



**Board Report
June 11, 2020**

AGENDA

JOHNSON COUNTY LIBRARY BOARD OF DIRECTORS REGULAR MEETING, JUNE 11, 2020 4:00 p.m.

The Johnson County Library Board of Directors will meet in the Carmack room of the Central Library as well as host the meeting using Zoom, an online meeting tool. Due to safety precautions that the Library is taking during the COVID-19 pandemic, the public may not physically attend the meeting. However, the public can view the broadcast of the meeting on the Johnson County Library Facebook page for a live feed or later when the video is posted to the Library's website.

If you have information or comments related to any item on our agenda that you would like to have presented to the Library Board, we encourage you to submit that information in writing. If you wish to submit information, please email comments or statements to scruggsm@jocolibrary.org before noon on the Wednesday, before the Thursday Library Board meeting. Comments received by noon will be shared with the entire Board prior to the meeting.

- I. Call to Order
- II. Citizen Comments will be accepted in writing and made part of the record of the meeting.
- III. Remarks
 - A. Members of the Johnson County Library Board of Directors
 - B. Board Chair, Amy Ruo
 - C. Friends of the Library; written report presented by Friends Board member, Christina Sadun4
 - D. Johnson County Library Foundation; written report presented by Stephanie Stollsteimer6
 - a) Check presentation
 - E. Liaison, Board of County Commissioners, Janeé Hanzlick
- IV. Reports
 - A. Board Counsel – Fred Logan
 - a) Antioch/Merriam property conveyance addendum and shared parking agreement8
 - b) Memoranda of Understanding and long-term partnerships
 - B. County Librarian Report – Sean Casserley, County Librarian
 - 1. Finances and Statistics – Dave Vratny, Finance Director
 - a) Informational item: 2021 proposed budget16
 - 2. Comprehensive Library Master Plan – Scott Sime, Project Coordinator
 - a) Central Staff Space Consolidation (CSSC)
 - b) Overall Timeline22
 - 3. Updates – Sean Casserley
 - a) Summer Reading program, Angel Tucker and Melanie Fueemmler
 - b) Reopening team report and quarantining materials, Sean Casserley
 - c) Reopening team timeline, Sean Casserley
- V. Consent Agenda
 - A. Action Items:
 - 1. Minutes of the May 14, 2020, Library Board meeting24
 - B. Information Items
 - 1. Financial and Personnel
 - a) The County Librarian and the Finance Director certify

those payment vouchers and personnel authorizations for April 2020 were handled in accordance with library and County policy.

- b) The April 2020 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	33

VII. Old Business

- A. Action Item: Consideration of approval of the Memorandum of Understanding between Johnson County Library and the office of Treasury and Financial Management for payroll services.....34
- B. Action Item: Consideration of approval of the parking agreement with the Lenexa Baptist Church...39

VIII. New Business

- A. Action Item: Consideration of approval of the Antioch/Merriam property conveyance addendum and shared parking agreement.47
- B. Action Item: Consideration of approval of the proposed 2021 budget65
- C. Action Item: Consideration of approval of modified hours, presented by Jennifer Mahnken67

IX. Adjournment

June 2020: Monthly Report
of the Friends of Johnson County Library
to the Board of Directors of Johnson County Library

Thank you, Madame Chair, and members of the Board, and Commissioner Hanzlick, and Mr. Casserley, for this opportunity to report on Friends progress during the last 30 days.

There are 4 subjects in my report today:

- Friends ReOpen Plans
- Our newest member!
- Internet Sales Factoids
- Revving up Friends involvement with CSSC and LA project with staff

1. Friends Reopen Plans

- Online Sales have been restarted – great performance so far
 - o Staff and select volunteers re-established online sales earlier in May. Working on a staggered schedule to manage social contact, they’ve processed a month’s worth of sales in 2 weeks. We’re so pleased that our customers are eager to support the Library by shopping with us.
- Volunteers have returned to Pine Ridge
 - o Regular volunteers at the Friends HQ have been surveyed for their willingness to rejoin the team on duty. More than 50% have expressed a desire to return to work supporting online sales inventory and listing. We are not currently accepting donations at Pine Ridge, pending return of sufficient numbers of volunteers for receipt and processing.
- Planning for eventual Reopening of Bookstores
 - o Pending Library planning, the Friends are organizing for reopening of the 3 Friends bookstores for public sales. Inventory has been effectively quarantined for 10 weeks!

2. Our Newest Member!

The Friends are pleased to welcome Katherine Feng as a Sponsor-level member. Her gift supports Friends activities and programs like the annual Bookmark Design Contest. Thank you, Katherine!

Katherine has twice been named a winner in the Friends' annual contest (2018 and 2019), so she entered the 2020 contest with high hopes. She was naturally disappointed when the 2020 winners list did not include her name, but kept working at her art. "She first learned to love drawing from the bookmark contest," said her mom. "She said she will try again next year."

Katherine had also entered a contest sponsored by the local Rice Gallery of Fine Art, and was named a winner. The award, says her mother, was comforting and encouraged her to keep drawing. Katherine let her mother know she wanted to donate her prize money to the Friends of Johnson County Library. "As parents, we feel very proud for Kathy's unexpected and lovely decision about her award," says Judy Feng.

3. Internet Sales Factoids

Sales resumed 5/8/20, have sold 738 items for about \$11,500 plus shipping

International shipments sent to Australia, Canada and Germany

Sales of note:

- World Book Encyclopedia 2018, 22 Volume Set.....\$225.69
bought by Wallace Public School, Wallace NE
- Complete HARRY POTTER Hardcover Set\$124.89
- Christmas in Purgatory - A Photographic Essay on Mental Retardation\$99.95
- History of Urology\$72.70

We will be transitioning order / inventory management from FillZ to Neatoscan this month.

4. Revving up Friends involvement with CSSC and LA project with staff

As business and civic life resume more-like-normal paces and textures, the Friends are re-engaging with two ongoing projects: the Business Plan and the CSSC project at Central. Friends board have met with Library leadership and staff to get back in the flow of activity over the next several weeks.

Respectfully submitted, Jennifer Curtiss

To: Library Board of Directors
From: Stephanie Stollsteimer
Date: June 11, 2020
Re: Johnson County Library Foundation update

Donor Appreciation Follow Up One More Time

- As you know, the Foundation hosted a virtual 1952 Society/Readers Circle appreciation event, April 19.
- Our board member, Jason Hascall, edited the recorded ZOOM session turned it into a terrific video! We have posted on the website and on social media. Check it out!

Library Lets Loose Fundraising Event Goes Virtual

- Library Lets Loose plans are continuing to be a virtual event. We are exploring ways to have live and pre-recorded elements for a meaningful and fun fundraising experience!
- Sponsor recruitment is underway and we are making progress!

Grants

- We received a grant from Dollar General for \$3,000 for summer reading.

Board of Directors and Committees

- Strategic plan review. We are in the third year of a 3 year plan so we are evaluating how we are doing against the plan.
- Areas of work are: Fund Development, Finance, Governance, and People...I like that committee's name. We could call it board and committee development, but we call it People.
- The Foundation Board of Directors and committee members have been remarkable in how they are pivoting with our new challenges and continue to provide leadership and support.

And finally, we are happy present the Library with a check today.

- Please refer to the photo in the board packet! Board Presidents Amy Rufo and Vickie Trott met at Monticello for an official check presentation!
- This donation is the Foundation's annual gift designated for the collection. The amount is based on a calculation of the funds invested at the Greater Kansas City Community Foundation.
- This year is the largest amount to date at \$91,094.97

Thank you!



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ALL ATTORNEYS
ADMITTED IN KANSAS
AND MISSOURI

MEMORANDUM

TO: The Board of Directors of the Johnson County Library

FROM: Andrew Logan and Fred Logan, Library Counsel

RE: Summary of Addendum to Property Conveyance Agreement and Agreement for Shared Parking and Property Maintenance with the City of Merriam

DATE: June 11, 2020

The Board of Directors of the Johnson County Library (“JCL”) and City of Merriam (“City”) entered the Property Conveyance Agreement on October 10, 2019. The Property Conveyance Agreement provides for the City to convey to JCL real property in the Vavra Park Development and for JCL to construct a Library facility on that property. The two agreements for consideration amend and supplement terms in the Property Conveyance Agreement.

Addendum to Property Conveyance Agreement

The Addendum to Property Conveyance Agreement (“Addendum”) addresses the maintenance necessary on the property and associated fees, which are more fully set forth in the Agreement for Shared Parking and Property Maintenance, incorporated as an exhibit to the Addendum and described below. The Addendum also adds terms to the Property Conveyance Agreement describing JCL’s intention to have a library lane drive-thru on the property for patrons picking up and returning materials in their vehicles.

Agreement for Shared Parking and Property Maintenance

The Agreement for Shared Parking and Property Maintenance (“Parking and Maintenance Agreement”) provides for the City and JCL to share in using the Vavra Development parking structure and for the City to provide certain maintenance for a fee paid by JCL. JCL will have non-exclusive use of 46 parking spaces (4 for JCL employees and 42 for patrons) in the City-owned parking structure, which the parties recognize may fluctuate on any given day. JCL will pay a fee for these parking stalls. This parking arrangement and number of stalls is modeled from the Library’s experience in Lenexa, which has been successful.

The City agrees to provide maintenance for the JCL property and benefiting the JCL facility: (1) parking structure maintenance (fee based on JCL's proportional share of 46 parking spaces to the total of 202); (2) JCL property maintenance, which covers items like lawn mowing, waste disposal, snow removal, and upkeep of the public access drive, for example; and (3) maintenance of the Vavra Development Plaza and shared use by JCL (the Plaza's terms will be developed at a later date). The Parties do not agree to specific fees in this version of the Parking and Maintenance Agreement but will do so before JCL takes occupancy of the branch facility. All fees will be on the same fixed, five-year schedule and will be adjusted for subsequent five-year periods based on the City's actual costs for maintenance.

JOHNSON COUNTY LIBRARY: Summary of Expenditures by Cost Category (.75 Increase Only)
April 2020
33% of year lapsed

OPERATING FUND

Programs	2020 Budget
Revenue	3,973,236

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

TOTAL OPERATING FUND EXPENDITURES	\$0
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TOTAL .75 INCREASE FUNDS REMAINING OPERATING	\$3,973,236
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SPECIAL USE FUND

**2020
Budget**

Revenue:	2,728,376
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Expenses:	
Contractual Services (General Maintenance)	
Commodities (Capital Equipment)	
Transfer to Debt Payment	
Transfer to Debt Payment - CLMP	496,252
Transfer to Capital Projects	

TOTAL SPECIAL USE FUND EXPENDITURES	\$496,252
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TOTAL .75 INCREASE FUNDS REMAINING SPECIAL USE	\$2,232,124
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TOTAL .75 INCREASE FUNDS REMAINING ALL FUNDS	\$6,205,360
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Expenditure of Friends of the JCL Donations 2020

<i>Expenditure Details</i>	<i>April</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
Strategic Planning meeting supplies	0.00	0.00
GEM Award/Staff Recognition	0.00	0.00
Homework Help and Tutor.com	0.00	0.00
Summer Reading Club/Elementia	0.00	0.00
Other Library Programming	0.00	0.00
MidAmerica Regional Council	0.00	0.00
Joint Board Meeting Expense	0.00	0.00
Board Travel Expenses	0.00	0.00
Board Retreat Expenses	0.00	0.00
Miscellaneous	0.00	0.00
Total Expenditures	\$ -	\$ -

JOHNSON COUNTY LIBRARY TOTAL REVENUE REPORT

April 2020
33% of Year Lapsed

REVENUE ALL FUNDS	2020 Year to Date	2020 Budget	% Budget Year to Date	% Budget YTD Prior Year
Ad Valorem	19,978,433	34,859,880	57%	58%
Ad Valorem Delinquent	-26,813	306,306	-9%	32%
Motor Vehicle	883,878	3,291,677	27%	27%
Library Generated - Copying/Printing	21,025	101,241	21%	36%
Library Generated - Overdues / Fees	112,353	746,421	15%	27%
Sale of Library Books	0	50,000	0%	0%
Misc Other	1,103	19,703	6%	3%
Reimbursement	15,131	330,043	5%	9%
Library Generated - Other Charges	0	3,641	0%	0%
Investment	145,613	352,221	41%	69%
Unencumbered Balance Forward	0	10,000	0%	0%
Recreational Vehicle Tax	7,216	11,883	61%	67%
Commercial Vehicle Tax	45,806	60,438	76%	66%
Heavy Trucks Tax	3,269	3,261	100%	135%
Rental Excise Tax	18,832	38,669	49%	49%
State and Federal Grants	129,518	257,901	50%	51%
TOTAL REVENUE	21,335,364	40,443,285	53%	50%

Expenses ALL FUNDS with Collection Encumbrance	2020 Year to Date	2020 Budget	% Categories Expended
Salaries and Benefits	6,240,535	21,720,354	29%
Contractual Services	1,914,778	5,726,581	33%
Commodities	2,747,703	4,662,343	59%
Risk Management Charges	31,350	142,737	22%
Capital / Maintenance / Repair	520,333	2,728,376	19%
Transfer to Debt Payment	4,859	334,718	1%
Transfer to Capital Projects	0	4,367,527	0%
Grants	129,518	257,901	50%
Interfund Transfer	0	502,748	0%
TOTAL EXPENDITURES	11,589,077	40,443,285	29%

Revenue - Expenses as of March 31, 2020 9,746,287

RESERVES ALL FUNDS	As of 12/31/19
Reserves Operating Fund	9,557,491
Reserves Special Use Fund	1,572,099
Total JCL Reserves	<u><u>11,129,590</u></u>

Scheduled Replacement Plan Funding

REVENUE RECEIVED TO DATE

2015 Fund Transfer	350,000
2016 Fund Transfer	699,000
2017 Fund Transfer	1,130,250
2018 Fund Transfer	1,147,850
2019 Fund Transfer	1,131,100

Total Revenue	<u>4,458,200</u>
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2020

Contractual Services	1,566,997
Building Repair	585,616
Architectural Services	80,750
Furnishings and Office Equipment	73,032
HVAC	177,463
Sorter Parts and Labor	4,113
Security System Maint & Repair	33,549
Vehicles	66,488
AED Equipment	9,613
	<u>2,597,621</u>

Budget Remaining	<u>1,860,579</u>
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JOHNSON COUNTY LIBRARY: Summary of Expenditures by Cost Category
April 2020
33% Year Lapsed

OPERATING FUND	2020	2020	% Program
Programs	Year to Date	Budget	Expended
Administrative Services	1,040,144	6,339,004	16%
Information Technology	790,990	3,192,515	25%
Collection Development	990,735	3,399,711	29%
Branch/Systemwide Services	5,445,834	19,168,068	28%
Risk Management Charges	31,351	143,587	22%
Grants *	50	257,901	0%
Transfer to Capital Projects	0	4,367,527	0%
Interfund Transfer	0	180,573	0%
TOTAL OPERATING FUND EXPENDITURES	8,299,103	37,048,886	22%

SPECIAL USE FUND	2020	2020	% Budget
	Year to Date	Budget	Expended
Contractual Services (General Maintenance)	0	16,305	0%
Commodities (Capital Equipment)	0	315,000	0%
Transfer to Debt Payment	4,859	334,718	1%
Transfer to Capital Projects	496,252	2,728,376	18%
TOTAL SPECIAL USE FUND EXPENDITURES	501,111	3,394,399	15%

TOTAL EXPENDITURES	8,800,214	40,443,285	22%
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JOHNSON COUNTY LIBRARY: Summary of Expenditures by Type
April 2020
33% Year Lapsed

ALL FUNDS	2020	2020	% Categories
Categories	Year to Date	Budget	Expended
Salaries and Benefits	6,240,535	21,720,354	29%
Contractual Services	1,050,299	5,725,731	18%
Commodities	964,883	4,662,343	21%
Risk Management Charges	31,351	143,587	22%
Capital / Maintenance / Repair	11,986	4,367,527	0%
Transfer to Debt Payment	4,859	334,718	1%
Transfer to PBC Capital Leases	496,252	2,728,376	18%
Grants	50	257,901	0%
Interfund Transfer	0	502,748	0%
TOTAL EXPENDITURES	8,800,214	40,443,285	22%

GRANTS*	Expenditures through 4/30/2020	Source	Received	Expenditures	Grant Award	Budget Remaining
285000085	State Aid 2020	State	2/21/2020	\$50.14	\$129,518.04	\$129,467.90

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

2020 Library Budget Update and 2021 Proposed Library Budget

June 11, 2020



Revised 2020 Budget Projections

Revenue	2020 Budget	2020 Revised Estimates	Difference
Property Tax	34,859,880	34,559,880	(300,000)
Other Taxes (Motor Vehicle)	3,714,924	3,514,924	(200,000)
Other Library Revenue	1,248,359	1,048,359	(200,000)
Investment Interest	352,221	152,221	(200,000)
Grants	257,901	257,901	0
Use of Carryover	10,000	10,000	0
Total Revenue	40,443,285	39,543,285	(900,000)
Expenses	2020 Budget	2020 Revised Estimates	Difference
Personnel	21,720,354	20,525,354	(1,195,000)
Contractual Services	5,519,958	5,454,958	(65,000)
Commodities	4,868,966	4,868,966	0
Interfund Transfers	502,748	502,748	0
Transfer to Capital Projects	4,367,527	4,367,527	0
Grant Expenses	257,901	257,901	0
Risk Management	142,737	142,737	0
Lease Payments to PBC	2,728,376	2,728,376	0
Transfers to Debt Service Fund	334,718	334,718	0
Total Expenses	40,443,285	39,183,285	(1,260,000)



Revised Timeline for FY 2021 Proposed Budget

- Second BOCC Budget Retreat to Discuss 2021 Budget - May, 26th 2020
- County Manager and Budget Department meet late May/early June to finalize County Manager's Proposed 2021 Budget
- June 11th - Library Board Meeting – Library's Proposed 2021 Budget Presented for Approval
- July 9th – County Manager and Budget Presents the FY 2021 County Manager's Proposed Budget to BOCC
- July 15th – July 21st – Agencies and Departments Present 2021 Proposed Budgets to BOCC
- July 23rd – July 24th – BOCC Budget Deliberations on 2021 Budget
- July 27th BOCC Sets Maximum Expenditure Budget



Highlights for 2021 Proposed Budget

- County Manager is planning to present a budget that contains no Merit and no Increases to Health Care for 2021
- The Compensation Equity Review is also currently on hold in current 2021 proposal
- County Manager is considering including a possible bonus pool – the current proposal is for 1% to 1.5% based on salary (range would be \$146,886 to \$220,328 for Library)
- The original Estimated debt service for Antioch that was planned for 2021 has been moved to 2022 based on timed need of debt service for that project
- A number of additional operations needs are being addressed for additional communications, furniture replacement, IT maintenance and replacement, Collections enhancements, and for custodial needs for the Libraries (this is an outline of requests that were above the \$100k threshold)



Additional Library Operating Needs

Additional Operational Needs	2021 Proposed Budget Increase
Communication Budget Requests	349,750
IT Budget Requests	298,766
Facilities Custodial Requests (contract and additional position)	211,743
Library Furniture Replacement	200,000
Collections Development Increase	184,360
Total Additional Program Needs	1,244,619



Proposed Library FY 2021 Budget

Revenue	2021 Original Forecast	2021 Proposed Budget	Difference
Property Tax	36,719,903	36,699,974	(19,929)
Other Taxes (Motor Vehicle)	3,813,674	3,294,009	(519,665)
Other Library Revenue	1,273,327	1,276,017	2,690
Investment Interest	327,780	58,404	(269,376)
Grants	265,638	265,638	0
Use of Carryover	10,000	10,000	0
Total Revenue	42,410,322	41,604,042	(806,280)
Expenses	2021 Original Forecast	2021 Proposed Budget	Difference
Personnel	21,669,758	20,464,139	(1,205,619)
Contractual Services	5,430,612	7,116,796	1,686,184
Commodities	4,868,966	4,334,766	(534,200)
Capital Outlay	500,000	200,000	(300,000)
Interfund Transfers	3,102,357	3,102,357	0
Transfer to Capital Projects	2,777,596	2,777,596	0
Grant Expenses	265,638	265,638	0
Risk Management	147,019	194,224	47,205
Lease Payments to PBC	3,638,376	3,138,526	(499,850)
Transfers to Debt Service Fund	10,000	10,000	0
Total Expenses	42,410,322	41,604,042	(806,280)

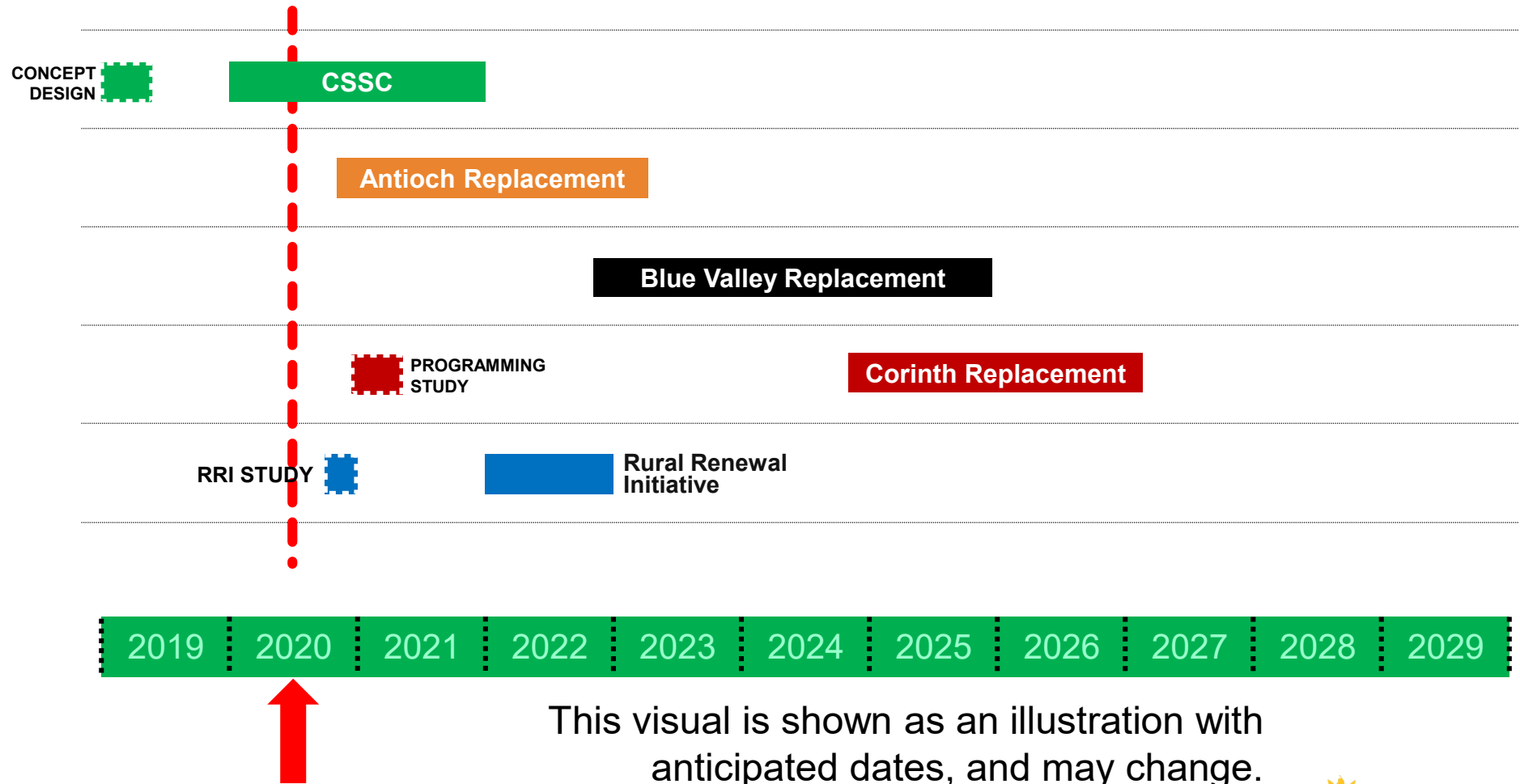


Capital Improvement Projects Timeline Summary

Update – June 2020



Capital Improvement Projects Anticipated Timeline



**MINUTES JOHNSON COUNTY LIBRARY BOARD
REGULAR MEETING**

May 14, 2020
Online through Zoom
4:00 p.m.

BOARD: Wayne Burke, Brandy Butcher, Bethany Griffith, Donna Mertz, Amy Ruoh, Fabian Shepard, David Sims

BOARD ATTORNEY: Fred Logan, Andrew Logan

BOCC: Commissioner Hanzlick

STAFF: Abby Giersch, Adam Wathen, Ben Sunds, Christopher Leitch, David Vratny, Georgia Sizemore, Jennifer Mahnken, Juan Lopez-Tamez, Lacie Griffin, Michaela Scruggs, Nancy Birmingham, Rich Cook, Scott Sime, Sean Casserley, Spencer Zelle, Steph Neu, Stephanie Stollsteimer, Tricia Suellentrop,

GUESTS: Joe Waters, Tamiko House

The Library Board of Directors meeting will be conducted online this month due to the stay at home order.

Board Chair Amy Ruoh called the meeting to order at 4:00 p.m.

CITIZENS COMMENTS: There were none.

BOARD OF DIRECTORS COMMENTS: There were none.

FRIENDS OF THE LIBRARY:

The Friends of the Library provided the following written report to the Library Board.

Thank you, Madame Chair, and members of the Board, and Commissioner Hanzlick, and Mr. Casserley, for this opportunity to report on Friends progress during the last 30 days. I'm Jennifer Curtiss, president of the Friends board, reporting today on behalf of the Executive Committee.

1. Bookmark Design Contest

The Friends of Johnson County Library are pleased to name Tess Boyer, Margaret Drumm, Hunter Everett, Cecilia Grahek, Adalyn Long, Vivian Mahaffie, Hannah Markiewicz, Ellis Nohe, Toshani Pippalapalli, Jillian Reuter, Derin Serbetcioglu, Audrey Vietti, Olivia Wang and Jessica Ward as Winners in the 2020 Bookmark Design Contest.

When the libraries are open again, the winning bookmarks will be printed and available for distribution to Library users at the 14 library locations.

The annual competition is generously supported by the Friends of Johnson County Library. This year, the contest accepted more than 400 original illustrations in seven age categories.

2. Internet Sales Factoids

Prior to temporary closure, 786 items were sold in March, sales by selling site were Amazon – 74%, eBay – 13%, AbeBooks – 9%, Alibris – 4%, Biblio – negligible.

Significant sales:

<i>World Book Encyclopedia 2018</i> , 22 Volume Set	5 sets sold for a total of \$979.42
<i>A Jewel of Mughal India: The Mausoleum of I'timad</i>	\$100.85

3. Status of PPP Loan

The Friends have been approved for a PPP Loan under the CARES Act. The Finance Committee is meeting with Operations Manager to discuss allocation of funds to maximize potential for forgiveness. Friends staff have been paid from reserves during the temporary closures of bookstores, sales and online sales.

4. Draft Re-Open Plan

The Operation Manager, in consultation with the Executive Committee and JCL staff, is finalizing a reopen plan for the Friends operations. In general, we seek to firstly re-establish online sales and other functions that can be managed without volunteers. As volunteers are approved by County / Library for re-assignment, and buildings may be occupied, Bookstores and Sales will come back online. The Friends are working to align plans with the Library's / County's own protocols.

5. Revenue Alternatives

The Friends are eager to initiate revenue-generating activities asap. We are developing sale alternatives such as enhanced membership revenues, drive-by pick-ups etc. A current campaign has encouraged 30% of membership renewals to upgrade, and we're eager to provide further opportunities for Friends and others to satisfy their urge to support our efforts during this crisis.

JOHNSON COUNTY LIBRARY FOUNDATION:

The Foundation provided the following written report to the Library Board.

Donor Appreciation

The Foundation hosted a virtual 1952 Society/Readers Circle appreciation event, April 19.

- We are conducted it remotely on the ZOOM platform!
- 1952 Society: Writing the Library's Next Chapter, is recognition for planned giving.
- Readers Circle recognizes individual and couples for their cumulative giving starting at \$10,000.
- It was exciting to welcome guests from nearly 50 emails join in and many were couples.
- We sent out a survey and had positive feedback!
- This kicks off our plans to show our appreciation and we'll follow up with email, calls and notes.

Grant Applications

We continue to apply for grants from area foundations and funders to support many programs that the Library is planning to go online. Feedback from conversations with funders is they are not pulling back, so we are continuing to apply for grant funding.

Library Lets Loose Fundraising Event Goes Virtual

Library Lets Loose plans are continuing to be a virtual event. We are exploring ways to have live and pre-recorded elements. We learned a lot by coming out early with our appreciation event in April and are on track to pull together a meaningful and fun fundraising experience!

Finance

- The 2019 audit is being finalized and will begin preparing the 990 tax return.
- We have been monitoring the endowment investments at the Greater Kansas City Community Foundation. The value of these funds impacts the annual disbursement to the Library for the collection.

Board of Directors and Committees

The Foundation Board of Directors and committee members have been remarkable in how they are pivoting with our new challenges and continue to provide leadership and support.

Mr. Shepard asked if there has been an uptick in online sales due to the stay at home order. Responding for the Foundation, Ms. Stollsteimer, replied that they have not seen an uptick. They have received a lot of positive verbal support from funders in the community who are committed to continue giving.

COUNTY COMMISSIONER REPORT

Commissioner Hanzlick reported that Dr. LeMaster said he is satisfied that Johnson County can join the phases with the state of Kansas. The Governor plans to move the state into Phase 1.5 next week, allowing barbershops and hair salons to open by appointment, but keeping bars and theaters closed.

Commissioner Hanzlick shared she is reading *Where Do we Go from Here: Chaos to Community?* by Dr. Martin Luther King Jr. She commented it is relevant to where we are now, opportunities and challenges.

Mr. Casserley commented that phase 1.5 will only allow groups of 10 individuals or fewer to meet. In response to a question, Mr. Casserley responded that the Library is currently in phase 1 which allows for opening drop boxes, quarantining and processing 300,000 materials. On May 26, the Library will begin offering holds pick-up at our drive-up locations.

BOARD COUNSEL REPORT

Governor Kelly's Plan to Reopen Kansas, Order 20-29, other draft guidelines: legal support for Library plan

Board Counsel, Fred Logan reported that in many respects the Governor's orders don't address a Library system like Johnson County's - due to the number of materials and patrons who enter through the doors. County Librarian, Sean Casserley and staff are developing a plan for a phased reopening. The Governor's orders provide practical guidance but may not fully answer questions for reopening the libraries.

A briefing on the Kansas Open Meetings Act in a digital environment

Mr. Logan reported that the remote meetings of the Library Board are being held in accordance with the Kansas Open Meetings Act. The Library has provided appropriate notice and the appropriate opportunity for the public to watch or listen to the meeting. The public is also invited to submit written comments to be included in the record of the meeting. The Kansas Attorney General provided extensive guidance for holding open meetings during this unique time, and the Library Board meetings are following those guidelines.

COUNTY LIBRARIAN REPORT

Finance Report

Finance Director, David Vratny reported that as of the end of March the Library received 53% of total revenue. This is as expected. The Library is at 24% of total expenditures which is also as expected. The finances looked good through the first quarter. Mr. Vratny clarified that reserves are currently at \$11,129,590.

In consideration of the Library's future revenue stream, Mr. Vratny has been researching the economic fragility of Johnson County and current unemployment rates. As of March 2020, Johnson County was in great shape and unemployment was at 2.4% which was the lowest in the Kansas City metro area. Mr. Vratny reached out to the County Economic Research Institute (CERI) and found the estimated unemployment rate in April was 8-10% in Johnson County. This is higher than the highest unemployment rate during the great recession.

Ms. Griffith asked how these forecasts will affect the budget cycle. Mr. Casserley replied that the Library is in a pretty good financial situation in 2020 due to the way ad valorem is collected. However, the County will experience an economic impact and the Library has planned for both 10% and 25% budget reduction scenarios.

Mr. Sims commented that another unknown element to consider is the stimulus efforts made by the federal government.

Commissioner Hanzlick responded that Johnson County did receive the entitlement from the CARES act. It must be used this year for Covid related expenses, it cannot be used to backfill losses.

Digital services usage statistics

Adam Wathen, Associate Director for Systemwide Services and Lacie Griffin, Collection Development Manager, reported to the Library Board.

Mr. Wathen shared the core operational statistics through March. Digital usage continued to trend up and physical circulation and visitation trended down due to the Library's closing.

Ms. Griffin shared the digital collection usage over the last 4 months. There has been a dramatic increase in usage since March 15th, when the buildings closed to the public. Even though physical buildings are closed, the Library's virtual branch has been very busy. The digital collection can be accessed from our website, jocolibrary.org.

Ms. Griffin shared a graph showing the total digital collection usage for January, February and March of the last 3 years. 2018 to 2019 showed some increase from one year to the next. The digital collection grows in usage every year due to increased patrons' knowledge of products, new devices available in the market and new offerings purchased by the library. In December 2019, the Library launched additional streaming video platforms, Acorn TV and Kanopy with great success. The average digital use in 2018-2019 was 75,000-80,000 interactions. In March, the Library had a spike in usage that stopped just shy of 95,000 digital interactions.

Another area of growth has been in eBooks and in April patrons checked out almost 12,000 eBooks a week.

Throughout the stay-at-home order, the collection development team and the database advisory team have been working hard to add additional content to our digital collection.

In the eLibrary section the team has added Udemy which provides 4000+ on-demand video courses taught by world class business instructors. Patrons can learn skills across business, tech, design, and personal interests.

In the Research section the team has added Chilton Library providing a chance to save some money and build some skills with step-by-step repair, maintenance, and service info on the most popular cars, trucks, vans, and SUVs on the road today.

Coming soon will be the National Theatre Collection. Patrons will be able to stream high-definition recordings of select stage performances by the U.K.'s National Theatre plus some bonus archive material for a behind-the-scenes look at the productions.

Mr. Sims asked if there have been technical issues with increased use.

Ms. Griffin responded that our IT department has worked diligently to help manage the increased digital traffic.

Central Staff Space Consolidation

Project Coordinator, Scott Sime presented on behalf of the Project's Core Team.

The design process is iterative, with each round of design, the team gets closer to the final layout. The project is currently in the schematic design phase, which is expected to wrap this month. The goal is to end up with a rough schematic design – where all the room sizes and adjacencies are pretty set.

After Schematic Design, the project will enter design development – capturing more details and specifics, finalizing the floorplan and specifying materials, window and door locations, and general details.

The team will also begin planning how to free up the building for construction. This will mean temporarily moving offices for some staff.

As the construction manager comes onboard and design progresses, we will be better able to understand the construction timeline, including phasing.

Lenexa Holds Lobby

The holds area is being improved to create better access to holds shelving during both normal and holds lobby hours. For all our new construction the Library has a process in place to identify areas that can be improved within the first year of construction.

This work began in late March and was able to continue with no impact to patrons while the building has been closed.

The holds shelving will be lower to improve visibility, and will switch sides. Flooring under the holds shelving has been modified to be flat. The self-check will be repositioned, and a handrail will be added. This work is being coordinated by Juan Lopez-Tamez, one of our Facilities partners. The work is nearly finished.

We anticipate the new handrail being installed soon, with carpet to follow. Hold shelving will be installed after that, with an estimated completion date in late May.

Staff furloughs

Human Resources partner, Tamiko House, reported to the Library Board. This has been a fluid situation since it began in March, and Ms. House provided an overview of how Human Resources has assisted the Library and staff through the furlough process.

On March 7, HR was made aware of the first confirmed positive case of Covid-19 in Johnson County. On March 13, a state of emergency was declared, and orders were approved at the County level to provide staff with income stability. When departments had to suspend or reduce services, Human Resources moved to provide guidance and established a helpline for staff. HR also asked departments and agencies to maintain social distancing, consider implementing remote work where possible and assisted with quarantine and isolation guidelines. Both training and business travel were suspended.

On March 27, HR received information identifying employees impacted by suspended services and they moved forward with discussions about furloughing staff. A committee identified services that could no longer be provided to the public and they used a criteria to decide which positions would be furloughed. They moved forward with scheduling web videos meetings with impacted staff. These calls reviewed the timeline, next steps for applying for Kansas unemployment and detailed how furloughing would impact benefits. FAQs were distributed and additional guidance was given where possible. The committee also began to plan for bringing staff back when the Stay at Home Order was lifted.

Mr. Shepard thanked Ms. House for working hard to assist staff during this challenging time. Mr. Casserley also thanked Ms. House for her dedication to staff.

Status of the buildings

Associate Director of Branch Services, Jennifer Mahnken provided an update on our Facilities partnership to the Board.

In November of 2019, the Board approved a Memorandum of Understanding (MOU) with facilities to manage custodial needs and building maintenance.

Library administration has been regularly meeting with our Facilities partners to review financials, as well as how things are going. The purpose of these meetings is to review communication channels and make necessary changes, as well as to review the service level agreement and work on improving the MOU for next year. An addendum has been developed that specifically outlines what each partner is responsible for. This will help both the Library and Facilities manage our partnership and better understand expectations.

The Library has a new building engineer, Brad Morgan. He is responsible for ensuring our buildings run smoothly and works with Mr. Lopez-Tamez and Ms. Giersch to implement the capital replacement projects. His team also monitors HVAC, lighting and day to day building operations.

The Library also has a new custodial supervisor, Chay Her. Among other duties, Mr. Her has been responsible for the deep cleaning of each location, disinfecting of surfaces and preparation of the buildings for reopening. He has also been managing special cleaning projects during the time of building closure.

Mr. Sims asked if restrooms, carpets or painting needs to be repaired while the buildings are empty. Ms. Mahnken replied that because of the budget shortfall in the County, Facilities has had to make some budget cuts. They have asked if the Library can de-prioritize incidental projects as they focus services on more critical needs. The Library has been able to take advantage of the building closures to complete several projects, including the Lenexa Holds Lobby, carpet cleaning and deep cleaning.

Ms. Griffin asked if the MOU could be reviewed in preparation for next to year to streamline these types of requests and ensure the Library's needs are being prioritized.

Mr. Casserley responded that the MOU can be reviewed. He updated the Library Board on several projects the Facilities team is working on throughout the County. He also shared the Spring Hill roofing department is moving forward, and work is continuing on the Central Staff Consolidation project.

Mr. Shepard and Mr. Sims agreed with Ms. Griffith, that they would like to see work completed when buildings are closed. If there is another stay at home in the fall, the Board would like to be able to utilize the building closures to our advantage by making any needed repairs.

Mr. Casserley stated that Facilities has been a great partner and he believes they have fulfilled, and often exceeded, the terms of the MOU. He is also in agreement that it's important to review the MOU annually and changes can be made.

Ms. Griffith would like the MOU to allow for more agility, she is concerned the framework may be too limiting.

Dr. Burke agreed with Ms. Griffith and commented that he would have liked the Library to consider bringing furloughed staff back if there was work to be done in the buildings. He is supportive of reviewing the MOU for more flexibility.

Mr. Casserley shared that the Library has already started planning for another possible stay at home order in the fall. A goal would be to create alternative work plans and not furlough staff.

Mr. Shepard commented that he is concerned that the Library maintain control over the work that is completed. He respects the work of the Facilities department and would like to keep the discussion open.

Mr. Casserley suggested that a scorecard be included when reviewing the MOU.

Evergy easement update

The Evergy easement has been completed successfully.

Reopening

Library administration has been working to assess risk to determine when the Library can be opened. Administration has been using the risk management tool from Johns Hopkins Bloomberg School of Public Health. Mr. Casserley reviewed the tool and the four stages.

1. Conduct Risk Assessment
2. Conduct Modification Assessment
3. Use Decision Tree to Find Overall Score
4. Complete Mitigation Measures Table

Mr. Casserley shared that using the risk matrix opening the Library scored as high risk. This score helps the Library understand the mitigation that will need to be made to lower the risk for staff and patrons.

Ms. Griffith expressed concern that the risk management tool may not be helpful when so much of the risks are still unknown. She would like the Library to open and make sensible and practical considerations, but also consider that risks cannot be completely mitigated.

Mr. Casserley shared this is a framework to help make determinations about risk, using known facts about the virus and behavior of staff and patrons.

Mr. Casserley shared a summary of actions Johnson County Library has taken since buildings were closed on March 13, 2020.

- Central Staff Space Consolidation planning continues, and this project is moving forward with little no delays.
- Reopening team was created in the first week of closure.
- Lenexa holds lobby is near completion.
- Budget planning is moving forward, and JCL has been working with county partners running 10% and 25% budget reduction scenarios.
- We have completed two phases of furloughing in compliance with county's request. We have furloughed 212 staff roughly 58% of staff.
- Virtual programming has been strategically developed to create online experiences.
- Circulation funds have been reallocated to focus on the digital collection.
- Digital devices have been purchased for all JCL employees.
- JCL has partnered with school districts to distribute books for the summer reading program through their free and reduced lunch program.
- The Answers service has been moved online.
- The reopening team has developed a four phase approach to reopening.
- Administration has adopted the Johns Hopkins risk assessment tool to assess risk in allowing patrons back into the building.

- A returning staff team has been created to incrementally bring back furloughed staff.
- We are researching expanding WIFI into neighborhoods. There is a three phase proposal that is going through the review process.
- We are working with the Library Foundation to find funding to establish a permanent digital platform for library programming.
- We are budgeting to provide staff training and equipment to continue developing and creating digital programming.
- Library Lets Loose is going digital and will be a virtual event this year.
- The Friends have decided to cancel the Summer Sizzling Booksale but are moving ahead with automation of internet sales
- Volunteers have been suspended.
- We are installing staff protection at service desks.
- We are working to procure PPE for returning staff.
- We are continuing to work with county to provide COVID-19 signage.
- We will start reviewing the Patron Code of Behavior through the lens of COVID-19.
- We have continued to monitor the economic health and unemployment levels in our community and are looking for ways to support our community during this economic downturn.
- We are also planning for a phase 2 of COVID-19 in the event there is another stay at home order.

Ms. Mertz asked why the Library can't make wearing masks mandatory for anyone entering the Library.

Mr. Casserley responded this is the guidance provided by Human Resources and legal counsel. The Library will be encouraging masks be worn by staff and patrons.

The Board discussed updating the fines suspension policy. They directed staff not to change policy at this time, but to increase leniency. They would like to continue the discussion about fines in the future.

CONSENT AGENDA

Minutes of the April 9, 2020, Library Board Meeting

Motion: Fabian Shepard moved the Library Board approve the consent agenda.

Second: David Sims

Motion approved unanimously

NEW BUSINESS

Information Item: Memorandum of Understanding Between Library Board of Directors and Johnson County Office of Treasury and Financial Management

Prior to December 2019, the Library's payroll function had been handled by an internal staff person. The departure of that staff and the lack of enough Library resources to handle the payroll function resulted in a temporary arrangement with Treasury and Financial Management assisting the Library in the provision of payroll services. This arrangement has provided for greater accuracy and efficiency of the payroll function.

The Library and Treasury and Financial Management now, through this MOU, intend to extend their current collaboration to achieve long-term efficiencies and to allow the Library to focus its attention on Library services by transfer of the Library's current vacant payroll position to Treasury and Financial Management along with the necessary financial resources to support such position.

Library staff has evaluated the cost and benefits associated with this change in payroll services and has concluded that moving this function to Treasury and Financial Management would provide: better redundancies with the payroll functions, increased adherences to County payroll standards, closer connections to other payroll and Human Resources professionals, and provide the best opportunity to avoid liability risks from a Fair Labor Standards Act (FLSA) standpoint. Moving forward this partnership will also hopefully provide further improvements to the payroll process for the Library and look for better methods and technology solutions to payroll time keeping for Library staff.

Information Item: Parking Lease Agreement Between Library Board of Directors and Lenexa Baptist Church

At the March 12, 2020, meeting of the Library Board of Directors, a representative of the Lenexa Baptist Church addressed the Library Board. The Lenexa Baptist Church had been using the Lackman Library parking lot on Sunday mornings and Wednesday evenings. Recently barriers were put up preventing unauthorized use of the Antioch and Lackman Library parking lots. The Lenexa Baptist Church would like to continue to use the parking lot and requested the Library Board consider entering into a shared parking agreement. The Church does have a liability policy.

At the request of the County Librarian and Board of Directors, legal counsel has drafted a parking lease agreement between the Board of Directors of the Johnson County Library and the Lenexa Baptist Church.

The parking lease agreement would allow the Lenexa Baptist Church to use the Lackman Library parking lot for overflow parking during permitted parking periods of 7:00 a.m. to 2:00 p.m. on Sundays and 4:00 p.m. to 8:00 p.m. on Wednesdays. Vehicles would not be permitted to be stored or parked outside of the agreed upon hours. The Lenexa Baptist Church will be responsible for all setup and cleanup of the parking lot when in use by the Church.

The lease will expire after one year and may be renewed at that time. The lease amount will be \$1.00.

Mr. Shepard shared he is reading *Tales from the Way* and recommended it to the Board.

ADJOURNMENT

Motion: David Sims moved to adjourn the meeting.

Second: Fabian Shepard

Motion approved unanimously

Meeting adjourned at

SECRETARY _____
Bethany Griffith

CHAIR _____
Amy Ruoh

SIGNED _____
Sean Casserley

**JOHNSON COUNTY LIBRARY
GIFT FUND
TREASURER'S REPORT**
Period: APR-2020

			Receipts	Payments	Balance
	Opening cash balance				\$75,632.02
		Add Receipts	\$33.65		
		Less Payments		\$70.36	
	Ending Cash balance				\$75,595.31
		Less Liabilities		\$562.21	
	Unobligated cash balance				\$75,033.10

APPROVED: _____

DATE: _____

Briefing Sheet

To: Library Board of Directors

From: Sean Casserley, County Librarian

Date: June 11, 2020

Re: **Action Item:** Memorandum of Understanding Between Library Board of Directors and Johnson County Office of Treasury and Financial Management

Issue: Consider authorizing a Memorandum of Understanding (MOU) between the Board of Directors of the Johnson County Library and the Johnson County Office of Treasury and Financial Management for the provision of payroll services for 2020.

Suggested Motion: I move the Library Board of Directors approve the Memorandum of Understanding between the Library Board of Directors and Johnson County Office of Treasury and Financial Management.

Background: Prior to December 2019, the Library's payroll function had been handled by an internal staff person. The departure of that staff and the lack of sufficient Library resources to handle the payroll function resulted in a temporary arrangement with Treasury and Financial Management assisting the Library in the provision of payroll services. This arrangement has provided for greater accuracy and efficiency of the payroll function.

The Library and Treasury and Financial Management now, through this MOU, intend to extend their current collaboration to achieve long-term efficiencies and to allow the Library to focus its attention on Library services by transfer of the Library's current vacant payroll position to Treasury and Financial Management along with the necessary financial resources to support such position.

Analysis: Library staff has evaluated the cost and benefits associated with this change in payroll services and has concluded that moving this function to Treasury and Financial Management would provide: better redundancies with the payroll functions, increased adherences to County payroll standards, closer connections to other payroll and Human Resources professionals, and provide the best opportunity to avoid liability risks from a Fair Labor Standards Act (FLSA) standpoint. Moving forward this partnership will also hopefully provide further improvements to the payroll process for the Library and look for better methods and technology solutions to payroll time keeping for Library staff.

Funding Overview: Sufficient budget authority for this comes from the previously budgeted position that provided this function for the Library and will require a slight modification of budget expenditure authority from personnel services to interfund transfers to accommodate this change.

Alternatives: The Library could continue to have the payroll function handled by an internal staff person and begin cross-training other Library staff on being able to perform the payroll function in cases of this position being absent.

Recommendation: Staff recommends the Board approve the Memorandum of Understanding (MOU) between the Board of Directors of the Johnson County Library and the Johnson County Office of Treasury and Financial Management for the provision of payroll services for 2020.

Purchasing Review: N/A

Budget Review: The budget authority necessary for this MOU is currently in the Library's 2020 Budget.

Legal Review: Reviewed and approved by legal counsel.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), effective the 26th day of June, 2020, memorializes the working relationship between the Board of Directors of the Johnson County Library and the Johnson County Office of Treasury and Financial Management.

RECITALS

A. The Johnson County Library (the Library) owns and operates library facilities in the Johnson County Library taxing district pursuant to K.S.A. 12-1223. It also establishes regulations for those facilities pursuant to K.S.A. 12-1225. It has over 400 staff positions to provide award-winning library services.

B. The Johnson County Office of Treasury and Financial Management is responsible for providing payroll services to Johnson County's departments, agencies, and offices and possesses expertise in best practices and compliance with applicable laws. Staff members of Treasury and Financial Management are noted for their commitment to professionalism and high-quality service.

C. Prior to December 2019, the Library's payroll function had been handled by an internal staff person. The departure of that staff and the lack of sufficient Library resources to handle the payroll function resulted in a temporary arrangement with Treasury and Financial Management assisting the Library in the provision of payroll services. This arrangement has provided for greater accuracy and efficiency of the payroll function.

F. The Library and Treasury and Financial Management now, through this MOU, intend to extend their current collaboration to achieve long-term efficiencies and to allow the Library to focus its attention on Library services by transfer of the Library's current vacant payroll position to Treasury and Financial Management along with the necessary financial resources to support such position.

The parties accordingly agree to the terms set forth below.

TERMS OF UNDERSTANDING

1. The Recitals set forth above are incorporated by reference in these Terms.
2. Treasury and Financial Management shall provide all of the required, standard payroll services to the Library, and the Library agrees to utilize those services, including, but not

limited to, final review, processing, posting, charging, and adjustments to payroll. Treasury and Financial Management staff shall be responsible for Oracle Time Management (OTM) including the data pulled from OTM to the payroll module for payroll processing. Treasury and Financial Management shall also be responsible for all of the Labor Distribution (LD) entries along with any LD adjustments that might be necessary for Library positions. The Library shall remain responsible for time entry, review of time entries, and approval of that time for each payroll.

3. The Library agrees to transfer to Treasury and Financial Management its current 0.85 full-time equivalent (FTE) position that was previously utilized for the performance of payroll services. The Library also agrees to fully fund this position as a 1.00 FTE in recognition of the fact that the quantity and quality of the work warrants a fulltime position. Treasury and Financial Management shall utilize that position to provide payroll services dedicated to the Library.
 - a. "Payroll Services Dedicated to the Library," for purposes of this MOU, means that the position being transferred to Treasury and Financial Management shall be primarily responsible for providing payroll services to the Library. In addition, staff dedicated to the Library may also be given assignments and projects for the benefit of the Treasury and Financial Management or the County in general. After consultation with the County Librarian, Treasury and Financial Management may reassign staff dedicated to the Library at any time when reassignment is in the best interest of Treasury and Financial Management, the Library or Johnson County, but, at all times, there will be one full staff person responsible for providing services to the Library.
 - b. The Library shall be responsible for providing adequate funding to cover the full, budgeted costs for the full-time staff position that is being transferred to Treasury and Financial Management, and the Library agrees that such funding shall be transferred from the Library budgeted funds to the County General Fund for the benefit of Treasury and Financial Management pro-rated for the remaining budget year 2020. Such funding shall include the entire salary; benefits and other employment-related costs; professional expenses, including dues and educational expenses (to include possible training or additional professional association costs); information technology equipment as is typically utilized by Treasury and Financial Management for such positions; and office chair. Treasury and Financial Management will work with Human Resources and Library to determine the appropriate salary and appropriate professional expenses for the dedicated staff. None of these costs shall be prorated based upon time spent by dedicated staff on Treasury and Financial Management or County projects. Treasury and Financial Management at its expense shall provide the infrastructure in the form of office space and office supplies needed for the dedicated staff to perform the duties.
 - c. Treasury and Financial Management will work with the Library staff to provide periodic updates of how the payroll processing arrangement is going along with highlights of what has been performed or what is planned to be performed with regards to payroll services. This includes helping prepare a payroll processing update for the Library's trimester reports that are typically done in January, May, and September.

4. Treasury and Financial Management shall supervise the payroll services position dedicated to the Library. The Library is expected to provide timely feedback related to performance of payroll services staff assigned to the Library.
5. This MOU shall remain in effect through December 31, 2020, at which time it may be renewed by the parties.
6. Upon termination of this MOU, the position transferred from the Library to Treasury and Financial Management as part of this MOU shall be transferred back to the Library. In the event such transfer occurs prior to the end of a calendar year, the County shall transfer the funds budgeted for the positions from the County General Fund to the Library Operating Fund.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed and made effective the day and year first written above.

By _____
Thomas Franzen
Director, Treasury and Financial Management

By _____
Sean Casserley
Johnson County Librarian

By _____
Penny Postoak Ferguson
County Manager

By _____
Amy Amos Ruo
Chair, Board of Directors of
Johnson County Library

Approved as to Form:

Approved as to Form:

By _____
Denise M. Howard
Assistant County Counselor

By _____
Fred J. Logan, Jr.
Counsel to the Board of Directors of the
Johnson County Library

Briefing Sheet

To: Library Board of Directors
From: Sean Casserley, County Librarian
Date: May 14, 2020
Re: **Action Item:** Parking Lease Agreement Between Library Board of Directors and Lenexa Baptist Church

Issue: Consider authorizing a Parking Lease Agreement between the Board of Directors of the Johnson County Library and the Lenexa Baptist Church.

Suggested Motion: I move the Library Board of Directors approve the parking agreement between Johnson County Library and the Lenexa Baptist Church.

Background: At the March 12, 2020, meeting of the Library Board of Directors, a representative of the Lenexa Baptist Church addressed the Library Board. The Lenexa Baptist Church had been using the Lackman Library parking lot on Sunday mornings and Wednesday evenings. Recently barriers were put up preventing unauthorized use of the Antioch and Lackman Library parking lots. The Lenexa Baptist Church would like to continue to use the parking lot and requested the Library Board consider entering into a shared parking agreement. The Church does have a liability policy.

At the request of the County Librarian and Board of Directors, legal counsel has drafted a parking lease agreement between the Board of Directors of the Johnson County Library and the Lenexa Baptist Church.

Analysis: The parking lease agreement would allow the Lenexa Baptist Church to use the Lackman Library parking lot for overflow parking during permitted parking periods of 7:00 a.m. to 2:00 p.m. on Sundays and 4:00 p.m. to 8:00 p.m. on Wednesdays. Vehicles would not be permitted to be stored or parked outside of the agreed upon hours. The Lenexa Baptist Church will be responsible for all setup and cleanup of the parking lot when in use by the Church.

The lease will expire after one year and may be renewed at that time. The lease amount will be \$1.00.

Alternatives: No alternatives to recommend at this time.

Recommendation: Staff recommends the Board consider approving the Parking Lease Agreement between the Board of Directors of the Johnson County Library and the Lenexa Baptist Church.

Legal Review: Reviewed and approved by legal counsel.

PARKING LEASE AGREEMENT

THIS PARKING LEASE AGREEMENT (“Lease”) is made and entered into by and between THE BOARD OF DIRECTORS OF THE JOHNSON COUNTY LIBRARY, Johnson County, Kansas (“**Lessor**”), and LENEXA BAPTIST CHURCH, INC., a Kansas Not For Profit Corporation (“**Lessee**”), as of this ____ day of _____, 2020.

RECITALS

- A. Lessor owns the improvements and underlying real estate having an address of 15345 W 87th Street Parkway, Lenexa, Kansas 66219 (“**Premises**”), which was the location of the former Lackman Library branch facility (“**Branch Building**”);
- B. The Premises contain a paved surface for parking automobile passenger vehicles comprised of approximately sixty-five (65) parking spaces (“**Leased Spaces**”);
- C. Lessee operates a church and affiliated facilities on the opposite side of 87th Street Parkway from the Premises with an address of 15320 W 87th Street Parkway, Lenexa, Kansas 66219 (“**Church**”);
- D. Pursuant to Lessor’s Administrative Regulations Manual Section 60-10-70, “Parking,” the Lessor’s County Librarian is authorized to establish “shared parking agreements with other organizations or agencies where appropriate” on Lessor’s properties, including the Premises; and
- E. Lessee wishes to lease the Leased Spaces for purposes of Church overflow parking, together with related rights of ingress and egress, on the terms and conditions more particularly set forth in this Agreement.

AGREEMENT

IN CONSIDERATION of the mutual covenants hereinafter stated and other good and valuable consideration, the existence and receipt of which is hereby mutually acknowledged, the parties agree as follows:

1. Lease. Lessor hereby leases to Lessee use of the Premises’ Leased Spaces during Permitted Parking Periods, as defined in section 4 below, together with any equipment, improvements, and appurtenances thereon related to the Leased Spaces, including, but not limited to, rights of ingress and egress onto the Premises by motor vehicles and pedestrians from existing streets for the purpose of pedestrian and vehicular ingress and egress, together with the parking of passenger vehicles, on, over and across the Property by Lessee and its Visitors and the vehicles of same. For purposes of this Lease, “**Visitors**” shall mean patrons, visitors, and other agents, contractors, licensees, and invitees of the Church operated by Lessee. Lessee shall have rights under this Lease solely for the purpose of utilizing the Leased Spaces for overflow parking from Church events to supplement Lessee’s parking lots at the Church property during the Permitted

Parking Periods. Lessee may not use the Leased Spaces to park or store vehicles owned by Lessee for extended periods of time or at any time not occurring during the Permitted Parking Periods.

2. **Term.** The term of this Lease shall commence on Friday, May 15, 2020 (“**Commencement Date**”) and shall expire on the date that is one (1) year thereafter, unless earlier terminated as provided herein (“**Lease Term**”). The parties may renew this Lease any time within the sixty days prior to the expiration of the Lease Term.
3. **Rent and Lessee Payments.** In consideration for this Lease, Lessee shall pay to Lessor rent in the amount of One Dollar (\$1.00) not later than the Commencement Date.

Lessee also shall pay all costs and expenses and reimburse Lessor for any damage, other than normal usage, caused directly or indirectly by the Lessee or Visitors to the Premises, and to any adjacent property, including but not limited to the Leased Spaces, road, signs, lighting, grass, sidewalks, guardrails, buildings, fences, utility services, and other structures.

4. **Permitted Parking Periods.** Lessee shall use the premises only during “**Permitted Parking Periods.**” The Leased Spaces may be occupied by Lessee and Lessee’s Visitors solely during the Permitted Parking Periods. Permitted Parking Periods means (1) from 7:00 a.m. Central Time to 2:00 p.m. Central Time on Sunday of each week during the Term and (2) from 4:00 p.m. Central Time to 8:00 p.m. Central Time on Wednesday of each week during the Term. Additional periods for use of the Leased Spaces, not during the Permitted Parking Periods, must be agreed to in advance in writing by Lessor. All parking activities of Lessee, including setup and cleanup, are to be completed by the Lessee during the Permitted Parking Periods, unless otherwise agreed to by Lessor in writing.
5. **Access to Premises.** At the vehicle entrance to the Leased Spaces and Premises are barriers installed by Lessor that stop unauthorized vehicle access to the Leased Spaces. The barriers may be unlocked and moved to obtain vehicle access to the Leased Spaces, including for Lessee’s authorized use of the Leased Spaces under this Lease. Lessor shall provide Lessee a key to unlock the barriers at the start of each Permitted Parking Period. Lessee shall only permit authorized employees to have access to such key and maintain it in a secure place at the Church. Lessee shall return the key upon termination of this Lease. At the end of each Permitted Parking Period, Lessee shall return the barriers to their locked and secure position to deter unauthorized vehicle access of the Leased Spaces and Premises.
6. **Lackman Branch Building.** Lessor owns the Brach Building on the Premises previously used as the Lackman Library branch facility. Under no circumstances does this Lease grant any right to the use of or access to the Branch Building by Lessee, Visitors, or any third party. Under no circumstances do the Leased Spaces include the Branch Building nor does this Lease grant right of access to the Branch Building. Lessee will not permit or encourage any of its Visitors or agents to attempt to gain access to the Branch Building.
7. **Additional Costs.** Lessee shall be solely responsible at Lessee's sole cost and expense for applying for and obtaining all city, county, state and other permits as necessary to utilize the

Leased Spaces and Premises as provided in this Lease, including but not limited to commercial driver's licenses for transport shuttles to the Church, municipal fees and costs to transport Visitors from the Premises to the Church, or costs for security or police traffic control.

8. Cleanliness and Restoration of Premises. Lessee shall leave the Premises in a condition of cleanliness equal to or better than before the Permitted Parking Period and shall properly dispose of all trash upon conclusion of the Permitted Parking Periods. Lessee may not permit any offensive use of the Premises by the Visitors or any third party during the Permitted Parking Period. Lessee shall keep the Leased Spaces in good order and in a clean and sanitary condition.
9. Traffic Control and Security. Lessee shall provide traffic control the Lessee reasonably deems necessary at its sole cost and expense during the Permitted Parking Periods and for a reasonable time before and after the Permitted Parking Periods, as necessary. Lessor will not provide any security or traffic control to or from the Premises during the Permitted Parking Periods. Lessee shall be solely responsible to Visitors for any loss or theft occurring during the Permitted Parking Periods.
10. As-Is Disclaimer. LESSOR FURNISHES THE PREMISES AND LEASED SPACES AND OTHER ACCESS TO THE EXTENT SET FORTH IN THIS LEASE ON AN "AS-IS" BASIS AND LESSOR DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY FOR GENERAL OR PARTICULAR USE. Lessee has examined the Leased Spaces and determined the Leased Spaces are suitable and acceptable for Lessee's activities under this Lease. Lessee acknowledges and agrees the Premises and Leased Spaces are provided by Lessor in "AS-IS" condition and that Lessor makes no representation whatsoever as to their fitness for Lessee's intended use. Lessee acknowledges and assumes all responsibility for and risk relative to the use of the Premises.
11. Legal Compliance. Lessee's occupancy and use of the Premises covered by this Lease are subject to, and the Lessee will comply with, all applicable laws and governmental rules and regulations, including Lessor's Administrative Regulations Manual. All Lessor or public warning signs, posted speed limits, other traffic signs and signals, and other warning signs and postings must be obeyed at all times. Enforcement of all such warning signs, postings and regulations is the responsibility of the Lessee. Parking of vehicles is only allowed on the marked, paved parking areas on the Leased Spaces. Lessee shall be responsible for enforcing parking restrictions and ensuring compliance with all law and rules by Lessee and Visitors.
12. Insurance. Lessee shall obtain and continuously maintain general liability insurance covering Lessee and Lessor from liability, which may arise from any activity undertaken pursuant to this Lease or actions pursuant to this Lease. Said policy shall be issued by a company duly authorized to do business in the State of Kansas and provide for general liability insurance coverage of not less than \$1 million per occurrence with an aggregate limit of not less than \$3 million and automobile liability coverage of not less than \$1 million per accident or occurrence. Any commercial vehicle, including shuttles or buses, utilized by the Lessee and operated on or from

the Leased Spaces shall also be covered by liability insurance in a form and amount acceptable to Lessor. The form of any applicable insurance policy shall be acceptable to Lessor. Before the Commencement Date, Lessee shall provide Lessor with a certificate evidencing the issuance of such policy naming The Board of Directors of The Johnson County Library as a certificate holder and additional insured. Lessee shall continuously supply Lessor with a current copy of the acceptable policy and proof of insurance as outlined above. Failure to provide such insurance coverage shall be grounds for the immediate termination of this Lease by the Lessor.

13. **Indemnification.** Lessee shall indemnify and hold Lessor harmless from any liability, loss, cost, damage, fines or expense, including attorney's fees, which Lessee, Visitors, and Lessee's agents, contractors, employees, shareholders, officers and subsidiaries may suffer or incur as a result of any claims which may be made by any person, including but not limited to Lessee, its agents, employees, and Visitors, that arise out of or result from any activities, acts or omissions relating in any way to this Lease or from Lessee's or Visitors' use or occupation of, or presence on the Premises, including but not limited to activities occurring during the Permitted Parking Periods. This obligation does not apply to the extent any claim is caused by the negligence or willful acts of Lessor.
14. **Termination.** Lessee and Lessor shall have the right to terminate the Lease in its entirety with or without cause upon not less than thirty (30) days prior written notice to the other at no penalty to Lessee or Lessor.
15. **Default.** Lessee understands and agrees that failure to comply with all provisions of this Lease will constitute an event of default of this Lease. The default will exist at the time the Lessee fails to comply with the provisions of this Lease, whether Lessor has notice of the default or not. The Lessee understands and agrees that Lessor, in addition to any legal remedies available, may at Lessor's discretion elect to impose any single remedy or penalty, or combination of remedies and penalties, or all remedies and penalties, as stated elsewhere in this Lease, including but not limited to Lease termination.
16. **Notices.** All notices and other communications under this Lease shall be in writing and shall be deemed to have been duly given or made (a) upon delivery if hand delivered; (b) one business day after transmittal by facsimile provided that facsimile transmission is verified or confirmed; (c) one business day after presented to a recognized overnight courier service (such as Federal Express), fee prepaid, for next business day delivery; or (d) three (3) days after deposit with the United States Postal Service as registered or certified mail, postage prepaid, and in each case addressed as follows:

To Lessor:	Johnson County Library 9875 W. 87th Street Overland Park, Kansas 66212 Attn: Sean Casserley, County Librarian Fax No.: 913-826-4730 Email: CasserleyS@jocolibrary.org
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with a copy to: Fred J. Logan, Jr.
Logan Logan & Watson, L.C.
8340 Mission Road, Suite 106
Prairie Village, Kansas 66206
Fax No.: 913-381-6546
Email: flogan@loganlaw.com

To Lessee: Lenexa Baptist Church
15320 W 87th Street Parkway
Lenexa, Kansas 66219
Attn: Jim Fruth, Executive Pastor
Fax No.:
Email: jfruth@lenexabaptist.com

with a copy to:

17. Miscellaneous.

- a) Lessee agrees that it does not and will not claim at any time any interest or estate of any kind or extent whatsoever in the Premises by virtue of this Lease or occupancy and use thereunder.
- b) This Lease shall be deemed to be personal to Lessee and shall not be deemed to be appurtenant to Lessee's Church property. Lessee may not assign or sublease any of the Leased Spaces.
- c) The Lessee agrees that it will not exclude any person from participation in, deny anyone the benefits of, or otherwise subject anyone to discrimination on the grounds of race, color, religion, gender, sexual orientation, gender identity, national origin, age, disability, veteran status, or for any other unlawful violation.
- d) Each party represents that the individual executing this Lease on its behalf has the authority to bind the entity and agree to the terms and conditions contained herein.
- e) Lessee shall be an independent contractor and all persons employed by Lessee in the exercise of the rights granted under this Lease will be Lessee's employees, servants and agents only.
- f) This Lease may not be amended or modified except by a written instrument signed by Lessee and Lessor.
- g) This Lease contains the entire agreement between Lessor and Lessee with respect to the subject matter hereof and supersedes all prior agreements, understandings, offers and negotiations, whether oral or written.

- h) This agreement shall be governed by and construed in accordance with the laws of the State of Kansas. The parties agree any dispute or claim arising from this Lease shall be subject to the exclusive jurisdiction of the District Court of Johnson County, Kansas.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed as of the date above written.

[Remainder of page intentionally left blank; signature page follows.]

“LESSOR”

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

By: _____
Name: Amy Amos Ruo
Title: Chair

Approved as to Form:

Name: Fred J. Logan, Jr.
Title: Board Counsel

“LESSEE”

Lenexa Baptist Church, Inc.

By: _____
Name: Jim Fruth
Title: Executive Pastor

To: Johnson County Library Board of Directors
From: Sean Casserley, County Librarian
Date: June 11, 2020
Re: **Antioch Replacement Project: Consider approving two agreements between the Board of Directors of the Johnson County Library (JCL) and the City of Merriam**

Issue: Consider approving the following agreements related to the Antioch Replacement Project.

1. Approval of the Addendum to the Property Conveyance Agreement.
2. Approval of the Agreement for Shared Parking and Property Maintenance.

Suggested Motions:

1. I move to approve the Addendum to the Property Conveyance Agreement between the Board of Directors of Johnson County Library and the City of Merriam.
2. I move to approve the Agreement for Shared Parking and Property Maintenance between the Board of Directors of Johnson County Library and the City of Merriam.

Background: The Johnson County Library Board of Directors approved the Comprehensive Library Master Plan (CLMP) in April 2015, and in August 2015, the Board of County Commissioners (BOCC) approved funding for the CLMP through an increase of 0.75 mills for the Library. The Antioch Library Replacement is the third priority from the CLMP, after the Monticello and Lenexa City Center libraries. In January 2019, the JCL and City of Merriam approved an MOU stating the intent in cooperating to locate and construct an approximately 16,000 square foot library. This library would replace the existing Antioch library. In October 2019, the Property Conveyance Agreement was approved by both parties and ratified by the Board of County Commissioners.

Analysis: The *Addendum to the Property Conveyance* achieves the following:

- Agreement regarding shared use of the parking structure to satisfy daily parking needs of the Library, with Terms and Conditions included in a separate agreement
- JCL shall provide the City an updated project and construction timeline
- The inclusion of a drive-through lane adjacent to the Library building for drop-off and pick-up of library materials – with a further agreement to come establishing location and terms of operation
- Inclusion of Terms and Conditions for property maintenance in a separate agreement
- Acknowledgement that JCL has completed it's studies and agrees to proceed subject to geotechnical tests once the property has been graded

The Agreement for *Shared Parking and Property Maintenance* achieves the following:

- Details relating to:
 - Use, maintenance, and insurance of the Parking Structure,
 - maintenance of Library property, including window cleaning, snow and ice removal, lawn and landscaping, and trash/recycling removal
 - upkeep of the Internal Access Drive (drive-through lane)
 - utility connection and metering
- A placeholder for a future agreement on Vavra plaza maintenance

These agreements are anticipated to be acted upon at the June 8 meeting of the Merriam City Council, and the Property Conveyance Addendum will go to the Board of County Commissioners for ratification later.

Alternatives: 1) Not approve the two agreements with the City of Merriam.

Legal Review: JCL Counsel has reviewed the two agreements.

Funding Review: Funding for the Antioch Replacement project was included in the FY 2020 Adopted Budget.

Recommendation: Approve both agreements with the City of Merriam.

ADDENDUM TO PROPERTY CONVEYANCE AGREEMENT

THIS ADDENDUM TO PROPERTY CONVEYANCE AGREEMENT (the “**ADDENDUM**”) is made as of this ____ day of _____, 2020 (the “**Effective Date**”), by and between **THE BOARD OF DIRECTORS OF THE JOHNSON COUNTY LIBRARY (“JCL”)** and **CITY OF MERRIAM, 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 October 10, 2019 (the “**Property Conveyance Agreement**”); and

WHEREAS, the City is the owner of that certain property which is the subject of the Property Conveyance Agreement and the subject of this Addendum and comprising approximately 0.947 acres, more or less, legally described on the Facility legal description attached to the Property Conveyance Agreement as Exhibit A and incorporated in this Addendum by reference (the “**Property**”) and located west of Slater Street and east of Ikea Way which is on land that is currently used as Lucyann C. Vavra Memorial Park in Merriam, Kansas; and

WHEREAS, the Property Conveyance Agreement provides for the City to grant and convey the Property to JCL for the purpose of JCL constructing and operating a new library branch facility (“**Project**”) on the Property; and

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

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

1. Amendments to Section 1 of the Property Conveyance Agreement. The Parties agree that the following parts of Section 1 of the Property Conveyance Agreement are replaced and amended to read as follows:

1.7 Parking Structure and Shared Parking. City shall permit JCL to utilize the sixty-six thousand eight hundred (66,800) sq. ft. shared parking structure serving the Vavra Development containing a total of 202 passenger vehicle parking spaces (“**Parking Structure**”) to satisfy the daily parking needs of the Project. The City shall construct the Parking Structure at no cost to JCL as part of the Vavra Development. The City shall provide free parking to JCL patrons. The Parties hereby agree to terms for shared use of the Parking Structure, maintenance of the Parking Structure, and the terms and conditions under which JCL will participate in an annual payment to assist with the maintenance of the Parking Structure as more fully set forth in the Agreement for Shared Parking and Property Maintenance Agreement (“**Parking and Maintenance Agreement**”) attached to and incorporated in the Property Conveyance Agreement by reference marked as Exhibit 1.

1.8 Project Timeline. JCL shall provide City an updated project and construction timeline with anticipated dates and schedule for construction plans on the Project (“**Detail Project Timeline**”) within thirty (30) days of the date on which the Library executes a Guaranteed Maximum Price amendment to its preconstruction contract with its contractor for construction of the Project. Prior to that date, JCL agrees to periodically report to the City on its progress on site development.

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:

1.10 Library Lane. JCL makes clear to the City the critical need for JCL to have a “drive-through” lane directly adjacent to or in close proximity to the Project for patrons, while in their vehicles, to be able to pick up library materials reserved for them under holds and to return library materials and books (“**Drive-Thru**”). The Parties agree to cooperate so that JCL may, at its sole expense, construct, maintain, and operate the Drive-Thru and associated facilities (collectively, “**Library Lane**”). The Library Lane shall be situated on the Property directly adjacent to the Project on the south side. Once plans for the Library Lane are more fully developed, the Parties shall enter into an agreement establishing the location and terms for operation of the Library Lane.

3. Amendments to Section 3.1 of the Property Conveyance Agreement. The Parties agree that Section 3.1 of the Property Conveyance Agreement is replaced and amended to read as follows:

3.1 Maintenance of the Property. The Parties acknowledge this Agreement provides for ongoing obligations and activities by the Parties that will occur after Closing and construction of the Project for operation and maintenance of the Property and Vavra Development (“**Property Maintenance**”). Property Maintenance includes but is not limited to Waste Disposal and Exterior Improvements and Internal Access Drive maintenance. The Parties hereby agree to terms for the Property Maintenance and the terms and conditions under which JCL will participate in an annual payment to assist with the maintenance of the Parking Structure as more fully set forth in Parking and Maintenance Agreement. The Parties further agree that within sixty (60) days of the date upon which the Vavra Plaza Development described in Section 3.4 of the Property Conveyance Agreement has been constructed and placed into operation by the City, they will enter into a written Addendum to the Parking and Maintenance Agreement to “address terms for Plaza use, management, and maintenance” by the City and the Library and applicable maintenance fees for such use to be paid by the Library to the City. The Parties agree fees and costs contemplated in the Parking and Maintenance Agreement, including the Structure Maintenance Fee, Adjoining Area Fee, and Drive Maintenance Fee, shall be fixed for a five-year term and adjusted for the subsequent five-year term based on the actual costs incurred in the previous

term's fifth year, as more specifically provided in the Parking and Maintenance Agreement.

4. JCL's Agreement to Proceed with the Transaction under Section 4 of the Property Conveyance Agreement. Pursuant to Section 4 of the Property Conveyance Agreement, JCL has completed its Studies and agrees to proceed with the transaction, subject only to (i) the performance of successful geotechnical tests, including but not limited to soil tests and borings, once the Property has been graded by the City; (ii) the Conditions Precedent, as defined in Section 6.4 of the Property Conveyance Agreement, including JCL receiving all applicable planning and zoning approvals from the City; and (iii) the City's failure to cure any of JCL's objections to form or contents of the Title Commitment or the Survey. JCL waives all other Studies under Section 2 of the Property Conveyance Agreement.

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

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

7. Approval of this Addendum by JCL and the City; Ratification and Approval by the Board of County Commissioners. The obligation of the Parties to proceed with this transaction is contingent on the approval of this Addendum by JCL on _____, 2020, and the City on _____, 2020, and on the ratification and approval of the Addendum by the Board of County Commissioners of Johnson County, Kansas, as required by K.S.A. 12-1223. JCL shall immediately submit the Addendum to the Board of County Commissioners for ratification and approval after JCL and the City have approved it.

8. Miscellaneous.

8.1 Definitions. All terms and definitions not specifically defined in this Addendum have those definitions assigned to them in the Property Conveyance Agreement.

8.2 Incorporation of Recitals and Exhibits. The Recitals set forth above are incorporated herein by reference and made a part of this Addendum. Unless expressly provided herein, all exhibits attached hereto or made by reference are incorporated in this Addendum.

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

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

8.5 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

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

8.7 Time of Essence. Time is of the essence of every term, provision and covenant of this Addendum.

8.8 Amendments. This Addendum and the Property Conveyance Agreement may only be modified or amended further by written instrument executed by the Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first set forth above.

[Remainder of page intentionally left blank; signature pages follow.]

CITY:

CITY OF MERRIAM, KANSAS

By: _____
Ken Sissom, Mayor

Attest:

Juliana Pinnick, City Clerk

Approved As To Form:

Ryan Denk, City Attorney

ACKNOWLEDGMENT

STATE OF KANSAS)
)ss.
COUNTY OF JOHNSON)

On this _____ day of _____, 2020 before me appeared Ken Sissom, who acknowledged himself to be Mayor of the City of Merriam, 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: _____

JCL:

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

By: _____
Amy Amos Ruo
Chair

Approved as to Form:

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

ACKNOWLEDGMENT

STATE OF KANSAS)
)ss.
COUNTY OF JOHNSON)

On this _____ day of _____, 2020 before me appeared Amy Amos Ruo, who acknowledged herself to be Chair of the Board of Directors of the Johnson County Library, and that she, as such and being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of said entity.

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

Notary Public

My Commission Expires: _____

EXHIBIT 1

FORM OF AGREEMENT FOR SHARED PARKING AND PROPERTY MAINTENANCE

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 _____, 2020, by and between the City of Merriam, 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

A. City and JCL are parties to that Property Conveyance Agreement between JCL and the City with an effective date of _____, as amended (the “**Property Conveyance Agreement**”) wherein the City agrees to convey to JCL that real property comprising approximately 0.947 acres, more or less, legally described on the Facility legal description attached to the Property Conveyance Agreement as Exhibit A and incorporated in this Parking and Maintenance Agreement by reference (the “**Property**”), attached to and incorporated in this Agreement by reference, and located west of Slater Street and east of Ikea Way on land that is currently used as Lucyann C. Vavra Memorial Park in Merriam, Kansas; and

B. City’s conveyance of the Property is in consideration of JCL’s intention to construct upon the Property an approximately sixteen thousand (16,000) sq. ft. library facility (“**Facility**”) in approximately the location and form as shown on the Facility site diagram attached to the Property Conveyance Agreement as Exhibit B and incorporated in this Parking and Maintenance Agreement by reference (“**Development Diagram**”).

C. City has proposed a redevelopment plan for a project area contiguous with the Property, referred to as the Vavra Park Project (“**Vavra Development**”), which will incorporate the Facility, a community center, outdoor aquatic center, and shared Parking Structure serving the Vavra Development; and

D. City is constructing a parking Structure containing a total of 202 passenger vehicle parking spaces for purposes of shared parking at the Vavra Development between the community center, outdoor aquatic center, and the Facility (“**Parking Structure**”) 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

E. The Property Conveyance Agreement and Addendum to the Property Conveyance Agreement (“**Addendum**”) contemplate that JCL will utilize shared parking in the Parking Structure to satisfy the daily parking needs of the Library Facility and provide that the Parties will enter into a separate agreement to address the terms under which JCL will participate in an annual payment to assist with the maintenance of the Parking Structure and the maintenance of the Property and shared spaces within Vavra Development; and

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

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

1. Use of Parking Structure. 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 Parking Structure seven days a week for use by JCL employees and patrons of the Facility. There shall be no limitation on the hours during which JCL employees may make use of the Parking Structure. The parking model upon which the shared parking arrangement is based contemplates approximately 46 total parking spaces available for the Facility (the “JCL Parking”), consisting of four (4) spaces for JCL employees and 42 spaces for Facility patrons, 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 Parking Structure as much as possible thereby leaving the covered parking spaces and lower levels available for patrons. There shall be no parking spaces specifically reserved for JCL employees. The City will use reasonable best efforts to maintain adequate parking levels in the Parking Structure sufficient for JCL employees to have four (4) parking spaces..
 - b. 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 Parking Structure.
2. Parking Structure Maintenance. The City shall provide utilities to and routine maintenance of the Parking Structure, including but not limited to snow removal, trash removal, periodic sweeping, minor asphalt repair, and annually spraying the structure to remove salt, sand and debris (the “Parking Structure Maintenance”). Parking Structure Maintenance shall be done in a manner that provides standard upkeep and appearance without serious defect.
3. Annual Structure Maintenance Fee. JCL shall make an annual payment to the City, which represents of the City’s actual costs associated with providing the Parking Structure Maintenance (the “Structure Maintenance Fee”). For purposes of the Structure Maintenance Fee, JCL’s proportionate share is determined based on the 46 parking spaces for JCL Parking compared to the total number of parking spaces, 202 spaces, in the Parking Structure.
 - a. Unless otherwise agreed in writing by the parties, JCL shall annually pay the Structure Maintenance Fee to the City in a lump sum commencing with the first payment due within thirty (30) days after JCL’s receipt of the earlier of a Temporary Certificate of Occupancy or a Certificate of Occupancy for the library branch (the “Effective Date”) and shall be paid annually thereafter. The City shall submit invoices to JCL for such Garage Payment Maintenance Fees and JCL shall make payment within thirty (30) days of the date upon which the invoice is received.

- b. The City's decision to convey the Property to JCL was conditioned upon JCL's agreement to construct and operate a Facility as the City determined that this was beneficial to the Vavra Development. Recognizing the partnership between JCL and the City in this development project and the benefits received by each Party, the Structure Maintenance Fee included herein is discounted from what the City would charge a "for-profit" user.
 - c. After five (5) years from the Effective Date and every five (5) years thereafter, the Parties agree to adjust the amount of the Structure Maintenance Fee, if necessary, to increase or decrease the amount as appropriate based upon the CITY's actual costs incurred in the fifth year of the term. The annual Structure Maintenance Fee shall be strictly for the actual costs of Parking Structure Maintenance and not for construction or re-construction costs. The Parties shall cooperate to determine the Structure Maintenance Fee to be paid in each of the first five years from the Effective Date not later than the date JCL receives a certificate of occupancy or temporary certificate of occupancy (TCO) for the Facility, whichever is earliest..
4. Library Property Maintenance. The Library Property contains areas outside the Facility's exterior that shall be maintained consistent with the guidelines for the rest of the Vavra Development.
- a. Definitions. The following are defined terms for this Agreement:
 - i. "Adjoining Area" means the means the real property and improvements situated outside and along the Facility's exterior walls extending to the Property boundary line, as depicted on the Development Diagram, but excluding the improvements within the Internal Access Drive.
 - ii. "Adjoining Area Fee" means a reasonable quarterly fee in exchange for the Adjoining Area Maintenance.
 - iii. "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 Vavra Development, and as more fully set forth below in Section 4.c.
 - iv. "Internal Access Drive" means any real property or improvements situated between the public street back of curb and within the dedicated public road right of way existing on the Property, as depicted on the Development Diagram.
 - 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. Internal Access Drive Capital Investment. City shall pay the initial capital investment to improve the real property and construct improvements on the Internal Access Drive.
- d. 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 the Adjoining Area.. Adjoining Area Maintenance includes but is not limited to the following activities:
 - i. Cleaning the exterior windows of the Facility on the same schedule the City cleans windows on the community center at the Vavra Development;
 - ii. Snow and ice removal and treatment on all car and courier truck routes, sidewalks and public ways, including up to the Facility's public and staff doorways;
 - iii. Regular lawn and turf mowing and landscaping maintenance in the Adjoining Area; and
 - iv. Trash, waste, and recycling removal from the exterior waste receptacle serving the Facility on the Property ("**Waste Disposal**"), and as set forth in greater detail in Section 7 below.
- e. Adjoining Area Fee. JCL shall pay the Adjoining Area Fee for the City's actual costs incurred for the Adjoining Area Maintenance.
 - i. Unless otherwise agreed in writing by the parties, JCL shall pay to the City the Adjoining Area Fee every three calendar months on a quarterly basis in a lump sum commencing with the first payment due within thirty (30) days from the Effective Date. The City shall submit invoices to JCL for such Adjoining Area Fees and JCL shall make payment within thirty (30) days of the date upon which the invoice is received.
 - ii. The City may employ third party contractors to perform Adjoining Area Maintenance. The City shall make every effort to engage contractors offering competitive pricing that is reasonable for such maintenance services.
 - iii. After five (5) years from the Effective Date and every five (5) years thereafter, the Parties agree to adjust the amount of the Adjoining Area Fee, if necessary, to increase or decrease the amount as appropriate based upon the City's actual costs incurred in the fifth year of the term. The Adjoining Area Fee shall be strictly for the actual costs of Adjoining Area Maintenance and not for construction or re-construction costs. The Parties shall cooperate to determine the Adjoining Area Fee to be paid in the first five years from the Effective Date not later than the date JCL receives a

certificate of occupancy or temporary certificate of occupancy (TCO) for the Facility, whichever is earliest.

- f. Internal Access Drive Maintenance. City shall perform Internal Access Drive cleaning, upkeep, snow and ice removal and treatment, and any other standard maintenance tasks necessary to keep the Internal Access Drive consistent with City guidelines for public roads (“**Drive Maintenance**”).
- g. Internal Access Drive Maintenance Fee. JCL shall pay to the City an annual fee for Drive Maintenance (“**Drive Maintenance Fee**”). The City shall calculate the Drive Maintenance Fee based on JCL’s proportionate use of the Internal Access Drive, which is determined by the proportion of the 46 parking spaces for JCL Parking compared to the total number of parking spaces, 202 spaces, in the Parking Structure. The Drive Maintenance Fee shall be strictly for the actual costs of maintenance and not for construction or re-construction costs of the Internal Access Drive.
 - i. Unless otherwise agreed in writing by the parties, JCL shall annually pay the Drive 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, within thirty (30) days after submission to JCL of an invoice for such Drive Maintenance Fees.
 - ii. After five (5) years from the Effective Date and every five (5) years thereafter, the Parties agree to adjust the amount of the Drive Maintenance Fee, if necessary, to increase or decrease the amount, as appropriate, based upon the City’s actual costs incurred in the fifth year of the term. The annual Drive Maintenance Fee shall be strictly for the actual costs of Drive Maintenance and not for construction or re-construction costs. The Parties shall cooperate to determine the Drive Maintenance Fee to be paid in each of the first five years from the Effective Date not later than the date JCL receives a certificate of occupancy or temporary certificate of occupancy (TCO) for the Facility, whichever is earliest.
- 5. Future Agreement on Maintenance of Vavra Development Plaza. The Parties acknowledge that section 3.4 of the Property Conveyance Agreement addresses the City’s development and construction of the Vavra Development Plaza (“**Plaza**”) and provides, “City and JCL shall agree upon terms for Plaza management by City and use of the Plaza by JCL.” The Parties accordingly agree that not later than the date JCL receives a certificate of occupancy or temporary certificate of occupancy (TCO) for the Facility, whichever is earliest, the Parties will enter into a written Addendum to this Parking and Maintenance Agreement to “address terms for Plaza use, management, and maintenance” by the City and the Library and applicable maintenance fees to be paid by the Library to the City in accordance with section 3.4 of the Property Conveyance Agreement.

6. Utilities. The Adjoining Area and Internal Access Drive 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 Adjoining Area and Internal Access Drive as may be appropriate based upon design and utility capacity. The Facility shall be separately metered for its Utilities.
7. Insurance. The Parties shall each maintain liability insurance as is standard for their business operations and shall provide the other party a certificate evidencing such coverage and showing the other party as an additional insured for liability arising out of that Party's negligence. The City shall be solely responsible for maintaining liability insurance for the Parking Structure. The insurance certificate for the Parking Structure issued by the City to the Library shall show both the Library and the Board of County Commissioners of Johnson County, Kansas as insureds. As the City will own the Parking Garage, it shall be responsible for properly maintaining it. In the event that a third party makes a claim for injury or damage resulting from the manner in which the Parking Structure is maintained or from a property defect at the Parking Structure, the City shall be responsible for handling and, if necessary, paying such claim. In the event such a claim is submitted by a third party to JCL, JCL shall tender such claim to the City for handling pursuant to this section 7.

The Parties shall each maintain workers compensation coverage as required under Kansas statute. The parties agree that there is no presumption of workers compensation liability for an injury incurred by a Library employee in the Parking Structure and nothing contained herein shall be construed to preclude a remedy other than workers compensation; however, to the extent that an employee of a Party to this Agreement incurs an injury in the Parking Structure which is deemed compensable under the workers compensation laws of the state of Kansas, each Party shall bear the liability for its own employees' workers compensation liability without recourse against the other Party to this Agreement.

8. Waste Disposal on the Property. JCL shall be responsible for causing a receptacle for Waste Disposal to be located on the Facility's exterior on the Property. The City shall provide Waste Disposal from the Property on the same schedule as the City provides waste disposal for the community center and outdoor aquatic center at the Vavra Development. Waste Disposal includes the waste generated from the Facility's interior and exterior spaces on the Property, provided however, JCL shall be responsible for depositing such waste in the waste receptacle. Such Waste Disposal services shall not apply to waste generated as part of Facility construction. The City shall commence Waste Disposal upon the Effective Date. JCL shall pay for Waste Disposal as part of the Adjoining Area Fee.
9. Term and Termination. This Parking and Maintenance Agreement may be terminated by either party in the event of a material default upon thirty (30) days prior written notice providing the defaulting party fourteen (14) days to cure such default, or such longer period if reasonably necessary. The Term of this Agreement shall continue for the useful life of the constructed improvements, or while the constructed improvements remain in normal operation by the Parties, including the Facility, Parking Structure, Internal Access Drive, Adjoining Area and Plaza. The useful life of the constructed improvements shall include the use of such constructed improvements by the Parties following substantial construction,

repair, renovation and/or reconstruction. The temporary unavailability of the constructed improvements for such construction, repair, renovation and/or reconstruction shall not terminate this Agreement.

10. 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 Parking Structure, Internal Access Drive, and plaza and common spaces within the Vavra Development 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.

11. 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 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 Property.
- c. Amendments. This Parking and Maintenance Agreement may only be modified or amended by written instrument executed by the Parties.
- 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.

[Remainder of page intentionally left blank; signature pages follow.]

CITY:

CITY OF MERRIAM, KANSAS

By: _____
Ken Sissom, Mayor

Attest:

Juliana Pinnick, City Clerk

Approved As To Form:

Ryan Denk, City Attorney

ACKNOWLEDGMENT

STATE OF KANSAS)
)ss.
COUNTY OF JOHNSON)

On this _____ day of _____, 2020 before me appeared Ken Sissom, who acknowledged himself to be Mayor of the City of Merriam, 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: _____

JCL:

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

By: _____
Amy Amos Ruo
Chair

Approved As To Form:

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

ACKNOWLEDGMENT

STATE OF KANSAS)
)ss.
COUNTY OF JOHNSON)

On this _____ day of _____, 2020 before me appeared Amy Amos Ruo, who acknowledged herself to be Chair of the Board of Directors of the Johnson County Library, and that she, as such and being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of said entity.

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

Notary Public

My Commission Expires: _____

Briefing Sheet

To: Library Board of Directors

From: Sean Casserley, County Librarian

Date: June 11, 2020

Re: County Librarian's Recommended FY 2021 Revenue and Expenditure Budget

Issue: Consider approving the County Librarian's Recommended FY 2021 Revenue and Expenditure Budget of \$41,604,042.

Suggested Motion: I move to approve the County Librarian's Recommended FY 2021 Revenue and Expenditure Budget of \$41,604,042.

Background: The Library Budget Committee held a series of meetings in the 4th Quarter of 2019 to evaluate budget related proposals that were made from staff for additional operating funds as well as reviewing current capital plans for the upcoming 5-year Capital Improvement Plan (CIP). There was also review of the multi-year budget forecast and what the impact of these budget decisions and the timing of the Library's capital plans.

Analysis: The current County Librarian's Recommended FY 2021 Revenue and Expenditure Budget of \$41,604,042 is \$806,280 lower than the original forecasted amount of \$42,410,322. The lower revenues projected to largely come from declining motor vehicle tax and investment interest income in 2021. These reductions in revenue are made up from an expense standpoint from reductions to the merit pool and keeping the health care contribution rate flat for 2021. There still might be changes to merit or addition of a bonus pool and that change could be made through modifications to contractual services budget.

The County Librarian's Recommended FY 2021 Revenue and Expenditure Budget of \$41,604,042 does allow for several operational needs to be addressed, specifically in the areas of: communications, information technology, custodial, systems furniture replacement, and collections development. Those needs and the recommended expenditure amounts are closely aligned with what was presented to the Library Budget Committee with the only modification being the recommendation to lower the increase to the systems furniture replacement amount which would in effect spread the replacement plan of these items out a bit longer than what was originally planned.

Funding Overview: The County Librarian's Recommended FY 2021 Revenue and Expenditure Budget that is being presented is in balance, with revenue projections matching what has been provided by Johnson County's Budget and Financial Planning Department and the operating and capital expenditures being proposed are in line with what has been previously reviewed and supported by the Library Budget Committee.

Alternatives: The Library Board could recommend the County Librarian make modifications to this recommended FY 2021 Revenue and Expenditure Budget and submit an alternate plan.

Recommendation: Approve the County Librarian Recommended 2021 Budget for submission to the County Manager's office and the Board of County Commissioners.

Purchasing Review: N/A

Budget Review: The revenues are in alignment with projections that Budget and Financial Planning had provided, and the expenditures are in line with what the Library Budget Committee has previously reviewed and supported.

Legal Review: N/A

Briefing Sheet

To: Library Board of Directors
From: Sean Casserley, County Librarian
Date: June 11, 2020
Re: Consideration of modified hours for Johnson County Library buildings

Issue: Consideration of modified hours for Johnson County Library buildings

Suggested Motion: I move that the Library Board of Directors approves the modification of library hours to 67% of its normal hours to include some evening and weekend hours.

Background:

As staff have been called back from furlough and we begin to offer more in-person services to our patrons, many staff have expressed concern in returning to work. They are opting to use a variety of leave options that are available to them both under federal law and county policy. In addition, staff who were not furloughed have also requested to take leave or modified work assignments as we move to this next phase of serving the public face-to-face. To date there are about 40 requests. Furthermore, there have been several resignations in addition to some currently vacant positions. In total we have 31 vacancies as of June 8. Even if we were allowed by county to open and fill some of these positions, that process takes approximately 10 weeks to complete. With that, we have about 75% of our staff returning.

As we look to offer as many services as possible, including the continuation of online programming, interacting with patrons through phones and Answers, and serving patrons in our buildings, we feel the need to modify our open hours in order to provide the best service possible to our patrons while not burning out our staff.

Proposal:

We would like to modify the Library's open hours to approximately 67% of our normal hours. Normal hours equate to 65 hours/week for our larger locations.

Here is the proposed schedule:

Antioch, Blue Valley, Central, Corinth, Lenexa City Center, Monticello - 44 hours per week

- *Monday and Wednesday:* 9:00 a.m. – 5:00 p.m.
- *Tuesday and Thursday:* 12 noon – 8:00 p.m.
- *Friday:* all locations are closed
- *Saturday:* 9:00 a.m. – 5:00 p.m.
- *Sunday:* 1 p.m. – 5 p.m.

Cedar Roe, Gardner, Leawood, Oak Park, Shawnee - 40 hours per week

- *Monday and Wednesday:* 9:00 a.m. – 5:00 p.m.
- *Tuesday and Thursday:* 12 noon – 8:00 p.m.
- *Friday:* all locations are closed
- *Saturday:* 9:00 a.m. – 5:00 p.m. (Cedar Roe would be open 10 a.m. - 2 p.m.)

DeSoto, Spring Hill - 24 hours per week

- *Monday and Wednesday:* 1:00 – 5:00 p.m.
- *Tuesday and Thursday:* 2:00 – 8:00 p.m.
- *Friday:* all locations are closed
- *Saturday:* 10:00 a.m. - 2:00 p.m.

Edgerton – 18 hours per week

- *Monday and Wednesday:* 1:00 – 5:00 p.m.
- *Tuesday and Thursday:* 5:00 – 8:00 p.m.
- *Friday:* all locations are closed
- *Saturday:* 10:00 a.m. - 2:00 p.m.

Drive Through hours, Telephone reference and Answers would all mirror these proposed hours as well.

With only 75% of our staff returning and that returning staff still needing to be allowed to take vacation or sick time, we don't feel we can offer 75% of our normal hours without compromising service or burning out staff. This is why we are recommending 67% capacity.

Alternatives: Alternatives to this proposal could include: 1) opening only a few buildings the full complement of hours while keeping other buildings closed. 2) Do not offer any virtual programming in order to give staff more time to cover service points

Legal Review: Legal has been consulted on this plan.