

Board Report October 8, 2015 IF YOU REQUIRE ANY ACCOMMODATION (I.E. QUALIFIED INTERPRETER, HEARING ASSISTANCE, ETC) IN ORDER TO ATTEND THIS MEETING, PLEASE NOTIFY THE CENTRAL RESOURCE LIBRARY AT (913) 826-4600 NO LATER THAN 48 HOURS PRIOR TO THE SCHEDULED COMMENCEMENT OF THE MEETING.

# <u>AGENDA</u>

#### JOHNSON COUNTY LIBRARY BOARD OF DIRECTORS REGULAR MEETING, OCTOBER 8, 2015 OAK PARK NEIGHBORHOOD LIBRARY 4:00 P.M.

- I. Call to Order
- II. Citizen Comments
- III. Remarks
  - A. Members of the Johnson County Library Board of Directors
  - B. Friends of the Library
  - C. Susan Mong, Executive Director, Johnson County Library Foundation
  - D. Jason Osterhaus, Liaison, Board of County Commissioners

## IV. Reports

- A. Board Counsel Fred Logan

## B. County Librarian Report

- 1. Budget: Tracking new operating revenue Nicki Neufeld
- 2. Strategic Plan
  - a) Digital initiatives Listen Local Bryan Voell
  - b) Community Building Melody Kinnamon
- 3. Central Building Upgrade report Scott Sime
- 4. Updates
  - a) Presentation by Valorie Carson, UCS Planning Director
  - b) Implementation choices and review Danni Livingston
  - c) Comprehensive Library Master Plan: Planning to Plan Sean Casserley
  - d) Overland Park and Operation center logistics study updates Sean Casserley

# V. Consent Agenda

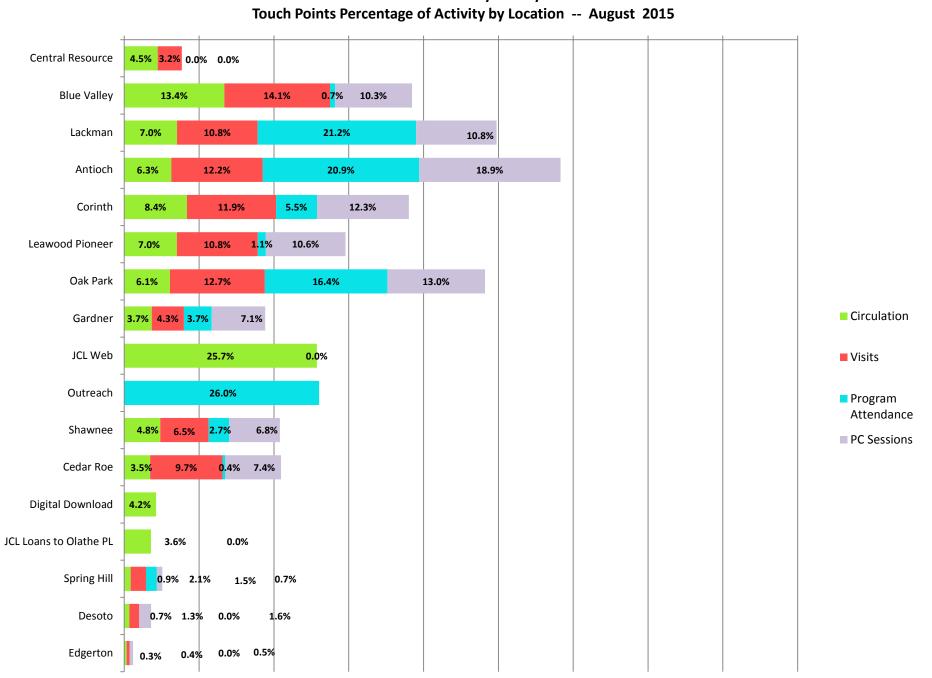
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- B. Information Items
   1. Summary of New and/or Renewed Contracts ......72
   2. Financial and Personnel
  - a) The County Librarian and the Finance Director certify those payment vouchers and personnel authorizations for August 2015 were handled in accordance with library and County policy.
  - b) The August 2015 Revenue and Expenditure reports produced from the County's financial system reflect the Library's revenues and expenditures

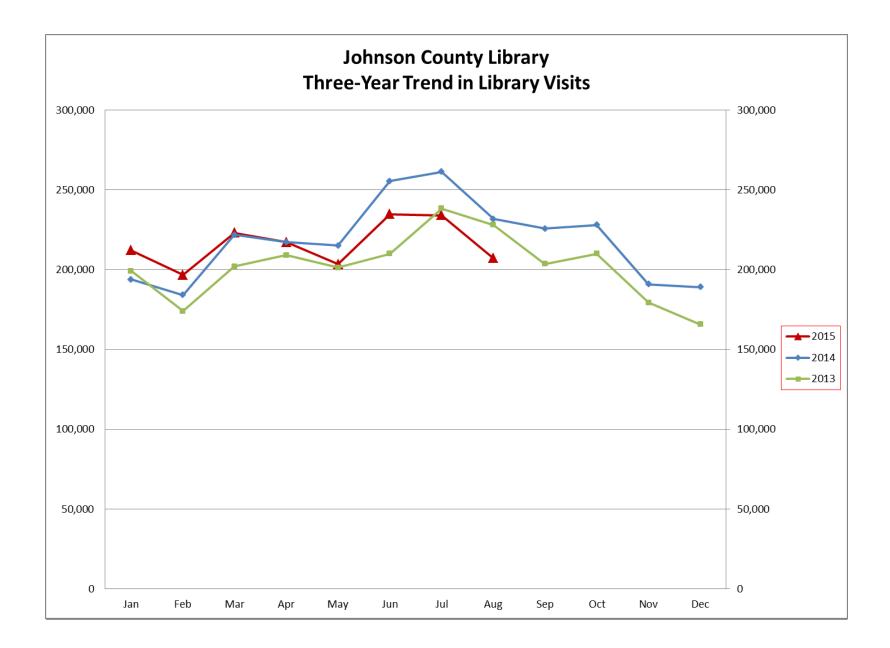
# C. Gift Fund Report

VI.	Old Business A. Consideration of the In-Kind Donation of a space to be constructed at the Central Resource Library	81
VII.	New Business A. Consideration of renewal of the MOU with County Facilities	82
VIII.	Executive Session A. Consultation with the Library Board attorney B. Personnel matters relating to non-elected personnel	

IV. Adjournment



# Johnson County Library

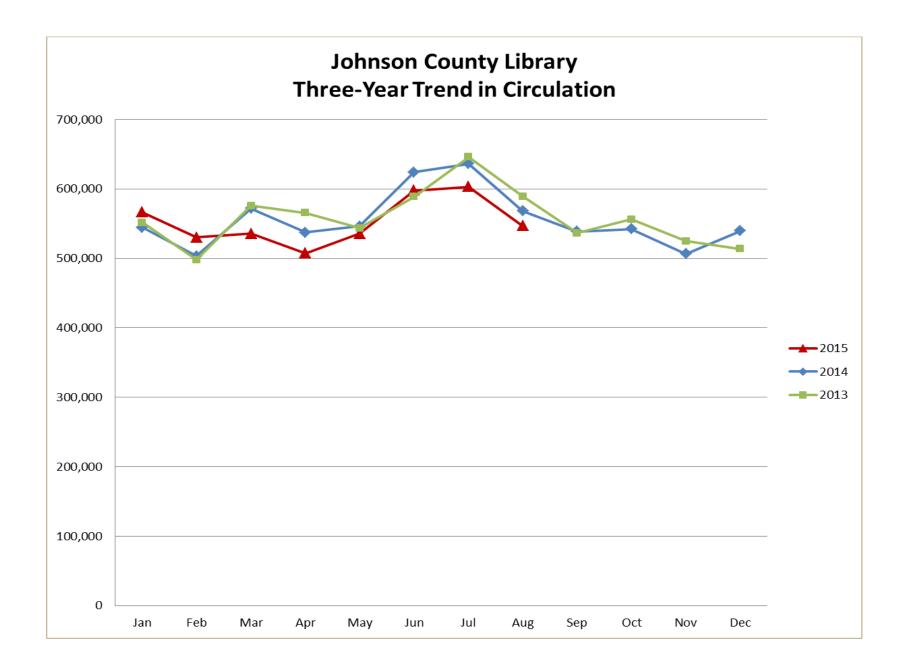


#### Johnson County Library USER VISITS

#### August 2015

	Current Month 2015								Current Month 2014				Percent Change		
Location	Total	% of	Yr-to-Dt	Previous	Visits per	r Hour	Circulations	per Visit	Total	% of	Yr-to-Dt	Previous	:	2014 to 2015	
	Visits	Total	Visits	Twelve	Hours	Visits	Circulation	Circ	Visits	Total	Visits	Twelve	For	For	Previous
		Visits		Months	Open	per		per		Visits		Months	Month	Yr-to-Dt	Twelve
						Hour		Visit							Months
Antioch	25,357	12.2%	199,476	275,331	283	90	34,358	1.4	20,648	8.9%	159,475	235,909	22.8%	25.1%	16.7%
Blue Valley	29,246	14.1%	219,538	316,839	283	103	73,144	2.5	26,518	11.4%	210,613	306,704	10.3%	4.2%	3.3%
Cedar Roe	20,021	9.7%	166,166	238,291	243	82	18,948	0.9	19,845	8.6%	164,533	201,954	0.9%	1.0%	18.0%
Central Resource	6,707	3.2%	107,066	248,292	283	24	24,378	3.6	41,186	17.8%	301,258	444,004	-83.7%	-64.5%	-44.1%
Corinth	24,683	11.9%	192,467	273,178	283	87	45,756	1.9	21,870	9.4%	184,473	266,851	12.9%	4.3%	2.4%
DeSoto	2,726	1.3%	22,345	32,560	144	19	3,765	1.4	2,820	1.2%	27,588	38,608	-3.3%	-19.0%	-15.7%
Edgerton	761	0.4%	7,775	12,828	101	8	1,761	2.3	1,599	0.7%	9,822	12,116	-52.4%	-20.8%	5.9%
Gardner	8,945	4.3%	76,650	150,682	263	34	20,031	2.2	19,807	8.5%	119,765	158,374	-54.8%	-36.0%	-4.9%
Lackman	22,352	10.8%	186,192	261,458	263	85	38,512	1.7	20,454	8.8%	172,082	234,132	9.3%	8.2%	11.7%
Leawood Pioneer	22,446	10.8%	171,803	246,903	263	85	38,414	1.7	20,669	8.9%	163,936	242,523	8.6%	4.8%	1.8%
Oak Park	26,261	12.7%	206,740	276,259	263	100	33,444	1.3	17,429	7.5%	139,855	214,988	50.7%	47.8%	28.5%
Shawnee	13,415	6.5%	142,942	186,136	263	51	26,261	2.0	13,925	6.0%	93,856	133,717	-3.7%	52.3%	39.2%
Spring Hill	4,258	2.1%	29,459	43,521	152	28	4,687	1.1	4,958	2.1%	33,568	49,530	-14.1%	-12.2%	-12.1%
Branch Total	200,471	96.8%	1,621,553	2,313,986	2,804	71	339,081	1.7	190,542	82.2%	1,479,565	2,095,405	5.2%	9.6%	10.4%
SYSTEM TOTAL	207,178	100.0%	1,728,619	2,562,278	3,087	67	363,459	1.8	231,728	100.0%	1,780,823	2,539,407	-10.6%	-2.9%	0.9%

	2015	2014
Average Visits per Capita for Current Month:	0.5	0.5
Average Visits per Capita for Year-to-Date:	4.0	4.1
Service Area Population:	431,000	431,000



# Johnson County Library OFFICIAL CIRCULATION BY LOCATION

# August 2015

		Official Circulation									
		Current M	onth 2015		Current Month 2014				Percentage Change		
Location	Мо	nth		Previous	Month			Previous	2014 to 2015		
	Number	Percent of	Yr-to-Dt	Twelve	Number	Percent of	Yr-to-Dt	Twelve	Month	Yr-to-Dt	Previous
	(inc. ILL)	System	Circulation	Months	(inc. ILL)	System	Circulation	Months			12 mos.
		Total				Total					
Antioch	34,358	6.3%	273,121	388,218	31,011	5.5%	251,232	367,045	10.8%	8.7%	5.8%
Blue Valley	73,144	13.4%	586,021	834,757	67,116	11.8%	549,616	784,499	9.0%	6.6%	6.4%
Cedar Roe	18,948	3.5%	152,668	224,062	19,075	3.4%	155,717	244,705	-0.7%	-2.0%	-8.4%
Central Resource	24,378	4.5%	322,080	617,261	80,875	14.2%	635,917	937,133	-69.9%	-49.4%	-34.1%
Corinth	45,756	8.4%	370,139	536,451	45,979	8.1%	358,470	521,587	-0.5%	3.3%	2.8%
Desoto	3,765	0.7%	31,373	47,203	4,175	0.7%	35,474	51,900	-9.8%	-11.6%	-9.1%
Edgerton	1,761	0.3%	14,671	21,293	1,979	0.3%	11,177	17,784	-11.0%	31.3%	19.7%
Gardner	20,031	3.7%	166,009	244,083	21,717	3.8%	164,921	238,722	-7.8%	0.7%	2.2%
Lackman	38,512	7.0%	312,030	443,375	35,057	6.2%	289,897	424,266	9.9%	7.6%	4.5%
Leawood Pioneer	38,414	7.0%	314,483	453,660	39,476	6.9%	314,264	461,275	-2.7%	0.1%	-1.7%
Oak Park	33,444	6.1%	257,539	355,447	27,162	4.8%	216,194	316,691	23.1%	19.1%	12.2%
Shawnee	26,261	4.8%	215,890	312,708	27,624	4.9%	212,646	305,159	-4.9%	1.5%	2.5%
Spring Hill	4,687	0.9%	39,951	60,739	5,487	1.0%	44,035	66,881	-14.6%	-9.3%	-9.2%
JCL Web Renewals	140,746	25.7%	1,023,614	1,517,333	124,943	22.0%	1,008,348	1,499,540	12.6%	1.5%	1.2%
Digital Downloads	23,242	4.2%	182,325	256,949	16,507	2.9%	123,555	189,002	40.8%	47.6%	36.0%
JCL Loans to Olathe PL	19,443	3.6%	161,520	237,380	20,237	3.6%	161,109	237,523	-3.9%	0.3%	-0.1%
JCL Branch Total	339,081	62.0%	2,733,895	3,921,996	325,858	57.3%	2,603,643	3,800,514	4.1%	5.0%	3.2%
JCL Brances and Central	363,459	66.5%	3,055,975	4,539,257	406,733	71.6%	3,239,560	4,737,647	-10.6%	-5.7%	-4.2%
JCL SYSTEM TOTAL	546,890	100.0%	4,423,434	6,550,919	568,420	100.0%	4,532,572	6,663,712	-3.8%	-2.4%	-1.7%

Average Circulation per Capita						
	2015	2014				
Current Month	1.3	1.3				
Year-to-Date	10.3	10.5				
Service Area Population	431,000	431,000				

# **County Librarian's Report**



# Education

This past September marked the 6th anniversary of Johnson County Library's awardwinning early literacy program. Over the years, 6 by 6: Ready to Read has impacted tens of thousands of young children and their caregivers, exposing them to the six skills needed by the age of 6 before learning to read. The Library began a 6-month celebration on April's Second Saturday and concluded with another full day of activities on the September edition of Second Saturday. Featured festivities included the unwrapping of brand new interactive stations like the one in Antioch Library pictured above.



# **Customer Service Standards Take Shape**

# Community

Work continues in developing customer service standards as part of the library strategic plan's Education portfolio. Two summits recently took place (pictured above) with staff drafting and focusing statements that describe the ideal patron experience. The project's committee will soon present its work to library leadership before officially unveiling the framework internally. The final standards will guide staff members' day-to-day interactions with patrons and help fulfill Johnson County Library's promise to the public.

# LOGAN LOGAN & WATSON, L.C.

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FRED J. LOGAN, JR. SCOTT K. LOGAN M. BRADLEY WATSON JEFF K. BROWN CHRISTOPHER H. LOGAN DAVID M. TYRRELL ALL ATTORNEYS ADMITTED IN KANSAS AND MISSOURI

#### **MEMORANDUM**

To: Members of the Library Board, Sean Casserley

From: Fred Logan

Re: Amendment of bond documents to reflect new approach on the Monticello Library

Date: October 1, 2015

You will recall that at the August board meeting, you discussed the fact that given the Commission's approval of a mill levy increase, construction of the full Monticello branch facility could proceed. The board's initial approval had been for construction of a small interim facility. One of you inquired as to whether a resolution should be immediately adopted by the Board rescinding its previous action. I advised that the board should wait for amended bond documents before taking action. I advised you at your September meeting that I had conferred with bond counsel and county officials and that amended bond documents would be ready for your October meeting. Those documents are attached to this memorandum.

During Board Counsel Report, I will explain these documents to you. I will ask you to approve the first three sets of documents following this Memorandum: (1) A library board resolution authorizing the issuance of bonds for construction of a Monticello branch facility; (2) a First Supplemental Base Lease between the library board and the Public Building Commission that amends the previous Base Lease to reflect the construction of a full branch facility: and (3) a First Supplemental Sublease between the library board and Johnson County, Kansas that amends the previous Sublease to reflect construction of a branch facility.

The other sets of documents are to be approved by either the Public Building Commission or the county or both. I will briefly describe these documents to you at your meeting next week, in much the same manner I did when the board adopted the original bond documents.

If you have questions, please do not hesitate to call me. I look forward to presenting these documents to you at your meeting on October 8.

#### RESOLUTION NO. 2015-\_\_\_

RESOLUTION AUTHORIZING THE DESIGN, CONSTRUCTING, A FURNISHING AND EQUIPPING OF A BUILDING FOR USE AS THE MONTICELLO LIBRARY; **APPROVING** THE PUBLIC **BUILDING** COMMISSION OF JOHNSON COUNTY, KANSAS' USE OF A PORTION OF ITS LEASE PURCHASE REVENUE BONDS (LIBRARY PROJECTS), SERIES 2014B TO PAY A PORTION OF THE COSTS OF SUCH IMPROVEMENTS; AUTHORIZING THE EXECUTION AND DELIVERY OF **CERTAIN** DOCUMENTS AND THE TAKING OF CERTAIN OTHER ACTIONS IN **CONNECTION THEREWITH.** 

WHEREAS, the Board of Directors of the Johnson County Library (the "Library Board") is a body corporate and politic organized and validly existing under the laws of the State of Kansas, including specifically K.S.A. 12-1218 *et seq.*; and

WHEREAS, pursuant to the authority of K.S.A. 12-1757 *et seq.* (the "Act"), the Public Building Commission of Johnson County, Kansas (the "PBC") has been created by action duly taken by the Board of County Commissioners of Johnson County, Kansas (the "County") and has the power and authority to issue revenue bonds to provide funds for the purpose of acquiring, erecting, equipping, repairing, maintaining and operating buildings and other facilities; and

WHEREAS, pursuant to the Act, the PBC has issued its Lease Purchase Revenue Bonds (Library Projects), Series 2014B (the "Series 2014B Bonds") for the purpose of (a) constructing, expanding, reconstructing, furnishing and equipping an expansion to the Central Resource Library (the "Central Resource Improvements") located in the County and owned by the Library Board and (b) constructing, furnishing and equipping an approximately 288 square foot building for use as the initial phase of the Monticello Library (the "Monticello Improvements," together with the Central Resource Improvements, the "Improvements") on land located in the County and owned by the Library Board; and

WHEREAS, neither the PBC, the County, nor the Library Board have started construction of any of the Monticello Improvements; and

WHEREAS, in lieu of undertaking the Monticello Improvements, the Library Board desires to move forward with plans for design, construction, equipping and furnishing a new library building to be located at 6518 Vista Drive, to be known as the Monticello Library (the "Monticello Library"); and

WHEREAS, the Library Board hereby requests that the PBC and the County permit the use of a portion of the proceeds of the Series 2014B Bonds to be used for completing the Monticello Library project instead of the Monticello Improvements previously contemplated; and

WHEREAS, the Series 2014B Bonds were issued under a Trust Indenture (the "Indenture") between the PBC and Security Bank of Kansas City, as trustee (the "Trustee"); and

WHEREAS, in connection with issuance of the Series 2014B Bonds:

(a) the Library Board and the PBC entered into a Base Lease (the "Base Lease"), whereby the Library Board leased the real estate upon which the Improvements will be located and the existing improvements thereon (collectively, the "Land"), together with the Improvements, to the PBC;

- (b) the PBC and the County entered into a Lease (the "Lease") to provide for the construction, furnishing and equipping of the Improvements and the leasing of the Land and the Improvements (collectively, the "Facility") by the PBC to the County; and
- (c) the Library Board and the County entered into a Sublease (the "Sublease"), whereby the County subleased the Facility to the Library Board; and

WHEREAS, the Library Board deems it necessary and desirable that certain documents executed and delivered by the PBC, County and the Library Board in connection with the Series 2014B Bonds be amended and supplemented to accommodate the use of a portion of the proceeds of the Series 2014B Bonds to be used for completing the Monticello Library project instead of the Monticello Improvements previously contemplated; and that the Library Board enter into such amending and supplementing documents and take certain other actions as provided herein.

# NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE JOHNSON COUNTY LIBRARY:

Section 1. Authorization of Improvements. The Library Board hereby authorizes and approves the constructing, furnishing and equipping of the Monticello Library improvements, which are hereby deemed and declared to be necessary, convenient and in furtherance of the governmental purposes of the Library Board.

Section 2. Authorization of Documents. The Library Board is hereby authorized to enter into the following documents (the "Library Board Documents"), in substantially the forms presented to and reviewed by the Library Board at this meeting (copies of which documents shall be filed in the records of the Library Board), with such changes therein as shall be approved by the officials executing such documents, such officials' signatures thereon being conclusive evidence of their approval and the Library Board's approval thereof:

(a) First Supplemental Sublease.

Section 3. Execution of Documents. The Chair is hereby authorized and directed to execute and deliver the Library Board Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution for and on behalf of and as the act and deed of the Library Board. The Secretary is hereby authorized and directed to attest, by manual or facsimile signature, to the Library Board Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 4. Approval of First Supplemental Indenture. The Library Board hereby approves the First Supplemental Indenture, in substantially the form presented to and reviewed by the Library Board at this meeting (copies of which documents shall be filed in the records of the Library Board), with such changes therein as shall be approved by the officials executing the Library Board Documents, such officials' signatures on the Library Board Documents being conclusive evidence of their approval and the Library Board's approval of such changes to the First Supplemental Indenture.

Section 5. Further Authority. The Library Board shall, and the officials, agents and employees of the Library Board are hereby authorized and directed to, take such further action, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the Library Board with respect to the Series 2014B Bonds and the Library Board Documents.

**Section 6.** Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the Library Board.

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ADOPTED by the Board of Directors of the Johnson County Library on October 8, 2015.

(SEAL)

ATTEST:

Neil Shortlidge, Chair

Amy Amos Ruo, Secretary

Resolution of Library Board Series 2014B Supplements

## EXCERPT OF MINUTES OF A MEETING OF THE BOARD OF DIRECTORS OF THE JOHNSON COUNTY LIBRARY HELD ON OCTOBER 8, 2015

The Board of Directors of the Johnson County Library met in [regular][special] session at \_\_\_\_\_\_at \_\_\_\_\_.m.

The Chair presided and the following members of the Board were present:

The following members were absent:

The Chair declared that a quorum was present and called the meeting to order.

\* \* \* \* \* \* \* \* \* \* \* \* \* \* \*

(Other proceedings)

Thereupon, there was presented a Resolution entitled:

RESOLUTION AUTHORIZING A THE DESIGN, CONSTRUCTING, FURNISHING AND EQUIPPING OF A BUILDING FOR USE AS THE **MONTICELLO** LIBRARY; APPROVING **PUBLIC** THE BUILDING COMMISSION OF JOHNSON COUNTY, KANSAS' USE OF ITS LEASE PURCHASE REVENUE BONDS (LIBRARY PROJECTS), SERIES 2014B TO PAY THE COSTS OF SUCH IMPROVEMENTS; AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS AND THE TAKING OF CERTAIN **OTHER ACTIONS IN CONNECTION THEREWITH.** 

The Resolution was considered and discussed; and on motion of \_\_\_\_\_\_, seconded by \_\_\_\_\_\_, the Resolution was adopted by the following roll call vote:

Aye: \_\_\_\_\_.

Nay: \_\_\_\_\_.

Thereupon, a majority of the members of the Library Board having voted in favor of the adoption of the Resolution, it was given No.\_\_\_\_\_\_ and was signed by the Chair and attested by the Secretary.

\* \* \* \* \* \* \* \* \* \* \* \* \*

(Other Proceedings)

\* \* \* \* \* \* \* \* \* \* \* \* \*

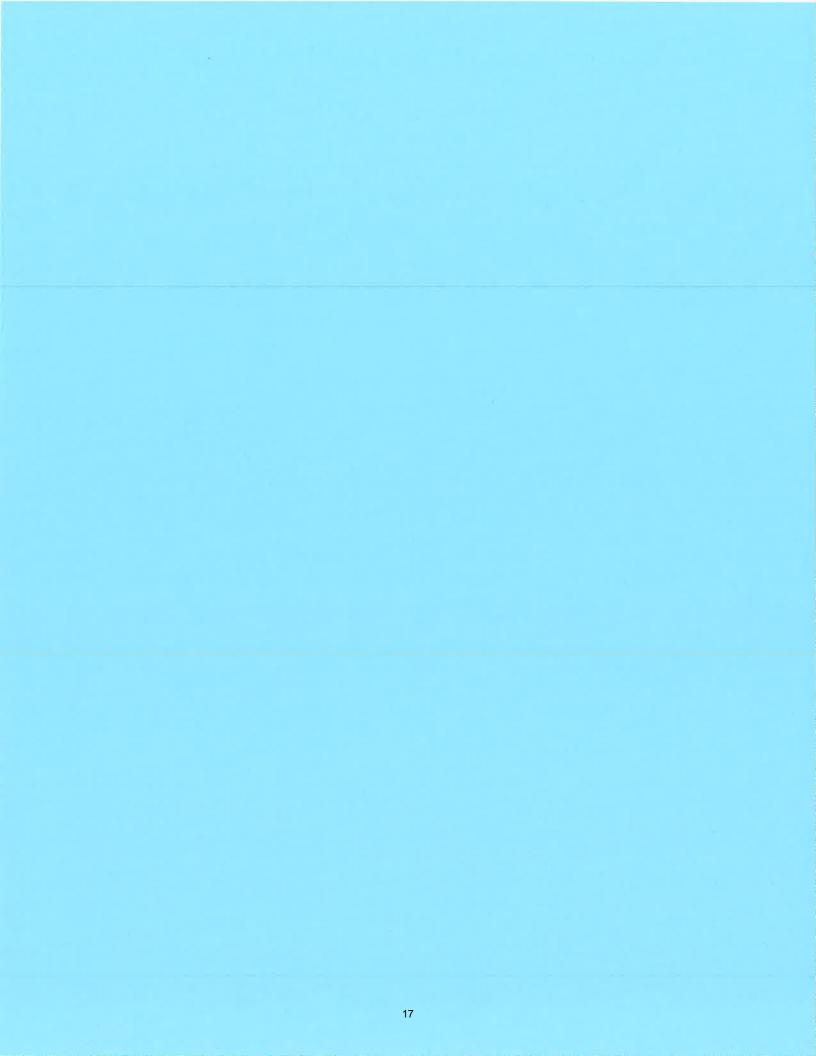
#### CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the Board of Directors of the Johnson County Library, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Amy Amos Ruo, Secretary

Excerpt of Minutes of Resolution of Library Board Series 2014B Supplement



# FIRST SUPPLEMENTAL BASE LEASE

Dated as of December 1, 2015

Grantor:	<b>Board of Directors of the Johnson County Library</b> P.O. Box 2933 Shawnee Mission, Kansas 66201-1333 Attn: County Librarian
Grantee:	Public Building Commission of Johnson County, Kansas Johnson County Administration Building 111 South Cherry, Suite 2300 Olathe, Kansas 66061-3441 Attention: Finance Officer
Real Property Legal Description:	See attached Schedule 1

#### FIRST SUPPLEMENTAL BASE LEASE

THIS FIRST SUPPLEMENTAL BASE LEASE (the "First Supplemental Base Lease") dated as of December 1, 2015, is entered into between the Board of Directors of the Johnson County Library (the "Library Board"), a body corporate and politic duly created under the laws of the state of Kansas, as lessor, and the Public Building Commission of Johnson County, Kansas, a municipal corporation of the State of Kansas, as lessee (the "PBC"), amending and supplementing that certain Base Lease dated as of November 1, 2014 (the "Original Base Lease") between the Library Board as lessor and the PBC as lessee.

#### RECITALS

**1.** Pursuant to the authority of K.S.A. 12-1757, *et seq.* (the "Act"), the PBC is authorized to acquire land and other facilities by lease in order construct, equip, repair, maintain and operate buildings and other facilities, and to issue leasehold revenue bonds to pay the costs thereof.

2. Pursuant to the Original Base Lease, the Library Board as fee owner of the real estate legally described in *Schedule 1* hereto (together with the existing improvements thereon, the "Land"), previously leased the Land to the PBC and authorized the PBC to (a) construct, expand, reconstruct, furnish and equip an expansion to the Central Resource Library (the "Central Resource Improvements") located in Johnson County, Kansas (the "County") and (b) construct, furnish and equip an approximately 288 square foot building for use as the initial phase of the Monticello Library (the "Monticello Improvements, together with the Central Resource Improvements, the "Improvements"), on the Land.

**3.** In lieu of undertaking the Monticello Improvements, the Library Board has requested that the PBC move forward with plans for design, construction, equipping and furnishing a new library building to be located at 6518 Vista Drive, to be known as the Monticello Library (the "Monticello Library").

4. The Library Board and the PBC wish to amend and supplement the Original Base Lease to expand the scope of "Improvements" subject to the Base Lease.

#### AGREEMENT

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements herein set forth, the Library Board and the PBC do hereby covenant and agree as follows:

**SECTION 1.** Improvements Subject to this Base Lease. The term "Improvements," as used in this Base Lease, shall mean (i) any existing improvements on the Land, (ii) the Central Resource Improvements, (iii) the Monticello Library improvements and (iv) any other improvements on the Land as may be authorized by a resolution of the Library Board and paid for with proceeds of leasehold revenue bonds issued by the PBC from time to time.

**SECTION 2.** Effect of this First Supplemental Base Lease. The provisions of the Original Base Lease are hereby ratified and confirmed, and the respective rights, duties and obligations under the Base Lease of the Library Board and the PBC shall hereafter be determined, exercised and enforced under the Base Lease subject in all respects to this amendment and all of the terms and conditions of this First Supplemental Base Lease shall be deemed to be part of the terms and conditions of the Base Lease for any and all purposes. This First Supplemental Base Lease shall be construed as having been authorized under the provisions of Section 9 of the Original Base Lease.

**SECTION 3.** Execution in Counterparts. Separate counterparts of this First Supplemental Base Lease may be executed by the PBC and the Library Board with the same force and effect as though the same counterpart had been executed by both the PBC and the Library Board.

**SECTION 4.** Electronic Transactions. This Base Lease and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

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**IN WITNESS WHEREOF**, the PBC and the Library Board have caused this First Supplemental Base Lease to be executed by their respective authorized officials and officers, all as of the day and year first above written.

## BOARD OF DIRECTORS OF THE JOHNSON COUNTY LIBRARY

Neil Shortlidge, Chair

ATTEST:

Amy Amos Ruo, Secretary

#### ACKNOWLEDGMENT

STATE OF KANSAS ) ) SS. COUNTY OF JOHNSON )

This instrument was acknowledged before me on December \_\_\_\_\_, 2015, by Neil Shortlidge, Chair of the Board of Directors of the Johnson County Library.

(SEAL)

My Commission Expires:

Notary Public

Johnson County PBC Library First Supplemental Base Lease

# PUBLIC BUILDING COMMISSION OF JOHNSON COUNTY, KANSAS

(SEAL)

ATTEST:

Ed Eilert, Chair

Ronald L. Shaffer, Secretary

#### ACKNOWLEDGMENT

STATE OF KANSAS ) ) SS. COUNTY OF JOHNSON )

This instrument was acknowledged before me on December \_\_\_\_\_, 2015, by Ed Eilert, Chair of the Public Building Commission of Johnson County, Kansas, a municipal corporation organized under the laws of the State of Kansas.

(Seal)

My Commission Expires:

Notary Public

Johnson County PBC Library First Supplemental Base Lease

#### **SCHEDULE 1**

#### **PROPERTY DESCRIPTION**

#### **TRACT 1** [Monticello Library]:

Parcel A:

Lot 27 MONTICELLO CENTER FOURTH PLAT, a subdivision in the City of Shawnee, Johnson County, Kansas.

#### Parcel B:

A tract of land in Lot 23, MONTICELLO CENTER THIRD PLAT, a subdivision in the City of Shawnee, Johnson County, Kansas, and being more particularly described as follows:

Note: For course orientation, the bearings in this description are based on Grid North, Kansas State Plane Coordinate System, North Zone by GPS observations. For comparison the East line of said Lot 23 is platted as South 12°05'56" West and measured as South 10°00'15" West.

Commencing at the Northeast corner of Lot 23 of said subdivision, said corner being monumented by a found one-half inch reinforcing bar with MOLC 366 KSLS 1374 cap; thence South 10° 00' 15" West 538.43 feet on the East line of said Lot 23 to the Southeast corner of said Lot and a found one half inch reinforcing bar set in concrete; thence North 01° 47' 03" East 526.97 feet to the North line of said lot, also the South right of way line of 66th Street, as now established; thence North 88° 09' 43" East 110.00 feet on said North line and right of way line to the Point of Beginning, containing 28,983 square feet or 0.67 acres.

Parcel C:

A non-exclusive easement to use roadways as a joint and common roadway for the purpose of ingress and egress of persons and vehicles established by Reciprocal Easement and Maintenance Agreement recorded November 2, 2010, as Document No. 20101102-0001125 in Book 201011, Page 001125 over the land described therein.

Parcel D:

A non-exclusive easement for access, ingress and egress established by Declaration of Covenants and Restrictions recorded as Document No. 20040609-0005094 in Book 200406, Page 005094 and amended by Second Supplemental Agreement recorded as Document No. 20060330- 0010280 in Book 200603, Page 010280, over the property described therein.

#### TRACT 2 [Central Resource Library]:

#### TRACT I:

The West 20 feet of Lot 32, and Lots 33, 34, 35, 52, 53, 54 and the West 20 feet of Lot 55, the West 20 feet of Lot 64, and Lots 65, 66 and 67, except those parts thereof dedicated for Farley Avenue and condemned or dedicated for 87th Street/Santa Fe Drive (also known as K-58 Highway), LOTS 28 TO 119, BREYFOGLE, a subdivision in the city of Overland Park, Johnson County, Kansas, according to the recorded plat thereof, together with those parts of vacated 88th Street lying adjacent thereto.

#### TRACT II:

Non-Exclusive appurtenant easements for ingress and egress over and benefitting the property described hereinabove as Tract I, across the following described parcels of land:

#### Tract A:

A tract of land 15 feet in width across a portion of the vacated right-of-way of 88th Street adjacent to the Northern line of Lot 61 thereto, all in LOTS 28 TO 119, BREYFOGLE, a subdivision of land now in the City of Overland Park, Johnson County, Kansas, lying 15 feet to the South side of the following described line: Beginning at a point on the centerline of vacated 88th Street, at its intersection with the centerline of unvacated 88th Street and at its intersection with the Southerly prolongation of the East line of Lot 58; thence South 87 degrees 20 minutes 36 seconds West along the centerline of said vacated 88th Street to its intersection with the Northerly prolongation of the West line of Lot 61.

#### Tract B:

A tract of land 20 feet in width across a part of Lots 52, 53, 54 and 55, and a portion of the vacated rights-of-way adjacent thereto, if any, all in LOTS 28 TO 119, BREYFOGLE, a subdivision of land now in the City of Overland Park, Johnson County, Kansas, lying 10 feet on each side of the following described centerline: Commencing at a point on the centerline of vacated 88th Street, at its intersection with the Southerly prolongation of the East line of said Lot 58; thence South 87 degrees 20 minutes 36 seconds West, along the centerline of said vacated 88th Street, a distance of 180.70 feet; thence North 2 degrees 39 minutes 24 seconds West, a distance of 426.56 feet; thence South 2 degrees 39 minutes 24 seconds East, a distance of 5.35 feet; thence South 87 degrees 20 minutes 36 seconds West, a distance of 5.35 feet; thence South 87 degrees 20 minutes 36 seconds East, a distance of 5.35 feet; thence South 87 degrees 20 minutes 36 seconds East, a distance of 5.35 feet; thence South 87 degrees 20 minutes 36 seconds East, a distance of 5.35 feet; thence South 87 degrees 20 minutes 36 seconds West, a distance of 5.35 feet; thence South 87 degrees 20 minutes 36 seconds West, a distance of 5.35 feet; thence South 87 degrees 20 minutes 36 seconds East, a distance of 5.35 feet; thence South 87 degrees 20 minutes 36 seconds West, a distance of 5.35 feet; thence South 87 degrees 20 minutes 36 seconds West, a distance of 5.35 feet; thence South 87 degrees 20 minutes 36 seconds West, a distance of 5.35 feet; thence South 87 degrees 20 minutes 36 seconds West, a distance of 5.35 feet; thence of 5.36 feet, to a point on the centerline of Farley, as now established and 352.37 feet South of the centerline of said 87th Street, as now measured along the centerline of said Farley, all subject to that part thereof dedicated for street purposes.

#### Tract B-1:

Also, a tract of land 28 feet in width across a part of Lots 32, 33, 54 and 55, and a portion of the vacated rights-of-way adjacent thereto, if any, all in LOTS 28 TO 119, BREYFOGLE, a subdivision of land now in the city of Overland Park, Johnson County, Kansas lying 28 feet to the West side of the following described line: Commencing at a point on the centerline of vacated 88th Street, at its intersection with the Southerly prolongation of the East line of said Lot 58; thence South 87 degrees 20 minutes 36 seconds West, along the centerline of said vacated 88th Street, a distance of 180.70 feet; thence North 2 degrees 39 minutes 24 seconds West, a distance of 152.98 feet; thence South 87 degrees 20 minutes 24 seconds West, a distance of 5.35 feet; thence South 87 degrees 39 minutes 24 seconds West, a distance of 352.35 feet, to a degrees 20 minutes 36 seconds West, a distance of 5.35 feet; thence South 87 degrees 39 minutes 24 seconds West, a distance of 352.35 feet, to a point on the centerline of said 87th Street and 805 feet West of the centerline of said Grant Avenue, as measured along the centerline of said 87th street, all subject to that part thereof dedicated for street purposes.

#### Tract C:

A tract of land 30 feet in width across a part of Lots 30, 62, 58, 57, 56 and 55, and a portion of the vacated rights-of-way adjacent thereto, all in LOTS 28 TO 119, BREYFOGLE, a subdivision of land now in the City of Overland Park, Johnson County, Kansas, lying 15 feet on each side of the following described centerline: Beginning at a point on the centerline of vacated 88th Street, at its intersection with the centerline of unvacated 88th Street, and at its intersection with the Southerly prolongation of the East line of said Lot 58; thence South 87 degrees 20 minutes 36 seconds West, along the centerline of said vacated 88th Street, a distance of 180.70 feet; thence North 2

degrees 39 minutes 24 seconds West, a distance of 152.98 feet, to point "A", and the True Point of Beginning; thence south 87 degrees 20 minutes 36 seconds West, a distance of 426.56 feet; thence South 2 degrees 39 minutes 24 seconds East, a distance of 5.35 feet; thence South 87 degrees 20 minutes 36 seconds West, a distance of 28 feet, to point "B".

#### Tract C-1:

A tract of land 28 feet in width, across a part of Lots 55 and 32, of said LOTS 28 TO 119, BREYFOGLE, lying 28 feet to the East side of the following described line: Beginning at said point "B", as described in Tract "C" hereof; thence North 2 degrees 39 minutes 24 seconds West, a distance of 352.35 feet, to a point on the centerline of said 87th Street and 805 feet West of the centerline of said Grant Avenue, as measured along the centerline of said 87th Street.

#### Tract C-2:

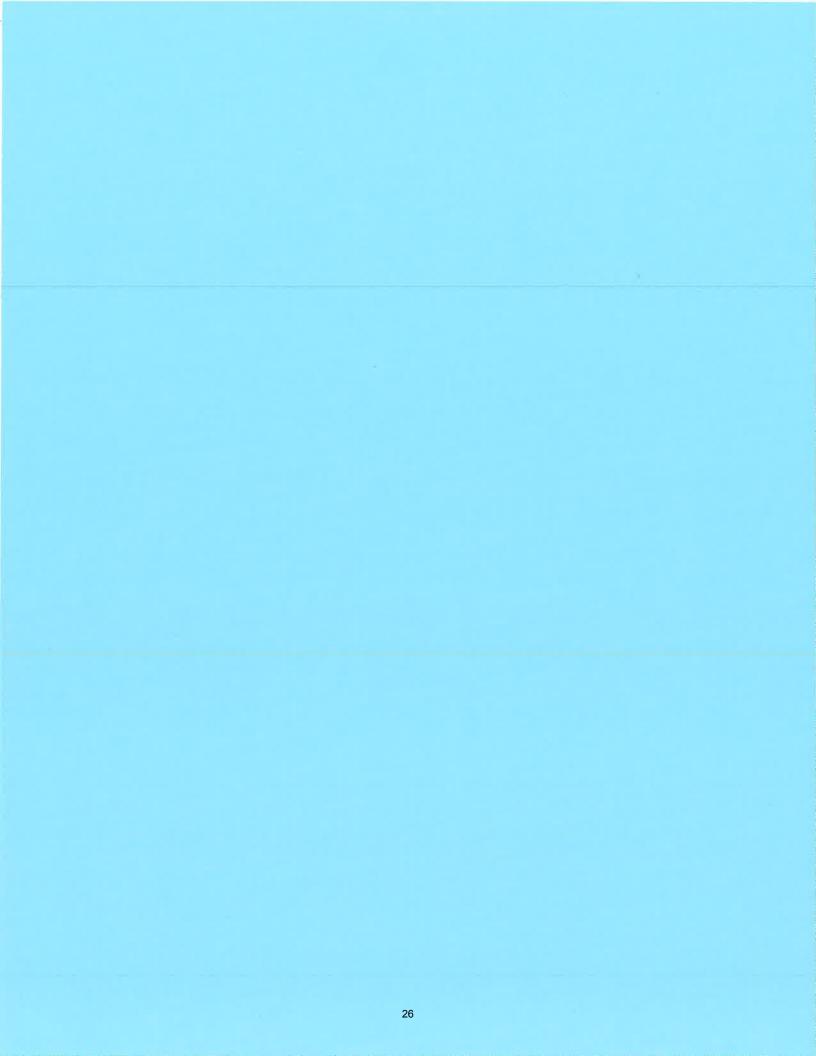
A tract of land 30 feet in width, across a part of Lots 30 and 57, LOTS 28 TO 119, BREYFOGLE, a subdivision of land now in the City of Overland Park, Johnson County, Kansas, lying 15 feet on each side of the following described centerline: Commencing at a point on the centerline of vacated 88th Street at its intersection with the Southerly prolongation of the East line of Lot 58 of said LOTS 28 TO 119 BREYFOGLE; thence South 87 degrees 20 minutes 36 seconds West, along the centerline of said vacated 88th Street, a distance of 180.70 feet; thence North 2 degrees 39 minutes 24 seconds West, a distance of 224.71 feet, to a point of curvature; thence Northerly and Northwesterly, along a curve to the left, having a radius of 100 feet and a central angle of 30 degrees 50 minutes 06 seconds, a distance of 53.82 feet, to a point of reverse curvature; thence Northwesterly and Northerly, along a curve to the right, having a radius of 161 feet, a central angle of 31 degrees 22 minutes 41 seconds, and whose initial tangent bearing is North 33 degrees 29 minutes 30 seconds West, a distance of 88.17 feet, to a point of tangency, said point also being 56 feet West of the East line of said Lot 30; thence North 2 degrees 06 minutes 49 seconds West, along a line 56 feet West of and parallel to the East line of said Lot 30, a distance of 40 feet, to point "A"... AND ALSO ... A tract of land 36 feet in width, across a part of said Lot 30, lying 18 feet on each side of the following described centerline: Commencing at said point "A"; thence North 87 degrees 53 minutes 11 seconds East, a distance of 3 feet, to the TRUE POINT OF BEGINNING of subject tract; thence North 2 degrees 06 minutes 49 seconds West, a distance of 100 feet, to a point on the centerline of 87th Street, as now established, and 383 feet West of the centerline of Grant Avenue, as now established, as measured along the centerline of said 87th Street, all subject to that part thereof dedicated for street purposes; EXCEPT for the tract of land lying 15 feet to the South side of a line described as beginning at a point on the centerline of vacated 88th Street, at its intersection with the centerline of unvacated 88th Street and at its intersection with the southerly prolongation of the East line of Lot 58; thence South 87 degrees 20 minutes 36 seconds West, along the centerline of said vacated 88th Street to its intersection with the Northerly prolongation of the West line of Lot 61.

#### Tract D:

The North half of the vacated 88th Street right-of-way; Beginning on the West edge of the Grant Avenue right-of-way and extending a distance of 140 feet to the West; located in Section 36, Township 12, Range 24, in Overland Park, Johnson County, Kansas.

#### Tract D-1:

The South half of the vacated 88th Street right-of-way; Beginning on the West edge of the Grant Avenue right-of-way and extending a distance of 140 feet to the West; located in Section 36, Township 12, Range 24, in Overland Park, Johnson County, Kansas.



# FIRST SUPPLEMENTAL SUBLEASE

# BY AND BETWEEN

# JOHNSON COUNTY, KANSAS

AND

BOARD OF DIRECTORS OF THE JOHNSON COUNTY LIBRARY

# DATED AS OF DECEMBER 1, 2015

#### FIRST SUPPLEMENTAL SUBLEASE

THIS FIRST SUPPLEMENTAL SUBLEASE is made and entered into as of December 1, 2015, by and between Johnson County, Kansas, a political subdivision organized under the laws of the State of Kansas (the "County") and the Board of Directors of the Johnson County Library, a body corporate and politic organized and existing under the laws of the State of Kansas (the "Library Board"), amending and supplementing that certain Sublease dated as of November 1, 2014 (the "Original Sublease") between the County as lessor and the Library Board as lessee.

#### RECITALS

1. Pursuant to the Original Sublease, the County agreed to sublease to the Library Board the real estate legally described in *Schedule 1* hereto (together with the existing improvements thereon, the "Land"), on which the Library Board desired to (a) construct, expand, reconstruct, furnish and equip an expansion to the Central Resource Library (the "Central Resource Improvements") and (b) construct, furnish and equip an approximately 288 square foot building for use as the initial phase of the Monticello Library (the "Monticello Improvements").

2. The Public Building Commission of Johnson County, Kansas (the "PBC") issued its Lease Purchase Revenue Bonds (Library Projects), Series 2014B, in the aggregate principal amount of \$4,000,000 (the "Series 2014B Bonds"), under and pursuant to and subject to the provisions of K.S.A. 12-1757 *et seq.*, as amended (the "Act") and a Trust Indenture dated as of November 1, 2014 (the "Indenture") between the PBC and Security Bank of Kansas City, as trustee (the "Trustee"), for the purpose of financing the costs of the Central Resource Improvements and the Monticello Improvements.

3. In lieu of undertaking the Monticello Improvements, the Library Board has requested that the PBC move forward with plans for design, construction, equipping and furnishing a new library building to be located at 6518 Vista Drive, to be known as the Monticello Library (the "Monticello Library").

4. In order to accommodate the Library Board's request, the County and the Library Board wish to amend and supplement the Original Sublease to expand the scope of "Improvements" subject to the Sublease.

#### AGREEMENT

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements herein set forth, the County and the Library Board do hereby covenant and agree as follows:

#### **ARTICLE I**

#### Section 1.1 Amended and Supplemental Definitions.

(a) Capitalized terms not otherwise defined in this First Supplemental Sublease shall have the meanings set forth in the Original Sublease and the Indenture.

(b) The definitions of the following words and terms set forth in **Section 1.1** of the Original Sublease are hereby amended to read as follows:

**"Base Lease"** means the Base Lease dated as of the November 1, 2014 between the Library Board, as lessor, and the PBC, as lessee, as amended from time to time according to the terms thereof.

**"Improvements"** means, collectively, (a) the construction, expansion, reconstruction, furnishing and equipping of an expansion to the Central Resource Library located in the County and (b) design, construction, equipping and furnishing a new library building to be located at 6518 Vista Drive, to be known as the Monticello Neighborhood Library; each of which is funded from the proceeds of the Series 2014B Bonds and any Additional Bonds authorized and issued under the Indenture.

"Sublease" means the Sublease dated as of the November 1, 2014 between the County, as lessor, and the Library Board, as lessee, as amended from time to time according to the terms thereof.

(c) The following defined words and terms are hereby added to **Section 1.1** of the Original Sublease:

**"First Supplemental Base Lease"** means the First Supplemental Base Lease dated as of the December 1, 2015 between the Library Board, as lessor, and the PBC, as lessee, as amended from time to time according to the terms of the Base Lease.

**"First Supplemental Indenture"** means the First Supplemental Trust Indenture dated as of December 1, 2015 between the PBC and the Trustee, as amended from time to time according to the terms of the Indenture.

**"First Supplemental Lease"** means the First Supplemental Lease dated as of the December 1, 2015 between the PBC, as lessor, and the County, as lessee, as amended from time to time according to the terms of the Lease.

**"First Supplemental Sublease"** means this First Supplemental Sublease dated as of the December 1, 2015 between the County, as lessor, and the Library Board, as lessee, as amended from time to time according to the terms of the Sublease.

#### ARTICLE II

Section 2.1 Effect of this First Supplemental Sublease. The provisions of the Original Sublease are hereby ratified and confirmed, and the respective rights, duties and obligations under the Sublease of the PBC and the County shall hereafter be determined, exercised and enforced under the Sublease subject in all respects to this amendment and all of the terms and conditions of this First Supplemental Sublease shall be deemed to be part of the terms and conditions of the Sublease for any and all purposes. This First Supplemental Sublease shall be construed as having been authorized under the provisions of Section 25.1(c) of the Original Sublease.

Section 2.2 Execution of Counterparts. This Sublease may be executed simultaneously in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

**Section 2.3** Electronic Transactions. This Sublease and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the parties hereto have caused this First Supplemental Sublease to be signed and delivered by duly authorized officials as of the day and year first above written.

#### JOHNSON COUNTY, KANSAS

(SEAL)

ATTEST:

Ed Eilert, Chair

Linda W. Barnes, Clerk of the Board

#### ACKNOWLEDGMENT

STATE OF KANSAS ) ) SS. COUNTY OF JOHNSON )

This instrument was acknowledged before me on December \_\_\_\_\_, 2015, by Ed Eilert, Chair of Johnson County, Kansas, a political subdivision duly organized and existing under the constitution and laws of the state of Kansas.

(SEAL)

My Commission Expires:

Notary Public

Johnson County PBC 2014B First Supplemental Sublease

# BOARD OF DIRECTORS OF THE JOHNSON COUNTY LIBRARY

(SEAL)

ATTEST:

Neil Shortlidge, Chair

Amy Amos Ruo, Secretary

#### ACKNOWLEDGMENT

STATE OF KANSAS ) ) SS, COUNTY OF JOHNSON )

This instrument was acknowledged before me on December \_\_\_\_\_, 2015, by Neil Shortlidge, Chair of the Board of Directors of the Johnson County Library, a body politic and corporate organized under the laws of the State of Kansas.

(Seal)

My Commission Expires:

Notary Public

#### **SCHEDULE 1**

## **PROPERTY DESCRIPTION**

# TRACT 1 [Monticello Library]:

Parcel A:

Lot 27 MONTICELLO CENTER FOURTH PLAT, a subdivision in the City of Shawnee, Johnson County, Kansas.

## Parcel B:

A tract of land in Lot 23, MONTICELLO CENTER THIRD PLAT, a subdivision in the City of Shawnee, Johnson County, Kansas, and being more particularly described as follows:

Note: For course orientation, the bearings in this description are based on Grid North, Kansas State Plane Coordinate System, North Zone by GPS observations. For comparison the East line of said Lot 23 is platted as South 12°05'56" West and measured as South 10°00'15" West.

Commencing at the Northeast corner of Lot 23 of said subdivision, said corner being monumented by a found one-half inch reinforcing bar with MOLC 366 KSLS 1374 cap; thence South 10° 00' 15" West 538.43 feet on the East line of said Lot 23 to the Southeast corner of said Lot and a found one half inch reinforcing bar set in concrete; thence North 01° 47' 03" East 526.97 feet to the North line of said lot, also the South right of way line of 66th Street, as now established; thence North 88° 09' 43" East 110.00 feet on said North line and right of way line to the Point of Beginning, containing 28,983 square feet or 0.67 acres.

Parcel C:

A non-exclusive easement to use roadways as a joint and common roadway for the purpose of ingress and egress of persons and vehicles established by Reciprocal Easement and Maintenance Agreement recorded November 2, 2010, as Document No. 20101102-0001125 in Book 201011, Page 001125 over the land described therein.

Parcel D:

A non-exclusive easement for access, ingress and egress established by Declaration of Covenants and Restrictions recorded as Document No. 20040609-0005094 in Book 200406, Page 005094 and amended by Second Supplemental Agreement recorded as Document No. 20060330- 0010280 in Book 200603, Page 010280, over the property described therein.

# TRACT 2 [Central Resource Library]:

#### TRACT I:

The West 20 feet of Lot 32, and Lots 33, 34, 35, 52, 53, 54 and the West 20 feet of Lot 55, the West 20 feet of Lot 64, and Lots 65, 66 and 67, except those parts thereof dedicated for Farley Avenue and condemned or dedicated for 87th Street/Santa Fe Drive (also known as K-58 Highway), LOTS 28 TO 119, BREYFOGLE, a subdivision in the city of Overland Park, Johnson County, Kansas, according to the recorded plat thereof, together with those parts of vacated 88th Street lying adjacent thereto.

# TRACT II:

Non-Exclusive appurtenant easements for ingress and egress over and benefitting the property described hereinabove as Tract I, across the following described parcels of land:

#### Tract A:

A tract of land 15 feet in width across a portion of the vacated right-of-way of 88th Street adjacent to the Northern line of Lot 61 thereto, all in LOTS 28 TO 119, BREYFOGLE, a subdivision of land now in the City of Overland Park, Johnson County, Kansas, lying 15 feet to the South side of the following described line: Beginning at a point on the centerline of vacated 88th Street, at its intersection with the centerline of unvacated 88th Street and at its intersection with the Southerly prolongation of the East line of Lot 58; thence South 87 degrees 20 minutes 36 seconds West along the centerline of said vacated 88th Street to its intersection with the Northerly prolongation of the West line of Lot 61.

#### Tract B:

A tract of land 20 feet in width across a part of Lots 52, 53, 54 and 55, and a portion of the vacated rights-of-way adjacent thereto, if any, all in LOTS 28 TO 119, BREYFOGLE, a subdivision of land now in the City of Overland Park, Johnson County, Kansas, lying 10 feet on each side of the following described centerline: Commencing at a point on the centerline of vacated 88th Street, at its intersection with the Southerly prolongation of the East line of said Lot 58; thence South 87 degrees 20 minutes 36 seconds West, along the centerline of said vacated 88th Street, a distance of 180.70 feet; thence North 2 degrees 39 minutes 24 seconds West, a distance of 426.56 feet; thence South 2 degrees 39 minutes 24 seconds East, a distance of 5.35 feet; thence South 87 degrees 20 minutes 36 seconds West, a distance of 5.35 feet; thence South 87 degrees 20 minutes 36 seconds East, a distance of 5.35 feet; thence South 87 degrees 20 minutes 36 seconds East, a distance of 5.35 feet; thence South 87 degrees 20 minutes 36 seconds East, a distance of 5.35 feet; thence South 87 degrees 20 minutes 36 seconds West, a distance of 5.35 feet; thence South 87 degrees 20 minutes 36 seconds East, a distance of 5.35 feet; thence South 87 degrees 20 minutes 36 seconds West, a distance of 5.35 feet; thence South 87 degrees 20 minutes 36 seconds West, a distance of 5.35 feet; thence South 87 degrees 20 minutes 36 seconds West, a distance of 5.35 feet; thence South 87 degrees 20 minutes 36 seconds West, a distance of 5.35 feet; thence South 87 degrees 20 minutes 36 seconds West, a distance of 5.36 feet; to a point on the centerline of Farley, as now established and 352.37 feet South of the centerline of said 87th Street, as now measured along the centerline of said Farley, all subject to that part thereof dedicated for street purposes.

#### Tract B-1:

Also, a tract of land 28 feet in width across a part of Lots 32, 33, 54 and 55, and a portion of the vacated rights-of-way adjacent thereto, if any, all in LOTS 28 TO 119, BREYFOGLE, a subdivision of land now in the city of Overland Park, Johnson County, Kansas lying 28 feet to the West side of the following described line: Commencing at a point on the centerline of vacated 88th Street, at its intersection with the Southerly prolongation of the East line of said Lot 58; thence South 87 degrees 20 minutes 36 seconds West, along the centerline of said vacated 88th Street, a distance of 180.70 feet; thence North 2 degrees 39 minutes 24 seconds West, a distance of 152.98 feet; thence South 87 degrees 20 minutes 24 seconds West, a distance of 5.35 feet; thence South 87 degrees 39 minutes 24 seconds West, a distance of 352.35 feet, to a point on the centerline of said 87th Street and 805 feet West of the centerline of said Grant Avenue, as measured along the centerline of said 87th street, all subject to that part thereof dedicated for street purposes.

#### Tract C:

A tract of land 30 feet in width across a part of Lots 30, 62, 58, 57, 56 and 55, and a portion of the vacated rights-of-way adjacent thereto, all in LOTS 28 TO 119, BREYFOGLE, a subdivision of land now in the City of Overland Park, Johnson County, Kansas, lying 15 feet on each side of the following described centerline: Beginning at a point on the centerline of vacated 88th Street, at its intersection with the centerline of unvacated 88th Street, and at its intersection with the Southerly prolongation of the East line of said Lot 58; thence South 87 degrees 20 minutes 36 seconds West, along the centerline of said vacated 88th Street, a distance of 180.70 feet; thence North 2

degrees 39 minutes 24 seconds West, a distance of 152.98 feet, to point "A", and the True Point of Beginning; thence south 87 degrees 20 minutes 36 seconds West, a distance of 426.56 feet; thence South 2 degrees 39 minutes 24 seconds East, a distance of 5.35 feet; thence South 87 degrees 20 minutes 36 seconds West, a distance of 28 feet, to point "B".

#### Tract C-1:

A tract of land 28 feet in width, across a part of Lots 55 and 32, of said LOTS 28 TO 119, BREYFOGLE, lying 28 feet to the East side of the following described line: Beginning at said point "B", as described in Tract "C" hereof; thence North 2 degrees 39 minutes 24 seconds West, a distance of 352.35 feet, to a point on the centerline of said 87th Street and 805 feet West of the centerline of said Grant Avenue, as measured along the centerline of said 87th Street.

#### Tract C-2:

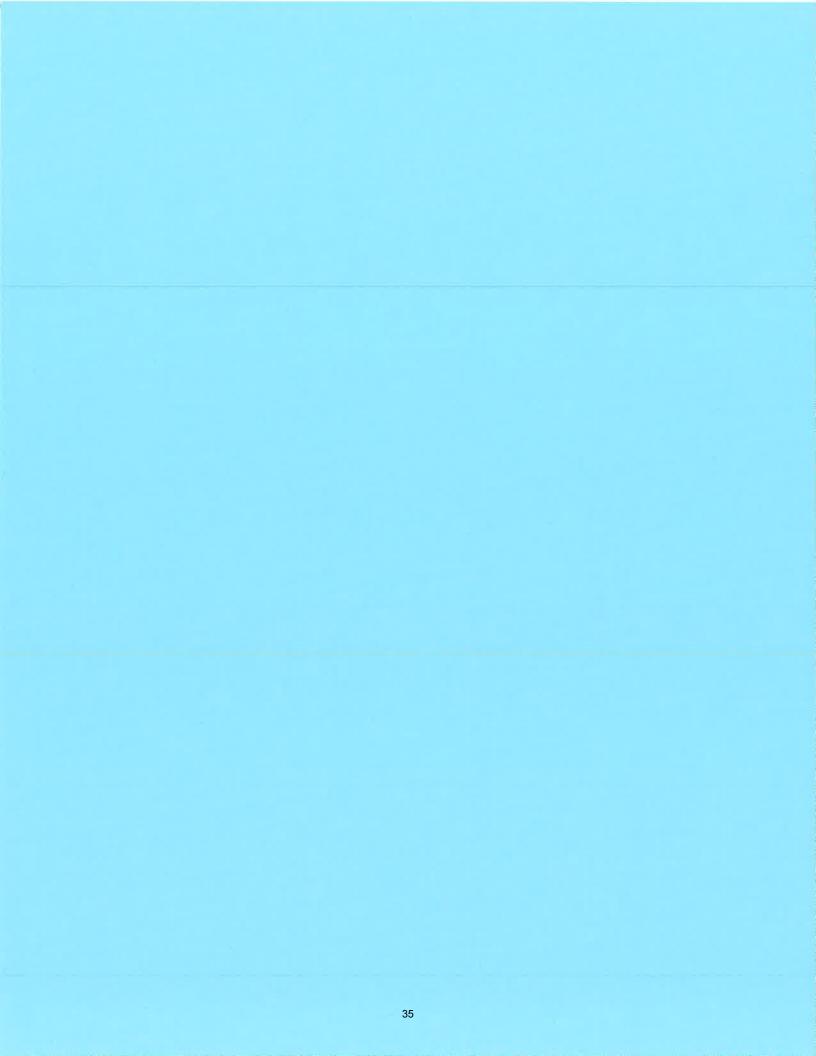
A tract of land 30 feet in width, across a part of Lots 30 and 57, LOTS 28 TO 119, BREYFOGLE, a subdivision of land now in the City of Overland Park, Johnson County, Kansas, lying 15 feet on each side of the following described centerline: Commencing at a point on the centerline of vacated 88th Street at its intersection with the Southerly prolongation of the East line of Lot 58 of said LOTS 28 TO 119 BREYFOGLE; thence South 87 degrees 20 minutes 36 seconds West, along the centerline of said vacated 88th Street, a distance of 180.70 feet; thence North 2 degrees 39 minutes 24 seconds West, a distance of 224.71 feet, to a point of curvature; thence Northerly and Northwesterly, along a curve to the left, having a radius of 100 feet and a central angle of 30 degrees 50 minutes 06 seconds, a distance of 53.82 feet, to a point of reverse curvature; thence Northwesterly and Northerly, along a curve to the right, having a radius of 161 feet, a central angle of 31 degrees 22 minutes 41 seconds, and whose initial tangent bearing is North 33 degrees 29 minutes 30 seconds West, a distance of 88.17 feet, to a point of tangency, said point also being 56 feet West of the East line of said Lot 30; thence North 2 degrees 06 minutes 49 seconds West, along a line 56 feet West of and parallel to the East line of said Lot 30, a distance of 40 feet, to point "A"... AND ALSO ... A tract of land 36 feet in width, across a part of said Lot 30, lying 18 feet on each side of the following described centerline: Commencing at said point "A"; thence North 87 degrees 53 minutes 11 seconds East, a distance of 3 feet, to the TRUE POINT OF BEGINNING of subject tract; thence North 2 degrees 06 minutes 49 seconds West, a distance of 100 feet, to a point on the centerline of 87th Street, as now established, and 383 feet West of the centerline of Grant Avenue, as now established, as measured along the centerline of said 87th Street, all subject to that part thereof dedicated for street purposes; EXCEPT for the tract of land lying 15 feet to the South side of a line described as beginning at a point on the centerline of vacated 88th Street, at its intersection with the centerline of unvacated 88th Street and at its intersection with the southerly prolongation of the East line of Lot 58; thence South 87 degrees 20 minutes 36 seconds West, along the centerline of said vacated 88th Street to its intersection with the Northerly prolongation of the West line of Lot 61.

#### Tract D:

The North half of the vacated 88th Street right-of-way; Beginning on the West edge of the Grant Avenue right-of-way and extending a distance of 140 feet to the West; located in Section 36, Township 12, Range 24, in Overland Park, Johnson County, Kansas.

#### Tract D-1:

The South half of the vacated 88th Street right-of-way; Beginning on the West edge of the Grant Avenue right-of-way and extending a distance of 140 feet to the West; located in Section 36, Township 12, Range 24, in Overland Park, Johnson County, Kansas.



# FIRST SUPPLEMENTAL TRUST INDENTURE

Dated as of December 1, 2015

between

# PUBLIC BUILDING COMMISSION OF JOHNSON COUNTY, KANSAS

and

SECURITY BANK OF KANSAS CITY, as Trustee

\$4,000,000 Public Building Commission of Johnson County, Kansas Lease Purchase Revenue Bonds (Library Projects) Series 2014B

36

#### FIRST SUPPLEMENTAL TRUST INDENTURE

THIS FIRST SUPPLEMENTAL TRUST INDENTURE, dated as of December 1, 2015 (the "First Supplemental Indenture"), is made by and between the Public Building Commission of Johnson County, Kansas, a municipal corporation duly organized and existing under the laws of the State of Kansas (the "PBC"), and Security Bank of Kansas City, Kansas City, Kansas, a state banking corporation duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the State of Kansas, with its corporate trust office located in the City of Kansas City, Kansas, as trustee (the "Trustee"), amending and supplementing that certain Trust Indenture dated as of November 1, 2014 (the "Original Indenture") between the PBC and the Trustee.

#### RECITALS

1. Pursuant to the Original Indenture, the PBC issued its Public Building Commission of Johnson County, Kansas Lease Purchase Revenue Bonds (Library Projects), Series 2014B, dated November 25, 2014, in the principal amount of \$4,000,000 (the "Series 2014B Bonds"), for the purpose of paying a portion of the costs of (a) constructing, expanding, reconstructing, furnishing and equipping an expansion to the Central Resource Library (the "Central Resource Improvements") located in the County and owned by the Board of Directors of the Johnson County Library (the "Library Board"), and (b) constructing, furnishing and equipping an approximately 288 square foot building for use as the initial phase of the Monticello Library (the "Monticello Improvements").

2. The Library Board has adopted Resolution No. 2015-\_\_\_, which requested that the County and the PBC, in lieu of undertaking the Monticello Improvements, move forward with plans for design, construction, equipping and furnishing a new library building to be located at 6518 Vista Drive, to be known as the Monticello Library (the "Monticello Library"). Such resolution also authorized the Library Board to enter into a First Supplemental Base Lease and a First Supplemental Sublease to accommodate use of certain proceeds of the Series 2014B Bonds to pay costs related to the Monticello Library improvements.

3. The Board of County Commissioners has adopted Resolution No. 066-15, approving the Library Board's request and requesting that the PBC take such actions as are necessary to authorize the Monticello Library and the PBC's use of a portion of the proceeds of the Series 2014B Bonds to pay a portion of the costs of the Monticello Library improvements. Such resolution also authorized the County to enter into a First Supplemental Lease and a First Supplemental Sublease to accommodate use of certain proceeds of the Series 2014B Bonds to pay costs related to the Monticello Library improvements.

4. Pursuant to Resolution No. PBC 006-15, the PBC has determined that it is desirable to use of a portion of the proceeds of the Series 2014B Bonds to pay a portion of the costs of the Monticello Library improvements. Such resolution also authorized the PBC to enter into this First Supplemental Indenture, a First Supplemental Base Lease and a First Supplemental Lease to accommodate use of certain proceeds of the Series 2014B Bonds to pay costs related to the Monticello Library improvements.

5. In order to accommodate the Library Board's request, the County and the PBC wish to amend and supplement the Original Indenture to expand the scope of "Improvements" to accommodate the Monticello Library improvements.

NOW, THEREFORE, the PBC covenants and agrees with the Trustee, for the equal and proportionate benefit of the respective Owners of the Bonds, that all Bonds are to be issued,

authenticated and delivered and the Trust Estate is to be held and applied by the Trustee, subject to the further covenants, conditions and trusts hereinafter set forth, as follows:

## ARTICLE I

#### **DEFINITIONS**

#### Section 101. Amended and Supplemental Definitions.

(a) Capitalized terms not otherwise defined in this First Supplemental Indenture shall have the meanings set forth in the Original Indenture, unless some other meaning is plainly intended.

(b) The definitions of the following words and terms set forth in **Section 101** of the Original Indenture are hereby amended to read as follows, unless some other meaning is plainly intended:

"Improvements" means, collectively, (a) the construction, expansion, reconstruction, furnishing and equipping of an expansion to the Central Resource Library located in the County and (b) design, construction, equipping and furnishing a new library building to be located at 6518 Vista Drive, to be known as the Monticello Library; each of which is funded from the proceeds of the Series 2014B Bonds and any Additional Bonds authorized and issued under the Indenture.

**"Sublease"** means the Sublease dated as of the November 1, 2014 between the County, as lessor, and the Library Board, as lessee, as amended from time to time according to the terms thereof.

(c) The following defined words and terms are hereby added to Section 101 of the Original Indenture:

**"First Supplemental Base Lease"** means the First Supplemental Base Lease dated as of the December 1, 2015 between the Library Board, as lessor, and the PBC, as lessee, as amended from time to time according to the terms of the Base Lease.

**"First Supplemental Indenture"** means this First Supplemental Trust Indenture dated as of December 1, 2015 between the PBC and the Trustee, as amended from time to time according to the terms of the Indenture.

**"First Supplemental Lease"** means the First Supplemental Lease dated as of the December 1, 2015 between the PBC, as lessor, and the County, as lessee, as amended from time to time according to the terms of the Lease.

**"First Supplemental Sublease"** means the First Supplemental Sublease dated as of the December 1, 2015 between the County, as lessor, and the Library Board, as lessee, as amended from time to time according to the terms of the Sublease.

#### **ARTICLE II**

#### MISCELLANEOUS

Section 201. Effect of this First Supplemental Indenture. The provisions of the Original Indenture are hereby ratified and confirmed, and the respective rights, duties and obligations under the Indenture of the PBC and the Trustee shall hereafter be determined, exercised and enforced under the Indenture subject in all respects to this amendment and all of the terms and conditions of this First Supplemental Indenture shall be deemed to be part of the terms and conditions of the Indenture for any and all purposes. This First Supplemental Indenture shall be construed as having been authorized under the provisions of Section 901(c) of the Original Indenture.

Section 202. Execution in Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 203. Electronic Transactions. The issuance of the Bonds and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

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**IN WITNESS WHEREOF,** the PBC has caused this First Supplemental Indenture to be signed in its name and behalf by the Chair and its corporate seal to be hereunto affixed and attested by its Secretary, and to evidence its acceptance of the trusts hereby created, the Trustee has caused this First Supplemental Indenture to be signed in its name and behalf and its official seal to be hereunto affixed and attested by its duly authorized officers, all as of the date first above written.

# **PUBLIC BUILDING COMMISSION OF JOHNSON COUNTY, KANSAS,** as PBC

(Seal)

ATTEST:

Ed Eilert, Chair

Ronald L. Shaffer, Secretary

# SECURITY BANK OF KANSAS CITY, as Trustee

Name: Pete Gardner Title: Senior Vice President

(SEAL)

ATTEST:

A-2

# 1. Sec. 1. Sec.

## FIRST SUPPLEMENTAL LEASE

# **BY AND BETWEEN**

PUBLIC BUILDING COMMISSION OF JOHNSON COUNTY, KANSAS

AND

JOHNSON COUNTY, KANSAS

DATED AS OF DECEMBER 1, 2015

#### FIRST SUPPLEMENTAL LEASE

**THIS FIRST SUPPLEMENTAL LEASE** (the "First Supplemental Lease") is made and entered into as of December 1, 2015, by and between the Public Building Commission of Johnson County, Kansas, a municipal corporation duly organized under the laws of the State of Kansas (the "PBC"), and Johnson County, Kansas, a political subdivision organized under the laws of the State of Kansas (the "County"), amending and supplementing that certain Lease dated as of November 1, 2014 (the "Original Lease") between the PBC as lessor and the County as lessee.

#### RECITALS

1. Pursuant to the Original Lease, the PBC agreed to (a) construct, expand, reconstruct, furnish and equip an expansion to the Central Resource Library (the "Central Resource Improvements") and (b) construct, furnish and equip an approximately 288 square foot building for use as the initial phase of the Monticello Library (the "Monticello Improvements").

2. In lieu of undertaking the Monticello Improvements, the Board of Directors of the Johnson County Library (the "Library Board") has requested that the PBC move forward with plans for design, construction, equipping and furnishing a new library building to be located at 6518 Vista Drive, to be known as the Monticello Library (the "Monticello Library").

**3.** The Library Board has also requested that a portion of the PBC's Lease Purchase Revenue Bonds (Library Projects), Series 2014B, in the aggregate principal amount of \$4,000,000 (the "Series 2014B Bonds") be used to pay a portion of the costs of the Monticello Library improvements.

4. In order to accommodate the Library Board's request, the County and the PBC wish to amend and supplement the Original Lease to expand the scope of "Improvements" subject to the Lease.

#### AGREEMENT

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements herein set forth, the PBC and the County do hereby covenant and agree as follows:

#### **ARTICLE I**

### Section 1.1 Amended and Supplemental Definitions.

(a) Capitalized terms not otherwise defined in this First Supplemental Lease shall have the meanings set forth in the Original Lease and the Indenture.

(b) The definitions of the following words and terms set forth in **Section 1.1** of the Original Lease are hereby amended to read as follows:

**"Base Lease"** means the Base Lease dated as of the November 1, 2014 between the Library Board, as lessor, and the PBC, as lessee, as amended from time to time according to the terms thereof.

"Improvements" means, collectively, (a) the construction, expansion, reconstruction, furnishing and equipping of an expansion to the Central Resource Library located in the County and (b) design, construction, equipping and furnishing a new library building to be located at 6518 Vista Drive, to be known as the Monticello Neighborhood Library; each of which is funded from the proceeds of the Series 2014B Bonds and any Additional Bonds authorized and issued under the Indenture.

**"Sublease"** means the Sublease dated as of the November 1, 2014 between the County, as lessor, and the Library Board, as lessee, as amended from time to time according to the terms thereof.

(c) The following defined words and terms are hereby added to Section 1.1 of the Original Lease:

"First Supplemental Base Lease" means the First Supplemental Base Lease dated as of the December 1, 2015 between the Library Board, as lessor, and the PBC, as lessee, as amended from time to time according to the terms of the Base Lease.

"First Supplemental Indenture" means the First Supplemental Trust Indenture dated as of December 1, 2015 between the PBC and the Trustee, as amended from time to time according to the terms of the Indenture.

"First Supplemental Lease" means this First Supplemental Lease dated as of the December 1, 2015 between the PBC, as lessor, and the County, as lessee, as amended from time to time according to the terms of the Lease.

"First Supplemental Sublease" means the First Supplemental Sublease dated as of the December 1, 2015 between the County, as lessor, and the Library Board, as lessee, as amended from time to time according to the terms of the Sublease.

## **ARTICLE II**

Section 2.1 Effect of this First Supplemental Lease. The provisions of the Original Lease are hereby ratified and confirmed, and the respective rights, duties and obligations under the Lease of the PBC and the County shall hereafter be determined, exercised and enforced under the Lease subject in all respects to this amendment and all of the terms and conditions of this First Supplemental Lease shall be deemed to be part of the terms and conditions of the Lease for any and all purposes. This First Supplemental Lease shall be construed as having been authorized under the provisions of Section 25.1(c) of the Original Lease.

Section 2.2 Execution of Counterparts. This Lease may be executed simultaneously in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

**Section 2.3** Electronic Transactions. This Lease and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

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**IN WITNESS WHEREOF**, the parties hereto have caused this First Supplemental Lease to be signed and delivered by duly authorized officials as of the day and year first above written.

# PUBLIC BUILDING COMMISSION OF JOHNSON COUNTY, KANSAS

(SEAL)

ATTEST:

Ed Eilert, Chair

Ronald L. Shaffer, Secretary

## ACKNOWLEDGMENT

STATE OF KANSAS ) ) SS. COUNTY OF JOHNSON )

This instrument was acknowledged before me on December \_\_\_\_\_, 2015, by Ed Eilert, Chair of the Public Building Commission of Johnson County, Kansas, a municipal corporation organized under the laws of the State of Kansas.

(Seal)

My Commission Expires: \_\_\_\_\_

Notary Public

Johnson County PBC 2014B First Supplemental Lease

# JOHNSON COUNTY, KANSAS

(SEAL)

ATTEST:

Ed Eilert, Chair

Linda W. Barnes, Clerk of the Board

## ACKNOWLEDGMENT

STATE OF KANSAS ) ) SS. COUNTY OF JOHNSON )

This instrument was acknowledged before me on December \_\_\_\_\_, 2015, by Ed Eilert, Chair of Johnson County, Kansas, a political subdivision duly organized and existing under the constitution and laws of the state of Kansas.

(SEAL)

My Commission Expires:

Notary Public

## **SCHEDULE 1**

## **PROPERTY DESCRIPTION**

## TRACT 1 [Monticello Library]:

Parcel A:

Lot 27 MONTICELLO CENTER FOURTH PLAT, a subdivision in the City of Shawnee, Johnson County, Kansas.

### Parcel B:

A tract of land in Lot 23, MONTICELLO CENTER THIRD PLAT, a subdivision in the City of Shawnee, Johnson County, Kansas, and being more particularly described as follows:

Note: For course orientation, the bearings in this description are based on Grid North, Kansas State Plane Coordinate System, North Zone by GPS observations. For comparison the East line of said Lot 23 is platted as South 12°05'56" West and measured as South 10°00'15" West.

Commencing at the Northeast corner of Lot 23 of said subdivision, said corner being monumented by a found one-half inch reinforcing bar with MOLC 366 KSLS 1374 cap; thence South 10° 00' 15" West 538.43 feet on the East line of said Lot 23 to the Southeast corner of said Lot and a found one half inch reinforcing bar set in concrete; thence North 01° 47' 03" East 526.97 feet to the North line of said lot, also the South right of way line of 66th Street, as now established; thence North 88° 09' 43" East 110.00 feet on said North line and right of way line to the Point of Beginning, containing 28,983 square feet or 0.67 acres.

Parcel C:

A non-exclusive easement to use roadways as a joint and common roadway for the purpose of ingress and egress of persons and vehicles established by Reciprocal Easement and Maintenance Agreement recorded November 2, 2010, as Document No. 20101102-0001125 in Book 201011, Page 001125 over the land described therein.

Parcel D:

A non-exclusive easement for access, ingress and egress established by Declaration of Covenants and Restrictions recorded as Document No. 20040609-0005094 in Book 200406, Page 005094 and amended by Second Supplemental Agreement recorded as Document No. 20060330- 0010280 in Book 200603, Page 010280, over the property described therein.

# TRACT 2 [Central Resource Library]:

## TRACT I:

The West 20 feet of Lot 32, and Lots 33, 34, 35, 52, 53, 54 and the West 20 feet of Lot 55, the West 20 feet of Lot 64, and Lots 65, 66 and 67, except those parts thereof dedicated for Farley Avenue and condemned or dedicated for 87th Street/Santa Fe Drive (also known as K-58 Highway), LOTS 28 TO 119, BREYFOGLE, a subdivision in the city of Overland Park, Johnson County, Kansas, according to the recorded plat thereof, together with those parts of vacated 88th Street lying adjacent thereto.

### TRACT II:

Non-Exclusive appurtenant easements for ingress and egress over and benefitting the property described hereinabove as Tract I, across the following described parcels of land:

#### Tract A:

A tract of land 15 feet in width across a portion of the vacated right-of-way of 88th Street adjacent to the Northern line of Lot 61 thereto, all in LOTS 28 TO 119, BREYFOGLE, a subdivision of land now in the City of Overland Park, Johnson County, Kansas, lying 15 feet to the South side of the following described line: Beginning at a point on the centerline of vacated 88th Street, at its intersection with the centerline of unvacated 88th Street and at its intersection with the Southerly prolongation of the East line of Lot 58; thence South 87 degrees 20 minutes 36 seconds West along the centerline of said vacated 88th Street to its intersection with the Northerly prolongation of the West line of Lot 61.

#### Tract B:

A tract of land 20 feet in width across a part of Lots 52, 53, 54 and 55, and a portion of the vacated rights-of-way adjacent thereto, if any, all in LOTS 28 TO 119, BREYFOGLE, a subdivision of land now in the City of Overland Park, Johnson County, Kansas, lying 10 feet on each side of the following described centerline: Commencing at a point on the centerline of vacated 88th Street, at its intersection with the Southerly prolongation of the East line of said Lot 58; thence South 87 degrees 20 minutes 36 seconds West, along the centerline of said vacated 88th Street, a distance of 180.70 feet; thence North 2 degrees 39 minutes 24 seconds West, a distance of 426.56 feet; thence South 2 degrees 39 minutes 24 seconds East, a distance of 5.35 feet; thence South 87 degrees 20 minutes 36 seconds West, a distance of 5.35 feet; thence South 87 degrees 20 minutes 36 seconds East, a distance of 5.35 feet; thence South 87 degrees 20 minutes 36 seconds East, a distance of 5.35 feet; thence South 87 degrees 20 minutes 36 seconds West, a distance of 5.35 feet; thence South 87 degrees 20 minutes 36 seconds West, a distance of 5.35 feet; thence South 87 degrees 20 minutes 36 seconds West, a distance of 5.35 feet; thence South 87 degrees 20 minutes 36 seconds West, a distance of 5.35 feet; thence South 87 degrees 20 minutes 36 seconds West, a distance of 5.35 feet; thence South 87 degrees 20 minutes 36 seconds West, a distance of 5.35 feet; thence South 87 degrees 20 minutes 36 seconds West, a distance of 5.36 feet; to a point on the centerline of Farley, as now established and 352.37 feet South of the centerline of said 87th Street, as now measured along the centerline of said Farley, all subject to that part thereof dedicated for street purposes.

#### Tract B-1:

Also, a tract of land 28 feet in width across a part of Lots 32, 33, 54 and 55, and a portion of the vacated rights-of-way adjacent thereto, if any, all in LOTS 28 TO 119, BREYFOGLE, a subdivision of land now in the city of Overland Park, Johnson County, Kansas lying 28 feet to the West side of the following described line: Commencing at a point on the centerline of vacated 88th Street, at its intersection with the Southerly prolongation of the East line of said Lot 58; thence South 87 degrees 20 minutes 36 seconds West, along the centerline of said vacated 88th Street, a distance of 180.70 feet; thence North 2 degrees 39 minutes 24 seconds West, a distance of 152.98 feet; thence South 87 degrees 20 minutes 24 seconds West, a distance of 5.35 feet; thence South 87 degrees 39 minutes 24 seconds West, a distance of 352.35 feet, to a point on the centerline of said 87th Street and 805 feet West of the centerline of said Grant Avenue, as measured along the centerline of said 87th street, all subject to that part thereof dedicated for street purposes.

#### Tract C:

A tract of land 30 feet in width across a part of Lots 30, 62, 58, 57, 56 and 55, and a portion of the vacated rights-of-way adjacent thereto, all in LOTS 28 TO 119, BREYFOGLE, a subdivision of land now in the City of Overland Park, Johnson County, Kansas, lying 15 feet on each side of the following described centerline: Beginning at a point on the centerline of vacated 88th Street, at its intersection with the centerline of unvacated 88th Street, and at its intersection with the Southerly prolongation of the East line of said Lot 58; thence South 87 degrees 20 minutes 36 seconds West, along the centerline of said vacated 88th Street, a distance of 180.70 feet; thence North 2

degrees 39 minutes 24 seconds West, a distance of 152.98 feet, to point "A", and the True Point of Beginning; thence south 87 degrees 20 minutes 36 seconds West, a distance of 426.56 feet; thence South 2 degrees 39 minutes 24 seconds East, a distance of 5.35 feet; thence South 87 degrees 20 minutes 36 seconds West, a distance of 28 feet, to point "B".

## Tract C-1:

A tract of land 28 feet in width, across a part of Lots 55 and 32, of said LOTS 28 TO 119, BREYFOGLE, lying 28 feet to the East side of the following described line: Beginning at said point "B", as described in Tract "C" hereof; thence North 2 degrees 39 minutes 24 seconds West, a distance of 352.35 feet, to a point on the centerline of said 87th Street and 805 feet West of the centerline of said Grant Avenue, as measured along the centerline of said 87th Street.

#### Tract C-2:

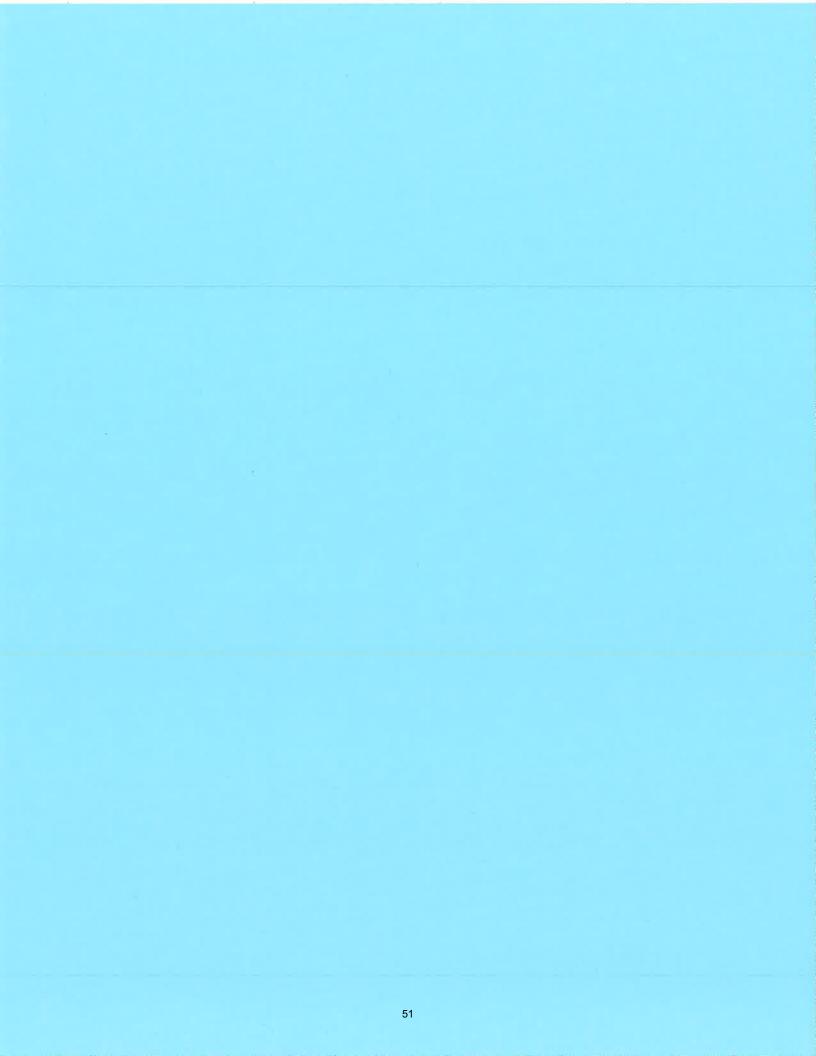
A tract of land 30 feet in width, across a part of Lots 30 and 57, LOTS 28 TO 119, BREYFOGLE, a subdivision of land now in the City of Overland Park, Johnson County, Kansas, lying 15 feet on each side of the following described centerline: Commencing at a point on the centerline of vacated 88th Street at its intersection with the Southerly prolongation of the East line of Lot 58 of said LOTS 28 TO 119 BREYFOGLE; thence South 87 degrees 20 minutes 36 seconds West, along the centerline of said vacated 88th Street, a distance of 180.70 feet; thence North 2 degrees 39 minutes 24 seconds West, a distance of 224.71 feet, to a point of curvature; thence Northerly and Northwesterly, along a curve to the left, having a radius of 100 feet and a central angle of 30 degrees 50 minutes 06 seconds, a distance of 53.82 feet, to a point of reverse curvature; thence Northwesterly and Northerly, along a curve to the right, having a radius of 161 feet, a central angle of 31 degrees 22 minutes 41 seconds, and whose initial tangent bearing is North 33 degrees 29 minutes 30 seconds West, a distance of 88.17 feet, to a point of tangency, said point also being 56 feet West of the East line of said Lot 30; thence North 2 degrees 06 minutes 49 seconds West, along a line 56 feet West of and parallel to the East line of said Lot 30, a distance of 40 feet, to point "A"... AND ALSO ... A tract of land 36 feet in width, across a part of said Lot 30, lying 18 feet on each side of the following described centerline: Commencing at said point "A"; thence North 87 degrees 53 minutes 11 seconds East, a distance of 3 feet, to the TRUE POINT OF BEGINNING of subject tract; thence North 2 degrees 06 minutes 49 seconds West, a distance of 100 feet, to a point on the centerline of 87th Street, as now established, and 383 feet West of the centerline of Grant Avenue, as now established, as measured along the centerline of said 87th Street, all subject to that part thereof dedicated for street purposes; EXCEPT for the tract of land lying 15 feet to the South side of a line described as beginning at a point on the centerline of vacated 88th Street, at its intersection with the centerline of unvacated 88th Street and at its intersection with the southerly prolongation of the East line of Lot 58; thence South 87 degrees 20 minutes 36 seconds West, along the centerline of said vacated 88th Street to its intersection with the Northerly prolongation of the West line of Lot 61.

## Tract D:

The North half of the vacated 88th Street right-of-way; Beginning on the West edge of the Grant Avenue right-of-way and extending a distance of 140 feet to the West; located in Section 36, Township 12, Range 24, in Overland Park, Johnson County, Kansas.

## Tract D-1:

The South half of the vacated 88th Street right-of-way; Beginning on the West edge of the Grant Avenue right-of-way and extending a distance of 140 feet to the West; located in Section 36, Township 12, Range 24, in Overland Park, Johnson County, Kansas.



## **RESOLUTION NO. 066-15**

RESOLUTION **AUTHORIZING** THE DESIGN, CONSTRUCTING, A FURNISHING AND EQUIPPING OF A BUILDING FOR USE AS THE LIBRARY; APPROVING THE PUBLIC BUILDING MONTICELLO COMMISSION OF JOHNSON COUNTY, KANSAS' USE OF A PORTION OF ITS LEASE PURCHASE REVENUE BONDS (LIBRARY PROJECTS), SERIES 2014B FOR THE PURPOSE OF PAYING A PORTION OF THE COSTS OF SUCH IMPROVEMENTS; AUTHORIZING THE EXECUTION AND DELIVERY OF A THE FIRST SUPPLEMENTAL LEASE WITH PUBLIC BUILDING COMMISSION OF JOHNSON COUNTY. KANSAS AND FIRST Α SUPPLEMENTAL SUBLEASE WITH THE BOARD OF DIRECTORS OF THE JOHNSON COUNTY LIBRARY IN CONNECTION THEREWITH; AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN OTHER DOCUMENTS AND THE TAKING OF CERTAIN OTHER ACTIONS IN **CONNECTION THEREWITH.** 

WHEREAS, pursuant to the authority of K.S.A. 12-1757 *et seq.* (the "Act"), the Board of County Commissioners (the "Board") of Johnson County, Kansas (the "County") has heretofore created the Public Building Commission of Johnson County, Kansas, a municipal corporation of the state of Kansas (the "PBC"), which has the power and authority to issue revenue bonds to provide funds for the purpose of acquiring, erecting, equipping, repairing, maintaining and operating buildings and other facilities; and

WHEREAS, pursuant to the Act, the PBC has previously issued its \$4,000,000 principal amount of Public Building Commission of Johnson County, Kansas Lease Purchase Revenue Bonds (Library Projects), Series 2014B (the "Series 2014B Bonds), for the purpose of (i) paying all or a portion of the cost of constructing, expanding, reconstructing, furnishing and equipping an expansion to the Central Resource Library (the "Central Resource Improvements"), located within the County, to be leased to the County and subleased to the Board of Directors of the Johnson County Library (the "Library Board"), (ii) paying all or a portion of the cost of constructing, furnishing and equipping a 288 square foot building for use as the initial phase of the Monticello Library (the "Monticello Improvements," together with the Central Resource Improvements, the "Improvements"), to be located within the County, to be leased to the County and subleased to the Library Board, and (iii) paying costs of issuance of said lease purchase revenue bonds; and

WHEREAS, neither the PBC, the County, nor the Library Board have started construction of any of the Monticello Improvements; and

WHEREAS, in lieu of undertaking the Monticello Improvements, the Library Board desires to move forward with plans for design, construction, equipping and furnishing a new library building to be located at 6518 Vista Drive, to be known as the Monticello Library (the "Monticello Library"); and

WHEREAS, the Library Board has requested that the PBC and the County permit the use of a portion of the proceeds of the Series 2014B Bonds to be used for completing the Monticello Library project instead of the Monticello Improvements previously contemplated; and

WHEREAS, the County hereby deems it necessary and desirable that the PBC use a portion of the Series 2014B Bonds to pay the costs of the Monticello Library improvements; and

WHEREAS, the Series 2014B Bonds were issued under a Trust Indenture (the "Indenture") between the PBC and Security Bank of Kansas City, as trustee (the "Trustee"); and

WHEREAS, in connection with issuance of the Series 2014B Bonds:

- (a) the Library Board and the PBC entered into a Base Lease (the "Base Lease"), whereby the Library Board leased the real estate upon which the Improvements will be located and the existing improvements thereon (collectively, the "Land"), together with the Improvements, to the PBC;
- (b) the PBC and the County entered into a Lease (the "Lease") to provide for the construction, furnishing and equipping of the Improvements and the leasing of the Land and the Improvements (collectively, the "Facility") by the PBC to the County; and
- (c) the Library Board and the County entered into a Sublease (the "Sublease"), whereby the County subleased the Facility to the Library Board; and

WHEREAS, the County deems it necessary and desirable that certain documents executed and delivered by the PBC, County and the Library Board in connection with the Series 2014B Bonds be amended and supplemented to accommodate the use of a portion of the proceeds of the Series 2014B Bonds to be used for completing the Monticello Library project instead of the Monticello Improvements previously contemplated; and that the County enter into such amending and supplementing documents and take certain other actions as provided herein.

# NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMISSIONERS OF JOHNSON COUNTY, KANSAS, AS FOLLOWS:

Section 1. Authorization of Improvements. The Board hereby authorizes and approves the constructing, furnishing and equipping of the Monticello Library improvements, which are hereby deemed and declared to be necessary, convenient and in furtherance of the governmental purposes of the County and the Library Board.

Section 2. Authorization of Documents. The County is hereby authorized to enter into the following documents (the "County Documents"), in substantially the forms presented to and reviewed by the Board at this meeting (copies of which documents shall be filed in the records of the County), with such changes as shall be approved by the officials executing such documents, such officials' signatures thereon being conclusive evidence of their approval and the County's approval thereof:

- (a) First Supplemental Lease; and
- (b) First Supplemental Sublease.

In addition, the Board hereby approves the execution and delivery of the First Supplemental Indenture by the PBC and the Trustee.

Section 3. Execution of Documents. The Chair is hereby authorized and directed to execute and deliver the County Documents, for and on behalf of and as the act and deed of the County in substantially the form presented at this meeting with such changes as he shall approve, which approval shall be evidenced by his execution thereof, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Resolution. The Clerk of the Board is hereby authorized and directed to attest the County Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply or desirable to carry out and comply with the county Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 4. Further Authority. The County shall, and the officials, agents and employees of the County are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the provisions of this Resolution and to carry out, comply with and perform the duties of the County with respect to the Series 2014B Bonds and the County Documents.

Section 5. Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the Board.

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ADOPTED by the Board of County Commissioners of Johnson County, Kansas on October 29, 2015.

(SEAL)

Ed Eilert, Chair

ATTEST:

Linda W. Barnes, Clerk of the Board

Johnson County PBC 2014B Amendments County Resolution

## EXCERPT OF MINUTES OF A MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF JOHNSON COUNTY, KANSAS HELD ON OCTOBER 29, 2015

The Board of County Commissioners of Johnson County, Kansas (the "County") met at the Johnson County Administration Building, 111 S. Cherry, Suite 3300, Olathe, Kansas at 9:30 a.m.

The Chair presided and the following members of the Board were present:

The following members of the Board were absent:

The Chair declared that a quorum was present and called the meeting to order.

\* \* \* \* \* \* \* \* \* \* \* \* \*

(Other Proceedings)

Thereupon there was presented a Resolution entitled:

RESOLUTION AUTHORIZING THE DESIGN, CONSTRUCTING. A FURNISHING AND EQUIPPING OF A BUILDING FOR USE AS THE MONTICELLO LIBRARY; **APPROVING** THE **PUBLIC** BUILDING COMMISSION OF JOHNSON COUNTY, KANSAS' USE OF A PORTION OF ITS LEASE PURCHASE REVENUE BONDS (LIBRARY PROJECTS), SERIES 2014B FOR THE PURPOSE OF PAYING A PORTION OF THE COSTS OF SUCH IMPROVEMENTS: AUTHORIZING THE EXECUTION AND DELIVERY OF A THE FIRST SUPPLEMENTAL LEASE WITH PUBLIC BUILDING COMMISSION OF **JOHNSON** COUNTY, KANSAS AND A FIRST SUPPLEMENTAL SUBLEASE WITH THE BOARD OF DIRECTORS OF THE JOHNSON COUNTY LIBRARY IN CONNECTION THEREWITH; AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN OTHER DOCUMENTS AND THE TAKING OF CERTAIN OTHER ACTIONS IN **CONNECTION THEREWITH.** 

Thereupon, \_\_\_\_\_\_ moved that said Resolution be adopted. The motion was seconded by \_\_\_\_\_\_. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Aye: \_\_\_\_\_.

Nay: \_\_\_\_\_.

Thereupon, the Chair declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. \_\_\_\_\_\_ and was signed by the Chair and attested by the Clerk of the Board.

\* \* \* \* \* \* \* \* \* \* \* \* \* \*

(Other Proceedings)

On motion duly made, seconded and carried, the meeting adjourned.

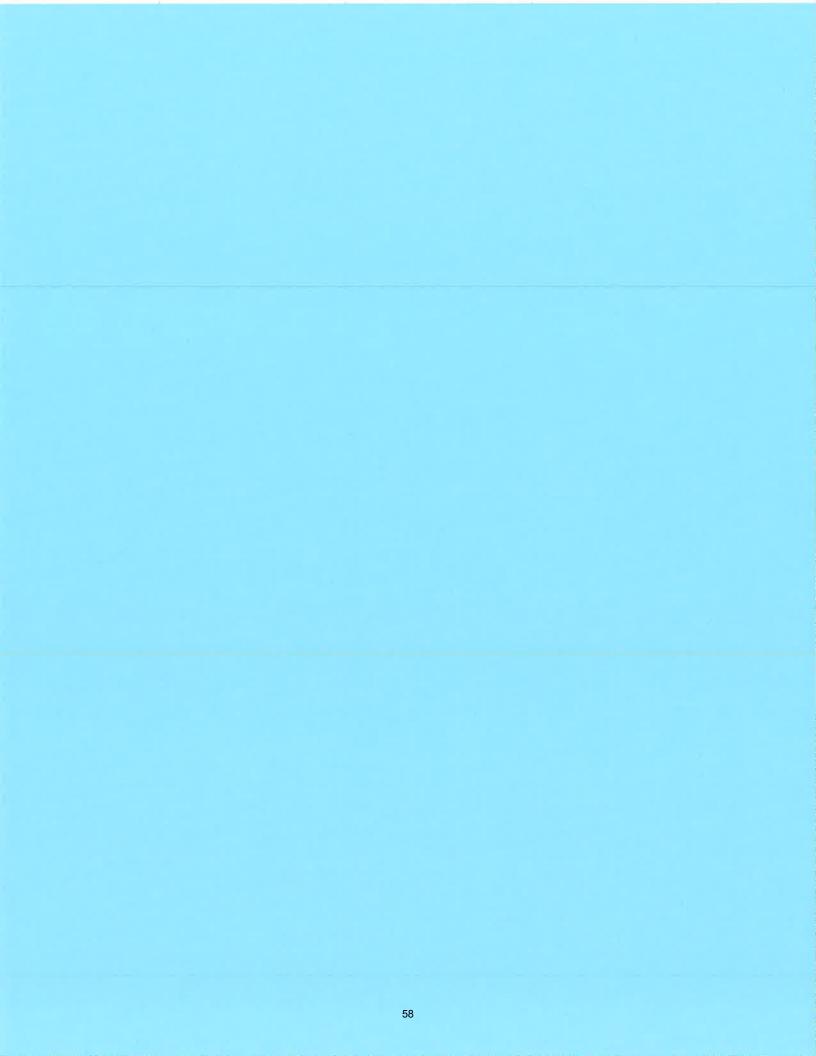
# CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the Board of County Commissioners of Johnson County, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

By: \_\_\_\_\_\_ Linda W. Barnes Clerk of the Board

Johnson County PBC 2014B Amendments Excerpt of Minutes



(Published in The Olathe News on \_\_\_\_\_, 2015 and \_\_\_\_\_, 2015)

#### RESOLUTION NO. PBC -15

**RESOLUTION DECLARING IT NECESSARY FOR THE PUBLIC BUILDING** COMMISSION OF JOHNSON COUNTY, KANSAS TO DESIGN, CONSTRUCT, EOUIP AND FURNISH A NEW LIBRARY BUILDING TO BE LOCATED AT 6518 VISTA DRIVE, TO BE KNOWN AS THE MONTICELLO NEIGHBORHOOD LIBRARY; ISSUE REVENUE BONDS IN AN AMOUNT NOT TO EXCEED FOR THE PURPOSE OF PAYING A PORTION OF THE COSTS \$\_ THEREOF AND RELATED FINANCING COSTS; AND PROVIDING FOR THE GIVING OF NOTICE OF SAID INTENTION.

WHEREAS, pursuant to K.S.A. 12-1757 et seq. (the "Act"), the Public Building Commission of Johnson County, Kansas, a municipal corporation of the state of Kansas (the "PBC" or "Issuer") has previously been created by action duly taken by the Commission (the "Commission") of Johnson County, Kansas (the "County"), and has the authority to issue revenue bonds to provide funds for the purpose of acquiring, erecting, equipping, repairing, maintaining and operating buildings and other facilities; and

WHEREAS, the Board of Directors of the Johnson County Library (the "Library Board") is a body corporate and politic organized and validly existing under the laws of the State of Kansas, including specifically K.S.A. 12-1218 et seq.; and

WHEREAS, PBC has previously issued its Lease Purchase Revenue Bonds (Library Projects), Series 2014B in the principal amount of \$4,000,000 (the "Series 2014B Bonds") for the purpose of (i) paying all or a portion of the cost of constructing, expanding, reconstructing, furnishing and equipping an expansion to the Central Resource Library (the "Central Resource Improvements"), located within the County, to be leased to the County and subleased to the Board of Directors of the Johnson County Library (the "Library Board"), (ii) paying all or a portion of the cost of constructing, furnishing and equipping a 288 square foot building for use as the initial phase of the Monticello Library (the "Monticello Improvements," together with the Central Resource Improvements, the "Improvements"), to be located within the County, to be leased to the County and subleased to the Library Board, and (iii) paying costs of issuance of said lease purchase revenue bonds; and

WHEREAS, neither the PBC, the County, nor the Library Board have started construction of any of the Monticello Improvements; and

WHEREAS, in lieu of undertaking the Monticello Improvements, the Library Board desires to move forward with plans for design, construction, equipping and furnishing a new library building to be located at 6518 Vista Drive, to be known as the Monticello Neighborhood Library (the "Monticello Library"); and

WHEREAS, the Library Board has requested that the PBC and the County permit the use of a portion of the proceeds of the Series 2014B Bonds to be used for completing the Monticello Library project instead of the Monticello Improvements previously contemplated; and

WHEREAS, the PBC has the power and authority under the Act to issue revenue bonds to provide funds for the purpose of paying all or a portion of the costs of the Monticello Library and related financing costs; and

WHEREAS, the PBC desires to issue its revenue bonds in an amount of not to exceed

\$\_\_\_\_\_\_ and use a portion of the proceeds of the Series 2014B Bonds to finance a portion of the costs of the Monticello Library, subject to the notice and protest described below; and

WHEREAS, the PBC desires to authorize amendment of certain documents related to the Series 2014B Bonds to accommodate payment of a portion of the Monticello Library costs from proceeds of the Series 2014B Bonds, subject to the notice and protest described below.

# BE IT RESOLVED BY THE PUBLIC BUILDING COMMISSION OF JOHNSON COUNTY, KANSAS, AS FOLLOWS:

**Section 1**. It is hereby deemed and declared to be necessary to design, construct, equip, furnish and finance the Monticello Library improvements.

Section 2. In order to pay all or a portion of the costs of the Monticello Library and related financing costs, it is necessary and desirable for the PBC to issue revenue bonds in an aggregate amount not to exceed \$\_\_\_\_\_\_\_, to be issued in accordance with the provisions of the Act and all other laws of the State of Kansas supplemental thereto or amendatory thereof. Said bonds shall be revenue bonds of the PBC payable solely and only from the rentals received by the PBC from a lease or lease-purchase agreement entered into with the County pursuant to the Act. Said bonds may be issued to reimburse expenditures made by the County or the PBC pursuant to Treasury Regulation §1.150-2.

Section 3. Subject to expiration of the protest period described below, the PBC is hereby authorized to enter into the following documents (the "PBC Documents"), in substantially the forms presented to and reviewed by the PBC at this meeting (copies of which documents shall be filed in the records of the PBC), with such changes as shall be approved by the officials executing such documents, such officials' signatures thereon being conclusive evidence of their approval and the PBC's approval thereof:

- (a) First Supplemental Indenture; and
- (b) First Supplemental Lease.

In addition, the PBC hereby approves the execution and delivery of the First Supplemental Sublease by the County and the Library Board.

Section 4. The Chair and the Vice-Chair of the PBC are hereby authorized and directed to execute and deliver the PBC Documents, for and on behalf of and as the act and deed of the PBC in substantially the form presented at this meeting with such changes as the official executing such documents shall approve, which approval shall be evidenced by his or her execution thereof, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Resolution. The Secretary of the PBC is hereby authorized and directed to attest the execution of the PBC Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

**Section 5**. The Chair and other officers and representatives of the PBC, the Public Building Commission Manager, the Public Building Commission Finance Officer, the Financial Advisor and Bond Counsel are hereby authorized and directed to take such other action as may be necessary to carry out the public sale of the Series 2015A Bonds.

Section 6. Before issuing executing the PBC Documents and using proceeds of PBC bonds

(including the Series 2014B Bonds) to pay the costs of the Monticello Library, this Resolution shall be published once a week for two (2) consecutive weeks in the official newspaper of the County, and if within thirty (30) days after the last date of publication of this Resolution a petition in opposition to the same, signed by not less than five (5%) percent of the electors of Johnson County, is filed with the Director of Records and Tax Administration, acting in the capacity of the County Clerk, the PBC shall submit the question of the issuance of the PBC bonds to the voters of Johnson County at an election called for such purpose or at the next general election. If no sufficient protest is filed with the County Clerk within the period of time hereinbefore stated, then the PBC shall proceed to issue the bonds and use the proceeds thereof to pay the costs of the Monticello Library.

Section 7. This Resolution shall be in full force and effect from and after its adoption.

## [THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the Public Building Commission of Johnson County, Kansas on October \_\_\_\_, 2015.

# PUBLIC BUILDING COMMISSION OF JOHNSON COUNTY, KANSAS

(Seal)

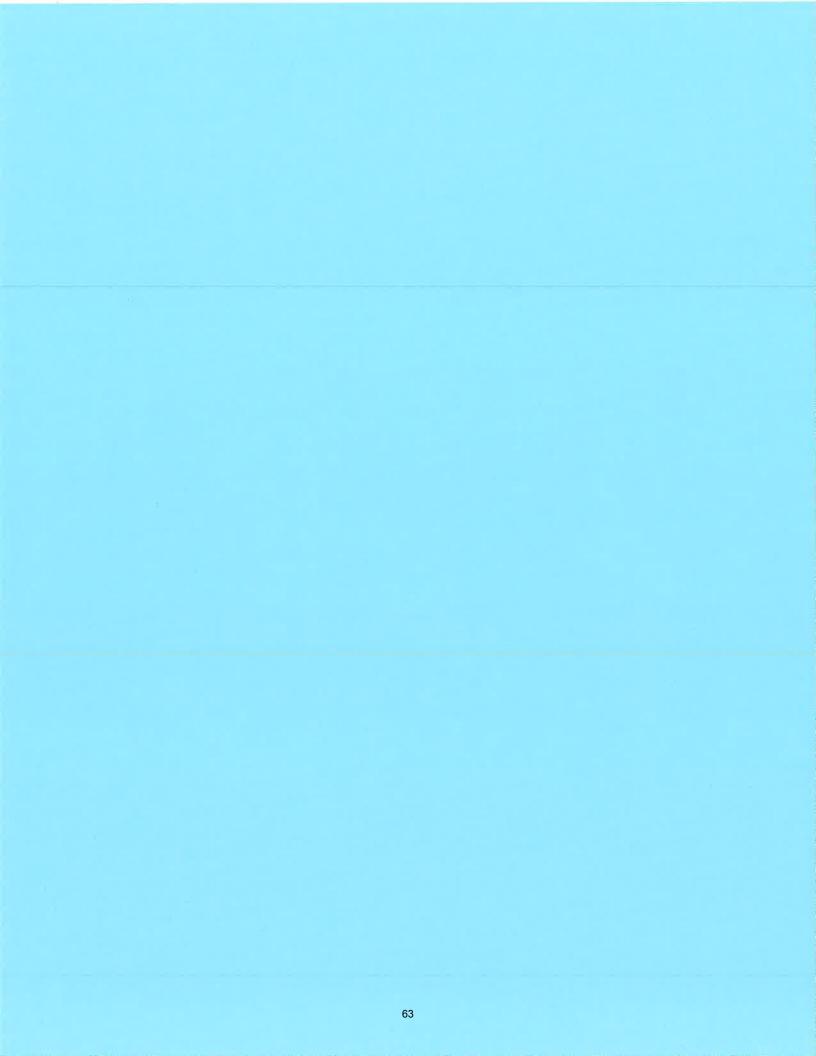
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Chair

ATTEST:

Secretary

PBC Resolution of Intent



# MINUTES JOHNSON COUNTY LIBRARY BOARD REGULAR MEETING Thursday, September 10 2015 Oak Park Neighborhood Library 4:00 p.m.

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

# BOARD COUNSEL: Fred Logan

## **BOCC LIASON:** Commissioner Osterhaus

# FRIENDS OF THE LIBRARY:

**STAFF:** Dean Allman, Michelle Beesley, Sean Casserley, Bradley Debrick, Ashley Fick, Kim Gile, Patricia Gonzalez, John Helling, Mae Holden, Maryana Kislovsky, Christopher Leitch, Jennifer Mahnken, Diann Markley, Susan Mong, Nicki Neufeld, Rita Rubick, Mary Shortino, Scott Sime, Tricia Suellentrop, Adam Wathen, Kristin Whitehair

GUESTS: Ann Blessing, Brian McDermott, Kathy McGinley, Janice Phillips

Mr. Shortlidge called the meeting to order at 4:00 p.m.

# CITIZEN COMMENTS

There were none.

## **BOARD OF DIRECTORS COMMENTS**

Mr. Shortlidge reminded the Board that the ROI study breakfast hosted by KU Edwards will be held on September 24th. The Friends Board, Foundation Board, Library Board and Board of Regents will be in attendance.

## FRIENDS OF THE LIBRARY

Kathy McGinley reported that with the mill levy issue settled, the Friends have re-energized their focus on the new book store and on revamping the book store at Blue Valley.

The Blue Valley store now will focus on children's, young adult and home-focused books.

The Friends are looking forward to another "hard hat tour" so they can see what lies in the future. In the meantime, staff is looking at additional staffing and furniture needs and the Friends Board of Directors is looking at funding these needs. All parties involved are excited. In addition, volunteers already are signing up to work at the new book store for which there will be a grand opening event.

Internet sales continue to boom. August sales totaled \$12,535.62 with a total of 755 items sold. Total listings as of Sept 2, 2015 were 7,573 items with a listing value of \$170,857.87.

When it comes to sales, the bestselling items this past month were:

Donations

- The Standard Edition of the Complete Psychological Works of Sigmund Freud (24 volumes) \$500.00
- Daniel Leader's Kit with DVDs: Lives of Integrity, Words of Prophecy \$199.95
- Soil and Water Conservation Engineering \$99.95

Ex-library

- The Imago Sequence and Other Stories \$122.95
- Balenciaga \$100.00

International orders went to United Kingdom (2), France, Italy (2), Norway, South Africa, and China (2). Book Store sales were down a bit last month, but all in all the Friends are still meeting budget for the year.

The Friends are trying to schedule a tour of all the branches, a late afternoon trip to all the places we serve. It will be a holiday tour in December. Ms. McGinley invited the Library Board and requested they let her or Christopher Leitch know if they would like to join the tour.

Mr. Casserley asked Ms. McGinley to share the story of a collection recently donated to the Friends. A collection of comics has been donated to the Friends of the Library. The collection has been appraised to be up to a \$5,000 value.

# FOUNDATION

Susan Mong introduced Brian McDermott with Harmon Construction and Steven Dragon with TK Architects to give an informational presentation on a potential library outdoor space project. Kristin Whitehair will serve as the Library's project coordinator.

Harmon Construction, MBB and TK Architects approached the Foundation with an offer to use their skills to develop an in-kind project for the library. They presented several ideas and the one that rose to the top was an outdoor project on the south of the building.

They would like to do something special to connect the library to the green space of the park and suggested an outdoor reading patio. A reading tree would define the space and provide shade. It would also connect to the concept of knowledge, learning and growth.

They proposed a fence around the space that would both block the view of the parking lot and reveal the park. A curved trellis would visually connect the space to the round wall within the library.

A sculptural fountain would provide a soothing water noise and soften the acoustics. In the proposed design, one storefront door would connect the building to the space. They envision the space as a favorite reading space or program space for children on field trips.

Mr. Casserley thanked Mr. McDermott and Mr. Dragon for approaching the Foundation with this idea. A stronger connection between the library and the park is something the community has requested. Harmon Construction and TK Architects listened closely to our concerns about safety and found creative solutions to envision an enjoyable space. Mr. Casserley shared that he thinks this will be a tremendous addition.

The Board asked why the decision was made to have only one entrance to the space. Mr. Casserley responded that it is a security measure for safety of children accessing the area.

Ms. Mong reminded the Board that this Saturday is the 6 by 6 ribbon cutting and birthday celebration at Antioch.

Other upcoming events include the ROI study breakfast meeting scheduled for September 24<sup>th</sup>. Ms. Mong requested the Board RSVP to Theresa Woolley with KU.

The Mt. Holyoke event will be held on Saturday, September 26th.

Ms. Mong shared that she had a great experience discussing the Library and Foundation on the KC Cares Radio program. The opportunity came to the Foundation through a recommendation by Royals Charities.

Ms. Mong thanked Ann Blessing, Foundation Board member, Kathy McGinley and Neil Shortlidge who participated in the Roasterie cupping event to select a coffee blend for the library. The blend is a medium roast and staff and patrons were engaged to help name the blend.

Ms. Mong announced that the winning name is: Freedom of Espresso.

The blend will be launched at the Pinnacle Awards and it will be available for sale online and in the Friends Bookstores.

The Pinnacle awards will be held on October 22<sup>nd</sup>. Musicians highlighted through the Library's Listen Local program will be featured. The Foundation is finalizing ticket sales now.

# **BOARD OF COUNTY COMMISSIONER REPORT**

Commissioner Osterhaus referred to the Kansas City Star article on TIFs. Commissioner Osterhaus has asked county staff for preliminarily research on the county effects of TIFs. Overland Park will be reviewing their TIF policies. The Board of County Commissioners may be making suggestions.

# **BOARD COUNSEL REPORT**

Mr. Logan noted that last month the Board discussed a revised Monticello resolution. The resolution is being worked on by county staff, bond counsel and Mr. Logan and it will be presented to the Library Board at the October meeting.

Mr. Casserley adjusted the agenda to begin review of the Administrative Regulation Manual (ARM) policies.

Deputy Director, Tricia Suellentrop, presented the reviewed ARMs to the Library Board. She presented six ARMs with recommended revisions, one that staff recommend rescinding and seven with no recommended changes.

Library staff reviews the ARMs every two to three years to keep them current. Mr. Logan then reviews any revisions suggested by staff and then the ARMs are then brought before the Board for approval.

ARMS with suggested revisions included:

- 20-10-10, Hours of Service This change brings us into compliance with the current hours that were put in place on 4/1/2015.
- 20-10-12, Facility Closing for Inclement Weather The change is procedural. The stricken portion has been moved into procedure that follows county procedures.
- 20-10-85, Patron Comments The policy has been broadened.
- 20-10-91, Overdue, Lost or Damaged Materials Fee Schedule. The stricken line regards laptops which are no longer loaned.
- 50-20-20, Compliance with ADAAA Changes reflected updated language to match the county policy. There are no changes to the intent of the policy.
- 50-20-50, Surplus Property A clarifying word has been added.

ARM recommended to be rescinded:

50-20-60, Sale of Gift Items - Staff recommends rescinding the sale of gift items. The policy was
written when the library had a gift fund. Sales now go through the Friends and Foundation
making the policy unnecessary.

Mr. Logan advised that this policy should be rescinded. In his opinion the regulation is no longer needed.

**MOTION:** Amy Ruo moved that the Library Board of Directors approve changes to ARMs 20-10-10, 20-10-12, 20-10-85, 20-10-91, 50-20-20, 50-20-50 and the recommendation to rescind ARM 50-20-60.

SECONDED: Mitra Templin

# MOTION CARRIED UNANIMOUSLY

Ms. Suellentrop presented the ARM policies for consideration of reaffirmation by the Board. These policies have been reviewed by staff and no changes have been made.

- 20-10-11, Holiday closings
- 20-10-30, Denial or Restriction of Library Use
- 20-10-55, Theft of Library Property
- 20-10-61, Unattended Children and Parental Responsibility
- 20-10-90, Fee Schedule
- 20-10-95, Waiving Patron Fines
- 50-20-30, Travel

**MOTION:** Amy Ruo moved that the Library Board of Directors reaffirm ARMs 20-10-11, 20-10-30, 20-10-55, 20-10-61, 20-10-90, 20-10-95, 50-20-30 **SECONDED:** Mitra Templin

## MOTION CARRIED UNANIMOUSLY

## COUNTY LIBRARIAN'S REPORT

Mr. Casserley noted that there is statistics error in the Board report regarding digital downloads. The calculation in the spreadsheet is incorrect. The correct number should show a 32% increase. There

was an error in the calculation formula that caused the percentage to be incorrect. The formula has been corrected and the percentages will be correct in Board reports going forward.

# Budget

Nicki Neufeld, Finance Director, addressed the board. Ms. Neufeld reported that revenue is a little ahead this year. Expenses for the operating fund are at 61%, which is on pace. It is slightly more than the 58% of the year that we have gone through; it is expected because the larger number reflects the collection dollars that are encumbered.

Mr. Casserley thanked Ms. Neufeld commenting that we appear to be steadily moving to the end of the year.

# **Strategic Plan**

Mr. Casserley invited Youth Information Specialist, Mary Shortino, Reference Librarian, Ashley Fick and Teen Librarian, Angel Dew to give a presentation on their very successful program about race that centered around *Some of My Best Friends are Black* by Tanner Colby.

Ms. Shortino opened the presentation with the question, "When did you first realize that race matters?" She shared her personal story and interest in the subject of race. She first tried to host a program about race at the Cedar Roe library, but it was unsuccessful when no one attended.

Still interested in the subject, she read the book *Some of My Best Friends are Black* by Tanner Colby. She was intrigued by the book, specifically the discussion the author has about the history of the dividing line between the white population and black population in Kansas City.

Ms. Shortino began to collaborate with Ms. Fick, Ms. Dew and the civic engagement committee to plan a robust program. The committee quickly determined to build a program that was more than an author visit. They designed a program that would engage patrons at all ages.

Johnson County Library partnered with Johnson County Community College to bring Tanner Colby to Johnson County Library for an author visit and panel discussion. A story time was planned for children to blend paints and talk about the colors that combine to make skin tones. They also partnered with Blue Valley North High School to integrate the book into the classroom curriculum of a sociology class.

Several teachers from Raytown High School attended the event and chose to integrate the book into their curriculums as well. 400 Raytown students read the book and held active discussion groups around the topic of race.

This summer the committee held two teacher summits and pulled in over 30 educators from around the region to discuss bringing this curriculum into the classroom and facilitating discussion around race.

The program is still building momentum and impact.

The committee has been approached by the National Conference on Race and Ethnicity to speak on the program and how public libraries can play a role in bringing communities and organizations together. They are excited to share what a public library can do.

The committee thanked the Foundation for their support of the program.

Mr. Shortlidge recommended the book *The King of Kings County* by Whitney Terrell which is a fictionalized account of the creation of the neighborhoods of Kansas City.

Mr. Casserley stated that this program is a model of partnering with educational institutions and also amplifying the partnerships. He is thankful for the librarians who are reaching out to make these connections.

# **Central Building Upgrade report**

Scott Sime present on the CBU project.

The project is on time and still on budget. Phase two is in full swing; the new framing and drywall is up. The front restrooms are in progress.

Next Steps:

- Finish and reopen front restrooms
- Phase two painting, new ceiling work and new lighting,
- Collection maintenance

The construction is past the halfway point.

Mr. Shortlidge shared that he recently took a tour of the construction and that the remodeled restrooms will be an amazing difference for patrons.

# Comprehensive Library Master Plan (CLMP) timetable

Mr. Casserley stated that last month the Board instructed him to move forward with a Request for Proposal for the Monticello project. After discussion with the County Facilities department, Mr. Casserley would like to recommend that the Board learn more about the term and supply process and how they compare to RFPs. One difference is the lower risk in the term and supply process.

Next month he will present how the Public Building Commission (PBC) works and compare advantages and disadvantages in the term and supply process versus the RFP process.

Facilities will discuss roles and authority of stakeholders in the CLMP, specifically the roles and authority of the Library Board in relation to the PBC. The Library Board will have the option of PBC bonding or the option to go under general obligation debt.

Next month, finance will make a presentation about the property tax cap and provide updated information on effects it may have long term.

In addition, next month the Library Board will talk about a resolution to use Monticello phase I money for the Monticello phase II project. If adopted by the Library Board the resolution will be taken to the BoCC and then the PBC. Mr. Logan will be working with bond counsel on the language.

Mr. Casserley stated that the Board will need to make a decision about public art for the Monticello project. The county typically budgets 1% of the capital costs for the entire project for public art.

Mr. Casserley shared that the design of Monticello will probably start near the end of this year once an

architectural firm has been selected. A plan will be presented to the CIP committee in March of 2016. We would begin working with the Shawnee City Planning commission in April of 2016. We would go through a programming process in May, June and July. Engagement meetings would occur in August. Bond sales in November and groundbreaking in February 2017. Opening would tentatively occur in 2018.

# **Operating Center**

On review of Group 4's notes, Mr. Casserley questioned the wisdom of spending 8 to 9 million dollars on an operating center without a strong case for the need.

At Johnson County Library we gain efficiencies by floating our collection. A sorting center would significantly change our operation. Mr. Casserley questioned if an operating center would give us more efficiencies than floating system we currently have in place. He also questioned if gained efficiencies would be significant enough to make an operations center make sense.

Mr. Casserley proposed that money be spent from our reserves to work with a logistics consulting firm for a feasibility study on an operations center.

Ms. Templin asked if Group 4 answered some of these questions in their work. Mr. Casserley responded that it was out of scope for them. Group 4 thought there would be savings in getting space back in our buildings; in addition sorting centers are a successful model for other library systems. The recommendation for an operations center also dates back to the 2009 facility master plan.

Mr. Nelson asked if Antioch would be considered as an alternative location for the operating center in the analysis. Mr. Casserley responded that it would.

Ms. Templin asked about anticipated costs of the logistics study. Mr. Casserley did not have an estimate.

Mr. Casserley stated that the library is forming a team that will reach out to other libraries who have operating centers. The team will also reach out to consulting firms.

Mr. Casserley shared that the Library is still open to working with the city of Lenexa. The next step will be for Lenexa to bring a memorandum of understanding or agreement to us that explains the proposal. In November 2016 the library would float a bond.

He also shared that the Library doesn't have capacity to run multiple building projects at one time.

Mr. Nelson asked if there has been any motion with the land around Blue Valley. Mr. Casserley responded that we haven't moved forward yet. He will be engaging the city of Overland Park to open discussion.

# **CONSENT AGENDA**

**MOTION:** Amy Ruo moved that the Library Board approve the consent agenda. **SECONDED:** JR Riley

# MOTION CARRIED UNANIMOUSLY

# **EXECUTIVE SESSION**

**MOTION:** Amy Ruo moved that the Board recess into executive session under the personnel matters of non-elected personnel exception to the Open Meetings Act in order to discuss the performance evaluation of the County Librarian with the open meeting to resume at 5:32. **SECONDED:** Mitra Templin

# MOTION CARRIED UNANIMOUSLY

The Library Board returned to open session at 5:32 p.m. No votes were taken.

MOTION: Amy Ruo moved to extend the executive session by 30 minutes in order to continue the annual performance evaluation of the County Librarian with the open meeting to resume at 6:02 p.m.

SECONDED: Mitra Templin

# MOTION CARRIED UNANIMOUSLY

The Library Board returned to open session at 6:02 p.m. No votes were taken.

# ADJOURNMENT

MOTION: Mitra Templin moved to adjourn the meeting

SECONDED: Amy Ruo

# MOTION CARRIED UNANIMOUSLY

Meeting adjourned at 6:03 p.m.

DATE\_\_\_\_\_

SECRETARY\_\_\_\_\_ Pam Robinson

CHAIRMAN\_\_\_

SIGNED\_\_\_

Sean Casserley

Neil Shortlidge

## JOHNSON COUNTY LIBRARY

## SUMMARY OF NEW AND/OR **RENEWED CONTRACTS** Aug-15

VENDOR

BilioCommons Oklahoma Dept. of Corrections Tutor.com

Clark Enerson Partners

# DESCRIPTION

DESCRIPTION	AMOUNT
Biblio Union Catalog	\$37,227.00
Digital yearbook project	\$0.00
Library, remote and mobile access	\$25,550
Communication dept. relocation and	
consolidation	\$6,800.00
Total	\$69,577.00

SIGNED:

**Finance Director** 

## JOHNSON COUNTY LIBRARY TOTAL REVENUE REPORT

August 2015

67% of Year Lapsed

<b>REVENUE ALL FUNDS</b>	2015 2015		% Budget	% Budget	
	Year to Date	Budget	Year to Date	YTD Prior Year	
Ad Valorem	18,562,439	20,790,357	89%	99%	
Ad Valorem Delinquent	178,298	214,495	83%	72%	
Motor Vehicle	1,058,211	2,236,495	47%	51%	
Library Generated - Copying/Printing	62,733	93,530	67%	54%	
Library Generated - Overdues / Fees	480,908	739,500	65%	46%	
Sale of Library Books	37,521	50,000	75%	50%	
Misc Other	6,314	48,551	13%	27%	
Library Generated - Other Charges	41,626	322,050	13%	22%	
Investment	44,130	86,374	51%	35%	
Unencumbered Balance Forward	0	446,865	0%	0%	
Recreational Vehicle Tax	3,085	6,958	44%	33%	
Heavy Trucks Tax	2,678	1,464	183%	104%	
Rental Excise Tax	13,086	26,716	49%	56%	
State and Federal Grants	147,152	206,788	71%	1%	
TOTAL REVENUE	\$20,638,182	\$25,270,143	82%	52%	

#### JOHNSON COUNTY LIBRARY: Summary of Expenditures by Cost Category August 2015 67% Year Lapsed

OPERATING FUND	2015	2015	% Program
Programs	Year to Date	Budget	Expended
Administrative Services	2,697,979	4,603,940	59%
Information Technology	1,484,755	2,189,844	68%
Collection Development	2,148,428	3,412,889	63%
Branch/Systemwide Services	7,821,674	12,037,668	65%
Risk Management Charges	59,945	79,926	75%
Library Tax Increment		124,178	0%
Grants *	149,869	233,066	64%
Transfer to Capital Projects		436,865	0%
Interfund Transfers			
TOTAL OPERATING FUND EXPENDITURES	\$14,362,649	\$23,118,376	62%

\* Includes expenditures for 2015 calendar year only. The life of the grant may cover more than one year.

SPECIAL USE FUND	2015 Year to Date	2015 Budget	% Budget Expended
Contractual Services (General Maintenance)	5,667	16,305	35%
Commodities (Capital Equipment)	138,670	192,564	72%
Transfer to Debt Payment	1,106,979	990,598	112%
Transfer to Capital Projects	103,368	952,300	11%
TOTAL SPECIAL USE FUND EXPENDITURES	\$1,354,684	\$2,151,767	63%
TOTAL EXPENDITURES	\$15,717,333	\$25,270,143	62%

#### JOHNSON COUNTY LIBRARY: Summary of Expenditures by Type August 2015 67% of Year Lansed

67% of	Year	Lapsed
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ALL FUNDS	Categories	2015 Year to Date	2015 Budget	% Categories Expended
	Salaries and Benefits	9,314,481	14,601,228	64%
	Contractual Services	2,394,502	3,388,487	71%
	Commodities	2,238,190	4,105,083	55%
	Capital - Operating	0	8,412	0%
	Risk Management Charges	\$59,944.50	79,926	75%
	Library General Tax Increment	0	124,178	0%
	Capital / Maintenance / Repair	350,000	786,865	44%
	Transfer to Debt Payment	1,106,979	990,598	112%
	Transfer to PBC Capital Leases	103,368	952,300	11%
	Grants	149,869	233,066	64%
		\$15,717,333	\$25,270,143	62%

#### JOHNSON COUNTY LIBRARY

#### **GRANTS MONTHLY REPORT**

GRANTS*	Expenditures through 8/31/15	Source	Received	Expend By	Expenditures	Grant Award	Budget Remaining
	2014 Check up and Check Out 2013 6by6 Activity Kits 2014 Kansas Town Hall 2015 State Grant	State Federal	Jul-14 Jul-13 Dec-14 Mar-15	Dec-14 Dec-14	\$1,600.98 \$2,262.77 \$1,912.00 \$97,563.09	\$5,250.00 \$4,289.90 \$1,912.00 \$145.006.96	\$3,649.02 \$2,027.13 \$0.00 \$47,443.87

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

#### Monticello Land Acquisition

REVENUE	TO DATE	BUDGET
Library Fund Transfer	\$100,000	\$100,000
Bond Sale Proceeds	\$710,000	\$710,000
TOTAL REVENUE	\$810,000	\$810,000

		BUDGET
EXPENDITURES	TO DATE	REMAINING
Earnest Money for Land Purchase	\$50,000.00	
Land Purchase	\$713,778.64	
Engineering	\$7,015.00	
Site Survey	\$1,900.00	\$37,306.36
TOTAL EXPENDITURES	\$772,693.64	\$37,306.36

#### Scheduled Replacement Account

REVENUE

REVENUE RECEIVED TO DATE

2011 Operating Fund Transfer	360,175.00			
2012 Operating/SU Fund Transfer				
	642,934.00 551,250.00			
2013 Operating/SU Fund Transfer				
2014 Operating/SU Fund Transfer	330,566.00			
Total Revenue	1,884,925.00			
	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Concrete Work - Antioch	28,900.00			
Grounds & Concrete Work - Blue Valley	43,800.00			
Furnishings and Equipment	19,538.42	104,730.19	12,960.81	2,077.93
Vehicle Replacement	26,476.00	38,362.71		9,000.00
Shawnee Roof Replacement	10,797.60	1,200.10		
Painting Lights & Improvements - CRL		1,470.00	80,511.00	
CRL Parking Lot Improvements	82,951.00	,		1,705.00
Monticello Vending Solution Design		9,482.50		,
Site Improvements - AN & CRL	4,414.00	-,	687.50	
Drainage Repairs - Corinth	4,730.00			
Roof & Window & Fire System Replacement - CRL	8,400.00	3,724.00	118,071.10	31,420.99
Carpet/Tile Replacement - Blue Valley	6,433.00	-,		,
Parking lot Maintenance - Cedar Roe	-,		15,040.00	
Copier Replacement - Creative Services	11,415.00			
Parking Lot Repair - Gardner	4,063.03			
Parking Lot Repair & Boiler Replace - Antioch	33,180.00			91,193.27
Remove bookcases/Painting - CO Meeting & Reading Re		2,750.00	1,575.00	01,100.21
Painting & Security upgrades- Oak Park		2,750.00	1,070.00	1,554.00
Painting/Furnishings Gardner		1,880.00	5,976.26	1,004.00
Carmack Room Blinds	6,994.00	1,000.00	3,970.20	
	6,994.00	5 650 00		0.040.00
Office Remodel / Security upgrade LE		5,650.00		8,043.00
Security System Upgrade - Blue Valley		8,138.00		
Blind Replacement & Furnish - OP		1,958.68	14,651.03	
HVAC Improvements - Antioch		108,235.97		
Concrete Repairs - Shawnee		24,750.00	5,875.00	
Handicap Ramp / landscape- Gardner		3,275.00		
Office Remodel - Blue Valley	24,000.00	11,650.00		
Electrical & Security Camera Installation - CR	664.00	16,701.24	24,360.00	
Roof Repairs - Corinth		39,483.20		
Stack Moving for Carpet Replacement - CRL		8,370.00		
Emergency Lighting & Electrical work - CRL		8,750.00	62,123.00	15,476.01
Carpet Replacement - AN & SSB furnishings		13,577.00	1,839.85	
Carpet Replacement - Shawnee		48,312.25		
Leawood Sorter Installation		54,167.13	5,318.84	
Retaining Walls - Corinth		13,825.00		
HVAC Improvements - Corinth		13,800.00		
HVAC Improvements - Shawnee		15,285.00		
Edgerton Environmental Sampling		712.80		
Carpet & Security System Improvement - Lackman		898.00	815.00	1,520.00
Entryway Handrail Repair - Corinth		250.00		
Fence Repair - Antioch		3,700.00		
Rear Entry Modifications - Antioch		1,375.00	725.00	
Electrical Upgrades/Furnishings - Lackman		5,304.00	6,513.16	
Circulation Area Remodel - Shawnee		11,250.00	0,010.10	
Grounds BV/ Remodel & Landscape		1,200.00	22,875.50	5,625.00
LE Cabinet Heater w/ T-Stat option			1,586.56	3,023.00
Security Improvements DE/ED/SH			9,594.00	
Carpet/Furnishing CO			9,594.00	
				0 40E 70
CRL Furnishings/Painting/Carpet			39,591.66	3,185.76
Architectural Services - CRL-Roof Repair			9,961.25	12,030.12
Shawnee Interior Renovation/Remove Door Frame				11,081.99
Lackman Carpet/Furnishings				4,305.40
Concrete replacement - Cedar Roe				4,969.00
Masonry Repair - Shawnee				6,468.00
Water Heater Install CRL				5,850.00
Passenger Vehicles				30,763.25
Shawnee Electrical Project Cat5, etc				7,455.00
Corinth repairs and replacements				4,150.00
CRL Flooring				4,351.00
Computer Stations at Shawnee				14,599.43
Interior Painting at Antioch				9,719.50
Millcreek Shelter Assembly and Install				8,776.00
Plumbing at Corinth - New Gas Line				7,465.00
Commputer and Study Room Furniture AN				43,200.40
Digging parking lot for drainage pipe, backfill - COR				3,600.00
	316,756.05	585,827.77	451,663.99	349,585.05
Budget Bemaining	191 002 14			

Budget Remaining

181,092.14

\$

### **Expenditure of Friends of the JCL Donations 2015**

Expenditure Details	Payee	Current Month	YTD
Volunteer Recognition		\$159.61	\$159.61
Advertising/Promotion		\$0.00	\$6,000.00
Collection Materials		\$0.00	
Professional Development/Staff Recognition		\$225.00	\$2,340.29
Technology/Recruitment Consulting & Expenses		\$0.00	\$7,924.00
Card Services		\$0.00	\$0.00
Homework Help and Tudor.com		\$0.00	
Summer Reading Club/Elementia		\$0.00	\$1,401.95
Other Library Programming		\$0.00	
MidAmerica Regional Council		\$0.00	
Board Travel Expences		\$889.50	\$889.50
Miscellaneous		\$0.00	
Total Expenditures		\$ 1,274.11 \$	18,715.35

#### JOHNSON COUNTY LIBRARY GIFT FUND TREASURER'S REPORT Period: AUG-2015

 Receipts
 Payments
 Balance

 Opening cash balance
 \$159,256.00

 Add Receipts
 \$155.51

 Less Payments
 \$159.96

 Ending Cash balance
 \$\$59.96

 Less Liabilities
 \$\$25.48

 Unobligated cash balance
 \$\$159,326.07

APPROVED:

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

#### JOHNSON COUNTY LIBRARY

#### Board of Directors October 8, 2015

AGENDA ITEM: VI. A. Consideration of the In-Kind Donation of a Space to be Constructed at the Central Resource Library

#### **ISSUE FOR BOARD DETERMINATION:**

Whether to allow staff to assist the in-kind donors (TK Architects, Harmon Construction, and MBB Design) in the construction of a seating area to the south of the Central Resource Library.

#### DISCUSSION:

Harmon Construction and MBB Design approached the Johnson County Library Foundation with the idea of conceiving a unique space for the Central Resource Library to be constructed as an in-kind donation. After a few rounds of meetings and design proposals, an outdoor seating area was selected as the winning design.

Harmon Construction enlisted the assistance of TK Architects, and the two companies presented their design to the Library Board in September 2015. The Board gave the proposal positive feedback.

#### **REVIEW BY BOARD COUNSEL:**

Counsel has reviewed this agreement.

#### **BUDGET IMPACT:**

The budget impact of this project will be small, as the construction is being donated. The impact to the Library's operating budget will take the form of ongoing maintenance and upkeep costs.

#### **<u>RECOMMENDATION</u>**:

That the Johnson County Library Board of Directors authorize staff to pursue the construction of this space once the Central Building Upgrade has been completed.

#### **PERSON(S) RESPONSIBLE:**

Sean Casserley John Helling

#### JOHNSON COUNTY LIBRARY Board of Directors October 10, 2015

AGENDA ITEM: VII. A. Consideration of Memorandum of Understanding between Johnson County Library and Johnson County Facilities Management Department

#### **ISSUE FOR BOARD DETERMINATION:**

Whether the Library Board of Directors should approve the renewal of the Memorandum of Understanding between Johnson County Library and the Johnson County Facilities Management Department.

#### DISCUSSION:

The Memorandum of Understanding is an update of a previous MOU with the Johnson County Facilities Management Department dated May 8, 2014. The MOU memorializes the working relationship between the Board of Directors of the Johnson County Library and the Johnson County Facilities Management Department.

The Library owns and operates library facilities and the Facilities Management Department has extensive expertise in the management of public facilities. The Library wishes to make use of that expertise, particularly in construction and renovation projects, including those projects that arise from the comprehensive library master plan.

The Library and Facilities Management Department will jointly develop procedures over time to address processes in their working relationship.

#### **<u>RECOMMENDATION</u>**:

That the Library Board of Directors approves the Memorandum of Understanding with the Johnson County Facilities Management Department.

#### PERSON(S) RESPONSIBLE:

Sean Casserley

#### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) dated October 1, 2015, memorializes the working relationship between the Board of Directors of the Johnson County Library (the Library) and the Johnson County Facilities Management Department (the Department). This MOU updates a previous memorandum of understanding dated May 8, 2014.

1.0 The Library owns and operates library facilities in the Johnson County Library taxing district pursuant to K.S.A. 12-1223. It also establishes regulations for those facilities pursuant to K.S.A. 12-1225.

2.0 The Facilities Management Department has extensive expertise in the renovation, construction and management of public facilities.

3.0 The Library wishes to make use of that expertise, particularly in construction and renovation projects, including pending projects associated with the Comprehensive Library Master Plan. The Library and the Facilities Management Department accordingly agree that on such projects the Department will provide the Library consultation and management services on planning, budgeting, consultant and contractor relationships, implementation of consultant and contractor agreements, and consultant and contractor payments on such projects. The Library shall be consulted by the Department as the Department provides the services described in this MOU.

4.0 The parties will jointly develop procedures over time to address the items set forth in paragraph 3.0, as their working relationship progresses.

5.0 The Library shall retain all statutory authority set forth in K.S.A. 12-1218, et seq.

6.0 This MOU shall run through the 2016 calendar year and shall be renewable on an annual basis.

Brad Reinhardt Director, Johnson County Facilities Management Department Sean Casserley Johnson County Librarian

Neil Shortlidge Chair, Board of Directors of the Johnson County Library

# Second Saturdays

# viva la fiesta segundo sábado 10 oct



Para publicación inmediata 30 de septiembre, 2015 Contacto Christopher Leitch leitchc@jocolibrary.org 913-826-4301 (oficina) 913-244-7774 (celular)

#### SEGUNDO SABADO A BIBLIOTECA DE JOHNSON COUNTY

Únase a nosotros en un día inspirado en la cultura Latina – actividades para toda la familia. Anteriormente Festival Latino

Join us for a day inspired by Latino culture. Activities for the whole family. Formerly the Latino Festival.

http://www.jocolibrary.org/espanol/viva-la-fiesta

#### ANTIOCH LIBRARY 8700 Shawnee Mission Pkwy

10 - 10:30am¿Viva la Fiesta!: Spanish BilingualStorytime / Jardín de CuentosEnjoy stories, songs and finger plays in Spanish andEnglish. Recommended for ages 3 and up.

Cuentos, canciones y rimas infantiles en español e inglés de 3 años en adelante.

#### BLUE VALLEY LIBRARY 9000 W. 151st

11am - 1pm

¡Viva la Fiesta!: Hands-On: Amate Painting

Manufactured in Mexico since the time of the Aztecs, amate is a paper made from the bark of fig and mulberry trees, with modern paintings often featuring flowers, birds and plants. Paint your own masterpiece - take home inspired by the technique.

Fabricado en México desde el tiempo de los aztecas el amate es un papel hecho de corteza de árbol de ficus, en la actualidad se pintan comúnmente flores, pájaros y plantas. Dibuja tu propia obra maestra en la técnica del amate para llevarla a tu casa.

#### **CEDAR ROE LIBRARY** 5120 Cedar

10am - 2pm *¡Viva la Fiesta!: Day of the Dead* Join us in celebrating the beautiful Mexican holiday of El Día de los Muertos. Original creations honoring friends and family members who have passed away will be displayed as part of our ofrenda (altar). The ofrenda will feature artwork made by local students.

Únase a nosotros en la celebración de este bellísimo día festivo mexicano, el Día de los Muertos. Tendremos diseños originales para recordar a los amigos y familiares fallecidos, dichos diseños formarán parte de la ofrenda o Altar de Muertos que será enteramente hecha por estudiantes locales.

#### 11am – Noon ¡Viva la Fiesta!: Listen Local: Amado Espinoza

Featured in Listen Local, Amado Espinoza is a native of Bolivia currently living in Overland Park, Kansas. He is not only a master of many traditional Andean, African, Aztec, Hawaiian, Indian and Arabic instruments but is himself an inventor of musical instruments, many of which he uses compose original works. For adults and families.

#### CORINTH LIBRARY 8100 Mission Road

Noon - 12:30pm *¡Viva la Fiesta!: Piñata* Who doesn't love grabbing a bat and taking a whack at a piñata? Celebrate our Latino community with traditional piñata fun!

¿A quién no le gusta abrir una piñata o por lo menos intentarlo? Ven y disfruta con nosotros la diversión de la tradicional piñata.

1 - 2pm *¡Viva la Fiesta!: Tango Dance Lesson* Come learn the passionate dance of tango in a relaxed group environment. Partners are not required but suggested. This is an instructor-led dance class with classic Argentine tango music.

Ven y aprende a bailar tango en un ambiente tranquilo, no se requiere pareja pero es mejor tener una.

2 - 3pm *¡Viva la Fiesta!: Music* @ *the Library* Enjoy the festivities by relaxing and taking in the instrumental music of the Goldenberg Duo. Come early get the best seats.

Disfruten del evento con el concierto de música instrumental del extraordinario Dúo Goldemberg y Sandra, La Voz Romántica, con su coro de niños. Vengan temprano para que encuentren buenos puestos.

#### DESOTO LIBRARY 33145 W. 83rd St

11am - 1pm

¡Viva la Fiesta!: Hands-On: Amate Painting

Manufactured in Mexico since the time of the Aztecs, amate is a paper made from the bark of fig and mulberry trees, with modern paintings often featuring flowers, birds and plants. Paint your own masterpiece - take home inspired by the technique.

Fabricado en México desde el tiempo de los aztecas el amate es un papel hecho de corteza de árbol de ficus, en la actualidad se pintan comúnmente flores, pájaros y plantas. Dibuja tu propia obra maestra en la técnica del amate para llevarla a tu casa.

#### EDGERTON LIBRARY

10 - 10:30am ¡Viva la fiesta!: Spanish Bilingual Storytime / Jardín de Cuentos

Enjoy stories, songs and finger plays in Spanish and English. Recommended for ages 3 and up.

Cuentos, canciones y rimas infantiles en español e inglés de 3 años en adelante.

#### GARDNER LIBRARY 137 E. Shawnee

Noon - 12:30pm *¡Viva la Fiesta!: Piñata* Who doesn't love grabbing a bat and taking a whack at a piñata? Celebrate our Latino community with traditional piñata fun!

¿A quién no le gusta abrir una piñata o por lo menos intentarlo? Ven y disfruta con nosotros la diversión de la tradicional piñata.

1 - 2pm *; Viva la Fiesta!: Salsa Dance Lesson* Let the music take control of your feet as you learn salsa with a professional instructor! This fun class will be for individuals and partners.

2 - 3pm *¡Viva la Fiesta!: Music* @ *the Library* Enjoy the festivities by relaxing and taking in some Latininspired music. Come early - get the best seats.

Disfruten del evento con el concierto de música latina. Vengan temprano para que encuentren buenos puestos.

#### LACKMAN LIBRARY 15345 W. 87th St

10 - 10:30am *¡Viva la fiesta!: Spanish Bilingual Storytime / Jardín de Cuentos* Enjoy stories, songs and finger plays in Spanish and English. Recommended for ages 3 and up.

Cuentos, canciones y rimas infantiles en español e inglés de 3 años en adelante.

Noon - 12:30pm *¡Viva la Fiesta!: Piñata* Who doesn't love grabbing a bat and taking a whack at a piñata? Celebrate our Latino community with traditional piñata fun!

¿A quién no le gusta abrir una piñata o por lo menos intentarlo? Ven y disfruta con nosotros la diversión de la tradicional piñata.

LEAWOOD PIONEER LIBRARY 4700 Town Center Dr

11am - 1pm *¡Viva la Fiesta!: Hands-On: Amate Painting* 

Amate is a paper made from the bark of fig and mulberry trees, with paintings often featuring flowers, birds and plants. Paint your own masterpiece to take home inspired by the technique.

Fabricado en México desde el tiempo de los aztecas el amate es un papel hecho de corteza de árbol de ficus, en la actualidad se pintan comúnmente flores, pájaros y plantas. Dibuja tu propia obra maestra en la técnica del amate para llevarla a tu casa.

#### LEAWOOD PIONEER LIBRARY continued

Noon - 12:30pm; Viva la Fiesta!: Piñata

Who doesn't love grabbing a bat and taking a whack at a piñata? Celebrate our Latino community with traditional piñata fun!

¿A quién no le gusta abrir una piñata o por lo menos intentarlo? Ven y disfruta con nosotros la diversión de la tradicional piñata.

2 - 4pm

elementia Presents: An Amate Painting Workshop Bring your creativity and make some art with a bona fide

artist. Participants will create a drawing eligible for submission - "elementia," a literary arts magazine published by Johnson County Library - represent and uplift young adults. Supplies provided. Ages 13-19.

#### OAK PARK LIBRARY 9500 Bluejacket

10 - 10:30am

¡Viva la fiesta!: Spanish Bilingual Storytime / Jardín de Cuentos Enjoy stories, songs and finger plays in Spanish and

English. Recommended for ages 3 and up.

Cuentos, canciones y rimas infantiles en español e inglés de 3 años en adelante.

10am – Noon ¡Viva la Fiesta!: Music @ the Library

Enjoy the festivities by relaxing and taking in the instrumental music of the Goldenberg Duo. Come early get the best seats.

Disfruten del evento con el concierto de música instrumental del extraordinario Dúo Goldemberg y Sandra, La Voz Romántica, con su coro de niños. Vengan temprano para que encuentren buenos puestos.

11am - 1pm ¡Viva la Fiesta!: Hands-On: Amate Painting

Manufactured in Mexico since the time of the Aztecs, amate is a paper made from the bark of fig and mulberry trees, with modern paintings often featuring flowers, birds and plants. Paint your own masterpiece - take home inspired by the technique.

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Noon - 1pm ¡Viva la Fiesta!: Piñata ¿A quién no le gusta abrir una piñata o por lo menos intentarlo? Ven y disfruta con nosotros la diversión de la tradicional piñata.

Who doesn't love grabbing a bat and taking a whack at a piñata? Celebrate our Latino community with traditional piñata fun!

1 - 2pm Comic Book Workshop with Amigoman Take your story and make it into a comic book. In this workshop, facilitated by Amigoman, participants will create their own story and illustrations. Materials will be provided.

#### **OTROS ACTIVIDADES A OAK PARK**

CONVERSANDO EN INGLÉS / 9 – 11 am ENGLISH CONVERSATION sábados, 3, 10, 17, 24, 31 de octubre 2015

Todos los adultos interesados en aprender y practicar inglés quedan invitados a las clases de conversación los sábados por la mañana.

Presentadores: Los voluntarios de JCL http://www.jocolibrary.org/events/english-conversationpractice-25

#### 6 - 7:30 pm TERTULIAS LATINOAMERICANAS NOCHES DE POESÍA Y MÚSICA jueves, 17 de octubre

La Biblioteca de Oak Park tiene el placer de invitarle a disfrutar del humor en un programa que incluye: trovas, coplas, anécdotas, chistes y adivinanzas del folklore popular y la literatura hispanoamericana y española. Se presentarán la programa en español.

Artistas invitados: Amando Espinoza, Alberto Pedrahita, Julian Zozaya, Karen Lisondra, Sandra "La Vos Romantica" y David Loza. Este programa es gratuito y abierto al público en general.

http://www.jocolibrary.org/espanol

De la Biblioteca de Johnson County La Biblioteca de Johnson County tiene una gran variedad de materiales en español. Puede pedir prestados libros, películas, discos, música, libros en inglés y español, audio libros y revistas: todo esto para niños, jóvenes y adultos. Además, ofrecemos programas, servicios y materiales bibliográficos especialmente para usuarios que hablan español, y todo esto completamente gratis. Explorar nuestro sitio web para más información y contáctenos si desea obtener más información.