



**Board Report
June 8, 2017**

AGENDA

JOHNSON COUNTY LIBRARY BOARD OF DIRECTORS
REGULAR MEETING, JUNE 8, 2017
CENTRAL LIBRARY
CARMACK MEETING ROOM
4:00 PM

I. Call to Order

II. Citizen Comments

III. Remarks

- A. Members of the Johnson County Library Board of Directors
- B. Pam Robinson, Board Chair
- C. Friends of the Library, Jim Minges
- D. Michaela Scruggs, Johnson County Library Foundation
- E. Commissioner Ashcraft, Liason, Board of County Commissioners

IV. Reports

- A. Board Counsel - Fred Logan
 - 1. Legal Aspects of Filtering
 - 2. IT as a Core Service
- B. County Librarian Report.....4
 - 1. Finances and Statistics - Nicki Neufeld
 - 2. Strategic Plan
 - a) Materials handling implementation update - Michelle Olsen....15
 - 3. Comprehensive Library Master Plan - Mike Heffernan
 - a) Monticello update.....22
 - b) Lenexa City Center update.....29
 - c) Blue Valley update.....34
- C. Updates
 - 1. Book Marks - A Hike thru History
 - 2. Start of the Summer Reading Program

V. Consent Agenda

- A. Action Items
 - 1. Minutes of the May 11, 2017 Library Board Meeting.....38
- B. Information Items
 - 1. Summary of New and/or Renewed Contracts.....46
 - 2. Financial and Personnel
 - a) The County Librarian and the Finance Director certify those payment vouchers and personnel authorizations for April 2017 were handled in accordance with Library and County policy
 - b) The April 2017 Revenue and Expenditure reports produced from the County's financial system reflect the Library's revenue and expenditures

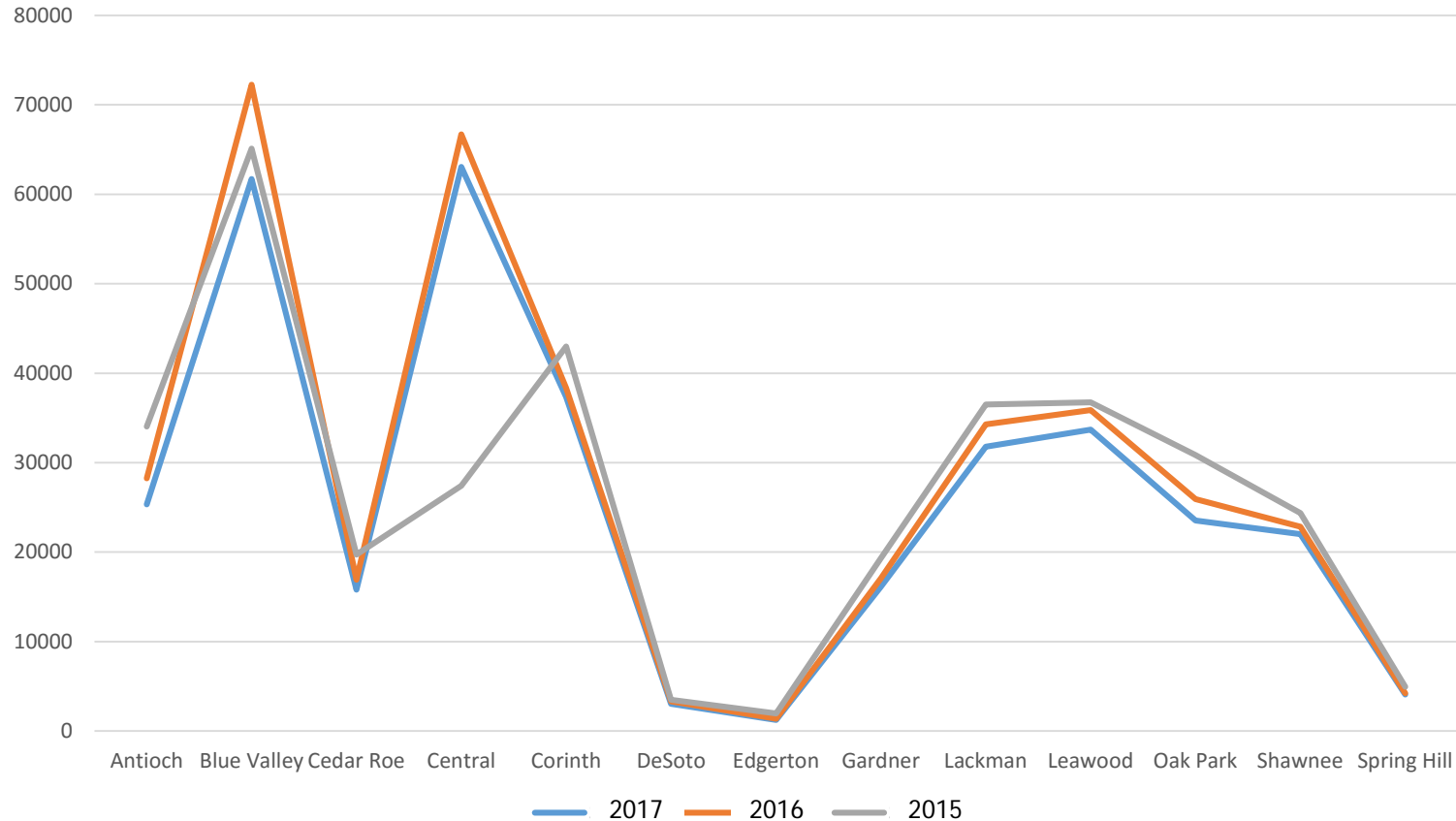
C. Gift Fund Report	
1. Treasurer's Report.....	47
VI. Old Business	
VII. New Business	
A. Board Action	
1. Consideration of approval of the 3rd Addendum to the Property Conveyance Agreement.....	48
VIII. Adjournment	

County Librarian's Report

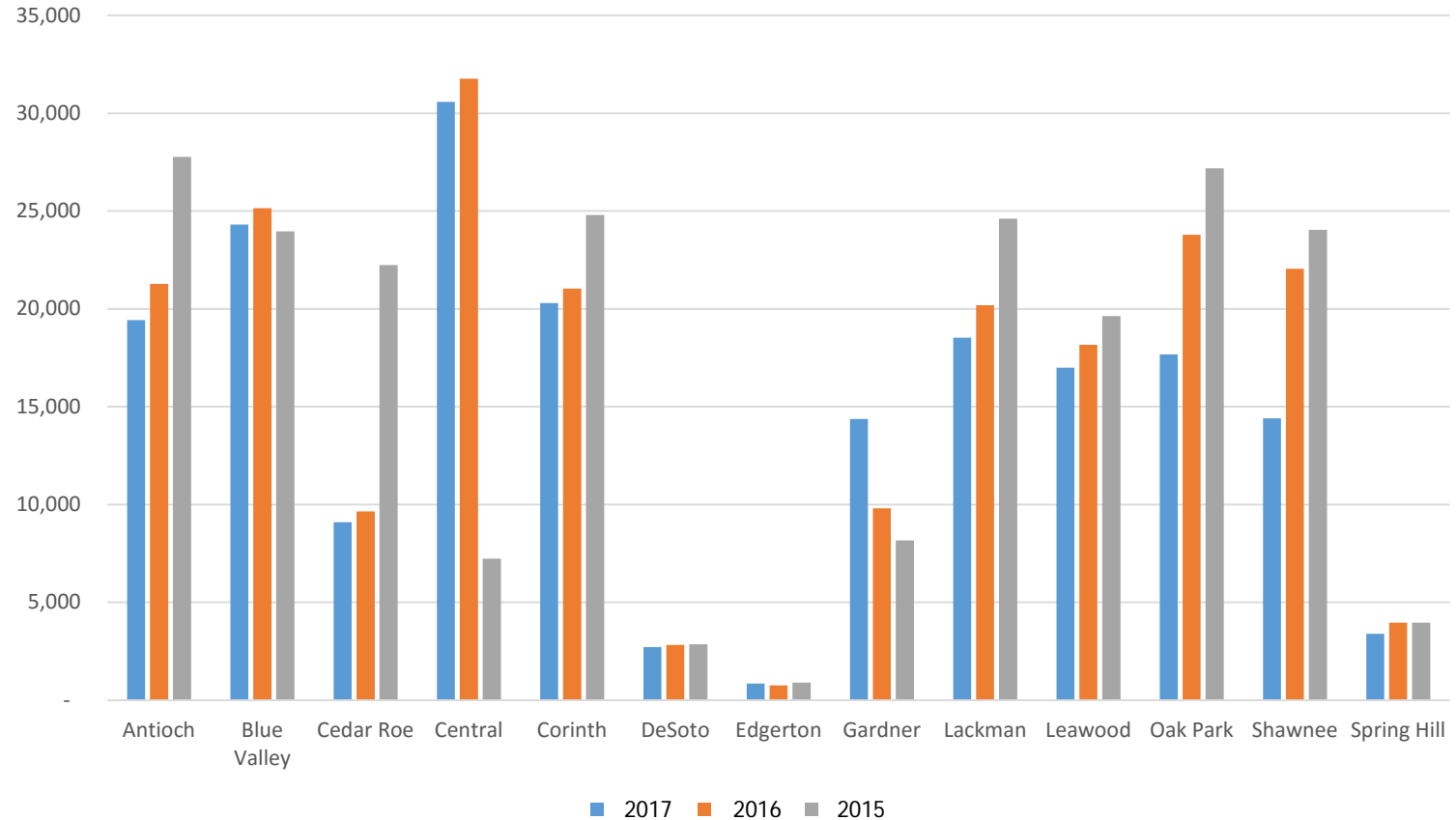
Presented June 8, 2017



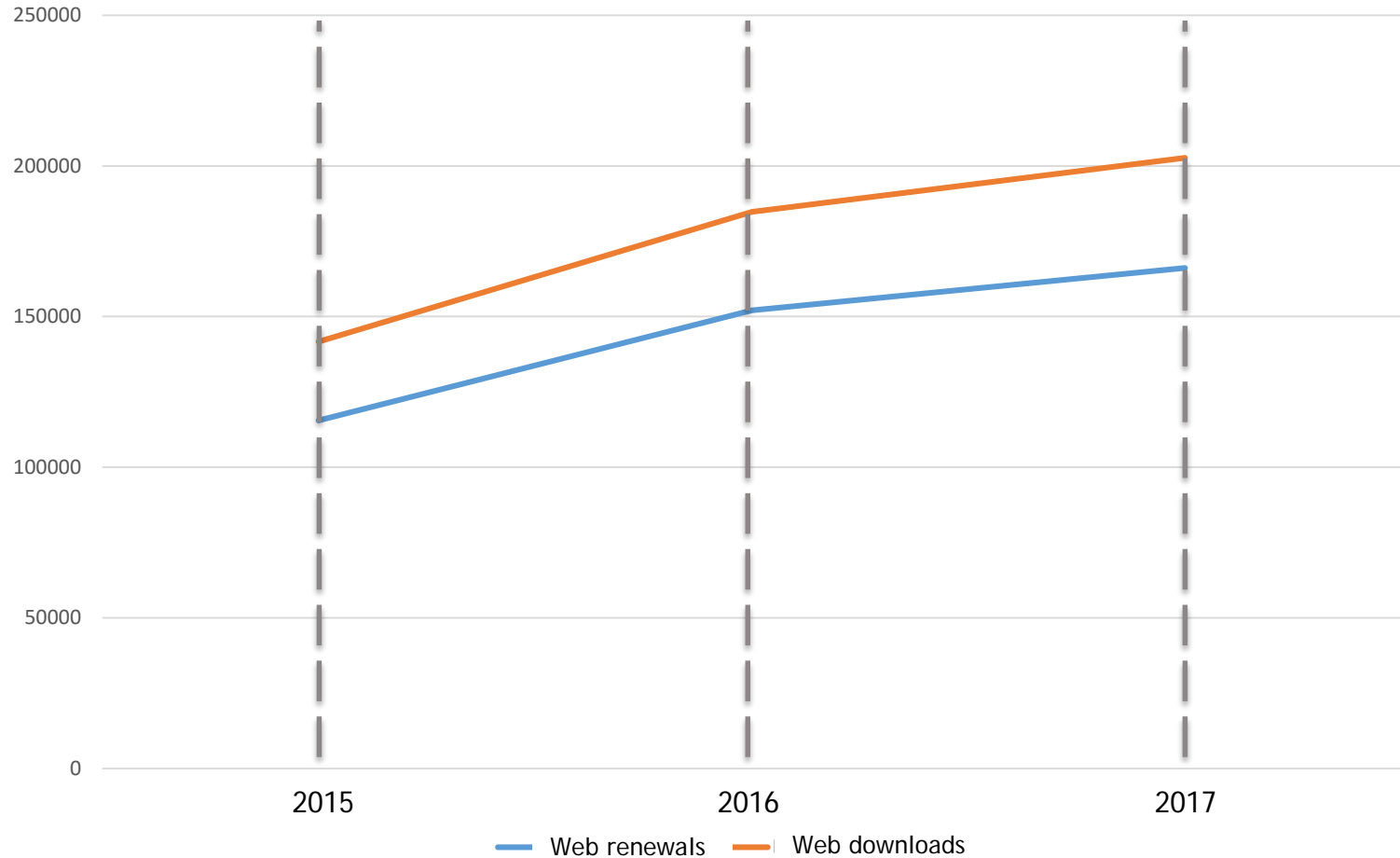
Branch Circulation: April 2017



Branch Visits: April 2017



Electronic Circulation: April 2017



JOHNSON COUNTY LIBRARY: Summary of Expenditures by Cost Category (.75 Increase Only)
April 2017
33% of year lapsed

OPERATING FUND

	2017 Budget
Programs	
Revenue	2,025,288
Administrative Services	
Information Technology	
Collection Development	300,000
Branch/Systemwide Services	
Transfer to Capital Projects	
Interfund Transfers	115,000
TOTAL OPERATING FUND EXPENDITURES	<u>\$415,000</u>
TOTAL .75 INCREASE FUNDS REMAINING OPERATING	<u><u>\$1,610,288</u></u>

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	
TOTAL SPECIAL USE FUND EXPENDITURES	<u>\$0</u>
TOTAL .75 INCREASE FUNDS REMAINING SPECIAL USE	<u><u>\$3,583,750</u></u>
TOTAL .75 INCREASE FUNDS REMAINING ALL FUNDS	<u><u>\$5,194,038</u></u>

Scheduled Replacement Account

REVENUE RECEIVED TO DATE

2015 Fund Transfer	350,000
2016 Fund Transfer	699,000
2017 Fund Transfer	1,130,250

Total Revenue	<u>2,179,250</u>
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2017

Contractual Services	1,005,700
Building Repair	43,077
Architectural Services	18,000
Furnishings and Office Equipment	73,032
HVAC	138,278
Sorter Parts and Labor	19,146
Security System Maint & Repair	33,549
Passenger Vehicle	21,192

1,351,974

Budget Remaining

827,276

JOHNSON COUNTY LIBRARY TOTAL REVENUE REPORT

April 2017

33% of Year Lapsed

REVENUE ALL FUNDS	2017 Year to Date	2017 Budget	% Budget Year to Date	% Budget YTD Prior Year
Ad Valorem	16,826,249	29,255,726	57%	57%
Ad Valorem Delinquent	235,402	278,294	84%	114%
Motor Vehicle	685,162	2,987,490	22%	26%
Library Generated - Copying/Printing	34,894	97,309	35%	35%
Library Generated - Overdues / Fees	210,416	777,365	27%	29%
Sale of Library Books	25,000	57,832	43%	50%
Misc Other	3,605	340,753	1%	10%
Library Generated - Other Charges	0	3,570	0%	0%
Investment	64,418	76,791	83%	88%
Unencumbered Balance Forward	0	16,590	0%	0%
Recreational Vehicle Tax	6,153	7,956	77%	68%
Commercial Vehicle Tax	41,140	68,114	60%	88%
Heavy Trucks Tax	1,969	2,588	76%	63%
Rental Excise Tax	13,373	31,710	42%	47%
State and Federal Grants	132,153	247,260	53%	57%
TOTAL REVENUE	18,279,933	34,249,348	53%	54%

JOHNSON COUNTY LIBRARY: Summary of Expenditures by Cost Category
April 2017
33% Year Lapsed

OPERATING FUND		2017	2017	% Program
	Programs	Year to Date	Budget	Expended
	Administrative Services	1,302,530	5,831,803	22%
	Information Technology	873,254	2,188,111	40%
	Collection Development	1,139,615	3,296,190	35%
	Branch/Systemwide Services	4,144,698	13,493,094	31%
	Risk Management Charges	22,911	92,494	25%
	Grants *	624	247,260	0%
	Transfer to Capital Projects	0	4,092,493	0%
	Incremental Tax Fund	0	124,178	0%
	Interfund Transfer	0	115,259	0%

TOTAL OPERATING FUND EXPENDITURES	7,483,632	29,480,882	25%
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* Includes expenditures for 2017 calendar year only. The life of the grant may cover more than one year.

SPECIAL USE FUND		2017	2017	% Budget
		Year to Date	Budget	Expended
	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%

TOTAL SPECIAL USE FUND EXPENDITURES	101,648	\$4,768,466	2%
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TOTAL EXPENDITURES	\$7,585,279	\$34,249,348	22%
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JOHNSON COUNTY LIBRARY: Summary of Expenditures by Type
April 2017
33% Year Lapsed

ALL FUNDS	2017	2017	% Categories
Categories	Year to Date	Budget	Expended
Salaries and Benefits	4,905,128	15,918,347	31%
Contractual Services	1,404,405	5,049,948	28%
Commodities	1,153,139	4,173,950	28%
Risk Management Charges	22,911	92,494	25%
Capital / Maintenance / Repair	0	4,092,493	0%
Transfer to Debt Payment	47,924	975,847	5%
Transfer to PBC Capital Leases	51,150	3,583,750	1%
Grants	624	247,260	0%
Interfund Transfer	0	115,259	0%
TOTAL EXPENDITURES	\$7,585,279	34,249,348	22%

JOHNSON COUNTY LIBRARY

GRANTS MONTHLY REPORT

GRANTS*	Expenditures through 4/30/2017	Source	Received	Expenditures	Grant Award	Budget Remaining
285000065	2014 Check up and Check Out	State	7/1/2013	\$2,975.23	\$5,250.00	\$2,274.77
285000078	2017 State Aid Grant	State	2/22/2017		\$132,152.62	\$132,152.62

*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		\$3,288.49	\$3,288.49
Advertising/Promotion		0.00	0.00
Collection Materials		0.00	0.00
Professional Development/Staff Recognition		120.06	4,159.51
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
Joint Board Meeting Expense		0.00	463.43
Board Travel Expences		0.00	424.00
Miscellaneous		0.00	1,065.23
Total Expenditures		\$ 3,408.55	\$ 9,400.66

Materials Handling Update

Automated Materials Handling RFP – June
2017



Automated Return and Sorting System



Ancillary RFID Solutions



AMH RFP Scope

- Automated Sorting Systems
 - Monticello
 - Lenexa City Center
 - Corinth
 - Antioch
- For Monticello, Lenexa City Center
 - Conveyance from Exterior Book Return
 - Self Checks
 - Security Gates
 - RFID Pads



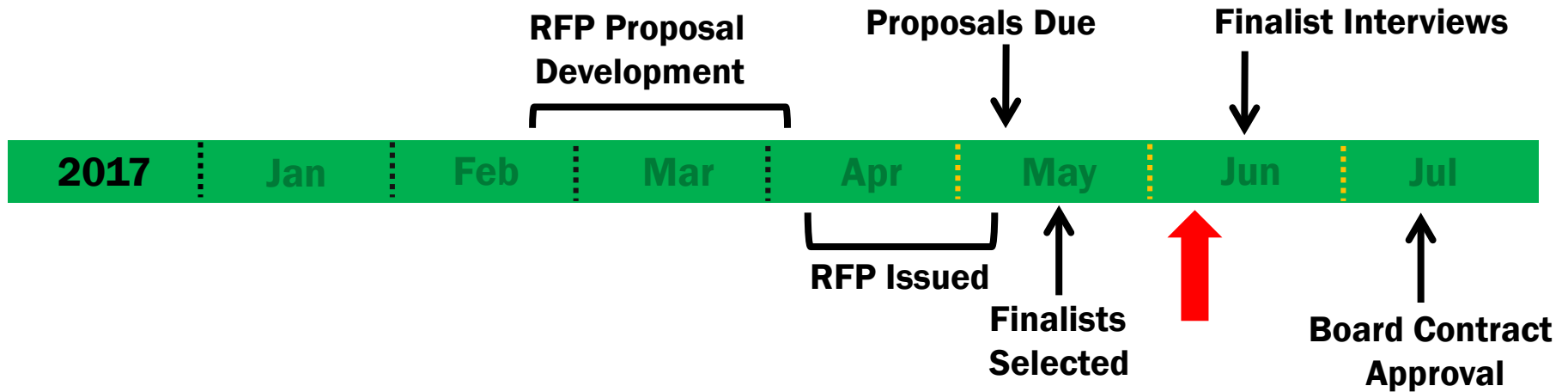
Automated Materials Handling RFP

- Four Manufacturers responded with proposals
- Interviewing two finalists on 06/13
- Contract Approval by Library Board on 07/13



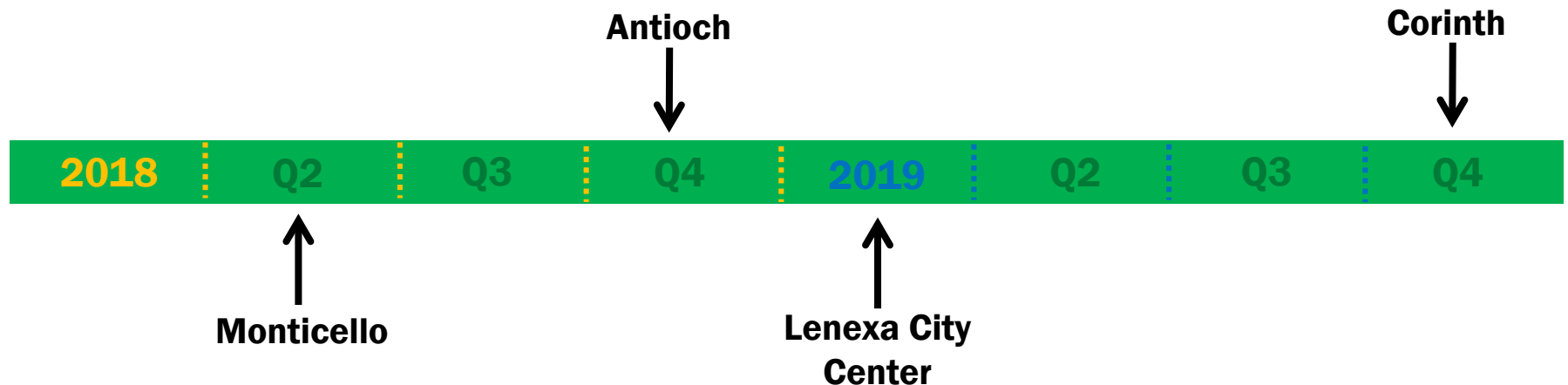
Automated Materials Handling RFP

Current Timeline



Automated Materials Handling RFP

Anticipated Installation Timeline



Monticello Library

Update – June 2017



Updates

- Construction Update
- Public Art Update
- Next Steps
- Timeline



Construction Update



Construction Update



Public Art Update

- PBC approved public art

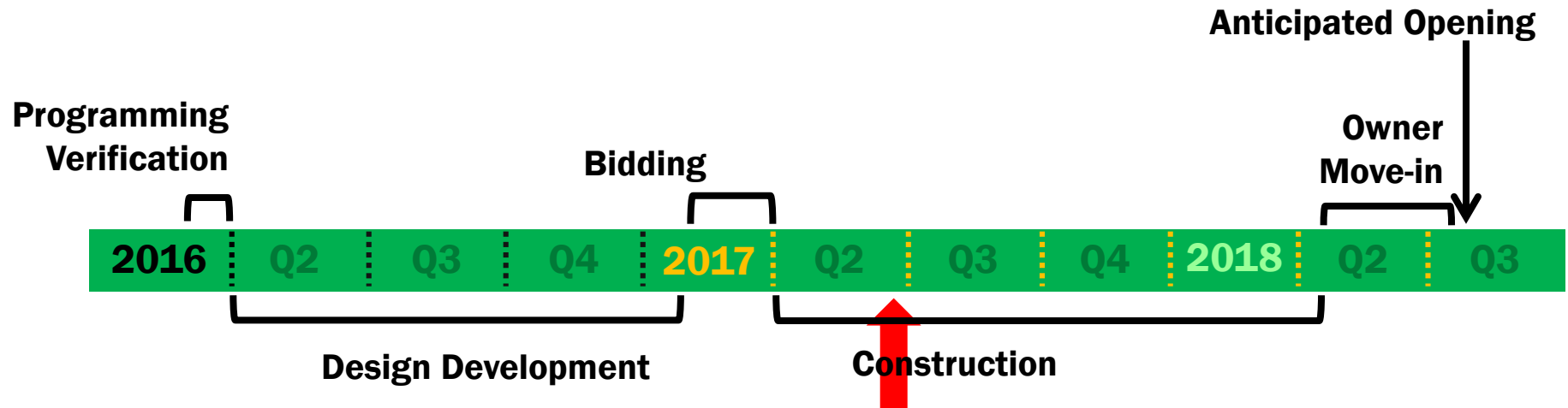


Next Steps

- Continuing with furniture selection
- More Construction
- Hard Hat Tours on June 20, at 3:30pm



Monticello Library Anticipated Timeline



Lenexa City Center Library

Update – June 2017



Updates

- Design update
- Public Art update
- Timeline update



Design Update

- City Council approval of Lenexa City Center Library's final plan



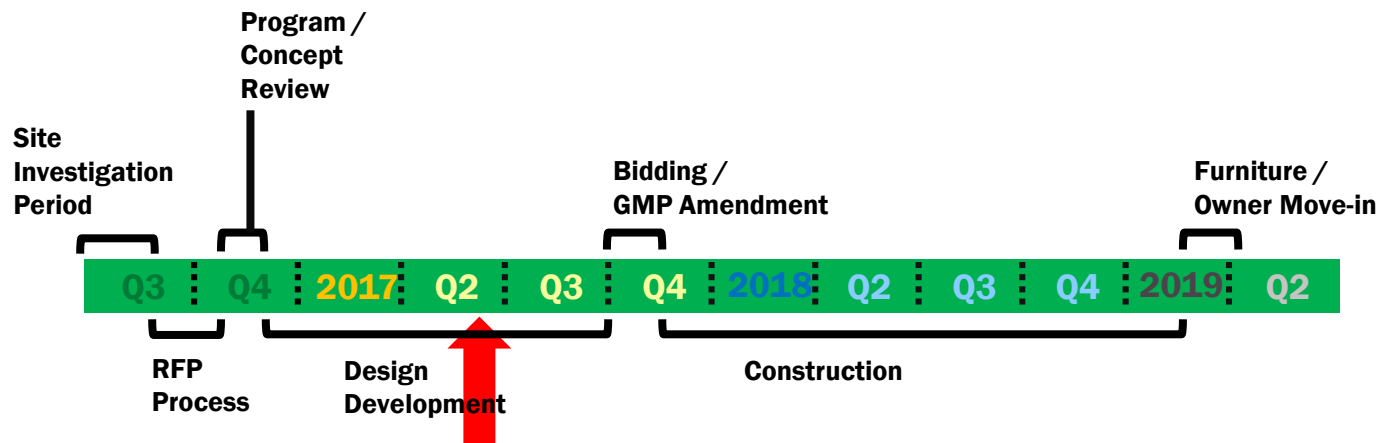
Public Art Update

- Artist proposal development in progress
- Anticipating taking the proposal to the Public Art Commission (PAC) in Q3 2017.



Lenexa City Center Library

Anticipated Timeline



(updated 7/15/16)



Blue Valley Studies

Update – June 2017



Updates

- Library Study:
 - Overland Park Community Development Committee meeting on 6/7
 - Library Board action item in July

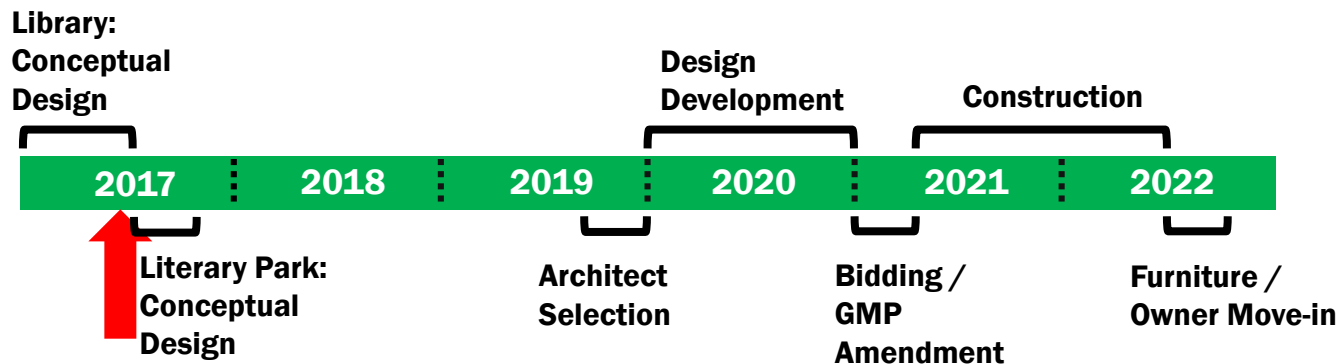


Updates

- Literary Park Study:
 - Concept Design anticipated to resume after Library Study concludes



Blue Valley Anticipated Timeline



(updated 03/03/17)



**MINUTES JOHNSON COUNTY LIBRARY BOARD
REGULAR MEETING
Thursday, May 11, 2017
Central Resource Library
4:00 p.m.**

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

BOARD ATTORNEY: Not present

BOCC: Commissioner Ashcraft

FRIENDS OF THE LIBRARY: Julie Steiner

STAFF: Ellen Welch, Michelle Olsen, Laura Hunt, Jennifer Mahnken, Nicki Neufeld, Stephanie Neu, Susan Mong, Michelle Beesley, Adam Wathen, Nancy Birmingham, Linda King, Christopher Leitch, Mike Heffernan, Tricia Suellentrop, Sean Casserley, Scott Sime, Michelle Olsen, Michaela Scruggs

GUESTS: Rick Wise, Bob Zender, Georgia Sizemore, Zack Hangauer, Lynne Brown, Jason Glasrud

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

CITIZEN COMMENTS

There were none.

BOARD OF DIRECTORS COMMENTS

Ms. Hupp commented that the Monticello groundbreaking was outstanding and stated that Mr. Nelson represented the Library Board well.

Mr. Nelson complimented staff who put the groundbreaking event together; it was a good event. He received many compliments on the event from community members who were in attendance.

Ms. Robinson thanked Mr. Nelson for representing the Library Board at the groundbreaking. She also complimented the Friends of the Library and Foundation on the Leadership Summit featuring Tanner Colby.

Ms. Ruo shared that the groundbreaking was well done and thanked everyone who worked on the event.

Friends of the Library

Julie Steiner reported for the Friends of the Library. The June Sizzlin' Summer Book Sale will be held at the Johnson County Community College Gym; the college has been helpful and accommodating. There will be approximately 50,000 items for sale. The Friends member preview sale will be June 7th, with the regular sale running June 8th through 10th. The Friends currently have 719 members. Books store sales increased slightly in April and internet sales are holding steady at \$10,000 per month.

At the April Volunteer Recognition, the Shankel award for distinguished service was awarded to three recipients.

The Friends nominating committee is working to identify new Board members; there will be six seats open. Julie encouraged the Board to let Christopher Leitch know if they know anyone who may be interested in serving on the Friends Board.

JOHNSON COUNTY LIBRARY FOUNDATION

Foundation Executive Director, Susan Mong, reported that planning for the Library Lets Loose is ahead of schedule. 10 of 12 food vendors have been confirmed. There are 12 confirmed sponsors, the sponsorship total is \$35,500. The entire Board and event committee will continue to work on sponsorships.

Presenting hosts, Bob and Ann Regnier have signed over 400 sponsorship request letters.

The Foundation is proud to be funding a new 6 by 6 space at the Leawood branch. An unveiling will occur in August. There will be more details to come.

The Foundation will be wrapping up the strategic plan at the end of 2017. The Board is meeting in June to update the plan for the next three years and create an operational plan for 2018.

The Foundation presented the Library Board with a big check in the amount of \$138,387. This amount represents the annual contribution from the Foundation to the Library in support of the collections, as well as the reimbursement to the Library for 75% of the Executive Director's salary.

BOARD OF COUNTY COMMISSIONER REPORT

Commissioner Ashcraft had no report.

COUNTY LIBRARIAN REPORT

Budget update

Finance Director, Nicki Neufeld, reported on the finances. Revenue as of March 2017 is at 53% received for the year, last year at this time we were at 51%. The Library is at 17% spent down for the year, this is as expected.

Ms. Neufeld reviewed the budget with the Library Board. The memorandum from legal counsel outlines the role of the County Librarian, Board and Board of County Commissioners in the budget process. The Library Board is supporting the County Librarian's recommended budget.

Ms. Robinson asked Ms. Neufeld to review the budget process with emphasis on the committees and individuals that have vetted the budget to this point.

The Library has gone through the Capital Improvement Committee where capital improvement projects are reviewed, including Monticello, Lenexa, Blue Valley and sorters for different branches. The Library also works through the Capital Replacement Plan (CRP) which helps to maintain the infrastructure of our capital assets, buildings and parking lots. For these processes the Library goes through a committee at the county-level. The committee includes individuals from many county departments,

including the budget office. The committee reviews capital projects for the entire county and decides the priority. The priorities are then recommended to the County Manager to include in the budget.

The Library also went through the Personnel Review Committee (PRC). This was a new process for the Library this year as we requested additional Full Time Equivalents (FTEs) to staff Monticello and support the expanding Library system. The PRC is staffed with representation from the budget department, county manager's office and various other departments. The PRC reviews requests from all departments and agencies in the county and approves FTE requests based on priority level and funding. Ms. Neufeld noted that the Library is a little different as it is its own separate taxing agency. The FTEs are still reviewed by the PRC on a countywide basis.

The County Librarian, Finance Director and county Budget Analyst, David Vratny, then work on the individual details of the budget lines. When completed the budget is submitted to the County Budget office and County Manager. The budget then goes to the Library Board for approval, when approved it goes to the BoCC for review.

Ms. Robinson commented that she felt it was helpful to review the many steps and approvals the budget has gone through to this point.

Ms. Neufeld noted that the next step in the budget process will be for the Library Board to approve the recommended budget. The budget will then go before the BoCC for discussion and questions. At the end of July there is a public hearing and it will be finalized by the end of August.

Ms. Hupp asked if we anticipate approval of the request for additional staff.

Mr. Casserley commented that the Library has shared the staffing model rationale with the BoCC and that we have not received an indication that the request will not be approved.

Mr. Nelson asked if the commodities increase reflected in the budget is related to the new branches.

Ms. Neufeld answered that the increase in commodities does include a \$700,000 increase that will support the addition of the Monticello collection. The increase is less than originally anticipated due to an approach the Library is taking to increase the amount of materials in the system by adjusting the collection weeding processes.

Commissioner Ashcraft commented that Mr. Casserley's review of the Library's staffing opportunities is thoroughly summarized.

Commissioner Ashcraft asked if there has been discussion about outcome measures and key impacts of Library to the community. He would like outcome measures to be included in the annual budgeting process.

Commissioner Ashcraft asked if the long-term strategic plans to grow the collection is included in the budget? He asked what the strategic collection goals are and if they are key performance indicators.

Mr. Casserley noted that the measure is not reflected in the budget document and it is tied to the education theme of the strategic plan. He offered that the question is how many books should the Johnson County Library system have? The answer is not related to shelving space. At JCL we try to "right size" the collection and understand the needs and wants of the community. We want to put books on the shelf that have a high probability of being checked out by our patrons. The Library system has the capacity to fill our shelves with two million materials, however we "right size" to approximately a

million items. Our process is based on a formula. The average age of materials on our shelves is 3 years of age; this number drives our circulation, keeps our branches vibrant and meets the needs of the community.

Mr. Casserley shared that the estimated cost of filling the shelves of Monticello was \$2 million dollars. Our Collection Manager put a plan in place to begin filling shelves in the system more fully and reduce weeding of materials. The excess collection will be used to fill the shelves of Monticello; this plan offers a savings of a million dollars.

Mr. Casserley noted that output and outcome measures have also been included in dashboard reports that record the work of the strategic plan since 2014.

Commissioner Ashcraft asked if specialized collections are also a component of a robust system.

Mr. Casserley responded that we do have a specialized genealogy section and Midcontinent also has a tremendous genealogy collection. Specialty collections are expensive to maintain and often have a limited patron base. We are a suburban library and we aim to meet suburban needs through the quality of the fiction and non-fiction collections. Our turnover ratios are high, showing that our philosophy and practices meet the needs of the community. Mr. Casserley commented that part of our philosophy is that there is no purpose to buying a book that no one will check out. If a patron wants something that is not in our collection; we offer Interlibrary Loan services. 95% to 98% of every ebook purchased by the Library has circulated, demonstrating the high circulation rate of our collection.

Ms. Neufeld highlighted the Library's operating fund. Overall expenditures are proposed to increase by 3.2 million dollars as compared to fiscal year 2017. The increase is due to a 2.5 million increase in personnel related to the additional 47.7 FTE to staff Monticello and support the system.

There is a decrease of close to one million dollars in contractual services. This represents a movement of funding into special use and the commodities sections. There is a \$750,000 increase in commodities that primarily represents money for the collection.

There is a transfer to capital projects for \$1.1 million of the Library Capital Replacement plan to support infrastructure.

Ms. Robinson noted that the form the budgets are in comes from the County. The document format is the standard for all agencies and departments.

Ms. Neufeld reviewed the special use fund which accounts for debt service through the PBC and existing debt.

Strategic Plan

Materials Handling Implementation

Circulation Manager, Michelle Olsen, provided an update on the implementation of materials handling projects. These projects originated from the materials handling study that was completed in 2015. The full implementation handling study is posted to the Library Board portal.

In 2015, the Library underwent the Comprehensive Library Master Plan (CLMP). The report was finished in April 2015. In September of that year, the Board prioritized the projects. One priority was a study of an operations center. With consideration we took a step back and opted to broaden the study

review and evaluate JCL's materials handling ecosystem with a critical eye on increasing efficiencies, quicker delivery of content, lowering costs and recommendations for future materials handling. The focus then shifted from an operations center to a materials handling study. The Library selected CapRock Global to complete the study. CapRock Global is an out of industry company with experience with engineering and manufacturing process refinement. The study was completed in October 2016. Since that time, staff have been working on the document and prioritizing recommendations.

One major recommendation was to centralize operations through an enterprise chain system model. This would centralize Key Functions including, materials handling, circulation, inventory management, maintenance, weeding, acquisitions, mail and ILS functions. Administration approved this project in April and it will be assigned to a project manager for implementation. Implementation of the many recommended processes will be an ongoing process.

Mr. Nelson asked that there be good communication about materials handling with the design team in the new branches. Ms. Olsen stated that she has been involved with giving input on the back-end design of the circulation areas. She stated the study is integral to the efficiency of the new branches.

Updates

Executive Director of the Johnson County Library Foundation

Mr. Casserley recognized Susan Mong, Executive Director of the Johnson County Library Foundation, who is leaving the Library to work for Park and Recreation. It has been a joy to work with Ms. Mong over the past four years. As Director of the Foundation she has redefined the annual fundraising event, has made the Foundation visible in the community, worked to simplify the financials and worked with the Foundation Board on strategic planning. Mr. Casserley thanked Ms. Mong for bringing her heart and soul to the Foundation.

Library Board Chair, Ms. Robinson, thanked Ms. Mong for bringing the Foundation to new levels.

Foundation Board President, Jason Glasrud, thanked Ms. Mong and stated that Foundation would not be where it is today without her leadership.

Monticello

Project Coordinator, Scott Sime, updated the Library Board on the Monticello project. Mr. Sime thanked the Library Board members for attending the Monticello Groundbreaking.

Mr. Sime highlighted images of construction on the site. The public art process for Monticello is continuing.

Next steps include continuing with furniture selection, building the collection and more construction. Hard hat tours of the site will begin in June.

Lenexa City Center update

Rick Schladweiler, architect with Hollis + Miller, presented on the design of the Lenexa Library. Mr. Schladweiler reviewed the guiding principles used by the team and presented a site plan. The building meets the Lenexa City Center design guidelines. Mr. Schladweiler shared multiple views of the interior and exterior of the building and discussed the materials that will be used. Multiple views of the Library Lane kiosk were shared.

Ms. Hupp asked if the City of Lenexa or the Library will be responsible for landscape maintenance.

Mr. Schladweiler responded that landscaping will be the responsibility of Lenexa.

Blue Valley

Mr. Sime opened an informational presentation on the pre-design process of the Blue Valley Library. He introduced Kate Gunja and Greg Ruether from the City of Overland Park.

Mr. Casserley thanked Ms. Gunja and Mr. Ruether for the great partnership on the project. The Comprehensive Library Master Plan (CLMP) looks for the best solution for each location through renovation, expansion or building new. Blue Valley is the third capital priority for the Library, as determined by the Library Board. We've partnered with the City of Overland Park to explore the possibility of expanding the library on its existing location. The City and Library are working together on preliminary conceptual design studies for the Blue Valley location and a Literary Park. The Library and the City of Overland Park have established a Memorandum of Understanding as we work through this project.

Mr. Casserley showed the existing site plan of the Blue Valley library.

Rick Wise, Clark Enersen, provided an overview of the schedule and process. This is an informational presentation and Clark Enersen would like to return to the Library Board in July for direction on how to move forward. A public input session is scheduled in August to ask for public feedback on plans for the building and the Literary Park. The end goal is to develop a site development plan that would be approved by the City of Overland Park and also to find agreement on a land conveyance between the Library and City.

There are two building options for Blue Valley; renovate and expand or build a new building. Mr. Wise explained the assumptions that have been made with both options. Assumptions made for the renovate and expand option include: vacating the building, temporarily leasing space, a one-story solution, double Monticello square footage, no phasing and no public art component.

Assumptions for the new building option include: the existing Library will stay open, a 2-story solution, double Monticello square footage, a public art component would be required.

The existing building was built in 1999.

Mr. Wise showed conceptual layouts of each possible solutions. Each option has the same amount of parking.

Clark Enersen also considered the difference in operational costs with each solution, and worked with another company to develop energy models of each design. The cost difference to operate the 2-story new building is estimated to be \$4200 less expensive than the renovated building.

Mr. Wise shared pros and cons of both options. Pros of the expand and renovate option include: existing building is partially re-used and a high visibility of the Literary Park. Cons include a limited connection to the Literary Park, low visibility within the community, park is along a busy roadway, building is along a quiet neighborhood and higher energy costs.

Pros of the new building include: strong visibility from 151st street, compact design (more green space), strong connection between the Library and the Literary Park and lower annual utility costs. Cons include possible impacts to new neighbors and the service side of building will be visible along England Street.

Mr. Wise compared the budgets for both options. The cost estimate does include the relocation of the existing facility and rental.

Mr. Nelson asked if there is a difference in staff cost between the renovation and new build options. Mr. Sime responded that staffing costs were compared between a one-story and two-story solution. The staffing cost was the same between both.

Commissioner Ashcraft asked if a life-cycle costing will be completed for each option.

Mr. Wise responded that the life-cycle costing can be completed.

Ms. Robinson noted that the Board has time to think about the options and ask questions. In July the Board will provide guidance to staff.

Updates

Mr. Casserley shared that the hiring of the Executive Director of the Foundation will be a collaborative process between the Foundation Board members and Library staff. The job description has been reviewed and updated. Michaela Scruggs, Executive Assistant, will temporarily take on additional responsibilities to support the operations of the Foundation. Stephanie Neu, Foundation Assistant, will also take on additional responsibilities. All county policies and procedures have been followed in this process.

Consent Agenda

1. Minutes of the April, 2017 Regular Library Board meeting

Motion: Nancy Hupp moved to approve the consent agenda

Second: Bethany Griffith

Motion carried 7 to 0

OLD BUSINESS

Consideration of the County Librarian-recommended budget

Motion: Nancy Hupp moved that the Library Board approve the County Librarian-recommended budget for submission to the County Manager's office and the Board of Commissioners.

Second: JR Riley

Motion carried 7 to 0

Mr. Nelson commented that he appreciates the additional information and thanked staff for the effort. Ms. Hupp commented that Mr. Logan's memo was very helpful.

Ms. Robinson shared that Mr. Logan is working on putting the Library's budget process in the form of a policy.

NEW BUSINESS

Consideration of a permanent sidewalk easement at Corinth

Mr. Casserley reported that the City of Prairie Village has contacted the Library and requested that it be granted an additional sidewalk easement in front of the Corinth Library. The "Permanent Sidewalk Easement" agreement would add approximately 770 square feet to the existing sidewalk easement. The City plans to widen and improve the existing sidewalk at the City's cost. This easement provides the necessary legal authority for construction, maintenance, and repair of the sidewalk. Mr. Casserley stated that he supports the easement and that the City of Prairie Village has been a great partner.

Mr. Nelson asked if there could be possible impact to future work at Corinth.

Mr. Casserley responded that the easement is small and would have no potential impact.

Motion: JR Riley moved to approve the Permanent Sidewalk Easement between the Library Board and the City of Prairie Village.

Second: Nancy Hupp

Motion carried 7 to 0

ADJOURNMENT

Motion: John Nelson moved to adjourn

Second: JR Riley

The meeting adjourned at 5:38 p.m.

DATE _____

SECRETARY _____
John Nelson

CHAIR _____
Pam Robinson

SIGNED _____
Sean Casserley

JOHNSON COUNTY LIBRARY

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

VENDOR	DESCRIPTION	AMOUNT
Consolidate Communications, Inc	2 Location WAN	\$2,175.00
World Wide Technologies	Network Assessment	\$14,000.00
Cengage	Subscription & Hosoting Services Agreement	\$24,455.98
Total		\$40,630.98

SIGNED:

Finance Director

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

			Receipts	Payments	Balance
	Opening cash balance				\$52,508.19
		Add Receipts	\$7.90		
		Less Payments		\$1,046.61	
	Ending Cash balance				\$51,469.48
		Less Liabilities		\$23,522.18	
	Unobligated cash balance				\$27,947.30

APPROVED: _____

DATE: _____

To: Johnson County Library Board of Directors
From: Sean Casserley, County Librarian
Date: June 8, 2017

Issue: Consider approving the third addendum to the Property Conveyance Agreement between the City of Lenexa and the Board of Directors of the Johnson County Library.

Background: The Library and City have agreed to the Property Conveyance Agreement, an Agreement for Shared Parking and Property Maintenance, and a First Addendum and Second Addendum, regarding the Lenexa City Center Library.

Analysis: The second addendum achieves the following:

1. Library Lane Kiosk – a license agreement between the City and the Library to construct, maintain, and operate the kiosk. This includes details for removal if the Library were ever to stop using. Farmers Markets and other special events can allow the City to modify traffic flow in the garage
2. Stair and Strata completion – we want to work with the City to complete the stair and strata and this addendum lets the Library / City / County get into the specifics of how
3. Roof encroachments – agreeing with the City that the library roof will slightly encroach over the property line and that both parties are ok with it
4. Grade Beam – The City's grade beam for the parking garage is slightly on our property and this agreement lays out how both parties will handle if any issues happen with either structure over time.
5. Trash / Recycling – the City will manage the Library's trash and recycling in exchange for a fee – to be set forth in an amended version of the Shared Parking and Maintenance agreement.
6. Parking space fees – the City and the Library agree to share maintenance costs and this will be set forth in an amended version of the Shared Parking and Maintenance agreement
7. Site Screening / Access control - The Library will construct an 8 ft plywood wall on the Stair/Strata side, and a 6' mesh fence around the rest of the property

Alternatives: 1) Approve the recommendation. 2) Not approve the recommendation.

Legal Review: Library Legal Counsel has negotiated the third addendum.

Recommendation: Approve the third addendum to the Property Conveyance Agreement between the City of Lenexa and the Board of Directors of the Johnson County Library.

Suggested Motion: I move to approve the third addendum to the Property Conveyance Agreement between the City of Lenexa and the Board of Directors of the Johnson County Library.

LOGAN LOGAN & WATSON, L.C.

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

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

ALL ATTORNEYS
ADMITTED IN KANSAS
AND MISSOURI

MEMORANDUM

To: Members of the Library Board, Sean Casserley

From: Fred Logan, counsel to the Library Board

Re: Third Addendum to the Property Conveyance Agreement between the City of Lenexa and the Board of Directors of the Johnson County Library; Amended and Restated Agreement for Shared Parking and Maintenance

Date: May 31, 2017

Background

On Tuesday, May 16, the Lenexa City Council unanimously approved the final plans for the Lenexa City Center Library. Members of the Council lavished praise on the design of the project and on Sean, Library staff, and members of the Hollis + Miller design team.

In the wake of the Council's approval of final design plans for the project, we negotiated with City legal staff final versions of the "Third Addendum to the Property Conveyance Agreement" and an "Amended and Restated Agreement for Shared Parking and Maintenance." I will ask that you approve both of these documents at your June 8 Library Board meeting. A summary of each document follows.

Third Addendum to the Property Conveyance Agreement

The Third Addendum achieves the following:

1. The Third Addendum revises section 1.10 of the Property Conveyance Agreement to expand the provisions relating to the Library Lane and Kiosk. A license is granted to the Library to maintain this "drive-through" facility in the Civic Parking Garage. The Library Lane and Kiosk was approved by the City when it approved the final design plans.

2. Section 1.13 includes more detail with respect to fencing that will be erected during construction.

3. As you know, the Library and the City have agreed that they will work together on the timing of construction of the portion of the “Stair and Strata,” now called the “Stair and Lower Commons,” that will be immediately adjacent to the Lenexa City Center Library. They have made that agreement to avoid the unnecessary expense that would be generated by the Library having to tear out construction work recently done by the City. The provisions of section 1.14 address these issues.

4. Section 1.15 references the fact that the parties are addressing trash and recycling removal in a separate “Amended and Restated Agreement for Shared Parking and Property Maintenance.”

5. In new section 1.16, the City grants the Library a perpetual encroachment with respect to that portion of the new Library’s roof line that projects over the boundary of the Library property.

6. In new section 1.17, the Library grants the City a perpetual encroachment with respect to the grade beam and support pier for the Civic Parking Garage that are located on Library property.

Amended and Restated Agreement for Shared Parking and Maintenance

You previously approved an Agreement for Shared Parking. The parties have revised this agreement extensively and have added trash and recycling provisions. That is why it is now called an “Amended and Restated” agreement. Here are the highlights:

1. Provisions relating to use of the Civic Parking Garage have been revised in section 1. You will also recall that the parties agreed to base the Library’s maintenance fee on 114 stalls rather than 105 stalls. Those provisions are addressed in sections 1 and 2.

2. Provisions relating to trash and recycling disposal (Waste Disposal) have been added in a new section 7 of the agreement. The Library will pay a fee of \$1,200 for the first annual Waste Disposal Fee.

I believe that that is a sufficient summary for now. I look forward to discussing these agreements with you in detail at your June 8, 2017 Board meeting.

THIRD ADDENDUM TO PROPERTY CONVEYANCE AGREEMENT

THIS THIRD ADDENDUM TO PROPERTY CONVEYANCE AGREEMENT (the "THIRD ADDENDUM") is made as of this ____ day of _____ 2017 (the "Effective Date"), by and between THE BOARD OF DIRECTORS OF THE JOHNSON COUNTY LIBRARY ("JCL") and CITY OF LENEXA, KANSAS ("City"). Collectively, JCL and the City are referred to as the "Parties".

RECITALS:

WHEREAS, City and JCL are Parties to that certain Property Conveyance Agreement between JCL and the City with an Effective Date of April 19, 2016 (the "Property Conveyance Agreement"), the Addendum to Property Conveyance Agreement with an Effective Date of August 16, 2016 (the "First Addendum"), the Second Addendum to the Property Conveyance Agreement with an Effective Date of February 9, 2017 (the "Second Addendum") (the Property Conveyance Agreement as amended is referred to herein as the "Property Conveyance Agreement"); and

WHEREAS, the City is the owner of that certain property (the "Property") which is the subject of the Property Conveyance Agreement and the subject of this Third Addendum, located west of Penrose St. and south of 87th St. Pkwy, within the Lenexa City Center development and legally described on Exhibit B-2017 attached hereto and incorporated herein by reference; and

WHEREAS, as noted in **Section 1.10** of the First Addendum, the Parties agreed the City would grant JCL a license to construct, maintain, and operate, at its sole expense, a vehicular holds pickup and book return lane and associated facilities in the Civic Garage; and

WHEREAS, as noted in **Section 1.14** of the Second Addendum, the Parties agreed to work together to construct the sidewalk and stairs along the north exterior wall adjacent to and along the 40,000 s.f. JCL library facility (the "Project"); and

WHEREAS, the parties agree that upon JCL occupancy the City will provide waste and recycling removal services on the Property, covering waste disposal generated from the Project's interior and exterior, for a fee paid by JCL, pursuant to terms set forth in a separate "Amended and Restated Agreement for Shared Parking and Property Maintenance Agreement;" and

WHEREAS, the City agrees to authorize certain encroachments of the Project's roof into the air space directly above the City's Civic Campus("Civic Campus") property as described herein; and

WHEREAS, JCL agrees to allow the City's structural grade beam and pier supporting the Civic Center parking structure (the "Civic Parking Garage") to encroach on the Property beneath the ground surface as described herein and the City agrees to obligations to repair and maintain the grade beam and pier; and

WHEREAS, the Parties agreed JCL will utilize shared parking in the Civic Parking Garage in **Section 1.7** of the First Addendum and the Parties will share maintenance costs in the Agreement, all as set forth in the Agreement for Shared Parking and Property Maintenance dated August 16, 2016 (the "**Parking and Maintenance Agreement**"), and currently incorporated by reference as **Exhibit 2** to the First Addendum; and

WHEREAS, because of the extended duration and operational characteristics of the Parking and Maintenance Agreement, the Parties desire to release and remove the Parking and Maintenance Agreement from the Property Conveyance Agreement and ratify and approve it by separate action of each Party as a separate, "stand alone" agreement to be recorded with the Johnson County, Kansas Records and Tax Administration (the "**RTA**"); and

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

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

1. **General Amendments to the Property Agreement.** The City has recently adopted names for various aspects of the project originally referred to as the "Civic Center" in the Property Conveyance Agreement. The following terms are hereby amended to reflect the new terms:

- (a) The term "**Civic Campus**" shall replace the term "**Civic Center**";
- (b) The term "**Lower Commons**" shall replace the term "**Strata**";
- (c) The term "**Commons**" shall replace the "**Festival Plaza**"; and
- (d) The term "**Civic Parking Garage**" shall replace the "**Civic Garage**".

2. **Amendments to Section 1 of the Property Conveyance Agreement.** The Parties agree the following sections of the Property Conveyance Agreement are amended to read as follows:

1.10 License for Library Lane and Kiosk. The City grants a license to JCL to construct, maintain, and operate, at JCL's sole expense, a vehicular holds pickup and book return lane and associated facilities, including conveyance equipment and pathway (the "**Library Lane and Kiosk**") in the approximate area shown on the diagram attached as **Exhibit 4** (the "**Licensed Space**"). The Library Lane and Kiosk and associated facilities, including the conveyance mechanism, are further depicted and explained in **Exhibits 4-1** through **4-6** following the diagram attached as **Exhibit 4** to the First Addendum.

- (a) The City agrees that the City Center design guidelines shall not apply to the Library Lane and Kiosk and associated facilities, including any conveyance equipment. JCL shall ensure that the Library Lane and Kiosk are aesthetically

compatible with the Civic Campus, with the understanding that those facilities will be colorful and somewhat whimsical.

(b) In order to facilitate vehicular traffic in the Civic Parking Garage on Saturday mornings during the City's planned Farmer's Market events, JCL agrees that vehicular holds pickups shall be prohibited during that time and only vehicular book and materials returns shall be permitted. In addition, during Saturday morning Farmer's Market events and other special events, the City may, upon reasonable prior notice to JCL, modify the traffic circulation to require traffic to and from the Library Lane and Kiosk to enter and exit solely from 88th Street.

(c) The Parties agree that they shall each be responsible for maintaining liability insurance for the Civic Parking Garage as is standard for their own business usage. JCL specifically agrees that it shall insure against damage to the Library Lane and Kiosk and associated facilities, including conveyance equipment. JCL shall be solely responsible for the cost of constructing, maintaining, and repairing the Library Lane and Kiosk and associated facilities, including conveyance equipment. JCL shall be solely responsible for providing utilities for the Kiosk and conveyance equipment and for paying for all costs associated with such utilities. JCL releases the City from responsibility for any and all damage to the Library Lane and Kiosk and associated facilities, including conveyance equipment, caused by vehicles or pedestrians in the Civic Parking Garage or by the City's efforts to maintain the Civic Parking Garage, as, for example, in the instance of power-washing the Civic Parking Garage floors.

(d) The license granted by the City to JCL in this **Section 1.10** shall continue in force and effect for so long as JCL uses the Licensed Space to operate the Library Lane and Kiosk and for so long as it operates a branch library facility on the Property. In the event that JCL ceases to use the Library Lane and Kiosk for the purpose of allowing either vehicular holds, pickups or book or material returns, or in the event that JCL ceases to operate a branch library facility on the Property, JCL agrees to remove the Library Lane and Kiosk and all associated facilities, including conveyance equipment, from the Licensed Space and shall restore such area, including but not limited to repairing any holes from the removal of the conveyance system and Kiosk (the "**Restoration**"), all at JCL's sole expense. In such event, the license granted by the City to JCL shall terminate and the Licensed Space shall revert to the City. The Restoration shall commence within ninety (90) days after JCL ceases to operate the Library Lane and Kiosk or within thirty (30) days after JCL sells or ceases to operate the Facility as a branch library facility and shall thereafter be diligently pursued to completion.

1.13 JCL agrees that prior to commencement of construction on the Property but not earlier than October 1, 2017, JCL will construct an 8' high solid plywood wall or an 8' high wall consisting of similarly opaque material (the "**Opaque Wall**") around a portion of the construction site as reflected by the solid orange line on **Exhibit 7** attached hereto and incorporated herein by reference. The Opaque Wall will be similar to those seen in typical urban or downtown construction sites. JCL will work with the City's Community

Development and Communications Departments on messages or communications on the wall that might build interest in the new library branch facility. The balance of the Property will be enclosed with 6' high construction fencing with netting (the "**Construction Fence**") as reflected by the dotted orange line on **Exhibit 7**. The Construction Fence will be installed prior to commencement of construction on the Property but not earlier than October 1, 2017. Both the Opaque Wall and the Construction Fence will be maintained by JCL or its contractor at all times until their removal at completion of the Project construction. The City acknowledges that there will be times during construction when JCL will need to have access to areas outside the bounds of construction and the limits of the Property and agrees to work with JCL to coordinate and allow such access as needed in a safe and controlled manner. Similarly, JCL agrees to cooperate with the City to coordinate and allow safe and controlled access to the Property as needed for the City's completion of construction of the Civic Parking Garage, the South Lower Commons and other buildings on the Civic Campus but such access shall not interfere with JCL's construction and the City shall restore erosion control and grading of any disturbed areas in accordance with the grading plans attached as **Exhibit C** to the First Addendum.

1.14 Stair and Lower Commons Project. As part of the City's construction of the Civic Campus, the City retained PGAV architects to design the City Hall facility and the outdoor space for public use consisting of sidewalks and two sets of stairs separated by landscaping and associated hardscape (referred to as the "**Lower Commons**" and located between the City Hall facility and the Project. Project construction will require the removal of the sidewalk and stairs adjacent to and along the Project's north exterior wall (the "**South Lower Commons**") in the approximate area shown on the diagram attached hereto as **Exhibit 7**. JCL and the City desire to devise a means of constructing the Lower Commons in a way that eliminates or minimizes tearing out existing construction. JCL and the City agree that it is most efficient for the City to not construct the South Lower Commons with the Civic Campus construction and instead allow JCL to construct the South Lower Commons as part of its Project. An updated Project Schedule is attached hereto as **Exhibit 8** and incorporated herein by reference.

(a) The South Lower Commons construction shall be financed with commitments from the City and JCL.

(i) Through a deductive change order, the City has determined that its contribution to the construction of the South Lower Commons in the approximate area shown on the diagram attached as **Exhibit 7** should be in the amount of Sixty Thousand Dollars (\$60,000.00). JCL agrees that that sum is reasonable and agrees to a City contribution to the South Lower Commons project in that amount. The City agrees to provide JCL a copy of that deductive change order in the event that JCL is asked to provide a copy by Johnson County, Kansas or by the Public Building Commission of Johnson County, Kansas.

(ii) The City shall accordingly pay for the South Lower Commons construction costs in an amount not to exceed Sixty Thousand Dollars (\$60,000.00).

(iii) JCL shall pay for any amount required to construct the South Lower Commons in excess of the City's \$60,000.00 commitment.

(b) The Parties agree the South Lower Commons shall be designed by JCL's architects at JCL's expense and coordinate with the design of the South Lower Commons and the balance of the already constructed Lower Commons area, including but not limited to finishes.

(c) After JCL receipt of the Project Construction Bid (the "**Construction Bid**"), but prior to JCL entering into an agreement with the Construction Manager, the City shall pay to JCL, or at JCL's direction, Johnson County, Kansas or whatever other entity JCL directs, in a lump sum an amount equal to the Construction Bid for the South Lower Commons work not to exceed \$60,000. JCL shall be responsible for payment of any sums in excess of \$60,000. The City shall provide JCL the necessary easements and access to construct the South Lower Commons. Upon completion, the South Lower Commons project shall be subject to review and approval by the City prior to acceptance by JCL. JCL shall obtain the standard warranty, but not less than one year, on the work from the Construction Manager. The parties acknowledge that JCL will be financing construction of the Project through the Public Building Commission of Johnson County, Kansas, and they accordingly agree to execute any other documents necessary to facilitate the \$60,000 payment to be made by the City under this subsection (c).

2. New Provisions that are Supplemental to Section 1 of the Property Conveyance Agreement. The Parties agree that Section 1 of the Property Conveyance Agreement shall be supplemented by adding the following new provisions:

1.15 Trash and Recycling Disposal on the Property. The City shall provide trash and recycling removal and disposal ("**Waste Disposal**") from the Property, including waste generated from the Project's interior and exterior spaces on the Property, pursuant to the terms of a separate "**Amended and Restated Agreement for Shared Parking and Property Maintenance Agreement**" into which the Parties are entering.

1.16 Project Roof Structure Encroachments. The Parties acknowledge the Project's roof structures extending from the Project's first and second stories ("the **Roof Structures**") may be built such that the Roof Structures extend outside of the Property's air space. The Roof Structures will encroach slightly into the air space directly above the Civic Campus property.

(a) The City shall permit, and hereby grants JCL a perpetual encroachment to construct and maintain, the Project's Roof Structures in a manner that encroaches into the air space directly above the Civic Campus property as reflected in the Project's final plan PL17-10F (the "**Plan**") approved by the City on May 16, 2017 (the "**Roof Encroachments**"). The City hereby grants JCL such perpetual Roof Encroachment easement for the areas reflected in the approved Plan.

(b) JCL shall construct, maintain, operate, access, and repair the Roof Structures at its sole expense and JCL shall be responsible for any damage to the

Roof Structures or any damage to the Civic Campus property caused by the Roof Structures. The City hereby grants the JCL access to the Civic Campus property for the purpose of making such repairs. JCL shall restore the Civic Campus property to its previous condition in the event the Civic Campus property is damaged by such Roof Structures or if JCL utilizes it to make repairs to the Roof Structures. JCL shall be responsible for maintaining liability insurance for the Roof Structures as is standard for its own business usage.

1.17 Civic Parking Garage Grade Beam and Pier Encroachment. The Parties acknowledge that a grade beam and support pier for the Civic Parking Garage (the “**Grade Beam**”) exist beneath the ground’s surface under the Civic Parking Garage and on the Property.

(a) JCL acknowledges the City’s ownership of the Grade Beam and grants the City a perpetual encroachment easement covering its presence on and under the Property (the “**Beam Encroachment**”) generally shown in the diagram attached as **Exhibit 9**.

(b) The City shall construct, maintain, operate, access, and repair the Grade Beam at its sole expense, unless JCL causes damage to such Grade Beam in which case it shall be solely responsible for the cost of repairs. JCL hereby grants the City access to the Property for the purpose of making such repairs. The City shall restore the Property to its previous condition in the event it makes repairs of the Grade Beam. The Parties agree they shall each be responsible for maintaining liability insurance for the Civic Parking Garage and Grade Beam as is standard for their own business usage.

3. Terms of Property Conveyance Agreement Otherwise Reaffirmed. Except as otherwise set forth in this Third Addendum, the Parties agree and reaffirm that all the remaining terms of the Property Conveyance Agreement, as revised, remain in full force and effect.

4. This Third Addendum and the Property Conveyance Agreement to Be Recorded; Agreements in this Third Addendum Survive Closing. The Parties agree that this Third Addendum, the Second Addendum, the First Addendum, and the Property Conveyance Agreement shall be recorded. The agreements made in this Third Addendum shall survive Closing and shall continue in force and effect until released by written agreement of the Parties or until JCL is no longer operating a branch library facility on the Property.

5. Approval of this Addendum by JCL and the City; Ratification and Approval by the Board of County Commissioners Not Required. The obligation of the Parties to proceed with this transaction is contingent on the approval of this Third Addendum by JCL and the City. Pursuant to K.S.A. 12-1223, the Board of County Commissioners of Johnson County, Kansas, approved and ratified the First Addendum, which authorized, in **Sections 1.4** and **1.11** the acquisition of the property highlighted with hatch marks on **Exhibit 3** to the Second Addendum. This Third Addendum accordingly

need not be approved and ratified by the Board of County Commissioners of Johnson County, Kansas.

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

[Signature pages follow]

CITY:

CITY OF LENEXA, KANSAS

By: _____
Michael A. Boehm, Mayor

Federal Taxpayer Identification No.:
486085044

Attest:

Katy Crow, City Clerk

Approved As To Form:

Cynthia L. Harmison, City Attorney

ACKNOWLEDGMENT

STATE OF KANSAS)
)ss.
COUNTY OF JOHNSON)

On this _____ day of _____, 2017 before me appeared Michael A. Boehm, who acknowledged himself to be Mayor of the City of Lenexa, Kansas, and that he, as such and being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of said entity.

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

Notary Public

My Commission Expires: _____

EXHIBIT B-2017

Legal Description of the Library Property

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

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

AND

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

Commencing at the Southeast corner of said Lot 5; thence South 75°48'01" West, along the South line of said Lot 5, a distance of 17.56 feet, to a point of curvature; thence Westerly and Southwesterly, continuing along said South line, and along a curve to the left, having a radius of 590.00 feet, and a central angle of 12°47'50", a distance of 131.78 feet, to the Point of Beginning; thence Westerly and Southwesterly, continuing along said South line, and along a curve to the left, having a radius of 590.00 feet, and a central angle of 00°28'38", a distance of 4.91 feet, to a point being on the Southeasterly prolongation of an Existing Easterly Foundation Wall; thence North 33°50'58" West, departing said South line, along said Southeasterly prolongation and said Easterly Foundation Wall, a distance of 112.46 feet; thence North 46°05'13" East, continuing along said Easterly Foundation Wall, a distance of 0.37 feet; thence North 33°53'18" West, continuing along said Easterly Foundation Wall and it's Northwesterly extension, a distance of 21.66 feet; thence North 56°09'12" East, a distance of 4.54 feet; thence South 33°50'48" East, a distance of 134.75 feet, to the Point of Beginning, containing 649.29 square feet, more or less.

EXHIBIT 7 SOUTH LOWER COMMONS PROJECT LOCATION DIAGRAM

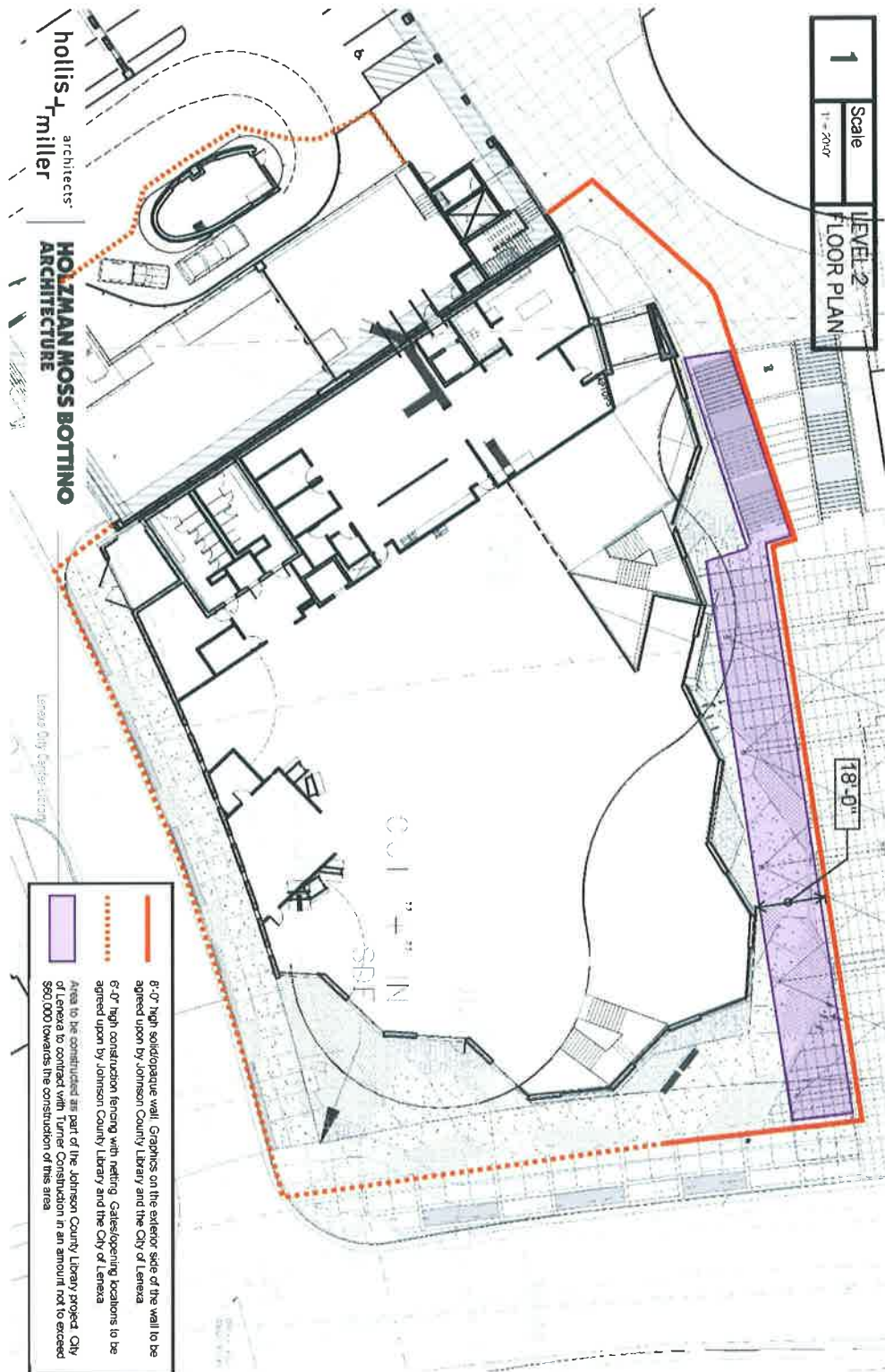
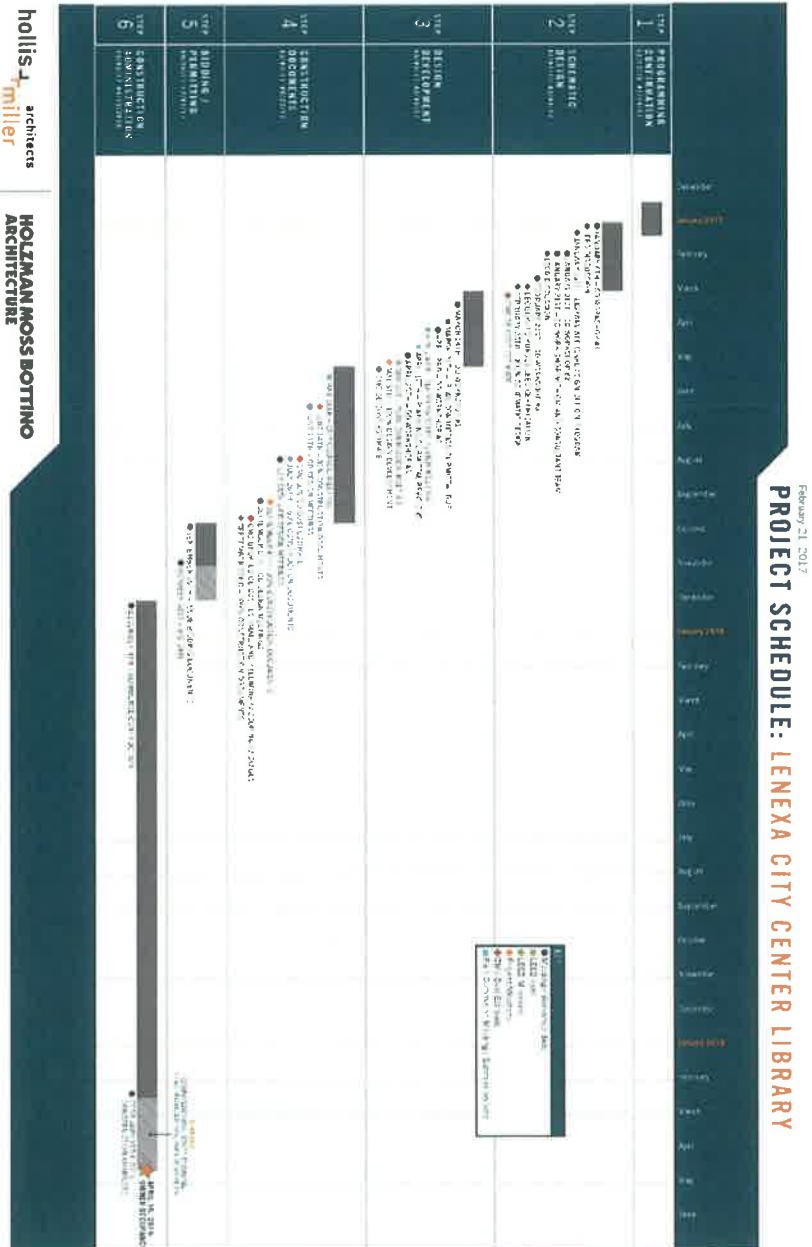


EXHIBIT 8 PROJECT SCHEDULE

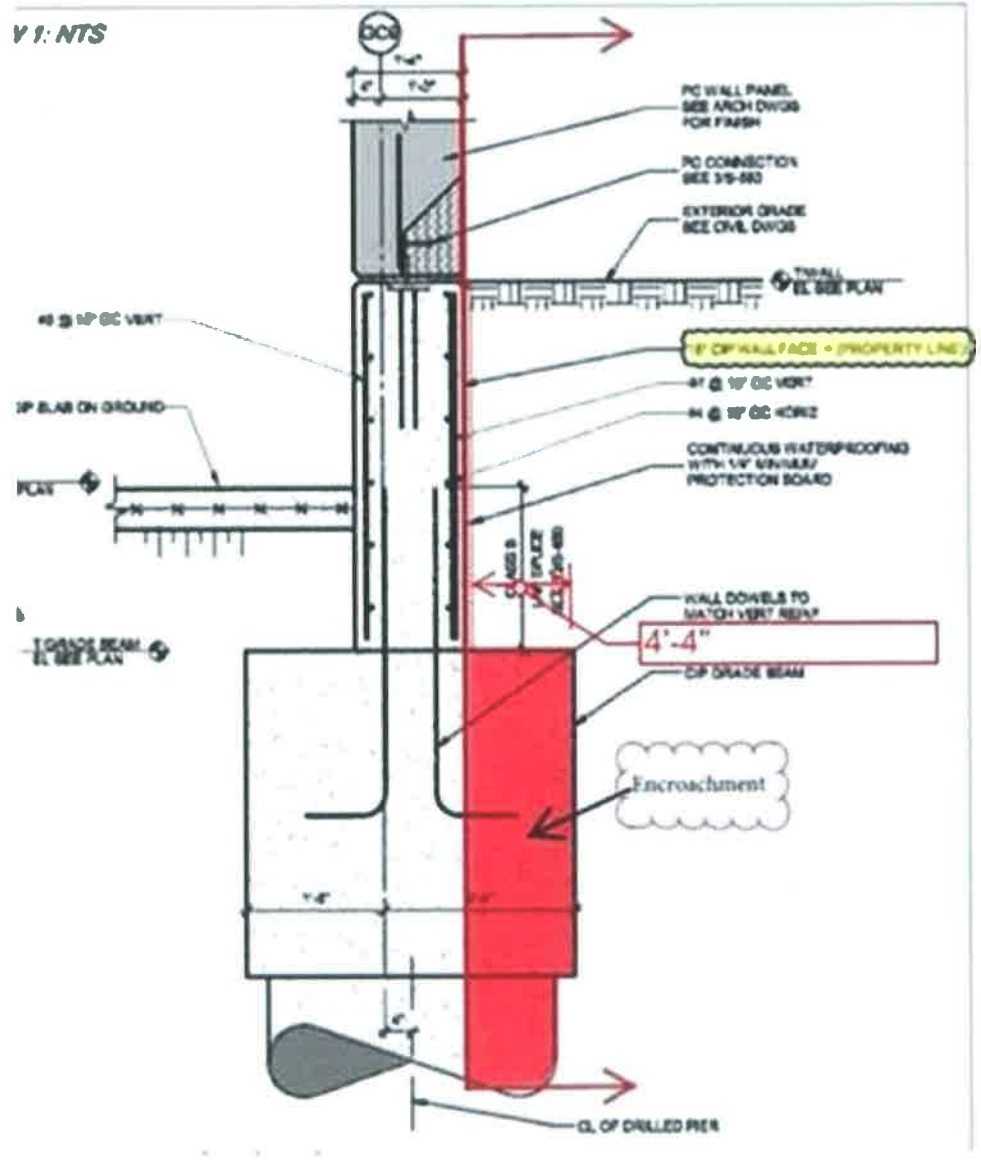


holliis J. miller architects

HOLZMAN MOSS BOTTINO ARCHITECTURE

PROJECT SCHEDULE 56
LENEXA CITY CENTER LIBRARY

EXHIBIT 9 GRADE BEAM ENCROACHMENT DIAGRAM



AMENDED AND RESTATED AGREEMENT FOR SHARED PARKING AND PROPERTY MAINTENANCE

This Agreement for Shared Parking and Property Maintenance (the "Parking and Maintenance Agreement") is entered into this ____ day of June, 2017, by and between the City of Lenexa, Kansas, a Kansas municipal corporation ("**CITY**") and the Board of Directors of Johnson County Library, Johnson County, Kansas, a quasi-municipal corporation organized under the laws of the state of Kansas ("**JCL**") (collectively, the CITY and JCL are referred to as the "**Parties**").

RECITALS

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

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

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

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

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

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

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

WHEREAS, on April 19, 2016, the Parties entered into a Property Conveyance Agreement which was amended by the First Addendum to Property Conveyance Agreement with an Effective Date of August 16, 2016 (the "**First Addendum**"), the Second Amended Property Conveyance with an Effective Date of February 9, 2017 (the "**Second Addendum**") and the Third Addendum to Property Conveyance Agreement with an Effective Date of June 20, 2017 (the "**Third Addendum**") (as amended, the "**Property Conveyance Agreement**") setting forth the terms and conditions whereby the CITY shall convey the Library Property to JCL and which Property Conveyance Agreement is incorporated herein by reference; and

WHEREAS, the MOU and the Property Conveyance Agreement contemplate that JCL will utilize shared parking in the Civic Parking Garage to satisfy the daily parking needs of the Library Facility and to operate a vehicular holds pickup and book return lane and pathway (the "Library Lane") and associated facilities including conveyance equipment (the "Kiosk"); and

WHEREAS, the MOU and Property Conveyance Agreement provide that the Parties will enter into a separate parking and maintenance agreement to address the terms under which JCL will participate in an annual payment to assist with the maintenance of the Civic Parking Garage and certain maintenance responsibilities associated with the Project; and

WHEREAS, the Parties agree the CITY will provide waste and recycling removal services on the Property, including the Project's interior and exterior, for a fee paid by JCL; and

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

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

1. Use of Civic Parking Garage. Commencing on the date JCL receives a certificate of occupancy or temporary certificate of occupancy (TCO), whichever is earliest (the "**Effective Date**"), JCL shall have non-exclusive use of the Civic Parking Garage seven days a week for use by its employees and patrons of the Facility. There shall be no limitation on the hours during which JCL employees may make use of the Civic Parking Garage except there shall be no overnight parking allowed in the Civic Parking Garage except by authorized permit and the CITY and JCL shall cooperate in good faith to accommodate this as needed. The parking model upon which the shared parking arrangement is based contemplates approximately 114 parking stalls available for the Facility (the "**JCL Parking**")

including JCL employees, recognizing that these may increase or decrease slightly on any given day.

- a. JCL employees are not required to, but will be encouraged to, utilize the top level of the Civic Parking Garage as much as possible thereby leaving the covered parking stalls and lower levels available for patrons. With the exception of the JCL courier van parking stall previously agreed to by the Parties, there shall be no parking stalls specifically reserved for JCL employees. The CITY will ensure, however, that there will always be adequate parking at the Civic Parking Garage for JCL employees.
- b. The CITY reserves the right to reserve or otherwise restrict certain parking stalls within the Civic Parking Garage as it deems advisable, including a limited number of parking stalls on Saturday mornings for the Farmer's Market vendors.
- c. The Parties agree that in accordance with the City Code, the CITY may tow, at an owner's expense, vehicles improperly parked or abandoned in the Civic Parking Garage.

2. Civic Parking Garage Maintenance. The CITY shall provide utilities to and routine maintenance of the Civic Parking Garage (excluding the Kiosk and associated conveyance system), which maintenance includes snow removal, trash removal, periodic sweeping, minor asphalt repair, and annually spraying the structure to remove salt, sand and debris (the "**Civic Parking Garage Maintenance**"). The Civic Parking Garage Maintenance shall be provided in a manner that provides standard upkeep and appearance without serious defect.

3. Annual Maintenance Fee. JCL shall make an annual payment to the CITY, which represents JCL's proportionate share (based on 114 parking spaces) of the CITY's costs associated in providing the Civic Parking Garage Maintenance (the "**Maintenance Fee**"). The Maintenance Fee shall not include the cost of maintaining or accessing and repairing the Grade Beam (as defined in the Third Addendum to the Property Conveyance Agreement) and it does not include the cost of any utilities or maintenance associated with the Kiosk and conveyance system.

- a. Unless otherwise agreed in writing by the parties, JCL shall annually pay the Maintenance Fee to the CITY in a lump sum commencing with the first payment due within thirty (30) days after the Effective Date and shall be paid annually thereafter.
- b. The CITY's decision to donate the Library Property to JCL was conditioned upon JCL's agreement to construct and operate a Library Facility as the CITY determined that this was beneficial to the Civic Campus. Recognizing the partnership between JCL and the CITY in this development project and the benefits received by each Party, the Maintenance Fee included herein is discounted from what the CITY would charge a "for-profit" user or any

subsequent owner of the Library Facility that is no longer using the Library Facility for public library uses.

- c. After five (5) years from the Effective Date and every five (5) years thereafter, the Parties agree to revisit the amount of the Maintenance Fee to increase or decrease the amount as appropriate based upon the CITY's actual costs incurred. The annual Maintenance Fee shall be strictly for the actual costs of maintenance and not for construction or re-construction costs. The Maintenance Fee to be paid in each of the first five years from the date upon which JCL's library branch facility is opened shall be in the sum of **\$17,100**; the Maintenance Fee for the five years following the first five (5) years may not be increased by more than five percent (5%) in any given year.

4. Library Property Maintenance. The Library Property contains areas outside the Library Facility's exterior that shall be maintained consistent with the guidelines for the rest of Civic Campus.

- a. Definitions. The following are the defined terms for the purposes of this Section 4:

- i. "88th Terrace Adjoining Area" means the real property and improvements situated outside and along the Library Facility's south exterior wall facing 88th Terrace to the edge of the sidewalk closest to the Library Facility.
- ii. "Adjoining Area" means the 88th Terrace Adjoining Area and the Penrose Adjoining Area.
- iii. "Adjoining Area Fee" means a reasonable quarterly fee in exchange for the Adjoining Area Maintenance.
- iv. "Adjoining Area Maintenance" means cleaning, upkeep, snow and trash removal, and any other standard maintenance tasks necessary to keep the Adjoining Area consistent with CITY guidelines for the rest of the Lenexa City Center.
- v. "Amenity Zone" means any real property or improvements situated between any public street back of curb adjacent to the Library Property and the edge of the sidewalk running parallel to it, including the sidewalk, even if such sidewalk is located outside of the dedicated right of way.
- vi. "Master Association" means the Lenexa City Center Master Association, as set forth in the "Master Declaration for City Center Lenexa Protective Covenants, Conditions, Restrictions and Easements" dated April 15, 2014.

- vii. "Penrose Adjoining Area" means the real property and improvements situated outside and along the Library Facility's east exterior wall facing Penrose Lane to the edge of the sidewalk closest to the Library Facility.
 - b. Adjoining Area Capital Investment. JCL shall pay the initial capital investment to improve the real property and construct improvements on the Adjoining Area.
 - c. Adjoining Area Maintenance. The CITY shall perform Adjoining Area Maintenance on the Adjoining Area. The Adjoining Area Maintenance does not include repairs resulting from vandalism, graffiti, or damage to these areas. JCL shall pay to the CITY the Adjoining Area Fee. The City shall base the Adjoining Area Fee on the CITY's actual costs incurred for the Adjoining Area Maintenance. The CITY may employ the Master Association to perform Adjoining Area Maintenance.
 - d. Amenity Zone. JCL shall pay the initial capital investment to improve the real property and construct improvements on the Amenity Zone abutting 88th Terrace. The CITY shall pay the initial capital investment to improve the real property and construct improvements on the Amenity Zone abutting Penrose Lane. The Master Association shall maintain the Amenity Zones adjacent to the Library Property, in accordance with the "Master Declaration for City Center Lenexa Protective Covenants, Conditions, Restrictions and Easements" dated April 15, 2014.
- 5. Utilities. The Adjoining Area and Amenity Zone require utilities, which may include but are not limited to water, electrical, irrigation, and gas services (the "**Utilities**"). The CITY shall cooperatively work with JCL to connect to the CITY's existing utility lines in the Amenity Zone or Adjoining Area as may appropriate based upon design and utility capacity, however, the electrical outlets located below the trees in the Amenity Zone are on circuits tied to each adjacent building. The JCL Library facility shall also be separately metered for its Utilities.
- 6. Insurance. The Parties shall each maintain liability insurance for the Civic Parking Garage as is standard for their own business usage. Neither party shall have any liability to the other for any damage, theft, injury or other loss incurred by its, its employees or its patrons' use of the Civic Parking Garage.
- 7. Trash and Recycling Disposal on the Library Property. As part of the CITY's own waste disposal needs for the Civic Campus, the CITY shall have trash and recycling dumpsters in the Civic Parking Garage in the (the "**Trash and Recycling Dumpsters**") and shall contract with a waste disposal service to routinely haul away such trash and recycling. The CITY shall provide trash and recycling disposal ("**Waste Disposal**") from the Library Property, including from the Waste

Disposal generated from both the Project's interior and exterior spaces on the Library Property, provided however, it shall be JCL's responsibility to deposit such waste disposal in the Trash and Recycling Dumpsters. Such Waste Disposal services shall not apply to Waste Disposal generated as part of the Project construction, but shall commence upon Library occupancy of the Project.

- a. JCL shall make an annual payment to the CITY, which represents the City's actual costs incurred in providing the Waste Disposal ("**Waste Disposal Fee**"). Unless otherwise agreed in writing by the parties, JCL shall annually pay the Waste Disposal Fee to the CITY in a lump sum commencing with the first payment due within thirty (30) days after the Effective Date and shall be paid annually thereafter.
 - b. JCL shall pay to the CITY One Thousand Two Hundred Dollars (\$1,200.00) for the first annual payment of the Waste Disposal Fee. After each year of continuous Waste Disposal performance by the CITY, the Parties agree to annually revisit the amount of the Waste Disposal Fee to increase or decrease the amount as appropriate based upon the CITY's actual costs incurred. Increases or decreases to the Waste Disposal Fee shall be strictly tied to the CITY's actual costs of Waste Disposal.
8. Termination. This Parking and Maintenance Agreement may be terminated by either party in the event of a material default upon thirty days prior written notice providing the defaulting party fourteen (14) days to cure such default, or such longer period if reasonably necessary. This Parking and Maintenance Agreement shall also terminate in the event JCL sells or ceases to operate a branch library facility on the Library Property.
9. Cooperation. The parties agree to cooperate and work together in good faith to effectuate the purpose of this Parking and Maintenance Agreement. The Parties agree to utilize their best efforts to share the Civic Parking Garage without disrupting the other party and to communicate and meet as necessary to address and facilitate solutions to any problems that might arise as a result of the shared parking arrangement.
10. General Provisions.
- a. Recitals. The recitals set forth above are incorporated herein by reference and made a part of this Parking and Maintenance Agreement.
 - b. Assignment. This Parking and Maintenance Agreement is personal to JCL and if the Library Property is subsequently conveyed by JCL to another entity, this Parking and Maintenance Agreement may not be assigned without the CITY's written consent and would likely be modified based upon the assignee's use of the Library Property.

- c. Amendments. This Parking and Maintenance Agreement may only be modified or amended by written instrument executed by the Parties required to consent to such amendment.
- d. Governing Law. This Parking and Maintenance Agreement is governed by and construed under the laws of the state of Kansas.
- e. Authority. The signatories to this Parking and Maintenance Agreement represent and covenant that each of them is fully authorized to enter into and execute this Parking and Maintenance Agreement on behalf of the above named party.
- f. Third Party Beneficiaries. Nothing in this Parking and Maintenance Agreement shall be construed to confer upon any other party the rights of a third party beneficiary.

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

[Signature pages follow]

CITY:

CITY OF LENEXA, KANSAS

By: _____
Michael A. Boehm, Mayor

Attest:

Katy Crow, City Clerk

Approved As To Form:

Cynthia L. Harmison, City Attorney

JCL:

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

By: _____
Pamela Robinson
Chair

Approved As To Form:

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

Exhibit A – Diagram of Civic Parking Garage Property

Exhibit B – Legal Description of the Library Property

EXHIBIT B
Legal Description of the Library Property

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

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

AND

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

Commencing at the Southeast corner of said Lot 5; thence South 75°48'01" West, along the South line of said Lot 5, a distance of 17.56 feet, to a point of curvature; thence Westerly and Southwesterly, continuing along said South line, and along a curve to the left, having a radius of 590.00 feet, and a central angle of 12°47'50", a distance of 131.78 feet, to the Point of Beginning; thence Westerly and Southwesterly, continuing along said South line, and along a curve to the left, having a radius of 590.00 feet, and a central angle of 00°28'38", a distance of 4.91 feet, to a point being on the Southeasterly prolongation of an Existing Easterly Foundation Wall; thence North 33°50'58" West, departing said South line, along said Southeasterly prolongation and said Easterly Foundation Wall, a distance of 112.46 feet; thence North 46°05'13" East, continuing along said Easterly Foundation Wall, a distance of 0.37 feet; thence North 33°53'18" West, continuing along said Easterly Foundation Wall and it's Northwesterly extension, a distance of 21.66 feet; thence North 56°09'12" East, a distance of 4.54 feet; thence South 33°50'48" East, a distance of 134.75 feet, to the Point of Beginning, containing 649.29 square feet, more or less.