



**Board Report
January 8, 2026**

AGENDA

JOHNSON COUNTY LIBRARY BOARD OF DIRECTORS
REGULAR MEETING, JANUARY 8, 2026
CENTRAL RESOURCE LIBRARY
Carmack Community Room
9875 W 87th St Overland Park, KS 66212
4:00 p.m.

The public can view the broadcast of the meeting on the Johnson County Library [YouTube Channel](#). 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 kangethep@jocolibrary.org before noon on the Wednesday before the Thursday Library Board meeting. Comments received by noon will be shared with the entire Board and be made part of the record prior to the meeting.

- I. Call to Order
 - A. Pledge of Allegiance
- II. Public Comments
- III. Remarks
 - A. Members of the Johnson County Library Board of Directors
 - B. Board Chair, Jeffrey Mendoza
 - C. Development Department: Written reports presented by Shelley O'Brien, Development Director....4
 - D. Liaison, Board of County Commissioners, Julie Brewer
- IV. Reports
 - A. Board Counsel – Andrew Logan
 - a) Picketing and Protests: ARM 20-80-24 Library Spaces
 - b) Executive Session: Statutory Justification
 - c) Acquisition of Real Property: Board Authority
 - B. County Librarian Report – Tricia Suellentrop, County Librarian
 - 1. Finances and Statistics
 - a) Financial Report, Dave Vratny, Finance Director.....7
 - b) Development Department Trends, Shelley O'Brien, Development Director.....12
 - 2. Comprehensive Library Master Plan
 - a) Spring Hill and De Soto, Megan Levitt, Project Coordinator.....22
 - i. Extended Access Pilot, John Keogh, Regional Manager.....27
 - b) Capital Projects: Timeline Summaries, Megan Levitt, Project Coordinator.....34
 - c) Comprehensive Library Master Plan Refresh Update, Michelle Olsen, Circulation Manager.....37
 - 3. Updates – Tricia Suellentrop, County Librarian
 - a) Leadership in Action (LIA) 2025 Award Winner, Tricia Suellentrop, County Librarian.....38
 - b) TriBoard Save the Date, Tricia Suellentrop, County Librarian
 - c) Pre-Nomination Committee Survey, Patti Kangethe, Executive Assistant.....40
- V. Consent Agenda
 - A. Action Items:
 - 1. Minutes of the December 11, 2025 Regular Library Board meeting.....45
 - 2. Consideration to approve the renewal of the Memoranda of Understanding (MOU) for DTI.....59

3. Consideration to approve revisions to Administrative Regulation Manual (ARM) policies: ARM 10-50-10 Bylaws of Board of Directors and ARM 20-35-10 Youth Services.....64
4. Consideration of contract to construct Leawood courtyard and site improvements.....83

B. Information Items

1. Financial and Personnel

- a) The County Librarian and the Finance Director certify those payment vouchers and personnel authorizations for November 2025 were handled in accordance with library and County policy.
- b) The November 2025 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.....112

VI. Old Business

A. None

VII. New Business

- A. Informational Item: 2027-2031 Capital Improvement Plan (CIP) Submission, Dave Vratny, Finance Director.....113
- B. Information Item: Consideration of Contract for Cedar Roe Restrooms, Adisa Collins, Project Coordinator.....124
- C. Information Item: Consideration of Closure at Cedar Roe for restroom renovation, Adisa Collins, Project Coordinator.....124
- D. Information Item: Update ARM 20-10-10 Hours of Service, John Keogh, Regional Manager, and Adam Wathen, Associate Director of Branch Services.....126
- E. Information Item: Consider authorizing a contract with XX to provide Comprehensive Library Master Planning Services, as described in RFP 2025-044, Michelle Olsen, Circulation Manager.....131

VIII. Executive Session: Personnel Review

IX. Adjournment



Monthly Report of the
Volunteer & Friends Engagement Coordinator, Amber Bourek Slater,
to the Board of Directors of Johnson County Library
January 2026

Volunteer Statistics

Although final numbers are still being calculated, the Library saw similar volunteer trends in 2025 to the last two years. This year, the number of volunteers was down about 5% overall but volunteer hours remained steady at over 40,000 hours in 98 volunteer positions. Our biggest changes in volunteer hours included double the number of hours for the Friends Book Nook with their expansion in February 2025. The Program Department also created many new one-time volunteer opportunities with events like Play Lab, Math Day at the Library, Inclusive Storytime, and Dia de los Muertos.

New Volunteer Opportunities

Last year, the Development Department visited all Library departments to discuss our work and to ask how we could work better together. Over the last several months, the Volunteer and Friends Engagement Coordinator and department managers have been working on creating new volunteer positions. Some upcoming opportunities include greeters at Central Resource to help with wayfinding when we have new visitors in the building, volunteers creating lists for our website of book recommendations, event expertise to help with Library Lets Loose, and background checked drivers to help with programs like Home Connect and Walk and Read. We will continue to find new ways that volunteers can support the Library in meaningful ways.

Trends: Micro-volunteering

Micro-volunteering is a term used for volunteers who are signing up for short and/or virtual opportunities, which are easier to fit into busy schedules than traditional long-term volunteer commitments. Micro-volunteering continues to gain popularity at Johnson County Library with over 79 opportunities. Most of those volunteers, outside of the Friends three annual book sales, work in weekly daytime positions. Opportunities include book reviewing, puzzle testing, and teaching English Language Learners online. Also, there are regular weekend opportunities which make it more feasible for teens and working adults to volunteer their time.



Monthly Report
of the Friends of Johnson County Library
to the Board of Directors of Johnson County Library
January 2026

Library Advocacy

Organized by the American Library Association, National Library Legislative Day is a two-day event taking place February 25th and 26th, 2026, in Washington, DC. I have been selected to participate in this event, which brings together library advocates from across the country for advocacy training, networking, and meetings with legislators on Capitol Hill. I look forward to engaging with members of Kansas's delegation and returning with strengthened advocacy skills to support ongoing Library advocacy efforts.

The Book Bank

Friends staff and volunteers have been actively developing the Friends of Johnson County Library Book Bank, our newest community program, which is currently in a soft-launch phase. With a \$500 grant from our inaugural sponsor, Friends of Kansas Libraries, and children's books rotated from Book Nook inventory, we are providing materials to Title I school librarians throughout Johnson County. We are now engaging additional funders with the goal of launching a formal in-kind grant request application on our website, <https://friendsofjcl.org/>, during National Library Week (April 19-25, 2026).

Professional Development Support

It is my honor to share that Friends of Johnson County Library recently received a restricted \$10,000 gift from a longtime supporter to be used for staff development during the coming year. Funds will support professional learning, training, and capacity-building efforts aligned with organizational goals.

Strengthening staff capacity supports our ongoing ability to effectively serve as a stable partner and advocate for Johnson County Library. This contribution represents the largest individual donation the organization has received to-date and marks an important milestone – not because it changes who we are, but because it reflects increasing trust in our work and mission.

Respectfully submitted,

Shanta Dickerson (she/her)
Executive Director

Libraries for all. All for libraries.



Monthly Report
of the Johnson County Library Foundation
to the Board of Directors of Johnson County Library
Shelley O'Brien, Executive Director
January 2026

We are Grateful for Library Heros

We are grateful for those who contribute each year to the Johnson County Library Foundation. The Foundation website has an updated list of 2025 donors. Additionally, we would like to highlight end of the year giving from those who responded to our Library Heros mail appeal.

- Mr. and Dr. Kevin and Rachel Chevalier \$4,000
- Judie Black Becker \$3,000
- Anne Renne \$2,000
- Claude and Tina Thau \$1,500

Over 100 families donated which resulted in over \$25,000 in unrestricted funds to the Library Foundation. We are grateful for each and everyone of you. From the \$5 donor to the \$4,000 donor – you are making a difference. THANK YOU!

Trends in Philanthropy

Philanthropy continues to be strong as we move into 2026.

- **Less paperwork and more grants based on trust.** Thanks to philanthropist Mackenzie Scott, more and more grant makers are asking for less reporting. This gives smaller non-profits the ability to participate in receiving grants without having a professional grant writer on staff.
- **Building trust, means deeper relationships.** Donors are looking to be more involved with the non-profit. Not necessarily in a leadership role, but deepening relationships with the organization on an ongoing basis.
- **Peer to Peer fundraising is more popular than ever** – Donors and volunteers share their experiences and non-profit knowledge with their networks to leverage funding. Personal connections increase charitable giving and grow a greater sense of community.
- **Planned giving continues to plan an important role in charitable giving** – Many individual donors are unable to make a major gift contribution within their lifetime. Planned giving gives them the option to make a strategic gift in their estate plans.

JOHNSON COUNTY LIBRARY: Summary of Expenditures by Cost Category (.75 Increase Only)
November 2025
92% of Year Lapsed

OPERATING FUND

	Programs	2025 Budget
	Revenue	6,079,665
	Administrative Services	
	Information Technology	
	Collection Development	
	Branch/Systemwide Services	71,144
	Transfer to Capital Projects	3,693,532
	Interfund Transfers	
TOTAL OPERATING FUND EXPENDITURES		<u>\$3,764,676</u>
TOTAL .75 INCREASE FUNDS REMAINING OPERATING		<u><u>\$2,314,989</u></u>

SPECIAL USE FUND

	2025 Budget
Revenue:	3,486,675
Expenses:	
Contractual Services (General Maintenance)	
Commodities (Capital Equipment)	159,141
Transfer to Debt Payment	
Transfer to Debt Payment - CLMP	3,131,182
Transfer to Capital Projects	
TOTAL SPECIAL USE FUND EXPENDITURES	<u>\$3,290,323</u>
TOTAL .75 INCREASE FUNDS REMAINING SPECIAL USE	<u><u>\$196,352</u></u>
TOTAL .75 INCREASE FUNDS REMAINING ALL FUNDS	<u><u>\$2,511,341</u></u>

JOHNSON COUNTY LIBRARY TOTAL REVENUE REPORT

November 2025

92% of Year Lapsed

REVENUE ALL FUNDS	2025 Year to Date	2025 Budget	% Budget Year to Date	% Budget YTD Prior Year
Ad Valorem	47,130,740	48,673,540	97%	97%
Ad Valorem Delinquent	(18,915)	297,300	-6%	87%
Motor Vehicle	3,681,342	3,587,813	103%	103%
Library Generated - Copying/Printing	77,127	108,206	71%	71%
Library Generated - Fees	41,434	42,000	99%	168%
Sale of Library Books	12,447	50,000	25%	28%
Misc Other	38,498	18,703	206%	47%
Reimbursements	244,173	791,000	31%	39%
Library Generated - Other Charges	0	0	0%	0%
Investment	1,658,288	825,000	201%	143%
Unencumbered Balance Forward	0	926,000	0%	0%
Transfer from Capital Projects	0	0	0%	0%
Sale of Capital Assets	3,930,000	0	0%	0%
Recreational Vehicle Tax	22,073	14,995	147%	130%
Commercial Vehicle Tax	69,333	64,835	107%	103%
Heavy Trucks Tax	3,984	4,557	87%	98%
Rental Excise Tax	68,034	70,464	97%	101%
Payment in Lieu of Taxes	407,844	0	0%	0%
State and Federal Grants	165,810	273,607	61%	49%
TOTAL REVENUE	57,532,212	55,748,020	103%	90%

Expenses ALL FUNDS with Collection

Encumbrance	2025 Year to Date	2025 Budget	% Categories Expended
Salaries and Benefits	25,482,439	29,358,440	87%
Contractual Services	4,672,102	7,654,967	61%
Commodities	4,776,131	5,386,244	89%
Risk Management Charges	196,168	261,286	75%
Capital / Maintenance / Repair	3,693,532	5,985,047	62%
Transfer to Capital Projects	3,131,182	3,127,170	100%
Grants	167,989	273,607	61%
Interfund Transfer	3,701,259	3,701,259	100%
TOTAL EXPENDITURES	45,820,802	55,748,020	82%

Revenue - Expenses as of November 30, 2025 11,711,410

RESERVES ALL FUNDS	As of 12/31/24
Reserves Operating Fund	16,689,524
Reserves Special Use Fund	3,259,982
Total JCL Reserves	<u><u>19,949,506</u></u>

JOHNSON COUNTY LIBRARY: Summary of Expenditures by Cost Category
November 2025
92% Year Lapsed

OPERATING FUND

Programs	2025 Year to Date	2025 Budget	% Program Expended
Administrative Services	4,291,327	5,864,996	73%
Information Technology	3,841,443	5,720,876	67%
Collection Development	3,788,801	4,230,389	90%
Branch/Systemwide Services	21,819,762	26,223,885	83%
Risk Management Charges	195,965	261,286	75%
Grants	167,989	273,607	61%
Transfer to Capital Projects	3,693,532	5,985,047	62%
Interfund Transfer	3,701,259	3,701,259	100%

TOTAL OPERATING FUND EXPENDITURES	41,500,079	52,261,345	79%
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SPECIAL USE FUND

	2025 Year to Date	2025 Budget	% Budget Expended
Contractual Services (General Maintenance)	0	202,505	0%
Commodities (Capital Equipment)	159,141	157,000	101%
Transfer to Debt Payment	0	0	0%
Transfer to Capital Projects	3,131,182	3,127,170	100%

TOTAL SPECIAL USE FUND EXPENDITURES	3,290,323	3,486,675	94%
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TOTAL EXPENDITURES	44,790,402	55,748,020	80%
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JOHNSON COUNTY LIBRARY: Summary of Expenditures by Type
November 2025
92% Year Lapsed

ALL FUNDS

Categories	2025 Year to Date	2025 Budget	% Categories Expended
Salaries and Benefits	25,482,439	29,358,440	87%
Contractual Services	4,436,402	7,654,967	58%
Commodities	3,981,431	5,386,244	74%
Risk Management Charges	196,168	261,286	75%
Capital / Maintenance / Repair	3,693,532	5,985,047	62%
Transfer to Debt Payment	0	0	0%
Transfer to PBC Capital Leases	3,131,182	3,127,170	100%
Grants	167,989	273,607	61%
Interfund Transfer	3,701,259	3,701,259	100%

TOTAL EXPENDITURES	44,790,402	55,748,020	80%
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GRANTS*						
	Expenditures through 11/30/2025	Source	Received	Expenditures	Grant Award	Budget Remaining
285000091	2023-State Aid	State	3/29/2023	\$132,568.53	\$132,568.53	\$0.00
285000092	2024-State Aid	State	3/12/2024	\$132,886.40	\$132,886.40	\$0.00
285000094	2025-State Aid	State	4/17/2025	\$165,810.08	\$165,810.08	\$0.00

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

Expenditure of Friends of the JCL Donations 2025

<i>Expenditure Details</i>	<i>November</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	345.00
Board Retreat Expenses	0.00	0.00
Miscellaneous	0.00	0.00
Total Expenditures	\$ -	\$ 345.00

Trends from the Development Department

January 2026



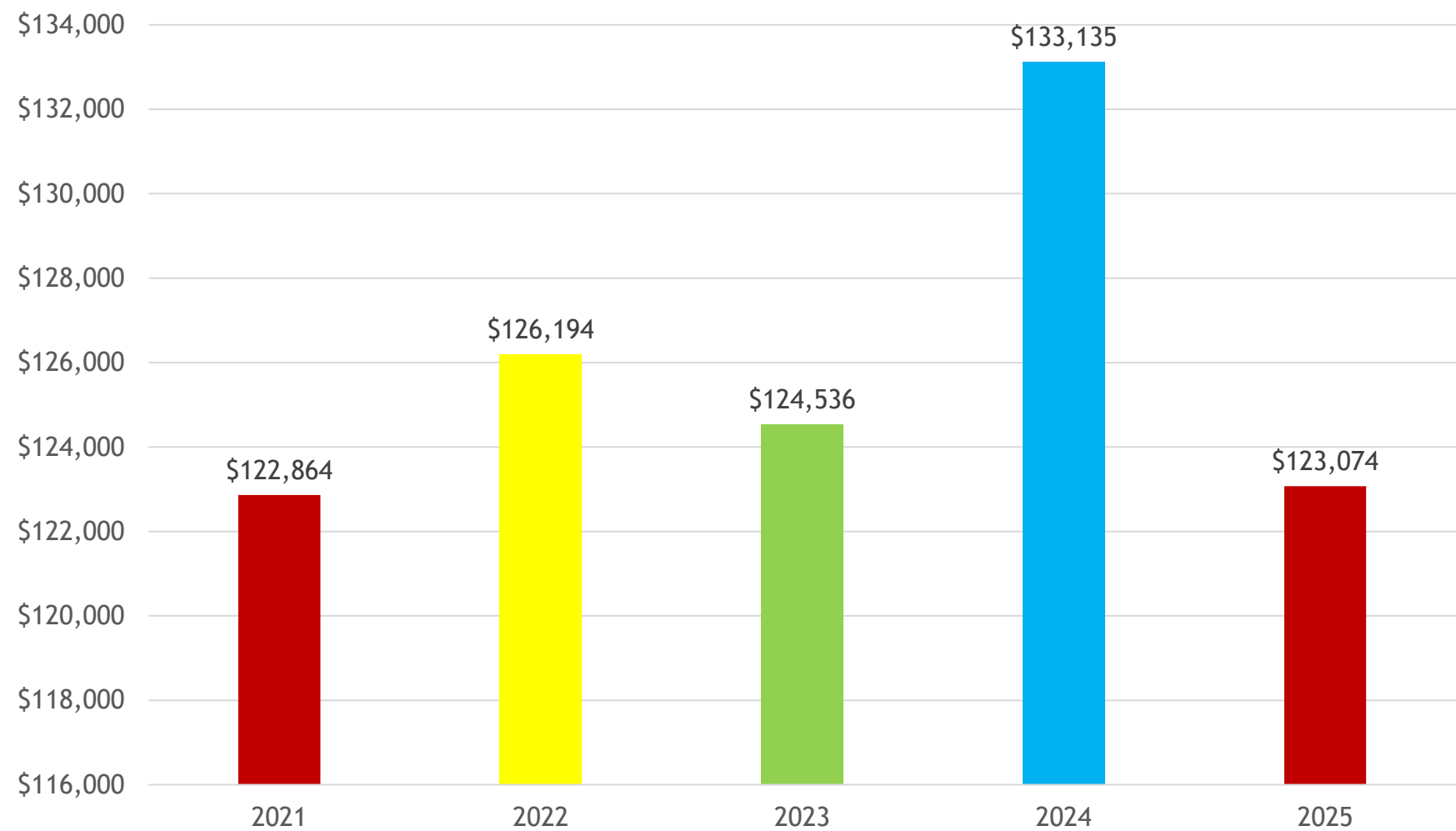
Development Department at Johnson County Library



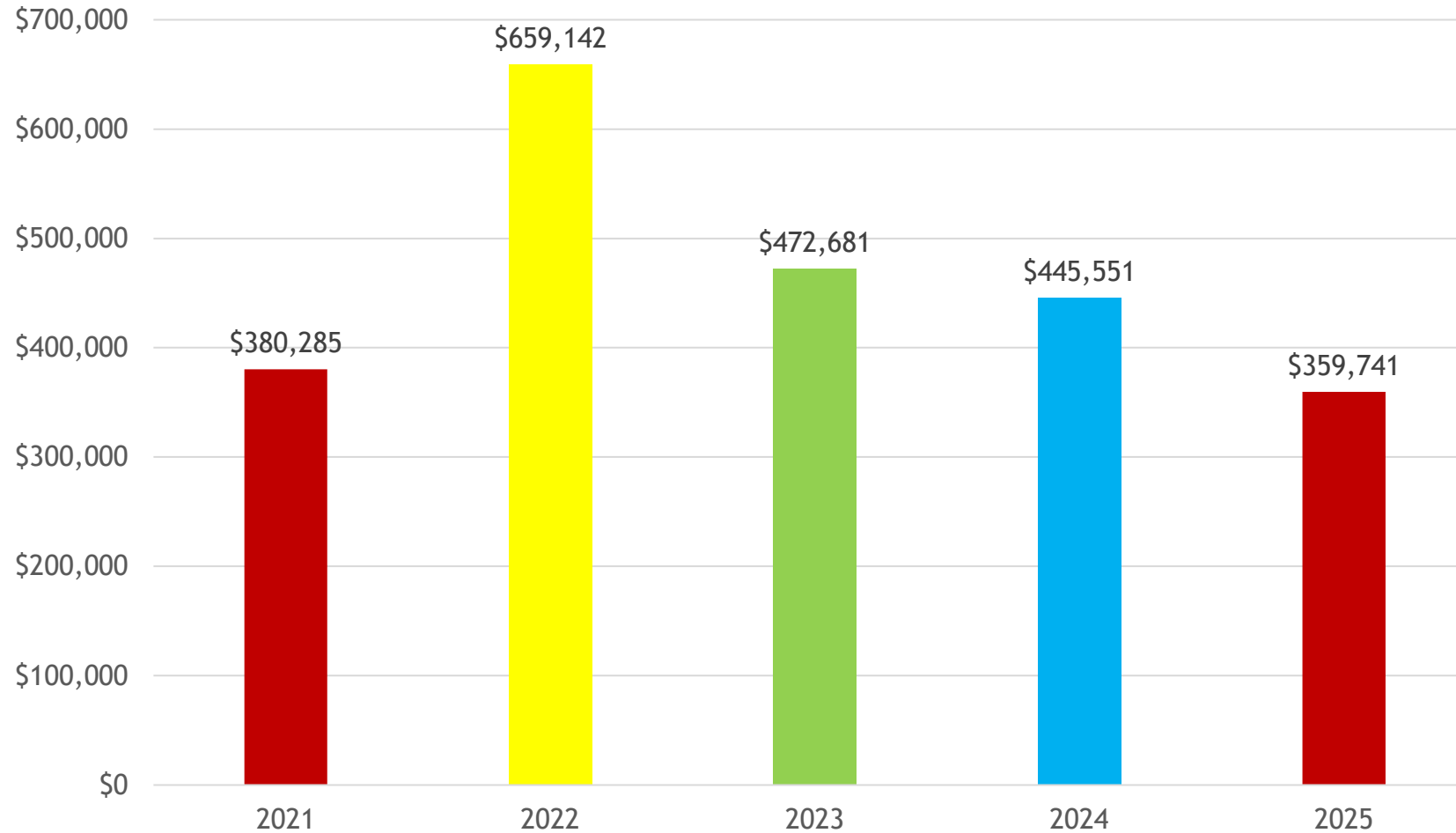
Amber Bourek Slater, Volunteer and Friends Engagement Coordinator
Shelley O'Brien, Development Director
Melissa Stan, Donor Relations Coordinator
Cara Duncan, Development Clerk



JCL Foundation Annual Gift to the Johnson County Library Collection



JCL Foundation – Overall Funding Raised Each Year

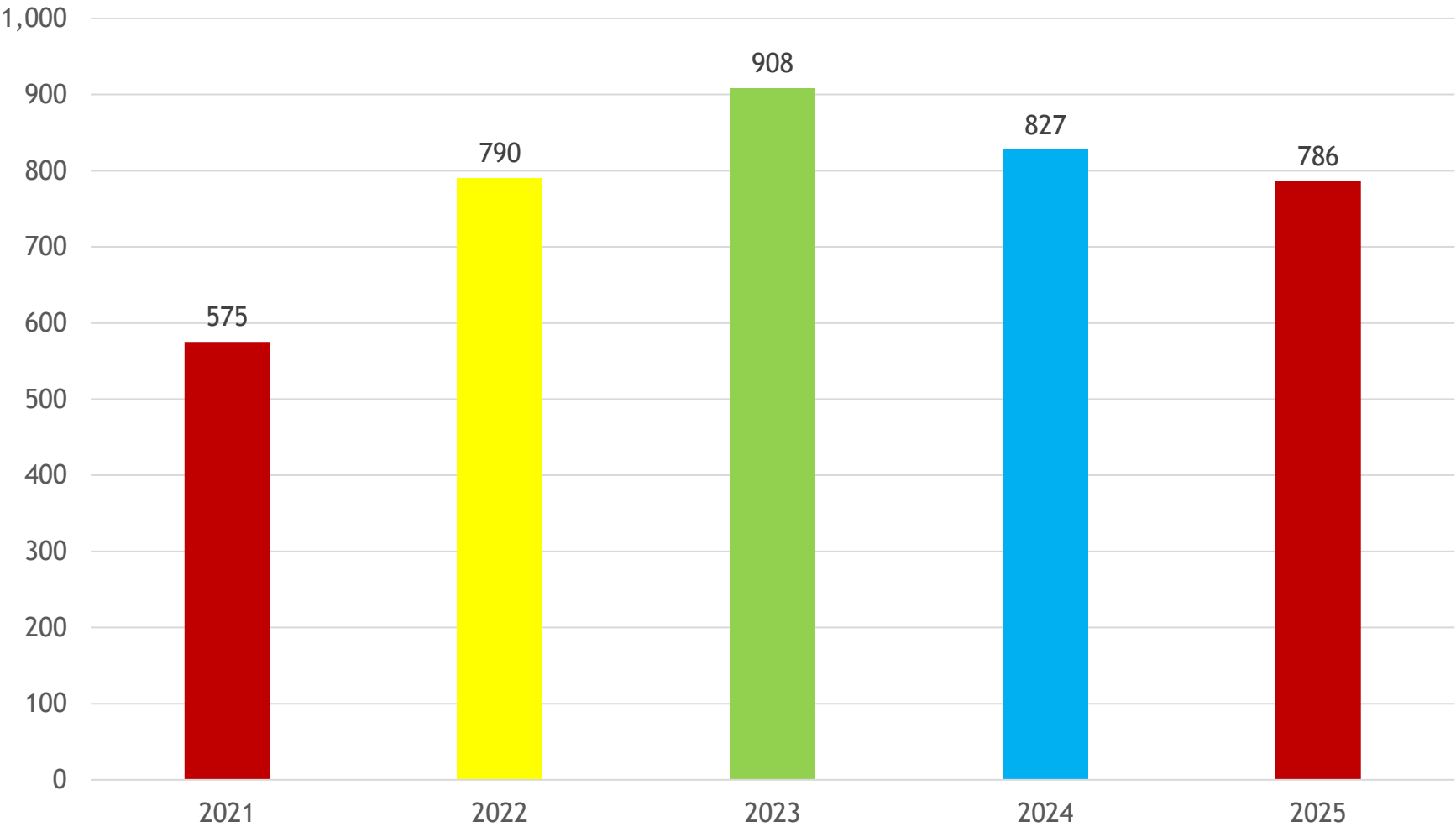


JCL Foundation – Trends in 2025 and looking to 2026

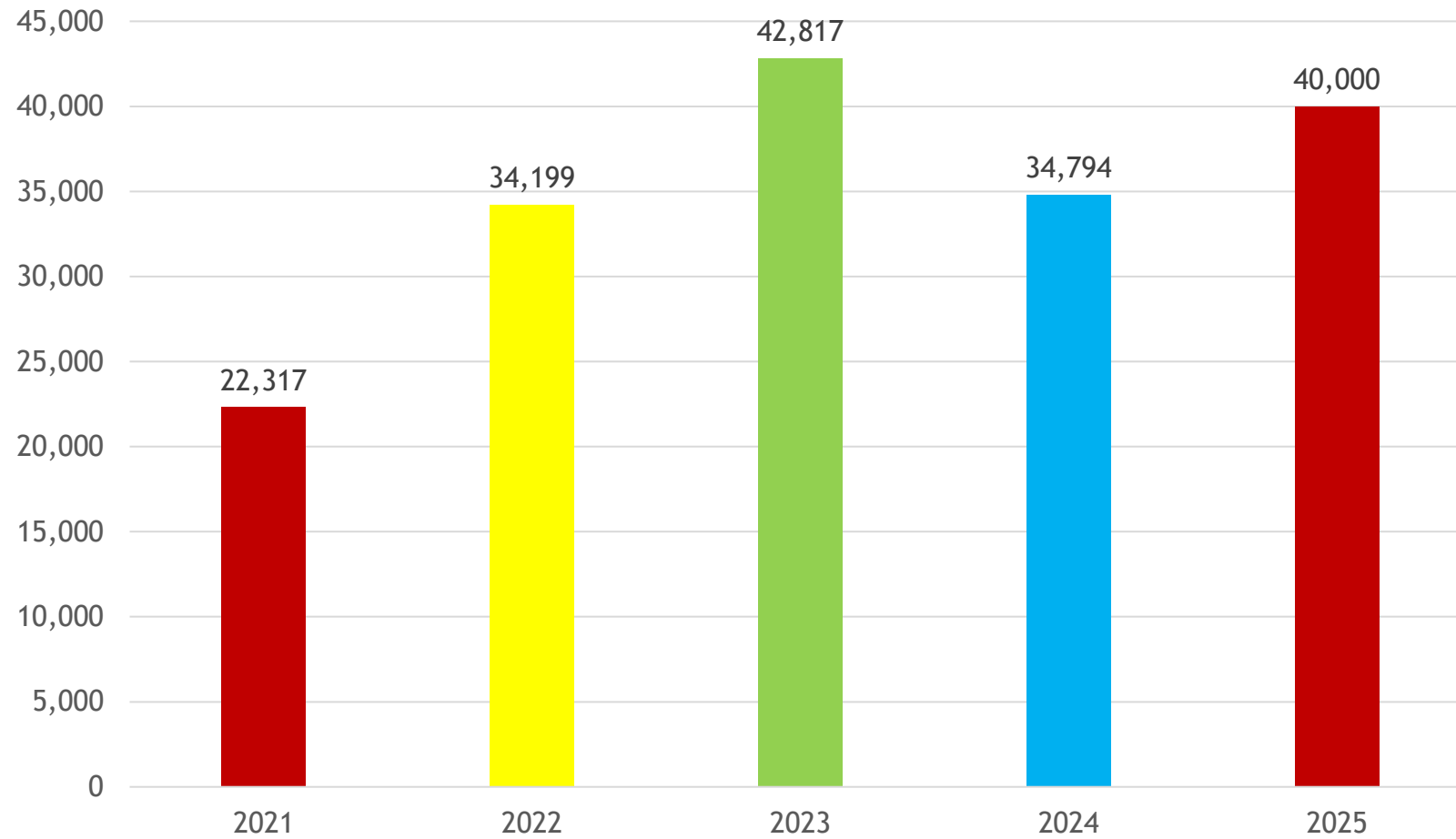
- Focus on stewardship and telling the impact story
- Communicate a planned giving message
- Branding the Foundation closer to the Library
- More relationship fundraising with Foundation Board and volunteers



Total Number of Volunteers – Combined



Total Number of Volunteer Hours – Combined



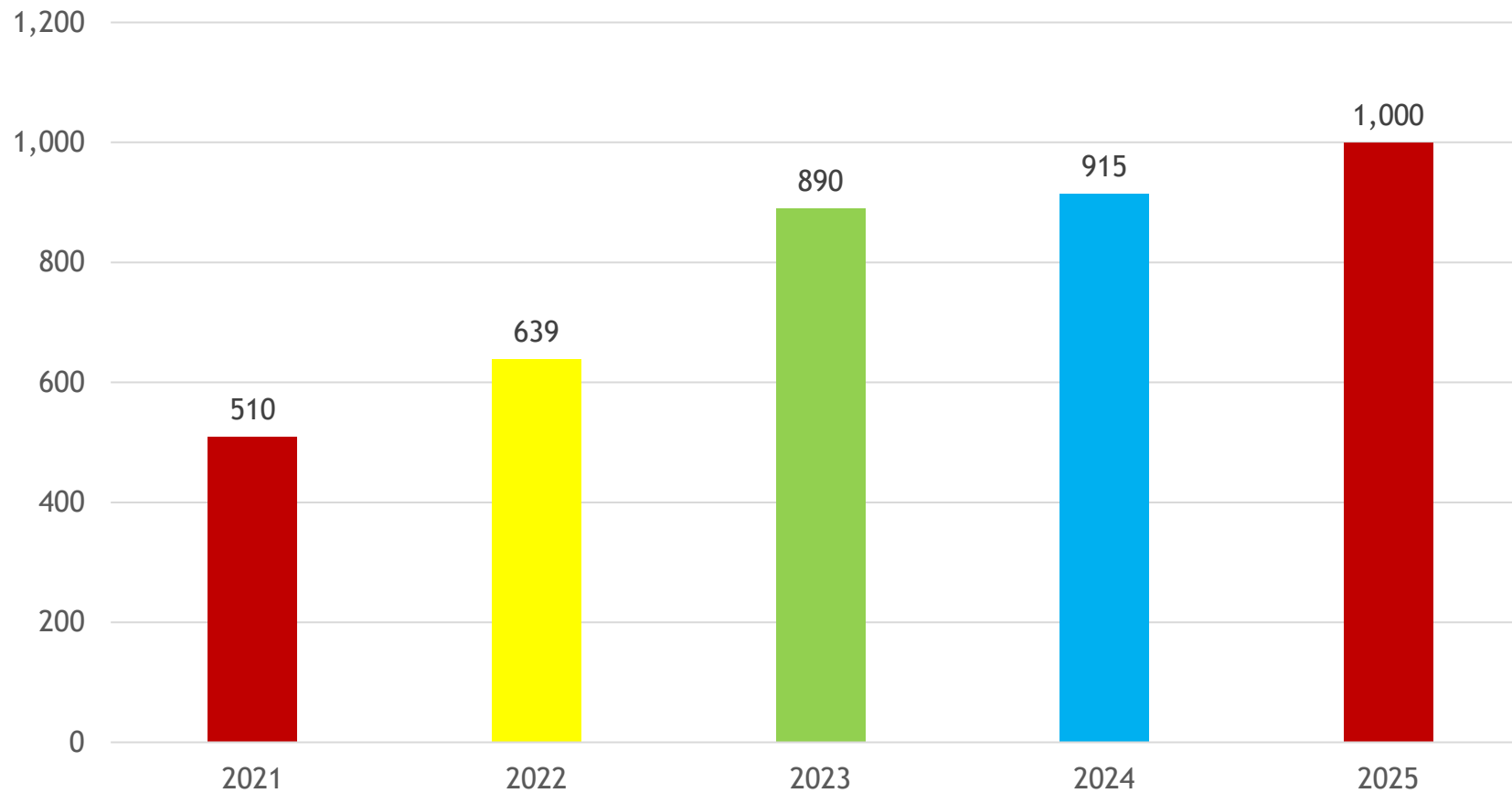
Volunteer Trends in 2025 and looking forward to 2026

- Friends continue to need more volunteers to operate the Book Nook and additional hours
- Library needs an increase in volunteers to meet both ongoing and episodic volunteer needs
- Marketing and outreach will increase this year for volunteer recruitment





Total Number of Friends Members





Friends – Trends in 2025 and looking forward to 2026

- Increase advocacy on behalf of Johnson County Library in Topeka and within the County
- Grow number of members in 2026
- Expand charitable opportunities within the community – donating books to local Title One School libraries



Spring Hill and De Soto Renovations

January 2026



Construction Updates

- Spring Hill
 - New entrance steps and seating plaza ground grading for concrete to be poured
 - Existing exterior brick painted
 - Replacement of rotten fascia boards on existing building
 - Continual exterior work to weather tight addition
- De Soto
 - Front exterior siding prep installed
 - Continuing to prep interior walls for painting



Next Steps

- Spring Hill
 - New addition exterior completed for winter weather
 - New addition start interior mechanical, electrical, and plumbing work
 - Existing building floor prep, interior painting, restroom tile installation
- De Soto
 - Restroom tile installation
 - Floor prep
 - Interior wall painting
 - Exterior façade installed



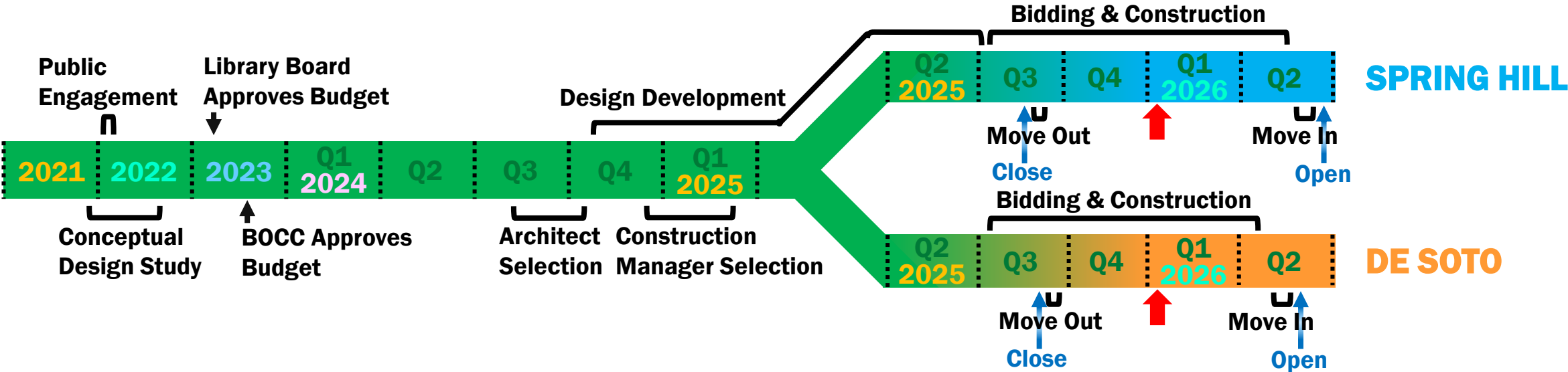
Next Steps

- Tonight
 - Presentation on Extended Access Pilot
 - Hours of Service policy update
- Presentations from sub-teams coming periodically over the remainder of the construction phase
- February – IT/Security sub-team will share about their work



Spring Hill and De Soto Renovations:

Anticipated Project Timeline



Extended Access: A Pilot

January 2026



Extended Access Pilot

The extended access pilot will grant registered patrons secure access to the library outside of the branch's regular staffed hours

During extended access hours, patrons will be able to pick up holds, browse the collection, and use computers and printers in a self-service model



Goals

To assess the viability of this type of service and determine whether it adds value to the community

To offer increased service levels to the community



Design

Analysis of library usage patterns both in the Spring Hill community and across the system

Community input



Metrics for Success

Number of sign-ups

Usage: Frequency, days, times and types

Community feedback



Outcomes

Potential to adjust service hours and staffing based on usage patterns and feedback

Determine whether / when to launch extended access services at other locations



Timeline

Launch in mid-2026 at the Spring Hill Library when it reopens

6 months: Initial evaluation & recommendations

1 year: Further evaluation & recommendations

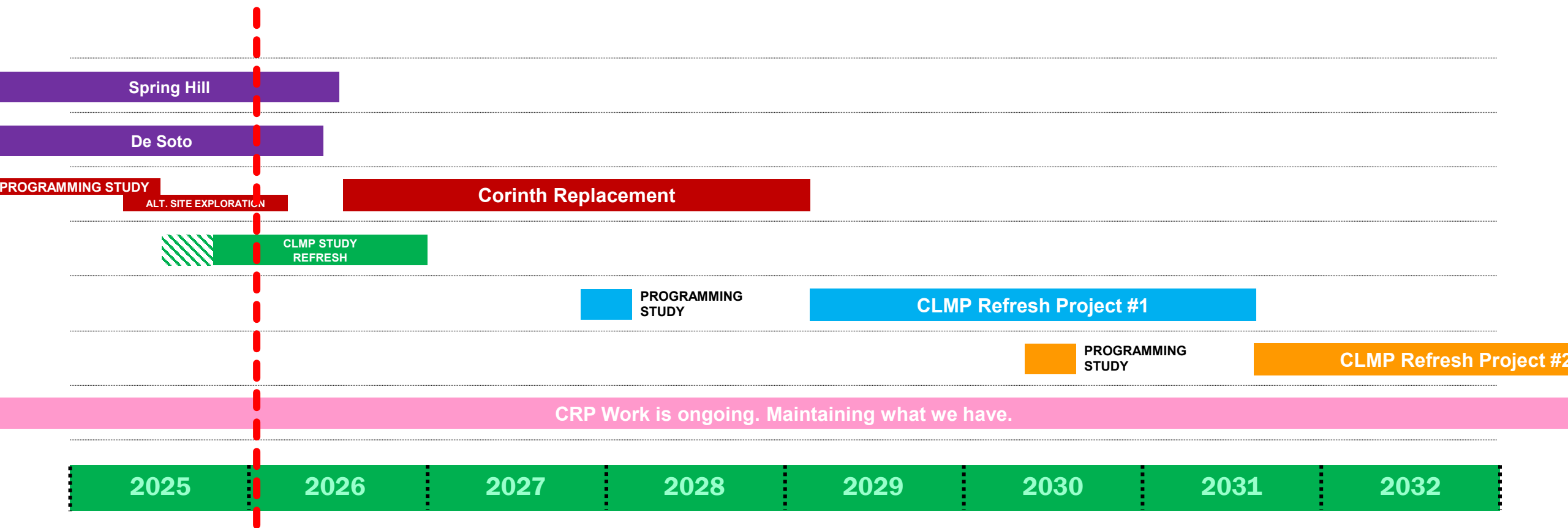


Capital Projects: Timeline Summary

January 2026



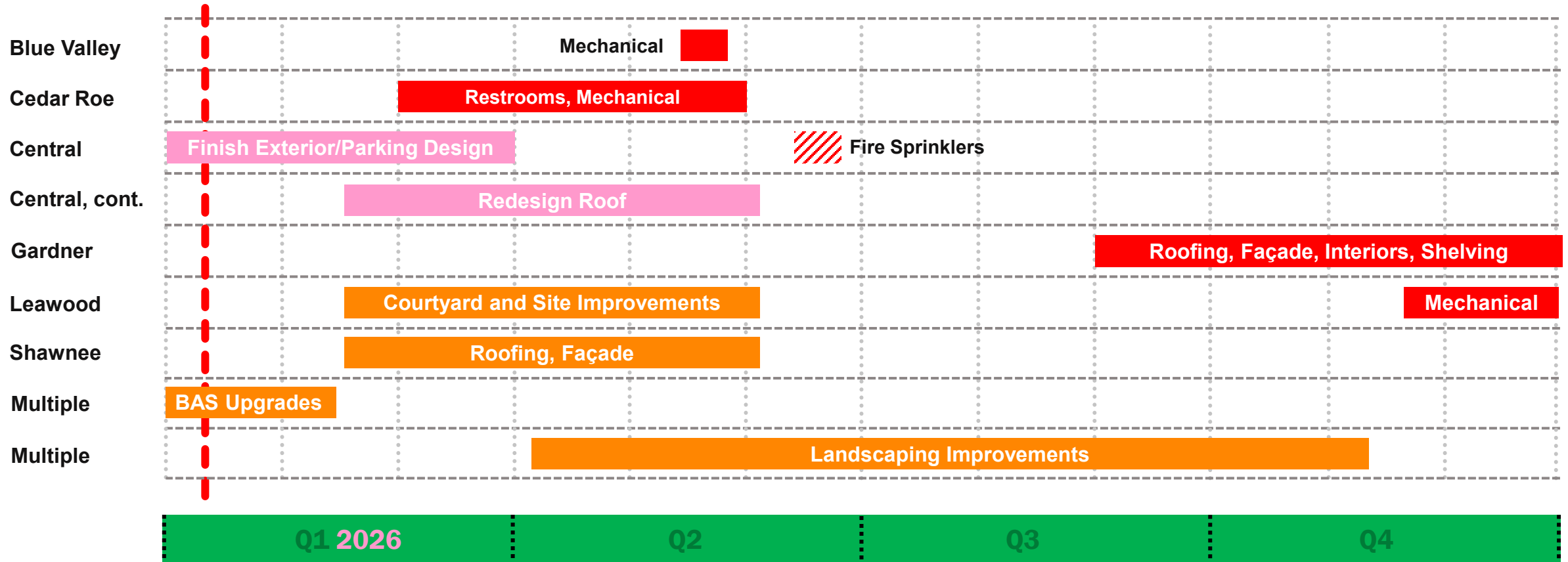
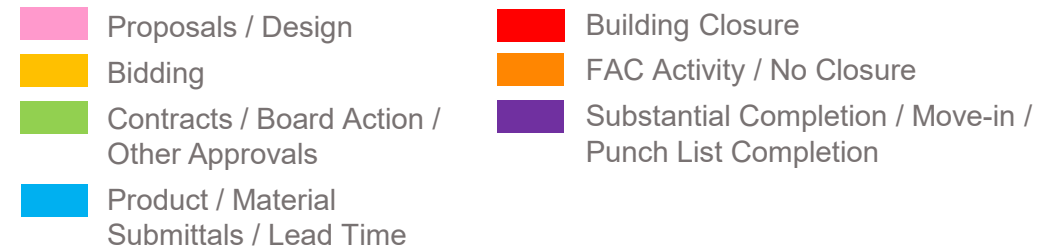
Capital Improvement Projects: Anticipated Timeline



This visual is shown as an illustration with anticipated dates
and may change.



2026 CRP Anticipated Timeline



This visual is shown as an illustration with anticipated dates and may change.



Comprehensive Library Master Plan Update

Updates:

- Interviews scheduled for next week
- Informational briefing sheet for consultant contract

Next Steps:

- Selection team interviews shortlisted firms
- Interview scores will be tabulated by County Purchasing
- Selection of consultant



Leadership in Action 2025

January 2026



Tricia Rightmire

Patron Services Specialist



Tricia demonstrated outstanding initiative and innovation in improving services for non-English speaking patrons at Johnson County Library.

- Identified a gap in customer service and presented a thoughtful solution while collaboratively involving peers and other Library departments.
- Proposed a document featuring common library phrases and instructions translated into a variety of languages.
- Efforts grew to create a comprehensive intranet landing page for accessible translation of common Q&A, leading to more confident staff and a more welcoming environment for all Library patrons.



Pre-Nomination Committee Survey

January 2025



Why a survey?

- The nominating committee should be composed of the outgoing Chair and two board members who are not seeking officer positions to enhance transparency.
- A pre-nomination survey is proposed to identify board members interested in serving as officers, allowing for the selection of an impartial nominating committee.
- Indication of interest in office, including priority or comments regarding your choice(s), will assist the Chair in appointing an impartial nominating committee.



Chair is automatically assumed per ARM 10-50-10

Terms of Office:

- The Vice Chair/Secretary shall automatically assume the Chair position.
- The chair shall preside at all meetings, appoint all committees, subject to the approval of the Board, authorize calls for any special meetings, and generally perform the duties of a presiding officer and those duties specified for the chair in the bylaws.
- 1 Agenda Review meeting per month
- Various meetings as needed



2026-2027 Library Board Open Officer Positions

Vice Chair/ Secretary:

- The vice chair, in the absence of the chair from a Board meeting, shall conduct the meeting and perform any necessary additional functions authorized by a majority of those present. The vice chair shall serve as secretary and sign all minutes prepared by the clerk of the Board. The vice chair heads the annual performance evaluation process of the County Librarian, and works with the Personnel Committee, if any, appointed by the chair.
- 1 Agenda Review meeting per month
- Heading Personnel Committee, as appointed by Chair
- Various meetings as needed



2026-2027 Library Board Open Officer Positions

Treasurer:

- The duties of the treasurer are set forth in K.S.A. 12-1226, but the treasurer may be assisted by staff in performing those duties.
- (https://www.ksrevisor.org/statutes/chapters/ch12/012_012_0026.html)



MINUTES JOHNSON COUNTY LIBRARY BOARD

REGULAR MEETING

December 11, 2025
at Central Resource Library
4:00 p.m.

BOARD: Jeffrey Mendoza, David Sims, Chrysalyn Huff, Jennifer Hrabe, Charles McAllister, and Jodie Dietz

ABSENT: Kelly Kilgore

BOARD ATTORNEY: Andrew Logan.

BOCC: Commissioner Julie Brewer

STAFF: (All JCL, FAC staff) Tricia Suellentrop, Adam Wathen, Ben Sunds, David Vratny, Jen Mahnken, Patti Kangethe, Shelley O'Brien, Aaron Otto, Scott Sime, Shanta Dickerson, Megan Levitt, Adissa Collins, Lori Ross, Lacie Griffin, Terry Pulliam, Diana Spencer, Joseph Keehn, Lisa Nason, John Keogh, Amy Barclay, Angel Tucker, Amber Bourek Slater, Matt Hammes, Steven Marin, Bret Sorensen, Tom Erdman, Charles Hower, Allie Gibler and Shannon Goebel, and Megan Wasek

PUBLIC COMMENTS:

No Public Comments.

REMARKS FROM THE LIBRARY BOARD OF DIRECTORS:

Ms. Huff addressed actions that occurred during a recent meeting. Her comments shifted in response to the tone of the discussion, resulting in a reactive moment while advocating for staff and organizational values. A commitment to supporting the Board, staff, and the professional standards of the library remained clear. A follow-up conversation with Chairman Mendoza included mutual apologies and reaffirmed a shared dedication to the organization and its communities.

Board Chair Mendoza expressed support for the Navy team in the upcoming Arm-Navy game, then he recounted discovering a heartfelt Facebook post from the library, highlighting a recent gesture of appreciation from local elementary school students toward the Corinth staff. Mr. Mendoza encouraged broader sharing of this story and requested staff involvement.

Allie Gibler and Diana Spencer, patron service specialists in the Northeast region, expressed appreciation for the opportunity to speak. They shared the longstanding relationship between the Corinth Library and Highlawn Montessori School, established in 1963. Students from the school visited the library biweekly to explore books and practice research and library skills. Before Thanksgiving, Corinth staff received handwritten cards and symbolic treat bags from the students, expressing gratitude and enthusiasm for the library. The gesture was deeply appreciated and prompted the staff to share the story publicly. Several cards were brought for the Board members to review. Board Chair Mendoza thanked Highlawn Elementary and the library branches for their continued efforts.

DEVELOPMENT DEPARTMENT REPORT

Shelley O'Brien, Development/Foundation Director, presented on behalf of the Development Department combining the Friends of the Johnson County Library, the Johnson County Foundation, and the Johnson County Library Volunteers. The written reports are included in the December Library Board Report.

Ms. O'Brien thanked attendees for participating in the successful TriBoard event and suggested the Book Nook as a potential permanent venue. She reported that Friends membership had reached 1,200 members, with a year-end push underway, emphasizing its importance for advocacy during the legislative season. Ms. O'Brien invited Library Board members to join the Kansas Library Association's advocacy day in Topeka on Tuesday, January 27, noting plans for 18 participants, including staff and volunteers.

In response to questions from Ms. Dietz, she explained that legislative updates would primarily be shared through the Friends' newsletter, which offers timely information on proposed bills and advocacy efforts.

COUNTY COMMISSIONER REPORT:

Commissioner Brewer provided updates on recent county activities. The county approved both its State and Federal legislative platforms and hosted a legislative lunch with strong attendance from state legislators to discuss alignment with the 2026 session priorities. Commissioner Brewer noted that the state platform was available online, with the federal platform expected soon.

Commissioner Brewer also highlighted Kansas City's participation as one of 16 host cities for the upcoming FIFA World Cup, marking the first time the tournament would span three countries and feature 48 teams. Kansas City was set to host six matches, including games featuring top-ranked teams such as Argentina and the Netherlands. The county, in collaboration with Overland Park and Lenexa, approved a new transit route connecting the airport to key hubs, with pilot testing scheduled for April and continued service beyond the World Cup.

Additionally, Commissioner Brewer addressed public safety and funding challenges due to rising service demands, particularly among the growing senior population. The county had pursued a public safety sales tax initiative and withdrew the related ballot issue following a recent summary judgment. Commissioner Brewer emphasized the need to explore alternative funding mechanisms for mandated services and welcomed further questions.

BOARD COUNSEL REPORT

Mr. Andrew Logan, Board counsel, reviewed the role of legal counsel in contracts, facility closures during inclement weather, and ownership of property.

Mr. Logan stated that legal counsel collaborated closely with library staff to review, negotiate, and update approximately 100 contracts annually. Reviews ensured compliance with state law and the Administrative Regulation Manual (ARM), including Kansas Cash Basis law and budget limitations. Contracts were certified after review, and, where applicable, authority to execute certain contracts was communicated with the County Librarian under purchasing policies.

Regarding facility closures, Mr. Logan explained that ARM 10-10-12 governed closures for maintenance and emergencies. In cases such as severe weather, the County Librarian is delegated authority to make case-by-case decisions based on local conditions and county consultation.

On property ownership, Mr. Logan confirmed that the Board of Directors of the Johnson County Library was the legal owner of real estate under KSA 12-1223, with authority to acquire, dispose of, and manage property, subject to ratification by the Board of County Commissioners.

In response to a question about flexibility of closing some locations rather than all during weather events, Mr. Logan noted that ARM allowed discretion for localized decisions. County Librarian Suellentrop added that, in practice, closures were typically countywide, when possible, but individual branches such as Edgerton, Spring Hill, and De Soto had been closed independently when conditions warranted.

COUNTY LIBRARIAN REPORT

Finance Report

Dave Vratny, Finance Director, presented the financial report to the Board, this report is included in the December Board Report.

Mr. Vratny reported that at the end of October 2025, Johnson County Library had reached approximately 83% of the fiscal year. Total revenue stood at \$57.4 million, exceeding the 2025 budget by \$1,700,000. This surplus was largely attributed to the \$3.9 million sale of the Antioch properties earlier in the year. Year-to-date expenditure totaled \$43.4 million, or 78% of the annual budget, which was slightly behind expectations but considered favorable.

In response to question from Ms. Dietz, Mr. Vratny shared that when excluding the Antioch sale (\$3.9 million), revenue stood at approximately \$53.5 million, representing about 96% of the anticipated amount with several months remaining. Vratny noted additional revenue was expected from ad valorem taxes, investment interest, and an interlocal agreement with Olathe Public Library, estimated at \$690,000. He expressed confidence that final revenues would be near 100% of projections and affirmed the soundness of the budgetary process.

Quarterly Statistics Report

Adam Wathen, Associate Director of Branch Services, presented on the Quarterly Statistics Report, these reports are included in the December Board Report.

Mr. Wathen presented third-quarter year-to-date statistics. Physical circulation trends aligned closely with the previous year, while digital usage continued to rise steadily, maintaining a consistent monthly ratio. Over time, physical circulation showed a slight decline, though it remained significantly higher than digital circulation, which continued its upward trajectory. Visitation trends mirrored prior years, with September exceeding past levels despite an August dip. New card applications followed historical patterns, with seasonal upticks, and active user counts remained above previous years.

Commissioner Brewer questioned the apparent decline in new card applications compared to the rise in digital usage, noting personal experience with e-reading. Mr. Wathen clarified that the metric tracked monthly issuance of new cards, not overall active users, and confirmed that new card applications were consistent with prior years. He explained that active user counts had increased compared to previous years, with annual dips due to data cleanup. Commissioner Brewer inquired about tracking active users in 2023, and Mr. Wathen confirmed a metric reset occurred that year.

Ms. Dietz suggested that, over time, the county might approach full card saturation, though Mr. Wathen noted complete coverage was unlikely. He indicated that more detailed reports would be

provided next year. Ms. Dietz and Ms. Chrysalyn Huff requested future budget discussions to address the financial impact of growing digital usage.

Branch Services Department Trends

John Keogh, Regional Manager, presented the Branch Services Department Trends to the Board, this report is included in the December Board Report.

Mr. Keogh provided an overview of the department's scope, operations, and future initiatives. He noted that Branch Services was formally established as a department in 2024 following a reorganization and adopted a regional service model to ensure consistent service across 14 locations. The department represented approximately 73% of library staff and served as the primary point of contact for patrons.

Mr. Keogh reported that Branch Services supported a population of about 473,000 and had approximately 210,453 active cardholders. From January through October, the department facilitated 141,788 public computer sessions across 328 devices, welcomed 1,471,935 visitors, and hosted 57 community group tours. Services extended beyond physical locations through phone and email reference, website content, and social media engagement.

Community partnerships included agreements with Johnson County Elections for polling sites and ballot boxes, and with the American Heart Association for blood pressure machines, which recorded 6,253 readings since July. Mr. Keogh emphasized the importance of patron feedback and highlighted plans for a Community Connections space, piloting at Central in 2026, to provide space for nonprofit and county agencies to connect with patrons. He concluded by affirming the department's commitment to evaluating services and meeting evolving community needs.

COMPREHENSIVE LIBRARY MASTER PLAN

Scott Sime, Project and Event Manager and Megan Levitt, Project Coordinator, presented on the Comprehensive Library Master Plan, these reports are included in the December Board Report.

Spring Hill and De Soto

Megan Levitt, Project Coordinator, provided an update on the Spring Hill and De Soto building renovations, as included in the December Board Report.

Ms. Levitt provided an update on construction projects at Spring Hill and De Soto. At Spring Hill, steel framing and roof decking were completed, siding installation had begun, and new shingles were added to the existing building. Drywall installation was underway, and preparations for mechanical, electrical, and plumbing work were scheduled. At De Soto, the front concrete, including ADA ramp, stairs, seating area, and sidewalk, was poured, and drywall installation continued. Exterior improvements, including signage and façade work, were progressing.

In response to a question from Commissioner Brewer, Ms. Levitt confirmed that both locations would include a conference room seating six to eight people and a study room for two to four, addressing prior lack of meeting spaces. She noted that outdoor areas and additional seating would enhance usability. Community feedback indicated strong support for these improvements, and local officials expressed interest in project updates. Ms. Levitt emphasized that both projects remained on schedule and within budget, with technology installations planned for quarter one and extended access updates forthcoming.

Spring Hill and De Soto Extended Access Team

Amber Bourek Slater, Volunteer & Friends Engagement Coordinator, and Matt Hammes, Branch Operations Manager, presented the Spring Hill and De Soto Extended Access Team report, as included in the December Board Report.

The initiative began in 2018 when the Board requested exploration of innovative ways to expand hours and services. In 2022, the project team researched similar programs in other library systems, and in 2023, administrative approval was granted to pilot extended access at the Spring Hill branch.

The pilot will allow adult patrons who register and sign an agreement to access the branch for self-service during hours aligned with larger locations. Services will include holds pickup, browsing collections, computers, printers, restrooms, self-checkout, and seating; meeting and study rooms will remain unavailable during the pilot. Security measures will include controlled access, alarms, surveillance, and credentialing for approved users.

The project team, which includes security, IT, and branch managers, reviewed over 25 policies and collaborated with county departments and the City of Spring Hill to ensure compliance and safety. Current work focuses on policy updates and documentation, with a small, hours policy change planned for a future board meeting.

The Board engaged in an extensive discussion regarding the proposed Extended Access pilot for the Spring Hill branch.

Ms. Dietz, expressed her desire to represent the southern region of the County, and expressed strong reservations about the concept. Ms. Dietz emphasized that while she supported extending hours for Spring Hill to better serve the community, she opposed unstaffed evening hours. She expressed that libraries are vital community partners and that personal interaction with knowledgeable librarians is essential for building rapport and providing quality service.

Ms. Huff expressed strong reservations about an unstaffed library model. Ms. Huff cited significant safety and security risks, stressing that the community was not prepared for such an approach, and she expressed concern for local law enforcement, if incidents occurred.

Ms. Dietz clarified that her objection was not to extended hours themselves but due to the absence of staff during those hours. She reiterated her desire for Spring Hill patrons to enjoy the same level of service as those at larger branches like Central, Blue Valley, and Lenexa.

Ms. Hrabe expressed that she viewed the pilot as an innovative opportunity. Ms. Hrabe noted that similar models were being adopted in other industries and expressed confidence that patrons who completed the registration process and signed waivers were unlikely to misuse the service. She requested clarification on the proposed schedule and asked whether Lenexa's holds lobby had experienced any issues. Staff confirmed that Lenexa's model had operated without safety or security problems.

Commissioner Brewer acknowledged Spring Hill's rapid growth and demographic trends, noting that the community was among the fastest-growing in the county. Commissioner Brewer raised concerns about limiting access to unstaffed hours, suggesting that the pilot should also test additional staffed evening hours to better understand patron demand and usage patterns. She recommended analyzing visitor statistics and stressed the importance of providing troubleshooting support for patrons using self-service technology.

In response to a question from Board Chair Mendoza, Ms. Bourek Slater clarified that access would include credentialing and security measures and explained that patrons would register in advance, sign an agreement, and receive a fob linked to their library account for controlled entry. Security protocols would include surveillance cameras, alarms, and access control systems. Patrons would also have access to telephone reference services during extended hours for assistance with technology or other issues. Emergency procedures were being finalized, and existing policies would largely apply to the pilot.

County Librarian Suellentrop confirmed that specific hours would be presented to the Board in January, with formal action scheduled for February. She acknowledged that staffing additional evening hours would require budget adjustments and estimated that two full-time equivalents (FTEs) might be needed to provide consistent coverage. County Librarian Suellentrop noted that creative solutions, such as volunteer engagement and partnerships, had been used successfully in smaller branches and could be explored further. She emphasized that the pilot was intended to gather data on usage, costs, and operational challenges before any long-term decisions were made.

Mr. Sims suggested incorporating an updated hours study into the broader Comprehensive Library Master Plan Refresh, given that the last analysis was conducted nearly a decade ago. He supported the pilot as a step toward improving access and stressed the need for thorough evaluation. Mr. Sims and other members asked about experiences in other library systems, and staff confirmed that interviews with comparable systems revealed no major safety or crime issues associated with extended access programs.

Mr. McAllister underscored the importance of comprehensive documentation and risk management throughout the process, given the concerns raised.

Ms. Hrabe concluded the discussion by thanking staff for their efforts and expressed interest in seeing the pilot move forward.

Overall Timeline

Scott Sime, Project and Events Manager, reported on Capital Improvement Plan (CIP) timeline and Capital Replacement Plan (CRP) 2025 timeline; these timelines are included in the December Board Report.

Mr. Sime provided updates on the library's capital projects and the Capital Replacement Program (CRP) for 2025. He confirmed there were no changes to the Comprehensive Library Master Plan timeline. He reported that Cedar Roe's restroom renovation design was complete, with bidding underway and a potential spring closure anticipated. Facilities were also evaluating additional mechanical and lighting upgrades for Cedar Roe to determine if bundling improvements was feasible. Shawnee remained closed for front entry door and ceiling tile replacement, with reopening scheduled for Monday. Building automation system (BAS) upgrades were nearly complete at Monticello and Lenexa, in progress at Blue Valley and Edgerton, and expected to finish by early 2026. Sime noted that a preview of 2026 capital work would be presented next month.

Comprehensive Library Master Plan Refresh

Scott Sime, Project and Events Manager, reported on Comprehensive Library Master Plan Refresh status.

Regarding the master plan refresh, Mr. Sime stated that the request for proposal (RFP) process had closed with seven responses received. The selection team was reviewing and ranking proposals against predetermined criteria, with tabulation managed by county purchasing. Shortlisted consultants would be interviewed in January, and a contract was expected to be presented to the Board in February. Mr. Sime reminded members to avoid direct engagement with potential consultants and to forward any inquiries to the purchasing coordinator.

UPDATES – Tricia Suellentrop, County Librarian

Ms. Tricia Suellentrop, County Librarian, reported to the Board.

County Librarian Suellentrop welcomed two newly promoted employees and two new hires, noting their enthusiasm during orientation earlier in the week.

Writers' Conference

Joseph Keehn, and Lisa Nason, Program Coordinator & Program Services Specialist, presented on the Writer's Conference, this information is included in the December Board Report.

Mr. Keehn and Ms. Nason presented a comprehensive report on the recent writers' conference, emphasizing its impact and outcomes. Mr. Keehn highlighted the strength of partnerships with nationally recognized authors, regional writing groups, arts organizations, and universities, which elevated content quality while keeping the event free for participants. The conference was organized by a cross-departmental team, reducing consulting costs and building internal capacity. A dedicated website was introduced for the first time, providing schedules and resources that extended the event's value beyond the conference. Writer's Row was added to engage community organizations and strengthen the local writing ecosystem.

Mr. Keehn acknowledged that teen-focused sessions did not meet attendance goals, though they were well attended by adults interested in writing for youth. He noted that this provided useful data for future planning. Ms. Nason reported a strong participation, with 362 registered attendees, 66 in-person sessions drawing 1,458 attendances, and 11 online sessions with 660 attendances. Survey results showed high satisfaction: participants rated inclusivity at 4.7 out of 5, overall expectations at 4.35, session usefulness at 4.2, and connection to local resources at 4.3. Presenters and staff reported excellent support and preparedness, and qualitative feedback described the event as inspiring and transformative.

Mr. Keehn concluded that the conference delivered long-term value by fostering confidence, creativity, and community engagement. Plans for 2026 include refining teen engagement strategies and maintaining a free, accessible, and sustainable model. Board members expressed appreciation for the effort and encouraged continued focus on teen outreach.

Urban Library Council (ULC) Conference Report

John Keogh and Amy Barclay, Regional Managers, presented on the ULC Conference, this information is included in the December Board Report.

Mr. Keogh and Ms. Barclay reported on their participation in the Urban Library Council (ULC) Leadership Forum held in Cincinnati. The annual event focused on the theme **"Leading with Advocacy: Championing Urban Libraries"** and emphasized the importance of storytelling as a key

advocacy tool. Keogh noted that advocacy was presented as a shared responsibility across staff, volunteers, and board members.

The forum's structure differed from typical conferences by keeping all attendees in the same sessions, fostering deeper engagement and consistent messaging. Johnson County Library (JCL) attendees—John Keogh, Amy Barclay, County Librarian Suellentrop, and Kinsley Riggs—strategically sat at different tables to maximize networking opportunities. Highlights included a tour of Cincinnati's recently renovated downtown main library, designed by Group4 Architecture, the same firm involved in JCL's 2015 Master Plan. The visit provided insights into innovative space design and community engagement strategies.

Ms. Barclay shared that networking extended beyond sessions through social events and a lunch meeting with Cincinnati library leadership, enabling discussion of shared challenges and solutions. Mr. Keogh emphasized that advocacy through storytelling strengthens community connections and that lessons from the forum will be integrated into JCL's work in the coming year. He concluded by encouraging Board members to consider attending next year's ULC Leadership Forum in Las Vegas.

Board Member Conference Attendance, American Library Association (ALA) and ULC, Tricia Suellentrop, County Librarian, reviewed Library Board Member Conference Attendance.

Board members were informed that their packets included details about the Urban Library Council and the American Library Association conferences. The library encouraged members to consider attending these events in the coming year and requested that interested members notify County Librarian Suellentrop or executive assistant within the next month so registration and planning could begin.

Library Board retreat 2026 date

Tricia Suellentrop, County Librarian, reviewed Library Board retreat 2026 date.

The date for the 2026 Library Board retreat was announced as October 21, 2026. The retreat will be a four-hour public meeting, similar to previous years, without recording or live streaming. A scheduling poll will be distributed soon to determine the preferred time block for the session, and members were asked to mark the date on their calendars.

Library Weather Closures

Ben Sunds, Associate Director for Customer Experience, reviewed Johnson County Library's winter weather closing procedures.

Mr. Sunds noted that decisions were guided by ARM 20-10-12 and supported by a detailed process linked to National Weather Service data. Key indicators included road conditions, actions by six public school districts, and responses from other metro library systems. Sunds emphasized that closures considered both patron and staff safety.

He clarified that while libraries serve as warming centers when open, they cannot do so if conditions require closure. He also explained that Johnson County Library's decisions differ from those of Johnson County Government, which must account for essential services. Library closures primarily depend on factors such as sidewalk and parking lot safety. Mr. Sunds concluded by inviting questions on inclement weather procedures.

Board Member Charles McAllister left the meeting. [5:35p.m.]

Staff Day Planning

Angel Tucker, Program Department Manager, presented an update on Staff Day Planning, this information is included in the December Board Report.

Ms. Tucker shared that Staff Day 2026 is scheduled for October 12, 2026, and thanked the Board for approving the closure to allow all staff to gather for a day of learning, engagement, and recognition. Ms. Tucker explained that JCL had not held a staff day since 2017, and the event was prioritized to strengthen organizational health and employee engagement following years of growth, facility changes, and the pandemic.

The planning team, led by project sponsor Shelley O'Brien, included representatives from learning and development, programs, clerical staff, and branch services to ensure broad input. A logistics consultant was engaged so the team could focus on content. Plans included creating a Staff Day Ambassador focus group to gather feedback and build momentum, as well as developing a planning toolkit with templates and timelines for sustainability in future years.

Goals for the event included achieving at least 90% staff satisfaction, fostering collaboration, and ensuring relevance to daily work and organizational vision. Ms. Tucker reported that the kickoff meeting established shared purpose, team agreements, and success measures. Post-event surveys would be conducted to evaluate outcomes and inform improvements.

Print Allowance Update

Amy Barclay, Regional Manager, presented an update on the Print Allowance project, this information is included in the December Board Report.

Ms. Barclay acknowledged the project team and noted that the initiative was completed within eight weeks. The project scope focused on planning, staff training, patron education, and launch. Ms. Barclay confirmed that the Board-approved policy update was finalized last month, and by December 9, approximately 90% of assigned staff had completed training. Signage was distributed to branches to inform patrons about the new service.

The program launched on December 9, providing library cardholders with a \$1.50 daily printing allowance. Ms. Barclay shared that patrons were pleasantly surprised by the new benefit, citing an example of a customer who expressed excitement about saving money previously set aside for printing. Next steps include finalizing success measures, monitoring service performance, and presenting any proposed changes to the Board throughout 2026.

County Librarian Suellentrop announced the retirement of Jen Mahnken after 30.83 years of service. Ms. Mahnken held numerous roles, including Leawood Branch Manager, Business Manager, Adult Program Manager, Associate Director for Branch Services, and Systemwide Services, along with many contributions beyond formal titles. Her career highlights included developing the library's leadership program, transitioning to RFID technology, implementing voice systems, redesigning branch layouts, introducing floating collections, guest passes, and laptop checkout, and incorporating

art into all locations. She also advanced adult programming with a focus on civic engagement, established patron service and staffing standards, and created the staff swap program.

Ms. Mahnken served on countless county, metro, and national committees and was recognized for her ability to offer fresh perspectives, accelerate progress, and celebrate organizational strengths. Ms. Suellentrop expressed gratitude for Ms. Mahnken's humor, dedication to intellectual freedom, and commitment to creating welcoming spaces for staff and patrons. She thanked Ms. Mahnken for her friendship, counsel, and decades of service that shaped the library's growth and culture.

CONSENT AGENDA

- A. Action Items:
 - 1. Minutes of the November 13, 2025 Regular Library Board meeting
 - 2. Consideration to approve revisions to Administrative Regulation Manual (ARM) 20-10-20 Library Card and Privileges
 - 3. Consideration of approval of 2026 renew agreement for legal services with Logan, Logan, and Watson
 - 4. Consideration of approval of renewal and amendment to TBS contract for ScanEZ¹
 - 5. 2026 renewals of Memoranda of Understanding (MOUs) Consideration of approval of the MOUs for Johnson County Genealogy Society, City of Edgerton, Johnson County Adult Education (JCCC), Interlocal Agreement with City of Olathe Public Library
- B. Information Items
 - 1. Financial and Personnel
 - a) The County Librarian and the Finance Director certify those payment vouchers and personnel authorizations for October 2025 were handled in accordance with library and County policy.
 - b) The October 2025 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

Motion: Mr. Sims moved that the Library Board of Directors approve the consent agenda.

Second: Ms. Hrabe seconded this motion.

Motion was approved unanimously.

I. Old Business

¹ Certain materials associated with the amendment to the TBS contract for ScanEZ were omitted from the Library Board packet. Those materials were available to the Library Board in advance of the meeting. The approval of the amendment to the TBS contract for ScanEZ remains effective and in force. For sake of clarity, the amendment to the TBS contract for ScanEZ, and all documentation incorporated therein, is attached as an exhibit to these minutes.

A. Action Item: Consider authorizing work on the Johnson County led Electric Vehicle Charging Grant

Adam Wathen, Associate Director of Branch Services, presented the Johnson County led Electric Vehicle Charging Grant, as included in the December Library Board Report.

The Board discussed the proposal to install electric vehicle (EV) charging stations using federal grant funding.

In response to a question from Board Chair Mendoza regarding whether the decision was driven by anticipated future needs and the availability of grant funds that might not be accessible later, Mr. Wathen confirmed that acting now would be cost-effective, as the grant covered 80% of installation costs, and future implementation would be more expensive. He explained that the current vote pertained solely to public-facing charging infrastructure, not fleet vehicles, and the grant could only be applied to public access stations.

In response to a question from Ms. Dietz regarding security of federal funding, Mr. Wathen confirmed that funds were available and the design team was awaiting the Board's decision to proceed or halt the project.

In response to a question from Mr. Sims, Mr. Wathen clarified the upfront cost was under \$100,000. Sims opposed the expenditure, arguing that funds should prioritize programs aligned with the library's mission, such as youth services or the writers' conference, rather than EV infrastructure. He noted that private businesses, like gas stations, were already installing charging stations and suggested this was outside the library's scope.

Board **Chair Mendoza** added that Board member Kilgore, who was absent, had communicated opposition, citing a lack of alignment with the library's mission and vision.

Motion: **Ms. Hrabe** moved that the Johnson County Library Board of Directors authorize staff to develop the Facilities MOU in such a way that the administration and maintenance of public electric vehicle charging stations follow Johnson County policy, strategy, and practice.

Second: **Ms. Huff** seconded this motion.

Yay - Chair Mendoza and Ms. Hrabe

Nay – Ms. Deitz, Ms. Huff, and Mr. Sims

Motion fails.

II. New Business

B. Information Item: Consideration of contract to construct Leawood courtyard and site improvements

Scott Sime, Project and Event Manager, presented the contract to construct Leawood courtyard and site improvements, as included in the December Library Board Report.

No Motion

C. Information Item: Consideration to approve revisions to Administrative Regulation Manual (ARM) 10-50-10 Bylaws of the Board of Directors

Patti Kangethe, presented the ARM 10-50-10 briefing sheet, as included in the December Library Board Report.

No Motion

In response to a question from Commissioner Brewer regarding if chargers will go away, County Librarian Suellentrop clarified that there will be no more new chargers and the library will take some time to understand the path for current chargers.

In response to a question from Commissioner Brewer regarding board members serving one term in an officer position, Board Chair Mendoza clarified that the current language states that the officer serves until their successors are duly elected.

ADJOURNMENT

Motion: Ms. Huff moved to adjourn the meeting.

Second: Mr. Sims seconded this motion.

Motion approved unanimously.

Meeting adjourned at 5:58 p.m.

SECRETARY _____
David Sims

CHAIR _____
Jeffrey Mendoza

SIGNED _____
Tricia Suellentrop, County Librarian

**AMENDMENT NO. 1 & RENEWAL TO THE
SERVICE LEVEL AGREEMENT BETWEEN THE
JOHNSON COUNTY LIBRARY AND TODAY'S BUSINESS SOLUTIONS**

This **Amendment No. 1 & Renewal** to the above-referenced Agreement is made and entered into the 1st day of November, 2025, by and between the Johnson County Library (the "Library") and Today's Business Solutions, Inc., an Illinois corporation ("TBS") (collectively, the "Parties").

RECITALS:

- A. Through Request for Proposal No. 2023-061, on April 11, 2024, the Board of Directors of the Johnson County Library awarded to TBS a contract to provide software and hardware for public computer reservation, print management, and point-of-sale solutions (the "Agreement").
- B. The Parties wish to amend and renew the Agreement to expand the ScanEZ stations to all library branches and clarify the terms as more fully described herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements in this Amendment No. 1 & Renewal and for other good and valuable consideration, the Parties agree as follows:

- 1. **ScanEZ System Expansion.** TBS hereby agrees to expand the ScanEZ system as further described in Exhibit A, attached hereto and incorporated herein by reference.
- 2. **Removal of Authorize.net Payment Gateway Merchant Service Agreement.** The Authorize.net Payment Gateway Merchant Service Agreement is hereby removed from the Agreement.
- 3. **Duration.** The Parties hereby agree that Section 8 of the Agreement is amended as follows:

This Agreement shall be effective as of its Effective Date. Notwithstanding the foregoing, the renewal periods shall coincide with the ongoing maintenance, upgrades, and support following the completion of implementation, with the renewal term commencing on November 1, 2025. Thereafter, the Agreement shall continue for a period of thirty-six months expiring October 31, 2028, unless the Library provides sixty (60) days' written notice of its intent to terminate the Agreement. TBS may terminate this Agreement upon sixty (60) days' written notice of its intent to terminate the Agreement for Library's material breach of this Agreement, provided, Library have sixty (60) days to cure any such breach before effectiveness of the termination. TBS acknowledges and agrees this Agreement is subject to and governed by the provisions of the Kansas Cash Basis Law, *K.S.A. 10-1101 et seq.*, as amended. Costs for ongoing maintenance for the next three (3) years shall be fixed as set forth in Exhibit B, attached hereto and incorporated herein by reference. Any subsequent changes of the Agreement shall be mutually agreed upon in writing.

- 4. **Additional Services.** Nothing herein shall preclude TBS from providing the Library, upon written request, with additional services relative to the purpose and general requirements of the Agreement.
- 5. Except as modified by this Amendment No. 1 & Renewal, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 1 & Renewal to be executed by their duly authorized representatives and made effective the day and year first above written.

TODAY'S BUSINESS SOLUTIONS, INC.

JOHNSON COUNTY LIBRARY

Patricia Suellentrop

Print Name

APPROVED AS TO FORM:

Title

Andy Logan, Library Counselor

To: Library Board of Directors

From: Tricia Suellentrop, County Librarian

Date: January 8, 2026

Re: Consideration of Memorandum of Understanding (MOU) with Johnson County Department of Technology and Innovation (DTI)

Issue: MOU with Johnson County DTI

Suggested Motion: *This item is on consent; an individual motion will only be needed if pulled from consent.*

Background: Johnson County's last formal MOU with DTI is dated June 2009. This relationship and the resources, people, and technology involved has evolved. This updated MOU accurately captures the relationship and practice currently guiding operations.

Analysis: This Memorandum of Understanding (MOU) is similar to the one between Johnson County Parks and Recreation (JCPRD) and DTI. JCL, JCPRD, and DTI collaborated over a series of meetings to create this MOU document. It is supplemented by a detailed Service Level Agreement (SLA) that details all technologies intertwined between JCL and DTI, specifying responsibilities for maintenance, replacement, and associated costs. The SLA is referred to in the MOU as Appendix A.

Funding Overview: none

Alternatives: Retain outdated MOU document. Find another method to document the relationship. Change the relationship.

Recommendation: Approve adoption of the Memorandum of Understanding (MOU) with Johnson County Department of Technology and Innovation (DTI).

Purchasing Review: N/A

Budget Review: N/A

Legal Review: Library legal counsel has approved the Memorandum of Understanding (MOU) as to form.

**Memorandum of Understanding Between
Johnson County Department of Technology & Innovation
And
Johnson County Library**

This Memorandum of Understanding (MOU), to take effect upon full execution by all parties following approval by the Johnson County Library and Board of County Commissioners, establishes the agreement between the Johnson County Department of Technology & Innovation (DTI) and the Johnson County Library (JCL) (each “Party” and collectively “Parties”) to clarify respective responsibilities regarding IT services and infrastructure to ensure efficient operation and management.

BACKGROUND

This MOU outlines the collaborative relationship between JCL and DTI. JCL operates its own IT infrastructure to support its operational needs and service delivery. Concurrently, JCL utilizes DTI technology services and infrastructure to enhance its capabilities and integrate with broader County systems.

The purpose of this MOU is to delineate the terms and conditions under which JCL will access, manage, and use DTI technology services and infrastructure, ensuring the Parties achieve their operational objectives while maintaining integrity, security, standards, service levels, and efficiency of their respective systems. This MOU aims to foster a cooperative environment, enhance communication, optimize resource use, and support seamless interoperability between JCL and DTI IT infrastructures.

SERVICE LEVEL AGREEMENT (SLA)

1. **Purpose and Scope:** The Parties agree to utilize a service level agreement (SLA) to clearly define the level of service expected from each Party, including responsibilities, infrastructure, and funding. The SLA between DTI and JCL is attached hereto as **Appendix A** and incorporated by reference herein.

2. **Responsibilities:**

- **Service Provision:** Each Party shall be responsible for IT services and infrastructure as outlined in **Appendix A**, which specifies the roles and responsibilities of each Party in delivering and supporting these services.
- **Support and Maintenance:** Appendix A defines the support and maintenance obligations.
- **IT Governance:** The Parties will follow established IT governance principles and procedures to ensure effective management, accountability, and compliance throughout the collaboration between the Parties.
- **Policies:** The Parties will adhere to their established policies and procedures, including the 140-policy series. DTI and JCL will work together on any updates to

Prepared by DTI & JCL

these policies and procedures. DTI will provide JCL with any revised or new policies for review by the Johnson County Library Board of Directors prior to adoption by JCL.

3. Funding:

- Cost Allocation: Appendix A will outline the financial responsibilities required by each Party, including the initial and ongoing operational expenses, capital improvement planning, and capital replacement programming.

4. Review and Adjustment:

- Periodic Review: Appendix A will be reviewed annually by the Parties, including the JCL IT Manager and DTI Deputy Director, to ensure the SLA remains relevant and effective.
- Amendment Process: Appendix A may be amended from time to time by supplemental writing mutually agreed to and executed by authorized representatives of both parties. Such amendments may be made with the approval of the following parties without requiring further Board approval:
 - JCL IT - Manager, Deputy County Librarian, County Librarian
 - DTI - Deputy Chief Information Officer, Chief Information Officer

MISCELLANEOUS:

1. The term of this MOU shall be effective on a continuing basis, unless the agreement is terminated by either Party, in writing, with no less than 24 months' notice.
2. This Agreement represents the entire agreement between the Parties with respect to services required hereunder and supersedes all previous Memoranda of Understanding, agreements, or understandings, whether oral or written, between the parties regarding the same.
3. In case of conflict, the Parties agree to have a crucial conversation to get any issues into the open and discuss in a productive and positive way. The goal is to settle on a plan and path to resolution to be able to move forward and grow in our relationship. This may take one crucial conversation, or it may take several. If the parties are unable to resolve the conflict, it will be escalated to Executive Leadership, with notification and input from the IT Governance Council if necessary.
4. This MOU shall be interpreted under and governed by the laws of the State of Kansas. The parties agree that any dispute or cause of action arising in connection with this MOU will be brought in the district court of Johnson County, Kansas.
5. This MOU may be executed in one or more counterparts, each of which will for all purposes be deemed an original and all of which will constitute the same agreement.

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**SERVICE LEVEL AGREEMENT BETWEEN DEPARTMENT OF TECHNOLOGY &
INNOVATION (DTI) and
JOHNSON COUNTY LIBRARY (JCL)**

Signature and Date

This Agreement may be executed in multiple counterparts, each of which shall be fully effective as an original, which together shall constitute only one instrument. A counterpart of this Agreement transmitted by email or other electronic means shall, if it is executed, be deemed in all respects to be an original document. The use of electronic signatures for the execution of this Agreement shall be legal and binding and shall have the same force and effect as if originally signed. The Parties hereby agree to the terms and conditions set forth in this MOU and such is demonstrated throughout by their signatures below:

Bill Nixon
Chief Information Officer
Johnson County Department of Technology & Innovation

Date

Jeffrey Mendoza
Chair, Board of Directors
Johnson County Library

Date

To: Johnson County Library Board of Directors

From: Tricia Suellentrop

Date: January 8, 2026

Re: Update ARM 10-50-10 Bylaws of the Board of Directors and ARM 20-35-10 Youth Services

Issue: Consideration approving revisions to Administrative Regulation Manual (ARM) policy 10-50-10 Bylaws of the Board of Directors and ARM 20-35-10 Youth Services.

Suggested Motion: *These items are on consent; an individual motion will only be needed if pulled from consent.*

I move that the Johnson County Library Board of Directors approve revisions to Administrative Regulation Manual 10-50-10.

I move that the Johnson County Library Board of Directors approve revisions to Administrative Regulation Manual 20-35-10.

Background: Each year library staff review one third of our policies or Administrative Regulations Manual (ARMs). The following ARMs, ARM 10-50-10 Bylaws of the Board of Directors and ARM 20-35-10 Youth Services has been reviewed and highlighted below are the changes staff is recommending.

ARM 10-50-10 Bylaws of the Board of Directors:

Clerical update to language to be more inclusive by updating Citizen to Public in all instances of Public Comment. Comments may be received by any member of the public.

Updates to the Officers, Nominations, and Terms of Office sections reflect direction provided by the Board at the October 2025 Board Retreat. During the retreat, concerns were raised about potential conflicts of interest within the nominating committee, particularly when committee members were also candidates for officer roles. The Board recommended amending the bylaws to prohibit members of the nominating committee from running for Chair, Vice Chair, or Treasurer.

The Board reviewed a proposal under which the Vice Chair would automatically assume the Chair position. The nominating committee would be composed of the outgoing Chair and two board members who are not seeking officer positions to enhance transparency. A pre-nomination survey was proposed to identify board members interested in serving as officers, allowing for the selection of an impartial nominating committee.

These changes will be incorporated through bylaw revisions.

ARM 20-35-20: Recommended to be reaffirmed without changes.

Analysis: Members of a working management team in consultation with various stakeholders, reviewed several policies this year. The following ARM does have changes.

10-50-10 Bylaws of the Board of Directors: Updates to Officers, Nominations, and Terms of Office sections based on direction of the Board given at the 2025 October Board Retreat

20-35-10 Youth Services: Recommended to be reaffirmed without changes.

Funding Overview: No costs were affected.

Alternatives: Suggest any other changes you wish to see to these policies or not approve our recommendations.

Recommendation: Adopt ARM 10-50-10 and 20-35-10 with proposed revisions.

Budget Review: None needed.

Legal Review: These policies have been reviewed and certified by legal counsel.

ADMINISTRATIVE REGULATIONS

TAB: Governance

DOCUMENT NUMBER: ARM 10-50-10

SECTION: Library Board of Directors

SUBJECT: BYLAWS OF THE BOARD OF DIRECTORS

SUMMARY

This document consists of the bylaws of the Board of Directors of the Johnson County Library, as amended. The bylaws are the rules adopted by the library board for management of its internal affairs.

Review Date:

August 2, 2016
November 8, 2018
October 22, 2020
October 13, 2022
February 8, 2024
August 8, 2024
September 11, 2025
January 9, 2026

MEETINGS

I. MEETINGS

Regular Meetings

- a. The Board shall conduct a regular meeting at least one time each month at such time and place as it shall determine. The Board may make such determination by the adoption of an annual calendar setting forth the usual date, time and place of such regular monthly meeting. Notice of regular meetings of the Board shall be posted on the Library website, and provided in writing a reasonable time in advance of the meeting to persons or organizations that request such notice pursuant to KOMA, as defined herein in Section I.f.
- b. The Board will accept ~~citizen~~public comments at each monthly regular Board meeting, which is an opportunity for ~~citizen~~publics to speak directly to the Board on matters pertaining to the Library. Speakers are given an opportunity of two minutes to speak and are requested to provide their name and city of residence. ~~A-citizen~~Public must provide their address for the record if that ~~citizen-person~~ seeks further engagement or follow-up by the Library on an item addressed in their ~~citizen~~public comment. ~~Citizen~~Publics may speak in person or may submit a written comment. To speak in person, the ~~citizen-person~~ must indicate their attendance before the meeting starts on a ~~citizen~~public comment sign-in sheet located in the meeting room. Additionally, ~~Citizens~~Public are encouraged to communicate with Library staff before the meeting date about their intention to give ~~citizen~~public comment or speak on an item

that appears on the agenda. Written comments will be made part of the record with no obligation to be read aloud at the meeting. ~~Citizen~~Public comments will last no more than 30 minutes in total, unless otherwise provided by a vote of the majority of the Board. The Board Chair will determine the follow-up needed to ~~citizen~~public comments, if any, in consultation with the County Librarian.

- | | | |
|---|----|--|
| | c. | The decision to recite or stand for the Pledge of Allegiance is at the sole discretion of each individual Library Board Member, library staff member, and meeting attendee. No individual shall face any form of retribution or adverse action for their decision in this matter, in full protection of their First Amendment rights. |
| Changes | d. | The date, place, or time of a particular meeting may be changed by the affirmative vote of a majority of the directors present and voting at the regular meeting prior to the meeting affected. |
| Special Meetings | e. | Special meetings may be called by the chair or upon written request of a majority of the Directors. Written notice stating the date, place and time of any such special meeting and the purpose for which the same is called shall, unless waived, be given to each Director at least five days in advance of such meeting, and no business other than that stated in the notice shall be transacted at such meeting. Notices of such special meetings shall be given in the same manner as notices of regular Board meetings; provided, however, that notices to Directors may be given by U.S. mail, telephone, facsimile, or electronic mail. |
| Kansas Open Meetings Act | f. | The Board and its subcommittees and subordinate groups shall comply with the Kansas Open Meetings Act, K.S.A. 75-4317 et seq. (KOMA) in conducting meetings open to the public, except as otherwise provided under KOMA. |
| Parliamentary Rules | g. | In the event of controversy in matters relating to the conduct of business at Board meetings, the rules of order contained in the most recent version of Robert's Rules of Order, shall govern the Board in its deliberations in all cases to which they are applicable except when such rules are in conflict with these bylaws. |
| Suspension of Rules of Order Rules | h. | The rules of order, other than such rules as may be prescribed by statute, may be suspended at any time by the consent of a majority of the Directors present at any meeting. |
| Agendas and Information Provided to the Board | i. | An agenda for each regular meeting of the Board shall be prepared by the County Librarian preceding such meeting. Directors who wish to have items included on the agenda for a regular meeting shall submit such items to the County Librarian at least one week prior to such meeting. |

The County Librarian shall place on the agenda for a regular meeting under Old or New Business (whichever is appropriate) any item requested by a Director. The chair, with the consent of the Director proposing consideration of the item or the consent of the Board, may defer discussion on an agenda item to a future Board meeting. The agenda shall be delivered to each member in advance of a regular Board meeting. If necessary, changes may be made to the agenda and the revised agenda distributed at the beginning of the meeting. The agenda should list every significant item that will be discussed. Directors are encouraged to participate in every agenda item by asking questions, providing information, expressing opinions and voting on all issues presented for action. No later than Friday preceding a regular meeting of the Board, each Director should receive, at the Director's address as designated by the Director, a packet of information relating to the next Board meeting containing the following:

1. An agenda
2. Minutes of previous Board meeting
3. Minutes of committees, if any
4. Information on all consent items
Recommendations and proposed resolutions with supporting information and reports
5. Discussion items with information and reports

Library revenue and expense information with budget comparisons and with narrative describing important changes and major variations, County Librarian report on important developments in the Library.

Executive Session

- j. The Board may recess into executive session for justifications under KOMA and the Personnel Committee may recess into executive session for consideration of personnel matters as justified under KOMA and provided herein upon a formal motion seconded and carried by a simple majority during a meeting consisting of a quorum of the Board. The complete motion for executive session will include (a) statement of the subject to be discussed, (b) justification for the executive session under KOMA, and (c) the time and place the open meeting will resume, all of which shall be recorded in the minutes.

OFFICERS AND DUTIES Officers

II. OFFICERS AND DUTIES

- a. The officers of the board shall be a chair, a vice chair/secretary and treasurer, elected from among its members at the regular April meeting of the board. Officers serve a one-year term without the option of serving in the same officer position for a second consecutive one-year term.

Nominations

- b. A nominating committee shall be appointed by the chair ~~during the in-regular~~ February Board meeting or no later than the regular March Board meeting. A pre-nomination survey to assess board member interest in serving as board officers will be completed prior to the appointment of said committee. The nominating committee will consist of the outgoing chair and two board members, preferably those not seeking officer positions. ~~The committee-and~~ shall present its recommended slate of officers ~~at least two weeks prior to the regular April meeting of the Board not later than two weeks prior to the regular April Board meeting.~~

Terms of Office

- c. Officers shall serve a term of one-year commencing immediately upon election and until their successors are duly elected, unless the officer's term as a Director shall terminate earlier. The Vice Chair / Secretary shall automatically assume the Chair position, unless vice chair is unable to serve for any reason whatsoever. Officers serve a one-year term without the option of serving in the same officer position for a second consecutive one-year term. ~~No Director shall serve more than two terms in the same office consecutively.~~

Chair's Duties

- d. The chair shall preside at all meetings, appoint all committees, subject to the approval of the Board, authorize calls for any special meetings, and generally perform the duties of a presiding officer and those duties specified for the chair in the bylaws.

Vice Chair/ Secretary's Duties

- e. The vice chair, in the absence of the chair from a Board meeting, shall conduct the meeting and perform any necessary additional functions authorized by a majority of those present. The vice chair shall serve as secretary and sign all minutes prepared by the clerk of the Board. The vice chair heads the annual performance evaluation process of the County Librarian, and works with and serves on the Personnel Committee.

Treasurer's Duties

- f. The duties of the treasurer are set forth in K.S.A. 12-1226, but the treasurer may be assisted by staff in performing those duties.

Attendance

- g. This Board expects that Directors regularly and consistently attend Board meetings to ensure the continuity of Library activities by having a quorum at Board meetings. Four absences from regular Board meetings during a 12-month period by a Director is cause for the Board chair to informally communicate such Director's attendance record to the Director's appointing member of the Board of County Commissioners. Provided, however, the Board acknowledges (a) the Board of County Commissioners adopted Resolution No. 106-81,

which states that the unexcused absence of an appointed Board member from three (3) consecutive meetings of that Board will be construed as a resignation from the Board, at which time the chair will give notice to the Board of County Commissioners, and (b) the authority for appointment or removal of the Directors resides with the Board of County Commissioners in accordance with K.S.A 12-1222.

Vacancies

- h. Vacancies on the Board shall be filled by appointment for the unexpired term in accordance with K.S.A. 12-1222. The chair shall notify the Board of County Commissioners whenever a Board vacancy occurs. Vacancies in a Board officer position shall be filled by election at the Board meeting next succeeding the occurrence of the vacancy.

COMMITTEES

III. COMMITTEES

Standing and Special Committees

Standing and special committees, as appropriate, consisting of Board and non-Board members, may be appointed by the chair with the approval of the Board, for the study and investigation of designated matters, or in connection with any of the Board's powers and duties set forth in K.S.A. 12-1223 or 12-1225. Committees shall consist of three or fewer Directors. Provided, however, the Personnel Committee shall consist of four Board members for the sole purpose of a Board quorum for taking formal action to recess into executive session in accordance with KOMA, K.S.A. 75-4319(b)(1), as amended, and to adjourn.

Advisory Status

In all cases, Board committees shall be advisory in nature and may not take any action that binds the Board or serves as an action in lieu of action by the Board. Any intentional or unintentional action by a committee on behalf of the Board shall be null and void. Committees may make recommendations or provide advice to the Board on designated matters.

Notice

Written notice stating the date, place and time of any such committee meeting and the purpose for which the same is called shall, unless waived, be given to each Director a reasonable time in advance of such meeting, and no business other than that stated in the notice shall be transacted at such meeting. Further, notices of committee meetings shall be given to the public in the same manner as notices of regular Board meetings; provided, however, that notices to participating Directors may be given by U.S. mail, telephone, facsimile, or electronic mail. Committees do not accept ~~citizen~~public comment. Instead, ~~citizen~~public comments are taken by the Board at regular meetings, as provided herein.

Committees may conduct meetings in-person or by remote teleconference as provided under KOMA.

Standing Committees

The Board has two standing committees, which are governed by these Bylaws, as well as provided by other Board policy in the Administrative Regulation Manual, as follows:

- (1) Library Budget Review Committee, as more particularly described in ARM 10-70-10; and
- (2) Personnel Committee, as more particularly described in Article V herein.

QUORUM

IV. QUORUM

Formula

A quorum for the transaction of business shall consist of four members of the Board.

COUNTY LIBRARIAN

V. LIBRARIAN

County Librarian's Duties

The County Librarian is the executive officer of the Library and shall have sole charge of administration of the Library under the direction and review of the Board. The County Librarian shall be held responsible for the care of the buildings and equipment, for the direction of the Staff, for the efficiency of the Library's service to the public, and for the operation of the Library under the financial conditions set forth in the annual budget. The County Librarian shall attend all Board meetings, except for excused absences or those discussing the appointment or salary of the County Librarian.

Personnel Committee

Pursuant to its authority under K.S.A 12-1225a, the Board employs the County Librarian and undertakes periodic review of County Librarian performance for that purpose. Accordingly, the Board established the Personnel Committee as a standing Board committee to consider performance criteria and other general matters related to review of the County Librarian's employment for recommendation and advisement to the Board. The Personnel Committee shall consist of four Directors, including the Vice Chair, which is a quorum of the Board. The Board authorizes the Personnel Committee to take formal action as a quorum of the Board for the sole purpose of recessing into executive session as permitted under KOMA and adjourning the meeting. The Personnel Committee shall recess into executive session if specific matters pertaining to County Librarian performance are being discussed. The Personnel Committee shall issue minutes of each meeting, but excluding those matters closed in executive session, for consideration by the Board.

ORDER OF BUSINESS

VI. ORDER OF BUSINESS

The Board shall generally follow Robert’s Rules of Order for the order of business with adjustments as needed.

AMENDMENT OF BYLAWS

Criteria for
Amendment of
Bylaws

VII. AMENDMENT OF BYLAWS

These bylaws may be amended by four (4) or more Directors present at any meeting of the Board, provided that the proposed amendment is presented and recommended for adoption by vote of not less than three Directors at the immediately preceding regular meeting of the Board after written notice that contains (1) the present wording of the provision being amended, (2) the proposed amendment, and (3) the rationale for the proposed amendment.

~~September~~ January 1409, 20254

ARM 10-50-10 End

APPENDIX

Order of Business

In general, regular Board meetings shall have the following order of business:

- I. Call to Order – quorum determination
 - a. Pledge of Allegiance
- II. ~~Citizen~~-Public Comments
- III. Remarks
 - a. Library Board of Directors
 - b. Johnson County Development Department
 - c. Board of County Commissioner Liaison
- IV. Reports
 - a. Board Counsel
 - b. County Librarian
- V. Consent Agenda
 - a. Action Items
 - b. Information Items
 - c. Gift Fund Report
- VI. Old Business
- VII. New Business
- VIII. Adjournment

ADMINISTRATIVE REGULATIONS

TAB: Governance

DOCUMENT NUMBER: ARM 10-50-10

SECTION: Library Board of Directors

SUBJECT: BYLAWS OF THE BOARD OF DIRECTORS

SUMMARY

This document consists of the bylaws of the Board of Directors of the Johnson County Library, as amended. The bylaws are the rules adopted by the library board for management of its internal affairs.

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- b. The Board will accept public comments at each monthly regular Board meeting, which is an opportunity for publics to speak directly to the Board on matters pertaining to the Library. Speakers are given an opportunity of two minutes to speak and are requested to provide their name and city of residence. Public must provide their address for the record if that person seeks further engagement or follow-up by the Library on an item addressed in their public comment. Public may speak in person or may submit a written comment. To speak in person, the person must indicate their attendance before the meeting starts on a public comment sign-in sheet located in the meeting room. Additionally, Public are encouraged to communicate with Library staff before the meeting date about their intention to give public comment or speak on an item that appears on the agenda. Written comments will be made part of the record with no obligation to be read aloud at the meeting. Public comments will last no more than 30 minutes in total, unless otherwise provided by a

vote of the majority of the Board. The Board Chair will determine the follow-up needed to public comments, if any, in consultation with the County Librarian.

- Changes
- c. The decision to recite or stand for the Pledge of Allegiance is at the sole discretion of each individual Library Board Member, library staff member, and meeting attendee. No individual shall face any form of retribution or adverse action for their decision in this matter, in full protection of their First Amendment rights.
 - d. The date, place, or time of a particular meeting may be changed by the affirmative vote of a majority of the directors present and voting at the regular meeting prior to the meeting affected.

- Special Meetings
- e. Special meetings may be called by the chair or upon written request of a majority of the Directors. Written notice stating the date, place and time of any such special meeting and the purpose for which the same is called shall, unless waived, be given to each Director at least five days in advance of such meeting, and no business other than that stated in the notice shall be transacted at such meeting. Notices of such special meetings shall be given in the same manner as notices of regular Board meetings; provided, however, that notices to Directors may be given by U.S. mail, telephone, facsimile, or electronic mail.

- Kansas Open Meetings Act
- f. The Board and its subcommittees and subordinate groups shall comply with the Kansas Open Meetings Act, K.S.A. 75-4317 et seq. (KOMA) in conducting meetings open to the public, except as otherwise provided under KOMA.

- Parliamentary Rules
- g. In the event of controversy in matters relating to the conduct of business at Board meetings, the rules of order contained in the most recent version of Robert's Rules of Order, shall govern the Board in its deliberations in all cases to which they are applicable except when such rules are in conflict with these bylaws.

- Suspension of Rules of Order Rules
- h. The rules of order, other than such rules as may be prescribed by statute, may be suspended at any time by the consent of a majority of the Directors present at any meeting.

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- i. An agenda for each regular meeting of the Board shall be prepared by the County Librarian preceding such meeting. Directors who wish to have items included on the agenda for a regular meeting shall submit such items to the County Librarian at least one week prior to such meeting. The County Librarian shall place on the agenda for a regular meeting under Old or New Business (whichever is appropriate) any item requested by a Director. The chair, with the consent of the Director proposing consideration of the item or the consent of the Board, may defer discussion on an agenda item to a future Board meeting. The agenda shall be delivered to each member in

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Library revenue and expense information with budget comparisons and with narrative describing important changes and major variations, County Librarian report on important developments in the Library.

Executive
Session

- j. The Board may recess into executive session for justifications under KOMA and the Personnel Committee may recess into executive session for consideration of personnel matters as justified under KOMA and provided herein upon a formal motion seconded and carried by a simple majority during a meeting consisting of a quorum of the Board. The complete motion for executive session will include (a) statement of the subject to be discussed, (b) justification for the executive session under KOMA, and (c) the time and place the open meeting will resume, all of which shall be recorded in the minutes.

OFFICERS AND DUTIES

Officers

II. OFFICERS AND DUTIES

- a. The officers of the board shall be a chair, a vice chair/secretary and treasurer, elected from among its members at the regular April meeting of the board. Officers serve a one-year term without the option of serving in the same officer position for a second consecutive one-year term.
- b. A nominating committee shall be appointed by the chair during the regular February Board meeting or no later than the regular March Board meeting. A pre-nomination survey to assess board member interest in serving as board officers will be completed prior to the appointment of said committee. The nominating committee will consist of the outgoing chair and two board members, preferably those not seeking officer positions. The committee shall present its

Nominations

recommended slate of officers not later than two weeks prior to the regular April Board meeting.

Terms of Office

- c. Officers shall serve a term of one-year commencing immediately upon election and until their successors are duly elected, unless the officer's term as a Director shall terminate earlier. The Vice Chair / Secretary shall automatically assume the Chair position, unless vice chair is unable to serve for any reason whatsoever. Officers serve a one-year term without the option of serving in the same officer position for a second consecutive one-year term.

Chair's Duties

- d. The chair shall preside at all meetings, appoint all committees, subject to the approval of the Board, authorize calls for any special meetings, and generally perform the duties of a presiding officer and those duties specified for the chair in the bylaws.

Vice Chair/
Secretary's Duties

- e. The vice chair, in the absence of the chair from a Board meeting, shall conduct the meeting and perform any necessary additional functions authorized by a majority of those present. The vice chair shall serve as secretary and sign all minutes prepared by the clerk of the Board. The vice chair heads the annual performance evaluation process of the County Librarian, and works with and serves on the Personnel Committee.

Treasurer's Duties

- f. The duties of the treasurer are set forth in K.S.A. 12-1226, but the treasurer may be assisted by staff in performing those duties.

Attendance

- g. This Board expects that Directors regularly and consistently attend Board meetings to ensure the continuity of Library activities by having a quorum at Board meetings. Four absences from regular Board meetings during a 12-month period by a Director is cause for the Board chair to informally communicate such Director's attendance record to the Director's appointing member of the Board of County Commissioners. Provided, however, the Board acknowledges (a) the Board of County Commissioners adopted Resolution No. 106-81, which states that the unexcused absence of an appointed Board member from three (3) consecutive meetings of that Board will be construed as a resignation from the Board, at which time the chair will give notice to the Board of County Commissioners, and (b) the authority for appointment or removal of the Directors resides with the Board of County Commissioners in accordance with K.S.A 12-1222.

Vacancies

- h. Vacancies on the Board shall be filled by appointment for the unexpired term in accordance with K.S.A. 12-1222. The chair shall notify the Board of County Commissioners whenever a Board vacancy occurs. Vacancies in a Board officer position shall be filled by election at the Board meeting next succeeding the

occurrence of the vacancy.

COMMITTEES

Standing and Special Committees

III. COMMITTEES

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Formula

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COUNTY LIBRARIAN

V. LIBRARIAN

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Duties

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Personnel
Committee

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ORDER OF BUSINESS

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AMENDMENT OF BYLAWS

VII. AMENDMENT OF BYLAWS

Criteria for
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APPENDIX

Order of Business

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ADMINISTRATIVE REGULATIONS

TAB: Patron Services

DOCUMENT NUMBER: 20-35-10

SECTION: Youth Services

SUBJECT: PROVISIONS OF YOUTH SERVICES

SUMMARY

The purpose of this document is to describe the mission and range of Youth Services, and to distinguish library and parental responsibilities in regard to children's interactions with library staff and library materials.

Effective Date:

July 12, 2012

Reviewed:

October 4, 2017

October 27, 2021

January 8, 2026

GUARANTEE OF ACCESS

a. All services, materials and library privileges available within the Johnson County Library are accessible to all patrons, regardless of origin, age, background or views.

Parent's Role

It is the parents or guardians -- and only the parents or guardians -- who may restrict their children -- and only their children -- from access to library materials and services. The Library and its staff are responsible for providing equal access to library materials and services for all library users. Consistent with this, the library requires children under sixteen years of age to obtain a parent's or guardian's signature on their library card application.

TYPES OF SERVICE

b. The Johnson County Library provides library services, programs and materials to accommodate varying levels of intellectual development among youth. These services and materials may be available at all Library facilities.

PROMOTION OF READING

c. The mission of the Johnson County Library is to provide access to ideas, information, experiences, and materials that support and enrich people's lives. To fulfill this role, programs aimed at youth of all ages will be offered. The Library promotes reading, learning, and self-enrichment through services for children and teens and for adults working with children and teens, and works towards introducing young persons of all ages to a wide range of materials, formats and experiences.

MATERIAL
ABOUT
CHILDREN

d. The Library provides programming and materials, for adults concerned with children, on reading readiness, cultural awareness, parenting, child care, and child development and other youth-related issues.

COOPERATIVE
ACTIVITIES

e. The Library participates in ongoing cooperation with other child- and teen-oriented agencies in the community and provides outreach services to schools, childcare facilities and other group settings where children and teens are unable to come to the library.

~~October 27,~~
2021 January 8,
2026

ARM 20-35-10 End

Briefing Sheet

To: Library Board of Directors

From: Tricia Suellentrop, County Librarian

Date: January 8, 2026

Re: Leawood Library: Construction Contract for Courtyard and Site Improvements

Issue: Invitation for Bid (IFB) No. 2025-037. Consider authorizing a contract with Complete Property Solutions Corp. to construct and make improvements on the exterior and site of Leawood Pioneer Library, in the amount of \$353,758.24.

Suggested Motion: I move that the Library Board authorize a contract with Complete Property Solutions Corp. to construct and make improvements on the exterior and site of Leawood Pioneer Library, in the amount of \$353,758.24, per IFB# 2025-037.

Background: Staff recommend authorizing a construction contract with Complete Property Solutions Corp. to improve utilization and correct ADA deficiencies at the Leawood Pioneer Library. Courtyard landscaping dominates a space that could see higher usage by patrons. The current exterior seating is fixed, limited, and blocks visibility to the entrance. The brick pavers in the courtyard and crossing from the building to ADA parking have settled over time causing a trip hazard for members of the public and staff.

Analysis: The Library and Facilities staff have designed improvements to the space that would correct the ADA deficiencies, and improve public utilization by refreshing the layout, furniture, landscaping, visibility into the space, the addition of a literacy-themed fixed sun shade that connects to the Library's 6 by 6 early literacy program. While the sun shade is not meant to keep rain out, it does extend the period of outdoor use further into the year. This project would activate an exterior area that is currently ignored, turning it into a memorable outdoor element of the Leawood Pioneer Library.

Because this work is on the exterior, a closure is not expected. This project will also include installation of a lit exterior building sign.

Facilities partners are working with the County's Purchasing team to bid the work, which is budgeted.

On November 18, 2025, the County's Financial Management and Administration (FMA) Department, Purchasing Division, released Invitation for Bid (IFB) No. 2025-037 for the Leawood Pioneer Courtyard Improvements via IonWave, the County's electronic bidding website. Auto-generated notices of the bid opportunity were sent to 823 firms. The IFB was also advertised in the Legal Record and posted electronically on Johnson County's website and Drexel Technologies public jobs plan room site. 42 firms viewed the IFB.

A mandatory pre-bid meeting was held on December 2, 2025, at the project site with attendance of 13 general contractors and suppliers. On December 16, 2025, the sealed bids received were publicly opened with receipt of three (3) responsive bids as follows:

BIDDER	TOTAL BID PRICE
Complete Property Solutions Corp.*	\$353,758.24
The Wilson Group	\$382,879.00

Briefing Sheet

Combes Construction LLC	\$414,150.00
*Recommended	

The lowest responsive and responsible bid was submitted by Complete Property Solutions Group Corp. in the amount of \$353,758.24. Studio Local agrees with the Project Team on the recommended award to Complete Property Solutions Group Corp. (see attached letter).

Funding Overview: Funding for this work has been allocated in the approved 2025 CRP budget.

Alternatives:

- 1) Authorize the contract with Complete Property Solutions Group.
- 2) Do not authorize the contract.

Recommendation: Staff recommends the Library Board authorize a contract with Complete Property Solutions Corp. to construct and make improvements on the exterior and site of Leawood Pioneer Library, in the amount of \$353,758.24 , per IFB# 2025-037.

Purchasing Review: FMA-Purchasing facilitated this procurement, ensuring the recommendation meets the requirements of the County’s purchasing policies and procedures and concurs with the recommendation.

Budget Review: Costs for this work have been planned for in the 2025 CRP budget.

Legal Review: Library legal counsel has approved the contract as to form.

Suggested Motion: I move that the Library Board authorize a contract with Complete Property Solutions to construct and make improvements on the exterior and site of Leawood Pioneer Library, in an amount not to exceed \$ 353,758.24.

DRAFT AIA® Document A104™ – 2017

Standard Abbreviated Form of Agreement Between Owner and Contractor

AGREEMENT made as of the « » day of « » in the year « 2026 »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

« Board of Directors of the Johnson County Library »
« Johnson County, Kansas »
« 9875 W 87th St »
« Overland Park, KS, 66212 »

and the Contractor:
(Name, legal status, address and other information)

« Complete Property Solutions Corp »
« C/O Philip Crafton »
« 13030 Shawnee Mission Pkwy, Shawnee, KS 66216 »
« 913-890-3536 »

for the following Project:
(Name, location and detailed description)

« Johnson County Library Leawood Pioneer Courtyard Improvements »
« 4700 Town Center Dr, Leawood, KS 66211 »
« IFB# 2025-037 »

The Architect, hereinafter the Architect:
(Name, legal status, address and other information)

« Studio Local » « »
« C/O Brad Clark »
« »
« 816-838-1537 »

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[☐] The date of this Agreement.

[☒] A date set forth in a notice to proceed issued by the Owner.

[☐ »] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

« **After approval for Library Board on January 8th, 2026 »

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check the appropriate box and complete the necessary information.)

[☐ »] Not later than ☐ » (☐ ») calendar days from the date of commencement of the Work.

[☒ »] By the following date: « July 31, 2026 »

§ 2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:
(Check the appropriate box.)

[☒ »] Stipulated Sum, in accordance with Section 3.2 below

[☐ »] Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below

[☐ »] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be « Three hundred fifty-three thousand seven hundred fifty-eight dollars and twenty-four cents » (« \$353,758.24 »), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

« N/A »

§ 3.2.2 Unit prices, if any:

(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
1. Demolition of Concrete Patio / Sidewalk	SF – Added or Deducted by appropriate	TBD
2. Cast-In-Place Decorative Concrete Paving	modification and in accordance with Section	TBD
3. Cast-In-Place Concrete Paving	012200 Unit Prices	TBD

§ 3.2.3 Allowances, if any, included in the stipulated sum:
(Identify each allowance.)

Item	Price
Metal One Kansas City – Laser Perforated Aluminum Panels	\$51,150.00

§ 3.3 Cost of the Work Plus Contractor's Fee
INTENTIONALLY OMITTED

§ 3.4 Cost of the Work Plus Contractor's Fee With a Guaranteed Maximum Price
INTENTIONALLY OMITTED

§ 3.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

« The Owner and Contractor recognize that time is of the essence of this Agreement and that if the Contractor does not achieve Substantial Completion within the time specified in Article 2 of the Agreement, plus any extensions thereof allowed in accordance with the Contract Documents, the Contractor shall be liable for and shall pay the Owner the sums hereinafter stipulated as liquidated damages for delay, but not as a penalty, for each and every calendar day that expires following the time specified in Article 2: TWO HUNDRED FIFTY DOLLARS AND NO CENTS (\$250.00). »

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

§ 4.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the « fifth » day of a month. Payment of amounts due to the Contractor from the Owner, except retainage, shall be made within thirty (30) days after the Owner receives a certified, properly completed, undisputed request for payment according to the terms of the Agreement, unless extenuating circumstances exist which would preclude approval of payment within thirty (30) days. If such extenuating circumstances exist, then payment shall be made within forty-five (45) days after Owner receives payment request.

§ 4.1.4 Retainage, if any, shall be withheld as follows:

Five percent (5%) of the amount of each Application for Payment retained until final completion and acceptance of all Work covered by the Contract. If during the course of performance of the Work, the Owner determines that a higher rate of retainage is required because the Contractor has failed to meet the terms of the Agreement, is not performing according to the Construction Schedule, shows poor workmanship or other issues, the Owner reserves the right to increase the retainage amount up to, but not exceeding, ten percent (10%) of the value of the Agreement.

« »

§ 4.1.5 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

«18 » % «per annum »

§ 4.2 Final Payment

§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1.
- .4 the Contractor has submitted a final Release of Claims, certifying that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied;
- .5 the Contractor has submitted a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner;
- .6 the Contractor has submitted a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents; and
- .7 consent of surety, if any, to final payment.

§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« »

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[☒] Litigation in a court of competent jurisdiction

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 6.1.2 INTENTIONALLY OMITTED

§ 6.1.3 INTENTIONALLY OMITTED

§ 6.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

«Refer to the Project Manual dated Nov. 13th, 2025. 179 pages»

Section	Title	Date	Pages
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§ 6.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

« Studio Local JoCo Library, Leawood Pioneer Courtyard Refresh dated: 11/07/2025 »

Number	Title	Date
G100	Cover	11/7/2025
G101	Existing Conditions & Project Boundary Diagrams	
L101	Planting Plan (Not in Contract)	
L102	Tree Replacement Plan (Not in Contract)	
C100	Civil Site Plan	
AD101	Demolitions Plans	
ED101	Electrical Demolitions Plan	
A101	Floor Plan	
A200	Shade Structure Details	
A210	Concrete Bench Details	
S000	Isometric View and Structural General Notes	
S100	Structural Plans and Details	
ME100	Mechanical and Electrical Symbols and Abbreviations	
E101	Electrical Plans	
E201	Electrical Details and Schedule	
E301	Electrical Specifications	
LP101	Lighting Photometric Study	

§ 6.1.6 The Addenda, if any:

Number	Date	Pages
Addendum No 1	December 5, 2025	8

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

§ 6.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 Other Exhibits:

(Check all boxes that apply.)

[☐] Exhibit A, Determination of the Cost of the Work.

[☒] Exhibit B, Standards for Delivery of Electronic Document Information.

[☐] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

<< >>

[<< >>] The Sustainability Plan:

Title	Date	Pages

[<< X >>] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Attachment A	Insurance Requirements		4

- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents.)

<< Invitation For Bid, Bid Request No. 2025-037 ,
Contractor's Bid,
Contractor's Executed Performance Bond
Contractor's Executed Statutory Bond to the State of Kansas >>

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 7.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

§ 7.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 7.3.1 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and by the Owner's own forces, including persons or entities under separate contracts not administered by the Contractor.

§ 7.3.2 Knowledge

The terms "knowledge", "recognize", and "discover", their representative derivatives and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows (or should know), recognizes (or should recognize) and discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" and

similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a Contractor familiar with the Project and exercising the care, skill and diligence required of the Contractor by the Contract Documents.

§ 7.3.3 Persistently

The phrase "persistently fails" and other similar expressions, as used in reference to the Contractor, shall be interpreted to mean any combination of acts and omissions, which causes the Owner or the Architect to reasonably conclude that the Contractor will not complete the Work within the Contract Time, for the Contract Sum or in substantial compliance with the requirements of the Contract Documents.

§ 7.3.4 Provide

When the word "provide" including derivatives thereof is used, it shall mean to properly fabricate, transport, deliver install, erect, construct, test and furnish all labor, materials, equipment, apparatus, appurtenances, and all items and expenses necessary to properly complete in place, ready for operation or use under the terms of the Specifications.

§ 7.4 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service

§ 7.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 7.6 Digital Data Use and Transmission

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmission, unless otherwise provided in the Agreement or in the Contract Documents.

§ 7.7 Building Information Models Use and Reliance

INTENTIONALLY OMITTED

§ 7.8 Severability

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 7.9 Notice

§ 7.9.1 Where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission.

§ 7.9.2 INTENTIONALLY OMITTED

§ 7.10 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 8 OWNER

§ 8.1 Information and Services Required of the Owner

§ 8.1.1 INTENTIONALLY OMITTED

§ 8.1.2 Unless otherwise provided for in the Contract Documents, the Owner shall, upon the written request of the Contractor, furnish or make available surveys describing physical characteristics, legal limitations, and utility locations for the site of the Project, and a legal description of the site; provided, however, the Owner makes no representation as to the accuracy of any such information provided to the Contractor under the provisions of this Section and the Contractor shall be required to verify the accuracy of any such information furnished by the Owner and report back to the Owner within five (5) calendar days of any omissions, errors, or inconsistencies in the furnished information discovered by the Contractor.

§ 8.1.3 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 8.2.1 Contractor's Right to Stop Work for Failure of Payment

Consistent with applicable law, if the Architect does not issue a Certificate of Payment, through no fault of the Contractor, within 7 days after receipt of the Contractor's undisputed Application for Payment, and if the Owner does not pay the Contractor within 30 days after the date established in the Contract Documents for undisputed payments, the amount certified by the Architect or awarded by the binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the undisputed amount owing has been received. The Contract Time shall be extended appropriately, and the Contract Sum may be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 8.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect and may deduct the reasonable cost thereof, including Owner's expenses and compensation for the Architect's additional services and expenses made necessary thereby, from the payment then or thereafter due the Contractor. If payments then or thereafter due are insufficient, the Contractor shall pay the difference to the Owner.

§ 8.4 The rights stated in this Article 8 and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (1) granted in the Contract Documents, (2) at law or (3) in equity.

ARTICLE 9 CONTRACTOR

§ 9.1 Review of Contract Documents and Field Conditions by Contractor

§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

§ 9.1.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 9.2 Supervision and Construction Procedures

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 9.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

§ 9.3 Labor and Materials

§ 9.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 9.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

§ 9.4 Warranty

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties

required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3.

§ 9.5 Taxes

The Contractor shall pay sales, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations concluded whether or not yet effective or merely scheduled to go into effect.

§ 9.5.1 Following execution of the Agreement, the Owner shall provide the Contractor with a Kansas State Sales Tax exemption Certificate number issued by the Kansas Department of Revenue to be used by the Contractor as allowable for sales of tangible personal property services purchases by the Contractor for the Work or portion thereof. The Contractor shall furnish the number of such certificate to all suppliers from whom purchases are made, and such suppliers shall execute invoices covering same bearing number of such certificate. All such invoices shall be held by the Contractor for a period of five (5) years from the date of such invoices and shall be subject to an audit by the Kansas Department of Revenue.

§ 9.5.2 Upon completion of the Project, the Contractor shall file with the Owner a notarized statement that all purchases made under the exemption certificate were entitled to be exempt from the Kansas Retailer's State Tax and Kansas Compensating Use Tax.

§ 9.5.3 The Contractor shall assume responsibility and be liable for the proper use of the exemption certificate number and shall pay all legally assessed penalties for improper use of the certificate and any and all taxes that are not otherwise exempt under the certificate.

§ 9.6 Permits, Fees, Notices, and Compliance with Laws

§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 9.7 Allowances

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

§ 9.8 Contractor's Construction Schedules

§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 9.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

§ 9.8.3 Should the updates to the Construction Schedule show the Contractor to be twenty (20) or more calendar days behind the Baseline Schedule at any time during the construction, the Contractor shall work with the Owner and Architect to prepare a recovery plan for returning the Project to a completion within the current Final Completion Date. The Owner reserves the right to withhold payments to the Contractor until a reasonable recovery plan is

submitted and accepted by the Owner. All costs associated with the preparation of the recovery plan shall be the Contractor's responsibility unless the delay was caused by reasons beyond the control of the Contractor.

§ 9.9 Submittals

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 10.6. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 9.9.3 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities.

§ 9.9.4 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 9.9.5 Electronic Documentation submittals: The Contractor shall submit electronic data via email or shared folder.

§ 9.10 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 9.11 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 9.12 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project.

§ 9.13 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 9.14 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if an infringement of a

copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 9.15 Concealed or Unknown Conditions.

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend to the Owner an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner or Contractor disputes the Architect's recommendation, either party may proceed as provided in Article 21.

§ 9.16 Indemnification

§ 9.16.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, the Board of County Commissioners of Johnson County, Kansas, Architect, Architect's consultants, and their respective officers, consultants, agents and employees from and against claims, damages, losses and expenses, including but not limited to lost revenues or profits and attorneys' fees, arising out of or resulting from the Contractor's failure or refusal to perform the Work required by the Contract Documents, or arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or damage or destruction of property personal or real, including loss of use resulting therefrom, caused in whole or in part by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.16.1. The Contractor's obligation to indemnify and hold harmless the Architect shall apply only to the extent that the Owner's agreement with the Architect contains a reciprocal indemnification and hold harmless provision protecting the Contractor.

§ 9.16.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the conclusion of the one year warranty period. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 10.3 The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 10.4 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work, provided, however, the Architect shall be responsible for promptly notifying the Owner of the failure of the Contractor, Subcontractors, or any other persons performing any of the Work, in failing to use proper construction means and method, techniques sequences, procedures, safety precautions and programs, but only to the extent the Architect becomes aware of, or should, exercising due professional diligence, be aware of the same, and shall also promptly notify the Owner in writing of the failure of any of the foregoing parties to carry out the Work in accordance with the Contract Documents.

§ 10.5 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 10.6 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.7 The Architect will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 9.2, 9.4 and 9.9. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 10.8 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

§ 10.9 INTENTIONALLY OMITTED

ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and

Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 12.1.1 The Owner shall require his own forces and his separate contractors to coordinate their activities with the Work of the Contractor, who shall cooperate with them.

§ 12.1.2 The Contractor shall participate with other separate contractors and the Owner in coordinating their construction schedules with the Baseline Schedule and the Construction Schedule. The Contractor shall make any revisions to the Construction Schedule deemed necessary after a joint review and mutual agreement.

§ 12.2 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be affected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

§ 13.4 INTENTIONALLY OMITTED

ARTICLE 14 TIME

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 14.3 The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.6.3.

§ 14.5 If the Contractor is materially delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by fire, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor’s control; or (3) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

The Contract Time will not be extended due to normal inclement weather. The Contractor shall include in all schedules an allowance for calendar days, for which, according to historical data in the location of the project, work subject to normal inclement weather cannot be performed.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 Schedule of Values

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the Architect and Owner, before the first Application for Payment, and if necessitated by Change Orders, updated from time to time thereafter, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form and supported by the data to substantiate its accuracy required by the Architect and Owner. This cost loaded schedule of values, when and only when approved in writing by the Architect and the Owner, shall be used as a basis for reviewing the Contractor’s Applications for Payment. Additionally, with each Application for Payment, the Contractor shall submit the current Construction Schedule including updated cost loading reflecting all changes to date to the Cost of the Work.

§ 15.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

§ 15.2 Control Estimate

INTENTIONALLY OMITTED.

§ 15.3 Applications for Payment

§ 15.3.1 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 15.3.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor’s Fee.

§ 15.3.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.3.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the

Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 15.3.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor and approved in writing by the Architect in accordance with the Contract Documents.

§ 15.4 Certificates for Payment

§ 15.4.1 Procedure:

- .1** At least seven days (7) before the date established for each progress payment submittal, the Contractor shall submit to the Architect and Owner, a draft of the Application for Payment for operations completed in accordance with the most recently approved schedule of values as required under Section 15.1, for completed portions of the Work. The application shall be notarized, shall reflect retainage provided for in the Contract Documents and be supported by such data substantiating the Contractor's right to payment as the Owner or Architect require, including but not limited to, requisitions from Subcontractors and material suppliers and properly executed Release of Claims forms.
- .2** Such application shall be accompanied by monthly releases of claims by the Contractor, Subcontractors and selected material suppliers whose work coincides with the application for payment and cost loaded schedule of values. Failure on the part of the Owner or Architect to enforce this requirement either at any single time or repeatedly during the course of the Project shall not constitute or be deemed a waiver on the part of the Owner or Architect thereafter to enforce this requirement upon the Contractor.
- .3** At least four (4) days before the date established for each progress payment submittal, the Owner, Architect, and Contractor shall meet to review the submitted draft. The parties shall resolve any questions or concerns raised. The contractor, based on the outcome of the meeting, shall adjust his draft Application for Payment accordingly and submit a notarized, signed Application for Payment to the Architect.
- .4** The Architect shall date stamp the signed application upon receipt. If it is in accordance with outcomes decided in Section 15.3.4 and all other provisions of this Contract, the Architect will, within two (2) business days, issue to the Owner a Certificate for Payment, with a copy to the Contractor. If it is not in accordance, the Architect shall notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

§ 15.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 15.4.3 The Architect will withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for

which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

- .1 defective Work not remedied;
- .2 third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 15.4.4 INTENTIONALLY OMITTED

§ 15.5 Progress Payments

§ 15.5.1 The Contractor shall pay each Subcontractor, no later than seven (7) business days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner. Notwithstanding anything in the Section 15.5.1 to the contrary, the Owner may elect, in the Owner's sole discretion, to make any payment requested by the Contractor on behalf of a subcontractor of any tier jointly payable to the Contractor and such subcontractor. The Contractor and such subcontractor shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. In no event shall any joint payment be construed to create any (i) contract between the Owner and a subcontractor of any tier, (ii) obligations from the Owner to such subcontractor, or (iii) rights in such subcontractor against the Owner. Further, to the extent permitted by law, any disputes between the Contractor and subcontractor shall not affect the contract time or cost between the Owner and Contractor.

§ 15.5.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

§ 15.5.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 15.5.4 INTENTIONALLY OMITTED

§ 15.6 Substantial Completion

§ 15.6.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 15.6.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.6.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 15.6.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 15.7 Final Completion and Final Payment

§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

§ 15.7.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 15.7.4 Acceptance of final payment by the Contractor, a Subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the final Application for Payment.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction; and
- .4 construction or operations by the Owner or other Contractors.

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

§ 16.1.5 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.

§ 16.1.6 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 16.1.7 If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 10 calendar days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop any ongoing Work in the affected area and notify the Owner and Architect within twenty-four (24) hours maximum by phone or email in writing of the condition. When the material or substance has been rendered harmless by an authority of the Owner's choosing, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended if and as appropriate and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up, if any.

§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 16.2.3 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 16.2.4 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 16.2, except to the extent that the cost and expense are due to the Owner's fault or negligence

§ 16.3 Hot Work Permits

Contractor shall utilize and provide certification that all "Hot Work" associated with demolition and renovation, and new construction is being monitored by use of Factory Mutual Hot Work Permits.

§ 16.4 Red Tag System

Contractor shall utilize the Factory Mutual Red Tag System at all times when the fire protection equipment is taken out of service. The Owner shall be advised at least twenty-four (24) hours prior to all times when the fire protection equipment is impaired or out of service.

§ 16.5 Material, Equipment And Quality Assurance

§ 16.5.1 Systems and components used in the construction of the Work shall be Factory Mutual Engineering and Research (FMER) listed and labeled.

§ 16.5.2 Contractor shall perform all Work in accordance with the most current edition of the NFPA 70e Standard for Electrical Safety in the Workplace. Perform arc flash hazard analysis, prepare and submit written report to Owner and install labeling in compliance with Article 130 of NFPA 70e.

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 Contractor's Insurance

§ 17.1.1 The Contractor shall be required to maintain and carry in force for the duration of the Contract insurance coverage of the types and minimum limits set forth in **Attachment A – Insurance Requirements**, attached hereto and incorporated herein by reference.

§ 17.2 Owner's Insurance

§ 17.2.1 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 17.3 Property Insurance

Refer to **Attachment A – Insurance Requirements**

§ 17.4 Performance Bond and Statutory Bond

The Contractor shall furnish a Performance Bond and Statutory Bond on forms supplied by the Owner and contained in the Bidding Documents in amounts each equal to one hundred percent (100%) of the initial Contract Sum as well as subsequent modifications thereto. Such bonds shall be executed by a surety company authorized to do business in the State of Kansas. The Statutory Bond shall be filed with the Clerk of the District Court of Johnson County, Kansas and receipt of filing furnished to the Owner. In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless provided in the Contract Documents.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor at Contractor's expense shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

§ 18.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

§ 18.6 Uncovering Work

§ 18.6.1 If a portion of the Work is covered contrary to the Owner's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by either, be uncovered for their observation and be replaced at the Contractor's expense without change in the Contract Time.

§ 18.6.2 If a portion of the Work has been covered which the Architect has not specifically requested to observe prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or one of the other Contractors in which event the Owner Shall be responsible for payment of such costs.

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 Assignment of Contract

The Contractor shall not assign the Contract without written consent of the Owner.

§ 19.2 Governing Law

The Contract shall be governed by the laws of the state of Kansas.

§ 19.3 Tests and Inspections

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 19.4 The Owner's representative:

(Name, address, email address and other information)

« Karsen Koziol »
« Johnson County Facilities Management »
« 111 South Cherry Street, Suite 2100 »
« Olathe, Kansas 66061 »
« 913-257-1885 »
« Karsen.koziol@jocogov.org »

§ 19.5 The Contractor's representative:

(Name, address, email address and other information)

« « Complete Property Solutions Corp »
« C/O Philip Crafton »
« 13030 Shawnee Mission Pkwy, Shawnee, KS 66216 »
« phil@cps-kc.com »
« 913-890-3536 »

§ 19.6 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 19.7 The following provisions shall apply to this and all resulting contracts and subcontracts with and between all contractors, subcontractors, vendors, and /or suppliers connected with this Project, except (i) those whose contracts with the Owner cumulatively total five thousand dollars (\$5,000) or less during the Owner's fiscal year or (ii) those contracts with and between all contractors, subcontractors, vendors and/or suppliers who employ fewer than four (4) employees during the term of this contract.

- .1 The Contractor shall observe the provision of the Kansas Act Against Discrimination, K.S.A. 44-1001 et seq., and amendments thereto, the Kansas Age Discrimination in Employment Act, K.S.A. 44-1111 et seq., and amendments thereto, and the applicable provisions of the Americans with Disabilities Act (ADA), 42 U.S.C. 12101 et seq., and amendments thereto and shall not discriminate against any person in the performance of work under present contract because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in the particular work, national origin or ancestry.
- .2 In all solicitations or advertisements for employees, the Contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Commission on Civil Rights ("Commission");
- .3 If the Contractor fails to comply with the manner in which the Contractor reports to the Commission in accordance with the provisions of K.S.A. 44-1031, and amendments thereto, the Contractor shall be deemed to have breached the present Contract, and it may be canceled, terminated or suspended, in whole or in part, by the Owner; and
- .4 If the Contractor is found guilty of a violation of the Kansas Act Against Discrimination, the Kansas Age Discrimination in Employment Act or the ADA under a decision or order of the Commission which has become final, the Contractor shall be deemed to have breached the present Contract, and it may be cancelled, terminated or suspended, in whole or in part, by the Owner.

§ 19.8 Notwithstanding anything to the contrary contained in this Contract or represented by either party to the other or by the Architect to either the Owner or Contractor, the Contractor warrants that each and every chemical substance or product offered, sold, handled, or used for the Work under this Contract, or otherwise, transferred by the Contractor to officers, employees, agents or authorized representatives of the Owner as the date of such offer, sale, transfer or use shall comply with the Occupational Safety and Health Administration (OSHA) Hazard Communication Standard 29 CFR 1910.1200.

§ 19.9 Right to Examine and Audit Records, Contract Change Order Procedures; Overcharges.

§ 19.9.1 The Contractor agrees that the Owner, or any of its authorized representatives, shall have access to, and the right to examine and audit, any and all books, documents, papers and records (collectively the "Records") of the Contractor involving transactions related to the contract (the "Contract") between the Owner and Contractor hereunder, or any change order or Contract modification thereto, or with compliance with any clauses thereunder. Such Records shall include hard copy as well as computer readable data. The Contractor shall require all of its payees including, but not limited to, subcontractors, insurance agents or material suppliers (collectively the "payee(s)") to comply with the provisions of this clause by including the requirements hereof in a written agreement between the Contractor and payee(s). Further, the Contractor agrees to cooperate fully and will require all of its payees to cooperate fully in furnishing or making available to the Owner any and all such Records. The Owner's right to examine and audit any and all Records hereunder shall survive termination of the Contract.

§ 19.9.2 The Contractor agrees to follow the quality control change order processing system (the "System") utilized by Architect and Owner to ensure that any and all Contract change orders or Contract modifications (collectively the "Change Order(s)") that may be necessitated and result during the course of the performance of work or services rendered (the "Work") pursuant to, and under the requirements of, the Contract are warranted and properly processed. The System shall serve as a means for Owner and Contractor representatives to ensure the propriety, justification and timeliness of the Change Order(s), and fill documentation to enable the parties to examine how the price was determined, reviewed, evaluated, negotiated, and accepted or rejected.

§ 19.9.3 The Contractor agrees that is at any time following thirty-six (36) months of termination of the Contract (the "audited period"), an audit performed by or for the Owner hereunder of the Records and/or Change Order(s) pertaining to, or in connection with, the Work and/or the Contract reveals that any overcharges were paid by the Owner and were attributable to any error, omission, negligence, misrepresentation, or willful act on the part of the Contractor, or an of its officers, employees, subcontractors, agents or payees, then the Contract, or any of its assigns or successors shall, within thirty (30) days of receipt of written notice from the Owner, refund upon demand, and be and remain liable to the Owner for payment of, any such overcharges revealed, including interest thereupon, for the audited period, as well as any and all out-of-pocket costs incurred by the Owner with the respect to conducting the

audit and collecting the overcharges. Neither shall the making and acceptance of final payment under the Contract nor the termination of the Contract constitute a waiver of any claim on the part of the Owner to make demand upon the Contractor for any such overcharges and related costs thereto; provided, further, that any such demand of the Owner made upon the Contractor shall not be subject to claims and disputes procedural requirements or provisions, if any, of the Contract, but shall remain a continuing obligation of the Contractor until satisfied.

§ 19.10 Definitions:

Baseline Schedule – a cost loaded schedule defining all submittals and all significant construction activities and milestones necessary for the commencement and Final Completion of the Work by the Contractor or Construction Manager (if retained) and the work of the Owner's own forces and separate contractors. The Baseline Schedule shall be prepared by the Scheduling Consultant, Contractor, or Construction Manager (if retained) and shall be mutually accepted by the Owner, Architect and Contractor or Construction Manager (if retained) prior to issuance of a Notice To Proceed.

Construction Schedule – Originating from the Baseline Schedule, including cost loading and updates to reflect change in the Cost of Work, and modified by the Contractor or Construction Manager (if retained) as they deem necessary to perform the Work thereafter, however, increases in time to achieve: 1) milestones, 2) completion of phases, 3) Substantial Completion or 4) Final Completion, shall require approval through the Claims and Disputes process identified in Article 21. If a Scheduling Consultant is responsible for maintaining and modifying the Construction Schedule, the Contractor or Construction Manager (if retained) shall provide all necessary information to the Scheduling Consultant so that he can perform his duties.

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 Termination by the Contractor

If the Architect fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 20.2 Termination by the Owner for Cause

§ 20.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 INTENTIONALLY OMITTED

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 20.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts; and a termination fee, if any, as follows:

(Insert the amount of or method for determining the fee payable to the Contractor by the Owner following a termination for the Owner's convenience, if any.)

« In accordance with the Contract Documents »

§ 20.3.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

- .1 cease operations as direction by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work, and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders

§ 20.3.2 Upon termination by a court of competent jurisdiction that termination of the Contractor pursuant to Section 20.2 as wrongful or otherwise improper, such termination shall be deemed a termination for convenience pursuant to the Section 20.3 and the provisions of this Section 20.3 shall apply

§ 20.3.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed in accordance with the Contract Documents and costs reasonable incurred by reason of such termination, along with reasonable overhead and profit thereon.

§ 20.4 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 20.4.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 20.4.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

§ 21.2 Notice of Claims

§ 21.2.1 INTENTIONALLY OMITTED

§ 21.2.2 INTENTIONALLY OMITTED

§ 21.3 Time Limits on Claims

INTENTIONALLY OMITTED

§ 21.4 The Architect will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, or (4) suggest a compromise.

§ 21.5 In evaluating Claims, the Architect may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Architect in rendering a decision. The Architect may request the Owner to authorize retention of such persons at the Owner's expense.

§ 21.6 If the Architect requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Architect when the response or supporting data will be furnished or (3) advise the Architect that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Architect will render an initial decision.

§ 21.7 The Architect will render an initial decision that either rejects or approves the Claim in whole or in part. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to binding dispute resolution.

§ 21.8 Either party may, within 30 days from the date of an initial decision, file for binding dispute resolution within 60 days of the initial decision. Failure to demand binding dispute resolution within said 30 days' period shall result in the Architect's decision becoming final and binding upon the Owner and Contractor, and shall result in a waiver by both parties of their rights to pursue binding dispute resolution proceedings with respect to the initial decision.

§ 21.9 INTENTIONALLY OMITTED

§ 21.10 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 21.11 Waiver of Claims for Consequential Damages

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

«Jeffery Mendoza, Chairman, Board of Directors of
the Johnson County Library »

(Printed name and title)

CONTRACTOR (Signature)

« Philip Crafton, President, Complete Property
Solutions Corp »

(Printed name and title)

APPROVED AS TO FORM:

Andrew Logan

Counsel to the Board of Directors of the Johnson County Library

FILED

**JOHNSON COUNTY LIBRARY
GIFT FUND
TREASURER'S REPORT**
Period: NOV-2025

			Receipts	Payments	Balance
	Opening cash balance				\$224,557.62
		Add Receipts	\$539.70		
		Less Payments		\$3,370.49	
	Ending Cash balance				\$221,726.83
		Less Liabilities		\$1,771.01	
	Unobligated cash balance				\$219,955.82

APPROVED: _____

DATE: _____

Briefing Sheet

To: Library Board of Directors

From: Tricia Suellentrop, County Librarian

Date: January 8, 2026

Re: Johnson County Library's 2027-2031 Capital Improvement Program (CIP) Submission

Issue: 2027-2031 Capital Improvement Program (CIP) Submission.

Suggested Motion: None required at this time as this is just preliminary review of requests.

Background: County agencies and departments are annually asked to put forth their Capital Improvement Program (CIP) requests for the coming budget season in the form of a 5-year capital planning look ahead.

This upcoming 2027 budget plan will cover the 5-year capital planning period of FY 2027 to FY 2031. This currently drafted Library 2027-2031 CIP is informational; with a plan for the Library Board to take official action on this at the February 2026 Library Board meeting. The numbers are subject to change as the Library's Facility partners are working to update them to reflect projected construction inflation. The Budget Committee Meeting as part of the budget planning for the FY 2027 budget will review the financing for the projects and have discussed the impacts of these projects outlined in the Library's multi-year forecast.

After Johnson County Library Board action, which is anticipated in February, the CIP requests will be presented to the County CIP Committee, who will review and forward these recommendations to the County Manager for inclusion in the County Manager's 2027 budget proposal that will be put forth to the Board of County Commissioners (BOCC) in May of 2026. The Library Board will also have approvals associated with the 2027-2031 CIP included with the proposed 2027 Library budget that will be brought forward to the Library Board in March 2026 for review and April 2026 for action. The BOCC will vote on their final recommended budget for 2027 in late August of 2026.

Analysis: The order of the projects is in alignment with what was recently reaffirmed at the October 2025 Library Board Retreat.

Funding Overview: The projects listed currently fit the projected budget resources in the balanced multi-year budget plan that were provided to the Library Budget Committee in January 2026.

Alternatives: The Library Board could recommend changes to the order of projects or what is included for submission for the 2027-2031 CIP.

Recommendation: This is being presented for information only at this point in time. Voting on this 2027-2031 CIP submission is anticipated to occur at the February 2026 meeting.

Purchasing Review: N/A

Budget Review: The Budget Committee Meeting as part of the budget planning for the FY 2027 budget will review the financing for the projects.

Legal Review: N/A

Department Request Summary

Capital Improvements Program 2027-2031

Johnson County, Kansas

Department: Library					Date of Submission: January 2026 Estimated		
Priority	Project Title	Projected Capital Expenditures					
		2027	2028	2029	2030	2031	Total
System	Capital Replacement Program (CRP)	\$ 3,593,119	\$ 3,720,964	\$ 4,190,827	\$ 3,606,743	\$ 3,720,966	\$ 18,832,618
2	Project # 1	\$ -		\$ 5,192,697	\$ 23,115,324	\$ 15,410,216	\$ 43,718,237
3	Project # 2				\$ 5,504,259	\$ 24,502,243	\$ 46,341,331
Department Preparer: Early Estimated Capital for 2027-2031					Department Approval: Early Estimated CIP		

Capital Improvement Program - Capital Project Expenses

Department:	Library	Submitted by:	Early JAN WORKING DRAFT		
Project:	Capital Replacement Plan (CRP)	Priority #	0	Year Requested	2027

Capital Expenditures	Prior Year	2027	2028	2029	2030	2031	Project Total
Building Envelope / Roofing / Exterior Building Signage		269,006	972,524	837,465	931,983	884,234	3,895,212
Parking Lots / Site Repair / Irrigation / Landscaping/ADA		309,235	189,483	293,372	758,388	719,533	2,270,011
Interior Work / Finishes / ADA		1,435,293	1,237,677	1,182,949	1,241,430	1,177,827	6,275,176
Subtotal	0	2,013,534	2,399,684	2,313,786	2,931,800	2,781,594	12,440,399
Equipment Expenditures							
Building HVAC / Electrical Equip Replacement		1,011,583	485,721	1,052,549	557,477	528,916	3,636,246
FFE		568,002	835,559	824,492	117,466	410,455	2,755,973
Subtotal	0	1,579,585	1,321,280	1,877,040	674,943	939,371	6,392,219
Start-Up Capital							
							0
							0
Subtotal	0	0	0	0	0	0	0
Total Capital	0	3,593,119	3,720,964	4,190,827	3,606,743	3,720,965	18,832,618

Capital Improvement Program FY 2027 – FY 2031 Capital and Operating Impact Form

Department/Agency: **Library**

Submitted by: **Early Draft**

Project Name: **JCL Capital Replacement Program (CRP)**

Date of Submittal: **JAN Estimate**

Department Priority: **System**

Project is: On-going from prior years [] Replacement [X] Enhancement [] Growth [] New Service Provision []

Description:

(Provide project description, including an overview of the need for the project, departments involved, project purpose, timeline, location(s), stakeholders, cost drivers, supporting detail, and expected useful life.)

The purpose of the Capital Replacement Program (CRP) is to: investigate and evaluate the condition of major building components and systems in Library facilities, establish a repair/replacement schedule for those components, and implement the projects. This systematic approach allows the ongoing care and maintenance of existing assets to be prioritized in a holistic manner.

Examples of building systems contained in the CRP include but are not limited to: heating, ventilation, and air conditioning (HVAC), e.g. remote terminal units, air handling units, etc.; exterior building envelope, e.g. roofs, building skin, windows, doors, exterior signage, etc.; vertical systems, e.g. stairs, elevators, etc.; mechanical, electrical, and plumbing (MEP) systems, e.g. restrooms, sewers, panels, switchgear; dock lifts, life safety systems, e.g. fire sprinklers, alarms, etc.; structural systems, e.g. foundations, slabs, roof framing, etc.; interior construction, e.g. partition walls, ceilings, doors, finishes, furniture, fixtures, and equipment, etc.; site work, e.g. sidewalks, grading, parking, stormwater systems, etc.

In 2019, a comprehensive study of the systems in each Library facility was completed by VFA/Accruent and that has been used to determine budget forecast, scope of work, and timing of CRP requests for 2027 to 2031. This study is in constant evolution, balanced by the on-site experience of the FAC Maintenance group, Archibus reports, and the changing conditions of the building systems and mechanical components.

Benefits of Project and Impact if Not Completed:

(Highlight project benefits, including efficiencies created, service enhancements, and cost savings. Also describe any short- and long- term consequences of not funding the project.)

Building component and system replacement grows in scope and cost the longer it is deferred. Projects that are deferred can lead to higher energy costs, increased staff time in dealing with problematic systems, safety hazards, and lower satisfaction and/or comfort for the public and staff who use the facilities every day.

Services provided differ as CRP projects occur at a variety of buildings throughout the Library system. The CRP ensures that the useful life of Library buildings is maximized and new construction and/or

Capital Improvement Program FY 2027 – FY 2031 Capital and Operating Impact Form

major remodeling projects are deferred. CRP supports a quality environment for the public and for our staff. This need is currently being met by annual funding of the CRP, which comes from Johnson County Library's Operating Fund. The CRP database is continually updated to prioritize expenditure of funds and projects.

Discuss Operating Budget Impact (Personnel and Non-Personnel Operating Costs):

(Explain the project's short- and long-term impacts on the community's operating budget Provide a timeline for the phasing in of all operating expenses, including new FTEs and explain any additional operating requests needed to support the new position(s) and or the operating expenses related to this project.)

CRP Projects are generally implemented during the fiscal years that they are funded. A portion of the projects carry over to subsequent years before being completed.

Performance Measures and Strategic Priorities:

(List department/agency performance measures that will be used to evaluate project success. Also describe how the project relates to the Board of County Commissioners Strategic Priorities.)

The CRP enables the Library to pursue their Strategic Priorities by properly maintaining the facilities that house Library functions.

The Library CRP directly relates to the BOCC's Strategic Priority regarding infrastructure by appropriately planning for repair and replacement of Library building components and systems.

Capital Improvement Program - Capital Project Expenses

Department:	Library	Submitted by:	Early JAN Estimates		
Project:	Future Project 1	Priority #	2	Year Requested	2029

Capital Expenditures	Prior Year	2027	2028	2029	2030	2031	Project Total
Preliminary Studies			250,000				250,000
Land Acquisition							
Design/Consulting				4,821,255			4,821,255
Construction					19,393,809	4,629,206	32,323,015
Public Art						376,498	376,498
Subtotal	0	0	250,000	4,821,255	19,393,809	5,005,704	37,770,768
Equipment Expenditures							
Furnishings, Fixtures and Equipment (FFE)						5,947,469	5,947,469
Subtotal	0	0	0	0	0	5,947,469	5,947,469
Start-Up Capital							
Subtotal	0	0	0	0	0	0	0
Total Capital	0	0	250,000	4,821,255	19,393,809	10,953,173	43,718,237

Capital Improvement Program FY 2027 – FY 2031 Capital and Operating Impact Form

Department/Agency: **Library**

Submitted by: **Early Estimated**

Project Name: **CLMP Study Project #1**

Date of Submittal: **Jan Estimate**

Department Priority: **2**

Project is: On-going from prior years [☐] Replacement [X] Enhancement [☐] Growth [☐] New Service Provision [☐]

Description:

(Provide project description, including an overview of the need for the project, departments involved, project purpose, timeline, location(s), stakeholders, cost drivers, supporting detail, and expected useful life.)

The Library will be refreshing its 2015 Comprehensive Library Master Plan (CLMP) Study with updated planning data for facilities as well as consideration of future Library services, programming, and technology. We know there will be future capital requests and this item serves as a placeholder for the first prioritized capital project out of the updated CLMP.

Benefits of Project and Impact if Not Completed:

(Highlight project benefits, including efficiencies created, service enhancements, and cost savings. Also describe any short- and long- term consequences of not funding the project.)

This first project out of the newly updated CLMP will provide the community with the same high level of service seen at recent Library renovations and new constructions. A programming study will be needed to determine services and spaces, and the associated costs. A replacement facility will be better able to meet the needs of the public and staff.

If not funded, we would continue to provide maintenance and repairs to the existing building for as long as possible before closing the branch when repair is no longer possible.

Discuss Operating Budget Impact (Personnel and Non-Personnel Operating Costs):

(Explain the project's short- and long-term impacts on the community's operating budget Provide a timeline for the phasing in of all operating expenses, including new FTEs and explain any additional operating requests needed to support the new position(s) and or the operating expenses related to this project.)

The following timeline is anticipated and may change:

Programming Study	Q1	2028
Architect Selection	Q1	2029
Program Verification/Design and Documentation	Q2-Q4	2029
Bidding/Approvals	Q1	2030

Capital Improvement Program FY 2027 – FY 2031 Capital and Operating Impact Form

Construction	Q2-Q2	2030-2031
Furniture Installation/Move in	Q3	2031
Opening	Q3	2031

Performance Measures and Strategic Priorities:

(List department/agency performance measures that will be used to evaluate project success. Also describe how the project relates to the Board of County Commissioners Strategic Priorities.)

This project directly relates to the BOCC's Strategic Priority regarding infrastructure by appropriately planning to support our growing and expanding community.

This project also aligns with the Library's Strategic Priorities of: Education, Operations Community, Communication, and Convenience.

Capital Improvement Program - Capital Project Expenses

Department:	Library	Submitted by:	Early JAN Estimates		
Project:	Future Project 2	Priority #	2	Year Requested	2030

Capital Expenditures	Prior Year	2027	2028	2029	2030	2031	Project Total
Preliminary Studies				250,000			0
Land Acquisition							
Design/Consulting					5,110,530		5,110,530
Construction						20,557,438	34,262,397
Public Art							393,729
Subtotal	0	0	0	250,000	5,110,530	20,557,438	39,766,656
Equipment Expenditures							
Furnishings, Fixtures and Equipment (FFE)							6,574,675
Subtotal	0	0	0	0	0	0	6,574,675
Start-Up Capital							
Subtotal	0	0	0	0	0	0	0
Total Capital	0	0	0	250,000	5,110,530	20,557,438	46,341,331

Capital Improvement Program FY 2027 – FY 2031 Capital and Operating Impact Form

Department/Agency: **Library**

Submitted by: **Early Estimated**

Project Name: **CLMP Study Project #2 –**

Date of Submittal: **Jan Estimate**

Programming Study

Department Priority: **3**

Project is: On-going from prior years [☐] Replacement [X] Enhancement [☐] Growth [☐] New Service Provision [☐]

Description:

(Provide project description, including an overview of the need for the project, departments involved, project purpose, timeline, location(s), stakeholders, cost drivers, supporting detail, and expected useful life.)

The Library will be refreshing its 2015 Comprehensive Library Master Plan (CLMP) Study with updated planning data for facilities as well as consideration of future Library services, programming, and technology. We know there will be future capital requests and this item serves as a placeholder for the second prioritized capital project out of the updated CLMP.

Benefits of Project and Impact if Not Completed:

(Highlight project benefits, including efficiencies created, service enhancements, and cost savings. Also describe any short- and long- term consequences of not funding the project.)

This second project out of the newly updated CLMP will provide the community with the same high level of service seen at recent Library renovations and new constructions. A programming study will be needed to determine services and spaces, and the associated costs. A replacement facility will be better able to meet the needs of the public and staff.

If not funded, we would continue to provide maintenance and repairs to the existing building for as long as possible before closing the branch when repair is no longer possible.

Discuss Operating Budget Impact (Personnel and Non-Personnel Operating Costs):

(Explain the project's short- and long-term impacts on the community's operating budget Provide a timeline for the phasing in of all operating expenses, including new FTEs and explain any additional operating requests needed to support the new position(s) and or the operating expenses related to this project.)

The following timeline is anticipated and may change:

Programming Study

Q2-Q3 2030

Performance Measures and Strategic Priorities:

Capital Improvement Program FY 2027 – FY 2031 Capital and Operating Impact Form

(List department/agency performance measures that will be used to evaluate project success. Also describe how the project relates to the Board of County Commissioners Strategic Priorities.)

This project directly relates to the BOCC's Strategic Priority regarding infrastructure by appropriately planning to support our growing and expanding community.

This project also aligns with the Library's Strategic Priorities of: Education, Operations Community, Communication, and Convenience.

To: Library Board of Directors
From: Tricia Suellentrop, County Librarian
Date: January 8, 2026
Re: Cedar Roe: Contract and Temporary Closure for Restroom Renovation

Issue: Consider authorizing a contract and closure for up to four (4) months, between March and June for the replacement of plumbing systems and renovation of restrooms at the Cedar Roe Library.

Suggested Motion: ****This item is being presented as information only in January. It is anticipated to come back for action in February****

- 1) I move to authorize a contract with XXX in an amount not to exceed \$XXX for the replacement of plumbing systems and renovation of restrooms at Cedar Roe Library.
- 2) I move to authorize a temporary closure for up to four (4) months between March and June for the replacement of plumbing systems and renovation of restrooms at Cedar Roe Library.

Background: The restrooms are not compliant with current ADA standards, resulting in issues for patrons. Additionally, the main sewer line is at the end of its life and requires replacement, which will necessitate cutting into the floor. Fixtures and finishes in the restrooms will be damaged and/or removed to get to the plumbing infrastructure and will need to be replaced.

Analysis: Due to major renovation work by one contractor, and the necessity to provide material staging, the public entry path and the majority of the parking lot will be unavailable. Additionally, the restrooms will be unavailable during the construction work. Because of these factors, staff recommend closing the library for the duration of this work. The contractor will protect the collection and computers while the work is occurring. After the work is completed, Facilities Custodial will perform a final clean before opening. The contractor will perform all the work. Staff who typically work at Cedar Roe will be temporarily stationed at other branches within the northeast region.

Facilities partners are also working to align potential improvements to lighting and mechanical systems during this closure.

Funding Overview: Funding for this work is included in the 2025 CRP budget

Alternatives: Do not authorize the contract and closure. Restrooms will continue to be non-ADA compliant and plumbing issues will continue to occur and handled by maintenance. Not approving the contract will result in a delay in renovation.

Recommendation: ****This item is being presented as information only in January. It is anticipated to come back for action in February****

- 1) I move to authorize a contract with XXX in an amount not to exceed \$XXX for the replacement of plumbing systems and renovation of restrooms at Cedar Roe Library.
- 2) I move to authorize a temporary closure for up to four (4) months between March and June for the replacement of plumbing systems and renovation of restrooms at Cedar Roe Library.

Purchasing Review: This work is being completed under existing vendor contracts. FMA-Purchasing has reviewed this procurement, ensuring the recommendation meets the requirements of the county's purchasing policies and concurs with the recommendation.

Budget Review: The Finance Director and Facilities partners have reviewed the cost of this work.

Legal Review: Library legal counsel has approved the contract as to form.

To: Johnson County Library Board of Directors
From: Tricia Suellentrop, County Librarian
Date: January 8, 2026
Re: Consideration of Update to ARM 20-10-10 Hours of Service

Issue: Consider authorizing the update to ARM 20-10-10 Hours of Service.

Suggested Motion: This item is being presented for information purposes this month. Action is anticipated to be requested at the February 2026 Library Board meeting.

Background: In 2018, the Library Board approved a study to explore a renovation of Spring Hill and De Soto, as well as innovative ways to expand hours and services to patrons. In 2022 we gathered community input as part of the conceptual design study the Library did with Clark & Enersen. Patron feedback indicated a desire for extended hours (as well as study/meeting spaces). In July 2023 Admin approved the Expanded Patron Access (as it was then dubbed) project team's recommendation to extend patron access to library amenities, including the collection, computers, printing, scanning, seating areas and kids' space, and holds pickup. As with our Lenexa Holds Lobby, patrons interested in visiting during extended hours would sign an agreement and receive a pass for access.

Analysis: Extended Access service at Spring Hill will be piloted when Spring Hill reopens. The update to the Hours of Service policy includes extending current hours to be consistent with larger branches. The number of staffed hours will remain the same, with the only change being to shift weekday staffed hours by one hour for greater consistency. Lenexa City Center Holds Lobby hours remain the same; the formatting of how the hours are listed has been updated for consistency. Implementation of Extended Access service at De Soto is dependent on the success of the pilot.

Funding Overview: No costs were affected.

Alternatives: Not approve extending hours at Spring Hill.

Recommendation: Consider authorizing the update to ARM 20-10-10 Hours of Service.

Budget Review: No approval needed.

Legal Review: This policy has been reviewed and certified by legal counsel.

ADMINISTRATIVE REGULATIONS

TAB: Patron Services

DOCUMENT NUMBER: 20-10-10

SECTION: General Patron Services

SUBJECT: 20-10-10 PUBLIC FACILITIES HOURS OF SERVICES

SUMMARY

The purpose of this regulation is to establish hours during which library services will be available to the public at each library facility.

Effective Date:

March 14, 2019

Reviewed:

October 27, 2021

November 14, 2024

October 24, December 11, 2025

CONSIDERATIONS FOR
ESTABLISHING HOURS OF SERVICE

i. Hours of service at each public service location will be established by the Library Board of Directors based upon the needs of the community it serves, availability of qualified staff, and consideration of budget factors.

HOURS OF SERVICE

ii. The hours of service of public service locations are:

i. Blue Valley Branch, Central Resource Library, Corinth Branch, Lenexa City Center Branch, Merriam Plaza Branch, Monticello Branch:

Monday - Thursday 9am to 8pm

Friday 9am to 6pm

Saturday 9am to 5pm

Sunday 1pm to 5pm

ii. Gardner Branch, Leawood Pioneer Branch, Oak Park Branch, and Shawnee Branch:

Monday - Thursday 9am to 8pm

Friday 9am to 6pm

Saturday 9am to 5pm

Sunday Closed

iii. Cedar Roe Branch:

Monday - Thursday 9am to 8pm

Friday 9am to 6pm

Saturday 10am to 2pm

Sunday Closed

iv. De Soto Branch:

Monday Closed
Tuesday, Wednesday 10am to 6pm
Thursday 1pm to 8pm
Friday, 10am to 6pm
Saturday 10am to 2pm
Sunday Closed

v. Spring Hill Branch:
Monday, Tuesday, Wednesday ~~10~~9am to ~~6~~5pm
Thursday 1pm to 8pm
Friday Closed
Saturday 10am to 2pm
Sunday Closed

vi. Edgerton Branch:
Monday Closed
Tuesday, Wednesday 1pm to 6pm
Thursday 1pm to 8pm
Friday 1pm to 5pm
Saturday 10am to 2pm
Sunday Closed

vii. Extended Access Lenexa City Center ~~Lenexa~~
Holds Lobby:
Monday-~~Saturday~~unday, ~~5am-a.m.~~ to 9am,
8pm to 10pm-p.m.
Sunday 5am to 1pm, 5pm to 10pm

viii. Extended Access Spring Hill Branch:
Monday, Tuesday, Wednesday 5pm to 8 pm
Thursday 9am to 1pm
Friday 9am to 6pm
Saturday 9am to 10am, 2pm to 5pm
Sunday 1pm to 5 pm
~~vii.~~

November 14, 2024

ARM 20-10-10

End

ADMINISTRATIVE REGULATIONS

TAB: Patron Services

DOCUMENT NUMBER: 20-10-10

SECTION: General Patron Services

SUBJECT: 20-10-10 PUBLIC FACILITIES HOURS OF SERVICES

SUMMARY

The purpose of this regulation is to establish hours during which library services will be available to the public at each library facility.

Effective Date:

March 14, 2019

Reviewed:

October 27, 2021

November 14, 2024

December 11, 2025

**CONSIDERATIONS FOR
ESTABLISHING HOURS OF SERVICE**

i. Hours of service at each public service location will be established by the Library Board of Directors based upon the needs of the community it serves, availability of qualified staff, and consideration of budget factors.

HOURS OF SERVICE

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i. Blue Valley Branch, Central Resource Library, Corinth Branch, Lenexa City Center Branch, Merriam Plaza Branch, Monticello Branch:

Monday - Thursday 9am to 8pm

Friday 9am to 6pm

Saturday 9am to 5pm

Sunday 1pm to 5pm

ii. Gardner Branch, Leawood Pioneer Branch, Oak Park Branch, and Shawnee Branch:

Monday - Thursday 9am to 8pm

Friday 9am to 6pm

Saturday 9am to 5pm

Sunday Closed

iii. Cedar Roe Branch:

Monday - Thursday 9am to 8pm

Friday 9am to 6pm

Saturday 10am to 2pm

Sunday Closed

iv. De Soto Branch:

Monday Closed

Tuesday, Wednesday 10am to 6pm

Thursday 1pm to 8pm
Friday, 10am to 6pm
Saturday 10am to 2pm
Sunday Closed

v. Spring Hill Branch:
Monday, Tuesday, Wednesday 9am to 5pm
Thursday 1pm to 8pm
Friday Closed
Saturday 10am to 2pm
Sunday Closed

vi. Edgerton Branch:
Monday Closed
Tuesday, Wednesday 1pm to 6pm
Thursday 1pm to 8pm
Friday 1pm to 5pm
Saturday 10am to 2pm
Sunday Closed

vii. Extended Access Lenexa City Center Holds
Lobby:
Monday-Saturday, 5am to 9am, 8pm to 10pm
Sunday 5am to 1pm, 5pm to 10pm

viii. Extended Access Spring Hill Branch:
Monday, Tuesday, Wednesday 5pm to 8 pm
Thursday 9am to 1pm
Friday 9am to 6pm
Saturday 9am to 10am, 2pm to 5pm
Sunday 1pm to 5 pm

November 14, 2024

ARM 20-10-10

End

To: Library Board of Directors
From: Tricia Suellentrop, County Librarian
Date: January 8, 2026
Re: Selection of Comprehensive Library Master Plan Consultant

Issue: Consider authorizing a contract with XX to provide Comprehensive Library Master Planning Services, as described in Request for Proposal (RFP) No. 2025-044.

Suggested Motion: **INFORMATION ONLY** I move that the Library Board authorize a contract with XX to provide Comprehensive Library Master Planning Services, as described in RFP #2025-044.

Background: Johnson County Library will be updating its Comprehensive Library Master Plan (CLMP) to ensure alignment with evolving community needs. Last approved by the Library Board in 2015, this holistic planning document will provide a strategic, flexible, long-term framework to guide decision-making for services, operations, and facilities, positioning the Library system for sustained impact in the years ahead. The project's goals include:

- To re-assess, revise, and expand evaluations, recommendations, and implementation strategies of the 2015 Comprehensive Library Master Plan.
- To establish clear and realistic goals, objectives, and implementation strategies that can guide JCL's decision-making for the next 30 years with periodic updates every ten years.
- To ensure the Library system stays relevant and adaptable to evolving community needs.
- To identify services and service gaps to support the needs of JCL's service area.
- To evaluate existing assets to determine what should be maintained, repurposed, or phased out based on alignment with overall impact, goals, and community need.
- To conduct a comprehensive evaluation of existing services and deliver strategic recommendations that include discontinuing low impact and high cost activities to prioritize efficiency, quality, and overall performance.
- To identify potential resources, sites, buildings, and partnerships that best support the proposed solutions in response to community trends and influences.

Analysis: On October 16, 2025 the Financial Management and Administration, Purchasing Division, issued Request for Proposal (RFP) No. 2025-044 to select a consultant to provide Comprehensive Library Master Planning services via IonWave, the County's electronic bidding website. The RFP was also advertised in the Legal Record and posted electronically on the Johnson County website. Auto-generated notices of the bid opportunity were sent to 1,093 firms. 52 firms viewed the RFP.

A total of seven (7) responsive proposals were received by the RFP closing on November 20, 2025, and XX finalists were interviewed: (list of interviewed firms). The other XX responsive firms who submitted proposals were: (list of remaining firms who were not interviewed).

The evaluation of each interview was based on a scale of 100 points: 30 points for Project Approach & Management Plan; 30 points for Key Team Members & Staff Utilization; 15 points for Firm Experience; 15 points for Communication Plan; and, 10 points for Cost. Determination is made by the final ranking noted in parentheses. The results are as follows:

Briefing Sheet

Evaluation Criteria	Maximum Points	Firm A (named)	Firm B	Firm C
Project Approach & Management Plan	30			
Key Team Members & Staff Utilization	30			
Firm Experience	15			
Communication Plan	15			
Cost	10			
TOTAL (Rank)	100			

RANKING W/ COST	No. 1	No. 2	No. 3	No. 4	No. 5	No. 6	No. 7	Total	Final Ranking
Firm A (named)									
Firm B									
Firm C									

RANKING W/O COST	No. 1	No. 2	No. 3	No. 4	No. 5	No. 6	No. 7	Total	Final Ranking
Firm A (named)									
Firm B									
Firm C									

The evaluation committee consisted of staff from the Library in addition to Facilities Management, Budget, and Mental Health departments. Based upon the initial proposals and scoring of these firms, the committee interviewed the top XX firms, and following interviews recommend XX.

XX demonstrated a clear and complete understanding of the scope of services, has related experience, and has successfully provided similar services to other similar agencies.

The budgetary estimated cost of this service is XX. The fee proposals submitted by the XX finalists ranged from XX to XX.

Funding Overview: Funding for this work has been allocated in the approved 2026 CIP budget.

Alternatives: 1) Authorize the contract. 2) Do not authorize the contract.

Recommendation: Staff recommends the Library Board authorize a contract with XX to provide Comprehensive Library Master Planning Services, in an amount not to exceed \$XX.

Purchasing Review: FMA-Purchasing facilitated this procurement, ensuring the recommendation meets the requirements of the County's purchasing policies and procedures and concurs with the recommendation.

Budget Review: Costs for this work have been planned for in the 2025 CIP budget.

Legal Review: Library legal counsel has approved the contract as to form.