "zone of non-interference" is defined as that subterranean area immediately adjoining each such main comprising a rectangular corridor along the variable course of the pipe extending vertically from two (2) feet below the pipe perimeter bottom and four (4) feet horizontally from both lateral sides of the pipe perimeter, as installed. In the case of multiple pipes within the same easement where the zones of non-interference are contiguous or overlap, the outer boundaries of such contiguous or overlapping zones comprise an enlarged single zone. No excavations or installations of any kind shall be made by any utility or other excavator or installer within such zone of non-interference without the prior express written consent of the DISTRICT.

After completion of the initial construction of its water distribution or transmission main or mains, the DISTRICT, in exercising any right whatsoever herein acquired, may temporarily excavate or cut through any road, drive, surface, fence, curb, walk or other structure permitted herein, but shall as soon as reasonably possible replace and repair such fence or improved surface or other permitted structure to its former condition without the obligation of maintenance, reseed grass areas and resod cultivated, established lawn, and shall pay to the owner or its tenants, compensation for any damage caused to growing crops. The DISTRICT may also require the owner of any other permitted future structure or conduit, whether located above or below the ground surface within the easement, to adjust, move, support or protect such structure or conduit to permit the DISTRICT to exercise its rights herein acquired, but free of expense to the DISTRICT.

All persons acquiring rights to any part of the above described real estate from and after the date of recording of this instrument shall take subject to the prior rights of the DISTRICT in designating easements for its distribution or transmission main or mains as certified by the subsequent recording of a legal description of the course and width of the easement. Conflicts in land use and improvements resulting from the DISTRICT'S exercise of its rights within any part of the Grantor's tract as above described shall be resolved in favor of the DISTRICT without any liability or expense on its part. Any required removal or relocation of improvements or activities by persons acquiring rights after the recording of this instrument in order to accommodate the DISTRICT in the exercise of its rights shall be done without delay, and the DISTRICT shall be indemnified and held harmless from all loss, damage or expense in the enforcement of its rights by such persons exercising subsequent rights resulting in conflicting activities or improvements.

TO HAVE AND TO HOLD, unto the said DISTRICT, its successors and assigns with all of the rights, privileges, appurtenances, and immunities thereto appertaining and belonging so long as used for the purposes herein described.

IN WITNESS WHEREOF, the said Grantor has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

By: \_\_\_\_\_  
Pam Robinson, Chair

STATE OF KANSAS        }  
COUNTY OF JOHNSON    }ss:

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Pam Robinson, who is personally known to me to be a Director of the **BOARD OF DIRECTORS OF THE JOHNSON COUNTY LIBRARY**, and personally known to me to be the same person who executed, as such OFFICER, the instrument on behalf of said political subdivision, and such person duly acknowledged the execution on the same to be the act and deed of said political subdivision.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC SIGNATURE

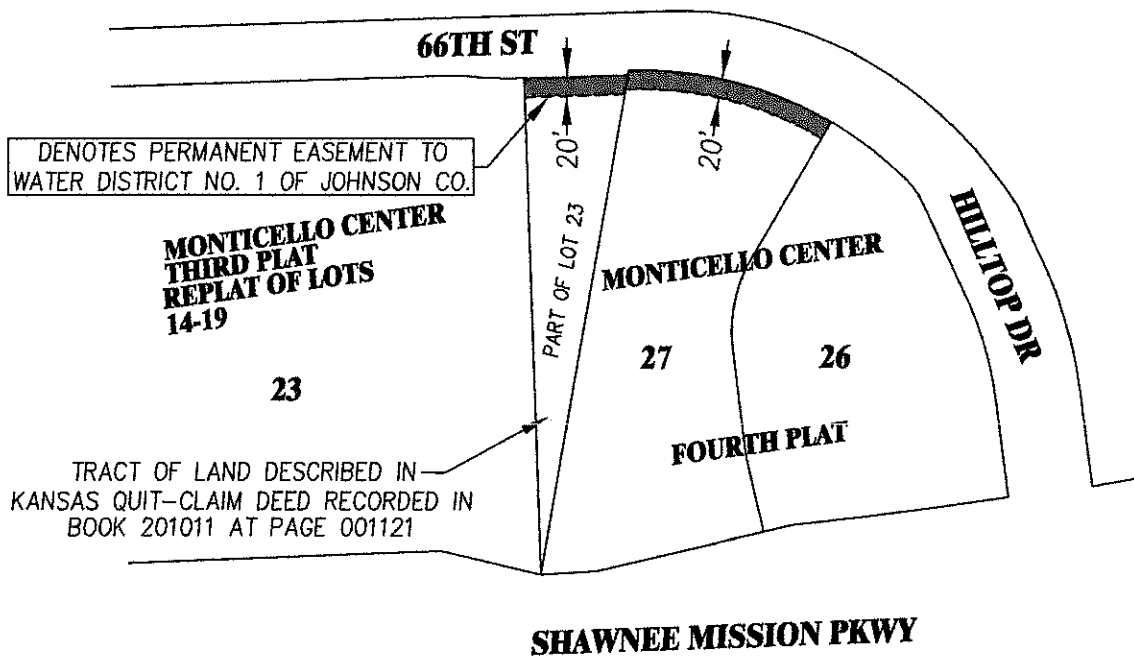
\_\_\_\_\_  
PLEASE PRINT NAME

My appointment expires:

\_\_\_\_\_

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**WaterOne**  
Water District No. 1 of Johnson County

## PLAT OF EASEMENT

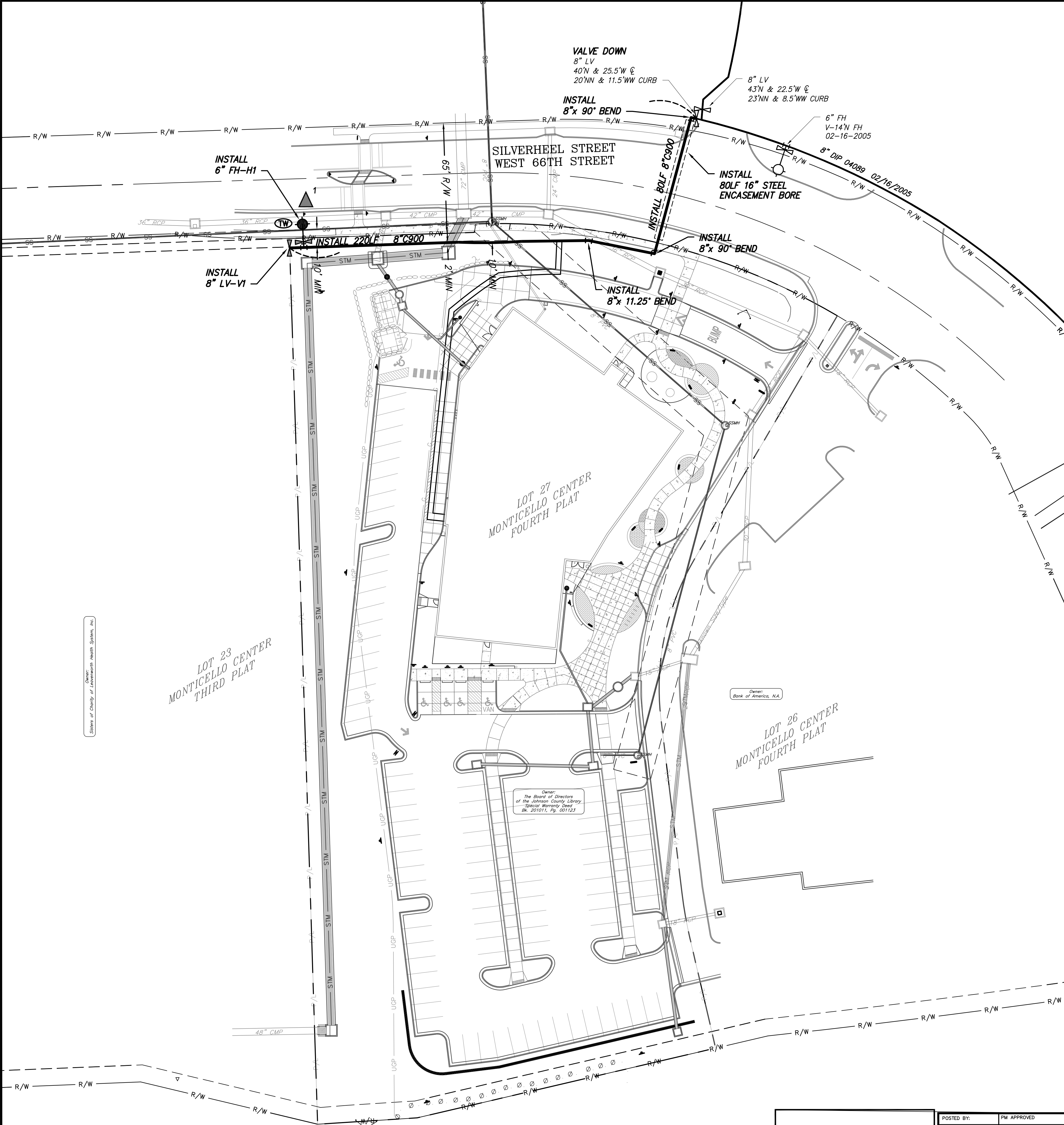
### MONTICELLO BRANCH LIBRARY

DRAWN BY: *BM*

DATE: 03-24-17

SCALE: 1" = 200'

JOB NO. **MX-17013**



ALL FITTINGS TO BE RESTRAINED JOINT UNLESS NOTED OTHERWISE.

CONDITIONS OF TRENCH DEPTH OTHER THAN 3.5 FEET OR PRESSURE IN EXCESS OF 180 P.S.I. WARRANTS A RECALCULATION FOR THRUST RESTRAINT. CONTACT DISTRIBUTION ENGINEERING (913) 895-5700.

RESTRAINED LENGTHS IN THIS CHART ARE FOR BURIED PIPE ONLY. RESTRAINED PIPE WITHIN ENCASEMENT WILL INCREASE THE TOTAL RESTRAINED LENGTH BY THE LENGTH OF THE ENCASEMENT.

HORIZONTAL or VERTICAL UP BENDS					
	4"	6"	8"	12"	16"
11 1/4" BEND	5'	7'	9'	13'	17'
22 1/2" BEND	9'	13'	18'	26'	33'
45° BEND	20'	28'	37'	53'	70'
90° BEND	47'	68'	89'	129'	168'

VERTICAL DOWN BENDS					
	4"	6"	8"	12"	16"
11 1/4" BEND	7'	10'	14'	20'	26'
22 1/2" BEND	15'	21'	28'	41'	53'
45° BEND	31'	44'	58'	84'	111'
90° BEND	74'	106'	140'	204'	268'

TEES - BRANCH or DEAD END					
	4"	6"	8"	12"	16"
RESTRAINED LENGTH	37'	53'	70'	102'	134'

REDUCERS					
	4"	6"	8"	12"	16"
6"	27'/39'	-----	-----	-----	-----
8"	50'/95'	29'/38'	-----	-----	-----
12"	88'/243'	74'/142'	54'/179'	-----	-----
16"	124'/450'	113'/285'	98'/188'	57'/75'	-----

1ST NUMBER: RESTRAINED LENGTH OF LARGER DIAMETER PIPE.  
2ND NUMBER: IF THE LENGTH OF THE SMALLER DIAMETER PIPE EXCEEDS THIS VALUE, THEN NO RESTRAINED JOINTS ARE NECESSARY FOR THE SMALLER DIAMETER PIPE.

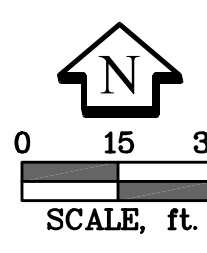
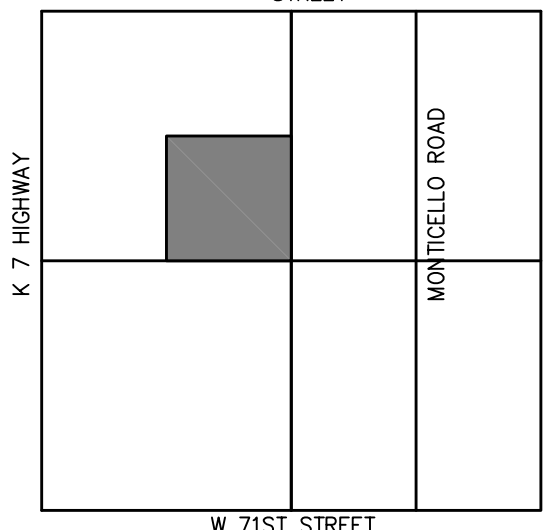
12/10/04

- NOTES:
- 1.) LOCATIONS OF EXISTING UTILITIES SHOWN HAVE EITHER BEEN OBTAINED BY WATERONE IN THE FIELD AS A RESULT OF A REQUEST TO "KANSAS ONE CALL" OR BEEN PROVIDED BY A THIRD PARTY. WATERONE ACCEPTS NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF THE UTILITY LOCATIONS SHOWN. PRIOR TO ANY EXCAVATION AT THIS LOCATION, CURRENT UTILITY LOCATES MUST BE OBTAINED IN ACCORDANCE WITH THE KANSAS UNDERGROUND UTILITY DAMAGE PREVENTION ACT.
- 2.) ANY EXISTING EROSION CONTROL MEASURES REMOVED OR DAMAGED BY CONTRACTOR'S OPERATIONS SHALL BE REPAIRED OR REPLACED UPON COMPLETION OF CONSTRUCTION.
- 3.) THE PIPELINE SHALL BE SUBJECTED TO A HYDROSTATIC TEST PRESSURE OF 150 PSI.
- 4.) MAINTAIN A SEPARATION DISTANCE OF 10 FEET FROM OUTSIDE OF MAIN TO THE OUTER EDGE OF THE SANITARY MAIN STRUCTURES.
- LEGEND:
- CENTER  
EASEMENT  
WOOD FENCE  
STEEL/BARBED WIRE FENCE  
FLOW  
GAS  
SECTION/SUBDIVISION  
RAILROAD TRACK  
RIGHT-OF-WAY  
SANITARY  
SILT FENCE  
STEAM  
STORM  
TELEPHONE  
UNDERGROUND CABLE  
UNDERGROUND FIBER OPTIC  
UNDERGROUND POWER  
BUILDING LINE  
RETAINING WALLS  
EX. WATER  
EX. WATER TO BE RETIRED  
PROP. WATER  
PROP. WATER W/ CASING
- SUBSURFACE UTILITY ENGINEERING LEVEL (ASCE 38-02)
- SAMPLE POINT  
TRACE WIRE TERMINAL  
EXISTING FH  
PROPOSED FH  
EXISTING VALVE  
PROPOSED VALVE  
UTILITY/ ELECTRIC POLE  
STREET LIGHT POLE  
START/STOP PROJECT LIMITS

THIS DRAWING IS FOR COST ESTIMATING AND REVIEW PURPOSES ONLY AND IS NOT TO BE USED FOR CONSTRUCTION.

LOCATIONS OF FIRE HYDRANTS APPROVED BY SHAWNEE FIRE MARSHAL COREY SANDS ON MARCH \_\_, 2017

DESIGNED BY:		DATE
REVIEWED BY:		
APPROVED BY:		



8" C900 WO#9041856  
6" FH WO#9041857

POSTED BY:	PM APPROVED	DATE: 03-15-2017
CHECKED BY:	LE APPROVED	DRAWN BY: CAHM
DATE:	AMC APPROVED	CHECKED BY:
INSPECTOR:	MAP PAGE:	ENGINEER: CDH
IN-SERVICE DATE:	065-223	AMS TILES: D15



8" WATER MAIN EXTENSION	
MONTICELLO BRANCH LIBRARY	
22435 W 66TH STREET	

PRESSURE ZONE:	DESCRIPTION:
NORTHWEST RPA	SE1/4 NW1/4 SEC 15 T12S R23E
ENGINEER/SURVEYOR: SK DESIGN GROUP, INC.	C-MAIL:
PHONE NUMBER: 913-451-1818	JOB NO.:
QTY: SHAWNEE	MX-17013
SHEET NO. 1 of 1	

# County Librarian's Report

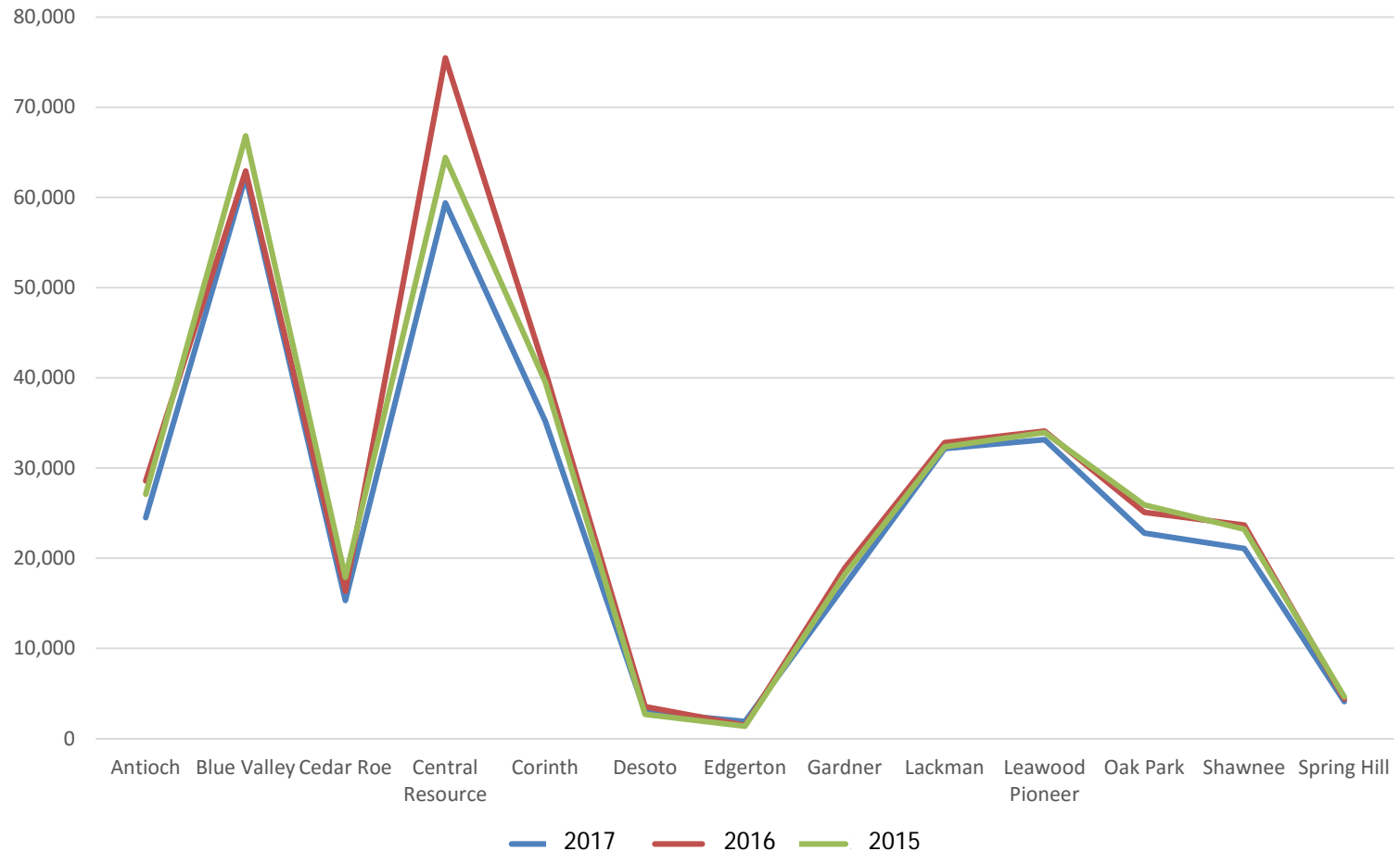
Presented April 13, 2017

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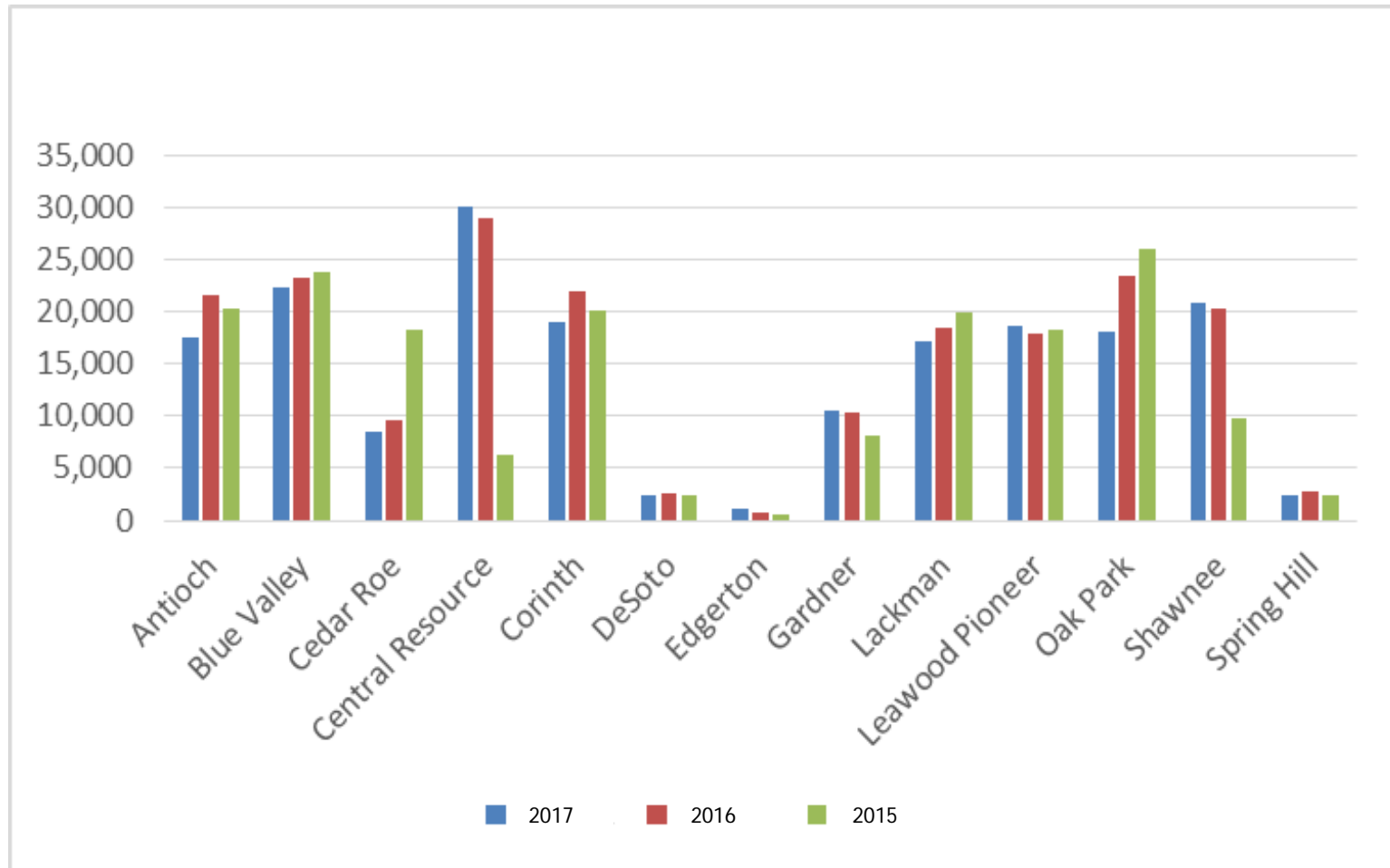




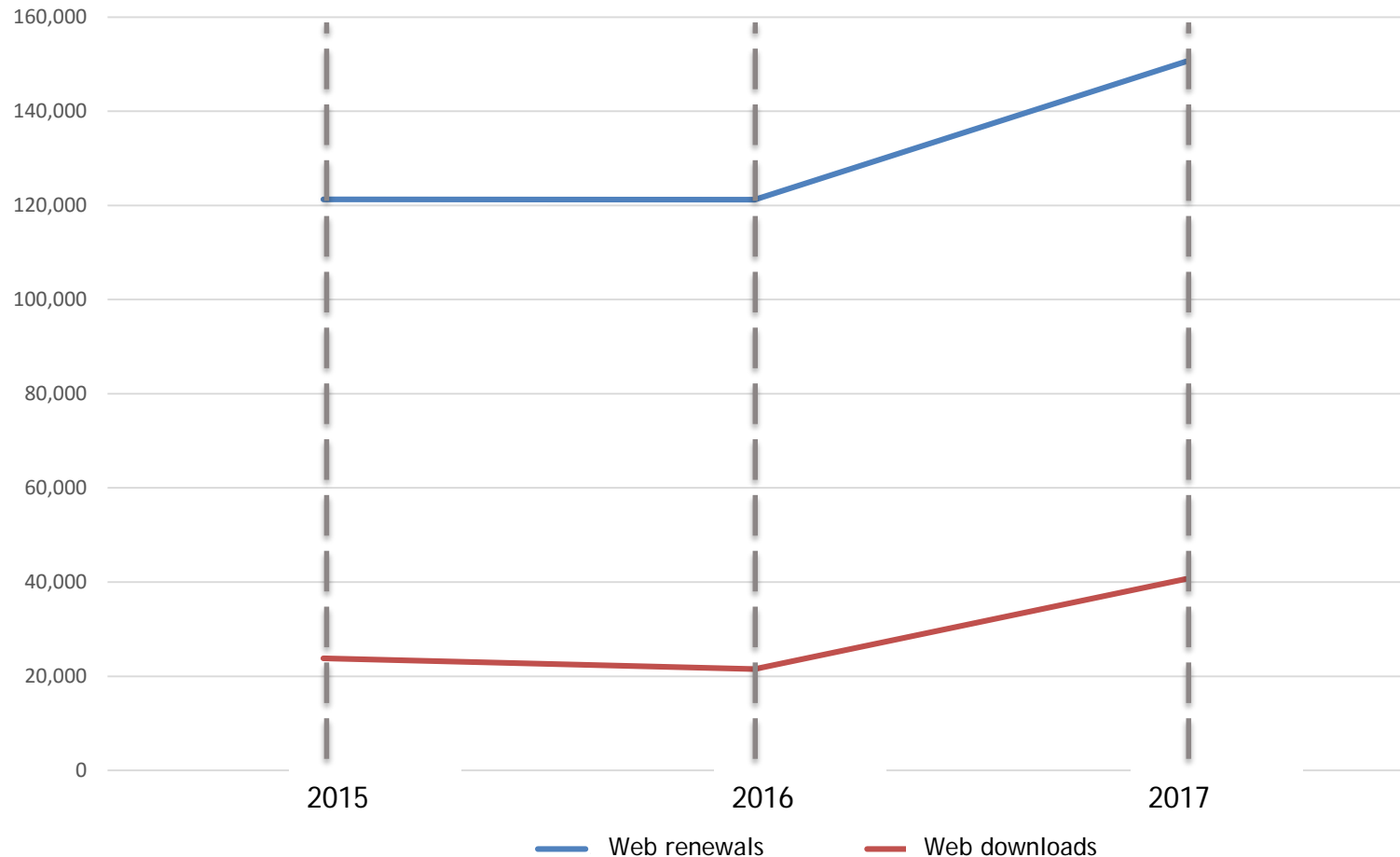
# Branch Circulation: February 2017



# Branch Visits: February 2017



# Electronic Circulation: February 2017



**JOHNSON COUNTY LIBRARY: Summary of Expenditures by Cost Category (.75 Increase Only)**  
**February 2017**  
**16.7% of year lapsed**

**OPERATING FUND**

<b>Programs</b>	<b>2017 Budget</b>
Revenue	2,025,288

Administrative Services  
Information Technology  
Collection Development  
Branch/Systemwide Services  
Transfer to Capital Projects  
Interfund Transfers

<b>TOTAL OPERATING FUND EXPENDITURES</b>	<b><u>\$0</u></b>
--	-------------------

<b>TOTAL .75 INCREASE FUNDS REMAINING OPERATING</b>	<b><u><u>\$2,025,288</u></u></b>
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**SPECIAL USE FUND**

**2017  
Budget**

Revenue:	3,583,750
----------	-----------

Expenses:  
Contractual Services (General Maintenance)  
Commodities (Capital Equipment)  
Transfer to Debt Payment  
Transfer to Debt Payment - CLMP  
Transfer to Capital Projects

<b>TOTAL SPECIAL USE FUND EXPENDITURES</b>	<b><u>\$0</u></b>
--	-------------------

<b>TOTAL .75 INCREASE FUNDS REMAINING SPECIAL USE</b>	<b><u><u>\$3,583,750</u></u></b>
---	----------------------------------

<b>TOTAL .75 INCREASE FUNDS REMAINING ALL FUNDS</b>	<b><u><u>\$5,609,038</u></u></b>
---	----------------------------------

## Scheduled Replacement Account

REVENUEREVENUE RECEIVED TO DATE

2015 Fund Transfer	350,000
2016 Fund Transfer	699,000

<b>Total Revenue</b>	<b><u>1,049,000</u></b>
----------------------	-------------------------

**2017**

Contractual Services	669,126
Building Repair	43,077
Furnishings and Office Equipment	73,032
HVAC	118,358
Sorter Parts and Labor	4,113
Security System Maint & Repair	33,549
Passenger Vehicle	36,225
	<u>977,480</u>

<b>Budget Remaining</b>	<b><u><u>71,520</u></u></b>
-------------------------	-----------------------------

# JOHNSON COUNTY LIBRARY TOTAL REVENUE REPORT

February 2017

16.7% of Year Lapsed

REVENUE ALL FUNDS	2017 Year to Date	2017 Budget	% Budget Year to Date	% Budget YTD Prior Year
Ad Valorem	16,290,362	29,255,726	56%	56%
Ad Valorem Delinquent	219,581	278,294	79%	72%
Motor Vehicle	443,812	2,987,490	15%	18%
Library Generated - Copying/Printing	16,174	97,309	17%	16%
Library Generated - Overdues / Fees	105,531	777,365	14%	15%
Sale of Library Books	12,500	57,832	22%	25%
Misc Other	687	340,753	0%	0%
Library Generated - Other Charges	0	3,570	0%	3%
Investment	42,231	76,791	55%	44%
Unencumbered Balance Forward	0	16,590	0%	0%
Recreational Vehicle Tax	4,893	7,956	62%	16%
Commercial Vehicle Tax	11,239	68,114	17%	33%
Heavy Trucks Tax	1,500	2,588	58%	50%
Rental Excise Tax	13,373	31,710	42%	47%
State and Federal Grants	0	247,260	0%	0%
<b>TOTAL REVENUE</b>	<b>17,161,883</b>	<b>34,249,348</b>	<b>50%</b>	<b>51%</b>

**JOHNSON COUNTY LIBRARY: Summary of Expenditures by Cost Category**  
**February 2017**  
**16.7% Year Lapsed**

<b>OPERATING FUND</b>	<b>2017</b>	<b>2017</b>	<b>% Program</b>
<b>Programs</b>	<b>Year to Date</b>	<b>Budget</b>	<b>Expended</b>
Administrative Services	747,383	5,825,213	6%
Information Technology	547,067	2,188,111	25%
Collection Development	388,812	3,296,190	12%
Branch/Systemwide Services	2,162,795	13,484,682	16%
Risk Management Charges		92,494	0%
Grants *		247,260	0%
Transfer to Capital Projects		4,092,493	0%
Incremental Tax Fund		124,178	0%
Interfund Transfer		115,259	0%
<b>TOTAL OPERATING FUND EXPENDITURES</b>	<b>3,846,057</b>	<b>29,465,880</b>	<b>13%</b>

\* Includes expenditures for 2017 calendar year only. The life of the grant may cover more than one year.

<b>SPECIAL USE FUND</b>	<b>2017</b>	<b>2017</b>	<b>% Budget</b>
	<b>Year to Date</b>	<b>Budget</b>	<b>Expended</b>
Contractual Services (General Maintenance)	2,574	16,305	16%
Commodities (Capital Equipment)		192,564	0%
Transfer to Debt Payment	47,924	975,847	5%
Transfer to Capital Projects	51,150	3,583,750	1%

<b>TOTAL SPECIAL USE FUND EXPENDITURES</b>	<b>101,648</b>	<b>\$4,768,466</b>	<b>2%</b>
--	----------------	--------------------	-----------

<b>TOTAL EXPENDITURES</b>	<b>\$3,947,705</b>	<b>\$34,234,346</b>	<b>12%</b>
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**JOHNSON COUNTY LIBRARY: Summary of Expenditures by Type**  
**February 2017**  
**16.6% Year Lapsed**

<b>ALL FUNDS</b>		<b>2017</b>	<b>2017</b>	<b>% Categories</b>
	<b>Categories</b>	<b>Year to Date</b>	<b>Budget</b>	<b>Expended</b>
	Salaries and Benefits	2,487,735	15,918,347	16%
	Contractual Services	905,602	5,034,946	18%
	Commodities	455,295	4,173,950	11%
	Risk Management Charges		92,494	0%
	Capital / Maintenance / Repair	51,150	4,092,493	1%
	Transfer to Debt Payment	47,924	975,847	5%
	Transfer to PBC Capital Leases		3,583,750	0%
	Grants		247,260	0%
	Interfund Transfer		115,259	0%
<b>TOTAL EXPENDITURES</b>		<b>\$3,947,705</b>	<b>34,234,346</b>	<b>12%</b>



## JOHNSON COUNTY LIBRARY

## GRANTS MONTHLY REPORT

GRANTS*	Expenditures through 2/28/2017	Source	Received	Expenditures	Grant Award	Budget Remaining
285000065	2014 Check up and Check Out	State	7/1/2013	\$2,351.73	\$5,250.00	\$2,898.27

\*Includes all expenditures and revenues over the life of the grant. (Includes multiple years due to the grants crossing fiscal years).

Expenditure of Friends of the JCL Donations 2017

<i>Expenditure Details</i>	<i>Payee</i>	<i>Current Month</i>	<i>YTD</i>
Volunteer Recognition		\$0.00	\$0.00
Advertising/Promotion		0.00	0.00
Collection Materials		0.00	0.00
Professional Development/Staff Recognition		0.00	0.00
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	1,065.23
<b>Total Expenditures</b>		<b>\$ -</b>	<b>\$ 1,065.23</b>

# Preliminary 2018 Budget

Johnson County Library

Personal Property Tax



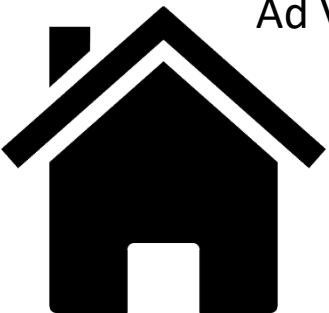
\$3,174,120



Projected Revenue  
Budget 2018  
\$36,117,656



Ad Valorem



\$31,308,036



Grants

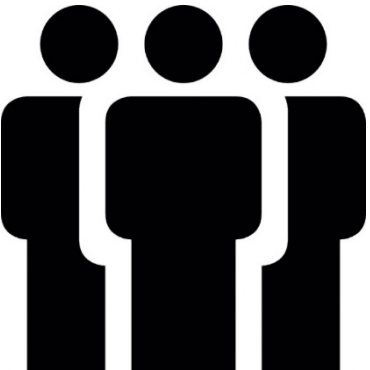


\$240,000



Fines and Fees  
Faxing, copy and print  
Investment income  
Vending

\$1,213,000

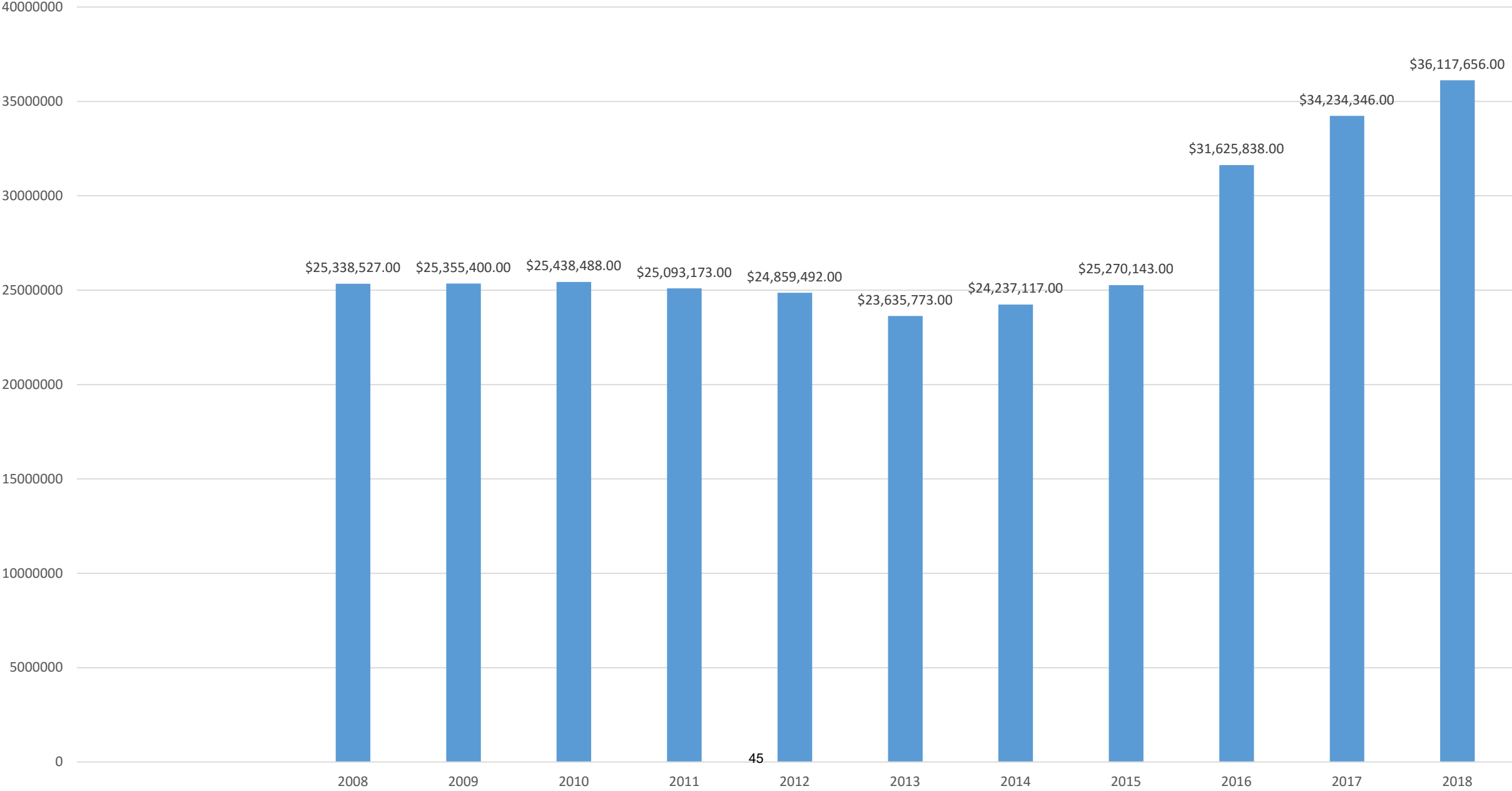


Foundation  
Friends  
Foundation Reimbursement  
(Executive Director salary  
reimbursement)

\$182,500



Total JCL Budget



## **Terms Definition**

We have two funds

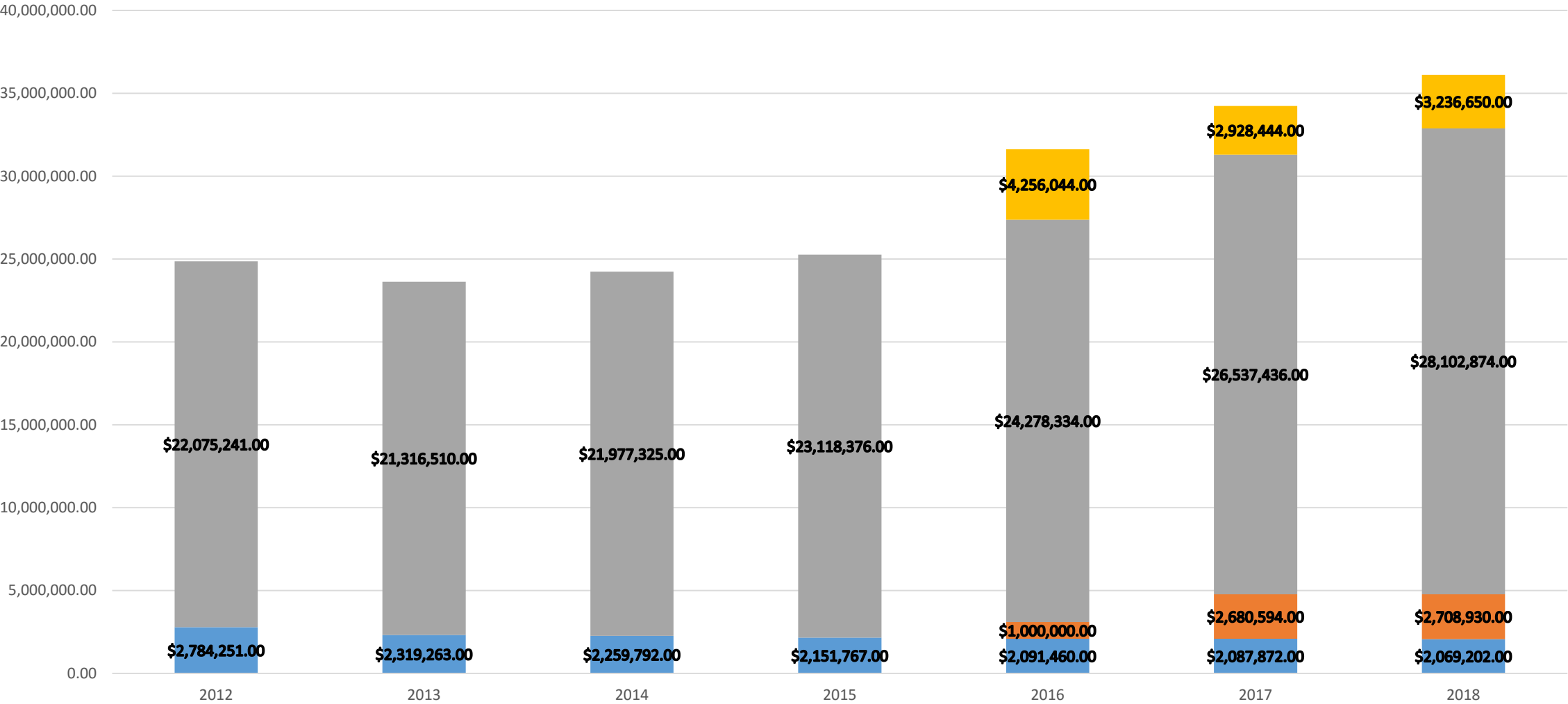
### Operating Fund

The Library Operating fund is used for operations (salaries, utilities, some capital needs, programming, commodities, etc.). This fund was established by the JCL Board and the Johnson County BOCC as indicated by KSA 12-1226(b). JCL ARM 10-55-14 talks about the Library Fund as it relates to the County.

### Special Use Fund

The Library Special Use fund is used for capital improvement expenditures that affect the library's infrastructure and debt service/PBC payments. There is a JCL Policy number 50-30-30 that defines the use of the Special Use fund.

Total JCL Stacked Budget Revenue



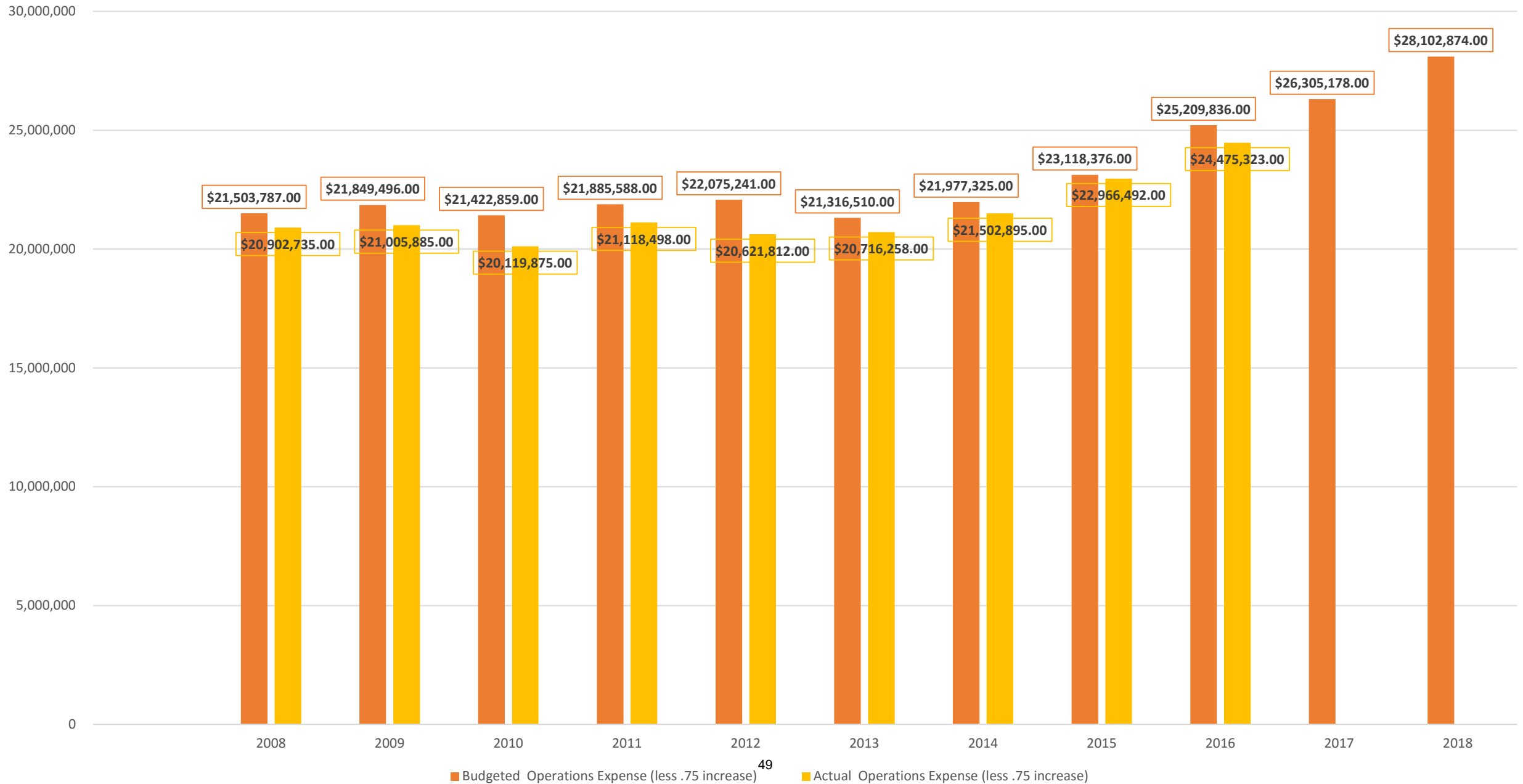
# Projected Revenue Budget 2018

## \$36,117,656

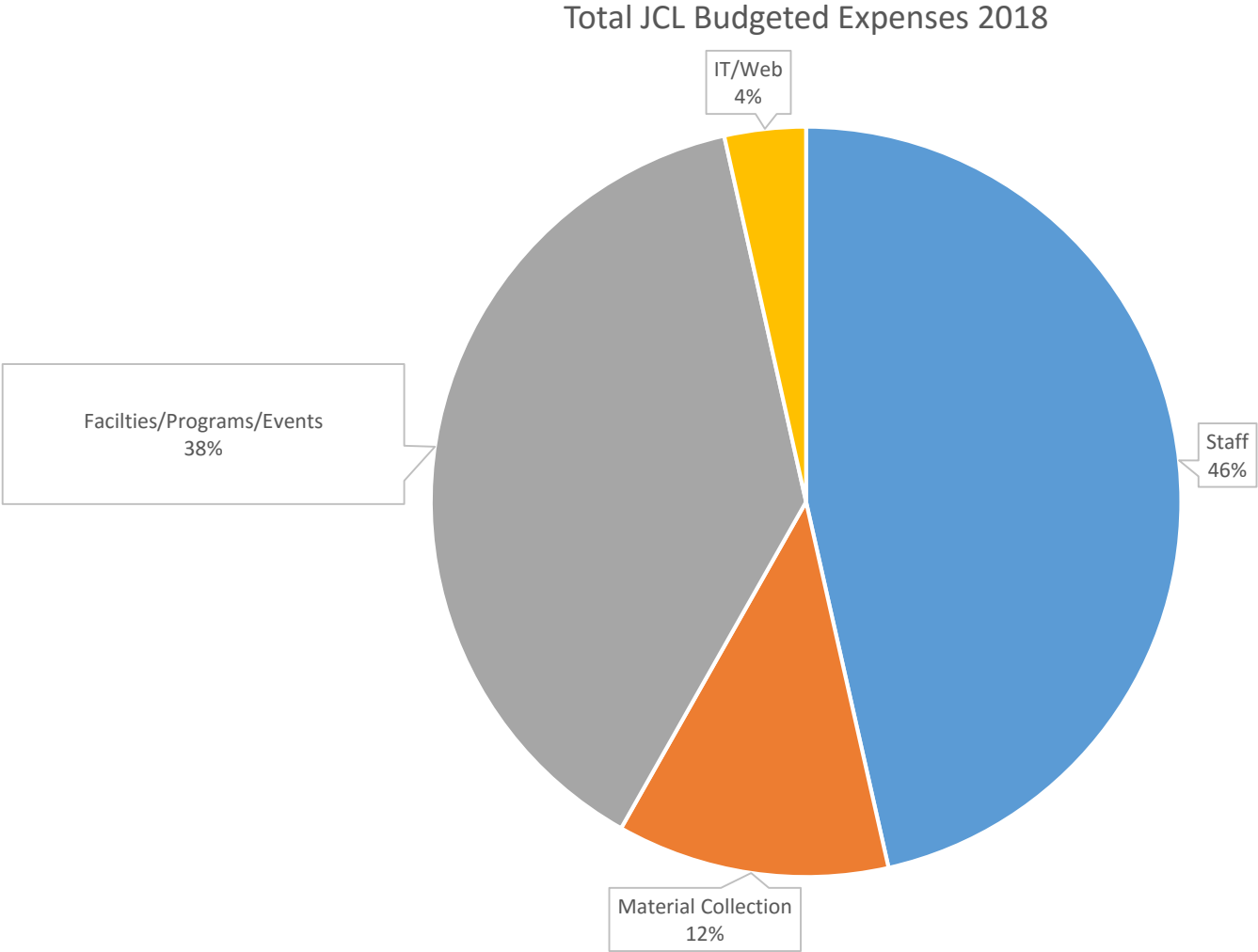
Date	Special Use Fund	.75 in Special Use Funds are dedicated to facilities (CLMP)	Operating Fund	.75 in Operations are dedicated to facilities (CLMP)	0.75 Mil dedicated to facilities (CLMP)	Total JCL Budget
2012	2,784,251.00		22,075,241.00			24,859,492.00
2013	2,319,263.00		21,316,510.00			23,635,773.00
2014	2,259,792.00		21,977,325.00			24,237,117.00
2015	2,151,767.00		23,118,376.00			25,270,143.00
2016	2,091,460.00	1,000,000.00	24,278,334.00	4,256,044.00	5,256,044.00	31,625,838.00
2017	2,087,872.00	2,680,594.00	26,537,436.00	2,928,444.00	5,609,038.00	34,234,346.00
2018	2,069,202.00	2,708,930.00	28,102,874.00	3,236,650.00	5,945,580.00	36,117,656.00



## 10 Year Operating Expenses

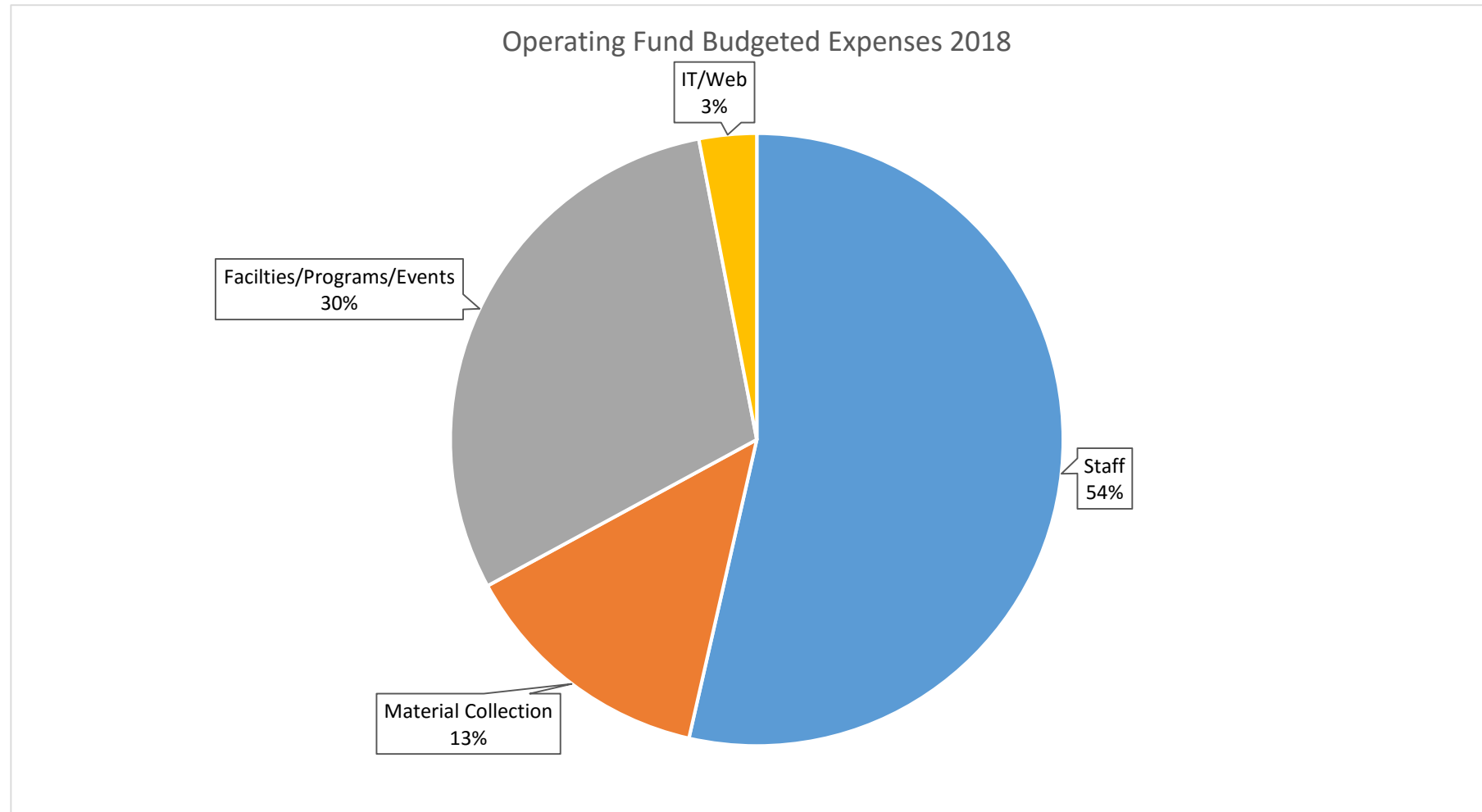


Total JCL Budget Expenses 2018 (Operating Fund and Special Use Fund)



Staff	Material Collection	Facilities/Programs/Events	IT/Web		Total
\$16,784,156.00	\$4,238,000.00	\$13,829,654.00	\$1,265,846.00		\$36,117,656.00

## Operating Fund Budget 2018



Staff	Material Collection	Facilities/Programs/Events	IT/Web		Total
16,784,156.00	4,238,000.00	9,366,522.00	950,846.00		\$31,339,524.00

# Debt Pay Down

The debt pay down is the payments made each year on the debt taken out by the library. Currently JCL is paying off debt from:

Series 2004B (a crossover refunding of Series 1999B which was for Blue Valley Library).

Series 2008C a refunding of Series 1997B which was for Lackman Library.

Series 2010B which refunded Series 1998B-1998B refunded 1994A which was for Antioch Library.

Series 2001B that was for Gardner Library and Series 2002C that was for a refunding of 1992B and 1994 that were for Library Projects and Central Resource respectively.

Series 20110E that was for the Monticello Land Acquisition.

The remaining balance on those is 2017 \$965,847, 2018 \$824,741, 2019 \$817,916 and 2020 \$324,718 for a total of **\$2,933,222**.

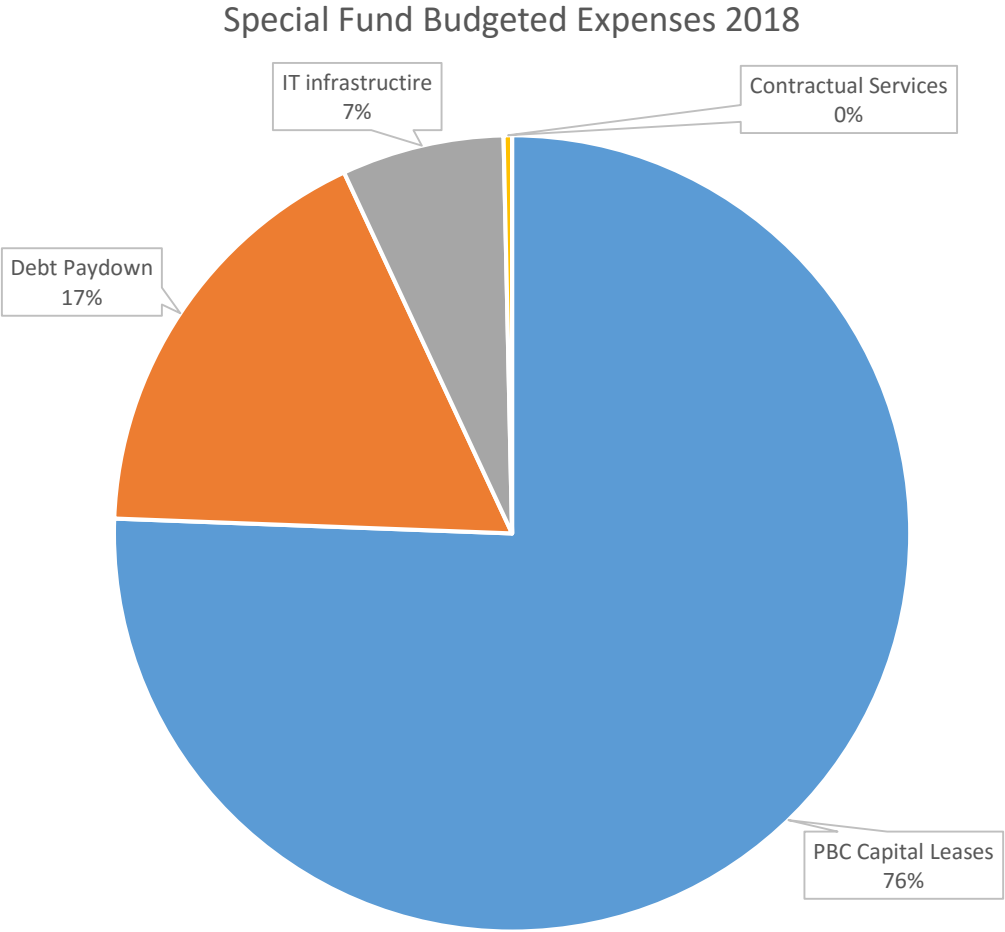
# PBC Capital Leases

The PBC Capital leases are to pay the lease on the projects that PBC builds for us (the PBC owns those buildings until the debt is paid off then they transfer to the JCL Board).

This is made up of payments on bonds that were issued for:

- Leawood
- CBU/Monticello Phase 1
- Monticello in 2016

Special Fund Budget Expenses 2018



PBC Capital Leases	Debt Paydown	IT infrastructure	54	Contractual Services	Total
\$3,612,086.00	\$834,741.00	\$315,000.00		\$16,305.00	\$4,778,132.00

# Framework for Staffing

April 2017



# Frame Work for staffing

**How do we begin to staff a new building?**





# Overall Considerations

- Overall building square footage
- Patron Experience
- Number of service points
  - Clerical and Informational transactions
  - Drive through service
  - Programming
- Innovative use of Technology



# Percent of Budget for Staffing

- National Average\*
  - 67.2%
- Kansas Average\*
  - 65.3%
- JCL
  - 46%

\*According to IMLS survey conducted in 2015



# Metrics

- 2.5 FTE per service point
- 65% on desk time rate
  - 65% = 26 hrs/week - 40 hr employee
- 35% off desk
  - 35% = 14 hrs/week
  - Meetings – system-wide and manager
  - Programming and planning
  - Project work
  - Vacation time
  - Sick time



# Metrics continued

- Managers
  - Branch Manager
  - Assistant Branch Manager/s
- Custodian
  - 30,000 sq. ft. per FTE
- Volunteers



# Some Key Performance Indicators

- 1,144 volunteers gave 48,423 hrs in 2016
- 6,729,130 circulations in 2016
- 40,000 digital downloads in 2016
- Blue Valley Drive up – 33% of circulation there
- For every \$1 spent residents receive direct and indirect benefits of about \$4.13, which is a 313% return.



# Monticello Library

Update – April 2017



# Updates

- Construction Update
- Easements / Agreements
- Public Art Update
- Next Steps
- Timeline



# Construction Update





# Public Art Update

- Overview of process
- Artist presentations
- Public Art Timeline



# Public Art - definitions

- ASP – Artist Selection Panel. Unique for each project, voting members are:
- PAC – Public Art Commission:
- PBC – Public Building Commission.

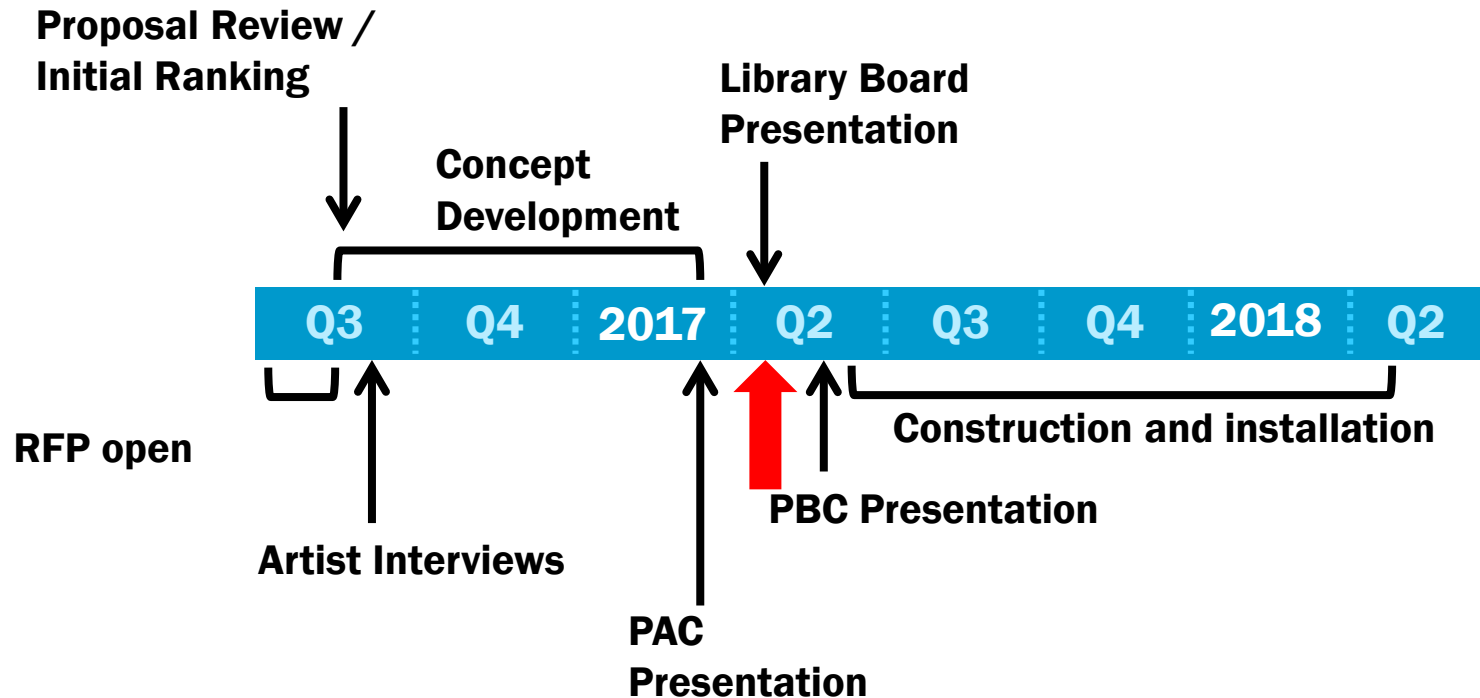


# Public Art – process overview

1. RFP for Public Art published by County Purchasing
2. Artists respond to RFP
3. Artist Selection Panel (ASP) reviews submissions and individually ranks
4. Shortlisted artists are interviewed
5. ASP individually ranks again, based on interviews
6. Top-ranked artist(s) work(s) with design team, Library, County, curator for Public Art Commission (PAC)
7. Artist(s) present to the PAC
8. If the PAC approves the projects, they recommend to Public Building Commission (PBC)
9. If the PBC approves, contracts are signed



# Monticello Library Public Art Timeline

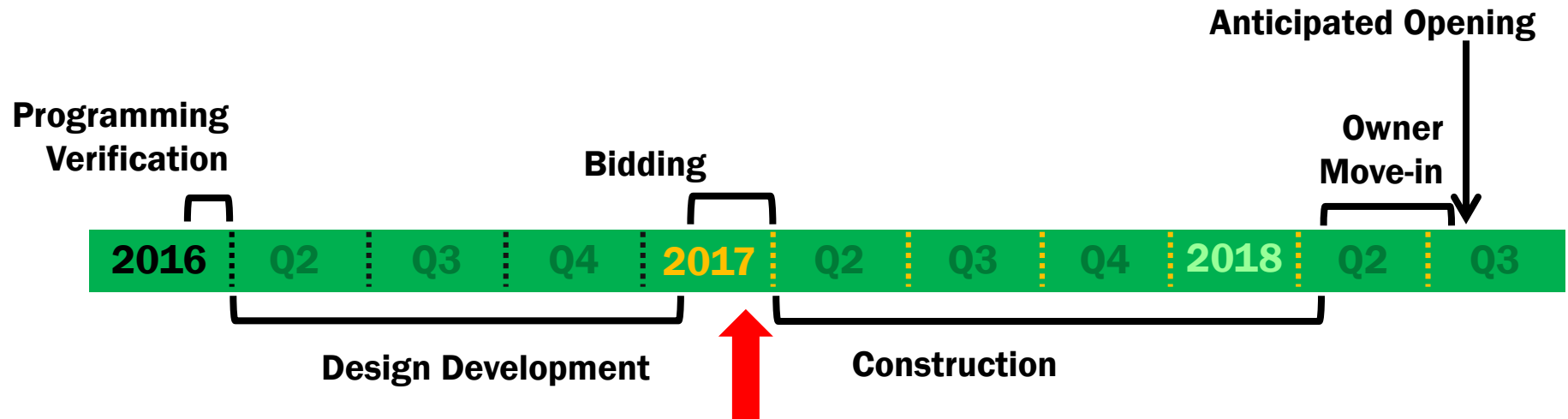


# Next Steps

- Furniture Selection
- Building Collection process
- More Construction
- Groundbreaking



# Monticello Library Anticipated Timeline



# Lenexa City Center Library

Update – April 2017



# Updates

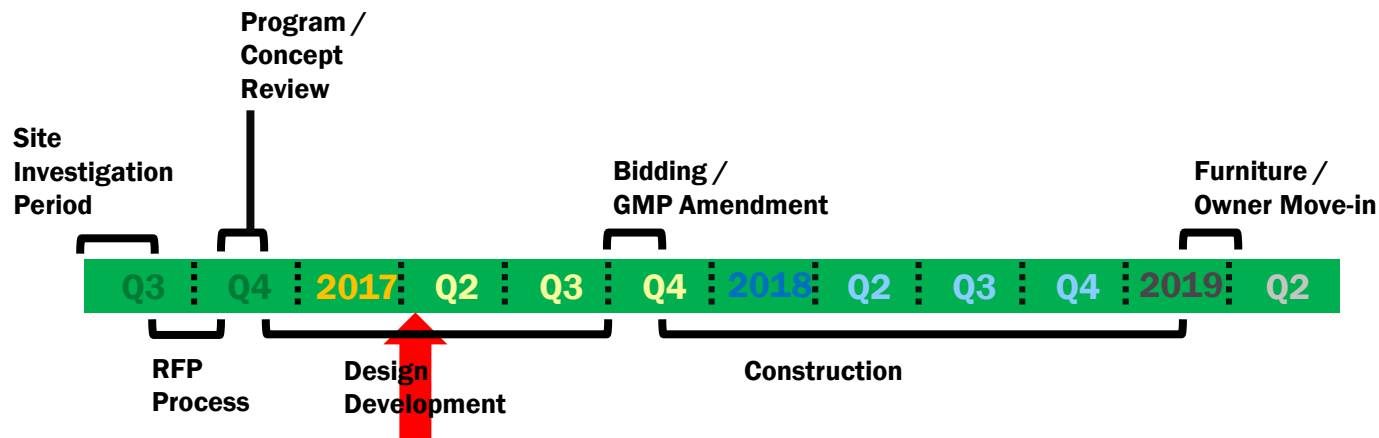
- Planning Submittal
- Design update
- Public Art update
- Timeline update





# Lenexa City Center Library

## Anticipated Timeline



(updated 7/15/16)



# Blue Valley Studies

Update – April 2017

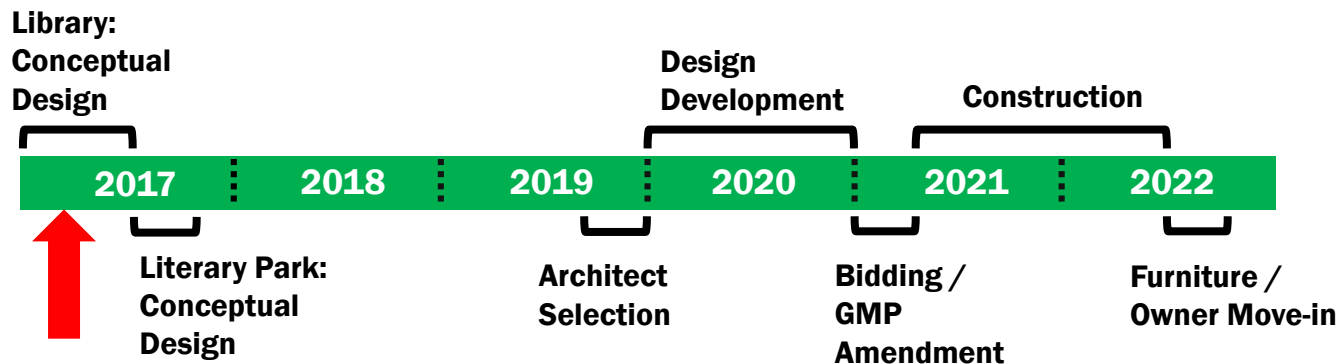


# Updates

- Library Study:
  - Concept Design for Library continues
  - Anticipating Library Board informational presentation in May 2017
- Literary Park Study:
  - Concept Design anticipated to resume after Library Study concludes



# Blue Valley Anticipated Timeline



(updated 03/03/17)





Returns

# comprehensive **library** master **plan**

SFMP Update – April 2017



# Agenda

1. Monticello Library update
2. Blue Valley study update
3. Lenexa Library update





# Monticello Library



# Monticello Library



- Approximately 30,000 SF on two levels
- Anticipated to open in Q3 2018





# Blue Valley Library Study



# Lenexa City Center Library

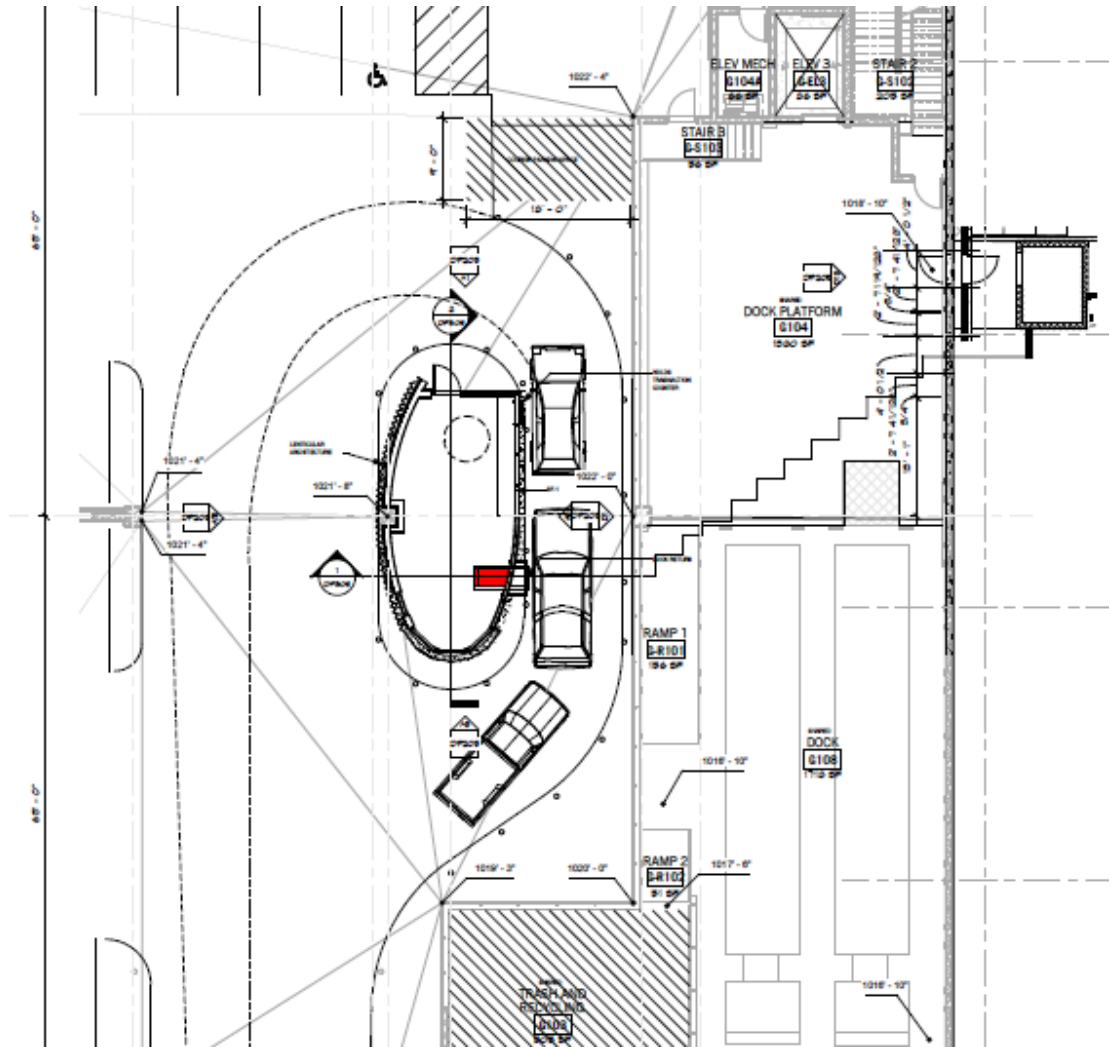


- Approximately 40,000 SF on two levels
- Anticipated to open in Q2 2019



# Lenexa City Center – Library Lane

- Quick transactions are important for traffic flow
- Anticipating 30% of total location Holds traffic (2016 BV statistics)
- Add 'Transaction happens every XX seconds'
- Library Lane will serve patrons who wish to pick up holds and return items
- Conveyance will operate from Library Lane to building (returns traffic)
- Staff anticipated to work 2 hour shifts







# Returns

**Thank you for your support!**  
**Any Questions?**

**MINUTES JOHNSON COUNTY LIBRARY BOARD  
SPECIAL MEETING  
Thursday, February 28, 2017  
Central Resource Library  
4:00 p.m.**

**BOARD:** Nancy Hupp, Donna Mertz, Pam Robinson

**BOARD via conference call:** Bethany Griffith, John Nelson, JR Riley, Amy Ruo

**BOARD ATTORNEY:** Fred Logan, Andrew Logan

**STAFF:** Sean Casserley, Michaela Scruggs, Scott Sime, Georgia Sizemore, Tricia Suellentrop

Pam Robinson opened the meeting at 4:00 p.m. Ms. Robinson stated that the meeting would start with the motion and she requested that Project Coordinator, Scott Sime, provide more information before the vote.

**Motion:** Nancy Hupp moved to accept McCownGordon Construction, LLC, as Construction Manager as Constructor and authorize the contract with McCownGordon Construction, LLC, for the Monticello Library for the total project amount not to exceed \$12,718,263.19 per Request for Proposal No. 2016-009.

**Second:** Amy Ruo

Mr. Sime thanked the Board for attending the Special Board meeting. He noted the briefing sheet had been revised earlier in the day and explained the changes.

The selection of McCownGordon Construction, LLC, was previously brought before the Board as an informational item and the Board did not take an action at that time. This motion approves the selection of McCown Gordon Construction, LLC, and also approves the total contract amount for construction. The total contract amount includes pre-construction services and early site work.

Mr. Nelson asked why the not to exceed amount is well below the authorized total project cost of \$18 million.

Mr. Sime responded that the \$18,555,000 is the total project cost, the \$12,718,263.19 is for the construction portion. The difference includes items like architect fees, collections and furniture.

In response to a question regarding the contingency, Ms. Sizemore responded that the contingency is 5% on the construction costs. There are also other contingencies on other components of the project.

Mr. Nelson asked if the \$12,718,263.19 is in line with estimated project costs.

Mr. Sime responded that the bids were in the Library's favor and that we are on budget.

Ms. Robinson called for a vote.

**Motion carried 7 to 0.**

## ADJOURNMENT

**Motion:** Nancy Hupp moved to adjourn the meeting.

**Second:** Amy Ruo

**Motion carried 7 to 0**

The meeting adjourned at 4:06 p.m.

DATE \_\_\_\_\_

SECRETARY \_\_\_\_\_  
John Nelson

CHAIR \_\_\_\_\_ SIGNED \_\_\_\_\_  
Pam Robinson Sean Casserley

**MINUTES JOHNSON COUNTY LIBRARY BOARD  
REGULAR MEETING  
Thursday, March 9, 2017  
Central Resource Library  
4:00 p.m.**

**BOARD:** Bethany Griffith, John Nelson, JR Riley, Pam Robinson  
**Via conference line:** Nancy Hupp, Amy Ruo  
**Absent:** Donna Mertz

**BOARD ATTORNEY:** Fred Logan, Andrew Logan

**BOCC:** Commissioner Ashcraft

**FRIENDS OF THE LIBRARY:** Dorothy Hughes

**STAFF:** Jennifer Barnett Fox, Michelle Beesley, Sean Casserley, Christina Cooper, Hope Harms, Jared Harper, Mike Heffernan, Helen Hokanson, Joseph Keehn, Christopher Leitch, Susan Mong, Nicki Neufeld, Michelle Olsen, Kinsley Riggs, Michaela Scruggs, Scott Sime, Georgia Sizemore, Tricia Suellentrop, Lorée Terry, Ron Zluticky

**GUESTS:** Erwin Abrams, Lexi Furminger, Evariseo Galarza, Abby Giersch, Gisselle Gtierrez, Matt Hug, Nichole Johnson, Halima Kouakeu, Moria Mours, Mitchell Tayler, Federico Velazquez

Board chair, Pam Robinson, called the meeting to order at 4:00 p.m. Ms. Robinson welcomed the guests from Shawnee Mission West.

**CITIZEN COMMENTS**

There were none.

**BOARD OF DIRECTORS COMMENTS**

Ms. Robinson noted that as the Library moves forward with the Blue Valley Branch project the committee will need Board liaisons. John Nelson and JR Riley expressed interest in serving on the committee.

Ms. Robinson announced that Ms. Mertz is unable to join us this evening due to a conflict. Ms. Ruo and Ms. Hupp are joining the meeting by phone.

**FRIENDS OF THE LIBRARY**

Dorothy Hughes reported from the Friends.

The Friends currently have 700 members. The voting on the bookmark contest began today and the Friends look forward to announcing the winners at the April Library Board meeting. Internet sales continue to be successful. As of March 7<sup>th</sup>, over 6,700 items were listed for sale for a total selling price of over \$150,000. The online listings can be browsed on the Friends website.

This year alone, orders have gone to Australia, Canada, China, The Czech Republic, Germany and the U.K.

The Friends have been closely monitoring book store sales. Total sales in January were approximately \$8,700. Sales at the Central book store are increasing and staff deserve kudos for their hard work.

The Friends are examining their cost structure to maximize efficiency. Staff and the Board's Operations and Sales committees are working on book store visibility and promotion. The Friends will have a presence at the author events this spring. The next author event is March 15<sup>th</sup> with Jack Gantos. Ms. Hughes encouraged the Library Board to volunteer with the Friends if they are interested.

Ms. Hughes thanked Mr. Casserley and Mr. Leitch for their continued guidance.

## **JOHNSON COUNTY LIBRARY FOUNDATION**

Ms. Mong recognized Foundation Board member Erwin Abrams.

Ms. Mong reported that the Stay at Home and Read a Book Ball was very successful. Three Listen Local musicians wrote pieces in honor of the book ball. The music was shared on the Library's social media accounts. Candice Millard was an amazing honorary host. She donated seven autographed copies of her book and was live tweeting the day of the event.

The event raised over \$10,000 – an increase over last year. There were 133 donors and almost 33,000 impressions on twitter.

Ms. Mong highlighted several upcoming events. Elementia, an event where teen writers and artists are featured, will be held on April 12<sup>th</sup>. Elementia is supported by the Joan Berkley fund.

The Leadership summit will be held on April 20<sup>th</sup>. The Breakfast at the Library event will be held at Central the morning of May 3rd.

Johnson County Library will be collaborating with five library systems on a "Big Read" in the fall. The book will be "The Things They Carried", by Tim O'Brien. The Foundation has forged a relationship with the Army Staff and General College in Leavenworth, who just happen to have the foremost authority on Vietnam War on staff – Dr. James Wilbanks – who advised Ken Burns on his Vietnam Series. Dr. Wilbanks will speak at a Library program and a reception will be held prior to the 9/5 program.

The Foundation is continuing their work on planned giving and the 1953 Society – Writing the Library's next chapter.

The author who will be presenting at Elementia is Gene Luen Yang who won the Michael Printz award for his graphic novel "American Born Chinese".

## **BOARD OF COUNTY COMMISSIONER REPORT**

No comments.

## **BOARD COUNSEL REPORT**

Mr. Logan provided a review on the subject of Intellectual Freedom for the Library Board. Mr. Logan distributed several documents to the Library Board, including the minutes of the August 15, 1955, Library Board meeting.



At this 1955 meeting a motion was made to adopt "The Library Bill of Rights". Mr. Logan read the first paragraph of the 1948 Library Bill of Rights.

"As a responsibility of library service, books and other reading matter selected should be chosen for values of interest, information and enlightenment of all the people of the community. In no case should any book be excluded because of the race or nationality, or the political or religious views of the writer."

Mr. Logan noted that we do not make content based judgements on materials and that we collect materials that represent all viewpoints.

The Library Bill of Rights has stayed much the same since the 1948 version. The current version, included in Library policy ARM 10-20-10 states, "Books and other library resources should be provided for the interest, information and ideas, and enlightenment of all people of the community the library serves. Materials should not be excluded because of the origin, background, or views of those contributing to their creation."

Almost from the inception of the Johnson County Library, the Library Bill of Rights has formed the basis of the manner in which the Library conducts itself. Another important document included in the Library's Collection Development policy, is the Freedom to Read document.

Mr. Logan stated that there is an important exception in the Library statutes that was negotiated with the Board of County Commissioners in 1983. The Library follows county purchasing policies and procedures, with the exception of the purchase of books and materials. Selection and purchase of books and materials is in the purview of Johnson County Library staff and the Library Board. The Board of County Commissioners agreed that professional Library staff should make book and materials selection and purchasing decisions using the Library's Collection Development Policy.

Mr. Logan provided copies of statute K.S.A. 12-1225b that describes this arrangement.

This is the basis of intellectual freedom for the Library; another part is patron confidentiality. Mr. Logan stated that it has always been the Library's view that the Library won't release records on what a patron checks out. The Library will only release this information with a valid court order.

Mr. Logan noted that the Library regulation needs some updates and will come before the Library Board for consideration in the next few months.

Commissioner Ashcraft appreciated the presentation and asked what would not be included under section (c) of K.S.A. 12-1225.

Mr. Logan responded that he interprets the section of the statute to deal with books, audio-visual materials, magazines, papers, printed materials, slides, pictures, films, projection equipment, phonograph records and other material and equipment deemed necessary by the board for the maintenance and extension of modern library service. He does not interpret the section to include the purchase of tables and furniture, those items are purchased using the purchasing policies of the county.

Ms. Robinson asked if this policy is also in place in the case of a minor. Could a parent request their child's account information? Mr. Logan responded that a parent can receive this information because they sign for a library card with their child. This is consistent with intellectual freedom policies.

Mr. Nelson asked if the policy should be more clear on electronic materials. Mr. Logan stated that he believes that the statute should be interpreted to cover electronic materials.

## **COUNTY LIBRARIAN REPORT**

### **Budget update**

Finance Director, Nicki Neufeld, noted that as of January the Library is at 50% of revenue for the year. We typically receive two large revenue payments during the year.

The Library is at 5% spent for expenditures, which is where we expect to be for January.

### **Proposed 2018 Budget**

Ms. Neufeld explained that each year the Board of Johnson County Library submits a proposed budget to the County Manager's Office to be approved and presented to the Johnson County Board of County Commissioners (BoCC). Resolution 2017-1 will cover the proposed 2018 budget. In aggregate the budget is \$36,210,469.00. The projected date to go before the County Commissioners is May 18<sup>th</sup>, although this date is not yet confirmed.

Mr. Nelson requested more time to review the proposed budget before it goes to the BoCC.

Mr. Logan commented that this meets the County's deadline for presenting a preliminary budget to the County Managers Office and the County Commission.

Mr. Casserley stated that this year the County budget cycle has been accelerated by thirty days. He suggested that the Board form a budget committee to closely review the budget with Ms. Neufeld. Mr. Casserley also stated that in-depth one-on-one meetings with Ms. Neufeld about the budget would be welcome.

Ms. Robinson agreed with Mr. Nelson that she would like more time to review the preliminary budget prior to board action.

Ms. Neufeld explained this year's budget schedule. This year the process started with the development of the Capital Improvement Plan (CIP) and the Personnel Review Committee request (PRC) for 2018.

Before the Board is the initial proposed budget, the revenue numbers were provided to the Library by County Budget Analyst, David Vratny. The Library analyzes the numbers and arranges the expenditures for 2018 and then submits that information to the County Managers Office. The County Manager then meets with the Library's Budget Analyst to discuss the expenditures and where they are in the operating plan. With this information, the County Manager develops a budget for the entire county.

The entire budget then goes before the BoCC; this year the anticipated budget presentation date is May 18<sup>th</sup>. At that time, the BoCC will have comments and questions and a final budget number will be reached. Ms. Neufeld will then come back before the Library Board to provide an update on the final budget.

In June or July there is a scheduled public hearing of the county budget. August 25<sup>th</sup> is the deadline to have the 2018 budget published.

Mr. Logan stated that last year the Library Board adopted formal resolutions on the final budget in August. This was done in consultation with the county legal department. It was agreed that going forward, the Library and Park Boards would start adopting resolutions. This resolution has been

prepared because it is a preliminary approval. If the budget is not approved today, Mr. Logan suggested the Board wait on approving the resolution when the preliminary approval is given.

Ms. Robinson asked if there is room in the timeline for the preliminary budget to be brought back with more information.

Ms. Neufeld responded that the Budget department has requested the numbers this week.

Mr. Casserley commented that the difference from last year is that we are seeking a resolution on a preliminary budget. He recommended that the topic be tabled for later in the meeting and suggested that the Board review a report with more detailed information.

Mr. Nelson and Ms. Robinson expressed their preference to review the budget in more detail.

Commissioner Ashcraft acknowledged that the budgetary process is unusual this year. He stated that the BoCC presumes that the appointed boards spend time reviewing the budget.

Ms. Robinson asked the Library Board if there is any objection to moving this agenda item to the end of the meeting. There were no objections. By unanimous consent the Library board agreed to move the item to the end.

### **Staff Day**

Mr. Casserley thanked the Library Board for allowing the Library to close on February 20<sup>th</sup> for staff day. He also thanked the Board of County Commissioners and the County Manager's Office for the opportunity to participate in the countywide session. It was a successful and energizing day.

The Library participated in two sessions, the countywide event in the morning and an agency-only event in the afternoon. The survey conducted after staff day showed the event was very positively received by staff.

### **Annual Operating Plan update**

Mr. Casserley provided an update on the annual operating plan. This month the All Managers group has been writing synopses of all of the work that has been done since 2014. They have been tracking and adding outputs and outcomes to the dashboards.

### **Monticello**

Project Coordinator, Mr. Sime, presented an update on the Monticello Library.

Early site work has started at the site. Mr. Sime showed pictures of soil being compacted on the site.

The furniture selection process will be starting next month.

This project includes the Public Building Committee's resolution designating 1% of the project cost to public art. The committee is looking forward to having the artists present to the Public Art Commission (PAC) later this month. The PAC will take a recommendation to the PBC in late March or early April. The Monticello groundbreaking will be held on May 10<sup>th</sup> at the site, starting at 7:30 a.m.

## **Blue Valley**

Mr. Sime provided an update on the Blue Valley project. Concept design is continuing. The team anticipates bringing an information presentation of the concept design to the Library Board in May. The literary park study is paused at this time while the team considers the building.

The project is still at the early stages.

## **Lenexa City Center update**

Mr. Sime introduced Rick Schladweiler, senior design architect with Hollis + Miller Architects. Mr. Schladweiler gave a presentation on the schematic design package for the Lenexa Library.

Guiding Principles for the project were developed at the start of the project. They are specific to the Lenexa branch and include ideas collected from the community public meeting.

1. Provide access to ideas, information, experiences and materials that support and enrich people's lives
2. Create an environment for people to learn, to explore, to enjoy, to create, to connect
3. Nurture our community's collective wisdom
4. Establish a Library that facilitates education, community building and convenience
5. Develop a welcoming and collaborative environment with character that is inspiring, vibrant and timeless

Mr. Schladweiler showed the site layout and a conceptual idea of the building. The building has a ribbon weaving throughout the building that is a unifying element. It also helps lead patrons to the entrances.

This is a pedestrian driven site that is also very urban. Mr. Schladweiler shared multiple views and perspectives of the Library. He showed the floorplans of the Library and included an overlay of changes that will be made based on feedback received from staff and the community.

The Library has many conference room spaces and a large open space for flexibility. He highlighted the vestibule entrance, plaza-level entrance and parking garage book drop-off.

The project is on schedule and is entering the design development phase. Construction is anticipated to start in December.

Mr. Nelson asked how the design has evolved over time.

Mr. Casserley responded that at one time a three-story building was considered. However, a two-story building is less expensive to operate than a three-story building and is the best option.

Commissioner Ashcraft asked if the City of Lenexa has been consulted regarding the architectural nature of the facility to make sure it fits with the overall site design. Mr. Schladweiler responded that they are utilizing the design guidelines provided by the City to inform their decisions.

Commissioner Ashcraft asked how the need for two entrances was determined. He noted that there is an increased cost for two-entrances.

Mr. Schladweiler answered that there is a convenience aspect to the two entrances that meets one of the guiding principles. The space is being managed to understand the flow of patron traffic. The public will be coming in from the parking garage and the strata and the two-level entry works well with the site layout. Hollis + Miller has considered the anticipated pedestrian traffic of the site as well as the different user groups.

Mr. Logan commented that the City donated additional ground to allow for the second entryway and are supportive of the two entries.

The design is within budget

## **Updates**

### **Interview with Candice Millard**

Mr. Casserley recently had the opportunity to interview Candice Millard, award winning author of “Hero of the Empire”. Ms. Millard was the honorary host of the Stay at Home and Read a Book Ball. The interview aired on KC Live on channel 41. Mr. Casserley stated that it was a privilege to meet her.

### **MakerSpace press coverage**

The MakerSpace also recently received press coverage from KCTV%. Maker Librarians, Meredith Nelson and Nick Ward-Bopp shared the resources and programs that are available in the MakerSpace.

### **Jack Gantos Author Visit**

Author, Jack Gantos, recently visited the Johnson County Library. Mr. Gantos gave an engaging presentation and also spoke with teens in incarcerated services.

## **Budget**

Ms. Neufeld provided the Library Board with a report showing changes in the budget. She explained the three columns on the report: budget year base, budget year requested and budget year recommended.

The budget year base is the 2018 base that the budget department rolls forward; it is based on the 2017 budget. The budget year requested column shows the amount projected by the JCL budget office after analysis of spending throughout the year. The budget year recommended column is the amount the County budget office is recommending, although this column has not yet been completed by county.

Mr. Casserley and Ms. Neufeld began to review the changes made to the budget line by line.

Ms. Griffith requested a higher-level view of the budget, comparing last year and this year and Ms. Robinson agreed that a higher-level view would be more helpful to the Board.

Ms. Neufeld presented a summary page of the operating fund and special use fund, showing the high-level changes from year-to-year.

The Library has an operating fund and a special-use fund. The special-use fund is used for paying down debt or paying the Public Building Commission capital leases.

Commissioner Ashcraft asked if the Board would have access to notes explaining the significant shifts made in the budget from last year to this year.

Ms. Robinson asked why the budget documentation being presented is different than the high-level view presented in previous years.

Ms. Neufeld responded that this is the proposed budget and that the Board will see the familiar documentation later in the year.

Mr. Casserley commented that the Board has not previously approved a resolution at this time of year. Also, the abbreviated timeframe of the budget cycle has altered the process.

Mr. Logan advised that he would like the Library Board to approve the preliminary resolution on a going forward basis, however, it is not a crucial step if the timing is not correct for the Board.

Commissioner Ashcraft asked if the numbers in the preliminary budget can still be changed.

Mr. Casserley responded that it will be changed, that this is an iterative process as the Library works with the County Budget office. Approving the preliminary budget is more a procedural step, acknowledging the work that has been completed so far.

Ms. Neufeld and Mr. Casserley will come before the Board later this year with a request to approve the final budget.

With this understanding, Mr. Logan requested that the resolution be deferred by consent of the Board until the final budget is presented for approval.

The Board asked to receive clear and concise budget documentation.

Mr. Casserley noted that we will put the preliminary budget information into a report that is similar to what the Board has seen before. The Library will move forward with the budget process, but we will not ask for approval of the preliminary budget at this time.

In response to a question from Ms. Ruot, Ms. Neufeld noted the final budget is due in August.

Commissioner Ashcraft asked when the Library Board will need to take action on the budget.

Ms. Neufeld answered that this year, the Library Board most likely have final numbers in either May or June.

Ms. Robinson requested the Library Board as a whole receive the budget numbers she will be presenting to the BoCC in May. Ms. Neufeld agreed.

Mr. Casserley commented on the iterative nature of the budget process.

Commissioner Ashcraft noted that some communities' complete priority based budgeting. They set out a series of priority based elements and program elements are included or excluded as funds are made available.

## UPDATE

### Consent Agenda

1. Minutes of the February 9, 2017 Library Board meeting

**Motion:** Amy Ruo moved to approve the consent agenda.

**Second:** JR Riley

**Motion carried 6 to 0**

### NEW BUSINESS

#### Board Action: Consideration of revised ARM 50-30-25

Mr. Logan introduced the consideration of revision to ARM 50-30-25. The Library Board's regulation on "Contracts," ARM 30-50-25, has not been revised since 2011. Legal counsel felt that some revisions were in order.

Recommended revisions:

- The primary purpose of the revisions is to reinforce the Library's adherence to the Kansas Cash Basis Law ("KCBL") and the Kansas Tort Claims Act ("KTCA") in contracts between the Library and contractors.
- KCBL has the effect of restricting most agreements to terms of one year. KTCA limits the Library's liability in tort claims. It is particularly important to be careful that indemnification provisions in contracts do not expand Library liability under the KTCA.
- Section o. is a new section pertaining to KTCA. It explains the Library's protections under KTCA. Additionally, Section o. makes explicit that Library contracts do not waive KTCA immunities, regardless of contract indemnification provisions.
- Section p. clarifies when the Library must use the Standard Library Contract Addendum.
- Section q. is added to reinforce adherence to KCBL and KTCA. It also specifies that potential contractors have notice of the Library's requirements under KCBL and KTCA through ARM 50-30-25, which is published on the library's website.

**Motion:** John Nelson moved that the Library Board approve the amendments to ARM 50-30-25.

**Second:** JR Riley

**Motion carried 6 to 0**

## **Board Action: Consideration of approval of contract with Premier Consulting, Inc. for the Phase 2 Re-Roof project**

Mr. Casserley introduced the consideration of approval of contract with Premier Consulting, Inc. for the partial roof replacement of the Central Resource Library to the Board.

The roof was replaced during the acquisition and remodeling of the building in 1995. Unfortunately, the existing roof was not removed before the new roof was installed. Some areas of the roof have 3 different roofs applied. The roof will have to be removed down to the deck and new insulation and roofing applied. This is a phased project and this is phase 2 of 3. The roofs in this phase are the two large sections over the middle of the building. The final phase will be completed as funds become available.

Mr. Logan noted that the contract has been reviewed by counsel and the agreement is in good form.

**Motion:** JR Riley moved that the Library Board of Directors approve the partial roof replacement for the Central Library for \$393,465.00

**Second:** Nancy Hupp

**Motion carried 6 to 0**

## **Board Action: Consideration of approval of the revised Interlocal agreement with Olathe Public Library**

Mr. Casserley presented the revised Interlocal agreement with Olathe Public Library for 2017. The interlocal agreement is identical to last year's agreement. The agreement charges the Olathe Public Library 23% based on population on direct cost to the Johnson County Library.

Commissioner Ashcraft asked if this is full cost recovery.

Mr. Casserley responded that these are direct costs. Olathe Public Library and Johnson County Library have been working on calculating direct and indirect costs and he will provide the full report at the April Library Board meeting.

**Motion:** Bethany Griffith moved to approve the proposed memorandum of interlocal cooperation agreement with the Olathe Public Library through December 31, 2017.

**Second:** JR Riley

**Motion carried 6 to 0**

Ms. Robinson announced that the Library Board will go into executive session.

Mr. Logan clarified that the Board will go into two separate and consecutive executive sessions using two separate motions because the topics that will be discussed are different. No action will be taken after either executive session. The Board will come out of the first executive session, reconvene the public meeting, and then make the second motion.

## **EXECUTIVE SESSION**

**Motion:** John Nelson moved that the Library Board recess into executive session for a period not to exceed ten (10) minutes for consultation with Library counsel that is deemed privileged



under the attorney-client relationship. The subject of the discussion during the executive session will be review of a claim.

The Library Board will reconvene in this meeting room at 5:50 p.m. It is anticipated that a motion to recess into a second executive session on a n unrelated matter will be taken when the Library Board returns to its regular meeting.

**Second:** JR Riley

**Motion carried 6 to 0**

The Library Board reconvened at 5:50 p.m. No votes were taken.

**Motion:** John Nelson moved that the Library Board recess into executive session for a period not to exceed five (5) minutes for discussions under the Open Meetings Act exception for non-elected personnel. The subject of the discussion during the executive session will be matter related to personnel.

The Library Board will reconvene in this meeting room at 5:55 p.m.

**Second:** JR Riley

**Motion carried 6 to 0**

The Library Board returned to public session at 5:55 p.m. No votes were taken.

## ADJOURNMENT

**Motion:** John Nelson moved the Library Board adjourn.

**Second:** JR Riley

**Motion carried 5 to 0**

The meeting adjourned at 5:56 p.m.

DATE\_\_\_\_\_

SECRETARY\_\_\_\_\_

John Nelson

CHAIR \_\_\_\_\_

Pam Robinson

SIGNED\_\_\_\_\_

Sean Casserley

**JOHNSON COUNTY LIBRARY**

**SUMMARY OF NEW AND/OR  
RENEWED CONTRACTS  
Feb-17**

<b>VENDOR</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
Northeast Kansas Library System	Courier Service	\$1,800.00
3Wire Consulting Group, LLC	Development program and workshops	\$14,310.00
	<b>Total</b>	<b>\$16,110.00</b>

**SIGNED:**

\_\_\_\_\_  
**Finance Director**

**JOHNSON COUNTY LIBRARY  
GIFT FUND  
TREASURER'S REPORT**  
Period: FEB-2017

	Receipts	Payments	Balance
<b>Opening cash balance</b>			<b>\$99,290.11</b>
Add Receipts	\$63.91		
Less Payments		\$44,095.07	
<b>Ending Cash balance</b>			<b>\$55,258.95</b>
Less Liabilities		\$23,584.52	
<b>Unobligated cash balance</b>			<b>\$31,674.43</b>

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

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

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

**From:** Sean Casserley, County Librarian

**Date:** April 13, 2017

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**Issue:** The annual election of officers of the Library Board of Directors.

**Background:** Administrative regulation ARM 10-50-10, Bylaws of the Board of Directors, guides the annual election of officers. The officers of the board include a chair, vice chair/secretary, and treasurer. Officers serve a term of one-year commencing immediately upon election.

The Nominating Committee, Amy Ruo and JR Riley, will present the slate of proposed officers to the Library Board.

**Recommendation:**

That the Library Board of Directors elect the recommended slate of officers for the 2017-2018 year.

**Suggested Motion:**

I move that the Library Board of Directors elect the recommended slate of officers for the 2017-2018 year.