



Topeka & Shawnee County Public Library

Board of Trustees Meeting

November 18, 2021





Core Values

- 
Excellence
 We create experiences that anticipate our community's diverse needs and exceed expectations.
- 
Accountability
 We serve the needs of the entire community by using resources responsibly, fairly and transparently.
- 
Literacy
 We help people make their lives better by providing the tools to successfully navigate the world.
- 
Freedom
 We welcome everyone in the community. We support and defend our customers' right to access information without judgment.
- 
Teamwork
 We build stronger communities through mutual trust, collaboration and shared goals.
- 
Curiosity
 We are hungry to learn, create and innovate. We inspire our community to

Mission

Sparking curiosity and connecting our community through literacy and learning

Community Impact Goals





Agenda
Board of Trustees meeting
Thursday, November 18, 2021– 4:00 pm
Marvin Auditorium 101BC and/or Zoom Meeting
<https://tscpl.zoom.us/j/8951838896>
Meeting ID: 89518368896
Passcode:788971

Call to Order

Public Comment

Trustee Advocacy Stories

Approval of October 21, 2021 Meeting Minutes of the Board of Trustees - Action Item pg. 5

Chief Financial Officer's Report – Kim Strube pg. 8

Financial Reports

- Treasurer's Report – Shawn Leisinger
- Financial Reports – **Action Item**

The Library Foundation – Judy Moler, Board Chair

Friends of Topeka and Shawnee County Public Library – Christy Molzen, Board President

Board Chair Reports – Jim Edwards

- Approval of November 8, 2021, Meeting Minutes Board of Trustees Executive Committee – **Action Item pg. 16**

Chief Executive Officer Report – Marie Pyko Action Item pg. 17

Chief of Staff – Thad Hartman Action Item pg. 26

New Business

- Computer Use Policy – **Action Item pg. 36**
- Loaned Employee Agreement, Friends of the Library - **Action Item pg. 44**
- Loaned Employee Agreement, The Foundation - **Action Item pg. 47**
- Memorandum of Understanding (MOU)with Shawnee County Park and Recreation - **Action Item pg. 50**
- 2022 Audit Committee Appointments - **Action Item pg. 61**
- Neighborhood Revitalization Plan Interlocal Agreement Amendment – **Action Item pg. 62**

Adjournment

Public Comment

Those wishing to sign up for public comment will need to contact Margo Rangel, Executive Assistant to the CEO at least 30 minutes before the meeting at 785-580-4484 and/or mrangel@tscpl.org to request their name be placed on the public comment listing.

Next Meeting

December 16, 2021

4:00 pm

MA 101BC/Zoom Meeting

<https://tscpl.zoom.us/j/84948765754?pwd=b1ZhZFA3S1BOcnI5S3RCTElhSCtqdz09>

MeetingID:84948765754

Passcode: 667194

*Subject to change without notice



Minutes
Board of Trustees meeting
Thursday, October 21, 2021– 4:00 pm
Marvin Auditorium 101C and/or Zoom Meeting
<https://tscpl.zoom.us/j/85041959132>
Meeting ID: 85041959132
Passcode:201965

Board Members Present

Jim Edwards (chair), Kacy Simonsen (vice-chair), Joan Hicks (secretary), Shawn Leisinger (treasurer), Beth Dobler, Liz Post, Kristen O'Shea, Peg Dunlap, and Jim Ramos

Absent

Jennifer Miller

Call to Order

The meeting of the Board of Trustees of the Topeka and Shawnee County Public Library held on Thursday, October 21, 2021 via Zoom Meeting, was called to order at 4:00 pm by Chair Jim Edwards.

Public Comment

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

Trustee Advocacy Stories

None

Approval of Minutes

On a motion by Kacy Simonsen, seconded by Beth Dobler, the September 16, 2021 Meeting Minutes of the Board of Trustees were approved.

Chief Financial Officer's Report

There were no additions to Chief Financial Officer Kim Strube's report.

Financial Reports

Board Treasurer Shawn Leisinger reported that he reviewed the financial reports and reviewed and approved the bank reconciliations for September 2021.

On a motion by Shawn Leisinger, seconded by Liz Post, the Treasurer's Financial Report for September 2021 was accepted.

Motion passed unanimously.

The Library Foundation

Foundation Chair Judy Moler shared The Library Foundation's October report.

Friends of Topeka and Shawnee County Public Library

TSCPL Friends president Christy Molzen shared the October Friends report. **5**

Board Chair Reports

Chair Jim Edwards reported the Executive Committee met via Zoom on Monday, October 11, 2021.

On a motion by Liz Post, seconded by Peg Dunlap, the October 11, 2021 minutes of the Board of Trustees Executive Meeting were approved.

Motion carried.

Interim Chief Executive Officer/ Chief of Staff

There were no additions to Interim Chief Executive Officer/Chief of Staff Thad Hartman's reports.

Hartman stated a photo shoot of the new Board of Trustees is scheduled for November 18 at 3:30 pm in the library rotunda.

New Business

Review – Computer Use Policy

Computer Use Policy was provided for board review and will be placed on the November Board of Trustees agenda for approval.

Petition Policy

On a motion by Kacy Simonsen, seconded by Liz Post, it was resolved that the Board of Trustees, Topeka and Shawnee County Public Library, approves the Petition Policy as presented.

Revision of the Memorandum of Understanding with the United Way of Greater Topeka

On a motion by Liz Post, seconded by Shawn Leisinger, it was resolved that the Board of Trustees, Topeka and Shawnee County Public Library, Memorandum of Understanding between the Topeka and Shawnee County Public Library and United Way of Greater Topeka be approved as presented.

Request for FY 2022 Friends of the Library Funding

On a motion by Peg Dunlap, seconded by Kacy Simonsen by, it was resolved that the Board of Trustees, Topeka and Shawnee County Public Library, approves the request to the Friends of the Library for FY2022.

Bid for Tech Zone

On a motion by Jim Ramos, seconded by Shawn Leisinger, it was resolved that the Board of Trustees, Topeka and Shawnee County Public Library, approves the bid from Shirley Construction, Topeka, Kansas, in the amount of \$716,466 for the creation of the new Tech Zone, including the first and fifth alternates. \$624,261.10 of the expenditure shall be paid from the General Fund. \$92,204.90 shall be paid from the Undesignated Fund.

Funding Change for Audio-Visual Upgrade

On a motion by Joan Hicks, seconded by Kristen O'Shea, it was resolved that

the Board of Trustees, Topeka and Shawnee County Public Library, approves the funding change for the purchase and installation of a new audio-visual system in the first floor auditorium. The revised funding for this expenditure will be \$49,170.44 from State Aid and \$54,326.56 from the General Fund, Special Projects budget line.

Adjournment

On a motion by Jim Edwards, seconded by Kristen O'Shea, the meeting was adjourned at 4:23 pm.

Motion passed unanimously.

Public Comment

Those wishing to sign up for public comment will need to contact Margo Rangel, Executive Assistant to the CEO at least 30 minutes before the meeting at 785-580-4484 and/or mrangel@tscpl.org to request their name be placed on the public comment listing.

Next Meeting

November 18, 2021

4:00 pm

MA 101BC/Zoom Meeting

<https://tscpl.zoom.us/j/89518368896?pwd=T2VkbEZpM2g3VEZyYVJSQTk1N01ndz09>

Meeting ID: 895 1836 8896

Passcode: 788971

*Subject to change without notice

**Chief Financial Officer's Report
November 2021
Kim Strube**

Revenue/Expense/Balance by Fund Report – Page 2

The Rotary Grant and the Childrens Art Show Fund are temporarily negative due to pending billings and reimbursements.

General Fund – Pages 3 through 5

With 83.3% of the budget year completed, 98% of the budgeted revenue has been received and 65% of the approved budget has been expended/encumbered. This compares to 2020 in which 90% of the budgeted revenue had been received and 72% of the approved budget had been expended/encumbered.

The fifth tax distribution for 2021 was received October 29th as scheduled. The total received for the General Fund was \$209,308.01. The percentage of the ad valorem budget collected year-to-date is 98% which compares to 96% at this time in 2020.

The percentage of year-to-date motor vehicle tax is 89% in 2021 which compares to 86% at this time in 2020.

Employee Benefit Fund – Page 6

With 83.3% of the budget year completed, 98% of the budgeted revenue has been received and 71% of the approved budget has been expended/encumbered. This compares to 2020 in which 98% of the budgeted revenue had been received and 75% of the approved budget had been expended/encumbered.

The fifth tax distribution for 2021 was received as scheduled. The total received for the Employee Benefit Fund was \$44,819.79. The percentage of the ad valorem budget collected year-to-date is 98% which is the same at this time in 2020.

The percentage of year-to-date motor vehicle tax is 90% in 2021 and was 88% at this same time in 2020.

Capital Improvement Fund – Page 6

The current available balance for strategic initiatives, facilities expenditures and/or an emergency fund for qualifying expenditures is \$2,926,499.86.

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
Request for Proposal; Board resolution approved bid award on 7/17/2021	Audio/Visual equipment for first floor auditorium	\$103,497.00	Cytek Media Systems, Inc.
Library Materials	DVD's and blu-rays	\$6,760.00	Midwest Tape LLC
Library Materials	Hoopla online	\$25,301.51	Midwest Tape LLC
Library Materials	Adult non-fiction	\$5,500.00	Ingram Library Services
Library Materials	Annual license renewal for Treehouse online	\$12,375.00	Treehouse Island, Inc.
Library Materials	Creativebug annual renewal	\$5,191.00	Jo-Ann Stores Holdings Inc.
Library Materials	Gale Biography in Context annual subscription	\$16,772.92	Gale/Cengage Learning Inc.

Other Items:

- The actual mill levy rates set by the Shawnee County Clerk based on the final assessed valuations were received on October 28, 2021. The following chart lists the actual levy rates for the 2022 budget. The 2022 total mill levy does not exceed the self-imposed limit of 9.786, but it is higher than budgeted.

Mill Levies:

Description	Approved Budget	Final Set by County Clerk	Difference
General	7.658	7.665	.007
Employee Benefit	2.039	2.041	.002
Total	9.697	9.706	.009

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

10/31/2021

	<u>Balance 1/1/2021</u>	<u>Revenue Y-T-D</u>	<u>Expenditures Y-T-D</u>	<u>Balance 10/31/2021</u>
<u>GOVERNMENTAL FUNDS</u>				
General Operating	\$ 4,901,534.78	\$ 15,133,434.82	\$ 11,265,959.67	\$ 8,769,009.93
Employee Benefits	1,066,108.36	3,563,146.40	2,741,936.98	\$ 1,887,317.78
Capital Improvement	2,921,349.41	5,150.45	-	\$ 2,926,499.86
Bond & Interest	13,283.82	18,737.78	-	\$ 32,021.60
<u>NON MAJOR GOVERNMENTAL FUNDS</u>				
State Aid	407.88	49,170.44	407.88	\$ 49,170.44
Federal, State & Local Grants	19.03	25,775.00	1,500.00	\$ 24,294.03
Other Special Revenue	530,838.73	41,775.79	152,383.43	\$ 420,231.09
Permanent Funds	247,476.65	26,359.78	-	\$ 273,836.43
Totals	<u>\$ 9,681,018.66</u>	<u>\$ 18,863,550.46</u>	<u>\$ 14,162,187.96</u>	<u>\$ 14,382,381.16</u>

Bank Account Summary

General Fund-CoreFirst Bank-Checking	\$ 857,401.91
Restricted Funds-CoreFirst Bank-Checking	421,797.76
Capital Improvement Fund-VisionBank-Money Market Account	2,926,499.86
Cash on Hand	2,263.57
Petty Cash	220.00
Endowment Securities	273,836.43
Municipal Investment Pool - Overnight	10,012,190.85
Municipal Investment Pool - 30-day Fixed	-
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>\$ 14,494,210.38</u>
Less Pending Claims (invoices posted, but not paid until next month)	-
Less Deferred Revenue (SAM account payments)	6,680.20
Less Payroll Deduction and Employer Benefit Liabilities	2,232.36
Less Outstanding Checks	102,916.66
	<u>\$ 14,382,381.16</u>

TOPEKA & SHAWNEE COUNTY PUBLIC LIBRARY

Investments as of October 31, 2021

Capital Improvement Funds-VisionBank

\$ 2,926,499.86 at .20% (money market account)

Municipal Investment Pool

\$ 10,012,190.85 Operating funds in "overnight pool"*;
available for transfer whenever needed

* rates vary by day - average October 1 - 31, 2021 was .002%

Topeka and Shawnee County Public Library
Non-Payroll Checks \$5,000 and Over, Excluding Library Materials Purchases
All Checking Accounts
For the Month Ended October 31, 2021

Fund	Account	Object	Check Date	Vendor Name	Description	Amount	Check Number
10	21505	0	10/12/2021	KS PUBLIC EMPLOYEES RETIREMENT	Kpers EE Deduction	\$ 17,989.99	-97836
15	21516	0	10/12/2021	KS PUBLIC EMPLOYEES RETIREMENT	Kpers ER Contribution	\$ 26,595.30	-97836
10	21513	0	10/12/2021	KS PUBLIC EMPLOYEES RETIREMENT	Kpers OGLI	\$ 1,061.82	-97836
				<i>Remittance of pension benefit contributions & optional group life premiums</i>		\$ 45,647.11	-97836 Total
10	21501	0	10/7/2021	PAYCOM PAYROLL LLC	Federal W/H	\$ 24,153.60	-97834
10	21502	0	10/7/2021	PAYCOM PAYROLL LLC	State W/H	\$ 11,097.54	-97834
15	21521	0	10/7/2021	PAYCOM PAYROLL LLC	State Unemployment	\$ 13.48	-97834
10	21503	0	10/7/2021	PAYCOM PAYROLL LLC	Social Security EE	\$ 18,311.53	-97834
15	21504	0	10/7/2021	PAYCOM PAYROLL LLC	Social Security ER	\$ 18,311.55	-97834
10	21503	0	10/7/2021	PAYCOM PAYROLL LLC	Medicare EE	\$ 4,282.54	-97834
15	21504	0	10/7/2021	PAYCOM PAYROLL LLC	Medicare ER	\$ 4,282.54	-97834
10	21514	0	10/7/2021	PAYCOM PAYROLL LLC	Child Support/Spousal Maint.	\$ 986.00	-97834
10	21518	0	10/7/2021	PAYCOM PAYROLL LLC	Garnishments	\$ 436.34	-97834
10	41000	313	10/7/2021	PAYCOM PAYROLL LLC	Paycom Bundle	\$ 2,351.46	-97834
10	41000	313	10/7/2021	PAYCOM PAYROLL LLC	Applicant, Perf, Comp	\$ 321.90	-97834
				<i>Remittance of payroll taxes, garnishments and Paycom fees</i>		\$ 84,548.48	-97834 Total
10	21509	0	10/12/2021	EMPOWER RETIREMENT	Deferred Comp EE Portion	\$ 5,954.04	-97832
				<i>Remittance of deferred retirement employee contributions</i>		\$ 5,954.04	-97832 Total
10	41000	320	10/19/2021	COREFIRST BANK & TRUST	Pepwave Mobility 22G 5-in	\$ 10.32	-97827
10	41000	320	10/19/2021	COREFIRST BANK & TRUST	10 Foot RG58 WiFi Extensi	\$ 39.98	-97827
10	41000	320	10/19/2021	COREFIRST BANK & TRUST	10' Black RG58 Cable (SMA	\$ 107.94	-97827
10	41000	410	10/19/2021	COREFIRST BANK & TRUST	green mop 6 pack	\$ 75.36	-97827
10	41000	410	10/19/2021	COREFIRST BANK & TRUST	blue mop 6 pack	\$ 65.97	-97827
10	41000	410	10/19/2021	COREFIRST BANK & TRUST	Misty stainless steel cas	\$ 63.69	-97827
10	41000	410	10/19/2021	COREFIRST BANK & TRUST	2000 bulk face masks	\$ 437.94	-97827
10	41000	330	10/19/2021	COREFIRST BANK & TRUST	Crayola Air Marker Spraye	\$ 34.19	-97827
10	41000	330	10/19/2021	COREFIRST BANK & TRUST	Jaguar Shape	\$ 65.00	-97827
10	41000	330	10/19/2021	COREFIRST BANK & TRUST	10x13" plastic bags 500"	\$ 35.32	-97827
10	41000	330	10/19/2021	COREFIRST BANK & TRUST	124 skeins embr.floss	\$ 21.98	-97827
10	41000	330	10/19/2021	COREFIRST BANK & TRUST	Mountain Range yarn	\$ 11.62	-97827
10	41000	330	10/19/2021	COREFIRST BANK & TRUST	Apple Orchard yarn	\$ 11.50	-97827
10	41000	330	10/19/2021	COREFIRST BANK & TRUST	Blue Lagoon yarn	\$ 11.32	-97827
10	41000	330	10/19/2021	COREFIRST BANK & TRUST	Volcano yarn	\$ 13.42	-97827
10	41000	330	10/19/2021	COREFIRST BANK & TRUST	Wild Flowers yarn	\$ 16.80	-97827
10	41000	330	10/19/2021	COREFIRST BANK & TRUST	plastic needles 100 pk	\$ 6.99	-97827
10	41000	330	10/19/2021	COREFIRST BANK & TRUST	bubble wrap 12x175"	\$ 27.99	-97827
10	41000	326	10/19/2021	COREFIRST BANK & TRUST	Sun hat beige	\$ -	-97827
10	41000	326	10/19/2021	COREFIRST BANK & TRUST	Sun hat khaki	\$ 108.56	-97827

Topeka and Shawnee County Public Library
Non-Payroll Checks \$5,000 and Over, Excluding Library Materials Purchases
All Checking Accounts
For the Month Ended October 31, 2021

Fund	Account	Object	Check Date	Vendor Name	Description	Amount	Check Number
10	41000	326	10/19/2021	COREFIRST BANK & TRUST	Sun hat Grey	\$ 94.99	-97827
10	41000	310	10/19/2021	COREFIRST BANK & TRUST	Ultimate 60 licneses	\$ 2,736.30	-97827
10	41000	420	10/19/2021	COREFIRST BANK & TRUST	Mask dispenser	\$ 77.98	-97827
10	41000	420	10/19/2021	COREFIRST BANK & TRUST	Dist water gallon 6/carto	\$ 32.40	-97827
10	41000	320	10/19/2021	COREFIRST BANK & TRUST	Mini PCs	\$ 739.50	-97827
10	41000	320	10/19/2021	COREFIRST BANK & TRUST	USB Extension Cable	\$ 41.58	-97827
10	41000	320	10/19/2021	COREFIRST BANK & TRUST	American Battery Company	\$ 244.99	-97827
10	41000	420	10/19/2021	COREFIRST BANK & TRUST	Acryloid Clear B-72 lacqu	\$ 15.50	-97827
10	41000	420	10/19/2021	COREFIRST BANK & TRUST	shipping	\$ 12.88	-97827
10	41000	310	10/19/2021	COREFIRST BANK & TRUST	kindergartenready.org dom	\$ 418.99	-97827
10	41000	330	10/19/2021	COREFIRST BANK & TRUST	1 pkg white model magic10	\$ 19.77	-97827
10	41000	330	10/19/2021	COREFIRST BANK & TRUST	100 clear flat marbles	\$ 8.99	-97827
10	41000	330	10/19/2021	COREFIRST BANK & TRUST	Change Anything pbk	\$ 266.00	-97827
10	41000	330	10/19/2021	COREFIRST BANK & TRUST	Deep Water Games Welcome	\$ 27.99	-97827
10	41000	330	10/19/2021	COREFIRST BANK & TRUST	Just One Party Game	\$ 18.82	-97827
10	41000	330	10/19/2021	COREFIRST BANK & TRUST	Ganz Shon Clever	\$ 17.12	-97827
10	41000	320	10/19/2021	COREFIRST BANK & TRUST	31360 Rev A Power Recepta	\$ 401.44	-97827
10	41000	340	10/19/2021	COREFIRST BANK & TRUST	Diversity, Equity & Inclu	\$ 59.00	-97827
10	41000	330	10/19/2021	COREFIRST BANK & TRUST	Easter eggs	\$ 14.99	-97827
10	41000	330	10/19/2021	COREFIRST BANK & TRUST	spoons	\$ 25.90	-97827
10	41000	330	10/19/2021	COREFIRST BANK & TRUST	Dash Plaques	\$ 95.00	-97827
10	41000	330	10/19/2021	COREFIRST BANK & TRUST	d and d dice	\$ 53.98	-97827
10	41000	310	10/19/2021	COREFIRST BANK & TRUST	Yith wordpress plugin	\$ 224.38	-97827
10	41000	420	10/19/2021	COREFIRST BANK & TRUST	8.5x11 mag vin sign hold	\$ 126.15	-97827
10	41000	420	10/19/2021	COREFIRST BANK & TRUST	camco aluminum platfor	\$ 225.72	-97827
10	41000	420	10/19/2021	COREFIRST BANK & TRUST	6ft Hunter Green Folding	\$ 218.28	-97827
10	41000	420	10/19/2021	COREFIRST BANK & TRUST	Cutting Mat for Cricut	\$ 21.99	-97827
10	41000	330	10/19/2021	COREFIRST BANK & TRUST	red sashiko thread	\$ 1.89	-97827
10	41000	330	10/19/2021	COREFIRST BANK & TRUST	green sashiko thread	\$ 1.89	-97827
10	41000	330	10/19/2021	COREFIRST BANK & TRUST	gold sashiko thread	\$ 1.89	-97827
10	41000	330	10/19/2021	COREFIRST BANK & TRUST	sky blue sashiko thread	\$ 1.89	-97827
10	41000	330	10/19/2021	COREFIRST BANK & TRUST	variegated green	\$ 4.58	-97827
10	41000	330	10/19/2021	COREFIRST BANK & TRUST	variegated orange	\$ 4.58	-97827
10	41000	330	10/19/2021	COREFIRST BANK & TRUST	variegated blue	\$ 4.58	-97827
10	41000	330	10/19/2021	COREFIRST BANK & TRUST	chenille needles size 22	\$ 30.25	-97827
10	41000	330	10/19/2021	COREFIRST BANK & TRUST	Shipping	\$ 17.89	-97827
10	41000	410	10/19/2021	COREFIRST BANK & TRUST	advantage 2000 pcs kids m	\$ 715.96	-97827
10	41000	410	10/19/2021	COREFIRST BANK & TRUST	2000 pcs face masks	\$ 840.00	-97827

Topeka and Shawnee County Public Library
Non-Payroll Checks \$5,000 and Over, Excluding Library Materials Purchases
All Checking Accounts
For the Month Ended October 31, 2021

Fund	Account	Object	Check Date	Vendor Name	Description	Amount	Check Number
10	41000	320	10/19/2021	COREFIRST BANK & TRUST	seagate 4tb usb drive	\$ 102.26	-97827
10	41000	323	10/19/2021	COREFIRST BANK & TRUST	Membership	\$ 279.00	-97827
				<i>Miscellaneous online orders paid by credit card</i>		\$ 9,413.18	-97827 Total
10	21515	0	10/22/2021	BLUE CROSS BLUE SHIELD OF KS	EE - BCBS Actives Premiums	\$ 27,366.38	-97823
15	21515	0	10/22/2021	BLUE CROSS BLUE SHIELD OF KS	ER - BCBS Actives Premiums	\$ 128,100.46	-97823
15	21515	0	10/22/2021	BLUE CROSS BLUE SHIELD OF KS	Retiree BCBS Premiums	\$ 625.78	-97823
						\$ 156,092.62	-97823 Total
10	21505	0	10/22/2021	KS PUBLIC EMPLOYEES RETIREMENT	Kpers EE Deduction	\$ 18,267.14	-97822
15	21516	0	10/22/2021	KS PUBLIC EMPLOYEES RETIREMENT	Kpers ER Contribution	\$ 27,005.03	-97822
				<i>Remittance of pension benefit contributions & optional group life premiums</i>		\$ 45,272.17	-97822 Total
10	21509	0	10/23/2021	EMPOWER RETIREMENT	Deferred Comp EE Portion	\$ 5,404.04	-97819
				<i>Remittance of deferred retirement employee contributions</i>		\$ 5,404.04	-97819 Total
10	21501	0	10/21/2021	PAYCOM PAYROLL LLC	Federal W/H	\$ 22,928.96	-97818
10	21502	0	10/21/2021	PAYCOM PAYROLL LLC	State W/H	\$ 10,832.14	-97818
15	21521	0	10/21/2021	PAYCOM PAYROLL LLC	State Unemployment	\$ 17.33	-97818
10	21503	0	10/21/2021	PAYCOM PAYROLL LLC	Social Security EE	\$ 17,987.07	-97818
15	21504	0	10/21/2021	PAYCOM PAYROLL LLC	Social Security ER	\$ 17,987.08	-97818
10	21503	0	10/21/2021	PAYCOM PAYROLL LLC	Medicare EE	\$ 4,206.69	-97818
15	21504	0	10/21/2021	PAYCOM PAYROLL LLC	Medicare ER	\$ 4,206.69	-97818
10	21514	0	10/21/2021	PAYCOM PAYROLL LLC	Child Support/Spousal Maint.	\$ 986.00	-97818
10	21518	0	10/21/2021	PAYCOM PAYROLL LLC	Garnishments	\$ 436.34	-97818
10	41000	313	10/21/2021	PAYCOM PAYROLL LLC	Paycom Bundle	\$ 2,314.18	-97818
				<i>Remittance of payroll taxes, garnishments and Paycom fees</i>		\$ 81,902.48	-97818 Total
10	41000	351	10/7/2021	EVERGY	Electric Service	\$ 22.73	97010
10	41000	351	10/7/2021	EVERGY	Electric Service	\$ 22.73	97010
10	41000	351	10/7/2021	EVERGY	Electric Service	\$ 22.73	97010
10	41000	351	10/7/2021	EVERGY	Electric Service	\$ 22.73	97010
10	41000	351	10/7/2021	EVERGY	Electric Service	\$ 22.73	97010
10	41000	351	10/7/2021	EVERGY	Electric Service	\$ 22.73	97010
10	41000	351	10/7/2021	EVERGY	Electric Service	\$ 24.09	97010
10	41000	351	10/7/2021	EVERGY	Electric Service	\$ 24.09	97010
10	41000	351	10/7/2021	EVERGY	Electric Service	\$ 24.09	97010
10	41000	351	10/7/2021	EVERGY	Electric Service	\$ 24.09	97010
10	41000	351	10/7/2021	EVERGY	Electric Service	\$ 24.09	97010
10	41000	351	10/7/2021	EVERGY	Electric Service	\$ 24.09	97010
10	41000	351	10/7/2021	EVERGY	Electric Service	\$ 24.09	97010
10	41000	351	10/7/2021	EVERGY	Electric Service	\$ 24.09	97010
10	41000	351	10/7/2021	EVERGY	Electric Service	\$ 136.91	97010
10	41000	351	10/7/2021	EVERGY	Electric Service	\$ 191.33	97010

Topeka and Shawnee County Public Library
Non-Payroll Checks \$5,000 and Over, Excluding Library Materials Purchases
All Checking Accounts
For the Month Ended October 31, 2021

Fund	Account	Object	Check Date	Vendor Name	Description	Amount	Check Number
10	41000	351	10/7/2021	EVERGY	<i>Electric Service</i>	\$ 2,069.99	97010
10	41000	351	10/7/2021	EVERGY	<i>Electric Service</i>	\$ 31,260.76	97010
						\$ 33,964.00	97010 Total
10	41000	301	10/7/2021	OCLC, INC.	OCLC cataloging & ILL	\$ 6,871.66	97020
					<i>2021 approved operating budget - monthly fee for cataloging and interlibrary loan database</i>	\$ 6,871.66	97020 Total
10	21512	0	10/8/2021	DELTA DENTAL OF KANSAS, INC	<i>EE Oct. Premiums</i>	\$ 2,648.16	97029
15	21512	0	10/8/2021	DELTA DENTAL OF KANSAS, INC	<i>ER Oct. Premiums</i>	\$ 9,981.62	97029
15	21512	0	10/8/2021	DELTA DENTAL OF KANSAS, INC	<i>Retiree Oct Premium</i>	\$ 44.16	97029
						\$ 12,673.94	97029 Total
10	41000	310	10/14/2021	COMMUNICO LLC	communico renewal	\$ 32,892.00	97035
					<i>2021 approved operating budget - annual software maintenance/support</i>	\$ 32,892.00	97035 Total
10	41000	310	10/14/2021	GOVERLAN, INC.	Remote Control Software Renewal	\$ 5,184.00	97041
					<i>2021 approved operating budget - contracted digital services</i>	\$ 5,184.00	97041 Total
10	23800	0	10/14/2021	IMAGEMAKERS INC.	Foundation Website Redesign	\$ 5,900.00	97044
					<i>2020 approved operating budget - web development and design; professional contracted service exempt from the purchasing policy</i>	\$ 5,900.00	97044 Total
10	41000	310	10/14/2021	KOIOS LLC	Koios renewal	\$ 6,902.00	97045
					<i>2021 approved operating budget - annual marketing subscription</i>	\$ 6,902.00	97045 Total
						\$ 538,621.72	Grand Total



Minutes
Board of Trustees Executive Committee Meeting
November 8, 2021 – 4:00 PM
Zoom Meeting
<https://tscpl.zoom.us/j/98902397013>
Meeting ID:98902397013
Passcode:919252

Executive Trustee Members Present

Jim Edwards (chair), Kacy Simonsen (vice-chair), Joan Hicks (secretary), and Shawn Leisinger (treasurer)

Call to Order

The meeting of the Board of Trustees Executive Committee was held on Monday, November 8, 2021 via Zoom Meeting, was called to order at 4:00 pm by Chair Jim Edwards.

Review of Minutes and Agenda

The minutes from October 21, 2021 Board of Trustees Meeting, and the agenda for the Board of Trustees November 18, 2021 were reviewed.

Review of Audit Committee Appointment Process

Chair Jim Edwards confirmed the Audit Committee assigned chair is the board treasurer, Shawn Leisinger. Edwards will inquire of the trustees at the November 18, 2021 board meeting to see who is interested in serving on the committee.

Other Items

Secretary Joan Hicks shared that New Business action items will be assigned to trustees for prior review and presentation at the board meeting.

Adjournment

On a motion by Shawn Leisinger, seconded by Kacy Simonsen, the meeting was adjourned at 4:19 pm.

Next Meeting

December 6, 2021
4:00 pm
Zoom Meeting

CHIEF EXECUTIVE OFFICER'S REPORT November 2021

News and Updates

Dolly Parton's Imagination Library (DPIL) UW

At the end of August 2021 there were 5,773; at the end of September 2021 there were 5,903; at the end of October 2021 there were 5,887 registered for Dolly Parton's Imagination Library. This is a 4.5% increase over the number of children registered at the same time last year.

Professional Activities/Community Contacts

October 22	Attended 2021 GTP Economic Outlook Conference at Washburn University.
October 26	Meeting with Kathleen Marker YWCA TSCPL & Ima makers Meeting
October 28	Rotary Meeting Attended ULC CEO Directors Meeting
November 3	Attended TSCPL Benefits Meeting Attended Library Materials Selection Policy Review
November 4	Met with Clark Swanson, OrangeBoy Attended Rotary Racial Justice Committee Meeting
November 5	Met with Sherda Williams, Superintendent Brown of Education Nation Historic Site
November 8	Met with Marsha Pope, Topeka Community Foundation Met with Alan Bearman, Dean of Libraries & Sean Bird, Associate Dean of Libraries, Washburn University Attended Trustees Executive Committee Meeting
November 9	Attended State of the Community Attended the Friends Board Meeting Attended Racial Justice Book Club
November 10	Attended ULC Director/CEO Call Attended Library Foundation donor appreciation event at Red Door Home.
November 11	Attended 20 under 40 recognition banquet honoring Erin Aldridge

Agenda Items- New Business

Computer Use Policy

Last month the Board reviewed the Computer Use Policy. The changes to the policy were minor and did not result in any significant changes in operations. Library's attorney Chuck Engel stated this policy needs to be reviewed at least once every three years to qualify for

State Aid funding. Chuck Engel reviewed the updated policy. This month staff is recommending approval of the Computer Use Policy.

Loaned Employee Agreement, Friends of the Library FY 2022

Loaned Employee Agreement, The Library Foundation for FY 2022

Each year the loaned employee agreements with the TSCPL Friends of the Library and The Library Foundation are reviewed and approved by the Board of Trustees and the Friends and Foundation boards. A reminder that the Friends executive, the Library Foundation executive director, and Library Foundation development professional are all library employees who are in effect loaned to those 501©3 organizations each year.

Memorandum of Understanding (MOU) Shawnee County Park and Recreation

In 2012 the Topeka and Shawnee County Public Library and the Shawnee County Parks and Recreation Department signed a Memorandum of Understanding (MOU) establishing a partnership and agreement for an exchange of services and staff support with Shawnee County. This successful collaboration between the Library and the County allowed the County to continue providing public computers in the community centers that they were not staffed or equipped to maintain. The MOU provided the Library with the opportunity to extend its reach especially as it relates to digital equity, skill building and literacy and learning for all ages.

Audit Committee Appointments

Per the trustee bylaws Article IV: Committees, Section 3. Audit Committee:

“The Chair shall appoint three trustees, one of whom shall be the Treasurer who will chair the Committee, with the approval of the Board to the Audit Committee. The Committee reviews the audit draft for recommendation to the full Board.” Chair Jim Edwards will ask for volunteers to serve on this committee at the board meeting.

Neighborhood Revitalization Plan Interlocal Agreement Amendment, 2022 – 2024

In July 2021, City of Topeka planning director Bill Fiander presented information about the agreement. The associated documents are included in your packet and listed on the resolution sheet. The City of Topeka is now officially requesting all taxing authorities, including the Library’s, approval to continue this interlocal agreement through 2024.

Current Projects

Filling Open Positions

We have begun reviewing and posting for several key positions. With every open position we evaluate what are our staffing needs as it relates to the plans for the library. We have several key leadership positions currently open including Community Services supervisor and Circulation supervisor. Human Resources and the managers for each area will be reviewing applications and interviewing in the next few weeks.

Organizational Priority Plans for 2022

The Management Team will be reviewing the current 2021 plans and determining which projects are complete and which need to be moved forward for 2022. Several projects including the Public Website Redesign and the Facility Plan- Tech Zone project which are two-year projects. We will bring to the board the proposed Organizational Priorities 2022 at the January board meeting.

Finally, as we as an organization utilize our monthly board reports as an historical record of the library, I wanted to thank you for the opportunity to prepare my first officially board report as CEO of the Topeka and Shawnee County Public Library. I look forward to sharing our status, initiatives, and projects each month.

Marie Pyko

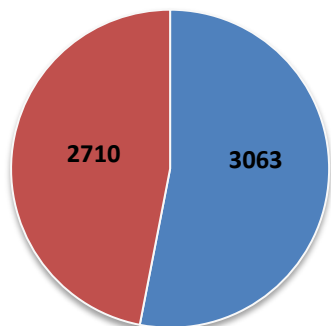
Chief Executive Officer

Topeka and Shawnee County Public Library 11/11/2021

Number of children currently enrolled: **5,773**

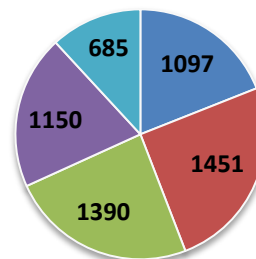
SEX OF PARTICIPANTS

■ Male ■ Female

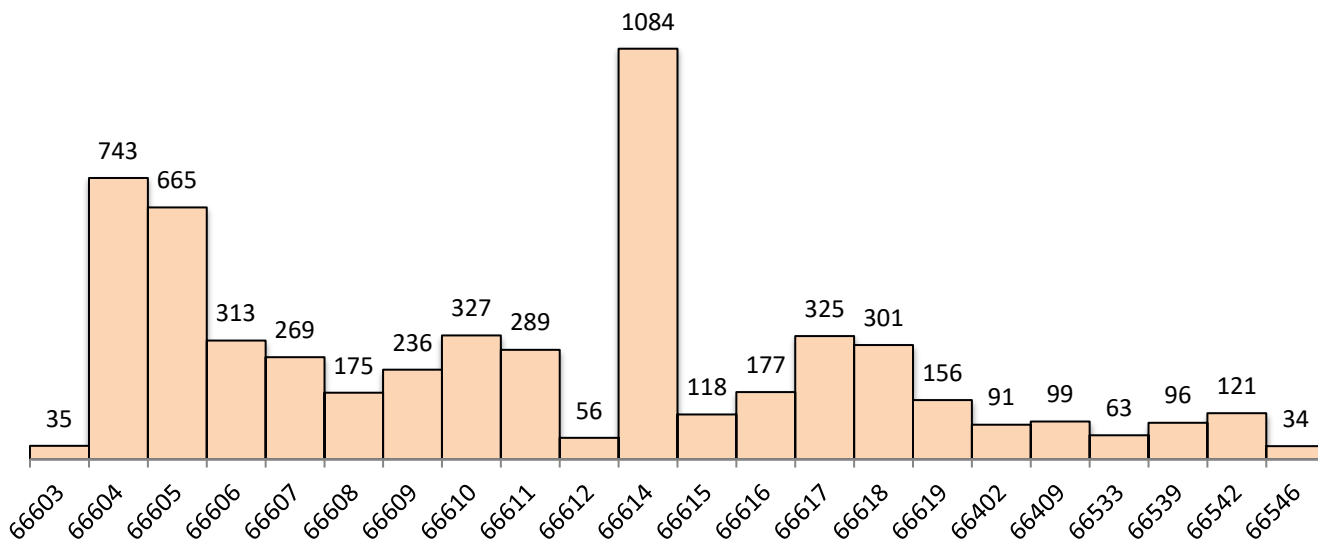


AGE OF CHILDREN

■ 4-5 yrs old ■ 3-4 yrs old ■ 2-3 yrs old
 ■ 1-2 yrs old ■ 0-1 yrs old

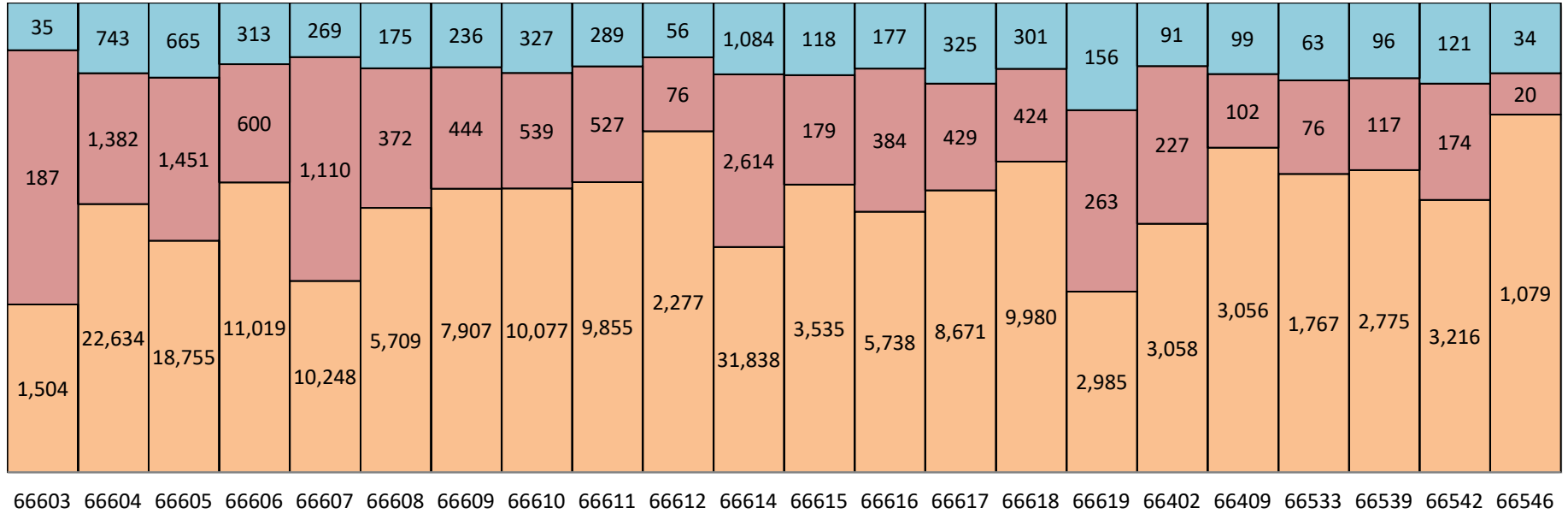


ZIP CODES OF CHILDREN

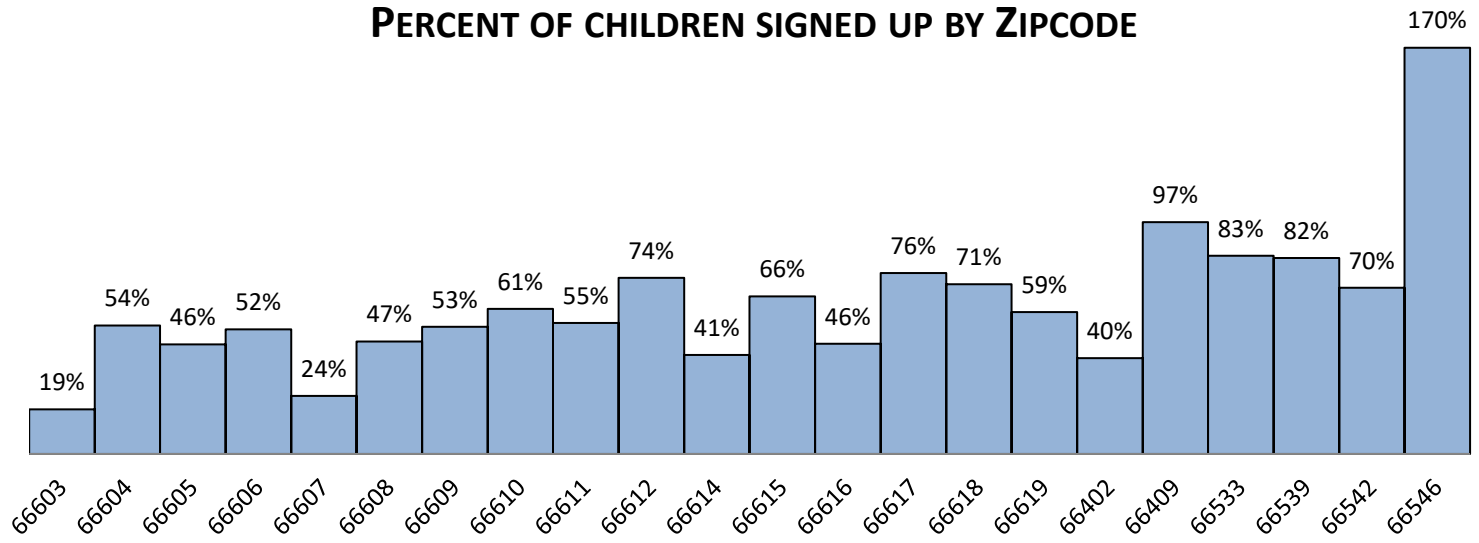


AUGUST 2021 DOLLY PARTON IMAGINATION LIBRARY

■ POPULATION
 ■ UNDER 5
 ■ DPIL



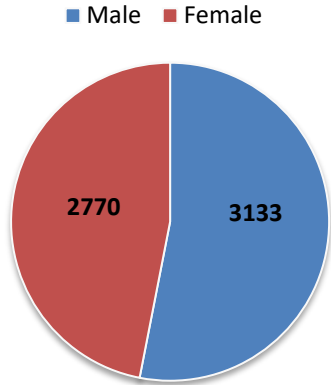
PERCENT OF CHILDREN SIGNED UP BY ZIPCODE



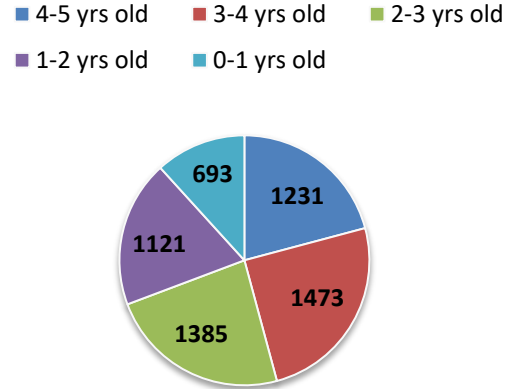
Data Source: 2017 ACS 5-Year Population Estimate

Data Number of children currently enrolled: **5,903**

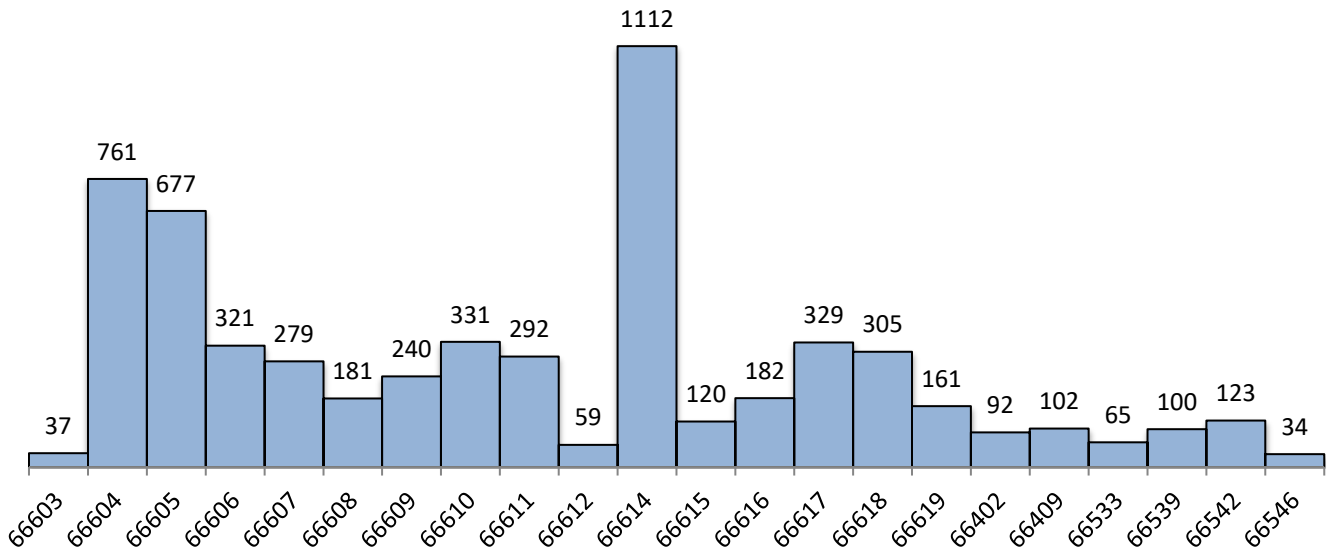
SEX OF PARTICIPANTS



AGE OF CHILDREN

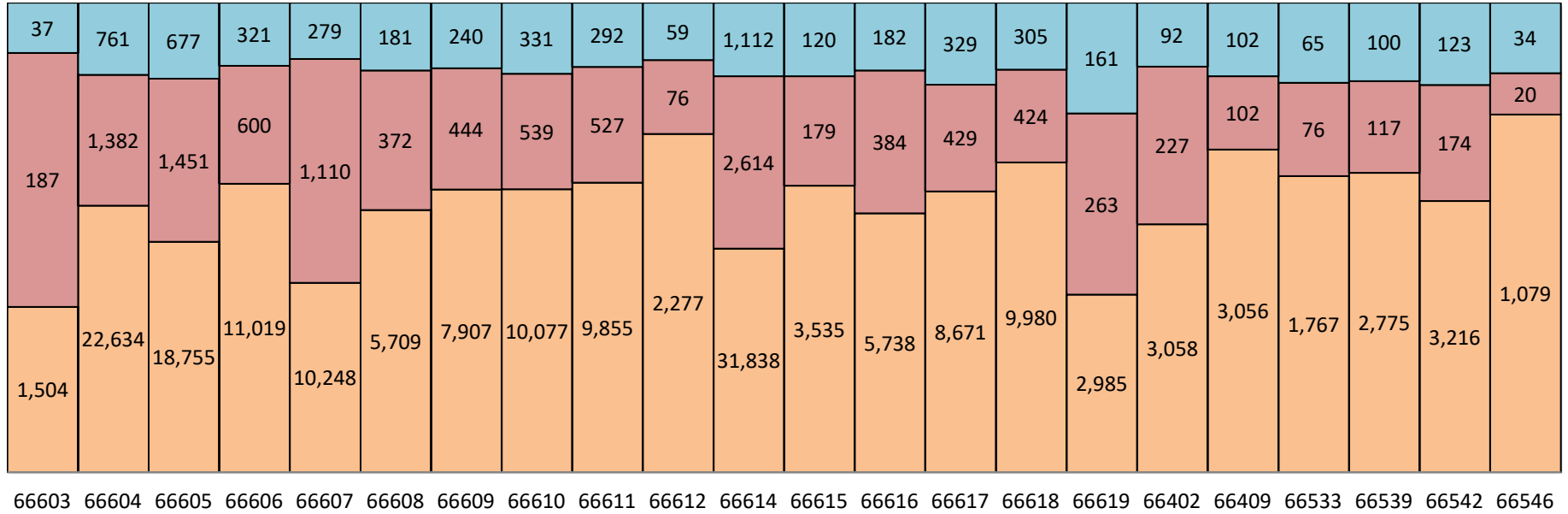


ZIP CODES OF CHILDREN

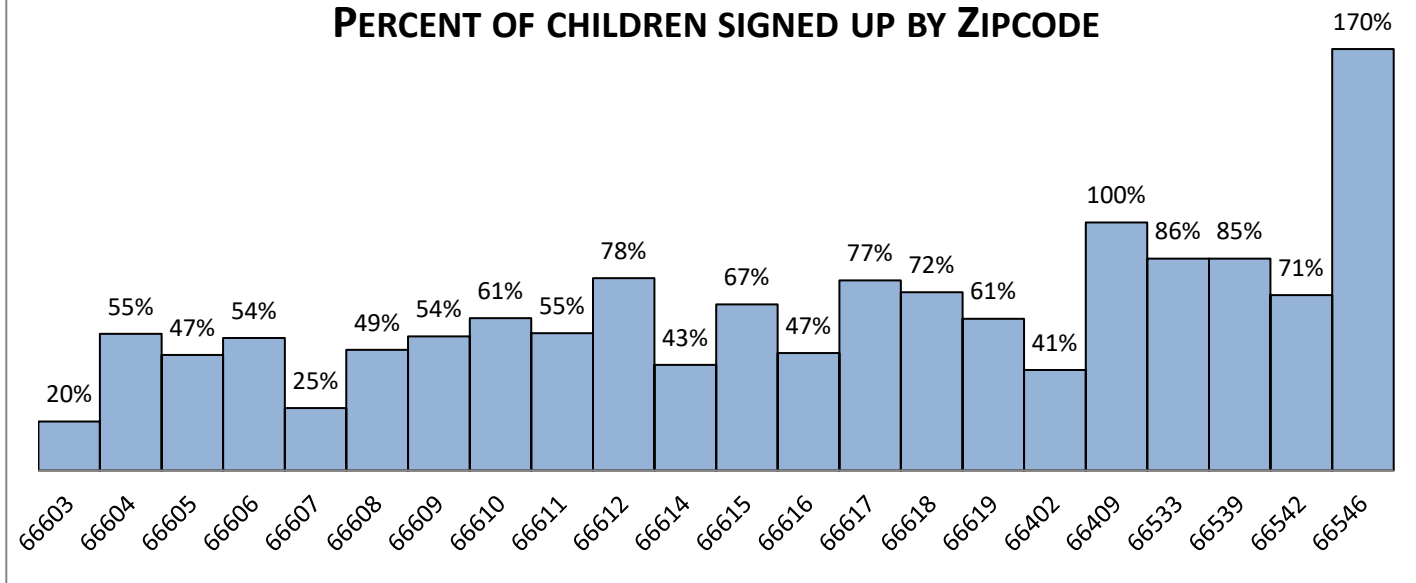


SEPTEMBER 2021 DOLLY PARTON IMAGINATION LIBRARY

■ POPULATION
 ■ UNDER 5
 ■ DPIL

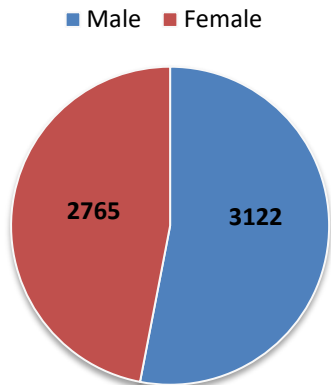


PERCENT OF CHILDREN SIGNED UP BY ZIPCODE

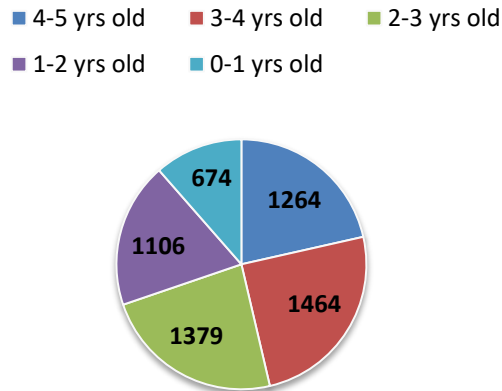


Number of children currently enrolled: **5,887**

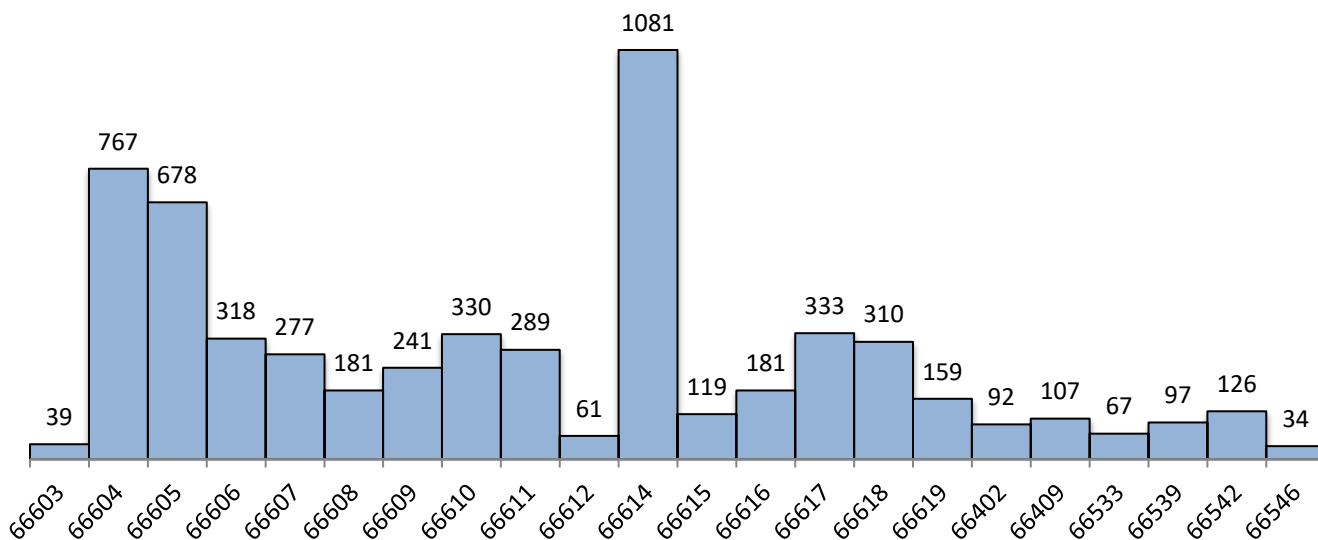
SEX OF PARTICIPANTS



AGE OF CHILDREN

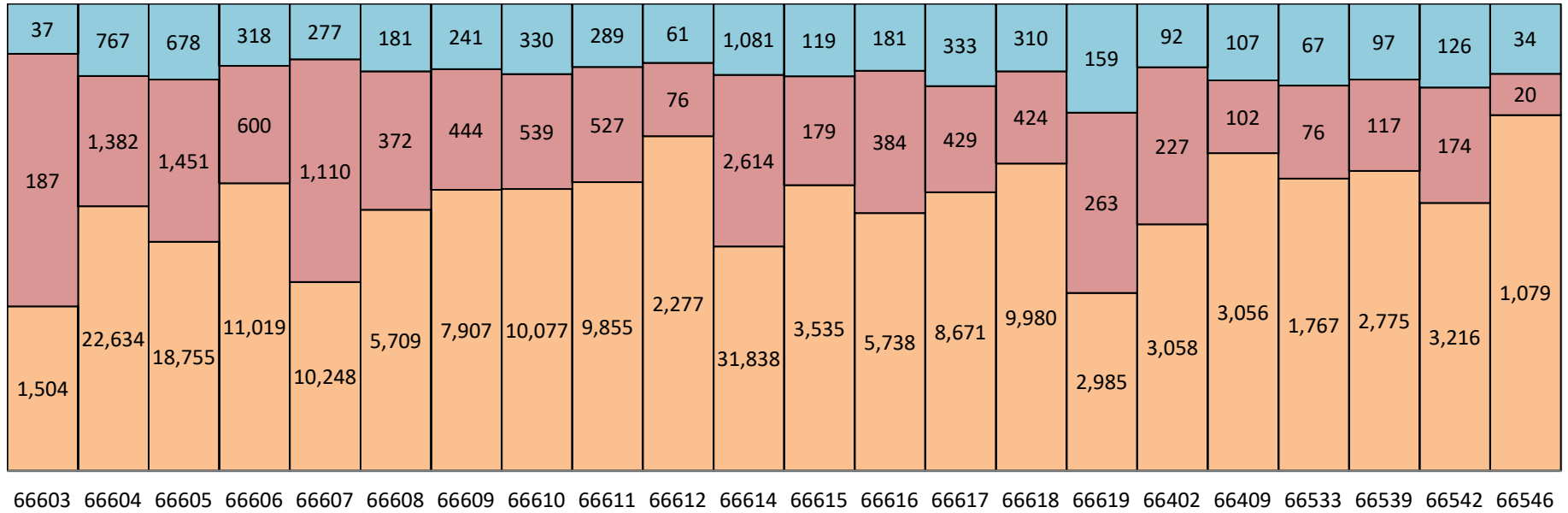


ZIP CODES OF CHILDREN

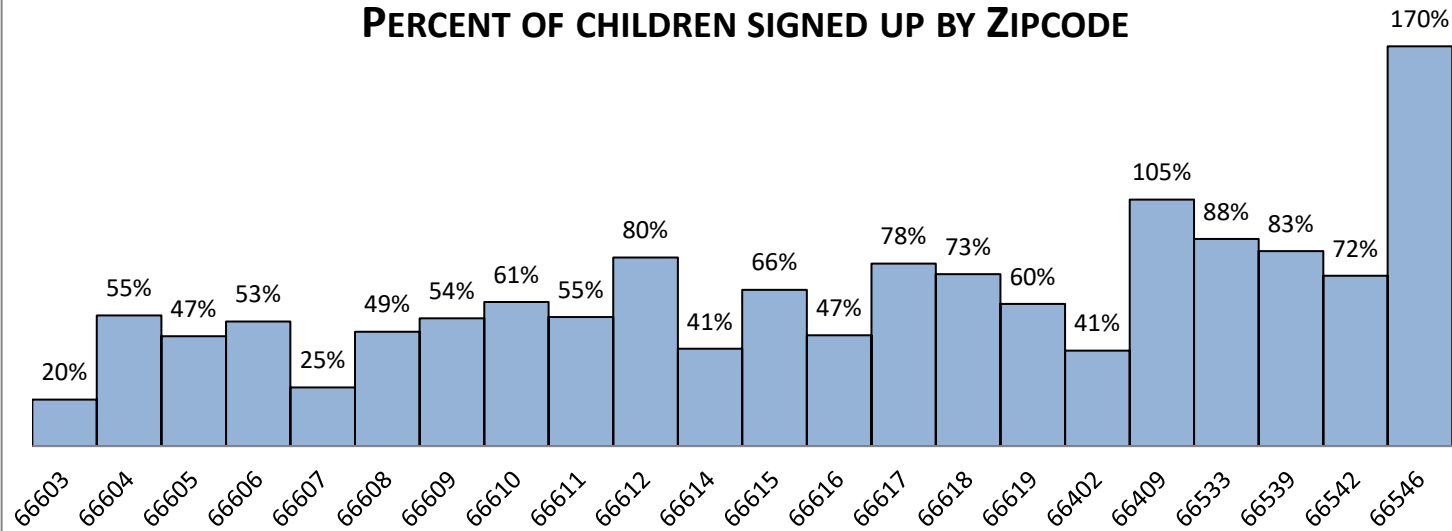


OCTOBER 2021 DOLLY PARTON IMAGINATION LIBRARY

POPULATION UNDER 5 DPIL



PERCENT OF CHILDREN SIGNED UP BY ZIPCODE



Data Source: 2017 ACS 5-Year Population Estimate

Chief of Staff Report

Thad Hartman

November 10, 2021

Meeting Rooms

On Monday, November 15, all our meeting rooms will return to full capacity. We are excited to be able to once again offer this service without any limitations. This was the last major restriction we had in place for the public at the main library. We know this is an extremely popular and essential service and there is a lot of pent of demand for full capacity.

We feel comfortable making this decision based on the availability of booster shots for library staff and the improved COVID scores. We also feel like the timing is advantageous with the reopening of the café on November 22. The other benefit is that this will allow us to start to reintroduce more public programming. We will of course continue to monitor the situation, but we hope this is a turning point for us as we reengage with community members who haven't used the library as much during the pandemic.

Songs of the Season

Another exciting development that we're excited to announce is that our annual Songs of the Season concert series is back. Singers and musicians of all ages from all over the community will perform seasonal favorites in the rotunda. We have an abbreviated line-up this year but will be adding more groups based on their availability. The current schedule is shown below, but please check the library's website at <https://tsopl.org/songs-of-the-season> for schedule updates.

It's always special to listen to the wonderful music from these performers, and it's especially heartwarming to see the kids' groups perform. However, one non-school group of note is the Free State Brass Quintet. They will be performing in the rotunda on Saturday, December 4, for three hours. This will offer a bit of a teaser for the full 25-member brass band's "Music for a Sunday Afternoon" holiday concert on Sunday, December 12. You can find more information about their "Music for a Sunday Afternoon" concert at <https://events.tsopl.org/event/5723314>

Performance Date	Performance Group	Start Time	End Time
Friday December 3	Hayden Singers	12:30 pm	1:00 pm
Saturday December 4	Free State Brass Quintet	11:00 am	2:00 pm
Monday December 6	Topeka High Madrigals	12:30 pm	1:00 pm
Wednesday December 8	Cair Paravel Madrigals	12:00 pm	12:30 pm
Wednesday December 8	Topeka Collegiate School Choir	1:00 pm	1:30 pm
Friday December 10	Eisenhower Orchestra	11:30 am	12:00 pm
Saturday December 11	Kansas Youth Chorale	12:00 pm	12:30 pm
Monday December 13	Melodears	11:30 am	12:00 pm
Monday December 13	Cornerstone Family School Choirs	12:30 pm	1:15 pm
Wednesday December 15	St. Marys Sound	11:30 am	12:00 pm

Thursday December 16	Eisenhower Middle School Choir	11:30 am	12:00 pm
Friday December 17	Jardine Orchestra	11:30 am	12:00 pm
Saturday December 18	Silver Winds Flute Ensemble	11:00 am	11:45 am
Saturday December 18	Topeka Suzuki Strings	12:00 pm	1:00 pm

Department Highlights

Public Services – Information and Learning Debbie Stanton, Public Services Supervisor

Local History

Local History Librarian, Donna Rae Pearson, was recently appointed to serve on the City of Topeka's Planning Commission. She has previously served on the Local Landmarks Commission, which advises the city council on historic assets and safeguards the architectural and cultural heritage of the community through preservation. She will continue in that role while also serving on the Planning Commission, which is responsible for adoption of the city's Comprehensive Metropolitan Plan. We're excited about Donna Rae's ability to extend her work into the community and to help our citizens connect with the stories of Topeka and Shawnee County's people, places, and events.

Civic Engagement

The seeds sown in the library's multi-year "Initiatives for Democratic Practice" project with the Kettering Foundation continue to reap benefits. In late October, Washburn University organized and sponsored a [Reframing Topeka](#) deliberative discussion with Community Connections Librarian Lissa Staley facilitating. After the event a local high school teacher reached out to library staff to bring facilitated deliberation into their classroom later in November. [KSNT](#) covered the Washburn event on October 26 and described the conversation this way: "Leaders from the Topeka and Shawnee County Public Library guide the discussions. Their goal is to spark real conversations about practical solutions to make Topeka better... Group members discuss the causes and effects of what they think could be a beneficial suggestion to improving Topeka."

Gallery

Our popular community exhibit, *La Comunidad*, is wrapping up with a mariachi performance by Mariachi Girasol de Topeka on Saturday, November 20 from 3-4pm. The exhibit closes officially on Sunday, November 21. This exhibit has been more than we could have dreamed of, with the community coming out in support of both the artists and the programs. Kicking off with the Lowrider Car Show and continuing with artist talks, dancers, and pinata makers, the gallery has been an active and lively place this Fall.



Public Services

Autumn Friedli, Supervisor – Readers Services

Fall Reading Challenge

Our Fall Reading Challenge took place from October 1st through the 31st. We had 694 readers sign up to read three books during the month of October, and 522 people completed the challenge. Did you complete the challenge? If so, be sure and pick up your collectible glass at the customer service desk.

KLA Presentation

Miranda Ericsson, Readers Librarian, and Deb Ellerbrook, Adult Literacy Librarian, presented at the Kansas Library Association in Wichita on October 28th. Miranda and Deb talked about creating and maintaining the Top City Reads Together Facebook Page. The duo had a good group of engaged librarians during their presentation and several of those librarians have joined the Top City Reads Facebook page.

Elected Secretary of Beta Phi Mu

Autumn Friedli was elected Secretary of the Beta Phi Mu Beta Epsilon Chapter on Friday, October 29th during the annual business meeting of the chapter. Beta Phi Mu, the library and information studies honor society, was founded at the University of Illinois in August 1948, by a group of leading librarians and library educators to recognize and encourage scholastic achievement among library and information studies students. The Beta Phi Mu chapter at the Emporia State University School of Library and Information Management, started in 1973, is known as “Beta Epsilon.” The purpose of this chapter is to recognize high scholarship in the study of librarianship, and to sponsor appropriate professional and scholarly projects. Autumn graduated ESU-SLIM in December of 2016.

Program Services

Jacqueline Belden, Program Manager

Summer Reading Program 2022: Planning Begins

The Program Team and key staff members have begun the initial planning stages for our 2022 summer program, and we are excited to announce that we will be following the Collaborative Summer Learning Program’s 2022 annual theme, “Oceans of Possibility.” Expect lots of exciting programs on marine life, conservation, and other seafaring fun at the library this summer!

Kansas Leadership Center Conference

Public Training Professional Shari Schawo attended the Your Leadership Edge online conference with the Kansas Leadership Center on October 6 and 7. She thoroughly enjoyed connecting with other emerging leaders and participating in collaborative activities with small groups to build and hone leadership skills together. Shari’s attendance was funded by a scholarship from United Way.

Updates from Shari Schawo on Public Training

We are happy to have restarted our partnership providing space and computers to the grant supported KU Technology Education program, which provides evidence-based technology education to women transitioning from incarceration. In September, we finished off our Let’s Get Started series of programs introducing people to fun outdoor activities in Topeka. We saw about 50 attendees at those programs in total. Our Beginners Yoga classes continue in the Learning Center in an innovative hybrid format, with some attending in-person and some online. Chair Yoga classes have also moved to hybrid format after the success of hybrid Beginners Yoga, and both classes are going strong.

Bookmobile Schedule Changes

The bookmobile schedule will be changing beginning November 15 to reflect our return to Villa West on Wednesdays! The changes to the schedule are as follows:

- Tuesdays: Dillons Urish @ 2:15-7:30 PM will replace the stop at Susanna Wesley.
- Wednesdays: Villa West @ 9:30 AM-1:00 PM, 1:45-7:30 PM will replace the stop at Dillons Urish.
- Saturdays: Susanna Wesley UMC @ 1:30-3:00 PM will replace the stop at Villa West.

Kansas Connections

Community Services staff are preparing to relaunch Kansas Connections in early 2022. Our team will be working together to present Kansas Connections programs to our local K-12 classrooms in a variety of ways to augment in-school learning and provide fun, hands-on learning experiences to students and teachers. We will begin seeking sign-ups from educators very soon. Keep an eye on our website for updates.

Words of Appreciation

This month, Community Services staff received several wonderful compliments and words of thanks from our customers.

From Public Services Specialist Michelle Stottlemire: "Last week, one of our TSCPL @ Home customers left a good bag of chocolates and a sweet note for the delivery staff. The card reads, 'Thank you for all the library books you've brought me via "at home delivery!" Just a little something to show my appreciation!"

After relaunching her Play it Again board game program in person on October 23, Public Services Specialist Jayme Lyons received compliments from attendees:

- "I am glad I attended! Both games were awesome!"
- "Saturday was great fun! See you next month!"
- "I really enjoyed the game time today. I had never been to it before. [...] It's fun to have something to look forward to, as I don't drive, due to vision problems."

Youth Services

LeAnn Brungardt, Youth Services Supervisor

Play

We are now offering a broader play experience in the Family Zone at the library than we have been able to provide for quite some time. On Monday through Friday from 9:00-12:00 early childhood focused staff wheel up a cart full of all sorts of toys and mediate learning through play. We have upped cleaning and disinfecting and still have practices that utilize Family Place Library and Learn and Play Service protocols.

- Children can select what appeals to them
- Families play together and bond positively
- Parents model behavior for one another and make connection to one another
- Staff provide support and resources and offer ideas for cleanup and transitioning behavior

During other hours of library operations there are still self-directed play opportunities that include things like hopscotch, climbing and balancing structures, and I-spy games.

Kansas Reads to Preschoolers

Each November we celebrate the importance to reading to young children, by encouraging families across the state to read the same picture book. This year's title is *Grumpy Bird* by Jeremy Tankard. Read it to a child in your life. Pick up a copy of the title from November 14-21 at the Kids' Library Desk while supplies last. Come play games based upon the book November 16 from 9:30-11:15 am.

Zombies

Curious Kids continues to supply all kinds of fun for our afterschool customers. In October, several gave sewing by hand a try by stitching stuffed animal/doll zombies.

Edge

Our activity space for teens will open Monday through Thursday from 3:00-5:00 starting November 15. Dedicated teen staff will provide engagement opportunities each day including Teen Writers Club, Teen Art Club, Anyone Can Cook, digital gaming, anime, and tabletop gaming. Teens need purposeful play for self-expression, social skill development, independent living skill development, and just plain fun.



Success Stories

A StoryWalk® user at Ted Ensley Garden at Lake Shawnee shared, "We come to the garden often since we live nearby and my youngest wants to read the story every time. No matter how many times we've read it."

Sherry Hess, Early Childhood Learning Coordinator, offered this story. For the past two weeks, a 4 ½ year old girl has been accompanied by her nana to one of the Learn & Play Service locations. The nana reported on the first week that the little girl's mom made the decision not to send her to preschool this year, so the service will be her "school". Nana told us that they will be there every week. Most recently the Nana and the little girl were playing near me on the floor. The little girl was watching a peer play with a co-worker. They were playing with a see-through scale and plastic bears. The little girl told her nana that she wanted to play with what the second little girl was playing with. The nana looked at me, and then told her granddaughter that she could watch my co-worker and the second little girl play. I joined their conversation to interject that the little girl could ask to play with the other girl. I modeled the words, "Can I play with you?" The nana smiled at me while the little girl asked if she could play. My co-worker welcomed her to play and praised her for asking. My co-worker gave her some of the bears and invited her to join in. I shared with nana that social-emotional skills like asking for a turn, talking with peers, and expressing emotions appropriately are important for school readiness. The nana smiled as her granddaughter continued to play with her peer.

Collections

Scarlett Fisher-Herreman, Technical Services and Collection Development Manager

David J's Place

I'm pleased to share about exciting improvements in David J's Place. This room is home to the library's physical collections for young adult readers. A small team of staff from Technical Services and Youth Services worked with Communications and Marketing to create colorful banner signage that notates the different types of collections in the room. This is a space that has not had larger scale signage in it which presented challenges in quickly identifying the location of some collections. The new signage is easy-to-read and really makes the whole room come to life. In addition to the new signage, new young adult books were moved to a more prominent location

and given additional shelving for display and promotion. Near the new books, a support column in the center back of the room was converted into a vertical display space for young adult materials. Several collections were shifted or adjusted in minor ways to even out the shelving and to make it possible for every collection in the room to have a sign above it. The end result is an improved experience for customers and a room that feels inviting and fun for young adult readers.



Circulation Department Kelli Smith, Circulation Supervisor

Silents in the Cathedral

Over 300 people attended this year's Silents in the Cathedral event held at Grace Cathedral. The silent short films showcased were *Méliès Whimsical Illusions* (1909), *The Crazy Ray* (1922) and *Innocent Husbands* (1925). The main feature this year was *The Bells* (1926) starring Lionel Barrymore, Boris Karloff, and Caroline Frances Cooke.

Denise Morrison introduced the historical significance of the movies while Marvin Faulwell and Bob Keckeisen performed the live music and sound effects for the films. The cathedral itself provided a beautiful setting for this performance as well as a haunting pipe organ that Marvin masterfully played.

Interlibrary Loan Public Service Specialist, Stephen Ferrell, took over organizing the Silents in the Cathedral event this year from Community Services. He did a fantastic job working with all the performers, Kathy Smith of Grace Cathedral, and Bob Shaffer of Kansas Silent Film Festival, Inc. Stephen and I would like to also thank Communications & Marketing and the Finance team for making the organization of the event go smoothly. They did a lot of great work on a short timeline.

Welcoming New Staff

Circulation has hired 3 shelving assistants and 3 full time staff to fill some of the open positions the department had. The shelving assistants hired are April Perez, Teri Wodtke, and Maria Zubiata. The three of them have already made a great difference in how quickly library materials are returned to the public floor. Circulation staff as well as staff working the public service floor also continue to shelve so customers have quick access to the titles they are searching for.

The department's Senior Library Associates, Christina Craver, Donna Casey, Michelle Griffith, and Sandy Patterson have done a wonderful job training the new full time Library Associates that started in October. Gayle Alderson,



Karen Holzmeister, and Sydney Van Dyke are busy learning the different Circulation assignments and completing the New Employee Orientation and Onboarding training that Kristin Kelly and Kate Hughes created. The information Kristin and Kate have listed has been very helpful during this orientation process since it had been nearly two years since the department's last hire.

The department is currently in the process of filling a part time Library Associate, an Interlibrary Loan Public Service Specialist, and a Circulation Supervisor and hope to have these positions filled by the end of the year.

Digital Services

David King, Digital Services Director

Staff Laptop Project

We finally received the laptops and peripheral equipment and have begun deploying the laptops. Providing laptops to our exempt-level staff will free them up to do work anywhere – at their desks, in a meeting room, when working from home, and around the community as needed.

WIFI Hotspot grant project

We are still working on finalizing details for the public launch of this project. Verizon (the hotspot supplier) and their management software supplier are working through a backend issue to provide the library with management tools for the hotspots. These tools are important – they allow the library to manage access to the hotspots, to apply filtering, and to gather usage statistics. Once this gets worked out, we should be able to offer these hotspots for checkout.

Top Web Pages for October 2021:

1. Services page: 2336 Pageviews
2. Great Gatsby blog post: 1985 Pageviews
3. Employment page: 1717 Pageviews
4. About page: 1570 Pageviews
5. Creativity blog post: 1241 Pageviews
6. June bride blog post: 1228 Pageviews
7. My account: 1194 Pageviews
8. Databases page: 939 Pageviews
9. La Comunidad page: 917 Pageviews
10. Ebooks page: 827 Pageviews

Social Media Highlights for October 2021:

Facebook

- Post that asked about reading habits – reached 5,538 people
- What's a book that scared you? – reached 4,666 people
- National cat day – reached 4,368 people

Twitter

- Facebook & Instagram downtime got you bummed out? Never fear! Here's a great list of books from one of our librarians on effective communication techniques! – 797 impressions
- Are you enjoying the cooler temps and rain this morning? The flowers seemed a little happier today. We're open and it's dry inside the library so stop in and grab something to read. Open until 9pm – 593 impressions
- Tweet with a cute dog (about our Twitter account being hacked) – 382 impression

November Board Report

November 10, 2021

Communications & Marketing Team

Diana Friend, director | Bonnie Cuevas, event coordinator | Ginger Park, communications editor
Karen Watson, graphic design | Michael Perkins, web administrator & multimedia producer

Stay Curious Brand for Bookmobiles

The *Sherlock* Bookmobile is getting a new exterior wrap that will address some maintenance and wear issues and bring the mobile vehicle fleet into the library's *Stay Curious* brand of bright colors and curious images. The *Sherlock* and *Alice* bookmobiles replaced vehicles that were more than 25-years old. The replacements were made possible by The Library Foundation's work with donors, and the Capital Federal Foundation provided the funding for the *Sherlock* bookmobile in 2013. The new design is by our in-house talented duo, Karen Watson, and Michael Perkins. Look for the newly wrapped bookmobile in December 2021.



Bonnie is Busy!

For 20-years, Event Coordinator Bonnie Cuevas has kept our meeting rooms reservation system running smoothly, but her talents and skills go beyond room set-ups. If you attended the La Comunidad Lowrider Car Show, you would have seen Bonnie at the information/prize booth greeting visitors and encouraging them to see the exhibit, get a library card, and take a behind the scenes tour of the library. More than 600 people attended the car show, so she was busy! Just this week, it was decided that we would host the annual Songs of the Season concerts, with area school and local musicians performing in the library rotunda during the lunch hour and evenings. Over the years, Bonnie has developed a strong network with the groups, so even with short notice, the library will have a wonderful concert season that our community enjoys. [See who is performing](#) and check back often because we add new performances through December.

Bonnie also serves on the library’s staff appreciation committee and creates engaging internal messages that provides information to the staff about what the week’s offering is at the Monday Farmers Market May-October. In November and December, her action messages include Donut Days (11/5), Staff Arts & Crafts Sale (11/17), Staff Dress Down Days fundraiser for the Christmas Bureau (11/ 22-24), Staff & Volunteer Thank You luncheon (11/9), and a staff Secret Santa & Stocking Stuffer (December).

There is more to Bonnie’s professional expertise than is mentioned here, and much of her work is behind-the-scenes infrastructure that supports the library and helps make us the best library in North America every day.

Popular Social Media posts for October-November

When people talk about what they love about the library they often say the staff. Since our last board meeting the top social media posts on Facebook support that opinion! Communications Editor Ginger Park writes, schedules, and coordinates the editorial content for our social media (SM) and directs the SM team post.

The image shows a Facebook post from Topeka & Shawnee County Public Library, dated October 20. The post features a green background with the text: "Would you rather not be able to read any new books, OR not be able to reread any books ever again? 😬". The post has 5,536 people reached and 419 engagements. A red circle highlights the "5,536 People reached" metric. The post also shows 58 comments and 3 shares. To the right of the post is a "Performance for Your Post" sidebar with the following data:

Performance for Your Post		
5,536 People Reached		
104 Reactions, Comments & Shares		
18 Like	17 On Post	1 On Shares
12 Wow	12 On Post	0 On Shares
3 Sad	3 On Post	0 On Shares
68 Comments	66 On Post	2 On Shares
3 Shares	3 On Post	0 On Shares
315 Post Clicks		
0 Photo Views	0 Link Clicks	315 Other Clicks
NEGATIVE FEEDBACK		
1 Hide Post	0 Hide All Posts	
0 Report as Spam	0 Unlike Page	

Topeka & Shawnee County Public Library
3d · 🌐

Exciting news – the Millennium Cafe will open Mon, Nov 22! 🤗🤗 Tricia & Ryan Peterson from 2 Chefs Catering & Lake Ridge Bar and Grill at Lake Perry will be the new cafe operators. I can't wait to see what deliciousness is on the menu. 😊

Get More Likes, Comments and Shares
When you boost this post, you'll show it to more people.

11,423 People reached **1,600** Engagements [Boost post](#)

👍❤️👎 338 17 Comments 58 Shares

👍 Like 💬 Comment ➦ Share ⌵

Performance for Your Post


11,423 People Reached

809 Reactions, Comments & Shares ⓘ

555 Like	283 On Post	272 On Shares
115 Love	57 On Post	58 On Shares
12 Haha	0 On Post	12 On Shares
5 Wow	2 On Post	3 On Shares
66 Comments	20 On Post	46 On Shares
58 Shares	58 On Post	0 On Shares

Topeka & Shawnee County Public Library
5d · 🌐

Our library is so beautiful! I ❤️ this place.



Get More Likes, Comments and Shares
When you boost this post, you'll show it to more people.

5,888 People reached **600** Engagements [Boost post](#)

👍❤️👎 438 13 Comments 8 Shares

👍 Like 💬 Comment ➦ Share ⌵

Performance for Your Post

5,888 People Reached

494 Reactions, Comments & Shares ⓘ

351 Like	327 On Post	24 On Shares
117 Love	111 On Post	6 On Shares
1 Wow	1 On Post	0 On Shares
18 Comments	14 On Post	4 On Shares
8 Shares	8 On Post	0 On Shares

106 Post Clicks

2 Photo Views	0 Link Clicks ⓘ	104 Other Clicks ⓘ
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NEGATIVE FEEDBACK

0 Hide Post 2 Hide All Posts

0 Report as Spam 0 Unlike Page

Reported stats may be delayed from what appears on posts



Resolution – Computer Use Policy

**BOARD OF TRUSTEES
November 18, 2021**

Be it resolved that the Board of Trustees, Topeka and Shawnee County Public Library, approves the Computer Use Policy as presented.

Resolution by _____

Seconded by _____

Resolution passed/failed by a vote of _____

Date _____

Computer and Internet Use Policy

1. Background

- a. The Topeka and Shawnee County Public Library provides public access to computers and the Internet.
- b. The Topeka and Shawnee County Public Library is committed to the principles of intellectual freedom and the freedom to access information from a variety of sources.
- c. The Internet is an information resource that enables Library customers to access a diverse variety of information on public access computers beyond that contained in the library's own collection.
- d. This Policy serves to ensure that no minor has access to "visual depictions"¹ that are "child pornography"², "harmful to minors"³ or "obscene"⁴, and that no person has access to "visual depictions" that are "child pornography" or "obscene".

2. Library Responsibilities

- a. The Library uses Internet filtering software on all of its public access computers to ensure compliance with paragraph 1(d).
- b. The Library provides access to recommended, age-appropriate sites through its website.

3. Customer Responsibilities

- a. Customers may:
 - i. Download files from a website directly to any supported portable storage media.
 - ii. A customer, who is not a minor, may request an authorized Library staff member to unlock a filtered website or to disable a filter when using a Library computer for legitimate research or other lawful purpose.
- b. Customers shall:
 - i. Respect the legal protection provided by copyright license to software, books, articles and other electronic files.
 - ii. Respect the privacy of others.
- c. Customers shall not:
 - i. Access illegal Internet websites as defined by applicable state or federal law.
 - ii. Access web pages or websites that that contain visual depictions of obscenity, child pornography, or is harmful to minors.
 - iii. It will be considered a violation of this Policy if a customer clearly demonstrates the intent to violate the Policy even if no violation occurs.

¹ K.S.A. § 75-2589(f)(9).

² K.S.A. § 75-2589(f)(2).

³ K.S.A. § 75-2589(f)(3).

⁴ K.S.A. § 75-2589(f)(5).

- iv. Gain or try to gain unauthorized access to restricted resources or entities.
- v. “Hack into or interfere” with other users, system operations, integrity or security of the Library computer network or any computer system.
- vi. Attempt to gain access to another person’s files or passwords.
- vii. Intentionally obtain copies or modify files, passwords, or data that belong to the Library or its users.
- viii. Harass others with messages, prints, images or software programs.
- ix. Load or run any software other than that which resides on the Library’s Public Access computers.
- x. Tamper with, mishandle, damage or attempt to damage computer hardware.
- xi. Interfere with, deliberately attempt to circumvent, or tamper with the filtering software.

4. Printing

- a. The Library makes available at a nominal charge printing from public access computers.

5. 3D Printing

- a. The Library offers customers the use of 3D printers to inspire interest in design and to promote digital literacy and entrepreneurship in our community.
- b. The Library may charge a nominal fee to print and may set limitations on print time for the purpose of providing fair and equal access to the 3D printers.
- c. Customers can design and create 3D printed-items of any type other than those that:
 - i. Are prohibited by local, state, or federal law;
 - ii. Are unsafe, harmful, dangerous, or pose an immediate threat to the well-being of others (For example, guns, knives, or other possible lethal weapons);
 - iii. Are obscene or otherwise inappropriate for the Library environment; and or
 - iv. Violate another person’s property rights, (For example, the printer cannot be used to reproduce objects or materials that are subject to copyright, patent, or trademark protection).
- d. Library staff are available to troubleshoot prints as time allows.
- e. The Library will not be liable for functional failure of materials made through the use of its 3D printers, or injuries or property damage caused by them.
- f.

6. Limitation of Liability

- a. The Library assumes no liability for loss or damage to the user’s data, the user’s portable storage media or for any damage or injury arising from invasion of the user’s privacy or from viruses that may infect the user’s portable storage media or files.
- b. The Library cannot guarantee that Internet filters will block offensive and /or illegal materials.

7. Enforcement and consequences for violating policy

- a. The Library electronically monitors all of its computers for violations of this Policy through Internet filtering software, the observations of Library staff and other customers, and other means.
- b. Staff is authorized to take immediate action to protect the security of computers and the network or to enforce any part of this Policy, including but not limited to confiscating disks, requiring a user to leave the computer or the premises, and contacting law enforcement authorities.

- c. The Library considers violations of this Policy as a violation of the Customer Code of Conduct. Penalties imposed under the Customer Code of Conduct may be imposed for any violation of this Policy.

8. Use of the Library’s computers constitutes agreement with this Policy.

9. Procedures for the submission of complaints

- a. Customers desiring to submit complaints about the standards, rules and regulations and the enforcement thereof, or observed customer behavior have been adopted and are available pursuant to the Customer Conduct Policy on the Library website.

10. Policy review.

- a. This Policy shall be reviewed at least once every three years by the Library Board of Trustees.

Approved: January 19, 2012

Revised: February 27, 2014

Reviewed and Affirmed: April 20, 2017 Reviewed and Affirmed: November 15, 2018

Revised: October 21, 2021

Pending Approval: November 21, 2021

Board of Trustees

Topeka and Shawnee County Public Library

Questions about this policy? We encourage your feedback in person, by telephone at (785) 580-4400, or at tscpl.org/contact.

Computer and Internet Use Policy

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1. Background

- a. ~~The Topeka and Shawnee County Public Library provides public access to computers and public the Internet access for customers to use.~~
- b. The Topeka and Shawnee County Public Library is committed to the principles of intellectual freedom and the freedom to access information from a variety of sources.
- c. The Internet is an information resource that enables Library customers to access a diverse variety of information on public access computers beyond that contained in the library's own collection.
- d. ~~Some Internet content may offend or may be illegal under the laws of the State of Kansas.~~
- e. This Policy also serves to ~~restrict access to materials that are child pornographyⁱ, harmful to minorsⁱⁱ or obsceneⁱⁱⁱ contain visual depictions of obscenity child pornography, or is harmful to minorsⁱ ensure that no minor has access to "visual depictions"¹ that are "child pornography"², "harmful to minors"³ or "obscene"⁴, and that no person has access to "visual depictions"⁵ that are "child pornography"⁶ or "obscene"⁷.~~

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2. Library Responsibilities

- a. The Library uses Internet filtering software on all of its ~~Internet-public~~ access computers to ~~block content that is child pornography, harmful to minors or obscene restrict access to materials that contain visual depictions of obscenity, child pornography, or is harmful to minors ensure compliance with paragraph 1(d).~~
- b. The Library provides access to recommended, age-appropriate sites through its website.

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3. Customer Responsibilities

- a. ~~As stated in the Unattended Child Policy, "The Library does not act in loco parentis (in place of parents) and Library staff does not have the authority to take responsibility for your child."~~
- b. Customers may:
 - i. Download files from a website directly to any supported portable storage media.

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¹ K.S.A. § 75-2589(f)(9).

² K.S.A. § 75-2589(f)(2).

³ K.S.A. § 75-2589(f)(3).

⁴ K.S.A. § 75-2589(f)(5).

⁵ K.S.A. § 75-2589(f)(9).

⁶ K.S.A. § 75-2589(f)(2).

⁷ K.S.A. § 75-2589(f)(5).

~~ii.~~ A customer, who is not a minor, aged 18 or older may request an authorized Library staff member to unlock a filtered website or to disable a filter when using a Library computer for legitimate research or other lawful purpose.

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~~e-b.~~ Customers shall:

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- i. Respect the legal protection provided by copyright license to software, books, articles and other electronic files.
- ii. Respect the privacy of others.

~~d-c.~~ Customers shall not:

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~~i.~~ Access illegal Internet websites as defined by applicable state or federal law.

~~ii.~~ Access web pages or websites that that contain visual depictions of obscenity, child pornography, or is harmful to minors.

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~~ii.~~ Regardless of age, access to web pages or websites that contain visual depictions that are child pornography or obscene, provided however, that customers age 18 and older may request an authorized Library staff member to unlock a filtered website or to disable a filter when using a Library computer for legitimate research or other lawful purpose.

~~iii.~~ If younger than age 18, access web pages or web sites that contain visual depictions that are pornography, harmful to minors, or obscene.

~~iv-iii.~~ It will be considered a violation of this Policy if a customer clearly demonstrates the intent to violate the Policy even if no violation occurs.

~~v-iv.~~ Gain or try to gain unauthorized access to restricted resources or entities.

~~vi-v.~~ "Hack into or interfere" with other users, system operations, integrity or security of the Library computer network or any computer system.

~~vii-vi.~~ Attempt to gain access to another person's files or passwords.

~~viii-vii.~~ Intentionally obtain copies or modify files, passwords, or data that belong to the Library or its users.

~~ix-viii.~~ Harass others with messages, prints, images or software programs.

~~x-ix.~~ Load or run any software other than that which resides on the Library's Public Access computers.

~~xi-x.~~ Tamper with, mishandle, damage or attempt to damage computer hardware.

~~xii-xi.~~ Interfere with, deliberately attempt to circumvent, or tamper with the filtering software.

4. Printing

- a. The Library makes available at a nominal charge printing from public access computers.

5. 3D Printing

- a. The Library offers customers the use of 3D printers to inspire interest in design and to promote digital literacy and entrepreneurship in our community.
- b. The Library may charge a nominal fee to print and may set limitations on print time for the purpose of providing fair and equal access to the 3D printers.

- c. Customers can design and create 3D printed-items of any type other than those that:
 - i. Are prohibited by local, state, or federal law;
 - ii. Are unsafe, harmful, dangerous, or pose an immediate threat to the well-being of others (For example, guns, knives, or other possible lethal weapons);
 - iii. Are obscene or otherwise inappropriate for the Library environment; and or
 - iv. Violate another person's property rights, (For example, the printer cannot be used to reproduce objects or materials that are subject to copyright, patent, or trademark protection).
- d. Library staff are available to troubleshoot prints as time allows.
- e. The Library will not be liable for functional failure of materials made through the use of its 3D printers, or injuries or property damage caused by them.

6. Limitation of Liability

- a. The Library assumes no liability for loss or damage to the user's data, the user's portable storage media or for any damage or injury arising from invasion of the user's privacy or from viruses that may infect the user's portable storage media or files.
- b. The Library cannot guarantee that Internet filters will block offensive and /or illegal materials.

7. Enforcement and consequences for violating policy

- a. The Library electronically monitors all of its computers for violations of this Policy through Internet filtering software, the observations of Library staff and other customers, and other means.
- b. Staff is authorized to take immediate action to protect the security of computers and the network or to enforce any part of this Policy, including but not limited to confiscating disks, requiring a user to leave the computer or the premises, and contacting law enforcement authorities.
- c. The Library considers violations of this Policy as a violation of the Customer Code of Conduct. Penalties imposed under the Customer Code of Conduct may be imposed for any violation of this Policy.

8. Use of the Library's computers constitutes agreement with this Policy.

9. Procedures for the submission of complaints

- a. Customers desiring to submit complaints about the standards, rules and regulations and the enforcement thereof, or observed customer behavior have been adopted and are available pursuant to the Customer Conduct Policy on the Library website.

10. Policy review.

- a. This Policy shall be reviewed at least once every three years by the Library Board of Trustees.

Approved: January 19, 2012

Revised: February 27, 2014

Reviewed and Affirmed: April 20, 2017 Reviewed and Affirmed: November 15, 2018

Board of Trustees

Topeka and Shawnee County Public Library

*Means a visual depiction of a minor shown or heard engaging in sexually explicit conduct with intent to arouse or satisfy the sexual desires or appeal to the prurient interest of the offender or any other person

**Has the same meaning as that term is defined in K.S.A. 21-6402

***Has the same meaning as that term is defined in K.S.A. 21-6401

Questions about this policy? We encourage your feedback in person, by telephone at (785) 580-4400, or at tscpl.org/contact.



**Resolution – Loaned Employee Agreement, Friends of the Library
for FY 2022**

**BOARD OF TRUSTEES
November 18, 2021**

**Be it resolved that the Board of Trustees, Topeka and Shawnee County
Public Library, approves the Friends of the Library Loaned Employee
Agreement for FY 2022 as presented.**

Resolution by _____

Seconded by _____

Resolution passed/failed by a vote of _____

Date _____

2022 LOANED EMPLOYEE AGREEMENT

This Agreement is between the Topeka and Shawnee County Public Library hereinafter the "Library;" and The Friends of the Topeka and Shawnee County Public Library, Inc., a Kansas nonprofit corporation with its principal place of business located at 1515 SW Tenth Avenue, Topeka, Kansas, hereinafter the "Friends" and made this 18th day of November 2021.

WHEREAS, the Friends requires additional support services from Library, and the Library is willing and able to provide such additional support services to the Friends,

NOW THEREFORE, in consideration of the mutual promises and considerations recited below, the parties agree as follows:

1. The Library shall:
 - a. Provide to the Friends beginning January 1, 2022, through December 31, 2022, the services of an executive,
 - b. Retain the executive as an employee of the Library, and for no purpose shall the executive be considered an employee of the Friends, and
 - c. Pay the executive's salary and fringe benefits as agreed between the Library and the executive, including making all appropriate employee payroll deductions as required by federal and state law or as authorized by the executive.
2. The Friends shall:
 - a. As consideration for the services of the executive, pay to the Library fifty percent (50%) of the total amount of the executive's salary and fringe benefits as billed by the Library beginning on January 1, 2022, and each month thereafter until December 31, 2022, and
 - b. Consent to the executive being subject to all the Library's rules and regulations, including the terms of the Library Employee Handbook.
3. This Agreement shall be governed by and construed pursuant to the laws of the state of Kansas.
4. Either party may terminate this Agreement with or without cause by giving the other thirty (30) days' written notice, via first class mail or hand-delivery to the person at the address identified in paragraph 5.
5. All notices and payments required under the terms of this Agreement shall be mailed or delivered to the following persons at the respective addresses:

Library: Marie Pyko
Chief Executive Officer
1515 SW Tenth Avenue
Topeka, Kansas 66604, or

Friends: Christy Molzen, President
The Friends of the Topeka and
Shawnee County Public Library
1515 SW Tenth Avenue
Topeka, Kansas 66604.

6. This Agreement constitutes the entire agreement between the parties. This Agreement may not be amended or enlarged without the written consent of both of the parties.

WHEREFORE, we place our hands the date first above written.

Topeka & Shawnee County Public Library

Jim Edwards, Chair

**The Friends of the Topeka and Shawnee
County Public Library, Inc.**

Christy Molzen, President



**Resolution – Loaned Employee Agreement, The Library Foundation
for FY 2022**

**BOARD OF TRUSTEES
November 18, 2021**

**Be it resolved that the Board of Trustees, Topeka and Shawnee County
Public Library, approves the Foundation Loaned Employee Agreement for
FY 2022 as presented.**

Resolution by _____

Seconded by _____

Resolution passed/failed by a vote of _____

Date _____

2022 LOANED EMPLOYEE AGREEMENT

This Agreement is between the Topeka and Shawnee County Public Library, a Kansas municipal corporation with its principal place of business located at 1515 SW Tenth Avenue, Topeka, Kansas, (hereinafter the “Library”) and The Library Foundation, a Kansas nonprofit corporation with its principal place of business located at 1020 SW Washburn Avenue, Topeka, Kansas, (hereinafter the “Foundation”) and made this 18th day of November 2021.

WHEREAS, the Foundation requires additional support services from the Library, and the Library is willing and able to provide such additional support services to the Foundation,

NOW THEREFORE, in consideration of the mutual promises and considerations recited below, the parties agree as follows:

1. The Library shall:
 - a. Provide to the Foundation beginning January 1, 2022 and ending on December 31, 2022 the services of the following support staff:
 - Development professional,
 - executive director,
 - b. Retain the support staff as employees of the Library, and for no purpose shall the support staff be considered employees of the Foundation, and
 - c. Pay the support staff salaries and fringe benefits as agreed between the Library and the individual support staff, including making all appropriate employee payroll deductions as required by federal and state law or as authorized by the support staff individually.
2. The Foundation shall:
 - a. As consideration for the services of the support staff, pay to the Library the total amount of salary and fringe benefits of the development professional, and one-half of the amount of the salary and fringe benefits of the executive director, as billed by the Library, and
 - b. Consent to the support staff being subject to all the Library’s rules and regulations, including the terms of the Library Employee Handbook.
3. This Agreement shall be governed by and construed pursuant to the laws of the state of Kansas.
4. Either party may terminate this Agreement with or without cause by giving the other thirty (30) days’ written notice, via first class mail or hand-delivery to the person at the address identified in paragraph 5.

5. All notices and payments required under the terms of this Agreement shall be mailed or delivered to the following persons at the respective addresses:

Library: Marie Pyko, Chief Executive Officer
1515 SW Tenth Avenue
Topeka, Kansas 66604,

Foundation: Erin Aldridge, Executive Director
1020 SW Washburn Avenue
Topeka, Kansas 66604.

6. This Agreement constitutes the entire agreement between the parties. This Agreement may not be amended or enlarged without the written consent of both of the parties.

WHEREFORE, we place our hands the date first above written.

**Topeka & Shawnee County Public
Library**

Jim Edwards, Chair

The Library Foundation

Judy Moler, Chair



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

**BOARD OF TRUSTEES
TOPEKA & SHAWNEE COUNTY PUBLIC LIBRARY
November 18, 2021**

Be it 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.

Background information:

In 2012 the Topeka and Shawnee County Public Library and the Shawnee County Parks and Recreation Department signed a Memorandum of Understanding (MOU) establishing a partnership and agreement for an exchange of services and staff support with Shawnee County. This successful collaboration between the Library and the County allowed the County to continue providing public computers in the community centers that they were not staffed or equipped to maintain. The MOU provided the Library with the opportunity to extend its reach to some of the most underserved community members without investing in facilities. Shawnee County pays for one half of a computer technician to maintain the hardware and software.

This MOU renews the agreement for an additional two years and updates the salary schedule for 2022-2023.

Resolution by _____

Seconded by _____

Resolution passed/failed by a vote of _____

Date _____

TOPEKA AND SHAWNEE COUNTY PUBLIC LIBRARY
MEMO OF UNDERSTANDING

THIS Memorandum of Understanding hereinafter referred to as the “Agreement,” is made on this ____ day of _____, 2021, by and between the Topeka and Shawnee County Public Library, a Kansas municipal corporation hereinafter referred to as the “Library;” and The Board of County Commissioners of the County of Shawnee, Kansas, a Kansas municipal corporation, hereinafter referred to as the “County”, together known as the “Parties”.

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

WHEREAS, the Library, by and through its board of trustees, desires to further its public and governmental services by providing to the general public access to computers and assorted equipment to be located in community center buildings owned by the County and operated by Shawnee County Parks + Recreation, hereinafter referred to as the “Department” upon the terms and conditions hereinafter set forth; and

WHEREAS, the County agrees to permit the Library to provide to the general public access to computers and assorted equipment in community center buildings owned by the County and operated by the Department upon terms and conditions hereinafter set forth;

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

ARTICLE I - Term

The Term of this Agreement shall be for the period beginning on January 1, 2022, and ending on December 31, 2023, provided however, the County shall have the right to renew this Agreement for an additional two (2) years following the expiration of the Term, provided that the County has substantially complied with all of the terms and conditions of this Agreement.”

ARTICLE II - Computers and Equipment

The Library, in furtherance of its governmental purposes, shall continue to provide forty two (42) computers and seven (7) printers in the Rice, Central Park, Garfield, Crestview, Hillcrest, Oakland and Shawnee North Community Centers. The computer hardware and software shall at all times remain the property of the Library. During the term of this Agreement, the County shall not be entitled to mortgage, encumber, hypothecate or otherwise grant a security interest in the computer hardware and software. All of the computer hardware and software installed in the community centers including software upgrades and replacement equipment under this Agreement shall remain property of the Library.

The Library reserves the right to purchase and install additional replacement computer hardware and software necessary to achieve the spirit of this Agreement and make them available to the County. All of the subsequent purchases of computer hardware and software by the Library shall be made upon purchase orders of the Library and shall be paid by the Library. The County shall take custody and possession and shall be responsible for all loss or damage to the computer hardware and software to the same extent as if the County 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 computer hardware and software subject to this Agreement shall have reached any warranty or made any misrepresentation in connection with the purchase thereof, the Library will prosecute all claims against said vendor.

ARTICLE III - Services

The Library and the County agree that certain services and facilities are essential to the effective use and operation of the computer hardware and software in the community centers.

The Library agrees to provide, or cause to be provided, the essential services as provided below:

- a. Regular and routine maintenance of computer hardware and software including technical support through Library staff.
- b. Supply and replace toner cartridges in each of the printers.
- c. Conduct basic troubleshooting and resolution of operating issues for Department staff made during normal Library business hours.
- d. Conduct public computer training programs at Premises with content based on needs and demands of users of each location as determined by both Parties.
- e. Present programs including but not limited to book discussion groups, trivia night, youth programs, etc. at the appropriate Premises based on needs and demands of users of each location as determined by both Parties.
- f. Provide Library promotional materials readily available to the public at the Premises.
- g. Link on Library website to Department website.
- h. Filters on all computers to meet the Library's obligations pursuant to the Child Internet Protection Act.
- i. Assume responsibility for the purchase and installation of replacement hardware and software at the Premises and at a cost anticipated not to exceed \$5,000.00 annually during the term of this Agreement.
- j. Perform limited technical support, without financial or other liability of any kind or nature, for existing hardware located at Garfield Community Center which were not purchased or installed pursuant to this or any previous Agreement.

The County agrees to provide, or cause to be provided, the essential services as provided below:

- a. Broadband internet access to each computer at the County's sole cost.
- b. Electrical power to all computer hardware.

- c. Appropriate space in each community center for equipment and Library signage.
- d. Security and general oversight of the equipment and public use.
- e. Basic troubleshooting and resolution of operating issues related to hardware.
- f. Paper to be used in printers.
- g. Meeting space and equipment to conduct programs and services publicly.
- h. Link on Department website to Library website.
- i. Inclusion in Department printed and social media.
- j. Policies acceptable to the Library regarding the appropriate use of computer hardware and software by the public, including but not limited to prohibiting the uploading of any software not approved in advance by the Library; prohibiting use that violates Local, State and Federal Statutes, Laws, etc., or adoption of Library's Computer Use Policy.
- k. Meet with Library officials at any and all requested meetings.

Mutually the Library and Department shall provide applicable connections on social media accounts and websites where promotion of programs and services are being made readily available to the public.

ARTICLE IV - Insurance

During the term of this Agreement, the Library shall, at its sole cost and expense, on the behalf of the Library and the County, as their respective interest may appear, keep the computer hardware and software 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 V – Operations and Management

In accordance with the terms and conditions of this Agreement, the County shall permit public access to the computer hardware and software during the Premises hours; provided however, nothing herein shall prohibit the County from creating limited access areas for health and safety, specific purposes such as events sponsored by the Library or County, or from using computer hardware or software in its fee based programming.

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

The County shall not have the right to remove from the community centers or sell or otherwise dispose of any of the computer hardware or software subject to this Agreement without the prior written permission of the Library, and even with such written permission; the disposition intended in this paragraph shall be only to permit the County to maintain an efficient operation of the community centers by the removal of such machinery and equipment.

Representatives of the Library and the County agree to meet as necessary to schedule use of the computer hardware and software as required for their respective programs. The Library and the County further agree that neither of them shall offer programs at the Premises that compete with the other's programs at those locations.

Article VI – Encumbrances Prohibited

The County shall not do or suffer anything to be done whereby the computer hardware and software 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 County 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 community centers done by, for or under the authority of the County or anyone claiming by, through or under the authority of the County, the County 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 the County or anyone claiming by, through or under the County 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 computer hardware and software.

ARTICLE VII – Utilities

All utilities, broadband internet service necessary for the operation and use of the computer hardware and software shall be paid for by the County and shall be contracted for by the County in its name and at its sole expense.

ARTICLE VIII – Indemnity

The Library and County 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 attorney fees, arising from damage or injury, actual or claimed, of whatsoever kind or character, to property or persons, occurring or allegedly occurring in the Premises, or arising as a result of any use thereof or of the computer hardware and software by the party from whom the indemnity is sought, during the term of the 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 IX – Access

The Library, for itself and its duly-authorized representatives and agents, shall have the right to enter the Premises at all reasonable times during the term of this Agreement for the purposes of installing, repairing and removing the computer hardware and software and performing its

obligations under this Agreement. The County shall permit the Library access to the Premises at reasonable times prior to and following normal operating hours.

ARTICLE X – Termination

Notwithstanding the provisions of Article I, the Parties shall have the right to terminate this Agreement effective thirty (30) days following delivery of written notice to the other alleging material breach of this Agreement, and which breach is not remedied within said thirty (30) day period.

Upon termination of this Agreement the County's rights to use and operate the computers and printers shall cease, the Library shall take possession of the computer hardware and software, and the County shall peacefully surrender possession of the same to the Library, in good condition and repair, ordinary wear and tear expected. The Library shall have the right, for a period of ten (10) business days following surrender of possession, any other machinery, equipment, furniture and trade fixtures which the Library owns and used to present programming under the conditions of this Agreement.

ARTICLE XI – Cooperation

To ensure a good working relationship between the Parties regarding the performance of this Agreement, the Library Chief Executive Officer and Chair of its Board of Trustees shall meet at least annually in November with the County's Chair of Board of Commissioners and the Director of its Department of Parks + Recreation to discuss any issues of interest relating to this Agreement. The Library Chief Executive Officer shall take responsibility to schedule the annual meeting.

ARTICLE XII – Reimbursement

The Parties acknowledge that while the actual costs may vary, the Library shall in all instances purchase the hardware and software and compensate its employee(s) providing technical support.

On the date of execution of this agreement, the County agrees to reimburse the Library on a monthly basis, within thirty (30) days after submitting an invoice to the Department, in an amount equal to one-half of the annual salary and benefits earned by a Library computer technician, which is stated in Exhibit A. The County further acknowledges that the Library employee(s) providing technical support shall at all times be Library employees and report only to their respective Library supervisors regarding means and methods of providing support under this Agreement.

ARTICLE XIII – 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, Chief Operating Officer, or Chief Financial Officer; or if a copy be mailed

first class, postage prepaid to the Chief Executive Officer, 1515 SW 10th St., Topeka, Kansas 66604, or at such other address as the Library from time to time may designate in writing to the County; and (b) if to the County, if hand-delivered to the Chair of the Board of Commissioners or Department Director.

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.

Force Majeure. County reserves the right to postpone any event/activities as needed due to the Covid-19 pandemic restrictions without penalty or loss of any deposits or funds paid by either party. County shall notify Library of any such decisions and offer rescheduling options as soon as possible should such efforts be warranted. Furthermore, Library shall have an updated emergency operations plan and address prevention strategies meeting CDC mass gathering requirements and share such plans with the Department in order to proceed with the contractual obligations.

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 the Chief Executive Officer, unless this Agreement otherwise requires the consent of the Library Board of Trustees.

Whenever in this Agreement it is provided that the County shall, may, or must give its approval or consent, or execute supplemental agreements, the County shall not unreasonably, arbitrarily or unnecessarily withhold, delay or refuse to give such approvals or consents or refuse to execute such supplemental agreements. County consent shall be obtained from the Department Director, unless this Agreement otherwise requires the consent of the County Board of Commissioners.

Amendments. This Agreement shall only be amended, changed or modified in writing, executed by the Parties.

Governing Law. This Agreement shall be construed and enforced in accordance with the laws 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 headings shall not be treated as part of this Agreement or as affecting the true meaning of the provisions hereof.

Complete Agreement. This Agreement and the exhibit 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 County 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**

**BOARD OF COUNTY COMMISSIONERS
SHAWNEE COUNTY, KANSAS**

Jim Edwards, Chair

Kevin J. Cook, Chair

**SHAWNEE COUNTY
PARKS + RECREATION**

ATTEST:

Tim L. Laurent, Director

Cynthia A. Beck, Shawnee County Clerk

**Topeka and Shawnee County Public Library
Community Center Technical Services Agreement with Shawnee County Parks & Recreation
Estimated Monthly Salary and Fringe Benefit Expenditures at 50% Share
Renewal - January 2022 - December 2023**

	All 2022	All 2023
Hourly Rate	\$ 22.94	\$ 23.63
Potential Performance Pay Raise	3.00%	3.00%
Revised Hourly Rate Eff. 10/28	\$ 23.63	\$ 24.34
Annual Gross Salary	\$ 47,881	\$ 49,321
Social Security/Medicare	\$ 3,663	\$ 3,773
Retirement - KPERS	\$ 4,740	\$ 4,932
Medical Insurance*	\$ 26,129	\$ 27,299
Employee Assistance Program	\$ 37	\$ 38
Unemployment Insurance	\$ 48	\$ 49
Workers Comp Insurance	\$ 62	\$ 64
Subtotal Benefits	\$ 34,617	\$ 36,091
Total Estimated Salary & Benefits	\$ 82,498	\$ 85,412
Total Billing Amount @ 50%	\$ 41,249	\$ 42,706
Maximum Amount per Pay Period	\$ 1,587	\$ 1,643
Maximum Monthly Billing - 2 Pay Date Months	\$ 3,174	\$ 3,286
Maximum Monthly Billing - 3 Pay Date Months	\$ 4,761	\$ 4,929
Percentage Increase	6.44%	3.53%

* Currently assigned employee is enrolled in the high-deductible health plan with health savings accounts for which the Library contributes.

ATTACHMENT TO
SHAWNEE COUNTY CONTRACT C _____

CONTRACTUAL PROVISIONS ATTACHMENT

The undersigned parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being dated the _____ day of _____, 20____.

1. **TERMS HEREIN CONTROLLING PROVISIONS.** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
2. **AGREEMENT WITH KANSAS LAW.** It is agreed by and between the undersigned that all disputes and matters whatsoever arising under, in connection with or incident to this contract shall be litigated, if at all, in and before a Court located in the State of Kansas, U.S.A., to the exclusion of the Courts of any other states or country. All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
3. **TERMINATION DUE TO LACK OF FUNDING APPROPRIATION.** Shawnee County is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 *et seq.* If, in the judgment of the Financial Administrator, Audit-Finance Office, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, County may terminate this agreement at the end of its current fiscal year. County agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year. In the event this agreement is terminated pursuant to this paragraph, County will pay to the contractor all regular contractual payments incurred through the end of such fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the County or the contractor.
4. **DISCLAIMER OF LIABILITY.** Neither the County of Shawnee nor any department thereof shall hold harmless or indemnify any contractor for any liability whatsoever.
5. **ANTI-DISCRIMINATION CLAUSE.** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act, (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 *et seq.*) [ADA] and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission of access to or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out in K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract; (f) if the contracting agency determines that the contractor has violated applicable provisions of ADA, that violation shall constitute a breach of contract; (g) if (e) or (f) occurs, the contract may be cancelled, terminated or suspended in whole or in part by the County. Parties to this contract understand that subsections (b) through (e) of this paragraph number 5 are not applicable to a contractor who employs fewer than four employees or whose contract with the County totals \$5,000 or less during this fiscal year.

6. **ACCEPTANCE OF CONTRACT.** This contract shall not be considered accepted, approved or otherwise effective until the required approvals and certifications have been given and this is signed by the Board of County Commissioners of the County of Shawnee, Kansas.
7. **ARBITRATION, DAMAGES, WARRANTIES.** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the County shall not agree to pay attorney fees and late payment charges; and no provisions will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
8. **REPRESENTATIVE'S AUTHORITY TO CONTRACT.** By signing this document, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this document on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **RESPONSIBILITY FOR TAXES.** To the extent that the County is exempt from any federal, state or local taxes, the contractor will not invoice for such expenses. Any taxes which may be imposed or levied upon the subject matter of this contract will be invoiced by the contractor and payable by the county.
10. **INSURANCE.** The County shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the County to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), the vendor or lessor shall bear the risk of any loss or damage to any personal property to which vendor or lessor holds title.
11. **AUTOMATED CLEARING HOUSE (ACH).** Shawnee County prefers to pay its vendor invoices via electronic funds transfers through the automated clearing house (ACH) network. Shawnee County may require vendors to accept payments via ACH. To initiate payment of invoices, vendors shall execute the County's standard ACH Vendor Payment Authorization Agreement. Upon verification of the data provided, the Payment Authorization Agreement will authorize the County to deposit payment for services rendered or goods provided directly into vendor accounts with financial institutions. All payments shall be made in United States currency.

VENDOR/CONTRACTOR:

By: _____

Title: _____

Date: _____

**BOARD OF COUNTY COMMISSIONERS
SHAWNEE COUNTY, KANSAS**

Kevin J. Cook, Chair

Date: _____

ATTEST:

Cynthia A. Beck, Shawnee County Clerk



Resolution - Audit Committee Appointments

**BOARD OF TRUSTEES
November 18, 2021**

Be it resolved that the Board of Trustees, Topeka and Shawnee County Public Library, approves the Audit Committee appointments as presented.

Shawn Leisinger, Chair

Members to be named at board meeting.

Resolution by _____

Seconded by _____

Resolution passed/failed by a vote of _____

Date _____



**Resolution – Neighborhood Revitalization Plan Interlocal Agreement,
2022 - 2024**

**BOARD OF TRUSTEES
November 18, 2021**

Be it resolved that the Board of Trustees, Topeka and Shawnee County Public Library, approves the Neighborhood Revitalization Interlocal Agreement, 2022-2024 as presented.

Background Information

At the July 15, 2021 Board of Trustees meeting Mr. Bill Fiander, Planning Director for the City of Topeka, presented the current draft of the city's neighborhood revitalization plan. The City of Topeka is now officially requesting all taxing authorities, including the Library's, approval to continue this interlocal agreement through 2024.

See attached documents:

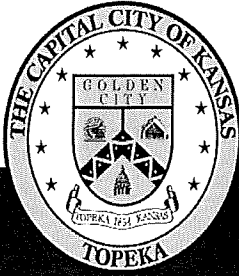
1. Letter to TSCPL Chief Executive Director, October 19, 2021 from Brenda Younger, M.M.C., City Clerk, City of Topeka
2. City of Topeka Ordinance No. 20323
3. Neighborhood Revitalization Plan, attachment "A"
4. City of Topeka Contract No. 49856, Interlocal Agreement, October 12, 2021, attachment "B"

Resolution by _____

Seconded by _____

Resolution passed/failed by a vote of _____

Date _____



CITY OF TOPEKA

City Clerk
City Hall, 215 SE 7th Street, Room 166
Topeka, KS 66603
www.topeka.org

Brenda Younger, M.M.C.
785-368-3940

October 19, 2021

Gina Millsap, Executive Director
Topeka and Shawnee County Public Library
515 W. 10th Street
Topeka, KS 66604

SIGNATURE REQUEST: Neighborhood Revitalization Plan/Interlocal Agreement

Ms. Millsap,

On October 12, 2021, the Governing Body of the City of Topeka adopted Ordinance No. 20323 renewing the City's Neighborhood Revitalization Plan (**Attachment A**) for an additional three years beginning January 1, 2022, and ending December 31, 2024; and approving City of Topeka Contract No. 49856 (**Attachment B**) an Interlocal Cooperation Agreement.

This letter will serve as a request for the following:

- (1) Adoption of (Attachment B) City of Topeka Contract No. 49856 an interlocal cooperation agreement for the Neighborhood Revitalization Plan 2022-2024 by your public agency;
- (2) Execute the enclosed signature page of City of Topeka Contract No. 49856 where indicated for your public agency; and
- (3) Scan and email the signature page to cclerk@topeka.org by December 1, 2021.

The City Attorney will forward the executed agreement to the Attorney General's office for approval, and file the executed agreement with the Secretary of State and the Shawnee County Register of Deeds, as required by state law. A fully executed copy of the agreement will be provided to each public agency.

Please contact Deputy City Attorney Mary Feighny if you have any questions at mfeighny@topeka.org or call her directly at 785-368-3883.

Thank you,
Brenda Younger, M.M.C.
City Clerk

encl.

cc: Kris Wagers, Planning Department

1 (Published in the Topeka Metro News October 18, 2021)

2
3 **ORDINANCE NO. 20323**

4
5 AN ORDINANCE introduced by City Manager Brent Trout establishing a
6 Neighborhood revitalization area, adopting a neighborhood
7 revitalization plan, and authorizing the city manager to execute an
8 interlocal cooperation agreement with other municipalities pursuant
9 to the Neighborhood Revitalization Act, K.S.A. 12-17,114 *et seq.*

10
11 WHEREAS, pursuant to K.S.A. 12-17,114 *et seq.*, as amended (“the Act”), the
12 governing body of any municipality may designate areas as a neighborhood
13 revitalization area if the rehabilitation, conservation or redevelopment of the area is
14 necessary to protect the public health, safety or welfare of the residents; and

15 WHEREAS, the governing body may declare a building outside of a
16 neighborhood revitalization area to be a dilapidated structure if the structure meets the
17 requirements in K.S.A. 12-17,115(a); and

18 WHEREAS, the City of Topeka (“City”) desires to establish a neighborhood
19 revitalization area (“Area”) and adopt a neighborhood revitalization plan (“Plan”) which
20 includes designating the Menninger Clock Tower as a dilapidated structure in
21 accordance with the Act; and

22 WHEREAS, the City, pursuant to Resolution No. 9264, adopted September 21,
23 2021, gave notice that it is considering adopting a Plan and the Governing Body has
24 conducted a public hearing, as required by K.S.A. 12-17,117 (c); and

25 WHEREAS, the Governing Body finds that one or more of the conditions
26 identified in K.S.A. 12-17,115(c) exists within the Area; and

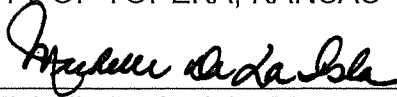
50 Section 5. Interlocal Cooperation Agreement. The Governing Body approves
51 and authorizes the city manager to execute the interlocal cooperation agreement,
52 attached hereto as Attachment B, and incorporated by reference.

53 Section 6. Notification. The City Clerk is directed to mail a copy of this
54 ordinance and its attachments to the following: (1) the superintendents for Unified
55 School Districts Nos. 345 (Seaman), 437 (Auburn-Washburn) 450 (Shawnee Heights),
56 and 501 (Topeka); (2) the Shawnee County Clerk; (3) the general manager for the
57 Topeka Metro Transit Authority; (4) the president of the Metropolitan Topeka Airport
58 Authority; (5) the chief executive officer of the Topeka & Shawnee County Library; and
59 (5) the president of Washburn University.

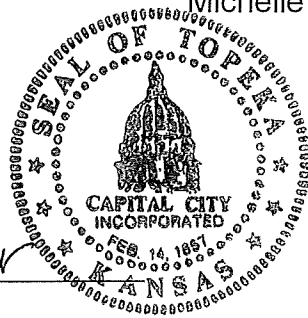
60 Section 7. Effective date. This Ordinance shall take effect and be in force
61 after its passage, approval and publication in the official City newspaper.

62 Passed and approved by the Governing Body on October 12, 2021.

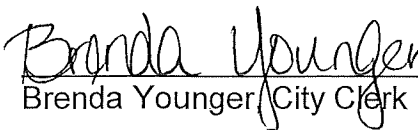
63 CITY OF TOPEKA, KANSAS

64 

65 _____
66 Michelle De La Isla, Mayor



67
68
69
70 ATTEST:

71 
72 _____
73 Brenda Younger, City Clerk

74
75
76
77 ATTACHMENT A (Neighborhood Revitalization Plan – 2022-2024)

78
79 ATTACHMENT B (Interlocal Cooperation Agreement)



2022-2024

City of Topeka, Kansas

Effective January 1, 2022

ADOPTED BY THE CITY OF TOPEKA GIVERNING BODY:

OCTOBER 12, 2021

Introduction

This Plan is intended to promote the revitalization of the inner urban area hereinafter described as the Neighborhood Revitalization Area (NRA) of the City of Topeka through the rehabilitation, conservation and redevelopment of the area in order to protect the public health, safety welfare of the residents of the City. More specifically, in accordance with KSA 12-17, 118 (d), a tax rebate incentive will be available to property owners for certain improvements that raise the appraised value of residential property 10% and commercial property 20%.

In accordance with KSA 12-17, 114 et. seq., the Governing Body has held a public hearing and considered the existing conditions and alternatives with respect to the described area, the criteria and standards for a tax rebate and the necessity for interlocal cooperation among the other taxing units (City of Topeka, Shawnee County, USD 501 (Topeka), USD 345 (Seaman), USD 450 (Shawnee Heights), USD 437 (Auburn-Washburn Rural), Washburn University, Topeka-Shawnee County Public Library, Topeka Metropolitan Transit Authority (TMTA), Metropolitan Topeka Airport Authority (MTAA). Accordingly, the Governing Body has reviewed, evaluated, and found that the described area meets one or more of the conditions contained in KSA 12-17, 115 (c).

1. An area in which there is a predominance of buildings or improvements which by reason of dilapidation, deterioration, obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, the existence of conditions which endanger life or property by fire and other causes or a combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency or crime and which is detrimental to the public health, safety or welfare;
2. An area which by reason of the presence of a substantial number of deteriorated or deteriorating structures, defective or inadequate streets, incompatible land use relationships, faulty lot layout in relation to size, adequacy, accessibility or usefulness, unsanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the actual value of the land, defective or unusual conditions of title, or the existence of conditions which endanger life or property by fire and other causes, or a combination of such factors, substantially impairs or arrests the sound growth of a municipality, retards the provision of housing accommodations or constitutes an economic or social liability and is detrimental to the public health, safety or welfare in its present condition and use; or

area is necessary to protect the welfare of the municipalities' residents, and that the area should not include the entire municipality.

As a matter of policy, the City of Topeka's NRA is also proposed to be limited in scope to the above areas in order to promote a streamlined and administrative "but for" policy. The inherent presumption of this Plan is that necessary private investments would not occur in these areas "but for" the incentives offered under the Plan. Incentives are approved administratively by City of Topeka staff upon application by the property owner without further proof of need for the incentives. In order to enforce this assumption, the Plan puts forth thresholds for application deadlines to ensure the applicant knew about the program prior to construction and that the investment must create an impactful value increase.

Therefore, this Plan finds the proposed areas are most legally justifiable under State law and provides for a streamlined "but for" test to revitalize the City's most deteriorated sections.

Residential Property Values (April 2020, Shawnee County Appraisers Office) – Property values are in part a reflection of the quality of housing supply and the image of a neighborhood. The median value of a house purchased in Shawnee County was \$122,000 in 2018 (Topeka Association of Realtors).

Single Family Housing Tenure (April 2020 Shawnee County Appraisers Office)
The percentage of homeowners residing in a neighborhood can be an indication of the willingness (or confidence) to invest in the area. The most relevant measure of this is how many single-family dwellings are owner-occupied since these homes were primarily built for individual ownership.

Secured Houses & Unsafe Structures (2020 City of Topeka Special Structures Unit) - A secured house is one of the most evident physical displays that will undermine confidence in an area for investment and precipitates a downward spiral for the block and/or neighborhood.

Vital Sign Ranges (2021)

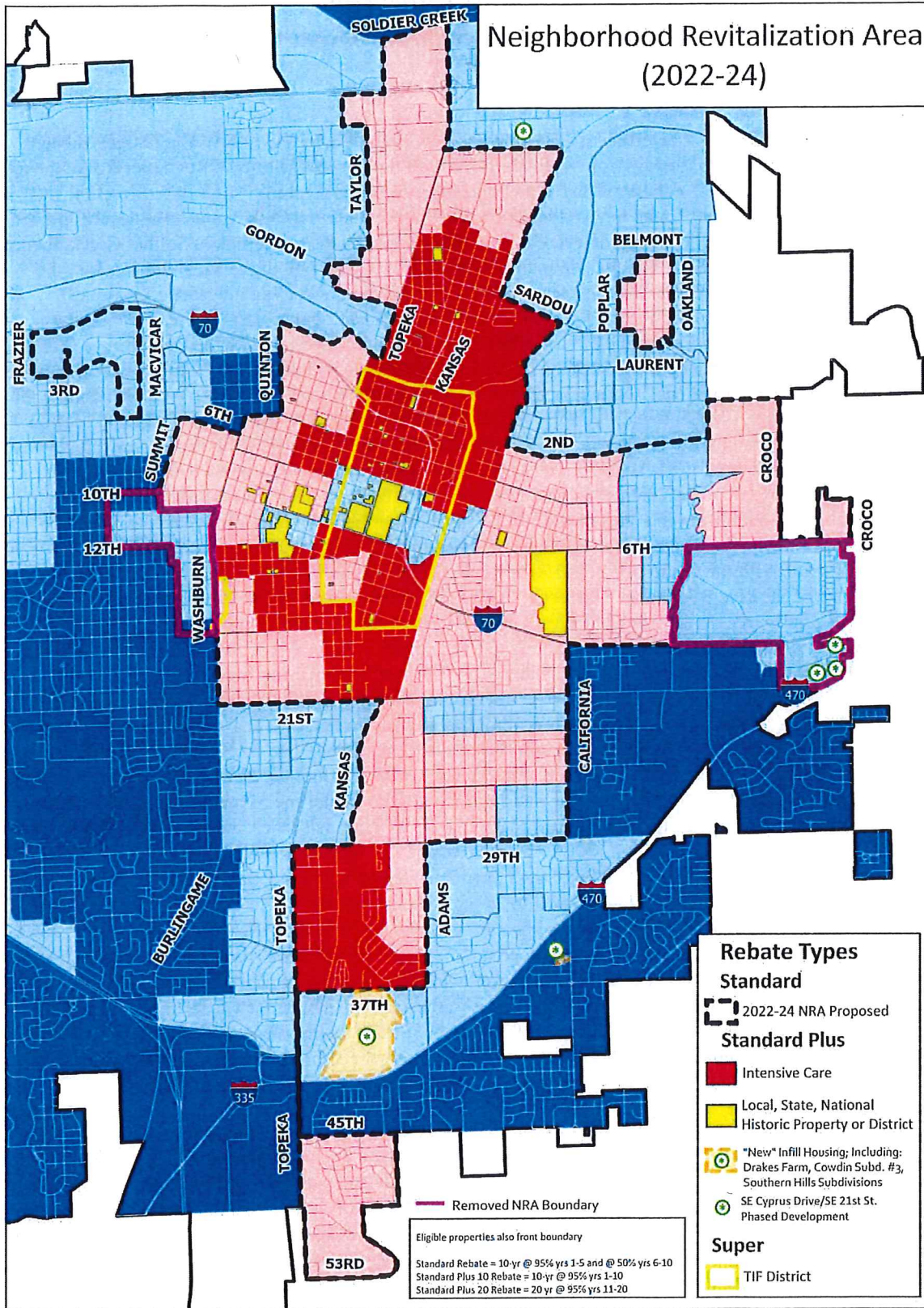
Neighborhood Health Composite (avg. score)	% of Persons Below Poverty Level (score)	Part 1 Crimes per 100 Persons (score)	Average Residential Property Values (score)	% Owner Occupied Housing Units (score)	Number of Secured and Unsafe Structures Per 100 Properties (score)
Healthy (3.3 - 4.0)	2020: 0 - 9% (4)	0 - 12 (4)	2020: \$111,872 and ↑ (4)	70 - 100% (4)	2020: 0 - .25 (4)
Out Patient (2.7 - 3.2)	2020: 10 - 18% (3)	13 - 18 (3)	2020: \$72,694 - \$111,871 (3)	50 - 69% (3)	2020: 0.26 - 0.75 (3)
At Risk (1.9 - 2.6)	2020: 19 - 30% (2)	19 - 28 (2)	2020: \$43,195 - \$72,693 (2)	34 - 49% (2)	2020: 0.76 - 1.75 (2)
Intensive Care (1.0 - 1.8)	2020: 31 - 100% (1)	29 + (1)	2020: \$43,194 and ↓ (1)	0 - 33% (1)	2020: 1.76 and ↑ (1)

Area Profile

Health rankings are determined by averaging all vital sign levels for each neighborhood area. *Intensive care* and *at risk* neighborhoods have the lowest vital sign measurements, and hence are the primary focus of the Neighborhood Revitalization (NR) Area. Below is a comparison profile of the NR Area and non-NR Area

Total Primary Neighborhood Revitalization Area 2020

Health Rating	Part 1 Crimes per 100 persons	% of Persons Below Poverty Level	% Owner Occupied Single Family Housing units	Secured & Unsafe Structures	Average Residential Property Values
Intensive Care	34	36%	40.1%	1.81	\$43,094
At Risk	16	23.5%	48.6%	1.22	\$63,667
Out Patient	15	11.3%	52.5%	0.4	\$63,765
Total Primary NR Area	20	24.2%	47.3%	1.21	\$58,813



Section 30 to an intersection with the Centerline of the Kansas River; thence southeasterly down the Kansas River to an intersection with the Centerline of SW Topeka Boulevard; thence north-northeasterly on the Centerline of Topeka Boulevard to an intersection with the Centerline of NW Laurent Street; thence west-northwesterly on the Centerline of NW Laurent Street to an intersection with the Centerline of NW Norris Street; thence west-northwesterly on the Centerline of NW Norris Street to an intersection with the Centerline of NW Lane Street; thence north-northeasterly on the Centerline of NW Lane Street to an intersection with the Centerline of NW Gordon Street; thence east-southeasterly on the Centerline of NW Gordon Street to an intersection with the Centerline of NW Buchanan Street; thence northerly on the Centerline of NW Buchanan Street to an intersection with the Centerline of NW Grant Street; thence easterly, on the Centerline of NW Grant Street to an intersection with the Centerline of NW Western Avenue; thence northerly on the Centerline of NW Western Avenue to an intersection with the Centerline of NW St. John Street; thence easterly on the Centerline of NW St. John Street to an intersection with the Centerline of NW Taylor Street; thence northerly on the Centerline of NW Taylor Street to an intersection with the Centerline of NW Lyman Road; thence westerly on the Centerline of NW Lyman Road to an intersection with the Centerline of NW Clay Street; thence northerly on the Centerline of NW Clay Street to the point of beginning.

(AND IN ADDITION)

KANZA BUSINESS AND TECHNOLOGY PARK (OVERALL PUD BOUNDARY)

A TRACT OF LAND IN THE SOUTHEAST QUARTER, THE EAST HALF OF THE SOUTHWEST QUARTER, LOT 3 OF THE NORTHWEST QUARTER, AND THE NORTHEAST QUARTER, ALL IN SECTION 26, TOWNSHIP 11 SOUTH, RANGE 15 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SHAWNEE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE ON AN ASSUMED BEARING OF NORTH 00°00'22" EAST, 30.00 FEET, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89°36'04" WEST, 23.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°36'04" WEST, 2611.74 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHEAST QUARTER, 30.00 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 00°06'23" WEST, 1118.90 FEET ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 86°16'38" EAST, 130.48 FEET; THENCE NORTH 42°55'39" EAST, 233.28 FEET; THENCE NORTH 01°25'17" WEST, 497.95 FEET; THENCE SOUTH 88°46'41" WEST, 278.01 FEET TO THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 00°06'23" EAST, 120.24 FEET ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER TO THE NORTH LINE OF ARLINGTON HEIGHTS SUBDIVISION; THENCE SOUTH 89°54'32" WEST, 1309.28 FEET ALONG THE NORTH LINE OF SAID SUBDIVISION TO THE WEST LINE OF THE EAST HALF OF SAID SOUTHWEST QUARTER; THENCE NORTH 00°11'27" EAST, 953.94 FEET ALONG THE WEST LINE OF THE EAST HALF OF SAID SOUTHWEST QUARTER; THENCE NORTH 00°18'11" EAST, 663.92 FEET ALONG THE WEST LINE OF SAID LOT 3 TO THE SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 70; THENCE NORTH 88°53'30" EAST, 883.63 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE ON A CURVE TO THE LEFT, ALONG SAID RIGHT-OF-WAY LINE, A RADIUS OF 1579.22 FEET, AN ARC DISTANCE OF 683.95 FEET, WITH A CHORD WHICH BEARS NORTH 76°29'04" EAST, 678.62 FEET; THENCE NORTH 64°04'38" EAST, 1046.28 FEET, ALONG SAID RIGHT-OF-WAY LINE; THENCE SOUTH 00°08'08" WEST, 213.32 FEET; THENCE SOUTH 78°48'28" EAST, 1483.53 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE SOUTH 00°08'53" EAST, 87.25 FEET ALONG THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 16°33'51" WEST, 156.49 FEET; THENCE SOUTH 00°08'53" EAST, 539.57 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHEAST QUARTER, 45.00 FEET WEST OF THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 00°00'22" WEST, 35.43 FEET; THENCE SOUTH 89°59'38" EAST, 21.50 FEET; THENCE SOUTH 00°00'22" WEST, 2570.01 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED TRACT CONTAINS 258.943 ACRES, MORE OR LESS.

A TRACT OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 11 SOUTH, RANGE 15 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SHAWNEE COUNTY KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 26; THENCE ALONG THE SOUTH LINE OF SAID QUARTER ON

follows: Beginning at a point on the West line, 30.00-foot North of the Southwest Corner of said Quarter Section (said point being on the North right-of-way line of West Sixth Street); thence North 00 degrees, 06 minutes, 40 seconds West, along said West Line, 1,118.79-feet; thence South 86 degrees, 14 minutes, 23 seconds East, 130.46-foot; thence North 42 degrees, 56 minutes, 08 seconds East, 233.28-foot; thence North 01 degrees, 24 minutes, 28 seconds West, 497.95-foot; thence North 88 degrees, 48 minutes, 04 seconds East, 120.98-foot; thence on a 302.50-foot radius curve to the left, with a 170.62-foot chord bearing North 72 degrees, 25 minutes, 13 seconds East, an arc distance of 172.97-foot; thence North 56 degrees, 02 minutes, 21 seconds East, 399.91-foot; thence South 20 degrees, 26 minutes, 15 seconds East 750.52-foot; thence South 00 degrees, 24 minutes, 53 seconds East, 1, 344.97-foot to the North right-of-way line of West Sixth Street; thence South 89 degrees, 36 minutes, 04 seconds West, along said North right-of-way line, 1,162.82-foot to the Point of Beginning. The above contains 44.001-acres, more or less, all in the City of Topeka, Shawnee County, Kansas.

(AND IN ADDITION)

Cowdin Subdivision No. 3, according to the recorded plat thereof.

(AND IN ADDITION)

OAKLAND AREA

Begin at the intersection of the centerline of NE Poplar Street with the centerline of NE Laurent Street in the City of Topeka, Shawnee County, Kansas; thence northerly along the centerline of NE Poplar Street to the centerline of NE Grant Street; thence easterly along the centerline of NE Grant Street to the centerline of NE Chester Avenue; thence northerly along the centerline of NE Chester Avenue to the centerline of NE Belmont Avenue; thence easterly on the centerline of NE Belmont Avenue to the centerline of NE Oakland Avenue; thence southerly along the centerline of NE Oakland Avenue to the Northeasterly line of the Doran Avenue lots, in Garden Park Addition; thence northwesterly along the North line of the Doran Avenue lots to a point on the East line of Lot 10 on Doran Avenue, as described in Book 4208, page 873; thence southwesterly along the West line of the parcel described in Book 4208, page 873 and its extension to the centerline of NE Laurent Street; thence westerly along the centerline of NE Laurent Street to the Point of Beginning.

(AND IN ADDITION)

A tract of land in Section 30, Township 12 South, Range 16 East of the Sixth Principal Meridian, in the City of Topeka, Shawnee County, Kansas, described as follows: Begin at the Southwest corner of Section 30; thence northerly along the West line of Section 30 to the North line of said Section 30; thence easterly along the North line of Section 30 to the extended East line of South Village Subdivision; thence southerly along the East line of South Village Subdivision to the South line of South Village Subdivision; thence westerly along the South line of South Village Subdivision to the East line of Terra Heights Subdivision; thence southerly along the East line of Terra Heights Subdivision to the Southwesterly right of way line of the Missouri Pacific Railroad, as recorded in Book 4251, page 621; thence South 54 degrees 38 minutes 32 seconds East, 1304.94 feet along said right of way line; thence southeasterly and southwesterly along said right of way line, 1020.98 feet along the arc of a curve to the right, having a radius of 419.28 feet with a chord which bears South 21 degrees 57 minutes 15 seconds West, 786.78 feet; thence South 89 degrees 35 minutes 28 seconds West, 132.83 feet along said right of way line; thence westerly along said right of way line, 249.10 feet along the arc of a curve to the left, having a radius of 613.69 feet with a chord which bears South 77 degrees 55 minutes 31 seconds West, 247.40 feet to the North right of way line of SE 53rd Street; thence South 89 degrees 35 minutes 28 seconds West, 368.63 feet along the North right of way of SE 53rd Street; thence southerly to the South line of Section 30; thence westerly along the South line of Section 30 to the Point of Beginning.

(AND IN ADDITION)

Southern Hills Subdivision "A", Southern Hills Subdivision "B", and Southern Hills Subdivision "C" according to the recorded plats thereof. Contains approximately 110.8 acres.

(AND IN ADDITION)

Drakes Farm Subdivision, according to the recorded plat thereof.

PART 2

APPRAISED VALUATION OF REAL PROPERTY

The appraised valuation of the Menninger Clock Tower and the real estate contained in the Neighborhood Revitalization Area as of June 14, 2020 for each parcel by land and building values is on file in the office of the Shawnee County Appraiser. The 2020 appraised valuation for the 14,108 parcels contained in the area is:

Land	\$262,450,850
Improvements	\$1,624,280,390
<hr/>	
Total Appraised Valuation	\$1,886,731,240

PART 3

LISTING OF OWNERS OF RECORD IN AREA

Each owner of record of the Menninger Clock Tower and each parcel of land is listed together with the corresponding address on file in the office of the Shawnee County Appraiser (<http://www.snco.us/ap/>).

PART 4

**EXISTING ZONING BOUNDARIES
&
EXISTING/PROPOSED LAND USES**

Descriptions of zoning districts, current boundaries, existing land uses, and future land use maps within the Neighborhood Revitalization Area are all found on file in the Topeka Planning Department or at www.topeka.org/planning

PART 6
STATEMENT SPECIFYING THE ELIGIBILITY REQUIREMENTS
FOR A TAX REBATE

Residential New Construction/Rehabilitation

All properties with residential improvements legally permitted by applicable zoning regulations and building codes within, or that fronts a public street boundary of the designated Neighborhood Revitalization Area are eligible for the specified tax rebate provided the new appraised valuation is increased by a minimum of 10%.

Commercial New Construction/Rehabilitation

All properties with commercial, office and institutional, and industrial improvements legally permitted by applicable zoning regulations and building codes within, or that fronts a public street boundary of the designated Neighborhood Revitalization Area are eligible for the specified tax rebate provided the new appraised valuation is increased by a minimum of 20%.

to Article 11, Section 13 of the Kansas Constitution and TMC Chapter 3.55, may receive one exemption/rebate per project from the City as a tax incentive.

- (g) Any property that fronts a public street boundary of the Neighborhood Revitalization Area shall be eligible for the rebate, except those properties that front a public highway.

PART 9
APPLICATION PROCEDURE

- (a) The owner/applicant shall obtain an Application for Tax Rebate from Topeka Planning Department, or concurrent with obtaining a building permit application.
- (b) The applicant shall complete and sign the application and file the original with Planning, prior to or within sixty (60) days of issuance of the building permit or as permitted under Part 7(b).
- (c) Planning shall forward the application to the Shawnee County Appraiser's Office for determination of the appraised valuation of the improvements and when necessary for designated historic properties, shall indicate the base tax year in order to determine the property's pre-demolition value for historic resources or landmarks that were demolished to make way for the improvements.
- (d) On or about January 1, the County Appraiser shall conduct an on-site inspection of the construction project, determine the new valuation of the real-estate, complete his portion of the application, and report the new valuation to the Shawnee County Clerk by June 1 of that same year. The tax records on the project shall be revised by the County Clerk's Office.
- (e) Upon determination by the Appraiser's office that the improvements meet the percentage test for rebate and the Clerk's office has determined the status of the taxes on the property, Planning shall certify to the County Clerk the project and application does or does not meet the requirements for a tax rebate and shall notify the applicant.
- (f) Upon the payment of the real estate tax for the subject property for the initial and each succeeding tax year period extending through the specified rebate period, and within a thirty (30) day period following the date of tax distribution by Shawnee County to the other taxing units, a tax rebate in the amount of the tax increment (less any fees as specified in the Interlocal Agreement) shall be made to the applicant.

The tax rebate amount will be based on the appraised property value increment between the application year and the completion year directly attributable to the improvement itself. The actual rebate may vary year to year depending upon the approved mill levy for all participating taxing jurisdictions. The tax rebate shall be made by Audit and Finance, Shawnee County through the Neighborhood Revitalization Fund established in conjunction with the City of Topeka and the other taxing units participating in an Interlocal Agreement.

PART 11

STATEMENT SPECIFYING REBATE FORMULA

Program Period:

The Neighborhood Revitalization Fund and tax rebate incentive program shall expire on December 31, 2024.

Rebate Period:

All Eligible Uses – Administrative Approval	10 years
All Eligible Uses – Governing Body Approval	11-20 years

Rebate Amount*:

Standard Rebate:	
- All Eligible Uses Not Specified In Areas Below	95% (years 1-5) 50% (years 6-10)

Standard Plus 10 Rebate:	
- “Intensive Care” areas (2020 Neighborhood Health Map)	95%
- National/State Register/Properties and Districts and Local Historic Properties/Districts	95%
- “New” Infill Housing (Single and Multi-Family); including: Single-family in Cowdin Subd. #3, Southern Hills Subd. A, B, and C, and Drakes Farm Subdivisions	95%

Standard Plus 20 Rebate:	
- TIF District	
- Minimum \$10,000,000 investment	
- Primary use is residential	
- “But-For” Test/Study	
- Governing Body Approval	95%

*5 % to remain in Neighborhood Revitalization Fund for administrative costs.

- The primary use is residential
- The project has a minimum investment of \$10,000,000
- The project submits a but-for analysis that demonstrates the need for the longer rebate period.

Should the governing body determine that the project meets the criteria, the property will be removed from the TIF in accordance with Ordinance No. 20228. Prior to acceptance of a tax rebate application, projects must submit a “but-for” test/study to be approved by the City Manager that demonstrates the need for a rebate.

3. The remaining funds in the Special Fund identified in the Neighborhood Revitalization Plan adopted in Ordinance No. 18222 shall be transferred to the City of Topeka’s Housing Trust Fund as a match to support affordable housing development.

CITY OF TOPEKA CONTRACT NO. 49856

INTERLOCAL AGREEMENT/NEIGHBORHOOD REVITALIZATION
2022-2024

This Interlocal Cooperation Agreement (hereinafter referred to as "Agreement") entered into this 12th day of October 2021, by and among the City of Topeka, a duly organized municipal corporation hereinafter referred to as "City" and Unified School Districts Nos. 345 (Seaman), 437 (Auburn-Washburn) 450 (Shawnee Heights), and 501 (Topeka); the Board of County Commissioners of Shawnee County; Topeka Metro Transit Authority; Metropolitan Topeka Airport Authority; Topeka & Shawnee County Library and Washburn University.

WHEREAS, K.S.A. 12-17,119 and K.S.A. 12-2904 authorize public agencies to enter into interlocal agreements to jointly perform certain functions including neighborhood revitalization; and

WHEREAS, all parties are, pursuant to K.S.A. 12-2903, public agencies, capable of entering into interlocal agreements; and

WHEREAS, K.S.A. 12-17,114 *et seq.* and any amendments thereto (the "Act"), provides a program for neighborhood revitalization and further allows for the use of interlocal agreements between public agencies to further neighborhood revitalization; and

WHEREAS, it is the desire and intent of the parties hereto to provide the maximum economic development incentive as provided for in the Act, by acting jointly.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN THE PARTIES AGREE AS FOLLOWS:

1. Purpose. The purpose of this Agreement is to provide a program for neighborhood revitalization and allow the public agencies within the designated

neighborhood revitalization area to work together to maximize the economic development incentives allowed through the Act. The parties have reviewed the City's neighborhood revitalization plan ("Plan"), and by adoption of this Agreement, agree to work cooperatively to implement the Plan.

2 Administrator. As the parties are not utilizing a separate legal entity to administer the Agreement, the City shall administer the Plan.

3 Financing. The parties will finance the development in the revitalization area and the dilapidated structure identified in the Plan (Menninger Clock Tower) through a property tax rebate which shall be administered according to the Plan. Pursuant to K.S.A. 12-17,118, City will create a neighborhood revitalization fund and Shawnee County will administer distribution of the rebates. Five percent (5%) of the increment in ad valorem property taxes, as defined by the Act, shall be used to pay for administrative costs of the City and Shawnee County in budgeting, implementing and administering the Plan. The five percent (5%) administration fee shall be apportioned sixty-seven percent (67%) to Shawnee County and thirty-three percent (33%) to the City.

4 Duration. Pending approval of the Attorney General and filing with the Shawnee County Register of Deeds and the Secretary of State, this Agreement shall be effective on the date indicated on Page 1 which shall be the same date that the Agreement was executed by the City Manager, notwithstanding that the other parties may have executed this Agreement at an earlier or later date. This Agreement shall expire on December 31, 2024.

5 Termination. The Plan has a duration of three (3) calendar years, commencing January 1, 2022, and ending December 31, 2024. Notwithstanding Section 4, the parties agree that termination of this Agreement by any party prior to December 31, 2024 would adversely impact the Plan, and, consequently, this Agreement may only be terminated with

ninety (90) day's written notice, and further provided such written notice must be received prior to August 1 in the calendar year prior to the tax year the party desires to terminate participation, unless such notice is waived, in writing, by all parties. Any application for a tax rebate submitted to the City prior to receipt of the notice of termination shall, if approved, be considered eligible for the duration of the rebate period set forth in the Plan.

6. Property. No real or personal property shall be acquired, held, or disposed of during the term of this Agreement.

7. Execution. For purposes of executing this Agreement, this document, if signed by electronic signature and transmitted by electronic mail, will be treated as an original document. This Agreement may be executed by each party in one or more counterparts, each of which when so executed shall be an original, and all of which together shall constitute one instrument.

8. Liberal Construction. This Agreement shall be liberally construed to achieve the economic development objectives and purposes of both this Agreement and the Plan. Should any provision of this Agreement be determined to be void, unenforceable, or illegal, such provision(s) shall be null and void, but the remaining provisions shall be unaffected thereby and shall continue to be valid and enforceable.

9. Entire Agreement. This Agreement constitutes the entire agreement between the parties and may not be modified or amended, except in writing executed by all parties in the same manner as the original.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective representatives with authority to bind their respective entity.

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**SIGNATURE PAGE
(INTERLOCAL COOPERATION AGREEMENT)
(NEIGHBORHOOD REVITALIZATION 2022-2024)**

UNIFIED SCHOOL DISTRICT 345 (Seaman)

Superintendent

Date: _____

Attest: _____

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**SIGNATURE PAGE
(INTERLOCAL COOPERATION AGREEMENT)
(NEIGHBORHOOD REVITALIZATION 2022-2024)**

UNIFIED SCHOOL DISTRICT 437 (Auburn/Washburn)

Superintendent

Date: _____

Attest: _____

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**SIGNATURE PAGE
(INTERLOCAL COOPERATION AGREEMENT)
(NEIGHBORHOOD REVITALIZATION 2022-2024)**

UNIFIED SCHOOL DISTRICT 450 (Shawnee Heights)

Superintendent

Date: _____

Attest: _____

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**SIGNATURE PAGE
(INTERLOCAL COOPERATION AGREEMENT)
(NEIGHBORHOOD REVITALIZATION 2022-2024)**

UNIFIED SCHOOL DISTRICT 501 (Topeka)

Superintendent

Date: _____

Attest: _____

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**SIGNATURE PAGE
(INTERLOCAL COOPERATION AGREEMENT)
(NEIGHBORHOOD REVITALIZATION 2022-2024)**

Board of County Commissioners of Shawnee County

Chairperson

Date: _____

Attest: _____
County Clerk

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**SIGNATURE PAGE
(INTERLOCAL COOPERATION AGREEMENT)
(NEIGHBORHOOD REVITALIZATION 2022-2024)**

Topeka Metro Transit Authority

Board Chairperson

Date: _____

Attest: _____

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**SIGNATURE PAGE
(INTERLOCAL COOPERATION AGREEMENT)
(NEIGHBORHOOD REVITALIZATION 2022-2024)**

Metropolitan Topeka Airport Authority

Chairperson

Date: _____

Attest: _____

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**SIGNATURE PAGE
(INTERLOCAL COOPERATION AGREEMENT)
(NEIGHBORHOOD REVITALIZATION 2022-2024)**

Topeka and Shawnee County Public Library

Chief Executive Officer

Date: _____

Attest: _____

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**SIGNATURE PAGE
(INTERLOCAL COOPERATION AGREEMENT)
(NEIGHBORHOOD REVITALIZATION 2022-2024)**

Washburn University

Jerry B. Farley, President

Date: _____

Attest: _____

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**SIGNATURE PAGE
(INTERLOCAL COOPERATION AGREEMENT)
(NEIGHBORHOOD REVITALIZATION 2022-2024)**

CITY OF TOPEKA, KANSAS

Brent Trout, City Manager

Date: _____

ATTEST:

Brenda Younger, City Clerk

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(INTERLOCAL COOPERATION AGREEMENT)
(NEIGHBORHOOD REVITALIZATION 2022-2024)

ATTORNEY GENERAL APPROVAL

The above and foregoing Interlocal Agreement, consisting of _____ pages, is approved by the Attorney General of the State of Kansas as provided by K.S.A. 12-2904(g) this day of _____, 20_____.

/ By _____
Kansas Attorney General's Office
Derek Schmidt, Kansas Attorney General

	2021												2020 YTD	Change 20 TO 21%					
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			Total				
CIRCULATION*																			
Main Library																			
TSCPL Curbside	33,939	30,745	31,880	26,394	20,799	12,837	7,949	5,868	5,463	4,773							180,647	133,333	35.5%
Circulation Desk & Renewals	24,806	20,413	29,245	27,430	21,530	28,091	37,158	40,010	35,449	34,896							299,028	450,108	-33.6%
Interlibrary Loan	1,129	1,039	1,044	1,105	956	1,200	1,163	1,261	1,138	1,102							11,137	6,408	73.8%
Self-Check	190	10,217	23,450	22,065	30,051	47,106	51,893	46,027	40,298	40,966							312,263	257,605	21.2%
Bookmobile																			
TSCPL@Home	5,282	4,569	4,444	4,815	4,040	4,450	3,658	3,977	3,493	3,334							31,098	90,967	-65.8%
Red Carpet	6,286	5,039	5,520	5,556	5,021	6,204	5,976	6,163	5,680	5,593							57,038	56,356	1.2%
Digital Downloads	51,121	46,406	51,098	47,990	49,883	47,221	48,856	49,995	47,445	48,466							488,481	470,033	3.9%
Library @ Work / Smartlocker	2,218	2,158	2,100	2,000	1,831	1,420	1,365	1,776	1,589	1,783							18,240	17,113	6.6%
TOTAL CIRCULATION	124,971	120,586	148,781	137,363	134,113	152,806	164,582	161,930	146,801	148,061							1,439,994	1,487,384	-3.2%
* Includes first-time checkouts and auto-renewals																			
CIRCULATION DETAILS																			
Print Material	46,169	46,173	62,778	55,841	52,940	68,563	76,545	72,057	63,680	64,256							609,002	635,253	-4.1%
Audio/Visual Material	20,792	21,416	28,302	26,521	25,146	29,879	32,655	32,831	29,533	29,113							276,188	340,449	-18.9%
Adult Materials	39,054	40,352	53,926	49,855	46,064	53,140	57,833	58,506	52,947	52,901							504,578	566,806	-11.0%
Children's Materials	20,123	19,512	27,108	23,067	23,585	34,867	40,163	35,980	31,055	31,165							286,625	313,427	-8.6%
Young Adult Materials	2,394	2,423	3,345	3,042	2,374	3,616	4,171	3,353	2,705	2,728							30,151	31,935	-5.6%
Red Carpet Materials	5,390	5,302	6,701	6,398	6,063	6,819	7,033	7,049	6,506	6,575							63,836	63,669	0.3%
NEW Patrons																			
Topeka / Shawnee County																			
Adults	315	304	297	276	423	471	509	496	429	341							3,861	4,101	-5.9%
Children (ages 17 and under)	26	16	44	56	109	213	162	137	81	95							939	649	44.7%
Red Carpet Outreach	5	6	2	14	1	22	10	18	11	7							96	52	84.6%
NEKL	52	34	54	60	62	71	72	56	59	51							571	638	-10.5%
Non-Resident	0	0	2	0	0	0	0	0	6	1							9	23	-60.9%
Total New Registrations	398	360	399	406	595	777	753	707	586	495							5,476	5,463	0.2%
PATRONS DELETED	72	28	71	83	79	75	118	4,011	107	115							4,759	8,877	-46.4%
BORROWERS																			
Topeka / Shawnee County																			
Adults	54,016	54,350	54,518	54,891	55,243	55,426	55,727	56,320	56,658	57,074							57,074	53,762	6.2%
Children (age 0 - 17)	14,922	14,845	14,723	14,699	14,720	14,820	14,847	14,888	14,829	14,837							14,837	15,002	-1.1%
TSCPL @ School	20,751	20,751	20,751	20,751	20,751	20,751	20,750	24,178	24,809	25,457							25,457	20,665	*
Red Carpet Outreach	1,124	1,135	1,130	1,144	1,142	1,154	1,161	1,190	1,205	1,213							1,213	1,121	8.2%
NEKL	7,395	7,428	7,456	7,472	7,614	7,815	8,080	8,099	8,117	8,153							8,153	7,367	10.7%
Non-Resident	80	80	82	80	80	80	80	80	87	88							88	80	10.0%
Delinquent	83	85	82	85	85	87	98	94	96	96							96	87	10.3%
TOTAL BORROWERS	98,371	98,674	98,742	99,122	99,635	100,133	100,743	104,849	105,801	106,918							106,918	98,084	9.0%
Holds Satisfied	24,521	20,351	20,071	17,280	16,019	17,507	16,935	17,047	15,497	14,927							180,155	151,002	19.3%
CHECK-IN																			
TOTAL CHECK-IN	30,678	32,088	44,088	44,959	49,867	59,946	68,480	67,018	59,777	57,738							514,639	468,458	9.9%
	2021												2021		2020	Change			
															YTD	20 TO 21%			
COLLECTION																			
Materials Added	3,093	2,683	3,493	2,792	3,708	3,133	2,814	3,865	3,984	3,122							32,687	31,632	3.3%
Materials Discarded	5,871	7,180	7,193	1,971	1,856	4,349	4,435	4,111	4,224	3,103							44,293	48,179	-8.1%
TOTAL COLLECTION	380,051	375,554	371,854	372,675	374,527	373,311	371,690	371,444	371,204	371,223							371,223	386,646	-4.0%
WEBSITE																			
tscpl.org Unique Visitors	30,372	28,370	31,560	27,762	31,216	31,305	28,325	29,173	31,789	31,548							301,420	318,511	-5.4%
tscpl.org Total Visits	53,714	47,118	51,313	46,038	51,436	51,194	47,263	49,321	49,620	49,758							496,775	537,181	-7.5%
catalog.tscpl Unique Visitors	13,770	12,670	14,136	13,168	24,534	15,136	15,585	18,714	17,549	16,768							162,030	155,902	3.9%
catalog.tscpl Total Visits	40,737	35,921	39,051	35,834	46,649	38,290	38,579	41,693	38,626	37,782							393,162	384,894	2.1%
NOTARY SERVICE	0	64	93	127	110	134	144	105	139	135							1051	1,224	-14.1%

REFERENCE QUESTIONS															
Public Services	*	*	*	*	*	*	*	*	*	*	*	*	9,900	-100.0%	
Topeka Room	*	*	*	*	*	*	*	*	*	*	*	*	701	-100.0%	
Plaza**	*	*	*	*	*	*	*	*	*	*	*	*	1,272		
Youth Services	*	*	*	*	*	*	*	*	*	*	*	*	2,397	-100.0%	
Gallery	*	*	*	*	*	*	*	*	*	*	*	*	0	#DIV/0!	
TOTAL REFERENCE QUESTIONS	*	*	*	*	*	*	*	*	*	*	*	*	14,270	-100.0%	
GATE COUNT	7,411	10,284	15,262	14,436	16,512	22,593	24,712	11,076	14,401	23,072		159,759	179,148	-10.8%	
MEETING ROOMS															
Meeting Room Bookings	116	141	194	218	177	192	318	293	328	289		2,266	2,312	-2.0%	
Team Room Bookings	0	0	2	84	75	37	7	15	7	21		248	3,141	-92.1%	
Total Meeting Room Hours Booked	982	1,085	1,411	1,426	830	1,145	1,337	1,010	904	641		10,771	11,765	-8.4%	
TOTAL ATTENDANCE	124	140	248	543	835	1,557	1,591	1,811	1,606	1,844		10,299	24,991	-58.8%	
LEARN & PLAY BUS VISITS	0	0	0	0	0	0	0	0	0	0		0	475	-100.0%	
PROGRAM ATTENDANCE															
Adult - General	283	778	717	5,763	786	929	2,457	1,418	1,310	1,305		15,746	4,850	224.7%	
Kids - Early Learners	14	2,900	2,374	2,676	1,133	335	601	2,614	503	375		13,525	*	#VALUE!	
Kids - Elementary	0	312	463	1,109	325	653	625	808	1,038	949		6,282	*	#VALUE!	
Teens	3	229	290	578	314	563	518	7	486	468		3,456	98	3426.5%	
Unknown	1,400	0	0	0	0	0	0	0	0	0		1,400	*		
Outreach	0	0	0	0	0	56	31	9	3	7		106	13,271	-99.2%	
TOTAL ATTENDANCE	1,700	4,219	3,844	10,126	2,558	2,536	4,232	4,856	3,340	3,104		40,515	18,219	122.4%	
GALLERY ATTENDANCE	0	0	618	497	1,450	5,779	5,749	2,291	1,594	1,418		19,396	1,024	1794.1%	
COMPUTER USE															
Public Computer Sessions	3,244	3,480	4,843	4,591	5,466	6,811	7,655	7,672	6,787	6,859		57,408	47,331	21.3%	
Avg Public Computer Session Length (Minutes)	0:36:12	0:35:37	0:37:30	0:42:33	0:45:05	0:45:16	0:45:08	0:45:12	0:46:29	0:47:12		0:43:38	0:52:43	-17.2%	
Total Computer Hours	1,957	2,066	3,027	3,256	4,107	5,140	5,759	5,781	5,259	5,398		41,750	41,585	0.4%	
Wireless Sessions	5,971	6,580	7,357	12,019	14,454	17,916	21,292	21,558	22,260	22,260		129,407	78,955	63.9%	
Avg Wireless Session Length (Minutes)	0:12:00	0:11:00	0:18:00	0:10:00	0:11:00	0:12:00		0:12:00	0:12:00	0:12:00		0:12:25	0:23:28	-47.1%	
Total Wireless Hours	1,254	1,224	2,213	2,080	2,826	3,593	4,597	4,341	4,668	4,668		26,796	30,879	-13.2%	
TOTAL HOURS	3,211	3,290	5,240	5,336	6,933	8,733	5,759	10,378	9,600	10,066		68,546	68,138	0.6%	
DOLLY PARTON ENROLLMENT	6,024	6,143	5,741	5,867	5,966	5,948	5,619	5,773	5,903	5,887		5,887	5,812	1.3%	
2021													2021	2020	Change
CIRCULATION DETAILS													YTD	20 TO 21%	
Print Material															
Adult Fiction	8,918	9,094	12,617	11,707	11,141	13,239	14,613	14,737	13,239	13,049		122,354	127,241	-3.8%	
Adult Nonfiction	12,553	12,917	16,425	14,582	12,487	14,174	15,609	15,486	14,111	14,592		142,936	152,388	-6.2%	
Juvenile Fiction	12,940	12,470	17,830	14,947	16,310	23,918	27,019	23,858	20,514	20,697		190,503	194,939	-2.3%	
Juvenile Nonfiction	3,501	3,513	4,762	4,301	3,706	5,771	6,882	6,279	5,577	5,587		49,879	55,799	-10.6%	
Magazines	508	490	1,120	912	916	1,081	1,260	1,319	1,070	1,055		9,731	10,502	-7.3%	
RC Print Materials	5,307	5,231	6,593	6,297	5,978	6,729	6,913	6,920	6,424	6,475		62,867	62,143	1.2%	
RC Realia	83	71	108	101	85	90	120	129	82	100		969	1,526	-36.5%	
YA Print Materials	2,359	2,387	3,323	2,994	2,317	3,561	4,129	3,329	2,663	2,701		29,763	31,341	-5.0%	
PRINT CIRCULATION	46,169	46,173	62,778	55,841	52,940	68,563	76,545	72,057	63,680	64,256		609,002	635,879	-4.2%	
Audio / Visual Material															
Adult Audiobooks	1,559	1,625	2,109	2,122	2,142	2,342	2,334	2,311	2,109	2,157		20,810	22,914	-9.2%	
Adult Music	1,578	1,623	2,371	2,298	2,204	2,475	2,723	2,913	2,326	2,283		22,794	22,650	0.6%	
Adult Videos / DVDs	13,938	14,603	19,284	18,234	17,174	19,829	21,294	21,740	20,092	19,765		185,953	231,826	-19.8%	
Juvenile Audiobooks	185	176	265	261	231	287	381	350	247	232		2,615	3,368	-22.4%	
Juvenile Music	141	129	213	151	193	212	307	251	213	243		2,053	2,179	-5.8%	
Juvenile Videos / DVDs	3,356	3,224	4,038	3,407	3,145	4,679	5,574	5,242	4,504	4,406		41,575	56,295	-26.1%	
YA AV	35	36	22	48	57	55	42	24	42	27		388	594	-34.7%	
A/V CIRCULATION	20,792	21,416	28,302	26,521	25,146	29,879	32,655	32,831	29,533	29,113		276,188	339,826	-18.7%	
Adult Material															
Adult Fiction	8,918	9,094	12,617	11,707	11,141	13,239	14,613	14,737	13,239	13,049		122,354	127,241	-3.8%	
Magazines	508	490	1,120	912	916	1,081	1,260	1,319	1,070	1,055		9,731	10,502	-7.3%	
Adult Audiobooks	1,559	1,625	2,109	2,122	2,142	2,342	2,334	2,311	2,109	2,157		20,810	22,914	-9.2%	
Adult Music	1,578	1,623	2,371	2,298	2,204	2,475	2,723	2,913	2,326	2,283		22,794	22,650	0.6%	
Adult Videos / DVDs	13,938	14,603	19,284	18,234	17,174	19,829	21,294	21,740	20,092	19,765		185,953	231,826	-19.8%	
ADULT CIRCULATION	39,054	40,352	53,926	49,855	46,064	53,140	57,833	58,506	52,947	52,901		504,578	567,521	-11.1%	

Juvenile Material														
Juvenile Fiction	12,940	12,470	17,830	14,947	16,310	23,918	27,019	23,858	20,514	20,697		190,503	194,939	-2.3%
Juvenile Nonfiction	3,501	3,513	4,762	4,301	3,706	5,771	6,882	6,279	5,577	5,587		49,879	55,799	-10.6%
Juvenile Audiobooks	185	176	265	261	231	287	381	350	247	232		2,615	3,368	-22.4%
Juvenile Music	141	129	213	151	193	212	307	251	213	243		2,053	2,179	-5.8%
Juvenile Videos / DVDs	3,356	3,224	4,038	3,407	3,145	4,679	5,574	5,242	4,504	4,406		41,575	56,295	-26.1%
JUVENILE CIRCULATION	20,123	19,512	27,108	23,067	23,585	34,867	40,163	35,980	31,055	31,165		286,625	312,580	-8.3%
Red Carpet Material														
RC Print Materials	5,307	5,231	6,593	6,297	5,978	6,729	6,913	6,920	6,424	6,475		62,867	62,143	1.2%
RC Realia	83	71	108	101	85	90	120	129	82	100		969	1,526	-36.5%
RED CARPET CIRCULATION	5,390	5,302	6,701	6,398	6,063	6,819	7,033	7,049	6,506	6,575		63,836	63,669	0.3%
Young Adult Material														
YA Print Materials	2,359	2,387	3,323	2,994	2,317	3,561	4,129	3,329	2,663	2,701		29,763	31,341	-5.0%
YA A/V	35	36	22	48	57	55	42	24	42	27		388	594	-34.7%
YOUNG ADULT CIRCULATION	2,394	2,423	3,345	3,042	2,374	3,616	4,171	3,353	2,705	2,728		30,151	31,935	-5.6%
Overdrive	35,977	32,454	35,030	32,456	34,471	33,441	34,538	35,035	33,153	33,931		340,486	336,610	1.2%
Hoopla	14,034	13,952	14,376	14,159	13,756	12,546	12,999	13,571	13,043	13,180		135,616	126,514	7.2%
Flipster	1,110	*	1,692	1,375	1,656	1,234	1,319	1,389	1,249	1,355		12,379	6,909	79.2%
DIGITAL DOWNLOADS	51,121	46,406	51,098	47,990	49,883	47,221	48,856	49,995	47,445	48,466		488,481	481,141	1.5%

	2021												2021
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Value Calculator													
Circulation													
Books (\$17)	\$776,237	\$776,611	\$1,048,186	\$933,793	\$884,408	\$1,147,194	\$1,279,845	\$1,202,546	\$1,064,370	\$1,074,417			\$10,187,607
Magazines (\$5)	\$2,540	\$2,450	\$5,600	\$4,560	\$4,580	\$5,405	\$6,300	\$6,595	\$5,350	\$5,275			\$48,655
DVD, Games, Music (\$4)	\$76,192	\$78,460	\$103,712	\$96,552	\$91,092	\$109,000	\$119,760	\$120,680	\$108,708	\$106,896			\$1,011,052
Notary Service (\$10)	\$0	\$640	\$930	\$1,270	\$1,100	\$1,340	\$1,440	\$1,050	\$1,390	\$1,350			\$10,510
Reference Questions (\$7)	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!			#VALUE!
Programming (\$10)	\$17,000	\$42,190	\$38,440	\$101,260	\$25,580	\$25,360	\$42,320	\$48,560	\$33,400	\$31,040			\$405,150
Meeting Room Use	\$0	\$0	\$1	\$2	\$3	\$3	\$4	\$4	\$5	\$6			\$28
Gallery Attendance (\$10)	\$0	\$0	\$6,180	\$4,970	\$14,500	\$57,790	\$57,490	\$22,910	\$15,940	\$14,180			\$193,960
Computer Use (\$12/hr)	\$38,535	\$39,477	\$62,879	\$64,029	\$83,196	\$104,796	\$69,108	\$124,536	\$115,200	\$120,792			\$822,548
ILL Borrowed (\$25)	\$2,975	\$3,600	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000			\$46,575
TOTAL VALUE	\$945,779	\$961,438	\$1,256,228	\$1,134,006	\$1,107,609	\$1,456,818	\$1,566,097	\$1,509,931	\$1,339,523	\$1,351,806			\$12,629,235