



**Topeka & Shawnee County  
Public Library**

**Board of Trustees  
Meeting**

**December 19, 2019**





**Call to Order**

**Public Comment**

**Trustee Advocacy Stories**

**Approval of November 21, 2019 Meeting Minutes of the Trustees - Action Item** Pg. 3

**Chief Financial Officer's Report** – Kim Torrey Pg. 9

**Financial Reports**

- Treasurer's Report – Kacy Simonsen
- Financial Reports – **Action Item** Pg. 12

**The Library Foundation** – Marilyn Ward, Board Chair

**Friends of Topeka and Shawnee County Public Library** – Sherryl Longhofer, Board President

**Board Chair Report** – Liz Post

- Board Effectiveness: Going Electronic in 2020 - Discussion

**Chief Executive Officer** – Gina Millsap Pg. 25

- TSCPL Organizational Chart – Presented by Jesse Maddox, Chief Human Resources Officer

**Chief of Staff** – Thad Hartman Pg. 42

- Facilities Master Plan update

**New Business**

- Bid for Security Camera System - **Action Item** Pg. 50
- Bid for Technical Services Department Relocation - **Action Item** Pg. 53
- Bid for Technical Services Department Furniture - **Action Item** Pg. 56
- Bid for Auditorium Furniture - **Action Item** Pg. 59
- Bid for Bibliotheca Self-Check Kiosk Upgrade Kits - **Action Item** Pg. 62
- Thank you to The Library Foundation – **Action Item** Pg. 63
- Thank you to the Friends of the Library - **Action Item** Pg. 64
- Thank you to Café Manager Doug Petrie - **Action Item** Pg. 65
- Restated and Amended Development & Management Millennium Café Agreement - **Action Item** Pg. 67
- Public Meeting Room and Event Spaces Use Policy– **First Reading** Pg. 77

**Adjournment**

**Next Meeting**

January 16, 2020  
4:00 pm  
Menninger Room 206



**Minutes  
Board of Trustees Meeting  
November 21, 2019  
4:00 pm  
Menninger Room 206**

**Board Members Present**

Liz Post (chair), Jim Edwards (vice-chair), Beth Dobler (secretary), Kacy Simonsen (treasurer) Kerry Onstott Storey, Joan Hicks, Jennifer Miller, Kirsten O'Shea, and Shawn Leisinger

**Absent**

David Monical

Chuck Engel - Associate Attorney Derrick Ulrich with Engel Law, P.A. sat in for Chuck Engel.

**Call to Order**

The meeting of the Board of Trustees of the Topeka and Shawnee County Public Library held on Thursday, November 21, 2019 in the Menninger Room 206 of the Main Building, 1515 SW 10<sup>th</sup> Avenue, was called to order at 4:01 pm by Chair Liz Post.

**Public Comment**

There was no one signed in for public comment. The public comment session was closed.

**Trustee Advocacy Stories**

Kacy Simonsen shared her excitement about upcoming winter library events, specially **Great Writers Right Here**, Saturday, December 7 from 10:00 - 1:00 pm, see website for further details: <https://tscpl.org/event/20191207/great-writers-right-here-book-fair>

Kerry Onstott Storey wanted to ensure that everyone marked their calendars for February 16, 2020. Jeff Kready will be performing at the library, see website for further details: <https://tscpl.org/event/20200216/music-for-a-sunday-afternoon-jeff-kready>

Beth Dobler expressed her appreciation of service provided by library staff member Tonya Foster. Ms. Foster assisted 5<sup>th</sup> graders at Meadow Elementary School with registration of digital library cards and information on the catalog.

Discussion followed with no further questions.

**Approval of Minutes**

On a motion by Jim Edwards, seconded by Kristen O'Shea, the November 21, 2019 Board of Trustees minutes were approved. Motion carried.

**Chief Financial Officer's Report** – Kim Torrey

Chief Executive Officer Gina Millsap sat for Torrey, out of the office due to illness. There were no additions to Chief Financial Officer Kim Torrey's report. Liz Post inquired as to

why the overnight rate was 1.49% compared to 1.42% for a 30-day or 90-day investment. Millsap will inquire of Torrey and will follow up with the board. There were no further questions for Millsap.

### **Approval of the Treasurer's Report**

Board Treasurer Kacy Simonsen reported that she reviewed the financial reports and reviewed and approved the bank reconciliations. On a motion by Kacy Simonsen, seconded by Kerry Onstott Storey, the Treasurer's Financial Report was accepted.

Motion passed unanimously.

### **The Library Foundation Report**

Foundation Chair Marilyn Ward reported The Library Foundation is anticipating the announcement of the new café vendor.

At the October Foundation Board meeting the annual distribution to the library was approved. Annual distribution to the library is based on a 5% distribution of the unrestricted and undesignated non-endowed funds. This year's check is for \$76,029.70 which includes \$7,450 from the Visa Extras Rewards Redemption program.

On November 7th Mr. Jerry Reed was recognized as the Outstanding Volunteer Fundraiser by the Topeka Chapter of the Association of Fund raising Professionals. He was nominated by The Library Foundation for his \$100,000 pledge for the renovations of the Alice C. Sabatini Art Gallery as well as his volunteer work at the Gallery and in the past with the Friends of the Library.

Tis the season for the Christmas ornament project for Dolly Parton's Imagination Library has kicked off in the Chandler Booktique. We appreciate the Friends doing this fundraising project for Imagination Library. For further information on Give the Gift of reading visit: <https://foundation.tscpl.org/give-the-gift-of-reading-3>

The Foundation will begin the annual direct letter mailing campaign the week after Thanksgiving. Annual letters will be mailed to donors and prospects. Approximately 7,000 letters will be sent to homes this year. The current campaign goal is to surpass our all-time highest campaign last year which raised \$78,866.71. Regardless whether your gift is small or large, it makes a difference.

Discussion followed with no further questions.

### **Friends of the Topeka and Shawnee County Library Report**

President Sherryl Longhofer stated that the Annual Friends of the Library met on November 3<sup>rd</sup>. At that time a vote was taken by members to approve five new board members. Recognition was given to Christy Molzen for her service and for taking on the treasurer's

position for the past three years. Current board members, Janice Bingham, Sally Henson, Ruth Nelson and Longhofer will begin their second three- year term.

At the November 12<sup>th</sup> Friend's Board meeting the board approved the loaned employee agreement as well as the library's request for funds. The Friends 2020 budget was approved. Public Services Director Marie Pyko was in attendance and shared with the board some of the activities being planned for the 150th Anniversary Celebration.

Currently Booktique Manger Kelly Robinson is working on getting the shop ready for the busy holiday season. The new storefront window has wonderous gift shop items on display.

There were no further questions for Longhofer.

Kristen O'Shea left at 4:31 pm.

### **Board Chair Report**

Chair Liz Post reported the Executive Committee met on November 12, 2019 at 3:00 pm and reviewed the October 17, 2019 minutes and discussed new business items on the November agenda, all of which are detailed in Gina Millsap's CEO report and set out in each resolution.

As a friendly reminder if trustees are interested in attending the Public Library Association (PLA) in Nashville please follow-up with Executive Assistance Margo Rangel no later than December 16. Information on the Public Library Association (PLA) is included in your packet.

Treasurer, Kacy Simonsen will serve as Chair of the Audit Committee. Appointments for the other two members to the Audit Committee will occur under New Business, seeking volunteers.

In addition, the Executive Committee discussed a list of priorities for 2020 to be presented to the board. CEO Gina Millsap and Chief of Staff Thad Hartman will present Community Impact Goal priorities for 2020.

There were no questions for the Chair.

### **Chief Executive Officer**

Chief Executive Officer Gina Millsap spoke briefly regarding the Architectural Services RFQ process and asked TSCPL trustee Shawn Leisinger to share his experience sitting on the selection committee.

Leisinger stated the committee just completed five interviews with architectural firms. The architectural firms' presentations represented a true desire to provide a good solid job with respect to the library and its future. The committee will decide on two to three firms and visit onsite existing structures.

The Board of Trustees does not require formal action on the recommendation of Architectural Services firm and instructed CEO Millsap and committee to recommend a firm. Discussion followed with no further questions.

### **Chief of Staff**

There were no additions to Chief of Staff Hartman's report.

Discussion followed with no further questions.

### **Board Strategic Involvement**

Gina Millsap, CEO and Thad Hartman, Chief of Staff presented the 2020 Community Impact Goal Priorities including goals, outcomes, services initiatives:

#### Goal

- Every child will be ready for kindergarten

#### Outcomes

- Parents read to kids
- Parents have easy access to books
- Kids learn through play and social interaction
- Kids practice identified skills needed for kindergarten

#### Services and Initiatives

- Dolly Parton's Imagination Library
- Scale up story time
- Learn and Play Bus

#### Goal

- Topeka & Shawnee County will be an engaged community of readers

#### Outcomes

- Staff are experts on reading, books, & authors
- Staff have the necessary resources and training
- Library is accessible & convenient
- Service equity regardless of how difficult it is to visit the main library
- People know where to discover books they like
- Needs & interests are anticipated & presented to make reading exciting & enjoyable

#### Services and Initiatives

- Training with Duncan Smith
- Outreach services plan
- Readers Lounge

#### Goal

- Everyone will discover their passion for learning

#### Outcomes

- People will plan for new possibilities based on what they learn
- The library has space to redefine what learning is and means to encourage a sense of wonder and risk taking

#### Services and Initiatives

- Learning Center program plan

#### Goal

- Everyone will continue learning new ways to live their best life

#### Outcomes

- People learn new ways to engage in civic life
- People participate in the democratic process and civic life

#### Services and Initiatives

- Election Year
- Census

Discussion followed with no further questions.

### **New Business**

#### **Bid for Computer Purchase**

On a motion by Kerry Onstott Storey, seconded by Kacy Simonsen, it was resolved that the Board of Trustees, Topeka and Shawnee County Public Library, approves the bid of \$63,578.45 by Dell Technologies of Round Rock, Texas for the purchase of 75 desktop computers, 40 monitors with a 3-year Advanced Exchange Service warranty. This expenditure is part of the regular 4-year computer replacement cycle and is included in the approved 2019 budget, General Fund, Digital Services Support line.

Motion passed unanimously.

#### **Loaned Employee Agreement, The Library Foundation for FY 2020**

On a motion by Jennifer Miller, seconded by Joan Hicks, it was resolved that the Board of Trustees, Topeka and Shawnee County Public Library, approves the bid the Foundation Loaned Employee Agreement for FY 2020 as presented.

Motion passed unanimously.

**Loaned Employee Agreement, Friends of the Library for FY 2020**

On a motion by Jennifer Miller, seconded by Kristen O’Shea, it was resolved that the Board of Trustees, Topeka and Shawnee County Public Library approves the Friends of the Library Loaned Employee Agreement for FY 2020 as presented.

Motion passed unanimously.

**Audit Committee Appointments**

On a motion by Beth Dobler, seconded by Shawn Leisinger, it was resolved that the Board of Trustees, Topeka and Shawnee County Public Library approves the Audit Committee appointments as presented.

Kacy Simonsen, Chair  
Jim Edwards  
Joan Hicks

Motion passed unanimously.

**Memorandum of Understanding with Shawnee County Parks and Recreation Department, renewal**

On a motion by Joan Hicks, seconded by Jim Edwards, it was resolved that the Board of Trustees, Topeka and Shawnee County Public Library approves the updated Memorandum of Understanding with Shawnee County Parks and Recreation Department as presented.

Discussion followed with no further questions.

**Adjournment**

On a motion by Joan Hicks, seconded by Kacy Simonsen, the meeting was adjourned at 5:08 pm.

Motion passed unanimously.

**Beth Dobler, Secretary** \_\_\_\_\_

**Date** \_\_\_\_\_



**Chief Financial Officer's Report  
December 2019  
Kim Torrey**

**Investments and Debt as of November 30, 2019; Bank Account Summary – Page 1**

A transfer was made from the overnight Municipal Investment Pool to a new 30-day investment in the General Fund, Municipal Investment Pool. The overnight rate was 1.25% compared to 1.38% for a 30-day investment.

**Revenue/Expense/Balance by Fund Report – Page 2**

The Gifts/Memorials (Undesignated) Fund is temporarily negative due to pending billings and reimbursements by the Library Foundation.

**General Fund – Pages 3 through 5**

With 91.2% of the budget year completed, 97% of the budgeted revenue has been received and 84% of the approved budget has been expended/encumbered. This compares to 2018 in which 98% of the budgeted revenue had been received and 83% of the approved budget had been expended/encumbered.

One additional tax distribution will be received in mid-December.

All outstanding purchase orders currently reserving budgetary balances will be reviewed before year end and those no longer needed will be closed. This usually results in some additional savings. Some, such as Contracted-Facilities and Vehicle-Repair, are open purchase orders to allow for expected purchases throughout the year and ensure sufficient budget. However, those amounts are not always needed every year.

**Employee Benefit Fund – Page 6**

With 91.2% of the budget year completed, 98% of the budgeted revenue has been received and 82% of the approved budget has been expended/encumbered. This compares to 2018 in which 98% of the budgeted revenue had been received and 77% of the approved budget had been expended/encumbered.

**Capital Improvement Fund – Page 6**

The current available balance for strategic initiatives, facilities expenditures and/or an emergency fund for qualifying expenditures is \$1,197,270.42.

## Debt Service Fund-Bond & Interest – Page 7

Revenues collected to-date are 99% which is the same compared to this time in 2018.

### Purchase Order Notification

In accordance with the Board of Trustees purchasing policy, approved January 19, 2017, notification to the Board is required of all purchases more than \$5,000 and up to \$20,000, including sole source purchases and purchases exempted from the purchasing policy (exempted purchases may exceed \$20,000). Proposed purchases (other than those specifically exempted by the purchasing policy) more than \$20,000 will be brought to the Board for notification and consideration of approval via a resolution.

Type of Purchase	Description	Amount	Vendor
Approved operating budget	Large print purchasing plan	\$6,458.22	Center Point Publishing
Purchase from Foundation funds	Kansas Children’s Discovery Center express passes for checkout by library cardholders	\$8,000.00	Kansas Children’s Discovery Center
Approved operating budget	HP DL325 Server	\$5,250.90	Govconnection, Inc.
Approved operating budget	75 replacement desktop computers and 40 replacement monitors	\$63,578.45	Dell Marketing L.P.
Approved operating budget	16-page Library News	\$9,319.99	Cypress Media LLC
Approved operating budget	Computer hardware upgrade	\$6,060.00	Tech Logic Corporation
Approved operating budget	Annual software maintenance renewal – financial management system	\$14,552.00	Black Mountain Software, Inc.
Library Materials	Annual online subscription to Consumer Reports	\$13,202.00	Ebsco Information Services
Library Materials	Hoopla online	\$20,400.83	Midwest Tape LLC
Library Materials	Adult Blu-Rays and DVD’s	\$6,900.00	Midwest Tape LLC
Library Materials	Annual e-magazine subscriptions	\$22,500.00	Overdrive, Inc.

### Other Items:

- The audit of the 2019 financial year will begin Monday, February 3<sup>rd</sup>. The audit services will be provided by Berberich Trahan and Co., P.A. This is the first year of a three-year term for these audit services.

- There are several resolutions on the agenda this month that will create expenditures.

Bids were received on November 9, 2019 to upgrade the Library's IP security cameras and peripheral equipment, and to virtualize the Library's storage system for security camera videos. TSCPL recommends awarding the bid to American Digital Security, Liberty, Missouri, in the amount of \$89,871.38.

Bids were received on December 3, 2019 to relocate and remodel the Technical Services Department. TSCPL recommends awarding the bid to Kelley Construction Company, Inc., Topeka, KS, in the amount of \$244,700.00.

There are expected to be bids for Technical Services Department furniture and for Auditorium furniture. At the time of my report, the bids had not yet been received for the furniture.

Additional background information is provided within the resolution.

**Topeka and Shawnee County Public Library  
Financial Summary**

11/30/19

	<u>Balance 1/1/2019</u>	<u>Revenue Y-T-D</u>	<u>Expenditures Y-T-D</u>	<u>Balance 11/30/2019</u>
<b><u>GOVERNMENTAL FUNDS</u></b>				
General Operating	\$ 4,754,482.68	\$ 13,453,315.38	\$ 12,732,757.58	\$ 5,475,040.48
Employee Benefits	1,308,606.73	3,046,580.24	3,081,033.68	\$ 1,274,153.29
Capital Improvement	1,833,380.82	17,739.60	503,964.98	\$ 1,347,155.44
Bond & Interest	806,781.00	1,616,028.07	1,648,000.00	\$ 774,809.07
<b><u>NON MAJOR GOVERNMENTAL FUNDS</u></b>				
State Aid	35,331.31	49,628.67	35,667.31	\$ 49,292.67
Federal, State & Local Grants	19.03	2,100.00	2,100.00	\$ 19.03
Other Special Revenue	577,947.99	1,006,912.71	1,205,854.97	\$ 379,005.73
Permanent Funds	230,782.94	(16,708.29)	-	\$ 214,074.65
<b>Totals</b>	<b><u>\$ 9,547,332.50</u></b>	<b><u>\$ 19,175,596.38</u></b>	<b><u>\$ 19,209,378.52</u></b>	<b><u>\$ 9,513,550.36</u></b>

**Bank Account Summary**

General Fund-CoreFirst Bank-Checking	\$ 809,036.58
Restricted Funds-CoreFirst Bank-Checking	395,807.52
Bond & Interest Fund-CoreFirst Bank-Checking closed April 2017	-
Capital Improvement Fund-VisionBank-Money Market Account	1,506,756.93
Cash on Hand	2,364.30
Petty Cash	220.00
Endowment Securities	214,074.65
Municipal Investment Pool - Overnight	2,431,867.37
Municipal Investment Pool - 30-day Fixed	4,500,000.00
Municipal Investment Pool - 90-day Fixed	-
Municipal Investment Pool - 180-day Fixed	-
Capital City Bank - Certificate of Deposit	-
Intrust Bank - Certificate of Deposit	-
Denison State Bank - Certificate of Deposit	-
	<u>\$ 9,860,127.35</u>
Less Pending Claims (invoices posted, but not paid until next month)	-
Less Deferred Revenue (SAM account payments)	312.28
Less Payroll Deduction and Employer Benefit Liabilities	15,464.79
Less Outstanding Checks	330,799.92
	<b><u>\$ 9,513,550.36</u></b>

**Topeka and Shawnee County Public Library  
Revenue/Expenditures/Balance by Fund Report**

11/30/19

	1/1/2019 Cash Balance	Revenues	Prev. Year PO Expenditures	Current Year Expenditures	11/30/2019 Cash Balance	All Yrs Outstanding Encumbrances	Unencumbered Cash Balance
<b>Major Governmental Funds</b>							
General Fund	\$ 4,754,482.68	\$ 13,453,315.38	\$ 1,204,499.83	\$ 11,528,257.75	\$ 5,475,040.48	\$ 716,403.19	\$ 4,758,637.29
Employee Benefit Fund	1,308,606.73	3,046,580.24	-	3,081,033.68	1,274,153.29	978.35	1,273,174.94
Capital Improvement Fund	1,833,380.82	17,739.60	502,964.98	1,000.00	1,347,155.44	149,885.02	1,197,270.42
Bond & Interest Fund	806,781.00	1,616,028.07	-	1,648,000.00	774,809.07	-	774,809.07
<b>Non Major Governmental Funds</b>							
<i>State Aid Fund</i>	35,331.31	49,628.67	35,331.31	336.00	49,292.67	-	49,292.67
<i>Federal &amp; State Grants</i>							
Gallery Grants	19.03	-	-	-	19.03	-	19.03
Kansas Humanities Council Grant	-	2,100.00	-	2,100.00	-	-	-
<i>Other Special Revenue Funds</i>							
Adult Programs	1.49	-	-	-	1.49	-	1.49
Art Collection	10,542.72	34.04	-	-	10,576.76	-	10,576.76
Bookmobile Fund	-	-	-	-	-	-	-
Career Neighborhood	-	-	-	-	-	-	-
Computer training	-	-	-	-	-	-	-
Children's Art Show	-	2,112.20	-	2,112.20	-	-	-
Cooking Neighborhood	-	-	-	-	-	-	-
French Gift - Library Materials	63.25	0.11	15.29	17.03	31.04	-	31.04
Friends	134,352.56	247.91	1,127.39	113,186.65	20,286.43	10,660.85	9,625.58
Fun Committee	2,125.97	1,442.57	66.70	1,870.64	1,631.20	-	1,631.20
Gallery Competitions/Exhibits	36,024.48	116.33	-	-	36,140.81	-	36,140.81
Gifts/Memorials (Undesignated)	308,498.77	987,480.61	40,718.20	1,002,669.41	252,591.77	755,732.56	(503,140.79)
Hathaway Trust - Library Materials	5,131.59	2,318.81	159.11	4,613.86	2,677.43	112.98	2,564.45
Health Neighborhood	601.55	-	-	-	601.55	-	601.55
Hirschberg Lecture	-	-	-	-	-	-	-
Hughes Business Collection	-	-	-	-	-	-	-
Library Materials	57,282.26	1,072.87	7,432.61	20,168.09	30,754.43	174.16	30,580.27
Lingo	-	-	-	-	-	-	-
NEH Expendable	1,409.76	4.21	-	150.00	1,263.97	-	1,263.97
Pets Neighborhood	33.58	-	-	-	33.58	-	33.58
Programming Fund	457.20	-	-	-	457.20	-	457.20
Red Carpet	4,455.06	14.14	25.07	117.42	4,326.71	239.28	4,087.43
Special Collections	5,674.24	18.32	-	-	5,692.56	-	5,692.56
Talking Books	-	-	-	-	-	-	-
Torluemke Landscaping	35.96	0.12	-	-	36.08	-	36.08
Wedding Neighborhood	-	-	-	-	-	-	-
Workshops	2,166.12	6.98	-	-	2,173.10	-	2,173.10
Youth Services	9,091.43	12,043.49	203.25	11,202.05	9,729.62	382.71	9,346.91
<i>Permanent Funds</i>							
Mertz Trust	230,782.94	(16,708.29)	-	-	214,074.65	-	214,074.65
<b>TOTALS</b>	<b>\$ 9,547,332.50</b>	<b>\$ 19,175,596.38</b>	<b>\$ 1,792,543.74</b>	<b>\$ 17,416,834.78</b>	<b>\$ 9,513,550.36</b>	<b>\$ 1,634,569.10</b>	<b>\$ 7,878,981.26</b>

**Topeka and Shawnee County Public Library  
General Fund - Revenue**

11/30/19

	<u>Approved Budget</u>	<u>Received Year-To-Date</u>	<u>Over/(Under) Budget</u>	<u>% 11/30/2019</u>
				91.2%
Ad Valorem Property Tax	\$ 12,162,389.00	\$ 11,814,442.58	\$ (347,946.42)	97%
Revitalization Rebates	(154,912.00)	(158,683.63)	\$ (3,771.63)	102%
Back Tax	-	192,058.58	\$ 192,058.58	N/A
Motor Vehicle Tax	1,272,889.00	1,088,613.97	\$ (184,275.03)	86%
Recreational Vehicle Tax	11,669.00	10,524.83	\$ (1,144.17)	90%
16/20 M Vehicle Tax	4,924.00	6,288.25	\$ 1,364.25	128%
In Lieu of Tax	5,384.00	2,669.48	\$ (2,714.52)	50%
Watercraft Special Tax**	6,633.00	-	\$ (6,633.00)	0%
Commercial Vehicle Fees	43,162.00	40,746.73	\$ (2,415.27)	94%
E-Rate Reimbursement	73,250.00	28,624.38	\$ (44,625.62)	39%
Miscellaneous Revenue	3,000.00	41,631.26	\$ 38,631.26	1388%
Miscellaneous Revenue - Recyclg	-	2,442.83	\$ 2,442.83	N/A
Salary Refunds-Foundation	95,451.00	88,034.52	\$ (7,416.48)	92%
Salary Refunds-Friends	45,993.00	42,051.55	\$ (3,941.45)	91%
Salary Refunds-Shawnee Cty	21,802.00	20,298.81	\$ (1,503.19)	93%
Vending Machines	4,000.00	3,037.49	\$ (962.51)	76%
Pay to Sam	-	-	\$ -	N/A
Overdue Fees*	157,000.00	83,635.52	\$ (73,364.48)	53%
Debt Collect	-	3,983.91	\$ 3,983.91	N/A
ILL Fees	350.00	2,119.65	\$ 1,769.65	606%
Mailing Fees	120.00	128.40	\$ 8.40	107%
Non Resident Card Fee	935.00	170.00	\$ (765.00)	18%
Obituary Fees	750.00	515.00	\$ (235.00)	69%
Meeting Room Charges	5,500.00	4,000.00	\$ (1,500.00)	73%
Monday Market Fees	500.00	768.00	\$ 268.00	154%
Foundation Distribution	-	-	\$ -	N/A
Interest Received-Investments	58,200.00	135,213.27	\$ 77,013.27	232%
Library Treasurer's Balance	2,317,867.00	-	\$ -	N/A
<b>TOTALS</b>	<b><u>\$ 16,136,856.00</u></b>	<b><u>\$ 13,453,315.38</u></b>	<b><u>\$ (365,673.62)</u></b>	<b>97%</b>

\* currently all revenues from the kiosks are recorded as Overdue Fees; a solution to report actual sales types is underway

\*\* Watercraft Special Taxes are budgeted separately because they are not based on the Library's specific mill levy; however when distributed, they are part of Ad Valorem property tax. Thus, this line item will always be 100% under-budget.

**Topeka and Shawnee County Public Library  
General Fund - Expenditures and Encumbrances**

11/30/19

	<u>Approved Budget</u>	<u>Expended Year-To-Date</u>	<u>Encumbrances</u> #	<u>(Over)/Under Budget</u>	<u>% Expended</u>
					91.2%
<b>STAFF:</b>					
Salaries-Auto Allowance	\$ 6,400.00	\$ 5,907.60	\$ -	\$ 492.40	92%
Salaries-Facilities	629,003.00	619,662.20	-	9,340.80	99%
Salaries-Overtime	10,000.00	10,189.64	-	(189.64)	102%
Salaries-Security	375,321.00	277,030.04	-	98,290.96	74%
Salaries-Shelvers	181,115.00	122,606.05	-	58,508.95	68%
Salaries-Staff	7,571,200.00	6,698,948.92	-	872,251.08	88%
Conferences	136,570.00	78,497.39	14,946.94	43,125.67	68%
Staff Development & Training	30,000.00	27,501.47	70.00	2,428.53	92%
Mileage	9,400.00	7,616.37	1,747.43	36.20	100%
<b>COLLECTION:</b>					
Materials-Binding/Replacements	2,000.00	2,264.72	123.65	(388.37)	119%
Materials-Periodicals	39,500.00	36,827.62	30.00	2,642.38	93%
Materials-Print/Non-Print <1 YR	526,600.00	427,159.32	19,113.01	80,327.67	85%
Materials-Print/Non-Print	1,268,500.00	1,003,403.34	152,197.00	112,899.66	91%
<b>OPERATIONS:</b>					
Art Purchases	8,000.00	2,098.74	-	5,901.26	26%
Cataloging and ILL Services	89,921.00	70,892.03	21,091.82	(2,062.85)	102%
Contracted-Digital Services	373,600.00	362,634.85	18,724.75	(7,759.60)	102%
Contracted-Facilities	294,100.00	288,699.57	27,763.84	(22,363.41)	108%
Contracted-Equipment	45,350.00	40,202.83	10,250.50	(5,103.33)	111%
Contracted-Professional	248,230.00	182,882.60	32,887.05	32,460.35	87%
Contracted-E-Rate Services	6,600.00	-	-	6,600.00	0%
Digital Services Support	344,500.00	177,482.97	107,584.11	59,432.92	83%
Furniture/Equipment	95,000.00	5,600.16	4,968.00	84,431.84	11%
Insurance	53,054.00	52,961.00	127.00	(34.00)	100%
Marketing & Communication	48,000.00	29,234.23	16,615.30	2,150.47	96%
Memberships/Dues	24,806.00	18,376.80	9,069.00	(2,639.80)	111%
Miscellaneous	5,000.00	11,272.34	406.55	(6,678.89)	234%
Payments to Other Libraries	113,189.00	-	-	113,189.00	0%
Postage/Shipping	110,160.00	77,670.95	399.87	32,089.18	71%
Printing	113,800.00	73,731.75	15,633.82	24,434.43	79%
Programming	30,000.00	22,709.83	2,063.98	5,226.19	83%
Special Events	-	-	-	-	0%
Special Projects	935,000.00	171,389.41	105,421.24	658,189.35	30%
Supplies-Facilities	77,417.00	49,159.85	28,620.53	(363.38)	100%
Supplies-Office/Library	76,320.00	65,643.45	5,095.89	5,580.66	93%
Supplies-Processing	48,000.00	32,365.34	1,725.06	13,909.60	71%
Telecommunications	92,700.00	51,770.98	6,849.02	34,080.00	63%
Utilities-Electric	350,000.00	296,990.00	52,688.87	321.13	100%
Utilities-Gas	65,000.00	42,123.20	7,817.65	15,059.15	77%
Utilities-Water/Sewage	35,000.00	24,506.18	4,286.71	6,207.11	82%
Vehicle-Gas	36,000.00	22,787.86	-	13,212.14	63%
Vehicle-Repair	32,500.00	37,424.76	22,201.94	(27,126.70)	183%
Contingency/Fund Balance	1,600,000.00	-	-	-	0%
Cash Long/Short	-	31.39	-	(31.39)	N/A
<b>TOTALS</b>	<b>\$ 16,136,856.00</b>	<b>\$ 11,528,257.75</b>	<b>\$ 690,520.53</b>	<b>\$ 2,318,077.72</b>	<b>84%</b>

**Topeka and Shawnee County Public Library  
General Fund**

11/30/19

	<u>2019 Budget</u>	<u>Year to Date</u>	<u>%</u>
<b>Balance 01/01/19</b>	<b>\$ 2,317,867.00</b>	<b>\$ 3,504,014.27</b>	
<u>Revenue:</u>			
Ad Valorem Property Tax	12,162,389.00	11,814,442.58	97%
Revitalization Rebates	(154,912.00)	(158,683.63)	102%
Back Tax	-	192,058.58	N/A
Motor Vehicle Tax	1,272,889.00	1,088,613.97	86%
Recreational Vehicle Tax	11,669.00	10,524.83	90%
16/20M Vehicle Tax	4,924.00	6,288.25	128%
In Lieu of Tax	5,384.00	2,669.48	50%
Watercraft Special Tax	6,633.00	-	0%
Commercial Vehicle Fees	43,162.00	40,746.73	94%
E-Rate Reimbursement	73,250.00	28,624.38	39%
Fees and Charges	172,155.00	139,989.23	81%
Reimbursements	163,246.00	152,827.71	94%
Interest on Idle Funds	58,200.00	135,213.27	232%
	<u>\$ 13,818,989.00</u>	<u>\$ 13,453,315.38</u>	97%
<u>Expenditures/Encumbrances:</u>			
Salaries	8,773,039.00	7,734,344.45	88%
Other Staff Support Costs	175,970.00	130,379.60	74%
Library Collections	1,836,600.00	1,641,118.66	89%
Contracted Services	1,057,801.00	1,056,029.84	100%
Digital Services Support	344,500.00	285,067.08	83%
Furniture/Equipment/Art	103,000.00	12,666.90	12%
Payments to Other Libraries	113,189.00	-	0%
Special Projects	935,000.00	276,810.65	30%
Utilities & Telecommunications	542,700.00	487,032.61	90%
Vehicles	68,500.00	82,414.56	120%
Other Operating Expenditures	586,557.00	512,913.93	87%
Cash Basis Reserve	1,600,000.00	-	0%
	<u>\$ 16,136,856.00</u>	<u>\$ 12,218,778.28</u>	84%
Prior Year Canceled Purchase Orders		<u>\$ 20,085.92</u>	
<b>Unencumbered Balance 11/30/19</b>	<b>\$ -</b>	<b>\$ 4,758,637.29</b>	



**Topeka and Shawnee County Public Library  
Special Revenue Funds**

11/30/19

**EMPLOYEE BENEFITS**

	<b>2019 Budget</b>	<b>Year To Date</b>	<b>%</b>
<b>Balance 01/01/19</b>	<b>\$ 1,022,227.00</b>	<b>\$ 1,308,606.73</b>	
<b>Revenue:</b>			
Ad Valorem Property Tax	\$ 2,596,006.00	\$ 2,522,032.76	97%
Revitalization Rebates	(33,065.00)	(34,080.85)	103%
Back Tax	-	49,194.14	N/A
Motor Vehicle Tax	433,545.00	362,073.50	84%
Recreational Vehicle Tax	3,975.00	3,539.82	89%
16/20M Vehicle Tax	1,677.00	801.65	48%
In Lieu of Tax	1,440.00	569.77	40%
Watercraft Special Tax*	2,259.00	-	0%
Commercial Vehicle Fees	14,701.00	12,509.09	85%
Refund-Fringe Benefits-Foundation	35,092.00	43,833.07	125%
Refund-Fringe Benefits-Friends	19,246.00	22,204.98	115%
Refund-Fringe Benefits-Shawnee Cty	15,723.00	14,169.84	90%
Refund BC/BS	-	-	0%
Employee COBRA Payments	-	83.32	0%
Retiree Payments BC/BS	12,223.00	17,761.20	145%
Interest on Idle Funds	6,000.00	31,887.95	531%
	<u>\$ 3,108,822.00</u>	<u>\$ 3,046,580.24</u>	98%
<b>Expenditures/Encumbrances:</b>			
Employee Assistance Program	\$ 6,777.00	\$ 6,478.20	96%
Cafeteria Plan Administration Fees	3,805.00	3,413.00	90%
Social Security/Medicare	646,275.00	553,523.81	86%
Ks Public Employees Retirement Sys	803,259.00	752,717.35	94%
Worker's Compensation	76,100.00	57,415.23	75%
Unemployment Tax	8,448.00	9,211.70	109%
Health/Dental Insurance	2,236,385.00	1,699,252.74	76%
Contingency/Fund Balance	350,000.00	-	0%
	<u>\$ 4,131,049.00</u>	<u>\$ 3,082,012.03</u>	82%
Prior Year Canceled Purchase Orders		\$ -	
<b>Unencumbered Balance 11/30/19</b>	<b>\$ -</b>	<b>\$ 1,273,174.94</b>	

\* Watercraft Special Taxes are budgeted separately because they are not based on the Library's specific mill levy; however when distributed, they are part of Ad Valorem property tax. Thus, this line item will always be 100% under-budget.

**CAPITAL IMPROVEMENT**

<b>Balance 01/01/19</b>	<b>\$ 1,833,380.82</b>
<b>Revenue:</b>	
Interest received	17,739.60
	<u>\$ 17,739.60</u>
<b>Expenditures/Encumbrances:</b>	
Contracted - Professional	-
Capital Outlay	653,850.00
	<u>653,850.00</u>
Prior Year Canceled Purchase Orders	-
<b>Unencumbered Balance 11/30/19</b>	<b>\$ 1,197,270.42</b>

**STATE AID**

<b>Balance 01/01/19</b>	<b>\$ -</b>	<b>\$ 35,331.31</b>
<b>Revenue:</b>		
State Aid	49,628.67	-
	<u>\$ 49,628.67</u>	<u>\$ 49,628.67</u>
<b>Expenditures/Encumbrances:</b>		
Contracted - Digital Services		
Digital Services Support		-
Materials-Print/Non-Print <1 YR		-
Special Projects	53,000.00	35,667.31
	<u>\$ 53,000.00</u>	<u>\$ 35,667.31</u>
<b>Unencumbered Balance 11/30/19</b>		<b>\$ 49,292.67</b>

**Topeka and Shawnee County Public Library  
Debt Service Fund - Bond and Interest**

11/30/19

	<u>2019 Budget</u>	<u>Year to Date</u>	<u>%</u>
<b>Balance 01/01/19</b>	<b>\$ 763,318.00</b>	<b>\$ 806,781.00</b>	
<u>Revenue:</u>			
Ad Valorem Property Tax	1,463,467.00	1,421,923.12	97%
Revitalization Rebates	(18,640.00)	(19,129.39)	103%
Back Tax	-	25,783.60	N/A
Motor Vehicle Tax	177,674.00	151,175.72	85%
Recreational Vehicle Tax	1,629.00	1,465.08	90%
16/20M Vehicle Tax	687.00	756.56	110%
In Lieu of Tax	714.00	321.27	45%
Watercraft Special Tax*	926.00	-	0%
Commercial Vehicle Fees	6,025.00	5,563.91	92%
Interest on Idle Funds	2,200.00	28,168.20	1280%
	<u>\$ 1,634,682.00</u>	<u>\$ 1,616,028.07</u>	99%
<u>Expenditures/Encumbrances:</u>			
Principal	\$ 1,600,000.00	\$ 1,600,000.00	100%
Interest	48,000.00	48,000.00	100%
Wire Transfer Fees	-	-	0%
Cash Basis Reserve	750,000.00		0%
	<u>\$ 2,398,000.00</u>	<u>\$ 1,648,000.00</u>	100%
<b>Unencumbered Balance 11/30/19</b>	<b>\$ -</b>	<b>\$ 774,809.07</b>	

\* Watercraft Special Taxes are budgeted separately because they are not based on the Library's specific mill levy; however when distributed, they are part of Ad Valorem property tax. Thus, this line item will always be 100% under-budget.

**TOPEKA & SHAWNEE COUNTY PUBLIC LIBRARY**

**Investments and Debt as of November 30, 2019**

**Capital Improvement Funds-VisionBank**

\$ 1,506,756.93 at 1.19% (money market account)

**Municipal Investment Pool**

\$ 2,431,867.37 Operating funds in "overnight pool"\*;  
available for transfer whenever needed

4,500,000.00 General fund; 30-day 11/4/19 at 1.38%;  
\_\_\_\_\_ maturity 12/4/19

\$ 6,931,867.37

\* rates vary by day - average November 1-30, 2019 was 1.25%.

**Principal Balance of Outstanding Bonds**

\$0.00 – Paid in full 9/1/19

**Topeka and Shawnee County Public Library**  
**Non-Payroll Checks \$5,000 and Over, Excluding Library Materials Purchases**  
**All Checking Accounts**  
**For the Month Ended November 30, 2019**

<b>Fund</b>	<b>Account</b>	<b>Object</b>	<b>Check Date</b>	<b>Vendor Name</b>	<b>Description</b>	<b>Amount</b>	<b>Check Number</b>
10	21505	0	11/8/2019	KS PUBLIC EMPLOYEES RETIREMENT	Kpers EE Deduction	\$ 19,052.31	-98512
15	21516	0	11/8/2019	KS PUBLIC EMPLOYEES RETIREMENT	Kpers ER Contribution	\$ 28,229.10	-98512
15	21517	0	11/8/2019	KS PUBLIC EMPLOYEES RETIREMENT	Kpers ER Insurance	\$ 3,175.38	-98512
10	21513	0	11/8/2019	KS PUBLIC EMPLOYEES RETIREMENT	Kpers OGLI	\$ 877.04	-98512
				<i>Remittance of pension benefit contributions &amp; optional group life premiums</i>		\$ 51,333.83	<b>-98512 Total</b>
10	21501	0	11/7/2019	PAYCOM PAYROLL LLC	Federal W/H	\$ 24,820.31	-98508
10	21502	0	11/7/2019	PAYCOM PAYROLL LLC	State W/H	\$ 11,142.27	-98508
15	21521	0	11/7/2019	PAYCOM PAYROLL LLC	State Unemployment	\$ 21.88	-98508
10	21503	0	11/7/2019	PAYCOM PAYROLL LLC	Social Security EE	\$ 18,837.19	-98508
15	21504	0	11/7/2019	PAYCOM PAYROLL LLC	Social Security ER	\$ 18,837.19	-98508
10	21503	0	11/7/2019	PAYCOM PAYROLL LLC	Medicare EE	\$ 4,503.25	-98508
15	21504	0	11/7/2019	PAYCOM PAYROLL LLC	Medicare ER	\$ 4,503.25	-98508
10	21514	0	11/7/2019	PAYCOM PAYROLL LLC	Child Support/Spousal Maint.	\$ 231.18	-98508
10	21518	0	11/7/2019	PAYCOM PAYROLL LLC	Garnishments	\$ 1,280.51	-98508
10	41000	313	11/7/2019	PAYCOM PAYROLL LLC	Paycom Bundle	\$ 1,983.93	-98508
10	41000	313	11/7/2019	PAYCOM PAYROLL LLC	Applicant, Perf, Comp	\$ 381.06	-98508
				<i>Remittance of payroll taxes, garnishments and Paycom fees</i>		\$ 86,542.02	<b>-98508 Total</b>
10	21505	0	11/22/2019	KS PUBLIC EMPLOYEES RETIREMENT	Kpers EE Deduction	\$ 18,967.52	-98507
15	21516	0	11/22/2019	KS PUBLIC EMPLOYEES RETIREMENT	Kpers ER Contribution	\$ 28,103.44	-98507
15	21517	0	11/22/2019	KS PUBLIC EMPLOYEES RETIREMENT	Kpers ER Insurance	\$ 3,161.26	-98507
				<i>Remittance of pension benefit contributions &amp; optional group life premiums</i>		\$ 50,232.22	<b>-98507 Total</b>
10	21501	0	11/22/2019	PAYCOM PAYROLL LLC	Federal W/H	\$ 24,503.65	-98503
10	21502	0	11/22/2019	PAYCOM PAYROLL LLC	State W/H	\$ 11,050.27	-98503
15	21521	0	11/22/2019	PAYCOM PAYROLL LLC	State Unemployment	\$ 21.35	-98503
10	21503	0	11/22/2019	PAYCOM PAYROLL LLC	Social Security EE	\$ 18,772.45	-98503
15	21504	0	11/22/2019	PAYCOM PAYROLL LLC	Social Security ER	\$ 18,772.45	-98503
10	21503	0	11/22/2019	PAYCOM PAYROLL LLC	Medicare EE	\$ 4,488.08	-98503
15	21504	0	11/22/2019	PAYCOM PAYROLL LLC	Medicare ER	\$ 4,488.08	-98503
10	21514	0	11/22/2019	PAYCOM PAYROLL LLC	Child Support/Spousal Maint.	\$ 368.72	-98503
10	21518	0	11/22/2019	PAYCOM PAYROLL LLC	Garnishments	\$ 1,485.80	-98503
10	41000	313	11/22/2019	PAYCOM PAYROLL LLC	Paycom Bundle	\$ 1,999.86	-98503
10	41000	313	11/22/2019	PAYCOM PAYROLL LLC	Applicant, Perf, Comp	\$ 384.54	-98503
				<i>Remittance of payroll taxes, garnishments and Paycom fees</i>		\$ 86,335.25	<b>-98503 Total</b>
10	21515	0	12/2/2019	BLUE CROSS BLUE SHIELD OF KS	EE - BCBS Actives Premiums	\$ 27,932.93	-98502
15	21515	0	12/2/2019	BLUE CROSS BLUE SHIELD OF KS	ER - BCBS Actives Premiums	\$ 127,633.21	-98502
15	21515	0	12/2/2019	BLUE CROSS BLUE SHIELD OF KS	Retiree BCBS Premiums	\$ 1,661.49	-98502
						\$ 157,227.63	<b>-98502 Total</b>
35	41000	736	11/7/2019	KELLEY CONSTRUCTION CO., INC.	Gallery remodel	\$ 17,820.00	11689

**Topeka and Shawnee County Public Library**  
**Non-Payroll Checks \$5,000 and Over, Excluding Library Materials Purchases**  
**All Checking Accounts**  
**For the Month Ended November 30, 2019**

<b>Fund</b>	<b>Account</b>	<b>Object</b>	<b>Check Date</b>	<b>Vendor Name</b>	<b>Description</b>	<b>Amount</b>	<b>Check Number</b>
35	41000	736	11/7/2019	KELLEY CONSTRUCTION CO., INC.	Gallery remodel	\$ 40,050.00	11689
					<i>RFP was posted and bid was approved by the Board on July 18, 2019</i>	\$ 57,870.00	<b>11689 Total</b>
35	41000	420	11/7/2019	PORTERFIELD'S FLOWERS & GIFT SHOP	Christmas decorating	\$ 19,620.50	11691
					<i>Paid from non-budgeted funds</i>	\$ 19,620.50	<b>11691 Total</b>
31	41000	323	11/27/2019	KANSAS CHILDREN'S DISCOVERY	membership renewals	\$ 8,000.00	11711
					<i>Paid from Foundations funds</i>	\$ 8,000.00	<b>11711 Total</b>
35	41000	735	11/27/2019	MILLENNIUM CAFE	Luceon for staff	\$ 4,101.30	11712
35	41000	735	11/27/2019	MILLENNIUM CAFE	Hors d'oeuvres	\$ 1,900.00	11712
35	41000	735	11/27/2019	MILLENNIUM CAFE	Drinks	\$ 468.00	11712
35	41000	735	11/27/2019	MILLENNIUM CAFE	Tablecloths	\$ 56.00	11712
35	41000	735	11/27/2019	MILLENNIUM CAFE	Serviceware	\$ 293.40	11712
					<i>Paid from non-budgeted funds</i>	\$ 6,818.70	<b>11712 Total</b>
10	41000	736	11/7/2019	CIVIUM ARCHITECTURE & PLANNING PA	Tech Services Relocation	\$ 13,875.00	94486
						\$ 13,875.00	<b>94486 Total</b>
10	41000	351	11/7/2019	EVERGY	Electric Service	\$ 36,484.47	94490
						\$ 36,484.47	<b>94490 Total</b>
10	21512	0	11/15/2019	DELTA DENTAL OF KANSAS, INC	EE November Premiums	\$ 2,763.56	94510
15	21512	0	11/15/2019	DELTA DENTAL OF KANSAS, INC	ER November Premiums	\$ 10,327.15	94510
15	21512	0	11/15/2019	DELTA DENTAL OF KANSAS, INC	Retiree November Premiums	\$ 207.43	94510
						\$ 13,298.14	<b>94510 Total</b>
10	41000	301	11/15/2019	OCLC, INC.	oclc cataloging & ill	\$ 6,736.92	94524
					<i>2019 approved operating budget - monthly fee for cataloging and interlibrary loan database</i>	\$ 6,736.92	<b>94524 Total</b>
10	41000	420	11/22/2019	COREFIRST BANK & TRUST	Dark Brown Cardstock	\$ 43.96	94532
10	41000	420	11/22/2019	COREFIRST BANK & TRUST	Lavender Purple Cardstock	\$ 43.96	94532
10	41000	420	11/22/2019	COREFIRST BANK & TRUST	Terra Green Cardstock	\$ 15.45	94532
10	41000	420	11/22/2019	COREFIRST BANK & TRUST	2 oz. Red Ink Refill	\$ 6.99	94532
10	41000	330	11/22/2019	COREFIRST BANK & TRUST	Red Construction Paper	\$ 4.39	94532
10	41000	330	11/22/2019	COREFIRST BANK & TRUST	Green Construction Paper	\$ 3.49	94532
10	41000	330	11/22/2019	COREFIRST BANK & TRUST	Googly Eyes	\$ 6.99	94532
10	41000	320	11/22/2019	COREFIRST BANK & TRUST	Pedal	\$ 11.89	94532
10	41000	420	11/22/2019	COREFIRST BANK & TRUST	CnvsBags, zip, nat, 12pk	\$ 57.82	94532
10	41000	420	11/22/2019	COREFIRST BANK & TRUST	CnvsBags, zip, ylw, 5pk	\$ 19.95	94532
10	41000	320	11/22/2019	COREFIRST BANK & TRUST	360 Tilting VESA Surface	\$ 44.99	94532
10	41000	330	11/22/2019	COREFIRST BANK & TRUST	plastic tubs	\$ 62.18	94532
10	41000	330	11/22/2019	COREFIRST BANK & TRUST	coloring book	\$ 6.28	94532
10	41000	330	11/22/2019	COREFIRST BANK & TRUST	coloring book	\$ 6.98	94532
10	41000	330	11/22/2019	COREFIRST BANK & TRUST	coloring book	\$ 6.98	94532

**Topeka and Shawnee County Public Library**  
**Non-Payroll Checks \$5,000 and Over, Excluding Library Materials Purchases**  
**All Checking Accounts**  
**For the Month Ended November 30, 2019**

<b>Fund</b>	<b>Account</b>	<b>Object</b>	<b>Check Date</b>	<b>Vendor Name</b>	<b>Description</b>	<b>Amount</b>	<b>Check Number</b>
10	41000	330	11/22/2019	COREFIRST BANK & TRUST	colored pencils	\$ 14.97	94532
10	41000	330	11/22/2019	COREFIRST BANK & TRUST	sudoku	\$ 9.58	94532
10	41000	330	11/22/2019	COREFIRST BANK & TRUST	sudoku	\$ 7.34	94532
10	41000	330	11/22/2019	COREFIRST BANK & TRUST	crossword	\$ 9.99	94532
10	41000	330	11/22/2019	COREFIRST BANK & TRUST	crossword	\$ 11.16	94532
10	41000	330	11/22/2019	COREFIRST BANK & TRUST	word search	\$ 7.98	94532
10	41000	330	11/22/2019	COREFIRST BANK & TRUST	word search	\$ 7.49	94532
10	41000	330	11/22/2019	COREFIRST BANK & TRUST	maze book	\$ 13.59	94532
10	41000	330	11/22/2019	COREFIRST BANK & TRUST	maze book	\$ 9.97	94532
10	41000	330	11/22/2019	COREFIRST BANK & TRUST	dominoes	\$ 12.95	94532
10	41000	330	11/22/2019	COREFIRST BANK & TRUST	12 deck playing cards	\$ 14.99	94532
10	41000	330	11/22/2019	COREFIRST BANK & TRUST	book of card games	\$ 7.98	94532
10	41000	330	11/22/2019	COREFIRST BANK & TRUST	Aquarium lid	\$ 20.49	94532
10	41000	330	11/22/2019	COREFIRST BANK & TRUST	Heat Pad	\$ 13.99	94532
10	41000	330	11/22/2019	COREFIRST BANK & TRUST	paint pens	\$ 18.99	94532
10	41000	330	11/22/2019	COREFIRST BANK & TRUST	paint markers	\$ 16.99	94532
10	41000	330	11/22/2019	COREFIRST BANK & TRUST	gloss spray	\$ 5.97	94532
10	41000	420	11/22/2019	COREFIRST BANK & TRUST	Dist. Water 6g/carton	\$ 63.99	94532
10	41000	320	11/22/2019	COREFIRST BANK & TRUST	HDMI Switch,GANA 3 Port 4	\$ 88.80	94532
10	41000	320	11/22/2019	COREFIRST BANK & TRUST	Displayport Cable 10ft, B	\$ 63.96	94532
10	41000	320	11/22/2019	COREFIRST BANK & TRUST	64GB SD Card	\$ 81.96	94532
10	41000	420	11/22/2019	COREFIRST BANK & TRUST	Lezyne Bicycle Floor Pump	\$ 59.99	94532
10	41000	420	11/22/2019	COREFIRST BANK & TRUST	2 pack refelct vest	\$ 39.98	94532
10	41000	420	11/22/2019	COREFIRST BANK & TRUST	Rain Ponchos 10 pack	\$ 13.97	94532
10	41000	310	11/22/2019	COREFIRST BANK & TRUST	ITUNES	\$ (43.64)	94532
10	41000	320	11/22/2019	COREFIRST BANK & TRUST	Kanto wall mount	\$ 179.98	94532
10	41000	320	11/22/2019	COREFIRST BANK & TRUST	pioneer bdr-xd05b	\$ 299.97	94532
10	41000	320	11/22/2019	COREFIRST BANK & TRUST	samson co1u	\$ 175.58	94532
10	41000	320	11/22/2019	COREFIRST BANK & TRUST	logitech c920s webcam	\$ 139.98	94532
10	41000	420	11/22/2019	COREFIRST BANK & TRUST	SanDisk 32GB	\$ 113.98	94532
10	41000	420	11/22/2019	COREFIRST BANK & TRUST	Lexar 64GB 2pack	\$ 119.99	94532
10	41000	320	11/22/2019	COREFIRST BANK & TRUST	USB-C Digital AV Multipor	\$ 138.00	94532
10	41000	320	11/22/2019	COREFIRST BANK & TRUST	USB-C VGA Multiport Adapt	\$ 138.00	94532
10	41000	320	11/22/2019	COREFIRST BANK & TRUST	telmax pro-ip-ex	\$ 399.00	94532
10	41000	320	11/22/2019	COREFIRST BANK & TRUST	apc outlet power strip	\$ 54.36	94532
10	41000	320	11/22/2019	COREFIRST BANK & TRUST	APC Replacement Battery C	\$ 475.78	94532
10	41000	330	11/22/2019	COREFIRST BANK & TRUST	Hooper's Store Playhouse	\$ 149.99	94532

**Topeka and Shawnee County Public Library**  
**Non-Payroll Checks \$5,000 and Over, Excluding Library Materials Purchases**  
**All Checking Accounts**  
**For the Month Ended November 30, 2019**

<b>Fund</b>	<b>Account</b>	<b>Object</b>	<b>Check Date</b>	<b>Vendor Name</b>	<b>Description</b>	<b>Amount</b>	<b>Check Number</b>
10	41000	410	11/22/2019	COREFIRST BANK & TRUST	Powerdrive charger golf c	\$ 299.95	94532
10	41000	330	11/22/2019	COREFIRST BANK & TRUST	shipping	\$ 21.95	94532
10	41000	330	11/22/2019	COREFIRST BANK & TRUST	Sesame St. Growth Chart	\$ 29.50	94532
10	41000	330	11/22/2019	COREFIRST BANK & TRUST	Plastic Bottle	\$ 16.89	94532
10	41000	326	11/22/2019	COREFIRST BANK & TRUST	business cards	\$ 280.46	94532
10	41000	325	11/22/2019	COREFIRST BANK & TRUST	shipping & handling estim	\$ 55.09	94532
10	41000	320	11/22/2019	COREFIRST BANK & TRUST	Starter Pack 12 PLA	\$ 539.00	94532
10	41000	326	11/22/2019	COREFIRST BANK & TRUST	business cards	\$ 20.63	94532
10	41000	325	11/22/2019	COREFIRST BANK & TRUST	shipping & handling estim	\$ 4.53	94532
10	41000	320	11/22/2019	COREFIRST BANK & TRUST	HP Color LaserJet Pro M25	\$ 230.30	94532
10	41000	420	11/22/2019	COREFIRST BANK & TRUST	10 pk Pad, blk plsh #1	\$ 65.00	94532
10	41000	420	11/22/2019	COREFIRST BANK & TRUST	10 pk Pad, ylw snd #2	\$ 150.00	94532
10	41000	420	11/22/2019	COREFIRST BANK & TRUST	10 pk Pad, grn snd	\$ 150.00	94532
10	41000	420	11/22/2019	COREFIRST BANK & TRUST	2 pk sol. D	\$ 66.00	94532
10	41000	420	11/22/2019	COREFIRST BANK & TRUST	stone water filter	\$ 17.99	94532
10	41000	320	11/22/2019	COREFIRST BANK & TRUST	9M9FK Dell Inspiron 14 34	\$ 177.64	94532
10	41000	330	11/22/2019	COREFIRST BANK & TRUST	Sesame Deluxe Figure Set	\$ 19.99	94532
10	41000	330	11/22/2019	COREFIRST BANK & TRUST	shipping	\$ 6.18	94532
10	41000	310	11/22/2019	COREFIRST BANK & TRUST	HALO Simple Booth	\$ 792.00	94532
10	41000	320	11/22/2019	COREFIRST BANK & TRUST	OEM Novatel Wireless 4400	\$ 75.96	94532
10	41000	330	11/22/2019	COREFIRST BANK & TRUST	creeper	\$ 38.60	94532
10	41000	330	11/22/2019	COREFIRST BANK & TRUST	totes- 2 (yellow)	\$ 42.00	94532
10	41000	330	11/22/2019	COREFIRST BANK & TRUST	Duct tape- blk	\$ 3.48	94532
10	41000	330	11/22/2019	COREFIRST BANK & TRUST	yellow paint- 3pk	\$ 11.88	94532
10	41000	330	11/22/2019	COREFIRST BANK & TRUST	Hirt's Venus Flytrap	\$ 6.50	94532
10	41000	330	11/22/2019	COREFIRST BANK & TRUST	Shipping	\$ 6.55	94532
10	41000	410	11/22/2019	COREFIRST BANK & TRUST	String Lights outdoor Coo	\$ 599.90	94532
10	41000	330	11/22/2019	COREFIRST BANK & TRUST	Oster blender, black	\$ 25.95	94532
10	41000	310	11/22/2019	COREFIRST BANK & TRUST	Soundtrack your brand	\$ 26.99	94532
				<i>Miscellaneous online orders paid by credit card</i>		\$ 7,081.25	<b>94532 Total</b>
10	41000	310	11/27/2019	BLACK MOUNTAIN SOFTWARE INC	Black Mountain annual ren	\$ 14,552.00	94560
				<i>2019 approved operating budget - financial system software support annual agreement</i>		\$ 14,552.00	<b>94560 Total</b>
10	41000	310	11/27/2019	BLUEALLY TECHNOLOGY SOLUTIONS, LLC	1 Year Partner Support	\$ 10,309.65	94561
				<i>2019 approved operating budget - MiTel VOIP phone system support annual agreement</i>		\$ 10,309.65	<b>94561 Total</b>
10	41000	320	11/27/2019	INLAND COMPUTER SYSTEMS	All-in-one PC	\$ 56,717.00	94587
10	41000	420	11/27/2019	INLAND COMPUTER SYSTEMS	CE278A	\$ 94.00	94587

**Topeka and Shawnee County Public Library**  
**Non-Payroll Checks \$5,000 and Over, Excluding Library Materials Purchases**  
**All Checking Accounts**  
**For the Month Ended November 30, 2019**

<b>Fund</b>	<b>Account</b>	<b>Object</b>	<b>Check Date</b>	<b>Vendor Name</b>	<b>Description</b>	<b>Amount</b>	<b>Check Number</b>
10	41000	420	11/27/2019	INLAND COMPUTER SYSTEMS	CF226X	\$ 393.00	94587
10	41000	420	11/27/2019	INLAND COMPUTER SYSTEMS	CF230A	\$ 55.00	94587
10	41000	420	11/27/2019	INLAND COMPUTER SYSTEMS	CE401A	\$ 112.00	94587
10	41000	420	11/27/2019	INLAND COMPUTER SYSTEMS	CF500A	\$ 110.00	94587
10	41000	420	11/27/2019	INLAND COMPUTER SYSTEMS	CF501A	\$ 118.00	94587
10	41000	420	11/27/2019	INLAND COMPUTER SYSTEMS	CF502A	\$ 118.00	94587
10	41000	420	11/27/2019	INLAND COMPUTER SYSTEMS	CF503A	\$ 118.00	94587
10	41000	420	11/27/2019	INLAND COMPUTER SYSTEMS	CE270A	\$ 169.00	94587
10	41000	420	11/27/2019	INLAND COMPUTER SYSTEMS	CE271A	\$ 169.00	94587
				<i>2019 approved operating budget - RFP was posted and bid was approved by the Board 10/17/19</i>		\$ 58,173.00	<b>94587 Total</b>
10	41000	736	11/29/2019	TEVIS ARCHITECTURAL GROUP	<i>Gallery Remodel</i>	\$ 3,269.65	94621
10	23800	0	11/29/2019	TEVIS ARCHITECTURAL GROUP	<i>FMP Phase 2</i>	\$ 3,702.21	94621
						\$ 6,971.86	<b>94621 Total</b>
						\$ 691,462.44	<b>Grand Total</b>



# CHIEF EXECUTIVE OFFICER'S REPORT

## December 2019

### Library News and Project Updates

#### **Dolly Parton's Imagination Library**

As of November 30, 2019, there are 5,442 children registered. We are still hovering at 49% of the 11,000 children between birth and five in the community. A total of 2,048 have graduated, i.e. aged out of the program since its inception in 2017.

### Agenda Items

#### **TSCPL Organizational Chart**

There have been a number of staff and management changes over the past two years. We have updated the organizational chart for your information and review. Chief of Human Resources Jesse Maddox will discuss the new organizational chart and how it supports the strategic plan and our intent to foster a culture of learning and literacy with library staff.

#### **Bid for Security Camera System**

We are in the process of replacing old security cameras with ones that have higher resolution and greater visual range and capacity. Please see the resolution sheet for background and fiscal note.

#### **Bid for Technical Services Department Relocation and Bid for Technical Services Department Furniture**

The Facilities Master plan focuses on reclaiming public space on the main level and second floor. This project, which relocates Technical Services to the lower level, is included in the plan and this year's budget. T.S. manager Scarlett Fisher-Herremann and her team have done an excellent job working with library consultant John Huber on the re-design of technical services to improve efficiency, leverage space, and make the management of library collections more cohesive. Please see resolution sheets for background and fiscal notes.

#### **Bid for Auditorium Furniture**

With the implementation of Communico as our new events management and meeting room software, we are also improving meeting room management processes to increase availability by decreasing the amount of time and number of staff members it takes to set up and take down room arrangements. Our current meeting room furniture is 20 years old, is showing wear, and is heavy and unwieldy. We will be purchasing lighter but durable tables and chairs that are easy for a minimum number of facilities staff members to arrange and store. Please see the resolution sheet for background and fiscal notes.

#### **Thank You Resolutions to the Friends of the Library and The Library Foundation**

The Friends of the Library and The Library Foundation are essential partners in providing resources and advocacy for the Library. While we thank them throughout the year, this is a formal expression of appreciation to The Library Foundation and Friends of TSCPL for all they do for the Library.

### **Revised Café Management Agreement**

This is the agreement between The Library Foundation and TSCPL that obligates the Foundation to provide an operator for the Millennium Café. The content has not substantively changed.

Library attorney Chuck Engel has:

1. updated this agreement to include the new term (January 1, 2020 and ending on December 31, 2021.)
2. integrated amendments approved by the Foundation and Library boards in 2001, 2008, 2011, and 2017 into the agreement.
3. added Exhibit A which lists the types of food and menus that will be provided by the operator, as referenced in Article IV, paragraph m, which states: “prepare and serve the types of food as described on Exhibit A attached hereto;”

### **Thank you to Café Manager Doug Petrie**

This is a joint resolution from The Library Foundation and TSCPL Board of Trustees expressing appreciation for all that Café operator Doug Petrie has done to help make the library a popular destination for the whole community.

### **Public Meeting Room Policy**

With the addition of Claire’s Courtyard and the Sunroom as public meeting spaces, this policy must be updated and revised. The main changes are in Section 4: Prohibited Activities, which clarifies what activities are prohibited in meeting rooms; and a statement that the Sun Room in Claire’s Courtyard is the one exception and may be used to host parties. Please see the red-lined version for specifics.

## **Professional Activities/Community Contacts**

November 14	Participated in Architectural Services Committee interviews Attended Momentum 2022 Discussion
November 18	Participated in Architectural Services interviews
November 19	Attended Intergovernmental Cooperation Council meeting Participated in Architectural Services interviews
November 20	Participated in Architectural Services interviews
November 21	Conference Call with Doug Crane, Director of Palm Beach County (FL) Library System, to discuss his work with a company called <u>Praxis</u> and its <u>Building a Second Brain</u> productivity online course. Attended Board of Trustees meeting
November 25	Housing and Credit Counseling Inc (HCCI) strategic planning and discussion

November 26	Partnering discussion meeting with Topeka Zoo and Kansas Children’s Discovery Center (KCDC) Interview with Jace Mills KSNT regarding Dolly Parton’s Imagination Library (DPIL) Architectural Services Committee interview review
December 9 December 11	Attended Trustee Executive Committee Meeting Attended The Library Foundation’s Board of Trustees meeting *Speaking Engagement: “The Complicated Role of the Modern Public Library” – Sunflower Foundation Board of Trustees Holiday Dinner (I’ve included a link to an article with that title below.
December 13	Attended 712i Management Committee Meeting Attended Q2 Lyrasis Board of Trustees Meeting for FY 2020 by conference call

**Please take a look...**

**Food Service Agreement**

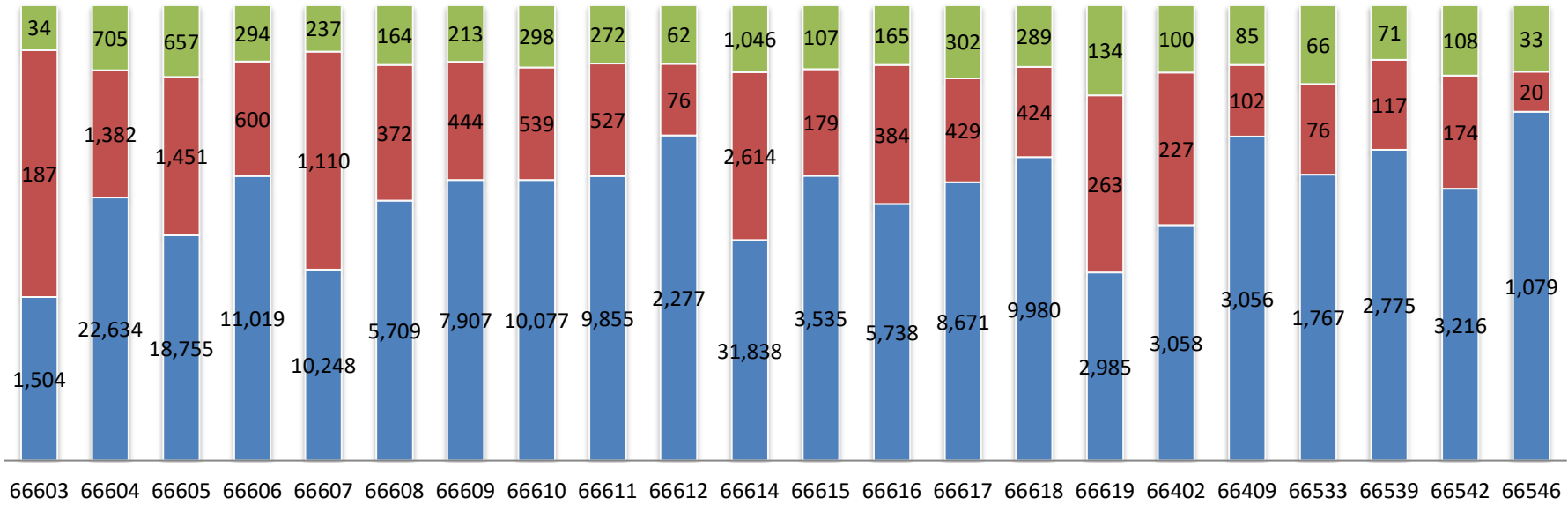
This document is for your information. It is the agreement between the new Café operator, Engroffs Catering, and The Library Foundation and is approved and signed by those two parties. This agreement, along with the Revised Café Management Agreement, are the two legal documents that govern the operation of the Café.

\***The Complicated Role of the Modern Public Library** by Jennifer Howard (National Endowment for the Humanities). This is the article that was used as a basis for the discussion that Executive Director of Humanities Kansas Julie Mulvihill and I had about the role and potential of public libraries in their communities at the annual holiday meeting of the Sunflower Foundation board of trustees. I think you’ll find it interesting and many of the issues discussed will sound familiar.

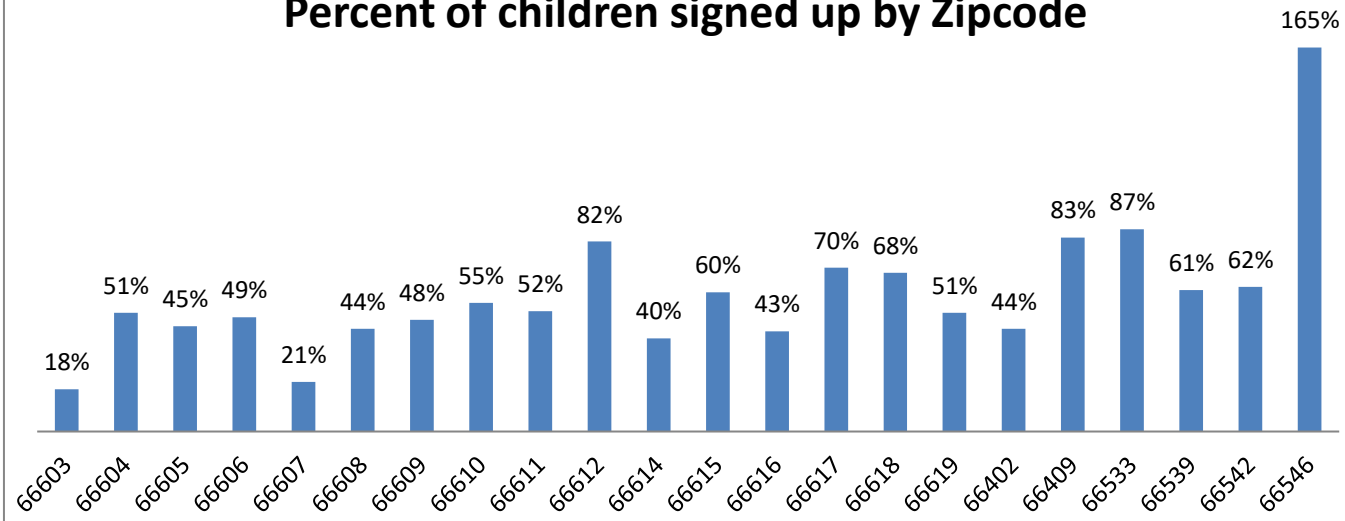
**Gina Millsap**  
**Chief Executive Officer**  
**Topeka and Shawnee County Public Library      12/13/2019**

# November 2019 Dolly Parton Imagination Library

Population Under 5 DPIL



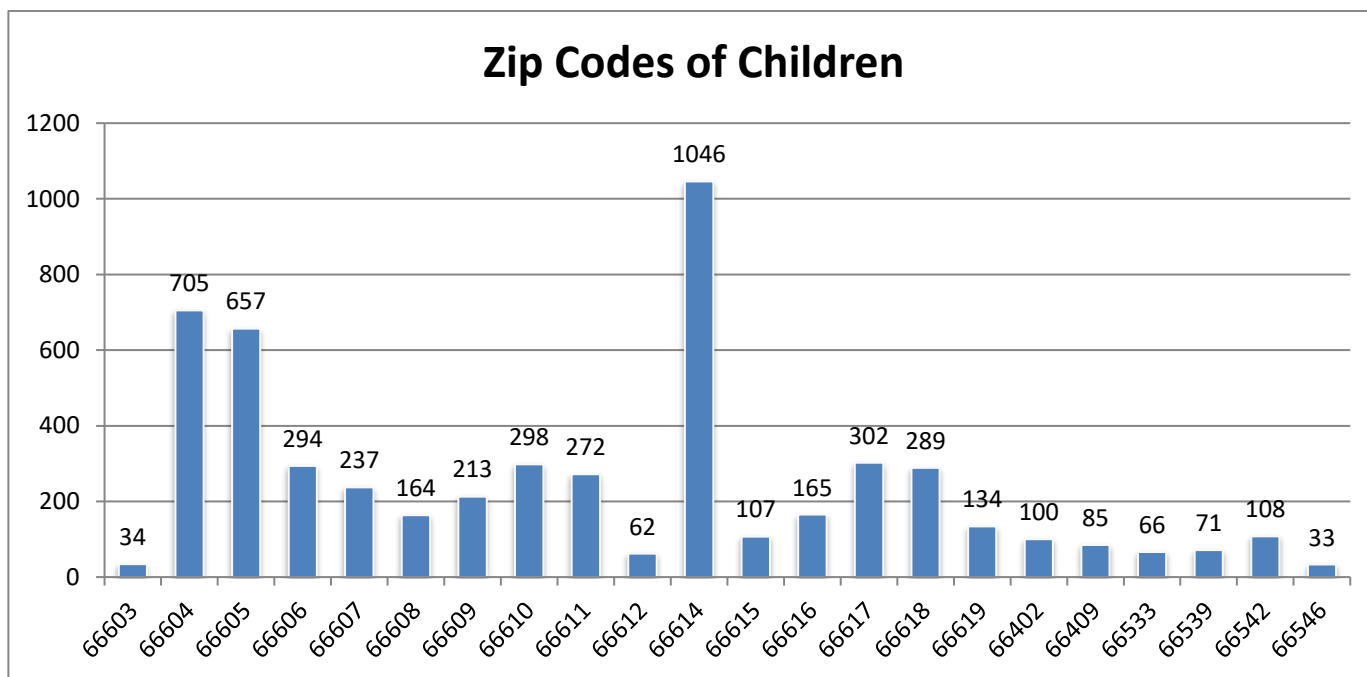
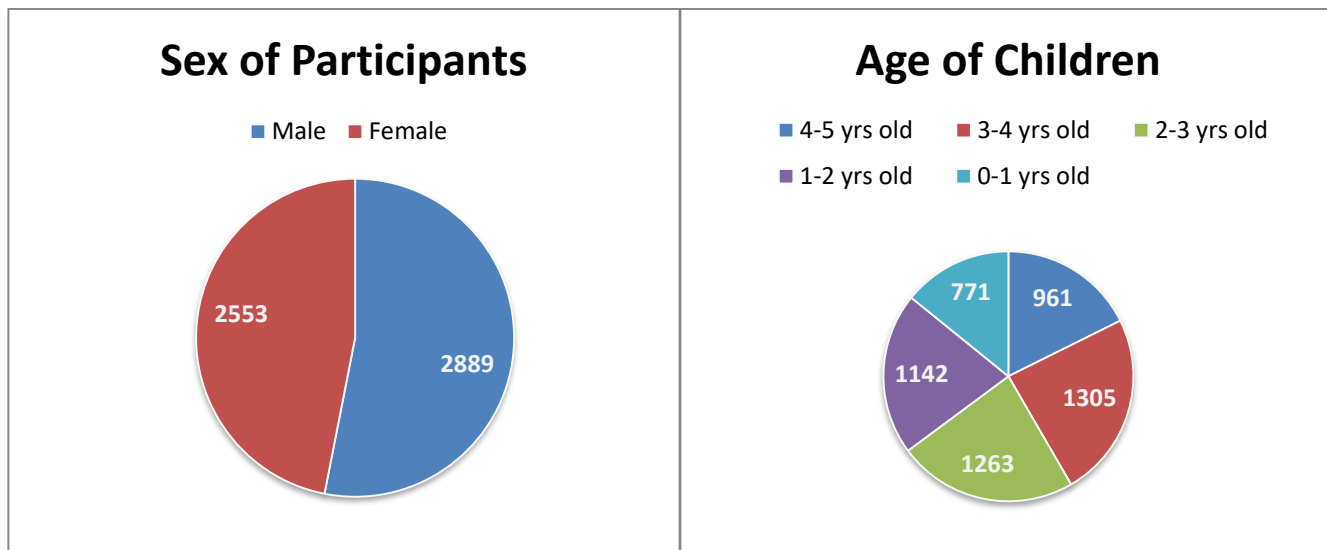
## Percent of children signed up by Zipcode



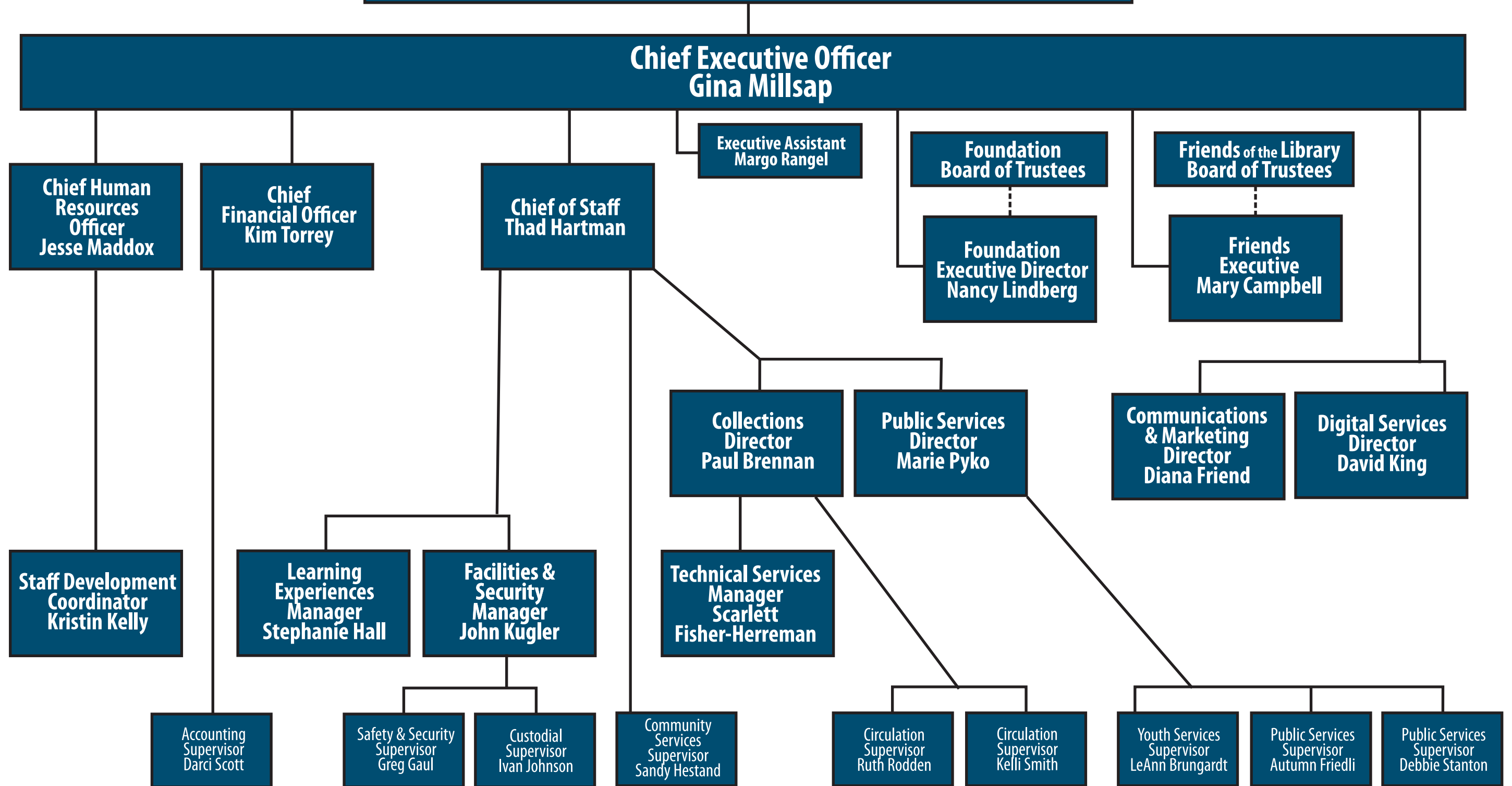
Data Source: 2017 ACS 5-Year Population Estimate

Number of children currently enrolled: **5,442**

Number of graduated children: **2,048**



# Library Board of Trustees



## **FOOD SERVICE AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of December, 2019 by and between The Library Foundation, Inc., a Kansas not-for-profit corporation with its principal place of business located at 1020 Southwest Washburn, Topeka, Kansas, hereinafter referred to as the “Foundation”, and Engroff Catering, Inc., a Kansas corporation with its principal place of business located at 2127 SW Westport Road, Topeka, Kansas, 66614, hereinafter referred to as “Engroff Catering.”

WHEREAS, the Topeka and Shawnee County Public Library, hereinafter referred to as the “Library”, “performs a governmental purpose by providing library and other public services; and

WHEREAS, the Foundation has agreed to operate, manage and maintain the Millennium Café and adjoining Claire’s Courtyard, hereinafter referred to collectively as the “Café,” for the Library upon the terms and conditions set forth in a Restated and Amended Development and Management Agreement dated December \_\_, 2019; and

WHEREAS, Engroff Catering agrees to assist the Foundation in its operation, management and maintenance of the Café upon the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the premises and the mutual promises and agreements herein set forth, the parties agree as follows:

### ARTICLE I – Premises and Equipment

The Library, in furtherance of its governmental purposes, has constructed the Cafe for the use by the general public, and purchased and installed all tables, chairs, benches, counters, furnishings, lightings and sound systems, fixtures, ovens, stoves, shelving, refrigeration, cash register, china, crystal, silverware, glassware and all other fixtures and personal property to be used in carrying on the business of the Café.

During the term of this Agreement, Engroff Catering shall not be entitled to mortgage, encumber, hypothecate or otherwise grant a security interest in the Café. The real estate, all fixtures and improvements, and all machinery and equipment currently installed in the Café, or which becomes or constitutes a part of the Café, and the Café as repaired, rebuilt, rearranged, restored or replaced by the Library and/or the Foundation, except as otherwise specifically provided herein, shall immediately when erected or installed become the property of the Library as if the same had been erected or installed prior to the term of this Agreement.

The Library and the Foundation reserve the right to purchase items of machinery and equipment necessary for the operation of the Café and to furnish the same to Engroff Catering. All such purchases by the Library or by the Foundation shall be made upon their respective purchase orders. Title to all such machinery and equipment so purchased shall become Library property as part of the Café and shall be made available to Engroff Catering as provided herein.

The Foundation and Engroff Catering agree that certain services and facilities are essential to the effective operation of the Café. The Foundation agrees to keep the Café furniture and equipment in good repair and working order. The Library agrees to provide, or cause to be provided, the essential services as provided below:

- a. pest control;
- b. keys to the Library and Café facilities to be provided to Engroff Catering;
- c. telephone service including phone, phone lines, directory listing and switchboard service, and local service, it being understood that Engroff Catering shall reimburse the Library for any and all long-distance telephone charges;
- d. storage space for food and supplies to be used solely for Café purposes;
- e. housekeeping in the dining areas of the Cafe;
- f. parking for necessary personnel to operate the Café, and
- g. exterior signage as the Millennium Café and Claire's Courtyard, or such other name(s) as the Library, in its sole discretion, chooses.

Subject to the terms and conditions of their Restated and Amended Development and Management Agreement, the Library appointed the Foundation as the manager of the Café during the term of that Agreement. As such, the Foundation shall receive, without reimbursement from or payment to the Library, all and any revenues and income from the Café, except as otherwise provided under the terms of this Food Service Agreement.

Engroff Catering recognizes, agrees and acknowledges, that during the term of this Food Service Agreement, it shall operate the Café with some supervision of the Library, which will result in the Library maximizing the benefits that result from establishing and maintaining the Café in the public library and the beneficial use of a library café by the citizens of Shawnee County and the state of Kansas.

#### ARTICLE II - Taxes

Engroff Catering shall, during the term of this Food Service Agreement, bear, pay and discharge, before the delinquency thereof, all taxes, if any, which may be lawfully taxed, charged, levied, assessed or imposed upon or against or be payable for or in respect of the Café, or any operation thereof, including any new lawful taxes and assessments to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied, and further all other governmental charges and impositions whatsoever, foreseen or unforeseen, which if not paid when due would impair or encumber the Library's title to the Café.

#### ARTICLE III – INSURANCE

Engroff Catering shall carry worker compensation coverage at all times during the initial and any additional term(s) of this Food Service Agreement for its employees. Engroff Catering shall also carry and maintain, for the mutual benefit of itself, the Library and the Foundation, their officers, trustees and agents, a policy of general liability insurance against loss or damage by all risks on or about the premises of the Café, and naming the Library and the Foundation



together with their respective employees and trustees as additional insureds, in the minimum amount of One Million (\$1,000,000.00) Dollars for each occurrence and Two Million (\$2,000,000.00) Dollars in the aggregate. The cost of all insurance to be provided under this ARTICLE III shall be borne solely by Engroff Catering.

#### ARTICLE IV – OPERATION & MANAGEMENT

Engroff Catering shall permit public access to the Café during the times specified in this Food Service Agreement; provided, however, nothing herein shall prohibit Engroff Catering from creating limited access areas for health and safety reasons or from creating limited access areas for specific purposes, such as events sponsored by the Library, its staff association, the Friends of the Topeka and Shawnee County Public Library or the Foundation, which limited access areas shall be approved by the Library, which such approval shall not be unreasonably withheld or delayed; nor shall anything herein contained prohibit Engroff Catering from charging a reasonable fee for any type of food, beverage or services provided at the Café. Engroff Catering shall provide all food and beverages, including vending machines specified by the Library, to be served in the Library building, including at special events approved in advance by the Library, during the term of this Food Service Agreement. Engroff Catering shall also provide all food and beverages that the Library and its related organizations plan to serve in conjunction with programs they sponsor or functions they host at the Library or elsewhere.

Engroff Catering agrees and covenants that under no circumstances will it use any Café premises or equipment to cater, i.e., prepare, arrange or deliver food and beverages to be served by Engroff Catering away from Library premises for the social or professional events of any individual or entity other than the Library and its related organizations, provided however, Engroff Catering may use Café premises and equipment to prepare takeout orders from Café diners.

Engroff Catering shall purchase, deliver, receive, prepare, serve and pay for all food and beverages necessary to provide a proper food service program as specified in this Food Service Agreement.

Engroff Catering shall be solely responsible for employee compensation, including all applicable taxes, insurance, records, payroll processing, applicable statutes and also for any losses incurred as a result of dishonest, fraudulent or negligent acts caused by it, its employees, and/or its agents.

Engroff Catering shall obtain the written approval of both the Foundation Chair and the Chief Executive Officer of the Library prior to changing the on-site managers of the Café.

Engroff Catering may not assign, mortgage, pledge, sell or in any manner transfer, convey or dispose of its interest in this Food Service Agreement or part hereof without the prior written consent of the Foundation.

Engroff Catering agrees that it will, during the term of this Food Service Agreement, keep and maintain the Café and all parts thereof in good condition, and shall replace or repair

any part of the Café furnishings and equipment which are damaged or destroyed through its intentional or negligent acts or those of its agents, and that during said term, it will operate the Café according to the conditions of this Food Service Agreement.

Engroff Catering shall not have the right to remove from the Café and sell or otherwise dispose of any machinery and equipment which constitutes a part of the Café without the prior written permission of the Library, and even with such written permission, the disposition of machinery and equipment intended in this paragraph shall be undertaken by the Library.

In its management of the Café Engroff Catering shall:

- a. operate the café facilities 8:00 a.m. through 5:30 p.m. on Monday through Saturday, and at such other times as mutually agreed from time-to-time;
- b. offer for sale at reasonable prices only the food and beverages approved in advance by the Library and the Foundation, ;
- c. to maintain at all times in the kitchen and dining areas of the Café the highest degree of cleanliness, orderliness and sanitation, free from offensive odors and excessive noise;
- d. follow and enforce all rules and policies of the Library and the Foundation;
- e. meet with Library and /or Foundation officials at any and all requested meetings;
- f. empty the cash register before daily close of business;
- g. offer for sale in the Café the items listed on Exhibit “B” prepared from recipes provided by the Library;
- h. refrain from using the Café to conduct any business other than a Café in furtherance of this Food Service Agreement;
- i. to submit any signage, advertising, promotional or marketing materials to the Library for approval prior to posting or placement;
- j. operate the Café solely under the names, “Millennium Café,” and “Claire’s Courtyard” without accompanying words or symbols unless otherwise permitted by the Library;
- k. provide the public with consistently high quality service that is polite and responsive;
- l. cause its employees who will be providing public service in the Café to be appropriately attired without logos other than “Millennium Café” and/or “Claire’s Courtyard;”
- m. schedule and cause all deliveries of food and other materials necessary to the operation retain all Lettuce Be, Inc., employees in the Millennium Café on the date of this Agreement;
- n. prepare and serve the types of food as described on Exhibit A attached hereto;
- o. not offer discounts, special privileges or coupons to anyone without the prior approval of the Foundation and the Library, provided however, that a discount in the percentage determined by Engroff Catering shall apply to purchases from the Café by Library staff and on-duty volunteers, all of whom must produce proper credentials at the time of purchase;
- p. serve all food products to patrons by hand, i.e., refrain from calling out order numbers or names of diners;

- q. post daily menu items and prices on the Library website, and coordinate any and all marketing and promotion activities of the Café with the Library;
- r. meet the demands of non-Library-related organizations who require food and beverages to be served at functions in the Library building and Claire's Courtyard in advance by the Library, even if such events are scheduled outside the Library's normal operating hours;
- s. keep locked at all times the door connecting the kitchen area of the café to the pass-through corridor on the East wall of the kitchen;
- t. cooperate with the Library in the preparation and service of food and beverages to eligible individuals through the Harvesters and/or CHAMPSS programs, should the Library determine to participate in such programs; and
- u. acquire a Kansas liquor license as needed to serve alcoholic beverages upon approval of the Library and in accordance with its policies. The license may be needed only on an event-by-event basis.

#### ARTICLE V – Additions

Engroff Catering shall not make any addition, change or alteration of a permanent nature to any part of the Café.

#### ARTICLE VI – Securing Permits

Prior to and following the commencement of providing and dispensing food products from the Café, Engroff Catering shall not conduct or permit others under its control to conduct any business at the Café until it has paid for and received all requisite municipal, state and federal governmental permits, licenses and authorizations.

#### ARTICLE VII – Encumbrances Prohibited

Engroff Catering shall not do or suffer anything to be done whereby the Café, or any part thereof, may be encumbered by any mechanic's or other similar lien. Should any mechanic's or other similar lien be filed against the Library purporting to be for or on account of any labor done or materials or services furnished in connection with any work in, on or about the Café done by, for or under the authority of Engroff Catering or anyone claiming by, through or under the authority of Engroff Catering, this Food Service Agreement shall terminate immediately. Notice is hereby given that neither the Library nor the Foundation authorizes or consents to and shall not be liable for any labor or materials furnished to Engroff Catering or anyone claiming by, through or under it upon credit, and that no mechanic's or similar lien for any such labor, services or materials shall attach to or affect the interest of the Library in and to the Café or any part thereof.

#### ARTICLE VIII – Utilities

All utilities and utility services other than long distance telephone charges used by Engroff Catering in connection with the operation and use of the Café shall be paid for by the Library and shall be contracted for solely by the Library in its name and at its sole cost and expense. Engroff Catering shall not publish nor permit others under its control to publish a

telephone number for the Café. Engroff Catering shall ensure that the salutation, “Millennium Café,” shall be used when answering the telephone provided for in this Article VIII.

#### ARTICLE IX – Indemnity

The parties hereto covenant and agree to indemnify, protect, defend and save the other harmless from and against any and all claims, demands, liabilities and costs, including reasonable attorneys’ fees, arising from damage or injury, actual or claimed, of whatsoever kind or character, to property or persons, occurring or allegedly occurring in, on or about the Café or arising as a result of any use thereof by the party from whom the indemnity is sought, during the term of this Food Service Agreement, except for damage or injury caused by the intentional acts or omissions or the gross negligence of the party seeking to be indemnified and held harmless. Upon notice from the other party, the party providing the indemnity in each such situation shall defend the other in any action or proceeding brought thereto.

#### ARTICLE X – Access

The Library and its duly-authorized representatives and agents, shall have the right to enter the Café at all reasonable times during the term of this Food Service Agreement for the purposes of (a) examining and inspecting the same, and (b) installing, repairing and removing Café fixtures, furnishings, machinery and equipment. The Foundation and its authorized representatives shall have the right to enter the Café at all reasonable times to allow it to perform its obligations under this Food Service Agreement.

Engroff Catering shall have access to the Café at reasonable times prior to and following the Library’s usual operating hours as necessary to operate the Café as intended under the terms of this Food Service Agreement.

#### ARTICLE XI – Termination

The Foundation shall have the right to terminate this Food Service Agreement effective upon delivery of notice of termination if Engroff Catering:

- (a) abandons the Café;
- (b) fails to perform any material covenant or promise contained in this Food Service Agreement,
- (c) allows or permits a mechanic’s lien or other encumbrance to attach to the Library, or
- (d) takes any act or fails to perform any act which would cause the Foundation to breach its obligations to the Library as contained in the Restated and Amended Development and Management Agreement.

Upon the occurrence of an event of default, Engroff Catering’s rights to use, operate and maintain the Café during any remaining term of this Food Service Agreement shall cease, and Engroff Catering shall peacefully surrender possession of the Café to the Library, in good

condition and repair, ordinary wear and tear excepted. Engroff Catering shall have the right, for a period of five (5) days following surrender of possession of the Café, to remove from the café any of its machinery, equipment, furniture and trade fixtures. All such items that are not removed from the Café within the specified period of time shall become the property of the Library.

#### ARTICLE XII - Cooperation

To ensure a good working relationship between the Library, the Foundation and Engroff Catering regarding Café operations, the Library's chief executive officer, the Foundation's executive director and Engroff Catering's president shall meet and discuss any issues of interest regarding the Café operations at mutually-agreed times during the months of June and November each year beginning in 2020.

Engroff Catering shall submit sales reports on a monthly basis consisting of customer counts and gross dollar sales to the Foundation treasurer or designee, within the following month, and make cash register tapes available for audit by the Foundation at any reasonable time.

Engroff Catering shall maintain all records in support of this Food Service Agreement and make them available to proper federal, state, local, Foundation and Library authorities at any reasonable time. Such records shall be maintained by Engroff Catering for a period of three (3) years from the close of the fiscal year to which they pertain.

#### ARTICLE XIII –Term

The term of this Food Service Agreement shall be for the period beginning on January 1, 2020, and ending December 31, 2021, provided however, that Engroff Catering shall have the right to renew this Food Service Agreement for an additional two (2) years following the expiration of the original term, provided that Engroff Catering has substantially complied with all of the terms and conditions of this Food Service Agreement, and has provided the Foundation notice by not later than November 1, 2021, of its intent to renew this Agreement.

#### ARTICLE XIV – Fees

Engroff Catering shall pay to the Foundation the amount of One Thousand Five Hundred Dollars (\$1,500.00) on the first day of the month beginning January 1, 2020, and on the same day of each of the following eleven months, at which time the Foundation and Engroff Catering shall meet and make any adjustments in such fee, which adjusted fee, shall be due and payable to the Foundation on the first day of each month thereafter through December 2021. The fee may be adjusted in the event Engroff Catering exercises the option to renew the Food Service Agreement as provided in ARTICLE XIII.

#### ARTICLE XV – Miscellaneous Conditions

Notices. All notices required or desired to be given hereunder shall be in writing and all such notices and other written documents required or desired to be given hereunder shall be

deemed duly served and delivered for all purposes (a) upon the Foundation, if hand-delivered to its executive director or chair, or if a copy be mailed first class, postage prepaid to the executive director, 1020 Southwest Washburn, Topeka, Kansas 66604, or at such other address as the Foundation from time-to-time may designate in writing to Engroff Catering; and (b) if to Engroff Catering, if hand-delivered to any of its executives, officers, or managers, or if a copy be mailed first class, postage prepaid addressed to President, Engroff Catering, 1457 N. 1823 Road, Lawrence, Kansas 66044, or to such other address as it may designate in writing.

Waiver of Breach. No waiver of any breach of any covenant or agreement contained herein shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by either party of any covenant, agreement or undertaking, the non-defaulting party may nevertheless accept from the other any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such default or defaults which were in existence at the time such payment or payments or performance were accepted by it. This Food Service Agreement shall be construed against any such implicit waiver or renunciation of right after breach.

Consents. Whenever in this Food Service Agreement it is provided that the Library shall, may, or must give its approval or consent, The Library's consent shall be obtained from its chief executive officer.

Amendments. This Food Service Agreement shall only be amended, changed or modified in a writing executed by both the Foundation and Engroff Catering.

Governing law. This Agreement shall be construed and enforced in accordance with the law of the state of Kansas.

Invalidity of provisions. If for any reason any provision hereof shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Paragraph headings. The paragraph heading shall not be treated as a part of this Food Service Agreement or as affecting the true meaning of the provisions hereof.

Complete agreement. This Food Service Agreement and the exhibits and schedules hereto set forth all promises, covenants, agreements, conditions, and understandings between the parties hereto with respect to the subject matter hereof, together with all subsequent amendments and addenda thereto.

No partnership or agency. Nothing herein contained shall be construed or held to make the Library, the Foundation or Engroff Catering a partner, joint venturer or associate of one for more of the other of them in the conduct of their respective business, nor shall the Library, the Foundation and Engroff Catering be deemed to be the agent of one or more of the other them, it being expressly understood and agreed that the relationship between the three named entities is and shall at all times remain as provided by the conditions of this Food Service Agreement.

Other documents. The parties agree to execute and deliver such other documents, agreements or instruments as may be necessary or convenient to affect the purposes of this Food Service Agreement and to comply with any of the terms thereof.

**WHEREFORE**, the parties hereto have executed this Food Service Agreement as of the day and year first above mentioned.

**Engroff Catering, Inc.**

**The Library Foundation, Inc.**

\_\_\_\_\_  
Jeff Engroff, President

\_\_\_\_\_  
Marilyn Ward, Chair

**Exhibit "A"**

Food Service Agreement Dated December \_\_\_, 2020

Breakfast Items

Pastries

Salads and Quiche

Sandwiches

Entrees

Desserts

Assorted beverages

Special catering menus for events served at the Library



**Exhibit "B"**

Food Service Agreement Dated December \_\_, 2020

Vegetable beef soup

Lasagna

Sweet Basil Dressing

Chicken Salad

Rolls and select pastries

Scones

## Chief of Staff Report

Thad Hartman

November 21, 2019

### ***Technical Services RFP***

We have two action items on the agenda related to the new Technical Services workroom. The first is for the creation of the space on the lower level in a room that had primarily been used for storage. The bids for this project came in at very similar prices which were in line with what we expected. The low bid was from Kelley Construction, who is currently working on the Gallery and previously worked on the new Café entrance and the Team Rooms. We are pleased with the work they have done for us and are very comfortable with their selection.

The other bids are for the furniture that will go in the new Technical Services workroom. The main cost of the furniture is for new cubicles for this area. The footprint of the new cubicles will allow us to configure the staff in the area as efficiently as possible and the change in height will allow for a bit more privacy, but still maintaining an open feel to the room. The size of the room is smaller than the current workroom and the cubicles needed to be resized to fit everyone in the space while still maintaining enough space for them to do their work. The old cubicles were in use before Technical Services moved to the main library in 2000, so they are more than 20 years old.

### ***Gallery***

Work continues to progress nicely in the Gallery. Over the past month, walls have been framed, drywall put up, and electrical and plumbing have been roughed-in. Over the next few weeks they will focus on installing the movable wall track, framing the soffits, and installing the Tate grid, which is the structural component that will allow us to suspend heavy items from the ceiling.



### ***Duncan Smith and Community of Readers***

We had our first official phone call with Duncan Smith and his team to begin planning our training to become a community of engaged readers. We have identified a team of 15 library staff members who will work with Duncan's team, with our first face-to-face meeting to be scheduled for March 2020. This training will be extremely important in helping us create a new standard of readers services that customers can expect at the library, as well as help staff build relationships with customers around based on reading. This initial group of staff will have a lot of responsibility as they will then take the information and create training for the rest of the library so that this new standard of readers service can permeate the entire organization.

### ***Architect RFQ***

This past month we were busy completing the process in our search for an architectural firm for the update and implementation of the Facilities Master Plan. We received seven responses, interviewed five firms, visited two buildings, and had countless discussions among ourselves. We had a large pool of qualified candidates and it was a very difficult decision. Ultimately, we settled on HTK out of Topeka. We are very proud of the work that we have accomplished with Tevis/Civium and look to build on that success in the future.

## **Department Highlights**

### **Readers Services**

#### **Autumn Friedli, Public Services Supervisor**

Readers and authors enjoyed a morning of book chats, discovery, and community engagement at our 7<sup>th</sup> annual Great Writers Right Here book fair, on December 7. Over 40 authors pitched their books and signed copies for readers. Representatives from publishers, presses, writing organizations, and literary magazines connected with readers and writers throughout the event, sharing information and ideas for future projects. The event kicked off with a story time in the Kids Library, and five other authors read from their work or shared a presentation in the Learning Center. Around 200 customers visited the event, and most left with books in hand. Authors reported good sales, and even better connections.

### **Information and Learning**

#### **Debbie Stanton, Public Services Supervisor**

### ***Local History***

The library and Shawnee County Historical Society are working together to digitize all 85 editions of the *Shawnee County Historical Society Bulletins*. The book-length *Bulletins* were published annually from 1946 to 2011 and include sections written by local scholars, educators

and historians. We're excited to give these historical documents new life on our digital platform in early 2020.

### ***Baker Genealogy Center***

The Genealogy team and others in the library and community are hard at work planning a large genealogy event, Identity Quest, set for next November. Nationally known speakers and local experts will provide keynote and concurrent sessions while local cultural heritage groups share their identities through performances.

### ***Gallery***

The Alice C. Sabatini Gallery has continued to have a presence in the community during its remodeling. From February 17 to March 30 the gallery will be exhibiting an *Anthology of Vessels* at Leaping Llamas in downtown Topeka. During the closure the Gallery team has also focused on some back-of-house work including photographing and evaluating the permanent art collection and working on our web presence.

### ***Civic Engagement***

In 2020 the library will be expanding on our Deliberative Conversations programming by participating in the *Hidden Common Ground Initiative*. Using the same National Issues Forum books for guidance, we'll be hosting a series of deliberative conversations that focus on "little known or otherwise underappreciated areas of agreement among the public on solutions to tough issues, like health care, immigration and economic development"

(<https://www.publicagenda.org/programs-reports/the-hidden-common-ground-initiative/>).

*Hidden Common Ground* is a partnership with Kettering Foundation, Public Agenda, USA Today, National Issues Forum and Vote.Org and we're looking forward to tying our work into this important work at the national level.

**Business & Careers:** The Business team is kicking off a new concept in 2020 called the *How Did I Become?* series. In a series of web articles and possibly even video posts, the team will be interviewing local professionals about the path they took to their career including what inspired them along the way. We're hoping sharing these inspirational stories will help others along their career journey.

### ***Youth Services***

#### **LeAnn Brungardt, Youth Services Supervisor**

We are running short handed as a department. The crew has been fantastic at volunteering to cover Outreach Storytime's so that customers do not miss a visit from Boomer Bear. Additionally, part time staff have graciously continued to pick up extra hours on evening as weekends.

In mid-November Kyler Carpenter and Marlana Hodgkinson represented the library at the Kansas Children's Service League's state-wide Parent Leadership Conference. They provided literacy-based activities for kids in attendance. Activities included music and movement, a read aloud, and marshmallow decorating.

Our teen staff, Jenn Grammer and Kody Stadler, have been reaching out to area middle school and high school media specialists in order to strengthen our ties with them. Kody has been on staff for 3 months, so for him it is an opportunity for a face-to-face introduction.

Miranda Ericsson has been working with contacts at Washburn for an author visit. Save the date! Young Adult author Adib Khorram will be on Washburn's campus on February 26. Khorram's best known work is *Darius the Great is Not Okay*. Three sessions will be made available for Khorram's presentation on his journey as a writer and a reader. The collaboration between Washburn and the Topeka and Shawnee County Public Library will not only give area teens and new adults the chance to hear a bestselling and critically acclaimed author, but it will get middle and high schoolers onto our city's college campus.

Weekends have been busy. Natalie Moreland was a principal part of the development and implementation of the recent Frozen Party on November 23; and a week later, November 30, she was a part of the Holiday Parade efforts that included the new Book Bike. On December 7, Luanne Webb assisted with the Great Writers Festival.

Our newest staff member, Debbie Reiff, has been studying and putting in driving practice with Bookmobile staff in preparation for her driver's test. We have her working on the Learn & Play Bus regularly and will eventually have her drive it too.

Just today we have added a new product to our read-along offerings; Wonder Books. These are like another product we have called Vox. In both cases the recording is a part of the book itself. Customers hit the play button to hear it read as they follow along. We have both picture books and early reader book varieties. Audio books are a fun way to read and learn. Not only that, but they can help struggling readers with all sorts of things like vocabulary, pace, and motivation. Being audio, they also provide a format that better fits some people's predominant learning style. In the case of Wonder Books, Vox and traditional read along books, kids get audio and visual at the same time. These types of materials are hot ticket items.

## **Technical Services**

### **Scarlett Fisher-Herremann, Technical Services Manager**

I would like to share a brief update on where things stand with the purchasing suspension of eBooks published by MacMillan Publishing. We discontinued purchasing new and renewing

Macmillan ebook licenses on November 1, 2019. We informed our community of readers about our decision and have received many positive comments supporting our decision. As of December 11, over 50 library systems have joined us in suspending purchasing with Macmillan.

As for the numbers, Since November 1, we have opted not to purchase 230 new and renewing Macmillan licenses at a total cost of approximately \$7,500.00. If the suspension were not in effect, we would most likely not repurchase several the expiring licenses due to low customer demand however we would purchase most new titles. Since the suspension began, we have declined to purchase approximately \$4000.00 in Macmillan ebooks that we would have purchased without a suspension in place. We are moving these resources to purchases with other publishers and have been monitoring print book demand on Macmillan titles.

While we are not currently ordering Macmillan ebook content, we are keeping careful track of titles so we'll be ready in the hopeful event that Macmillan will change their position. We continue to adhere to our core value of providing free and equal access to books and all types of information. Hopefully, 2020 will be a year of positive developments with ebook access for all.

## **Learning Experiences**

**Stephanie Hall, Learning Experiences Manager**

### ***Friday Night Gaming***

I was approached by a student at Washburn who had participated in the MegaCake Meltdown gaming program back in June who asked if we could offer regular gaming at the library. Since I am willing to try just about anything, I started offering Friday Night Gaming in the Learning Center this past month on Fridays from 4:30-8:30.

There have been some pleasant unexpected results since offering these opportunities. I have learned:

- Offer gaming and they will come...all ages.
- Gamers will own the space.
- Gamers will help one another no matter the age or skill difference.



I have been especially pleased to see a couple of our regular teens get involved with this program. They meet me in the learning center about 4:00 every Friday and offer to help set up to the point where I just need to get the equipment and games out of the closet, and they set up the space. When kids start to come in to play, they will help them get set up if they have problems. I asked them to make sure people respect the space, equipment and one another and they take this job very seriously. I will be working with them to become official volunteers at the library and begin the conversation about future plans and resume building. There only request was they get 3D printed badges, so I asked Jacob and TJ to help me and they now have Gaming badges.

The young man on the right brought his own laptop and gaming console and allowed two of our regular tweens the opportunity to play. He explained how the game was played and walked them through some tricks and ways to make their character do certain things. He was incredibly patient and the two who were allowed to try it out were careful with his stuff and thanked him.



The gentleman in the picture on the bottom left was helping two young men get their characters set up on SuperSmash Brothers Ultimate.

The photo on the bottom right shows the focus of the gamer as well as the variety of people who came to play. At one point we had about 25 gamers gaming at the same time.



### ***Frozen Fun***

Another fun event that we threw in the Learning Center was a Frozen party to celebrate all things Frozen and get everyone excited for the new movie. Natalie Moreland and I planned a morning full of fun and messy things to do.



We made snow inside which was super messy and fun (above left). Ice sculptures were made (above middle) and snowballs were thrown inside (above right). All things that are usually frowned upon at home we let kids do at the library.

Probably the most popular activity we had for the kids was shoveling snow. Yes, we let kids shovel snow inside. Well, packing peanuts, but it looked like snow.





Overall, we had 153 people come to celebrate Frozen and play. We also encouraged those who were here at 10:00 to go to story time with Kyler so he had an extra big crowd.





## **Resolution – Bid for Security Camera Upgrade**

**BOARD OF TRUSTEES  
December 19, 2019**

**Be it resolved that the Board of Trustees, Topeka and Shawnee County Public Library, approves the bid submitted by American Digital Security, Liberty, Missouri in the amount of \$89,871.38 to upgrade the Library’s IP security cameras and peripheral equipment, and to virtualize the Library’s storage system for security camera videos. Funding for this purchase shall be paid from the General Fund, Digital Services Support budget line item.**

### **Policy and Background Information:**

The Library’s security camera system currently has a mix of newer digital IP-based cameras and older analog-based cameras. The older cameras do not capture the clear visual resolution required in a modern security camera system and operate on older technology. Replacing those older cameras with newer cameras with a sharper focus will help the Library’s security staff better manage safety and security in and around the building. This project includes replacing 79 cameras with newer cameras and will virtualize the Library’s network video recorders (video storage servers).

In accordance with the Board of Trustees Purchasing Policy dated January 19, 2017, this project was expected to exceed \$20,000 and bids were sought through a fixed-bid, Request for Proposal (RFP) issued October 10, 2019. There was a mandatory conference/site visit required for each bidder.

Two acceptable bids were received at a public meeting at 2:00 pm, November 9, 2019. Two bidders were present. Bid summary is attached.

On November 21, 2019, the vendor with the low bid provided a demonstration to ensure the software and equipment listed in the vendor’s bid met specifications and was compatible with the Library’s existing security equipment.

**Staff Recommendation:**

TSCPL staff recommends the approving the bid from American Digital Security of \$89,871.38 for the upgrade of the Library’s security camera system. The Purchasing Policy does not require the lowest bid be awarded although the recommended bid is the lowest. The recommended bidder has agreed to complete the upgrade within 60 calendar days from the date of the contract award.

**Resolution by** \_\_\_\_\_

**Seconded by** \_\_\_\_\_

**Resolution passed/failed by a vote of** \_\_\_\_\_

**Date** \_\_\_\_\_

**Topeka Shawnee County Public Library  
1515 SW 10th Avenue  
Topeka, KS 66604-1304**

*Security Camera Upgrade*

**Bid Tabulation Form  
November 8, 2019, 2:00 p.m. CDT**

<b>Company</b>	<b>Location</b>	<b>Notes</b>	<b>Calendar Days to Deliver upon Award</b>	<b>Site Visit?</b>	<b>References Provided?</b>	<b>Equipment/Cabling</b>	<b>Support/Warranties/Training</b>	<b>Total Bid</b>
American Digital Security	Liberty, MO	Hand-delivered bid & present at the bid opening	60	Yes	Yes	\$ 89,871.38	Included in Base	\$ 89,871.38
Cam-Dex Security Corp.	Kansas City, KS	Hand-delivered bid & present at the bid opening	120	Yes	Yes	\$ 72,359.45	\$ 63,216.55	\$ 135,576.00

\*References were required to be submitted with bid.



## **Resolution – Bid for Technical Services Department Relocation**

### **BOARD OF TRUSTEES December 19, 2019**

**Be it resolved that the Board of Trustees, Topeka and Shawnee County Public Library, approves the bid from Kelley Construction, Topeka, Kansas, in the amount of \$244,700 for the renovation of a lower level storage area for the relocation of the Technical Services Department. This expenditure is included in the approved 2019 Facilities Master Plan budget and shall be paid from the General Fund, Special Projects line item.**

#### **Policy and Background Information:**

When the Facilities Master Plan was developed in 2016, one of the major goals was to increase public space to support learning, literacy, and civic engagement. We looked at several possible ways to increase public space, but it became apparent that the Technical Services workroom on the second floor was our best opportunity to provide a large amount of additional space that was in an accessible location to the public. Making this area into public space would necessitate the moving of the Technical Services department to a different location.

We considered several areas on the lower level in which to move Technical Services and settled on the old Talking Books room. This area had been used by the Talking Books service, which is a federal program for people with low vision, blindness, or other physical disabilities which make it difficult for them to read regular print. A large portion of this space was used to store Talking Book cassettes and a smaller section of the room had space for about 5 staff members. Approximately 10 years ago the Talking Books program sites were consolidated, and everything from our library was moved to Emporia. Since then this space has become a storage area for various odds and ends.

Scarlett and her team worked with John Huber and Civium Architects on the design of the new Technical Services workroom. There is less space in the new area than their current workroom, so they needed to make sure that the space was used efficiently and effectively. They have created a design and layout that will accommodate all their tasks and responsibilities and continue to maintain their high standards.

Once the space is remodeled and Technical Services moves into their new workroom, we will be able to start work on developing their current second floor space into additional public space. This will provide us with the opportunity to expand current spaces and services, create new services, and improve how the library is laid out. For example, we will be able to move some things that require quiet and concentration into spaces that have a lower noise level, and not in the same room as louder activities.

**Bid Process:**

In preparation for the bid process Library staff worked with Civium Architects to create a plan that would incorporate the furniture and staff layout developed by Technical Services staff in consultation with John Huber. Once a plan for the space was developed, bid specifications and the request for proposal were created.

In accordance with the Board of Trustees Purchasing Policy dated January 19, 2017, this project was expected to exceed \$20,000 and bids were sought through a fixed-bid, Request for Proposal (RFP) issued November 12, 2019.

The RFP and related documents were posted on the Library's website and email notification was sent to several companies regionally who have worked on similar projects.

Bids were received at a public meeting at 2:00 pm, December 3, 2019. Five bids were received before the bid deadline. Kelley Construction, and Osborne were present at the bid opening. Senne & Company, Shirley Construction, and Mohan submitted their bids electronically.

**Staff Recommendation:**

The low bid was from Kelley Construction. Kelley Construction's bid met all the necessary criteria. Kelley has worked with the library in the past and has performed quality work on projects such as the creation of the Team Rooms and Café entrance. They are currently working on the Gallery renovation.

TSCPL staff recommends the bid of \$244,700, submitted by Kelley Construction, Topeka, KS, be approved for the renovation of the lower level space that will become the new Technical Services workroom.

**Resolution by** \_\_\_\_\_

**Seconded by** \_\_\_\_\_

**Resolution passed/failed by a vote of** \_\_\_\_\_

**Date** \_\_\_\_\_

Topeka & Shawnee County Public Library  
Tech Services Department Remodel  
Bids Due: Dec. 3, 2019 2:00PM

CIVIUM ARCHITECTS  
BID TABULATION

Bidder's Name	Base Bid		Attended Pre-Bid	Addm. 01		Days to Complete	Qualifications/ Remarks
Senne & Co	\$263,125		x	x		90	
Kelley Construction	\$244,700		x	x		90	
Shirley Constr.	\$263,265		x	x		90	
Mohan	\$259,000		x	x		120	
Osborne	\$262,000		x	x		120	
Bob Florence			x	x			
Coal Creek			x	x			

Apparent Low Bidder



## **Resolution – Bid for Technical Services Furniture**

### **BOARD OF TRUSTEES**

**December 19, 2019**

**Be it resolved that the Board of Trustees, Topeka and Shawnee County Public Library, approves the bid from Modern Business Interiors, Lenexa, Kansas, in the amount of \$52,192.25 for furniture for the newly renovated Technical Services Department. This expenditure is included in the approved 2019 Facilities Master Plan budget and shall be paid from the General Fund, Special Projects line item.**

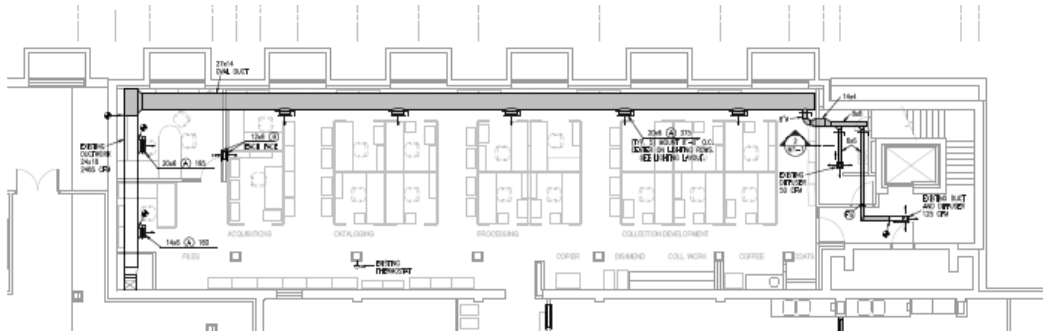
### **Policy and Background Information:**

Collections Manager Scarlett Fisher-Herreman and her team worked with LEAN specialist John Huber to design a layout for the new Technical Services space. The layout must accommodate all the current Technical Services staff and their responsibilities, with the addition of the six Collection Development staff members, who had been previously located in the Public Services workroom. This must be accomplished in a space smaller than the current Technical Services workroom.

One of the keys to making this layout work is using the space efficiently and right-sizing the staff workspaces. Reducing the size of the cubicles allows the new layout to work, while remaining large enough for staff to accomplish their work. The walls of the cubicles will be slightly taller than the current cubicles in Technical Services, but shorter than those in Public Services. This should allow for a degree of privacy but keep an open feel to the room.

The current cubicles in Technical Services were purchased before the department moved to the main library in 2000, so they are over 20 years old and ready for replacement. This project will provide cubicles and desks for 3 acquisitions staff members, 4 catalogers, 4 processors, and 6 collection development staff members. It will also provide furniture for the manager's office and cabinets used by the department.





### **Bid Process:**

In preparation for the bid process Library staff worked extensively with John Huber on the layout of the department. After creating a suitable layout and workflow, staff worked with Civium Architects to identify specific furniture needs to develop specifications. Once this was developed, the request for proposal was created.

In accordance with the Board of Trustees Purchasing Policy dated January 19, 2017, this project was expected to exceed \$20,000 and bids were sought through a fixed-bid, Request for Proposal (RFP) issued December 5, 2019.

The RFP and related documents were posted on the Library's website and email notification was sent to several companies regionally who have worked on similar projects.

Bids were received at a public meeting at 2:00 pm, December 12, 2019. Two bids were received before the bid deadline. Both bids were submitted electronically.

### **Staff Recommendation:**

The low bid is from Pure Workspace Solutions/BA Designs and used Teknion Expansion Caseloads for the office furniture. Modern Business Interiors (MBI) quoted AllSteel Approach office furniture. Library staff worked with Civium Architecture to evaluate the bids. While the MBI quote is higher than Pure Workplace Solutions, the furniture quoted by MBI is of higher quality and is a better solution for the Technical Services department. The difference in quality merits choosing the bid with the slightly higher cost.

TSCPL staff recommends the bid of \$52,192.25, submitted by Modern Business Interiors, Lenexa, KS, be approved for Technical Services furniture.

**Resolution by** \_\_\_\_\_

**Seconded by** \_\_\_\_\_

**Resolution passed/failed by a vote of** \_\_\_\_\_

**Date** \_\_\_\_\_

**Topeka Shawnee County Public Library  
1515 SW 10th Avenue  
Topeka, KS 66604-1304**

***Technical Services Furniture***

**Bid Tabulation Form  
December 12, 2019, 2:00 p.m. CDT**

<b>Company</b>	<b>Location</b>	<b>Notes</b>	<b>Calendar Days to Deliver upon Award</b>	<b>Total Bid</b>
Pure Workplace Solutions / BA Designs	Topeka, KS	Electronically delivered	60	\$ 48,015.20
Modern Business Interiors	Lenexa, KS	Electronically delivered	45	\$ 52,192.25

Note - BA Designs quote used Teknion Expansion Caseloads for the office space furniture

Note - MBI quote used AllSteel Approach for the office space furniture

The furniture quoted by MBI was determined to be of higher quality and better suited for the Technical Services workroom



## **Resolution – Bid for Auditorium Furniture**

### **BOARD OF TRUSTEES**

**December 19, 2019**

**Be it resolved that the Board of Trustees, Topeka and Shawnee County Public Library, approves the bid from Pure Workplace Solutions / BA Designs, Topeka, Kansas, in the amount of \$85,041.40 for auditorium tables and chairs. This expenditure is included in the approved 2019 Facilities Master Plan budget and shall be paid from the General Fund, Special Projects line item.**

#### **Policy and Background Information:**

The Library's Marvin Auditorium seats up to 400 people and can be divided into three separate meeting rooms. It is an extremely popular space that is used for a wide variety of purposes that often requires several set up changes each day. The tables and chairs are heavy and cumbersome to move which puts a physical strain on Library staff and takes a great deal of time to make changes. This requires the Library to leave up to three hours between meetings in the auditorium so that staff have enough time to make setup changes.

The Library is currently looking very closely at how meeting rooms are handled, and the excessive setup time has been identified as an area for improvement. The use of the new tables in the Learning Center highlighted how much setup in the auditorium could be improved with new furniture. The tables in the Learning Center are on wheels and fold and nest. One person can easily setup, make changes, and put away the tables, all with very little physical strain.

The library identified tables that combine the mobility and easy-storage capability of the Learning Center tables, along with a more substantive and professional look that is suitable for the meetings and events in the auditorium. These tables will be much easier to move for Library staff and will replace the current tables which are almost 20 years old and are showing a great deal of wear and tear.

In addition to the tables, the chairs in the auditorium are also almost 20 years old and can be heavy for staff to move, especially when setup can require more than 200 chairs for an event. The backs of the chairs are also starting to become loose and the cloth fabric on the seats and backs are difficult to clean. The Library has identified a lighter-weight chair that will still be comfortable and attractive for

customers and will allow library staff set up more efficiently and safely. They will also have an easily cleanable finish on the seat and back.

This bid includes 20 30" x 96" tables, 40 18" x 96" tables, and 300 chairs.

**Bid Process:**

In preparation for the bid process Library staff looked at several different table and chair options, including trips to other libraries to see examples of different types of furniture in use. After settling on a table and chair, the request for proposal was created.

In accordance with the Board of Trustees Purchasing Policy dated January 19, 2017, this project was expected to exceed \$20,000 and bids were sought through a fixed-bid, Request for Proposal (RFP) issued December 6, 2019.

The RFP and related documents were posted on the Library's website and email notification was sent to several companies regionally who have worked on similar projects.

Bids were received at a public meeting at 10:00 am, December 13, 2019. Two bids were received before the bid deadline. Both bids were submitted electronically.

**Staff Recommendation:**

The low bid was from Pure Workplace/BA Designs. This bid met all the necessary criteria. The library has purchased furniture from BA Designs in the past with good results.

TSCPL staff recommends the bid of \$85,041.40, submitted by Pure Workplace Solutions/BA Designs, Topeka, KS, be approved for new auditorium chairs and tables.

**Resolution by** \_\_\_\_\_

**Seconded by** \_\_\_\_\_

**Resolution passed/failed by a vote of** \_\_\_\_\_

**Date** \_\_\_\_\_

**Topeka Shawnee County Public Library  
1515 SW 10th Avenue  
Topeka, KS 66604-1304**

***Auditorium Furniture***

**Bid Tabulation Form  
December 13, 2019, 10:00 a.m. CDT**

<b>Company</b>	<b>Location</b>	<b>Notes</b>	<b>Days to Deliver upon Award</b>	<b>20 30" x 96" Tables</b>	<b>40 18" x 96" tables</b>	<b>300 Chairs</b>	<b>Delivery and Installation</b>	<b>Total Bid</b>
Pure Workplace Solutions / BA Designs	Topeka, KS	Electronically delivered	60	\$13,010.20	\$22,515.20	\$46,116.00	\$3,400.00	\$85,041.40
Modern Business Interiors	Lenexa, KS	Electronically delivered	40	\$14,234.60	\$20,345.20	\$51,858.00	\$2,928.00	\$89,365.80

Note - MBI 18" x 96" tables quoted were 18" x 72" tables



**Resolution – Bid for Bibliotheca Self-Check Kiosk Upgrade Kits**

**BOARD OF TRUSTEES  
December 19, 2019**

**Be it resolved that the Board of Trustees, Topeka and Shawnee County Public Library, approves the bid of \$23,067 by Bibliotheca for the purchase of Upgrade Kits for the library’s eleven self-check kiosks. This expenditure is a sole source purchase. \$20,664 will be paid from State Aid funds and \$2,403 will be paid from the General Fund, Digital Services Support line items.**

**Policy and Background Information:**

The Board of Trustees’ Purchasing Policy requires Board approval of the bid, since the proposed expenditure exceeds \$20,000 and is a sole source situation.

The library currently uses eleven Bibliotheca self-check kiosks throughout the building that were purchased in 2014. The Upgrade Kits include a new internal computer system and updates to the back-end software and firmware running on each kiosk.

**Staff recommendation:**

TSCPL staff recommends approving the bid of \$23,067 by Bibliotheca for the purchase of eleven self-check kiosk upgrade kits. This is a sole source purchase.

**Resolution by** \_\_\_\_\_

**Seconded by** \_\_\_\_\_

**Resolution passed/failed by a vote of** \_\_\_\_\_

**Date** \_\_\_\_\_



**Resolution – Thank you to The Library Foundation**

**BOARD OF TRUSTEES  
December 19, 2019**

**Be it resolved that the Topeka and Shawnee County Public Library Board of Trustees expresses its appreciation and sincere thanks to The Library Foundation President Marilyn Ward, the officers and members of the Board, Executive Director Nancy Lindberg, and all the volunteers who provide essential resources, are library champions and advocates, and help make TSCPL a world class library.**

**Resolution by \_\_\_\_\_**

**Seconded by \_\_\_\_\_**

**Resolution passed/failed by a vote of \_\_\_\_\_**

**Date \_\_\_\_\_**



**Resolution – Thank you to the Friends of the Topeka and Shawnee County Public Library**

**BOARD OF TRUSTEES  
December 19, 2019**

**Be it resolved that the Topeka and Shawnee County Public Library Board of Trustees expresses its appreciation and sincere thanks to the Friends of the Library President Sherryl Longhofer, the members of the Board, Executive Mary Campbell, and all the volunteers who provide essential resources, are champions and advocates, and help make TSCPL a world class library.**

**Resolution by \_\_\_\_\_**

**Seconded by \_\_\_\_\_**

**Resolution passed/failed by a vote of \_\_\_\_\_**

**Date \_\_\_\_\_**





**Joint Resolution – Thank you to Doug Petrie, Operator of the Millennium Café from 2001 - 2019**

**BOARD OF TRUSTEES  
December 19, 2019**

**Be it resolved that The Library Foundation and the Topeka and Shawnee County Public Library Boards of Trustees recognize and honor Doug Petrie who served as the operator for the Millennium Café' from 2001-2019, by expressing their thanks and appreciation for his tasty food, welcoming atmosphere, and quality of service to the Topeka community and especially to the customers of The Topeka and Shawnee County Public Library.**

In October 18, 2000 The Library Foundation Board of Trustees approved the bid from Doug Petrie, then of Peachtree Catering, as the first operator for the new library café. The competition was fierce, and Doug was one of seven vendors who bid for the contract. He was asked to do a tasting event for board members and The Library Foundation minutes reported that Library Executive Director David Leamon stated that "Doug did a yeoman's job." The first contract was for one year. That contract became a two-year agreement; and with the enthusiastic agreement of all involved, two years became twenty.

Under Doug's leadership, the Millennium Café has become known for its delicious and reasonably priced food in a welcoming atmosphere. His staff has provided friendly and professional service and the menu has always provided a variety of homemade soups, sandwiches, salads, and desserts. Doug has catered all library meetings and events in the library throughout his tenure.

His talented staff have prepared special pastries and unique hors d'oeuvres for the Wilder Society Tea that make the Tea a must-annual event each year.

Doug Petrie leaves a legacy of good service, good food, and good will. His food has been enjoyed by the customers of the library and has put the Millennium Café on the map as of one of the best places to have lunch in Topeka.

So, to Doug Petrie we say thank you for a job well done and enjoy this next part of life's journey!

**Resolution by** \_\_\_\_\_

**Seconded by** \_\_\_\_\_

**Resolution passed/failed by a vote of** \_\_\_\_\_

**Date** \_\_\_\_\_



**Resolution – Restated and Amended Development & Management  
Millennium Café Agreement**

**BOARD OF TRUSTEES  
December 19, 2019**

**Be it resolved that the Board of Trustees, Topeka and Shawnee County  
Public Library, approves the Restated and Amended Development &  
Management Millennium Café Agreement as presented.**

**Resolution by** \_\_\_\_\_

**Seconded by** \_\_\_\_\_

**Resolution passed/failed by a vote of** \_\_\_\_\_

**Date** \_\_\_\_\_

**RESTATED AND AMENDED  
DEVELOPMENT & MANAGEMENT MILLENNIUM CAFÉ AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of December, 2019, by and between the Topeka and Shawnee County Public Library, a Kansas municipal corporation hereinafter referred to as the “Library”; and The Library Foundation, Inc., a Kansas not-for-profit corporation with its principal place of business located at 1020 SW Washburn, Topeka, Kansas, hereinafter referred to as the “Foundation”.

WHEREAS, the Library performs a governmental purpose by providing library and other public services; and

WHEREAS, the Library, desires to further its public and governmental services by requesting the Foundation to operate, manage and maintain the Millennium Café and adjoining Claire’s Courtyard, hereinafter referred to collectively as the “Café” upon the terms and conditions hereinafter set forth; and

WHEREAS, the Foundation agrees to operate, manage and maintain the Café upon the terms and conditions hereinafter set forth; and

WHEREAS, the Library and Foundation entered into a Development and Management Agreement dated May 15, 2000, which the parties subsequently amended and restated in 2001, 2008, 2011 and 2017; and

WHEREAS, the Library and Foundation mutually desire to terminate their existing agreement as partial consideration for entering into this Agreement,

NOW THEREFORE, in consideration of the premises and the mutual promises and agreements herein set forth, the Library and the Foundation agree as follows:

ARTICLE I – Premises and Equipment

The Library, in furtherance of its governmental purposes, has constructed the Café, and has purchased and installed all tables, chairs, benches, counters, furnishings, lighting and sound systems, fixtures, ovens, stoves, shelving, refrigeration, cash register, china, crystal, silverware, glassware and all other fixtures and personal property to be used in carrying on the business of the Café.

During the term of this Agreement, the Foundation shall not be entitled to mortgage, encumber, hypothecate or otherwise grant a security interest in the Café. The real estate, all work and materials on the library building and improvements, all machinery and equipment currently installed in the Café, or anything under this Agreement which becomes or constitutes a part of the Café, and the Café as repaired, rebuilt, rearranged, restored or replaced by the Library or by the Foundation under the provisions of this Agreement, except as otherwise specifically provided herein, shall immediately when erected or installed become the property of the Library as if the same had been erected or installed prior to the term of this Agreement.

The Library reserves the right to purchase items of machinery and equipment necessary for the operation of the Café and to furnish the same to the Foundation. All such purchases by the Library shall be made upon purchase orders of the Library. Title to all such machinery and equipment so purchased by the Library shall become a part of the Café and shall be made available to the Foundation as provided herein.

The Foundation shall take custody and possession and shall be responsible for all loss or damage thereto to the same extent as if the Foundation were the owner thereof, except to the extent that such loss or damage is caused by the intentional acts or omission of the Library or its agents or by the gross negligence of the Library or its representatives. In the event the vendor of any such item of machinery or equipment shall have breached any warranty or made any misrepresentation in connection with the purchase thereof, the Foundation will prosecute all claims against said vendor and shall be responsible therefore as fully as if the same had been purchased by it and furnished to the Café; provided, however, that the Foundation shall be entitled to make such claim in the name of the Library.

The Library and the Foundation agree that certain services and facilities are essential to the effective operation of the Café. The Library agrees to provide, or cause to be provided, the essential services as provided below:

- a. pest control;
- b. keys to the Library and Café facilities to be managed by the Foundation;
- c. telephone service including phone, phone lines, directory listing and switchboard service, and local service, it being understood that the Foundation shall reimburse the Library for any and all long-distance telephone charges;
- d. storage space for food and supplies to be used solely for Café purposes;
- e. housekeeping in the dining area of the Cafe;
- f. parking for necessary personnel to operate the Café, and
- g. exterior signage as the Millennium Café and Claire's Courtyard, or such other name(s) as the Library, in its sole discretions, chooses.

Subject to the terms and conditions of this Agreement, the Library hereby appoints the Foundation as the manager of the Café during the term. As such, the Foundation shall receive, without reimbursement from or payment to the Library, all and any revenues and income from the Café.

The Library recognizes, agrees and acknowledges, that during the term of this Agreement, the Foundation shall operate, manage, control and use the Café, with the general supervision of the Library, which will result in the Library maximizing the benefits that result from establishing and maintaining a café in the public library and the beneficial use of a library café by the citizens of Shawnee County and the state of Kansas.

## ARTICLE II - Taxes

The Foundation shall, during the term of this Agreement, bear, pay and discharge, before the delinquency thereof, all taxes, if any, which may be lawfully taxed, charged, levied, assessed

or imposed upon or against or be payable for or in respect of the Café, or any operation thereof, including any new lawful taxes and assessments to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied, and further all other governmental charges and impositions whatsoever, foreseen or unforeseen, which if not paid when due would impair or encumber the Library's title to the Café.

### ARTICLE III – Insurance

During the term of this Agreement, the Library shall, at its sole cost and expense, on the behalf of the Library and the Foundation, as their respective interest may appear, keep the Café constantly insured against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance endorsement in use in the state of Kansas in an amount equal to the full insurable value thereof in such insurance company or companies authorized to do business in the state of Kansas as may be selected by the Library, and against loss or damage by all risks as and when in such amounts as such insurance is obtainable and generally carried according to the standards of the Library.

### ARTICLE IV – Operation and Management

Subject to the provisions of this Agreement dealing with events of default, the Foundation during the term of this Agreement, shall manage and operate the Café on behalf of and for the Library and its patrons' purposes. In accordance with the terms and conditions of this Agreement, the Foundation shall permit public access to the Café during the times specified in this Agreement; provided, however, nothing herein shall prohibit the Foundation from creating limited access areas for health and safety reasons or from creating limited access areas for specific purposes, such as events sponsored by the Library, its staff association, the Friends of the Topeka and Shawnee County Public Library or the Foundation, which limited access areas shall be approved by the Library, which approval shall not be unreasonably withheld or delayed; nor shall anything herein contained prohibit the Foundation from charging a reasonable fee for any type of food, beverage or services provided at the Café. The Library hereby grants to the Foundation the exclusive right to provide all food and beverages, including vending machines specified by the Library, to be served in the Library building, including at special events approved in advance by the Library, during the term of this Agreement. The Library further promises to purchase from the Foundation all food and beverages that the Library and its related organizations plan to serve in conjunction with programs they sponsor or functions they host in the Library building or elsewhere.

The Foundation may not assign, mortgage, pledge, sell or in any manner transfer, convey or dispose of its interest in this Agreement or part hereof without the prior written consent of the Library.

The Foundation agrees that it will, during the term of this Agreement, keep and maintain the Café and all parts thereof in good condition and repair, ordinary wear and tear excepted, including but not limited to the furnishing of all parts, mechanisms and devices required to keep the machinery and equipment constituting a part of the Café in good mechanical and working

order, and that during said term, it will operate the Café according to the conditions of this Agreement.

The Foundation shall not have the right to remove from the Café and sell or otherwise dispose of any machinery and equipment which constitutes a part of the Café without the prior written permission of the Library, and even with such written permission, the disposition of machinery and equipment intended in this paragraph shall be only to permit the Foundation to maintain an efficient operation by the removal of such machinery and equipment no longer suitable to the Foundation's operation of the Café.

In its management of the Café the Foundation shall:

- a. operate the café facilities 8: 00 a.m. through 5:30 p.m., Monday through Saturday, and at such other times as the Library and Foundation mutually agree from time-to-time;
- b. offer for sale at reasonable prices only the food and beverages approved in advance by the Library;
- c. maintain at all times in the kitchen and dining area of the Café the highest degree of cleanliness, orderliness and sanitation, free from offensive odors and excessive noise;
- d. follow and enforce all rules and policies of the Library;
- e. meet with Library officials at any and all requested meetings;
- f. empty the cash register before daily close of business so as not to have any funds overnight on Café premises;
- g. refrain from using the Café to conduct any business other than a Café in furtherance of this Agreement, including the absolute prohibition from using Café premises or equipment to cater, i.e., prepare, arrange or deliver food and beverages to be served away from Library premises for the social or professional events of any individual or entity other than the Library and its related organizations, provided however, the Foundation may use Café premises and equipment to prepare takeout orders from Café diners;
- h. submit any signage or advertising for the Café to the Library for approval prior to posting or placement;
- i. operate the Café solely under the names, "Millennium Café," and "Claire's Courtyard" without accompanying words or symbols unless otherwise permitted by the Library;
- j. provide the public with consistently high quality service that is polite and responsive;
- k. cause those providing public service in the Café to be appropriately attired without logos other than "Millennium Café" and/or "Claire's Courtyard;"
- l. schedule and cause all deliveries of food and other materials necessary to the operation of the Café to be made during those hours designated by the Library;
- m. prepare and serve the types of food as described on Exhibit A attached hereto; and
- n. cooperate with the Library in the preparation and service of food and beverages to eligible individuals through the Harvesters and/or CHAMPSS programs, should the Library determine to participate in such programs.

#### ARTICLE V – Additions

Subject to both the prior written approval of the Library and the conditions of this Agreement, the Foundation shall have and is hereby given the right, at its sole cost and expense, to make such additions to the equipment, furnishings or machinery in the Café as the Foundation from time to time may deem necessary or advisable; provided, however, the Foundation shall not make any addition, change or alteration of a permanent nature to any part of the Café. All additions made by the Foundation pursuant to the authority of this Article shall be deemed a part of the Café; provided, however, that additions of furniture, machinery and equipment in the Café by the Foundation, the acquisition cost of which is not borne by the Library, shall remain the property of the Foundation, provided further, however, that all such additional furniture, machinery and equipment which remain in the Library building after the end of the term of this Agreement become the property of the Library.

#### ARTICLE VI – Securing Permits

Prior to and following the commencement of operation of the Café, the Foundation shall not conduct or permit others under its control to conduct any business at the Café unless the Foundation has or shall have first procured and paid for all requisite municipal, state and federal governmental permits, licenses and authorizations.

#### ARTICLE VII – Encumbrances Prohibited

The Foundation shall not do or suffer anything to be done whereby the Café, or any part thereof, may be encumbered by any mechanic's or other similar lien and if, whenever and as often as any mechanic's or other similar lien is filed against the Café, or any part thereof, purporting to be for or on account of any labor done or materials or services furnished in connection with any work in, on or about the Café done by, for or under the authority of the Foundation or anyone claiming by, through or under the authority of the Foundation, the Foundation shall discharge the same of record within ten (10) days after receiving notice of the filing of the lien. Notice is hereby given that the Library does not authorize or consent to and shall not be liable for any labor or materials furnished to the Foundation or anyone claiming by, through or under the Foundation upon credit, and that no mechanic's or similar lien for any such labor, services or materials shall attach to or affect the interest of the Library in and to the Café or any part thereof.

#### ARTICLE VIII – Utilities

All utilities and utility services other than long distance telephone charges used by the Foundation in connection with the operation and use of the Café shall be paid for by the Library and shall be contracted for by the Library in its name and at its sole cost and expense. The Foundation shall not publish nor permit others under its control to publish a telephone number for the Café. The Foundation shall ensure that the salutation, "Millennium Café," shall be used when answering the telephone.



### ARTICLE IX – Indemnity

The parties hereto covenant and agree to indemnify, protect, defend and save the other harmless from and against any and all claims, demands, liabilities and costs, including reasonable attorneys' fees, arising from damage or injury, actual or claimed, of whatsoever kind or character, to property or persons, occurring or allegedly occurring in, on or about the Café or arising as a result of any use thereof by the party from whom the indemnity is sought, during the term of this Agreement, except for damage or injury caused by the intentional acts or omissions or the gross negligence of the party seeking to be indemnified and held harmless. Upon notice from the other party, the party providing the indemnity in each such situation shall defend the other in any action or proceeding brought thereto.

### ARTICLE X – Access

The Library, for itself and its duly-authorized representatives and agents, reserves the right to enter the Café at all reasonable times during the term of this Agreement for the purposes of (a) examining and inspecting the same, (b) installing, repairing and removing Café machinery and equipment, (c) performing its obligations under this Agreement.

The Library shall permit the Foundation access to the Café at reasonable times prior to and following the Library's usual operating hours.

### ARTICLE XI – Termination

The Library shall have the right to terminate this Agreement effective upon delivery of notice of termination to the Foundation if:

- (a) the Foundation abandons the Café; or
- (b) the Foundation fails to perform any material covenant or promise contained in this Agreement.

Upon the occurrence of an event of default, the Foundation's rights to use, operate and maintain the Café during any remaining term of this Agreement shall cease and the Library shall take possession of the Café, and the Foundation shall peacefully surrender possession of the Café to the Library, in good condition and repair, ordinary wear and tear excepted. The Foundation shall have the right, for a period of ten (10) days following surrender of possession of the Café to the Library, to remove from the café any machinery, equipment, furniture and trade fixtures which the Foundation owns under the conditions of this Agreement. All items located in the Café which are owned by the Foundation and are not removed from the Café within the specified period of time shall become the property of the Library.

### ARTICLE XII - Cooperation

To ensure a good working relationship between the Library and the Foundation regarding the operation of the Café, the Library's chief executive officer and chair of its Board of Trustees

shall meet at least annually with the Foundation's chair and executive director to discuss any issues of interest regarding the Café operations.

#### ARTICLE XIII –Term

The term of this Agreement shall be for the period beginning on January 1, 2020, and ending on December 31, 2021, provided however, the Foundation shall have the right to renew this Agreement for an additional two (2) years following the expiration of the original term, provided that the Foundation has substantially complied with all of the terms and conditions of this Agreement.

#### ARTICLE XIV – Miscellaneous Provisions

Notices. All notices required or desired to be given hereunder shall be in writing and all such notices and other written documents required or desired to be given hereunder shall be deemed duly served and delivered for all purposes (a) upon the Library, if hand-delivered to its chief executive officer or chief operations officer, or if a copy be mailed first class, postage prepaid to the chief executive officer, 1515 Southwest Tenth Street, Topeka, Kansas 66604, or at such other address as the Library from time to time may designate in writing to the Foundation; and (b) if to the Foundation, if hand-delivered to any of its executives or officers.

Waiver of Breach. No waiver of any breach of any covenant or agreement contained herein shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by either party of any covenant, agreement or undertaking, the non-defaulting party may nevertheless accept from the other any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such default or defaults which were in existence at the time such payment or payments or performance were accepted by it. This Agreement shall be construed against any such implicit waiver or renunciation of right after breach.

Consents. Whenever in this Agreement it is provided that the Library shall, may, or must give its approval or consent, or execute supplemental agreements, the Library shall not unreasonably, arbitrarily or unnecessarily withhold, delay or refuse to give such approvals or consents or refuse to execute such supplemental agreements. The Library's consent shall be obtained from its chief executive officer, unless this Agreement otherwise requires the consent of the Library's board of trustees.

Amendments. This Agreement shall only be amended, changed or modified in a writing executed by both the Library and the Foundation.

Governing law. This Agreement shall be construed and enforced in accordance with the law of the state of Kansas.

Invalidity of provisions. If for any reason any provision hereof shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Paragraph headings. The paragraph heading shall not be treated as a part of this Agreement or as affecting the true meaning of the provisions hereof.

Complete agreement. This Agreement and the exhibits and schedules hereto set forth all promises, covenants, agreements, conditions, and understandings between the parties hereto with respect to the subject matter hereof.

No partnership or agency. Nothing herein contained shall be construed or held to make the Library a partner, joint venturer or associate of the Foundation in the conduct of its business, nor shall either party be deemed to be the agent of the other, it being expressly understood and agreed that the relationship between the parties hereto is and shall at all times remain contractual as provided by the conditions of this Agreement.

Other documents. The parties agree to execute and deliver such other documents, agreements or instruments as may be necessary or convenient to affect the purposes of this Agreement and to comply with any of the terms thereof.

**WHEREFORE**, the parties hereto have executed this Agreement as of the day and year first above mentioned.

**Topeka and Shawnee County  
Public Library**

**The Library Foundation, Inc.**

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Liz Post, Chair

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Marilyn Ward, Chair

**Exhibit “A”**

Restated and Amended  
Development and Management Agreement Dated December \_\_\_, 2020

Breakfast Items

Pastries

Salads and Quiche

Sandwiches

Entrees

Desserts

Assorted beverages

Special catering menus for events served at the Library



# Public Meeting Room and Event Spaces Use Policy

Board Approved 4-20-06

## Policy

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**1) Purpose:** The Topeka and Shawnee County Public Library encourages public use of meeting rooms as gathering places to exchange ideas, access and share information and participate in programs created for public enjoyment. Pursuant to the authority granted them by Kansas laws<sup>1</sup> this library's Board of Trustees adopts the following rules, regulations and fees for public use of meeting rooms and event spaces.

**2) Reserving Space:** Any individual or organization desiring to reserve meeting or event space at the library must follow the library's meeting room reservation procedures.

**3) Space Priority:** Programs and functions hosted or presented by the library are entitled to priority, including the necessity for the library to cancel a reservation made by a non-library organization or individual, if the space is needed for library purposes.

**4) Prohibited Activities:** Library meeting rooms and event spaces may not be used for any activity that is incompatible with the library environment or interferes with its operations. Examples of prohibited activities include but are not limited to: weddings, anniversary celebrations, funerals, birthday parties, reunions, dances, private parties, trade shows, conventions or pageants. However, the Sunroom in Claire's Courtyard may be used for parties that follow all other Library policies and procedures.

Sales of products or services, soliciting later sales, orders, or donations, charging admission or registration fees, and/or soliciting donations other than in conjunction with a program or event sponsored or hosted by the library, The Library Foundation, or the Friends of the Topeka and Shawnee County Public Library are prohibited in meeting rooms and event spaces, provided however, those hosting meetings or events may recover the actual cost of the printed materials, food and beverages distributed or served at the meeting or event.

**5) Customer Conduct Policy:** Those hosting meetings and events at the library and their guests agree to abide by all policies and regulations relating to the use of library facilities and accept responsibility for any and all damages to the library building, contents and equipment normal wear and tear accepted.

**6) Insurance Requirement:** At the sole determination of the Chief Executive Officer, a comprehensive general liability insurance policy in an amount not less than \$1 million naming

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<sup>1</sup> See K.S.A. 12-1265 and 1266(a).

the Topeka and Shawnee County Public Library as an additional insured may be required for certain types of events, and the certificate of insurance must be filed with the library's events coordinator at least one month in advance of the event.

**7) Catering:** All food and beverages served in meeting rooms and events spaces must be supplied by and purchased from the Millennium Café. Alcoholic beverages may not be served during hours that the library is open to the public.

**8) Fees and Charges:** The library may charge any and all applicable fees to any organization or individual using meeting rooms and event spaces. Subject to the other terms of this Policy, no room rental fee shall be charged to any non-profit organization or community group, individual or governmental organization holding a meeting or event that is both free and open to the public.

**9) Restrictions:** The library may impose time, place or manner restrictions on the use of meeting rooms and event spaces to 1) ensure that **all** patrons may use the library to the maximum extent possible, and 2) maintain the library environment.

**10) Meeting Content:** The Library neither approves nor disapproves of content, ideas or subject matter presented in meeting rooms and event spaces, and it does not accept responsibility for ensuring accuracy or presentation of all points of view.

**11) Delegation:** The Chief Executive Officer or designee is granted full authority to decide any exception to this Policy and to establish the procedures and fees necessary to implement it.

	TSCPL	TLF	Friends	Government	Community Group	Non-profit	Individual	For-profit
<b>Open Meeting</b>								Fee
<b>Closed Meeting</b>				Fee	Fee	Fee	Fee	Fee
<b>After Hours</b>		Fee	Fee	Fee	Fee	Fee	Fee	Fee



## Public Meeting Room and Event Spaces Use Policy and Guidelines

Board Approved 4-20-06

### Policy

**1) Purpose:** The Topeka and Shawnee County Public Library encourages public use of meeting rooms as gathering places to exchange ideas, access and share information and participate in programs created for public enjoyment. Pursuant to the authority granted them by Kansas laws<sup>1</sup> this library's Board of Trustees adopts the following rules, regulations and fees for public use of meeting rooms and event spaces.

**2) Reserving Space:** Any individual or organization desiring to reserve meeting or gathering event space at the library must first contact the events coordinator follow the library's meeting room reservation procedures.

**3) Space Priority:** Programs and functions hosted or presented by the library are entitled to priority, including the necessity for the library to cancel a reservation made by a non-library organization or individual, if the space is needed for library purposes.

**4) Prohibited Activities:** Library meeting rooms and event spaces may not be used for any activity that is incompatible with the library environment or interferes with its operations. Examples of prohibited activities include but are not limited to: weddings, anniversary celebrations, funerals, birthday parties, reunions, dances, private parties, trade shows, conventions or pageants. However, the Sunroom in Claire's Courtyard may be used for parties that follow all other Library policies and procedures.

Sales of products or services, soliciting later sales, orders, or donations, charging admission or registration fees, and/or soliciting donations other than in conjunction with a program or event sponsored or hosted by the library, The Library Foundation, or the Friends of the Topeka and Shawnee County Public Library are prohibited in meeting rooms and event spaces, provided however, ~~that~~ those hosting meetings or events may recover the actual cost of the printed materials, food and beverages distributed or served at the meeting or event.

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<sup>1</sup> See K.S.A. 12-1265 and 1266(a).

5) **Customer Conduct Policy:** Those hosting meetings and events at the library and their guests agree to abide by all policies and regulations relating to the use of library facilities and accept responsibility for any and all damages to the library building, contents and equipment normal wear and tear accepted.

6) **Insurance Requirement:** At the sole determination of the ~~Chief~~ Executive ~~Officer~~ ~~Director~~, a comprehensive general liability insurance policy in an amount not less than \$1 million naming the Topeka and Shawnee County Public Library as an additional insured may be required for certain types of events, ~~in which case, and~~ the certificate of insurance must be filed with the library's events coordinator at least one month in advance of the event.

7) **Catering:** All food and beverages served ~~at events or meetings~~ in meeting rooms and events spaces must be supplied by and purchased from the Millennium Café. Alcoholic beverages may not be served ~~at meetings or events~~ during hours that the library is open to the public.

8) **Fees and Charges:** The library may charge any and all applicable fees to any organization or individual using meeting rooms and event spaces. Subject to the other terms of this Policy, no room rental fee shall be charged to any non-profit organization or community group, individual or governmental organization holding a meeting or event that is both free and open to the public.

9) **Restrictions:** The library may impose time, place or manner restrictions on the use of meeting rooms and event spaces to 1) ensure that **all** patrons may use the library to the maximum extent possible, and 2) maintain the library environment.

~~9)10)~~ **Meeting Content:** The Library neither approves nor disapproves of content, ideas or subject matter presented in meeting rooms and event spaces, and it does not accept responsibility for ensuring accuracy or presentation of all points of view.

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~~10)11)~~ **Delegation:** The ~~Chief~~ Executive ~~Director~~ ~~Officer~~ or ~~her~~ designee is granted full authority to decide any exception to this Policy and to establish the procedures and fees necessary to implement it.

	TSCPL	TLF	Friends	Government	Community Group	Non-profit	Individual	For-profit
Open Meeting								Fee
Closed Meeting				Fee	Fee	Fee	Fee	Fee
After Hours		Fee	Fee	Fee	Fee	Fee	Fee	Fee





Topeka and Shawnee County Public Library  
Circulation and Borrower Statistics  
2019

	2019												2018 YTD	Change 18 TO 19%	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			Total
<b>CIRCULATION</b>															
<b>Main Library</b>															
Circulation Desk & Renewals	47,242	42,607	50,967	50,215	46,042	51,152	58,122	51,577	60,362	58,550	45,283		562,119	567,796	-1.0%
Interlibrary Loan	1,988	1,568	1,353	1,755	1,631	1,409	1,261	1,817	1,704	1,840	1,500		17,826	18,414	-3.2%
Self-Check	74,055	67,188	75,589	60,958	76,115	78,996	81,635	78,160	55,919	56,676	63,001		768,292	900,567	-14.7%
<b>Bookmobile</b>	19,004	14,162	17,589	20,938	16,279	19,628	20,911	14,872	23,028	21,354	19,944		207,709	229,612	-9.5%
<b>Red Carpet</b>	8,267	6,215	7,141	7,021	7,101	7,041	7,426	6,830	6,744	7,155	6,667		77,608	80,665	-3.8%
<b>Digital Downloads</b>	41,009	36,566	40,191	37,477	39,621	40,108	41,064	41,175	39,718	40,200	39,026		436,155	401,124	8.7%
<b>Library @ Work / Smartlocker</b>	2,522	2,258	2,526	2,409	2,522	2,256	2,407	2,539	2,640	2,661	2,337		27,077	24,206	11.9%
<b>TOTAL CIRCULATION</b>	<b>194,087</b>	<b>170,564</b>	<b>195,356</b>	<b>180,773</b>	<b>189,311</b>	<b>200,590</b>	<b>212,826</b>	<b>196,970</b>	<b>190,115</b>	<b>188,436</b>	<b>177,758</b>		<b>2,096,786</b>	<b>2,222,384</b>	<b>-5.7%</b>
<b>CIRCULATION DETAILS</b>															
<b>Print Material</b>	87,307	77,386	92,027	85,159	89,776	99,507	105,623	93,379	90,770	88,064	81,283		990,281	1,070,644	-7.5%
<b>Audio/Visual Material</b>	60,847	53,081	59,178	51,969	55,337	56,402	61,975	58,454	53,339	54,305	51,477		616,364	704,696	-12.5%
<b>Adult Materials</b>	91,557	80,069	89,301	79,750	84,084	84,660	91,678	87,198	81,677	83,745	77,530		931,249	1,034,891	-10.0%
<b>Children's Materials</b>	43,792	39,393	48,713	45,137	47,740	56,953	60,503	50,352	49,116	45,917	43,349		530,965	586,563	-9.5%
<b>Young Adult Materials</b>	3,862	3,334	4,373	4,013	4,671	5,579	5,923	5,206	4,697	4,276	3,918		49,852	52,063	-4.2%
<b>Red Carpet Materials</b>	8,943	7,671	8,818	8,228	8,618	8,717	9,494	9,077	8,619	8,431	7,963		94,579	101,823	-7.1%
<b>NEW Patrons</b>															
<b>Topeka / Shawnee County</b>															
Adults	643	536	677	464	625	702	829	727	666	643	520		7,032	7,069	-0.5%
Children (ages 17 and under)	120	145	174	109	233	314	313	195	175	157	118		2,053	2,769	-25.9%
<b>Red Carpet Outreach</b>	13	7	11	14	17	8	9	13	8	12	11		123	137	-10.2%
<b>NEKL</b>	64	76	69	49	54	80	76	51	76	63	89		747	708	5.5%
<b>Non-Resident</b>	0	1	1	0	0	1	1	0	0	0	1		5	6	-16.7%
<b>Total New Registrations</b>	<b>840</b>	<b>765</b>	<b>932</b>	<b>636</b>	<b>929</b>	<b>1,105</b>	<b>1,228</b>	<b>986</b>	<b>925</b>	<b>875</b>	<b>739</b>		<b>9,960</b>	<b>10,689</b>	<b>-6.8%</b>
<b>PATRONS DELETED</b>															
	<b>916</b>	<b>2,108</b>	<b>1,752</b>	<b>1,567</b>	<b>1,028</b>	<b>1,340</b>	<b>7,161</b>	<b>231</b>	<b>2,639</b>	<b>1,110</b>	<b>1,298</b>		<b>21,150</b>	<b>17,488</b>	<b>20.9%</b>
<b>BORROWERS</b>															
<b>Topeka / Shawnee County</b>															
Adults	54,323	53,646	53,560	53,344	53,578	53,583	53,942	54,727	54,022	53,898	53,754		53,754	53,957	-0.4%
Children (age 0 - 17)	19,025	18,974	18,893	18,819	18,785	18,793	18,807	18,908	18,359	18,134	17,976		17,976	19,290	-6.8%
<b>Red Carpet Outreach</b>	1,093	1,178	1,180	1,166	1,173	1,178	1,178	1,189	1,168	1,162	1,169		1,169	1,202	-2.7%
<b>NEKL</b>	7,344	7,385	7,370	7,347	7,335	7,306	7,292	7,332	7,204	7,276	7,291		7,291	7,218	1.0%
<b>Non-Resident</b>	45	42	42	42	42	42	43	43	43	42	43		43	46	-6.5%
<b>Delinquent</b>	118	110	110	112	110	114	107	116	107	104	103		103	129	-20.2%
<b>TOTAL BORROWERS</b>	<b>81,948</b>	<b>81,335</b>	<b>81,155</b>	<b>80,830</b>	<b>81,023</b>	<b>81,016</b>	<b>81,369</b>	<b>82,315</b>	<b>80,903</b>	<b>80,616</b>	<b>80,336</b>		<b>80,336</b>	<b>81,842</b>	<b>-1.8%</b>
<b>Holds Satisfied</b>															
	<b>20,311</b>	<b>17,713</b>	<b>19,383</b>	<b>19,108</b>	<b>18,975</b>	<b>18,389</b>	<b>20,848</b>	<b>19,745</b>	<b>18,503</b>	<b>18,445</b>	<b>16,509</b>		<b>207,929</b>	<b>211,732</b>	<b>-1.8%</b>
<b>CHECK-IN</b>															
<b>TOTAL CHECK-IN</b>	<b>101,712</b>	<b>87,079</b>	<b>100,382</b>	<b>95,974</b>	<b>100,959</b>	<b>100,951</b>	<b>119,028</b>	<b>105,753</b>	<b>95,437</b>	<b>97,598</b>	<b>91,306</b>		<b>1,096,179</b>	<b>1,219,656</b>	<b>-10.1%</b>

Topeka and Shawnee County Public Library  
Circulation and Borrower Statistics  
2019

	2019												2018 YTD	Change 18 TO 19%			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			Total		
<b>COLLECTION</b>																	
Materials Added	6,663	4,219	4,170	4,289	4,389	4,550	4,866	5,620	4,382	5,032	4,128		52,308	56,662	-7.7%		
Materials Discarded	8,012	5,503	5,113	6,032	6,529	6,608	7,023	4,705	5,670	7,976	7,156		70,327	69,954	0.5%		
<b>TOTAL COLLECTION</b>	<b>422,652</b>	<b>421,368</b>	<b>420,425</b>	<b>418,682</b>	<b>416,542</b>	<b>414,484</b>	<b>412,327</b>	<b>413,242</b>	<b>411,954</b>	<b>409,010</b>	<b>405,982</b>		<b>405,982</b>	<b>429,310</b>	<b>-5.4%</b>		
<b>WEBSITE</b>																	
tscpl.org Unique Visitors	31,108	29,860	32,154	30,192	31,848	29,378	28,843	28,266	28,218	32,578	33,953		336,398	324,767	3.6%		
tscpl.org Total Visits	57,442	52,300	56,131	52,841	56,515	53,897	53,880	52,344	50,252	55,638	54,992		596,232	578,794	3.0%		
catalog.tscpl Unique Visitors	20,841	18,726	20,190	18,403	20,345	21,429	20,169	22,241	19,927	20,310	18,814		221,395	201,953	9.6%		
catalog.tscpl Total Visits	48,363	41,882	45,972	42,336	46,053	48,030	47,404	50,632	46,746	47,407	42,426		507,251	456,275	11.2%		
<b>NOTARY SERVICE</b>	<b>154</b>	<b>116</b>	<b>153</b>	<b>199</b>	<b>162</b>	<b>137</b>	<b>214</b>	<b>195</b>	<b>213</b>	<b>212</b>	<b>178</b>		<b>1933</b>				
<b>REFERENCE QUESTIONS</b>																	
Public Services	12,921	13,417	14,281	12,948	11,420	11,064	12,163	12,160	10,089	10,791	9,507		130,761	147,993	-11.6%		
Topeka Room	682	576	807	684	669	708	846	741	623	636	509		7,481	7,326	2.1%		
Plaza**	0	0	0	0	683	1,407	1,606	1,629	1,134	1,064	998		8,521	0			
Youth Services	2,616	2,682	3,484	2,840	3,885	5,119	5,552	3,928	2,832	2,925	2,793		38,656	35,722	8.2%		
Gallery	51	44	34	38	44	11	14	4	0	0	0		240	416	-42.3%		
<b>TOTAL REFERENCE QUESTIONS</b>	<b>16,270</b>	<b>16,719</b>	<b>18,606</b>	<b>16,510</b>	<b>16,701</b>	<b>18,309</b>	<b>20,181</b>	<b>18,462</b>	<b>14,678</b>	<b>15,416</b>	<b>13,807</b>		<b>185,659</b>	<b>191,041</b>	<b>-2.8%</b>		
<b>GATE COUNT</b>	<b>57,863</b>	<b>54,706</b>	<b>65,138</b>	<b>57,968</b>	<b>60,257</b>	<b>67,220</b>	<b>72,940</b>	<b>64,319</b>	<b>58,224</b>	<b>57,621</b>	<b>51,253</b>		<b>667,509</b>	<b>709,032</b>	<b>-5.9%</b>		
<b>MEETING ROOMS</b>																	
Meeting Room Bookings	688	706	732	830	712	657	736	684	594	529	453		7,321	7,531	-2.8%		
Team Room Bookings	1,522	1,427	1,737	1,661	1,609	1,624	1,840	1,794	1,705	1,679	1,540		18,138	16,396	10.6%		
Total Meeting Room Hours Booked	5,725	5,829	6,327	7,003	6,008	4,840	6,139	5,275	4,224	3,334	2,990		57,694	42,271	36.5%		
<b>TOTAL ATTENDANCE</b>	<b>13,033</b>	<b>14,106</b>	<b>13,257</b>	<b>15,454</b>	<b>13,806</b>	<b>14,663</b>	<b>16,871</b>	<b>13,695</b>	<b>13,439</b>	<b>13,746</b>	<b>11,762</b>		<b>153,832</b>	<b>125,437</b>	<b>22.6%</b>		
<b>LEARN &amp; PLAY BUS VISITS</b>	<b>219</b>	<b>182</b>	<b>243</b>	<b>247</b>	<b>253</b>	<b>168</b>	<b>332</b>	<b>205</b>	<b>292</b>	<b>292</b>	<b>141</b>		<b>2,574</b>	<b>3,654</b>	<b>-29.6%</b>		
<b>PROGRAM ATTENDANCE</b>																	
Adult - General	321	161	624	257	330	208	1,931	547	236	809	720		6,144	13,925	-55.9%		
Computer Training	139	95	8	2	44	92	66	69	60	0	44		619	1,342	-53.9%		
Outreach	3,531	2,861	2,630	3,872	2,440	999	854	258	1,973	3,049	2,002		24,469	34,579	-29.2%		
Kids	870	634	481	628	496	1,345	2,730	908	1,804	154	1,212		11,262	19,060	-40.9%		
Movies	0	8	8	0	14	67	314	35	19	11	13		489	1,324	-63.1%		
Books	15	202	0	10	364	4	22	0	98	12	52		779	1,047	-25.6%		
Art	127	124	11	34	31	148	303	78	15	7	30		908	2,464	-63.1%		
Teens	0	12	0	0	0	264	0	12	7	45	41		381	448	-15.0%		
Music	0	0	0	100	0	0	0	0	315	71	0		486	1,346	-63.9%		
<b>TOTAL ATTENDANCE</b>	<b>5,003</b>	<b>4,097</b>	<b>3,762</b>	<b>4,903</b>	<b>3,719</b>	<b>3,127</b>	<b>6,220</b>	<b>1,907</b>	<b>4,527</b>	<b>4,158</b>	<b>4,114</b>		<b>45,537</b>	<b>75,535</b>	<b>-39.7%</b>		
<b>GALLERY ATTENDANCE</b>	<b>1,438</b>	<b>1,715</b>	<b>1,871</b>	<b>1,446</b>	<b>1,786</b>	<b>3,877</b>	<b>4,110</b>	<b>1,947</b>	<b>0</b>	<b>0</b>	<b>0</b>		<b>18,190</b>	<b>23,488</b>	<b>-22.6%</b>		
<b>COMPUTER USE</b>																	
Public Computer Sessions	14,860	13,839	16,368	14,771	15,118	17,393	17,889	17,071	15,211	15,121	12,700		170,341	187,442	-9.1%		
Avg Public Computer Session Length	0:56:37	0:58:09	0:57:30	0:53:55	0:55:52	0:55:37	0:57:14	0:55:31	0:54:40	0:55:59	0:58:33		0:56:20	0:55:53	0.8%		
Total Computer Hours	14,022	13,412	15,686	13,273	14,077	16,122	17,064	15,795	13,859	14,109	12,393		159,813	174,804	-8.6%		
Wireless Sessions	15,712	16,001	15,714	16,077	16,877	20,763	22,259	15,522	21,282	20,359	16,967		197,533	218,067	-9.4%		
Avg Wireless Session Length	0:29:00	0:29:00	0:29:00	0:28:00	0:29:00	0:28:00	0:27:00	0:40:00	0:28:00	0:28:00	0:28:00		0:29:22	0:31:36	-7.1%		
Total Wireless Hours	7,594	7,734	7,595	7,503	8,157	9,689	10,017	10,348	9,932	9,501	7,918		95,987	115,267	-16.7%		
<b>TOTAL HOURS</b>	<b>21,616</b>	<b>21,146</b>	<b>23,281</b>	<b>20,776</b>	<b>22,234</b>	<b>25,812</b>	<b>27,081</b>	<b>26,143</b>	<b>23,791</b>	<b>23,610</b>	<b>20,311</b>		<b>255,800</b>	<b>290,071</b>	<b>-11.8%</b>		

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<b>CIRCULATION DETAILS</b>															
<b>Print Material</b>															
Adult Fiction	18,316	15,937	17,734	15,721	16,841	17,473	19,282	17,946	16,942	17,035	16,018		189,245	207,092	-8.6%
Adult Nonfiction	21,499	19,192	21,812	19,650	20,505	20,601	21,719	20,846	19,931	20,576	18,514		224,845	242,831	-7.4%
Juvenile Fiction	25,068	23,238	28,960	26,853	29,292	35,455	37,628	31,250	29,318	27,686	25,662		320,410	340,450	-5.9%
Juvenile Nonfiction	7,798	6,535	8,333	8,606	7,795	9,351	9,315	7,226	9,298	8,233	7,541		90,031	105,066	-14.3%
Magazines	1,902	1,550	2,073	2,179	2,166	2,431	2,344	1,929	2,054	1,908	1,755		22,291	23,874	-6.6%
RC Print Materials	8,696	7,463	8,601	8,016	8,386	8,502	9,265	8,814	8,350	8,205	7,763		92,061	98,112	-6.2%
RC Realia	247	208	217	212	232	215	229	263	269	226	200		2,518	3,668	-31.4%
YA Print Materials	3,781	3,263	4,297	3,922	4,559	5,479	5,841	5,105	4,608	4,195	3,830		48,880	50,936	-4.0%
<b>PRINT CIRCULATION</b>	<b>87,307</b>	<b>77,386</b>	<b>92,027</b>	<b>85,159</b>	<b>89,776</b>	<b>99,507</b>	<b>105,623</b>	<b>93,379</b>	<b>90,770</b>	<b>88,064</b>	<b>81,283</b>		<b>990,281</b>	<b>1,072,029</b>	<b>-7.6%</b>
<b>Audio / Visual Material</b>															
Adult Audiobooks	4,126	3,642	4,147	3,757	3,941	3,871	4,056	3,918	3,671	3,804	3,436		42,369	51,022	-17.0%
Adult Music	3,854	3,485	4,208	3,630	3,785	3,715	4,099	3,456	3,378	3,453	3,489		40,552	46,427	-12.7%
Adult Videos / DVDs	41,860	36,263	39,327	34,813	36,846	36,569	40,178	39,103	35,701	36,969	34,318		411,947	466,590	-11.7%
Juvenile Audiobooks	441	375	495	458	447	518	634	563	449	406	388		5,174	5,839	-11.4%
Juvenile Music	441	364	417	346	337	408	486	480	457	372	377		4,485	6,576	-31.8%
Juvenile Videos / DVDs	10,044	8,881	10,508	8,874	9,869	11,221	12,440	10,833	9,594	9,220	9,381		110,865	123,604	-10.3%
YA A/V	81	71	76	91	112	100	82	101	89	81	88		972	1,127	-13.8%
<b>A/V CIRCULATION</b>	<b>60,847</b>	<b>53,081</b>	<b>59,178</b>	<b>51,969</b>	<b>55,337</b>	<b>56,402</b>	<b>61,975</b>	<b>58,454</b>	<b>53,339</b>	<b>54,305</b>	<b>51,477</b>		<b>616,364</b>	<b>701,185</b>	<b>-12.1%</b>
<b>Adult Material</b>															
Adult Fiction	18,316	15,937	17,734	15,721	16,841	17,473	19,282	17,946	16,942	17,035	16,018		189,245	207,092	-8.6%
Adult Nonfiction	21,499	19,192	21,812	19,650	20,505	20,601	21,719	20,846	19,931	20,576	18,514		224,845	242,831	-7.4%
Magazines	1,902	1,550	2,073	2,179	2,166	2,431	2,344	1,929	2,054	1,908	1,755		22,291	23,874	-6.6%
Adult Audiobooks	4,126	3,642	4,147	3,757	3,941	3,871	4,056	3,918	3,671	3,804	3,436		42,369	51,022	-17.0%
Adult Music	3,854	3,485	4,208	3,630	3,785	3,715	4,099	3,456	3,378	3,453	3,489		40,552	46,427	-12.7%
Adult Videos / DVDs	41,860	36,263	39,327	34,813	36,846	36,569	40,178	39,103	35,701	36,969	34,318		411,947	466,590	-11.7%
<b>ADULT CIRCULATION</b>	<b>91,557</b>	<b>80,069</b>	<b>89,301</b>	<b>79,750</b>	<b>84,084</b>	<b>84,660</b>	<b>91,678</b>	<b>87,198</b>	<b>81,677</b>	<b>83,745</b>	<b>77,530</b>		<b>931,249</b>	<b>1,037,836</b>	<b>-10.3%</b>
<b>Juvenile Material</b>															
Juvenile Fiction	25,068	23,238	28,960	26,853	29,292	35,455	37,628	31,250	29,318	27,686	25,662		320,410	340,450	-5.9%
Juvenile Nonfiction	7,798	6,535	8,333	8,606	7,795	9,351	9,315	7,226	9,298	8,233	7,541		90,031	105,066	-14.3%
Juvenile Audiobooks	441	375	495	458	447	518	634	563	449	406	388		5,174	5,839	-11.4%
Juvenile Music	441	364	417	346	337	408	486	480	457	372	377		4,485	6,576	-31.8%
Juvenile Videos / DVDs	10,044	8,881	10,508	8,874	9,869	11,221	12,440	10,833	9,594	9,220	9,381		110,865	123,604	-10.3%
<b>JUVENILE CIRCULATION</b>	<b>43,792</b>	<b>39,393</b>	<b>48,713</b>	<b>45,137</b>	<b>47,740</b>	<b>56,953</b>	<b>60,503</b>	<b>50,352</b>	<b>49,116</b>	<b>45,917</b>	<b>43,349</b>		<b>530,965</b>	<b>581,535</b>	<b>-8.7%</b>
<b>Red Carpet Material</b>															
RC Print Materials	8,696	7,463	8,601	8,016	8,386	8,502	9,265	8,814	8,350	8,205	7,763		92,061	98,112	-6.2%
RC Realia	247	208	217	212	232	215	229	263	269	226	200		2,518	3,668	-31.4%
<b>RED CARPET CIRCULATION</b>	<b>8,943</b>	<b>7,671</b>	<b>8,818</b>	<b>8,228</b>	<b>8,618</b>	<b>8,717</b>	<b>9,494</b>	<b>9,077</b>	<b>8,619</b>	<b>8,431</b>	<b>7,963</b>		<b>94,579</b>	<b>101,780</b>	<b>-7.1%</b>
<b>Young Adult Material</b>															
YA Print Materials	3,781	3,263	4,297	3,922	4,559	5,479	5,841	5,105	4,608	4,195	3,830		48,880	50,936	-4.0%
YA A/V	81	71	76	91	112	100	82	101	89	81	88		972	1,127	-13.8%
<b>YOUNG ADULT CIRCULATION</b>	<b>3,862</b>	<b>3,334</b>	<b>4,373</b>	<b>4,013</b>	<b>4,671</b>	<b>5,579</b>	<b>5,923</b>	<b>5,206</b>	<b>4,697</b>	<b>4,276</b>	<b>3,918</b>		<b>49,852</b>	<b>52,063</b>	<b>-4.2%</b>
Overdrive	30,012	26,607	28,995	27,241	28,737	29,556	30,559	30,536	29,360	29,398	28,637		319,638	279,192	14.5%
Hoopla	9,468	8,452	9,565	8,998	9,548	9,301	9,601	9,766	9,616	10,025	9,651		103,991	105,000	-1.0%
Flipster	1,529	1,507	1,631	1,238	1,336	1,251	904	873	742	777	738		12,526	16,932	-26.0%
<b>DIGITAL DOWNLOADS</b>	<b>41,009</b>	<b>36,566</b>	<b>40,191</b>	<b>37,477</b>	<b>39,621</b>	<b>40,108</b>	<b>41,064</b>	<b>41,175</b>	<b>39,718</b>	<b>40,200</b>	<b>39,026</b>		<b>436,155</b>	<b>401,124</b>	<b>8.7%</b>

Topeka and Shawnee County Public Library  
Circulation and Borrower Statistics  
2019

Value Calculator	2018												2019
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
<b>Circulation</b>													
Books (\$17)	\$1,451,885	\$1,289,212	\$1,529,218	\$1,410,660	\$1,489,370	\$1,650,292	\$1,755,743	\$1,554,650	\$1,508,172	\$1,464,652	\$1,351,976		\$16,455,830
Magazines (\$5)	\$9,510	\$7,750	\$10,365	\$10,895	\$10,830	\$12,155	\$11,720	\$9,645	\$10,270	\$9,540	\$8,775		\$111,455
Audiobooks (\$10)	\$45,670	\$40,170	\$46,420	\$42,150	\$43,880	\$43,890	\$46,900	\$44,810	\$41,200	\$42,100	\$38,240		\$475,430
DVD, Games, Music (\$4)	\$225,120	\$196,256	\$218,144	\$191,016	\$203,796	\$208,052	\$229,140	\$215,892	\$196,876	\$200,380	\$190,612		\$2,275,284
Notary Service (\$10)	\$1,540	\$1,160	\$1,530	\$1,990	\$1,620	\$1,370	\$2,140	\$1,950	\$2,130	\$2,120	\$1,780		\$19,330
Reference Questions (\$7)	\$113,890	\$117,033	\$130,242	\$115,570	\$116,907	\$128,163	\$141,267	\$129,234	\$102,746	\$107,912	\$96,649		\$1,299,613
Programming (\$10)	\$50,030	\$40,970	\$37,620	\$49,030	\$37,190	\$31,270	\$62,200	\$19,070	\$45,270	\$41,580	\$41,140		\$455,370
Meeting Room Use	\$36,979	\$37,235	\$44,910	\$34,809	\$34,370	\$26,010	\$21,205	\$37,435	\$47,965	\$45,889	\$33,420		\$400,227
Gallery Attendance (\$10)	\$14,380	\$17,150	\$18,710	\$14,460	\$17,860	\$38,770	\$41,100	\$19,470	\$0	\$0	\$0		\$181,900
Computer Use (\$12 /hr)	\$168,265	\$160,948	\$188,232	\$159,281	\$168,918	\$193,468	\$204,769	\$189,545	\$166,307	\$169,305	\$148,717		\$1,917,755
ILL Borrowed (\$25)	\$10,775	\$9,000	\$9,050	\$10,100	\$8,550	\$8,450	\$10,350	\$10,925	\$10,600	\$10,600	\$10,600		\$109,000
<b>TOTAL VALUE</b>	<b>\$2,128,044</b>	<b>\$1,916,884</b>	<b>\$2,234,441</b>	<b>\$2,039,961</b>	<b>\$2,133,291</b>	<b>\$2,341,890</b>	<b>\$2,526,534</b>	<b>\$2,232,626</b>	<b>\$2,131,536</b>	<b>\$2,094,078</b>	<b>\$1,921,909</b>		<b>\$23,701,194</b>

\* - Data not available