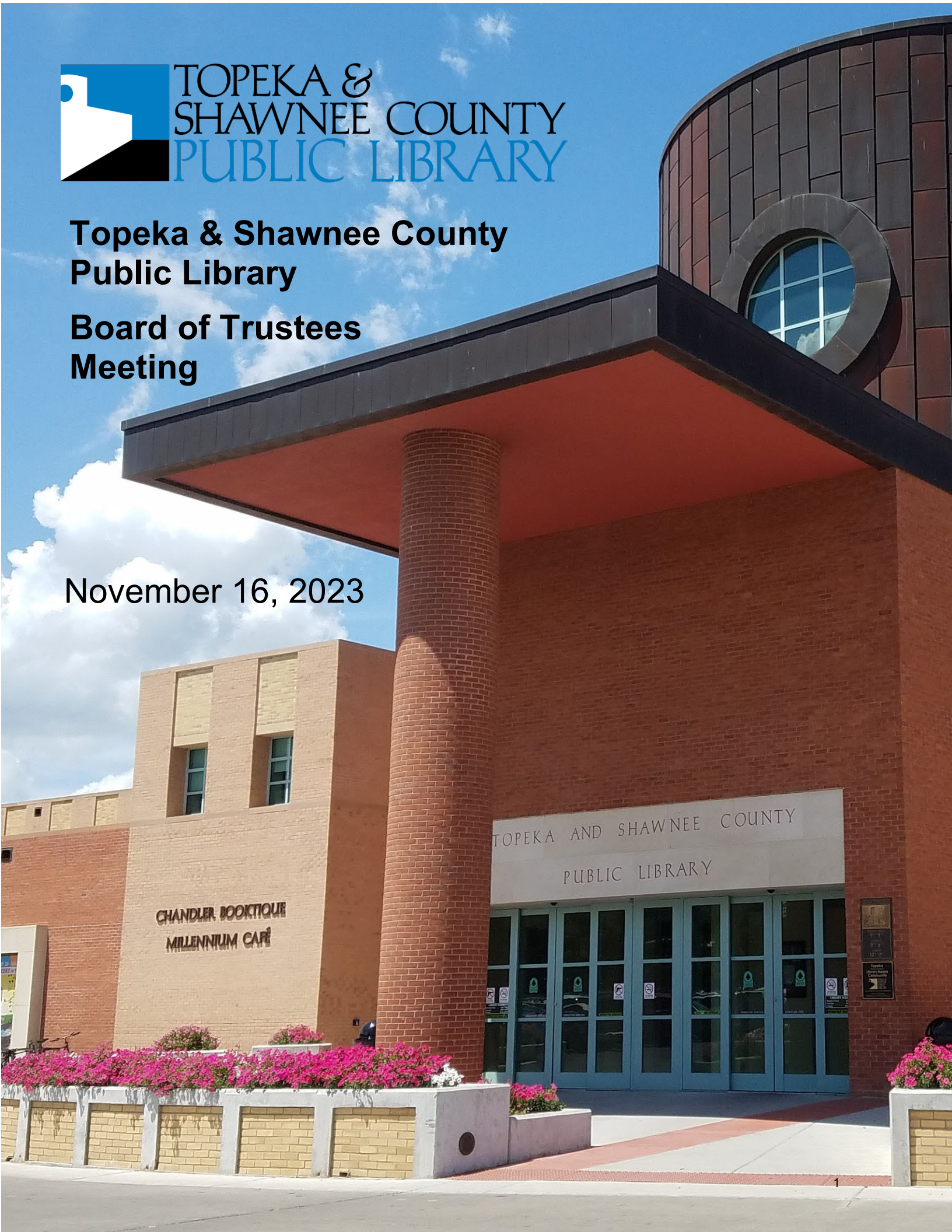




**Topeka & Shawnee County
Public Library**

**Board of Trustees
Meeting**

November 16, 2023





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





November 16, 2023 – 4:00 pm
Menninger Room and Zoom Meeting

<https://tscpl.zoom.us/j/83606679055>

Meeting ID: 836 0667 9055

Passcode: 617300

Call to Order

Public Comment

Trustee Advocacy Stories

**Approval of October 19, 2023, Meeting Minutes of the Board of Trustees –
Action Item pg. 5**

Chief Financial Officer’s Report – Kim Strube pg. 10

Financial Reports

- Treasurer’s Report – Hannah Uhlrig
- Financial Report – **Action Item**
- Audit Committee Appointments

The Library Foundation – Kim Patton, Board Chair

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

Board Chair Report – Shawn Leisinger

- Meeting Minutes Board of Trustees Executive Committee –**pg. 28**

Chief Executive Officer Report – Marie Pyko pg. 30

Chief of Staff Report – Thad Hartman pg. 36

- 2024 Master Facilities Plan Projects – Thad Hartman

New Business

- **Friends of the Library Loaned Employee Agreement – Action Item pg. 50**
- **Library Foundation Loaned Employee Agreement – Action Item pg. 53**
- **Development and Management Agreement between the Library and the
Library Foundation – Action Item pg. 56**
- **Memorandum of Understanding- Kansas Children’s Discovery Center-
Action Item pg. 75**
- **Memorandum of Understanding- Friends of the Zoo - Action Item pg. 80**

Executive Session

Adjournment

Public Comment

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

Next Meeting

December 21, 2023

4:00 pm

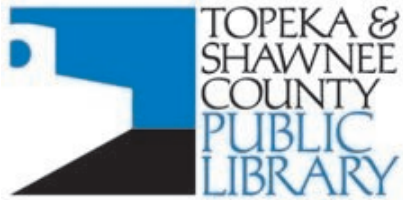
Menninger Room and Zoom meeting

<https://tscpl.zoom.us/j/83606679055>

Meeting ID: 836 0667 9055

Passcode: 617300

*Subject to change without notice



Board Members Present

Shawn Leisinger – Chair, Peg Dunlap – Vice Chair, Joan Hicks – Secretary, Hannah Uhrig – Treasurer, Jim Edwards, Jim Ramos, Beth Dobler, Liz Post, Mark Zillinger

Call to Order

The meeting of the Board of Trustees of the Topeka and Shawnee County Public Library held on Thursday, October 19, 2023, in the Menninger Room 206 of the Topeka and Shawnee County Public Library, 1515 SW 10th Ave, was called to order at 4:00 pm by Chair Shawn Leisinger.

Public Comment

There were two people signed in for public comment. Kathy Brown and Ethel Edwards spoke and then the public comment session was closed.

Trustee Advocacy Stories

Trustee Jim Edwards shared that while he was visiting with people at the Healthcare Resort two people shared that they are appreciative of the library's Red Carpet service. One of the individuals shared that they had read more books since using the service than they had over the past seven years.

Trustee Chair Shawn Leisinger shared he enjoyed that the library had such a large selection of large print books. Chief Executive Marie Pyko stated that the library has over 17,000 volumes of large print.

Trustee Mark Zillinger shared that he attended the Craig Johnson author talk. Johnson and the facilitator were very engaging and entertaining. He stated that library staff did a great job and the program was well received by the community.

Approval of Minutes

On a motion by Jim Ramos, seconded by Liz Post, the September 21, 2023, Meeting Minutes of the Board of Trustees were approved.

Motion passed unanimously.

Chief Financial Officer's Report

Chief Financial Officer Kim Strube noted no additions to her report.

Financial Reports

Board Treasurer Hannah Uhrig reported that she reviewed the financial reports and reviewed and approved the bank reconciliations for September 2023.

On a motion by Hannah Uhlrig and seconded by Peg Dunlap, the Treasurer's Financial Report for September 2023 was accepted.

Motion passed unanimously.

The Library Foundation

Library Foundation Board Chair Kim Patton shared that the Foundation had a board meeting yesterday. The Foundation committed to provide \$400,000 for the Kids Library remodel. Patton shared she is excited to see the results. The Foundation also approved the annual distribution of 5% of the Foundation's undesignated fund to the library. This number is based on the average of funds over the past six quarters.

On November 20, 2023, Team Room 02 will be named the Beverly J Thompson Room in a dedication ceremony. Invitations will be emailed and mailed to the Board of Trustees.

Foundation staff attended the Mid-America Charitable Gift Planners Building Blocks Conference. The conference focused on how to approach donors.

The Foundation's Fall Appeal will be going out to nearly 2,000 donors who gave to the Foundation in the past three years. Patton shared that the Foundation receives money from the Fall Appeal all year round. Patton stated that the Foundation is very grateful for those donations.

Friends of Topeka and Shawnee County Public Library

Friends Board President Christy Molzen shared that the Friends had a great turnout for the Craig Johnson author visit last week and for the special Friends reception and book signing. Several people purchased memberships just so they could attend that reception. Molzen wanted to thank the library staff for all of their efforts in planning and organizing this event. It was a great evening and a great way to show appreciation to Friends members. Craig Johnson was very personable and spoke to each person whose book he signed.

The Friends next book sale is coming up this weekend. Friday evening is Friends members only night from 5 pm-8 pm, open to the public on Saturday from 9 am-3 pm, and Sunday is bag day from 12 pm-3pm.

Molzen reminded those in attendance about the Friends annual event on Sunday, November 5, 2023, at 1:00 pm. The guest speaker will be Alex Grecian with Chief Executive Officer Marie Pyko moderating.

The Friends are looking for a new Friends Operations Manager to replace Laura Anderson who has accepted a position at the library. This is a full-time position, and the job is posted on the library's website. Molzen urged that if those in attendance know of anyone who might be interested, please encourage them to apply.

Board Chair Reports

Chair Shawn Leisinger reported the Executive Committee met via Zoom on October 9, 2023.

Chief Executive Officer Report

Chief Executive Officer Marie Pyko reminded Trustees about the Strategic Planning Work Session on October 30, 2023, at 3:00 pm in the auditorium. Pyko hopes to have a good conversation about what the plan is and establish priorities and direction. Pyko stated the group will also talk about the implementation dashboard.

Pyko shared there have been two significant retirements in the past month in Youth Services. Joyce Hedlund had been with library over 22 years. Hedlund spent many summers on the road doing outreach storytimes as well as providing storytimes at the library. Hedlund was the first storyteller that Pyko's son experienced. Kathy Ellison had been with the library over 25 years. Ellison was the heart of everything early childhood. She was one of the pioneers of the Learn and Play Bus.

Pyko shared that the library is getting busier. There is a 32.6% increase in foot traffic. Some well-attended events have contributed to this as well as the opening of the Level 2 Tech Center. There has been an increase of new cardholders of 22.9%. Meeting room bookings have increased over last year as well. The library is quickly approaching pre-COVID numbers.

Chief of Staff Report

Chief of Staff Thad Hartman shared there are three bid resolutions before the board. They are all related to the Readers Lounge project. Hartman stated that the bids are for the construction of doors for the gallery to control humidity, wayfinding, furniture for the Readers Lounge, shelving for the Readers Lounge, and construction for the Readers Lounge.

Hartman wished to thank the crew that has moved all books and items from the west wing into the east wing. Technical Services Manager Scarlett Fisher-Herreman and her team have been working hard every morning for 2-3 hours for the past two weeks to tackle this project. They have also labeled and mapped out the east wing so items are easy to locate.

Hartman wanted to thank Public Services Supervisor Autumn Friedli and Readers Librarian Miranda Ericsson for their work on the Craig Johnson event. He also thanked the Communications and Marketing team for their work on the posters. Craig Johnson loved the posters and took them with him when he left.

Chair Shawn Leisinger shared that he was in the Administration Suite to sign some paperwork and he encourages Administration to look at getting new carpet in the area.

New Business

Bid for Computer and Monitor Purchases

On a motion by Joan Hicks, seconded by Beth Dobler, the Board of Trustees, Topeka and Shawnee County Public Library, approves the bid by Hypertec Solutions Partner of Tempe, Arizona as written.

Motion passed unanimously

Bid for Readers Lounge and Wayfinding Signage

On a motion by Jim Edwards, seconded by Jim Ramos, the Board of Trustees, Topeka and Shawnee County Public Library, approves the bid by Kelley Construction of Topeka, Kansas as written.

Motion passed unanimously

Bid for Readers Lounge Furniture

On a motion by Peg Dunlap, seconded by Liz Post, the Board of Trustees, Topeka and Shawnee County Public Library, approves the bid by Modern Business Interiors of Lenexa, Kansas as written.

Motion passed unanimously

Bid for Readers Lounge Shelving

On a motion by Beth Dobler, seconded by Mark Zillinger, the Board of Trustees, Topeka and Shawnee County Public Library, approves the bid by Library Furniture International, Inc. of Wheeling, Illinois as written.

Motion passed unanimously

Request for FY 2024 Friends of the Library Funding

On a motion by Joan Hicks, seconded by Liz Post, the Board of Trustees, Topeka and Shawnee County Public Library, approves the funding request as written.

Motion passed unanimously

Executive Session

On a motion by Peg Dunlap, seconded by Jim Ramos for the Board of Trustees of the Topeka and Shawnee County Public Library to go into an Executive Session at 4:45 pm for a period of 15 minutes to discuss a personnel matter. Participants will include members of the Board of Trustees.

Motion Passed.

A motion was made by Jim Edwards, seconded by Jim Ramos at 4:59 pm to end the Executive Session and return to the Board of Trustees meeting.

Motion Passed.

Adjournment

On a motion by Jim Ramos, seconded by Liz Post, the meeting was adjourned at 5:00 pm

Next Meeting

November 16, 2023

4:00 pm

Topeka & Shawnee County Public Library

Menninger Room 206/Zoom Meeting

<https://tscpl.zoom.us/j/83606679055?pwd=eDI GaHh0MldDbnpYUHkyUWVlcUJwZz09>

Meeting ID: 836 0667 9055

Passcode: 617300

*Subject to change without notice

**Chief Financial Officer's Report
November 2023
Kim Strube**

Revenue/Expense/Balance by Fund Report – Page 2

The Childrens Art Show Fund is temporarily negative due to pending billings and reimbursements.

General Fund – Pages 3 through 5

With 83.3% of the budget year completed, 99% of the budgeted revenue has been received and 68% of the approved budget has been expended/encumbered. This compares to 2022 in which 99% of the budgeted revenue had been received and 75% of the approved budget had been expended/encumbered.

The fifth tax distribution for 2023 was received October 31st as scheduled. The total received for the General Fund was \$251,345.39. The percentage of the ad valorem budget collected year-to-date is 97%. This compares to 2022 in which 98% of the ad valorem budget had been collected.

The percentage of year-to-date motor vehicle tax is 82% in 2023 which compares to 85% at this time in 2022.

Employee Benefit Fund – Page 6

With 83.3% of the budget year completed, 99% of the budgeted revenue has been received and 68% of the approved budget has been expended/encumbered. This compares to 2022 in which 99% of the budgeted revenue had been received and 65% of the approved budget had been expended/encumbered.

The fifth tax distribution for 2023 was received as scheduled. The total received for the Employee Benefit Fund was \$66,570.41. The percentage of the ad valorem budget collected year-to-date is 99%. This compares to 2022 in which 98% had been collected.

The percentage of year-to-date motor vehicle tax is 82% in 2023 and was 85% at this same time in 2022.

Capital Improvement Fund – Page 6

The current available balance for strategic initiatives, facilities expenditures and/or an emergency fund for qualifying expenditures is \$5,482,317.14.

Purchase Order Notification

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

Type of Purchase	Description	Amount	Vendor
Approved operating budget	Annual software renewal and support for Comprise	\$26,953.90	Comprise Technologies, Inc.
Approved operating budget	August and September phone service – billed at non-contract rates in error (credit on account received in November)	\$16,200.88	AT&T
Approved operating budget	Estimated charge for mobile mifi services for the remainder of 2023	\$19,500.00	Verizon Wireless
Request for Proposal; Board resolution approved bid award on 10/19/2023	Replacement staff Dell computers	\$59,108.48	Hypertec USA, Inc.
Library Materials	Adult feature & TV	\$7,940.00	Midwest Tape LLC
Library Materials	Hoopla online	\$33,025.75	Midwest Tape LLC
Library Materials	Juvenile fiction and non-fiction	\$7,000.00	Ingram Library Services
Library Materials	Adult non-fiction	\$5,500.00	Ingram Library Services
Library Materials	Annual renewal – NewsBank database	\$63,216.00	Newsbank

Other Items:

- The actual mill levy rates set by the Shawnee County Clerk based on the final assessed valuations were received on November 8, 2023. The following chart lists the actual levy rates for the 2024 budget. The 2024 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	6.535	6.545	.010
Employee Benefit	1.644	1.647	.003
Total	8.179	8.192	.013

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

10/31/2023

	Balance 1/1/2023	Revenue Y-T-D	Expenditures Y-T-D	Balance 10/31/2023
<u>GOVERNMENTAL FUNDS</u>				
General Operating	\$ 5,322,622.64	\$ 15,510,660.64	\$ 11,321,609.70	\$ 9,511,673.58
Employee Benefits	1,963,139.59	4,102,894.20	3,177,531.67	2,888,502.12
Capital Improvement	5,275,079.91	207,237.23	-	5,482,317.14
Bond & Interest	-	3,134.41	-	3,134.41
<u>NON MAJOR GOVERNMENTAL FUNDS</u>				
State Aid	-	49,186.93	-	\$ 49,186.93
Federal, State & Local Grants	3,649.47	-	3,605.44	\$ 44.03
Other Special Revenue	597,620.31	37,469.00	130,442.19	\$ 504,647.12
Permanent Funds	299,808.78	(48,523.69)	-	\$ 251,285.09
Totals	\$ 13,461,920.70	\$ 19,862,058.72	\$ 14,633,189.00	\$ 18,690,790.42

Bank Account Summary

General Fund-CoreFirst Bank-Checking	\$ 641,497.91
Restricted Funds-CoreFirst Bank-Checking	512,806.15
Capital Improvement Fund-VisionBank-Money Market Account	5,482,317.14
Cash on Hand	3,082.00
Petty Cash	220.00
Endowment Securities	251,285.09
Municipal Investment Pool - Overnight	4,942,367.65
Municipal Investment Pool - 30-day Fixed	7,000,000.00
Municipal Investment Pool - 90-day Fixed	-
Municipal Investment Pool - 180-day Fixed	-
Capital City Bank - Certificate of Deposit	-
Intrust Bank - Certificate of Deposit	-
Denison State Bank - Certificate of Deposit	-
	\$ 18,833,575.94
Less Pending Claims (invoices posted, but not paid until next month)	-
Less Deferred Revenue (SAM account payments)	(1,681.15)
Less Payroll Deduction and Employer Benefit Liabilities	13,377.70
Less Outstanding Checks	131,088.97
	\$ 18,690,790.42

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

10/31/2023

	1/1/2023 Cash Balance	Revenues	Prev. Year PO Expenditures	Current Year Expenditures	10/31/2023 Cash Balance	All Yrs Outstanding Encumbrances	Unencumbered Cash Balance
Major Governmental Funds							
General Fund	\$ 5,322,622.64	\$ 15,510,660.64	\$ 754,629.89	\$ 10,566,979.81	\$ 9,511,673.58	\$ 1,035,850.56	\$ 8,475,823.02
Employee Benefit Fund	1,963,139.59	4,102,894.20	-	3,177,531.67	2,888,502.12	1,335.70	2,887,166.42
Capital Improvement Fund	5,275,079.91	207,237.23	-	-	5,482,317.14	-	5,482,317.14
Bond & Interest Fund	-	3,134.41	-	-	3,134.41	-	3,134.41
Non Major Governmental Funds							
State Aid Fund	-	49,186.93	-	-	49,186.93	-	49,186.93
<i>Federal & State Grants</i>							
Gallery Grants	19.03	-	-	-	19.03	-	19.03
Kansas Humanities Council Grant	25.00	-	-	-	25.00	-	25.00
Library Services & Technology Ac	3,605.44	-	3,605.44	-	-	-	-
<i>Other Special Revenue Funds</i>							
Adult Programs	1.49	-	-	-	1.49	-	1.49
Art Collection	10,680.49	27.26	-	-	10,707.75	-	10,707.75
Bookmobile Fund	-	-	-	-	-	-	-
Career Neighborhood	-	-	-	-	-	-	-
Computer training	-	-	-	-	-	-	-
Children's Art Show	-	-	-	3,121.74	(3,121.74)	-	(3,121.74)
Cooking Neighborhood	-	-	-	-	-	-	-
French Gift - Library Materials	31.41	0.10	-	-	31.51	-	31.51
Friends	159,733.11	322.54	344.70	49,079.79	110,631.16	4,653.58	105,977.58
Fun Committee	5,483.31	1,330.28	-	70.00	6,743.59	76.99	6,666.60
Gallery Competitions/Exhibits	36,495.16	93.17	-	-	36,588.33	-	36,588.33
Gifts/Memorials (Undesignated)	347,421.41	8,343.57	20,770.79	33,476.77	301,517.42	687.92	300,829.50
Hathaway Trust - Library Materials	3,338.66	2,271.81	(9.64)	2,048.36	3,571.75	1,123.20	2,448.55
Health Neighborhood	-	-	-	-	-	-	-
Hirschberg Lecture	-	-	-	-	-	-	-
Hughes Business Collection	-	-	-	-	-	-	-
Library Materials	5,012.24	1,662.75	(23.47)	182.97	6,515.49	-	6,515.49
Lingo	-	-	-	-	-	-	-
NEH Expendable	8,065.71	21,944.30	-	15,739.69	14,270.32	1,500.00	12,770.32
Pets Neighborhood	-	-	-	-	-	-	-
Programming Fund	457.20	-	-	-	457.20	-	457.20
Red Carpet	4,015.19	7.38	-	4,022.57	-	-	-
Rotary Grant	-	-	-	-	-	-	-
Special Collections	5,748.38	14.66	-	-	5,763.04	-	5,763.04
Talking Books	-	-	-	-	-	-	-
Torluemke Landscaping	36.46	0.10	-	-	36.56	-	36.56
Wedding Neighborhood	-	-	-	-	-	-	-
Workshops	2,194.43	5.60	-	-	2,200.03	-	2,200.03
Youth Services	8,905.66	1,445.48	476.59	1,141.33	8,733.22	78.91	8,654.31
<i>Permanent Funds</i>							
Mertz Trust	299,808.78	(48,523.69)	-	-	251,285.09	-	251,285.09
TOTALS	\$ 13,461,920.70	\$ 19,862,058.72	\$ 779,794.30	\$ 13,853,394.70	\$ 18,690,790.42	\$ 1,045,306.86	\$ 17,645,483.56

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

10/31/2023

	<u>Approved Budget</u>	<u>Received Year-To-Date</u>	<u>Over/(Under) Budget</u>	<u>% 10/31/2023</u>
				83.3%
Ad Valorem Property Tax	\$ 13,939,037.00	\$ 13,556,173.09	\$ (382,863.91)	97%
Revitalization Rebates	(119,110.00)	(125,352.97)	\$ (6,242.97)	105%
Back Tax	-	197,854.61	\$ 197,854.61	N/A
Motor Vehicle Tax	1,557,671.00	1,281,939.41	\$ (275,731.59)	82%
Recreational Vehicle Tax	17,297.00	15,078.91	\$ (2,218.09)	87%
16/20 M Vehicle Tax	5,960.00	7,366.05	\$ 1,406.05	124%
In Lieu of Tax	35,897.00	45,534.96	\$ 9,637.96	127%
Watercraft Special Tax**	8,729.00	-	\$ (8,729.00)	0%
Commercial Vehicle Fees	53,540.00	50,078.05	\$ (3,461.95)	94%
E-Rate Reimbursement	19,329.00	18,680.11	\$ (648.89)	97%
Miscellaneous Revenue	3,000.00	37,800.75	\$ 34,800.75	1260%
Miscellaneous Revenue - Recyclg	-	219.40	\$ 219.40	N/A
Salary Refunds-Foundation	100,678.00	57,942.58	\$ (42,735.42)	58%
Salary Refunds-Friends	33,155.00	26,785.23	\$ (6,369.77)	81%
Salary Refunds-Shawnee Cty	20,151.00	19,470.26	\$ (680.74)	97%
Vending Machines	2,000.00	1,054.46	\$ (945.54)	53%
Overdue Fees*	15,000.00	21,983.02	\$ 6,983.02	147%
Debt Collect	-	69.98	\$ 69.98	N/A
ILL Fees	100.00	146.89	\$ 46.89	147%
Mailing Fees	100.00	8.33	\$ (91.67)	8%
Non Resident Card Fee	340.00	805.00	\$ 465.00	237%
Obituary Fees	350.00	366.02	\$ 16.02	105%
Meeting Room Charges	1,200.00	2,387.50	\$ 1,187.50	199%
Monday Market Fees	500.00	-	\$ (500.00)	0%
Foundation Distribution	-	-	\$ -	N/A
Interest Received-Investments	20,000.00	294,269.00	\$ 274,269.00	1471%
Transfer In	25,050.00	-	\$ (25,050.00)	0%
Library Treasurer's Balance	2,973,704.00	-	\$ -	N/A
TOTALS	<u>\$ 18,713,678.00</u>	<u>\$ 15,510,660.64</u>	<u>\$ (229,313.36)</u>	99%

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

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

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

10/31/2023

	<u>Approved Budget</u>	<u>Expended Year-To-Date</u>	<u>Encumbrances</u>	<u>(Over)/Under Budget</u>	<u>% Expended</u>
					83.3%
STAFF:					
Salaries-Auto Allowance	\$ 4,800.00	\$ 3,876.81	\$ -	\$ 923.19	81%
Salaries-Facilities	670,789.00	489,692.84	-	181,096.16	73%
Salaries-Overtime	10,000.00	7,203.45	-	2,796.55	72%
Salaries-Security	313,379.00	223,535.16	-	89,843.84	71%
Salaries-Shelvers	102,545.00	24,871.53	-	77,673.47	24%
Salaries-Staff	7,705,190.00	5,835,949.78	-	1,869,240.22	76%
Conferences	144,217.00	102,151.95	11,112.63	30,952.42	79%
Staff Internal Dev/Trng - Web Based	15,000.00	11,420.38	523.78	3,055.84	80%
Staff Development & Training	15,000.00	10,879.73	-	4,120.27	73%
Mileage	7,600.00	5,571.16	3,056.18	(1,027.34)	114%
COLLECTION:					
Materials-Binding/Replacements	2,500.00	1,201.71	-	1,298.29	48%
Materials-Periodicals	25,000.00	3,541.96	1,326.35	20,131.69	19%
Materials-Print/Non-Print <1 YR	730,200.00	569,119.37	-	161,080.63	78%
Materials-Print/Non-Print	1,220,380.00	879,909.71	159,466.45	181,003.84	85%
OPERATIONS:					
Art Purchases	8,000.00	3,540.00	-	4,460.00	44%
Cataloging and ILL Services	102,700.00	101,206.52	8,820.24	(7,326.76)	107%
Contracted-Digital Services	548,252.00	593,589.96	12,555.63	(57,893.59)	111%
Contracted-Facilities	301,700.00	241,799.15	43,235.41	16,665.44	94%
Contracted-Equipment	67,200.00	66,478.38	12,205.92	(11,484.30)	117%
Contracted-Professional	294,700.00	168,702.08	44,127.22	81,870.70	72%
Contracted-E-Rate Services	1,740.00	1,278.72	-	461.28	73%
Digital Services Support	464,152.00	103,910.34	72,291.52	287,950.14	38%
Furniture/Equipment	45,000.00	12,435.30	19,547.47	13,017.23	71%
Insurance	64,000.00	76,315.00	-	(12,315.00)	119%
Marketing & Communication	61,256.00	56,837.21	6,759.73	(2,340.94)	104%
Memberships/Dues	30,900.00	20,698.00	462.00	9,740.00	68%
Miscellaneous	5,000.00	3,767.78	17.99	1,214.23	76%
Payments to Other Libraries	127,238.00	-	-	127,238.00	0%
Postage/Shipping	59,786.00	51,710.70	1,382.65	6,692.65	89%
Printing	110,976.00	11,732.55	4,786.20	94,457.25	15%
Programming	103,480.00	58,472.56	3,096.55	41,910.89	59%
Special Events	-	-	-	-	0%
Special Projects	1,702,500.00	241,467.05	322,644.71	1,138,388.24	33%
Supplies-Facilities	101,920.00	56,594.19	39,506.81	5,819.00	94%
Supplies-Office/Library	93,184.00	43,218.23	13,780.88	36,184.89	61%
Supplies-Processing	46,800.00	39,078.64	1,360.54	6,360.82	86%
Telecommunications	155,064.00	95,993.89	34,506.99	24,563.12	84%
Transfer Out	1,000,000.00	-	-	1,000,000.00	0%
Utilities-Electric	389,526.00	231,818.29	109,821.31	47,886.40	88%
Utilities-Gas	71,007.00	43,464.75	22,191.58	5,350.67	92%
Utilities-Water/Sewage	37,128.00	30,592.42	11,822.41	(5,286.83)	114%
Vehicle-Gas	43,870.00	23,046.58	-	20,823.42	53%
Vehicle-Repair	60,000.00	20,385.08	35,056.08	4,558.84	92%
Contingency/Fund Balance	1,650,000.00	-	-	-	0%
Cash Long/Short	-	(79.10)	-	79.10	N/A
TOTALS	\$ 18,713,679.00	\$ 10,566,979.81	\$ 995,465.23	\$ 5,501,233.96	68%

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

10/31/2023

	<u>2023 Budget</u>	<u>Year to Date</u>	<u>%</u>
Balance 01/01/2023	\$ 2,973,704.00	\$ 4,415,932.44	
<u>Revenue:</u>			
Ad Valorem Property Tax	13,939,037.00	13,556,173.09	97%
Revitalization Rebates	(119,110.00)	(125,352.97)	105%
Back Tax	-	197,854.61	N/A
Motor Vehicle Tax	1,557,671.00	1,281,939.41	82%
Recreational Vehicle Tax	17,297.00	15,078.91	87%
16/20M Vehicle Tax	5,960.00	7,366.05	124%
In Lieu of Tax	35,897.00	45,534.96	127%
Watercraft Special Tax	8,729.00	-	0%
Commercial Vehicle Fees	53,540.00	50,078.05	94%
E-Rate Reimbursement	19,329.00	18,680.11	97%
Fees and Charges	22,590.00	64,621.95	286%
Reimbursements	153,984.00	104,417.47	68%
Transfer In	25,050.00	-	
Interest on Idle Funds	20,000.00	294,269.00	1471%
	<u>\$ 15,739,974.00</u>	<u>\$ 15,510,660.64</u>	99%
<u>Expenditures/Encumbrances:</u>			
Salaries	8,806,703.00	6,585,129.57	75%
Other Staff Support Costs	181,817.00	144,715.81	80%
Library Collections	1,978,080.00	1,614,565.55	82%
Contracted Services	1,316,292.00	1,293,999.23	98%
Digital Services Support	464,152.00	176,201.86	38%
Furniture/Equipment/Art	53,000.00	35,522.77	67%
Payments to Other Libraries	127,238.00	-	0%
Special Projects	1,702,500.00	564,111.76	33%
Utilities & Telecommunications	652,725.00	580,211.64	89%
Vehicles	103,870.00	78,487.74	76%
Other Operating Expenditures	677,301.00	489,499.11	72%
Transfer Out	1,000,000.00	-	
Cash Basis Reserve	1,650,000.00	-	0%
	<u>\$ 18,713,678.00</u>	<u>\$ 11,562,445.04</u>	68%
Prior Year Canceled Purchase Orders		<u>\$ 111,674.98</u>	
Unencumbered Balance 10/31/2023	\$ -	\$ 8,475,823.02	

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

10/31/2023

EMPLOYEE BENEFITS

	2023 Budget	Year To Date	%
Balance 01/01/2023	\$ 1,121,486.00	\$ 1,962,696.59	
<u>Revenue:</u>			
Ad Valorem Property Tax	\$ 3,626,746.00	\$ 3,529,134.64	97%
Revitalization Rebates	(30,991.00)	(32,644.72)	105%
Back Tax	-	49,159.14	N/A
Motor Vehicle Tax	414,748.00	339,933.32	82%
Recreational Vehicle Tax	4,605.00	4,004.09	87%
16/20M Vehicle Tax	1,587.00	1,738.72	110%
In Lieu of Tax	11,684.00	11,851.75	101%
Watercraft Special Tax*	2,324.00	-	0%
Commercial Vehicle Fees	14,256.00	13,184.98	92%
Refund-Fringe Benefits-Foundation	48,256.00	28,235.96	59%
Refund-Fringe Benefits-Friends	20,829.00	15,035.04	72%
Refund-Fringe Benefits-Shawnee Cty	8,975.00	7,838.38	87%
Refund FICA	-	452.41	0%
Employee COBRA Payments	-	-	0%
Retiree Payments BC/BS	-	9,408.20	N/A
Interest on Idle Funds	5,000.00	125,562.29	2511%
	\$ 4,128,019.00	\$ 4,102,894.20	99%
<u>Expenditures/Encumbrances:</u>			
Employee Assistance Program	\$ 7,503.00	\$ 7,426.00	99%
Cafeteria Plan Administration Fees	2,725.00	396.00	15%
Social Security/Medicare	673,713.00	471,354.04	70%
Ks Public Employees Retirement Sys	809,090.00	603,632.70	75%
Worker's Compensation	54,000.00	49,344.91	91%
Unemployment Tax	88,948.00	30,011.25	34%
Health/Dental Insurance	3,213,526.00	2,016,505.47	63%
Miscellaneous	-	-	0%
Contingency/Fund Balance	400,000.00	-	0%
	\$ 5,249,505.00	\$ 3,178,670.37	66%
Prior Year Canceled Purchase Orders		\$ 246.00	
Unencumbered Balance 10/31/2023	\$ -	\$ 2,887,166.42	

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

CAPITAL IMPROVEMENT

Balance 01/01/2023	\$ 5,275,079.91
<u>Revenue:</u>	
Transfer In	\$ -
Interest received	207,237.23
	\$ 207,237.23
<u>Expenditures/Encumbrances:</u>	
Contracted - Professional	-
Capital Outlay	-
	-
	-
Prior Year Canceled Purchase Orders	-
Unencumbered Balance 10/31/2023	\$ 5,482,317.14

STATE AID

Balance 01/01/2023	\$ -	\$ -
<u>Revenue:</u>		
State Aid	-	49,186.93
	\$ -	\$ 49,186.93
<u>Expenditures/Encumbrances:</u>		
Contracted - Digital Services		
Digital Services Support		-
Staff Internal Development/Trng		-
Special Projects	52,000.00	-
	\$ 52,000.00	\$ -
Unencumbered Balance 10/31/2023		\$ 49,186.93

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

10/31/2023

	<u>2023 Budget</u>	<u>Year to Date</u>	<u>%</u>
Balance 01/01/2023	\$ -	\$ -	
<u>Revenue:</u>			
Ad Valorem Property Tax	-	-	N/A
Revitalization Rebates	-	20.52	0%
Back Tax	25,000.00	2,962.44	12%
Motor Vehicle Tax	-	-	N/A
Recreational Vehicle Tax	-	-	N/A
16/20M Vehicle Tax	-	34.76	N/A
In Lieu of Tax	-	-	0%
Watercraft Special Tax*	-	-	0%
Commercial Vehicle Fees	-	-	N/A
Interest on Idle Funds	50.00	116.69	233%
	<u>\$ 25,050.00</u>	<u>\$ 3,134.41</u>	13%
<u>Expenditures/Encumbrances:</u>			
Principal	\$ -	\$ -	0%
Interest	-	-	0%
Wire Transfer Fees	-	-	0%
Transfer Out	25,050.00	-	0%
Cash Basis Reserve	-	-	0%
	<u>\$ 25,050.00</u>	<u>\$ -</u>	0%
Unencumbered Balance 10/31/2023	<u><u>\$ -</u></u>	<u><u>\$ 3,134.41</u></u>	

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

TOPEKA & SHAWNEE COUNTY PUBLIC LIBRARY

Investments as of October 31, 2023

Capital Improvement Funds - Community National Bank

\$ 5,482,317.14 at 5.3414% (money market account)

Municipal Investment Pool

\$ 4,942,367.65 Operating funds in "overnight pool"*;
available for transfer whenever needed

7,000,000.00 General fund; 30-day 10/24/2023 at
4.83%, maturity 11/27/2023

\$11,942,367.65

* rates vary by day - average October 1 - 31, 2023 was 4.02%

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, 2023

Fund	Account	Object	Check Date	Vendor Name	Description	Amount	Check Number
10	21505	0	10/6/23	KS PUBLIC EMPLOYEES RETIREMENT	Kpers EE Deduction	\$ 18,450.16	-97088
15	21516	0	10/6/23	KS PUBLIC EMPLOYEES RETIREMENT	Kpers ER Contribution	\$ 25,922.47	-97088
15	21517	0	10/6/23	KS PUBLIC EMPLOYEES RETIREMENT	Kpers ER Insurance	\$ 3,074.97	-97088
10	21513	0	10/6/23	KS PUBLIC EMPLOYEES RETIREMENT	Kpers OGLI	\$ 1,402.36	-97088
				<i>Remittance of pension benefit contributions & optional group life premiums</i>		\$ 48,849.96	-97088 Total
10	21509	0	10/6/23	EMPOWER RETIREMENT	Deferred Comp EE Portion	\$ 5,751.92	-97085
				<i>Remittance of deferred retirement employee contributions</i>		\$ 5,751.92	-97085 Total
10	21501	0	10/5/23	PAYCOM PAYROLL LLC	Federal W/H	\$ 21,937.60	-97084
10	21502	0	10/5/23	PAYCOM PAYROLL LLC	State W/H	\$ 11,285.58	-97084
15	21521	0	10/5/23	PAYCOM PAYROLL LLC	State Unemployment	\$ 43.95	-97084
10	21503	0	10/5/23	PAYCOM PAYROLL LLC	Social Security EE	\$ 18,182.48	-97084
15	21504	0	10/5/23	PAYCOM PAYROLL LLC	Social Security ER	\$ 18,182.48	-97084
10	21503	0	10/5/23	PAYCOM PAYROLL LLC	Medicare EE	\$ 4,252.38	-97084
15	21504	0	10/5/23	PAYCOM PAYROLL LLC	Medicare ER	\$ 4,252.38	-97084
10	21514	0	10/5/23	PAYCOM PAYROLL LLC	Child Support/Spousal Maint.	\$ 1,421.66	-97084
10	21518	0	10/5/23	PAYCOM PAYROLL LLC	Garnishments	\$ 335.83	-97084
10	41000	313	10/5/23	PAYCOM PAYROLL LLC	Paycom Bundle	\$ 2,254.01	-97084
				<i>Remittance of payroll taxes, garnishments and Paycom fees</i>		\$ 82,148.35	-97084 Total
10	41000	310	10/10/23	COREFIRST BANK & TRUST	Training software	\$ 2,798.00	-97074
10	41000	320	10/10/23	COREFIRST BANK & TRUST	Wireless mouse	\$ 66.40	-97074
10	41000	330	10/10/23	COREFIRST BANK & TRUST	Washi tape, 10 rolls varW	\$ 6.89	-97074
10	41000	330	10/10/23	COREFIRST BANK & TRUST	Star beads return	\$ (6.99)	-97074
10	41000	320	10/10/23	COREFIRST BANK & TRUST	Logitech Zone Vibe 100	\$ 99.99	-97074
10	41000	320	10/10/23	COREFIRST BANK & TRUST	TP Link TL-SG1016PE	\$ 277.76	-97074
10	41000	330	10/10/23	COREFIRST BANK & TRUST	8 bamboo skewers"	\$ 6.69	-97074
10	41000	330	10/10/23	COREFIRST BANK & TRUST	tissue paper 200 pk.	\$ 11.98	-97074
10	41000	330	10/10/23	COREFIRST BANK & TRUST	butcher's twine	\$ 4.49	-97074
10	41000	320	10/10/23	COREFIRST BANK & TRUST	BMAX Mini PCs	\$ 174.00	-97074
10	41000	320	10/10/23	COREFIRST BANK & TRUST	Numberpad	\$ 15.29	-97074
10	41000	330	10/10/23	COREFIRST BANK & TRUST	white clay 5 lb.	\$ 17.63	-97074
10	41000	330	10/10/23	COREFIRST BANK & TRUST	Shipping	\$ 7.95	-97074
10	41000	320	10/10/23	COREFIRST BANK & TRUST	24-port patch panel	\$ 416.00	-97074
10	41000	330	10/10/23	COREFIRST BANK & TRUST	Drink holder	\$ 9.77	-97074
10	41000	330	10/10/23	COREFIRST BANK & TRUST	Collapsible folding wagon	\$ 114.54	-97074
10	41000	320	10/10/23	COREFIRST BANK & TRUST	2-pack with backpack	\$ 1,117.75	-97074
10	41000	330	10/10/23	COREFIRST BANK & TRUST	Booktique gift cards	\$ 35.00	-97074
10	41000	330	10/10/23	COREFIRST BANK & TRUST	booktique prizes	\$ 88.20	-97074
10	41000	320	10/10/23	COREFIRST BANK & TRUST	StarTech Server Rack Shel	\$ 73.81	-97074

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, 2023

Fund	Account	Object	Check Date	Vendor Name	Description	Amount	Check Number
10	41000	320	10/10/23	COREFIRST BANK & TRUST	NavePoint Server Shelf	\$ 70.89	-97074
10	41000	330	10/10/23	COREFIRST BANK & TRUST	48 Journals	\$ 61.75	-97074
10	41000	330	10/10/23	COREFIRST BANK & TRUST	Journal Stickers	\$ 7.99	-97074
10	41000	330	10/10/23	COREFIRST BANK & TRUST	Sensory Strips	\$ 16.99	-97074
10	41000	330	10/10/23	COREFIRST BANK & TRUST	Washi Tape	\$ 12.95	-97074
10	41000	330	10/10/23	COREFIRST BANK & TRUST	Scrapbook Stickers	\$ 8.99	-97074
10	41000	330	10/10/23	COREFIRST BANK & TRUST	Junk Journal DIY	\$ 6.99	-97074
10	41000	330	10/10/23	COREFIRST BANK & TRUST	6-Double Tape	\$ 9.99	-97074
10	41000	330	10/10/23	COREFIRST BANK & TRUST	Scrapbook Supplies	\$ 11.99	-97074
10	41000	330	10/10/23	COREFIRST BANK & TRUST	LEGO Classic	\$ 32.64	-97074
10	41000	330	10/10/23	COREFIRST BANK & TRUST	12 Baseplates	\$ 39.98	-97074
10	41000	330	10/10/23	COREFIRST BANK & TRUST	Reusable Popcorn	\$ 19.95	-97074
10	41000	330	10/10/23	COREFIRST BANK & TRUST	Precut Parchment	\$ 13.71	-97074
10	41000	330	10/10/23	COREFIRST BANK & TRUST	1/2 washers	\$ 12.64	-97074
10	41000	330	10/10/23	COREFIRST BANK & TRUST	500ft Twine	\$ 4.49	-97074
10	41000	330	10/10/23	COREFIRST BANK & TRUST	200ft Twine	\$ 6.48	-97074
10	41000	330	10/10/23	COREFIRST BANK & TRUST	Acrylic Paint Pens	\$ 11.99	-97074
10	41000	330	10/10/23	COREFIRST BANK & TRUST	Outdoor Paint	\$ 34.99	-97074
10	41000	330	10/10/23	COREFIRST BANK & TRUST	Leather String	\$ 6.99	-97074
10	41000	330	10/10/23	COREFIRST BANK & TRUST	Jewelry Stones	\$ 9.99	-97074
10	41000	330	10/10/23	COREFIRST BANK & TRUST	Embroidery Thread	\$ 9.99	-97074
10	41000	330	10/10/23	COREFIRST BANK & TRUST	Embroidery Skeins	\$ 5.99	-97074
10	41000	330	10/10/23	COREFIRST BANK & TRUST	Fuse Beads	\$ 24.99	-97074
10	41000	330	10/10/23	COREFIRST BANK & TRUST	Clay Earrings	\$ 22.99	-97074
10	41000	330	10/10/23	COREFIRST BANK & TRUST	Popcorn	\$ 9.99	-97074
10	41000	330	10/10/23	COREFIRST BANK & TRUST	Stickers Halloween	\$ 10.99	-97074
10	41000	330	10/10/23	COREFIRST BANK & TRUST	Shrinky Dink	\$ 12.59	-97074
10	41000	330	10/10/23	COREFIRST BANK & TRUST	Reverse Coloring	\$ 11.39	-97074
10	41000	330	10/10/23	COREFIRST BANK & TRUST	Rainbow Pencils	\$ 15.99	-97074
10	41000	330	10/10/23	COREFIRST BANK & TRUST	SHARPIE Color	\$ 15.30	-97074
10	41000	330	10/10/23	COREFIRST BANK & TRUST	Tires & Wheels	\$ 31.98	-97074
10	41000	330	10/10/23	COREFIRST BANK & TRUST	100 Bowls	\$ 16.99	-97074
10	41000	330	10/10/23	COREFIRST BANK & TRUST	Bright Red Pigment	\$ 24.97	-97074
10	41000	330	10/10/23	COREFIRST BANK & TRUST	300 Cups	\$ 11.49	-97074
10	41000	330	10/10/23	COREFIRST BANK & TRUST	White Snow	\$ 14.95	-97074
10	41000	420	10/10/23	COREFIRST BANK & TRUST	91% ALCOHOL 32oz 6pk	\$ 27.38	-97074
10	41000	420	10/10/23	COREFIRST BANK & TRUST	Goo Gone 8oz btl	\$ 23.64	-97074
10	41000	420	10/10/23	COREFIRST BANK & TRUST	Purell HandSanitizer Lit	\$ 13.09	-97074

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, 2023

Fund	Account	Object	Check Date	Vendor Name	Description	Amount	Check Number
10	41000	361	10/10/23	COREFIRST BANK & TRUST	Load wheels poly red	\$ 32.95	-97074
10	41000	420	10/10/23	COREFIRST BANK & TRUST	rubbermaid cart	\$ 188.00	-97074
10	41000	320	10/10/23	COREFIRST BANK & TRUST	iPad stand	\$ 613.24	-97074
10	41000	330	10/10/23	COREFIRST BANK & TRUST	construction paper	\$ 11.98	-97074
10	41000	330	10/10/23	COREFIRST BANK & TRUST	#2 round reed 1130 ft.	\$ 38.85	-97074
10	41000	330	10/10/23	COREFIRST BANK & TRUST	Shipping	\$ 12.95	-97074
10	41000	320	10/10/23	COREFIRST BANK & TRUST	Angler BoomBox Octagonal	\$ 208.42	-97074
10	41000	320	10/10/23	COREFIRST BANK & TRUST	Angler BoomBox Octagonal	\$ (59.92)	-97074
10	41000	330	10/10/23	COREFIRST BANK & TRUST	Bilingual Domino	\$ 29.98	-97074
10	41000	320	10/10/23	COREFIRST BANK & TRUST	ergo marble mouse	\$ 399.00	-97074
10	41000	320	10/10/23	COREFIRST BANK & TRUST	anker 47w	\$ 188.93	-97074
10	41000	320	10/10/23	COREFIRST BANK & TRUST	anker 20w	\$ 167.88	-97074
10	41000	320	10/10/23	COREFIRST BANK & TRUST	FNTCase iphone	\$ 84.05	-97074
10	41000	330	10/10/23	COREFIRST BANK & TRUST	8 oz. pack of wool roving	\$ 363.30	-97074
10	41000	330	10/10/23	COREFIRST BANK & TRUST	Crisco 6lb	\$ 17.99	-97074
10	41000	330	10/10/23	COREFIRST BANK & TRUST	Bird Food 10lb	\$ 14.99	-97074
10	41000	320	10/10/23	COREFIRST BANK & TRUST	ps5 charging station	\$ 24.88	-97074
10	41000	320	10/10/23	COREFIRST BANK & TRUST	xbox charging station	\$ 26.39	-97074
10	41000	320	10/10/23	COREFIRST BANK & TRUST	ps5 controllers	\$ 148.00	-97074
10	41000	420	10/10/23	COREFIRST BANK & TRUST	Plotter Paper	\$ 1,297.90	-97074
10	41000	420	10/10/23	COREFIRST BANK & TRUST	Plotter Paper	\$ 84.24	-97074
10	41000	330	10/10/23	COREFIRST BANK & TRUST	Orange crepe paper, 4 rol	\$ 7.99	-97074
10	41000	330	10/10/23	COREFIRST BANK & TRUST	1 pom poms	\$ 12.32	-97074
10	41000	330	10/10/23	COREFIRST BANK & TRUST	black cardboard tubes 200	\$ 40.99	-97074
10	41000	420	10/10/23	COREFIRST BANK & TRUST	File Folders 9.625x11.75	\$ 76.70	-97074
10	41000	420	10/10/23	COREFIRST BANK & TRUST	Acid-free tissue roll	\$ 121.35	-97074
10	41000	320	10/10/23	COREFIRST BANK & TRUST	iPad 10th gen, silver	\$ 1,197.00	-97074
10	41000	420	10/10/23	COREFIRST BANK & TRUST	small fan	\$ 16.99	-97074
49	41000	735	10/10/23	COREFIRST BANK & TRUST	Retirement Party supplies	\$ 20.59	-97074
10	41000	320	10/10/23	COREFIRST BANK & TRUST	6in Patch Cable 10-pack	\$ 353.04	-97074
10	41000	320	10/10/23	COREFIRST BANK & TRUST	6in cable	\$ 15.99	-97074
10	41000	320	10/10/23	COREFIRST BANK & TRUST	Shipping	\$ 2.99	-97074
10	41000	320	10/10/23	COREFIRST BANK & TRUST	Epson SureColor P8570D	\$ 5,825.00	-97074
10	41000	420	10/10/23	COREFIRST BANK & TRUST	Snow shovel	\$ 19.77	-97074
10	41000	420	10/10/23	COREFIRST BANK & TRUST	Shipping	\$ 6.99	-97074
10	41000	410	10/10/23	COREFIRST BANK & TRUST	rain bird 12 zone control	\$ 119.00	-97074
10	41000	410	10/10/23	COREFIRST BANK & TRUST	dolanx carpet sweeper	\$ 47.46	-97074
10	41000	410	10/10/23	COREFIRST BANK & TRUST	getken water pump	\$ 35.96	-97074

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, 2023

Fund	Account	Object	Check Date	Vendor Name	Description	Amount	Check Number
10	41000	420	10/10/23	COREFIRST BANK & TRUST	eclipse black cardstock	\$ 42.40	-97074
10	41000	420	10/10/23	COREFIRST BANK & TRUST	re-entry red card stock	\$ 29.68	-97074
10	41000	420	10/10/23	COREFIRST BANK & TRUST	gravity grape cardstock	\$ 31.94	-97074
10	41000	420	10/10/23	COREFIRST BANK & TRUST	stardust white cardstock	\$ 48.42	-97074
10	41000	420	10/10/23	COREFIRST BANK & TRUST	gamma green cardstock	\$ 17.82	-97074
10	41000	420	10/10/23	COREFIRST BANK & TRUST	terra green cardstock	\$ 18.83	-97074
10	41000	330	10/10/23	COREFIRST BANK & TRUST	Shipping	\$ 4.00	-97074
<i>Miscellaneous online orders paid by credit card, including a plotter printer for the Communication and Marketing Team</i>						\$ 18,049.45	-97074 Total
10	41000	310	10/10/23	COREFIRST BANK & TRUST	Basecamp renewal	\$ 948.00	-97073
10	41000	310	10/10/23	COREFIRST BANK & TRUST	2023 LibSyn renewal	\$ 20.00	-97073
10	41000	310	10/10/23	COREFIRST BANK & TRUST	ISSUU monthly newsletter	\$ 19.00	-97073
10	41000	330	10/10/23	COREFIRST BANK & TRUST	Breakout renewal	\$ 99.00	-97073
10	41000	330	10/10/23	COREFIRST BANK & TRUST	UV flashlight	\$ 15.00	-97073
10	41000	330	10/10/23	COREFIRST BANK & TRUST	multilock with ABC wheel	\$ 15.00	-97073
10	41000	330	10/10/23	COREFIRST BANK & TRUST	multilock with direction	\$ 15.00	-97073
10	41000	330	10/10/23	COREFIRST BANK & TRUST	key lock for breakout kit	\$ 7.50	-97073
10	41000	330	10/10/23	COREFIRST BANK & TRUST	4 digit lock for kit	\$ 8.50	-97073
10	41000	330	10/10/23	COREFIRST BANK & TRUST	abc wheels for multilocks	\$ 12.00	-97073
10	41000	330	10/10/23	COREFIRST BANK & TRUST	directional wheels for mu	\$ 12.00	-97073
10	41000	330	10/10/23	COREFIRST BANK & TRUST	5 pack on invisible ink p	\$ 20.00	-97073
10	41000	330	10/10/23	COREFIRST BANK & TRUST	3 digit lock	\$ 15.00	-97073
10	41000	330	10/10/23	COREFIRST BANK & TRUST	Shipping	\$ 15.00	-97073
10	41000	310	10/10/23	COREFIRST BANK & TRUST	cPanel Solo MT Cloud	\$ 15.99	-97073
10	41000	310	10/10/23	COREFIRST BANK & TRUST	O365 backup/protection	\$ 3,786.75	-97073
10	41000	310	10/10/23	COREFIRST BANK & TRUST	Cloud server backups	\$ 298.23	-97073
10	41000	310	10/10/23	COREFIRST BANK & TRUST	Maintenance and support f	\$ 49.00	-97073
10	41000	310	10/10/23	COREFIRST BANK & TRUST	ption	\$ 3,697.92	-97073
10	41000	313	10/10/23	COREFIRST BANK & TRUST	Open PO for recurring	\$ 24.00	-97073
10	41000	322	10/10/23	COREFIRST BANK & TRUST	Book	\$ 25.49	-97073
10	41000	323	10/10/23	COREFIRST BANK & TRUST	SHRM Member	\$ 244.00	-97073
10	41000	323	10/10/23	COREFIRST BANK & TRUST	SHRM Member	\$ 244.00	-97073
10	41000	310	10/10/23	COREFIRST BANK & TRUST	Remote access software	\$ 3,180.00	-97073
10	41000	311	10/10/23	COREFIRST BANK & TRUST	Monthly Rental Fee	\$ 178.50	-97073
10	41000	310	10/10/23	COREFIRST BANK & TRUST	MailChimp 2022	\$ 540.00	-97073
10	41000	310	10/10/23	COREFIRST BANK & TRUST	MONTHLY SUBSCRIPTION	\$ 98.00	-97073
10	41000	310	10/10/23	COREFIRST BANK & TRUST	Messaging service	\$ 32.00	-97073
10	41000	341	10/10/23	COREFIRST BANK & TRUST	virtual conferences regis	\$ 799.00	-97073

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, 2023

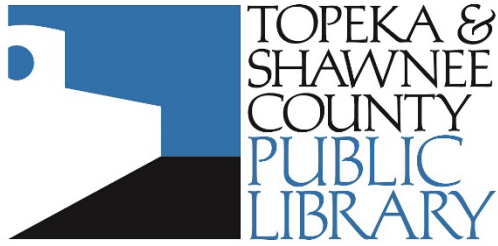
Fund	Account	Object	Check Date	Vendor Name	Description	Amount	Check Number
10	41000	310	10/10/23	COREFIRST BANK & TRUST	mobile device mgmt	\$ 2,736.30	-97073
10	41000	313	10/10/23	COREFIRST BANK & TRUST	Job Posting	\$ 560.00	-97073
10	41000	310	10/10/23	COREFIRST BANK & TRUST	SoundTrack your brand	\$ 162.00	-97073
10	41000	341	10/10/23	COREFIRST BANK & TRUST	online course	\$ 1,368.96	-97073
				<i>Miscellaneous online orders paid by credit card</i>		\$ 19,261.14	-97073 Total
10	21509	0	10/20/23	EMPOWER RETIREMENT	Deferred Comp EE Portion	\$ 5,811.16	-97071
				<i>Remittance of deferred retirement employee contributions</i>		\$ 5,811.16	-97071 Total
10	21505	0	10/20/23	KS PUBLIC EMPLOYEES RETIREMENT	Kpers EE Deduction	\$ 18,206.57	-97070
15	21516	0	10/20/23	KS PUBLIC EMPLOYEES RETIREMENT	Kpers ER Contribution	\$ 25,580.30	-97070
15	21517	0	10/20/23	KS PUBLIC EMPLOYEES RETIREMENT	Kpers ER Insurance	\$ 3,034.38	-97070
				<i>Remittance of pension benefit contributions & optional group life premiums</i>		\$ 46,821.25	-97070 Total
10	21515	0	10/20/23	BLUE CROSS BLUE SHIELD OF KS	EE - BCBS Actives Premiums	\$ 34,587.38	-97068
15	21515	0	10/20/23	BLUE CROSS BLUE SHIELD OF KS	ER - BCBS Actives Premiums	\$ 170,539.35	-97068
15	21515	0	10/20/23	BLUE CROSS BLUE SHIELD OF KS	Retiree BCBS Premiums	\$ 896.66	-97068
						\$ 206,023.39	-97068 Total
10	21501	0	10/19/23	PAYCOM PAYROLL LLC	Federal W/H	\$ 21,718.13	-97067
10	21502	0	10/19/23	PAYCOM PAYROLL LLC	State W/H	\$ 11,165.12	-97067
15	21521	0	10/19/23	PAYCOM PAYROLL LLC	State Unemployment	\$ 2,522.25	-97067
10	21503	0	10/19/23	PAYCOM PAYROLL LLC	Social Security EE	\$ 18,003.24	-97067
15	21504	0	10/19/23	PAYCOM PAYROLL LLC	Social Security ER	\$ 18,003.24	-97067
10	21503	0	10/19/23	PAYCOM PAYROLL LLC	Medicare EE	\$ 4,210.35	-97067
15	21504	0	10/19/23	PAYCOM PAYROLL LLC	Medicare ER	\$ 4,210.35	-97067
10	21514	0	10/19/23	PAYCOM PAYROLL LLC	Child Support/Spousal Maint.	\$ 1,437.40	-97067
10	21518	0	10/19/23	PAYCOM PAYROLL LLC	Garnishments	\$ 335.83	-97067
10	41000	313	10/19/23	PAYCOM PAYROLL LLC	Paycom Bundle	\$ 2,212.45	-97067
15	21504	0	10/19/23	PAYCOM PAYROLL LLC	2020 Tax Adjustment ER	\$ 3,017.60	-97067
				<i>Remittance of payroll taxes, garnishments and Paycom fees</i>		\$ 86,835.96	-97067 Total
49	41000	330	10/5/23	JOHNSON, CRAIG	Speaker Fee	\$ 7,000.00	12129
49	41000	330	10/5/23	JOHNSON, CRAIG	Books	\$ 1,000.00	12129
				<i>Author speaker fee - paid from non-budgeted fund</i>		\$ 8,000.00	12129 Total
35	41000	330	10/26/23	OPTION G MEDIA INC C/O GILES, LAMAR R	Lamar Giles: Author	\$ 5,000.00	12141
				<i>Author speaker fee - paid from non-budgeted fund</i>		\$ 5,000.00	12141 Total
10	41000	350	10/5/23	AT&T	2023 phone service	\$ 569.32	99979
10	41000	350	10/5/23	AT&T	August	\$ 9,585.32	99979
10	41000	350	10/5/23	AT&T	September	\$ 6,328.00	99979
				<i>2023 approved operating budget - telecommunications (new contract pricing is now in effect, credit received from AT&T in November)</i>		\$ 16,482.64	99979 Total
10	41000	310	10/5/23	COMPRISE TECHNOLOGIES, INC.	Software and Support	\$ 4,476.00	99987

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For the Month Ended October 31, 2023

Fund	Account	Object	Check Date	Vendor Name	Description	Amount	Check Number
10	41000	310	10/5/23	COMPRISE TECHNOLOGIES, INC.	Wireless Printing	\$ 3,800.00	99987
10	41000	310	10/5/23	COMPRISE TECHNOLOGIES, INC.	Smart Money Manager	\$ 1,130.00	99987
10	41000	310	10/5/23	COMPRISE TECHNOLOGIES, INC.	Terminal Payment sys	\$ 754.00	99987
10	41000	310	10/5/23	COMPRISE TECHNOLOGIES, INC.	Licensing and Support	\$ 4,830.00	99987
10	41000	310	10/5/23	COMPRISE TECHNOLOGIES, INC.	Copier Controller license	\$ 1,245.00	99987
10	41000	310	10/5/23	COMPRISE TECHNOLOGIES, INC.	Content Keeper sub	\$ 6,135.30	99987
10	41000	310	10/5/23	COMPRISE TECHNOLOGIES, INC.	Content Keeper Hardware	\$ 1,939.60	99987
10	41000	310	10/5/23	COMPRISE TECHNOLOGIES, INC.	Smart Kiosk	\$ 1,268.00	99987
10	41000	310	10/5/23	COMPRISE TECHNOLOGIES, INC.	SAM for Community Centers	\$ 1,376.00	99987
				<i>2023 approved operating budget - annual software support/subscription</i>		\$ 26,953.90	99987 Total
10	21512	0	10/5/23	DELTA DENTAL OF KANSAS, INC	EE October Premiums	\$ 2,363.70	99989
15	21512	0	10/5/23	DELTA DENTAL OF KANSAS, INC	ER October Premiums	\$ 9,452.34	99989
15	21512	0	10/5/23	DELTA DENTAL OF KANSAS, INC	Retiree October Premiums	\$ 44.16	99989
						\$ 11,860.20	99989 Total
10	41000	351	10/5/23	EVERGY	Electric Service	\$ 2,501.13	99992
10	41000	351	10/5/23	EVERGY	Electric Service	\$ 24.09	99992
10	41000	351	10/5/23	EVERGY	Electric Service	\$ 22.73	99992
10	41000	351	10/5/23	EVERGY	Electric Service	\$ 24,592.02	99992
10	41000	351	10/5/23	EVERGY	Electric Service	\$ 24.09	99992
10	41000	351	10/5/23	EVERGY	Electric Service	\$ 22.73	99992
10	41000	351	10/5/23	EVERGY	Electric Service	\$ 22.73	99992
10	41000	351	10/5/23	EVERGY	Electric Service	\$ 22.73	99992
10	41000	351	10/5/23	EVERGY	Electric Service	\$ 22.73	99992
10	41000	351	10/5/23	EVERGY	Electric Service	\$ 24.09	99992
10	41000	351	10/5/23	EVERGY	Electric Service	\$ 22.73	99992
						\$ 27,301.80	99992 Total
10	41000	350	10/5/23	VERIZON WIRELESS	mobile mifi cards	\$ 6,518.88	100011
						\$ 6,518.88	100011 Total
10	41000	311	10/12/23	CAM-DEX SECURITY CORP.	2nd floor elevator CR	\$ 1,585.82	100018
10	41000	311	10/12/23	CAM-DEX SECURITY CORP.	Card reader reconnect	\$ 1,058.72	100018
10	41000	311	10/12/23	CAM-DEX SECURITY CORP.	cardreader/security panel	\$ 4,657.87	100018
10	41000	311	10/12/23	CAM-DEX SECURITY CORP.	double doors to level2	\$ 4,544.40	100018
				<i>2023 approved operating budget - contracted facilities</i>		\$ 11,846.81	100018 Total
10	41000	910	10/12/23	CAPITOL CITY OFFICE PRODUCTS	STEELCASE AMIA CHAIR	\$ 3,779.40	100019
10	41000	910	10/12/23	CAPITOL CITY OFFICE PRODUCTS	INSTALL	\$ 150.00	100019
10	41000	420	10/12/23	CAPITOL CITY OFFICE PRODUCTS	80 cases 8.5x11 paper	\$ 1,836.00	100019
				<i>2023 approved operating budget - replacement chairs for volunteers and administration</i>		\$ 5,765.40	100019 Total
10	32200	0	10/12/23	THE LIBRARY FOUNDATION	Salary Refund	\$ 29,617.02	100041

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15	32210	0	10/12/23	THE LIBRARY FOUNDATION	Fringe Benefits Refund	\$ 11,942.46	100041
				<i>Per agreement with The Foundation, 50% of the Executive Director's salary and fringe is paid by the Library. The Foundation was mistakenly billed and paid at 100% instead of 50%.</i>		\$ 41,559.48	100041 Total
10	41000	736	10/19/23	HTK ARCHITECTS INC.	WAYFINDING ARC FEES	\$ 3,740.00	100059
10	41000	736	10/19/23	HTK ARCHITECTS INC.	ARCHITECTS READERS LOUNGE	\$ 7,481.25	100059
10	41000	736	10/19/23	HTK ARCHITECTS INC.	ARC FEES FOR DOCK	\$ 887.50	100059
						\$ 12,108.75	100059 Total
10	23800	0	10/26/23	CYTEK MEDIA SYSTEMS, INC.	Audio/Visual Equipment	\$ 26,468.00	100083
10	41000	320	10/26/23	CYTEK MEDIA SYSTEMS, INC.	In-line USB	\$ 103.00	100083
10	41000	320	10/26/23	CYTEK MEDIA SYSTEMS, INC.	usb license	\$ 293.00	100083
10	41000	320	10/26/23	CYTEK MEDIA SYSTEMS, INC.	SFP 1G Ethernet RJ45 Mod	\$ 140.00	100083
10	41000	320	10/26/23	CYTEK MEDIA SYSTEMS, INC.	Custom Control Programmin	\$ 300.00	100083
				<i>RFP was issued and approved by the Board on 8/25/2022 for new audio/visual equipment in the meeting rooms</i>		\$ 27,304.00	100083 Total
						\$ 720,254.44	Grand Total



Executive Committee Members Present

Shawn Leisinger – Chair, Joan Hicks – Secretary, Hannah Uhlrig – Treasurer

Executive Committee Members Absent

Peg Dunlap – Vice Chair

Staff Present

Marie Pyko – Chief Executive Officer, Thad Hartman – Chief of Staff, Kim Strube – Chief Financial Officer, Aubrey Conner – Executive Assistant

Call to order

The meeting of the Board of Trustees Executive Committee was held on Monday, November 6, 2023, via Zoom, and was called to order at 4:00 pm by Chair Shawn Leisinger.

Review Minutes and Agenda

The minutes from the October 9, 2023, Board of Trustees Executive Committee Meeting were reviewed.

On a motion by Joan Hicks, seconded by Hannah Uhlrig, the minutes from the October 9, 2023, Board of Trustees Executive Committee Meetings were approved.

Motion passed unanimously.

The minutes from the October 19, 2023, Board of Trustees Meeting and the agenda for the Board of Trustees November 16, 2023, meeting were reviewed.

Chief Financial Officer Kim Strube noted she will not have anything out of the ordinary to report.

Chief Executive Officer Marie Pyko shared she will speak about the author events the library has had recently. Authors Alex Grecian and Lamar Giles came to the library. Lamar Giles also went to Washburn Rural High School to speak to students. Events like these allow the library to extend our community of readers.

Chief of Staff Thad Hartman will share the Master Facilities Plan projects slated for 2024.

The Trustee Executive Committee unanimously agreed that another work session or activity is needed for the strategic plan. Adoption of the plan will not occur in November.

Treasurer Hannah Uhrig will request trustees to be part of the Audit Committee. This committee's first meeting is in the third week of January. Appointments will be made in December.

No other items were discussed.

Trustee Education Topics

Pyko shared that there won't be any trustee education at the board meeting in November since Hartman will share the Master Facilities Plan projects slated for 2024. In December Pyko would like Statistical Research Analyst Robert Soria to map out where the bookmobile stops are as well as any community centers or computer centers the library has out in the community. This will show where the library's market penetration is. Pyko shared this could help lay the foundation as far as where the library is going when exploring feasibility of services outside the building.

No other items were discussed.

Adjournment

On a motion by Joan Hicks, seconded by Hannah Uhrig, the meeting was adjourned at 4:53 pm.

Next Meeting

December 11, 2023

4:00 pm

<https://tscpl.zoom.us/j/88257791498?pwd=UTdBUmFkTXIvb3U4eGtSZHJ0azkwUT09>

Meeting ID: 882 5779 1498

Passcode: 695332

CHIEF EXECUTIVE OFFICER'S REPORT
November 2023

News and Updates

Dolly Parton's Imagination Library (DPIL) with the United Way of Kaw Valley

We have 6,043 children 0-5 years of age enrolled in the Dolly Parton's Imagination Library by the end of October 2023. **Using the 2020 Census numbers for children in Shawnee County between 0-5 years of age, we are at 59.73% of children eligible enrolled in the program.** This is the largest percentage of enrolled children since our launch in 2006. Robert Soria and I now have access to the DPIL data tool which will ensure we have timely information for each board meeting. Robert has created a beautiful and visually understandable infographic. You will see a few outlying data points due to the fact that we are using the 2021 American Community Survey 5-year estimate table as the foundation for the % of children signed up by zip code. As Robert becomes more familiar with the data and the tools available, he will be looking for ways to improve the data visualization to highlight the difference this collaboration makes for Topeka and Shawnee County young children.

Strategic Plan 2023

Following the Strategic Plan workshop on October 30, 2023, I have been reviewing the data and developing the next steps for the plan review. For the December board meeting, I plan on providing more concrete strategies and potential tactics. This will support a broader understanding of what our community members indicated was important, the recommendations developed from the Ivy Group, and a focused recommendation with a timeline. Thank you to all the board members who participated during the workshop and/or shared their recommendations to move the plan from big concept to a more tangible and attainable plan.

2024 Board of Trustees meeting schedule

Included after my report is the updated 2024 board, budget workshop and trustee executive meeting schedules. Please take a look and let me know if there are any known conflicts.

Collaborations and Activities

Kansas Library Association- Stump the Director panel

On November 1, 2023 I had the opportunity to serve on a Library Directors panel for the 2023 Kansas Library Association conference in Wichita Kansas. Eric Gustafson, Derby Public Library Director moderated, and the other panelists were Royce Kitts, Liberal Public Library, Brandon Hines, Hays Public Library and Melanie Hedgespeth, Salina Public Library. The participants during the session were from libraries from all over Kansas and asked us all questions regarding

aspects of public libraries. The questions were not planned but it was very interesting hear common themes regardless of size of library.

2023 Fall Author Series- Friends of the Library Annual Meeting with Alex Grecian

On November 5, 2023, I had the honor to speak during the annual meeting. In addition to sharing what is happening at the library, what projects are on the near horizon, I had the opportunity to thank the Friends members for the continued support in volunteer time, advocacy and the funds they provide to bring in national authors, increase summer reading program offerings, support the Dolly Parton's Imagination Library and staff and volunteer recognition. Additionally, I had the great honor to moderate a discussion with New York Times bestselling author Alex Grecian. Alex spoke about his newest novel Red Rabbit. This was a bit of a bucket list activity for me as I had never served as a moderator before. I truly enjoyed this role and I also really enjoyed getting to know Alex, a native Topekan as he shared his writing journey.

New Business

Resolution- Friends of the Library Loaned Employee Agreement

Resolution- The Library Foundation Loaned Employee Agreement

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.

Resolution- Development and Management Agreement

This is the agreement between the Library Foundation and TSCPL and obligates the Foundation to provide an operator for the Millennium Café. The content has not substantively changed. The agreement has updated information regarding the term (January 1, 2024-December 31, 2025), has removed Claire's Courtyard as an entity within the Café and has removed aspects that are no longer relevant to the agreement such as the vending machines available in the library.

Resolution- Memorandum of Understanding between the Library and the Kansas Children's Discovery Center

We have been loaning KCDC passes for our customers since 2015 with great success. The MOU has been updated for a new term.

Resolution- Memorandum of Understanding between the Library and the Friends of the Zoo

We have been loaning Topeka Zoo passes since 2018 and annually they have increased in popularity. Previously, we did not have a MOU with the Friends of the Zoo but feel that was a needed document to discuss the relationship with these circulating experiences.

Professional Activities/Community Contacts

- October 16, 2023 Attended the Community of Practice Kansas Library Directors meeting
- October 16, 2023 Attended the Foundation Finance Committee meeting
- October 17, 2023 Attended the Intergovernmental Cooperation Coalition meeting at Washburn.
- October 18, 2023 Led the Senior Director's meeting
- October 18, 2023 Met with Todd Smith, Emerging Technology Librarian
- October 18, 2023 Attended the Foundation Board of Trustees meeting
- October 19, 2023 Attended the Board of Trustees meeting
- October 24, 2023 Attended PLA Advocacy and Strategic Partnership Committee
- October 25, 2023 Led the Equity and Justice Committee- Topeka Collegiate School
- October 27, 2023 Met with Jim Rhodes to discuss the Silents in the Cathedral event
- October 30, 2023 Facilitated the Strategic Plan Workshop
- November 1, 2023 Participated as a panelist for the Kansas Library Association Conference
- November 2, 2023 Attended the Association of Fundraising Professionals luncheon honoring Roger and Joan Underwood.
- November 5, 2023 Attended the Friends of the Library Annual Meeting
- November 9, 2023 Attended the State of the Community event
- November 10, 2023 Participated in the November National Issues Forum Institute board meeting.

Marie Pyko, Chief Executive Officer
Topeka and Shawnee County Public Library 11/10/23



Board of Trustees Scheduled Meetings
(Meeting room locations may change)

Board of Trustee Meetings

2024

Thursday January 18, 2024	4:00 pm	Zoom/Menninger room 206
Thursday February 15, 2024	4:00 pm	Zoom/Menninger room 206
Thursday March 21, 2024	4:00 pm	Zoom/Menninger room 206
Thursday April 18, 2024	4:00 pm	Zoom/Menninger room 206
Thursday May 16, 2024	4:00 pm	Zoom/Menninger room 206
Thursday June 20, 2024	4:00 pm	Zoom/Menninger room 206
Thursday July 18, 2024	4:00 pm	Zoom/Menninger room 206
Thursday August 22, 2024	5:00 pm	Zoom/Marvin Aud. 101C
(Revenue Neutral Rate (RNR) at 5:30 pm Annual Public Budget Hearing Following RNR Hearing)		
Thursday August 22, 2024	5:30 pm	Zoom/Marvin Aud. 101C
Thursday September 19, 2024	4:00 pm	Zoom/Menninger room 206
Thursday October 17, 2024	4:00 pm	Zoom/Menninger room 206
Thursday November 21, 2024	4:00 pm	Zoom/Menninger room 206
Thursday December 19, 2024	4:00 pm	Zoom/Menninger room 206

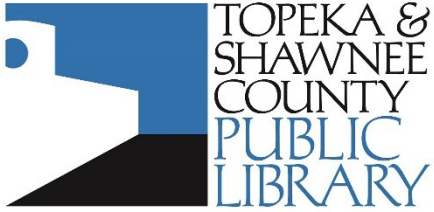
Trustee Budget Work Sessions

Tuesday June 4, 2024	9:00 am – 11:00 am	Zoom/Menninger Room 206
Wednesday July 10, 2024	1:00 pm – 3:00 pm	Zoom/Menninger Room 206

Trustee Executive Meetings (TEC)

2024

Monday January 8, 2024	4:00 pm	Zoom/room 208F
Monday February 5, 2024	4:00 pm	Zoom/room 208F
Monday March 11, 2024	4:00 pm	Zoom/room 208F
Monday April 8, 2024	4:00 pm	Zoom/room 208F
Monday May 6, 2024	4:00 pm	Zoom/room 208F
Monday June 10, 2024	4:00 pm	Zoom/room 208F
Monday July 8, 2024	4:00 pm	Zoom/room 208F
Monday August 5, 2024	4:00 pm	Zoom/room 208F
Monday September 9, 2024	4:00 pm	Zoom/room 208F
Monday October 7, 2024	4:00 pm	Zoom/room 208F
Monday November 4, 2024	4:00 pm	Zoom/room 208F
Monday December 9, 2024	4:00 pm	Zoom/room 208F



2024

The Library Foundation & Friends Board Meetings Calendar

Foundation Board Meetings 3rd Wednesday every other month

Date	Time	Room	Sign Up
February 21	4:00 pm	Menninger Room	
April 17	4:00 pm	Menninger Room	
June 19	4:00 pm	Menninger Room	
August 21	4:00 pm	Menninger Room	
October 16	4:00 pm	Menninger Room	
December 18	4:00 pm	Menninger Room	

Friends Board Meeting 2nd Tuesday every other month

Date	Time	Room	Sign Up
January 9	4:00 pm	Menninger Room	
March 12	4:00 pm	Menninger Room	
May 14	4:00 pm	Menninger Room	
July 9	4:00 pm	Menninger Room	
September 10	4:00 pm	Menninger Room	
November 12	4:00 pm	Menninger Room	

Dolly Parton Imagination Library October 2023

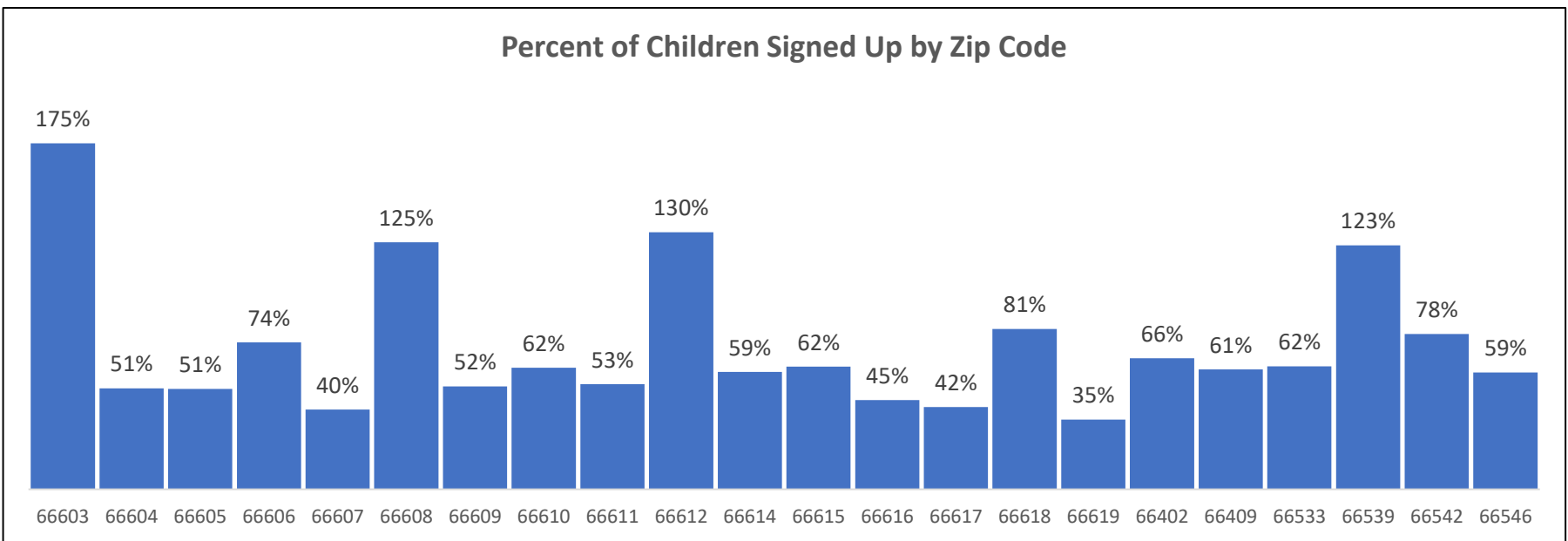
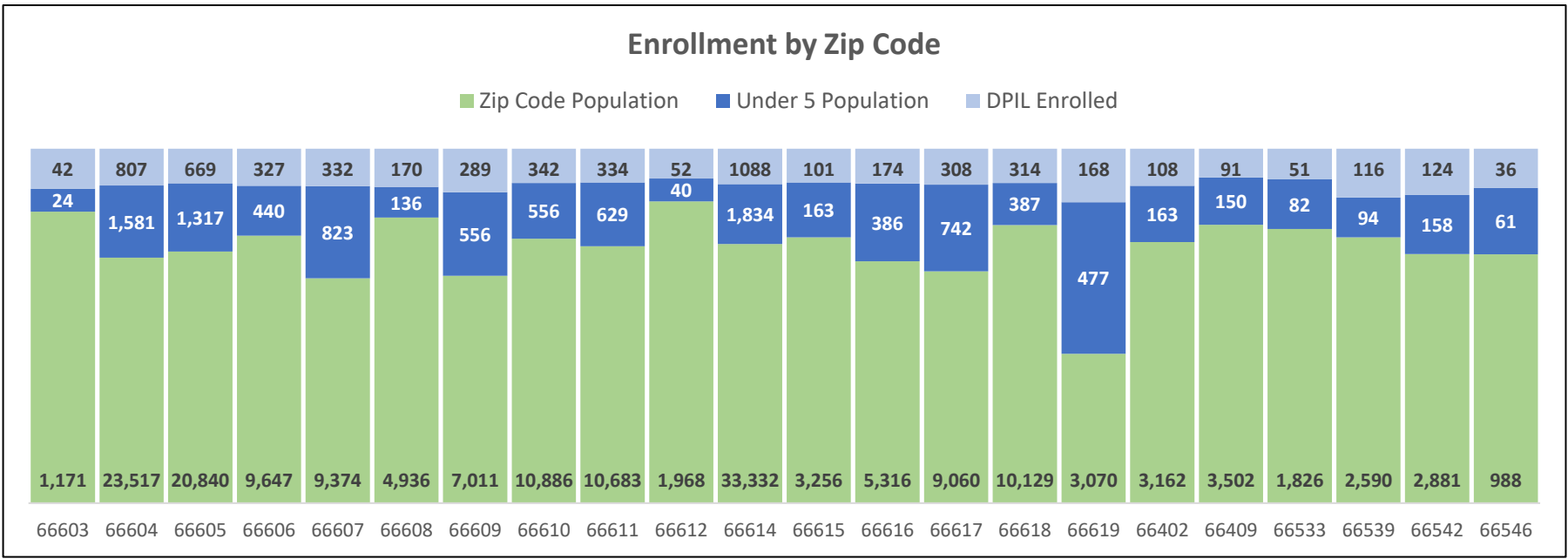
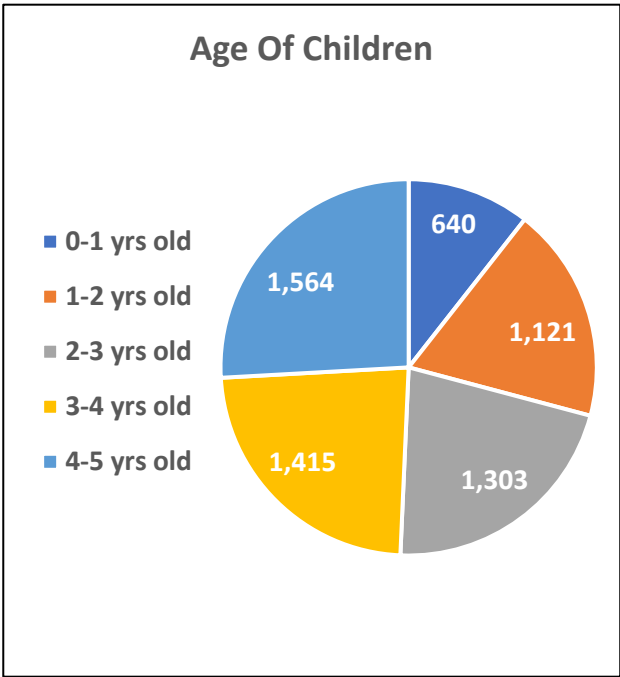
Total Enrolled

6,043



Total Graduated

7,663



Chief of Staff Report

Thad Hartman

November 9, 2023

2024 Projects

At the November meeting I will present an overview of the major projects planned in 2024. The renovation of the Kids Library and the replacement of the Automated Material Handling System are our two largest projects. We will also begin the first phase of renovating staff workspaces.

Kids Library

The largest project and the one that will be the most notable to our customers will be the renovation and remodel of the Kids Library. Since the building expansion was completed in 2002, there have been many efforts to make the Kids Library a more exciting and engaging space for Kids and Teens. Major changes over the last 20 years include the creation of The Edge (2008), installation of an aquarium, (2008), addition of murals on the walls (2014), and the installation of 3D learnscapes (2013), including the dinosaur, school bus, and lighthouse. These efforts have all helped to make the space much more kid friendly. However, most of this work was done in-house and in a somewhat piecemeal manner.

In addition, we now have a better understanding of how kids, teens, and parents use the library and how their needs have evolved over the years. In addition, this project will allow us to have a more cohesive design for the entire space and will also help solve some of the more inherent issues in the space and the way that staff and customers want to use the space.

There is also a portion of the floor near the dinosaur in which the floor has buckled. This will need to be reviewed further with a goal to determine the cause of the buckling and a solution to resolve the issue.

A team of library staff have been working on this project for a few months. This team has been identifying goals and strategies for the space, including updates to our services, collections, and programs and how they function within the Kids Library.

Our team has visited several libraries and children's museums and met with other libraries virtually to gather research. Once the concept for the space is developed, they will begin to meet with our architects to bring these ideas to life. They plan to begin meeting with the architects in January and have a final plan by late summer with an RFP going out in late summer or early fall.



Automated Material Handling System

Last month in the Board Report, Angie and Kelli highlighted the Automated Materials Handling (AMH) System and the fact that it recently processed its 30 millionth item. This system was installed during the expansion of the library in 2001 and at the time was only the third system of its kind in the United

States. Over 20 years later the system has served us well, but it is nearing end-of-life and it is time to upgrade to a newer version.

A new system will be purely electrical as opposed to our current pneumatic system that utilizes an air compressor. Updating the system will make service and repairs easier and less frequent. It will also cut down the noise level in the workroom significantly. Replacing the system will allow us to reconfigure the size and functionality and improve the layout of the circulation workroom.

Staff Spaces

Two areas that have largely gone untouched over the past few years are the lower level and the building at 1020 SW Washburn. These are primarily staff spaces that are in need of updates. We plan to work on these spaces over the next few years. In 2024 we will focus on several smaller changes, such as creating more private spaces for staff and adding some smaller meeting spaces. We will also update some of the furniture and finishes and replace the flooring in the Circulation Workroom when the AMH system is replaced. In future phases we plan to redo the staff restrooms in a similar manner to what we have done with the public restrooms, as well as replace additional flooring and furniture.

Department Highlights

Public Services

Debbie Stanton, Manager

Lower Level Update

We have started doing work in the Lower Level to improve our use of storage and better streamline shared work. I look forward to working with our Facilities crew over the next few years to improve the overall appeal and efficiency of our staff work spaces.

Collaboration Spotlight

The library was recently in the [news](#) and on the [Red Couch](#) for our participation in Apply Kansas, a three-day event across the state focused on providing free applications for undergraduate admissions to the state's public colleges and universities. We are working with KU TRIO Educational Opportunity Center to offer the event. But our connections to KU TRIO started well before this three-day event. In early 2019 TRIO became the first organization we worked with to offer community office hours. This is a win-win, where we're able to offer expert services to our public and organizations are able to reach more people. The office hours with TRIO went so smoothly we decided we could expand it to what it is today. TRIO is a federally funded educational outreach program. The service focuses on high school seniors and adult learners who have a desire to begin, resume, or continue their secondary level education. TRIO meets one-on-one with people from 1-6pm every Tuesday in CoLab E in the Level 2 Tech Center. They help students and families with career and academic guidance and help them fill out the Free Application for Federal Student Aid (FAFSA). We've been so happy to collaborate with TRIO over these past five years!

Public Services

Autumn Friedli, Supervisor – Readers Services

Fall Reading Challenge

Our Fall Reading is “in the books.” In October, 608 people completed the challenge to read three books! Those that completed the challenge received this years collectible pint glass, shown in a picture below. Our next Reading Challenge will be the Winter Reading Challenge in January!

The Bookmark Podcast

Our library's book chat podcast, The Bookmark, is currently recording season 5. The podcast helps readers discover new books to read and learn more about library offerings. We hear that listening to the show feels like having coffee with friends while chatting about books, and weekly episodes are downloaded by hundreds of readers in our community and beyond. Recently, bestselling author Clay McLeod Chapman listened to an episode dedicated to his book, and he was so delighted that he shared it out with his own network of readers with thanks. The Bookmark podcast is one of many ways that we start engaging conversations with readers and authors, sharing book joy and suggestions along the way.

Top City Reads

The Top City Reads Facebook group hosted a reading social on Saturday, October 21st. This gave our group members a chance to meet up with us and other members in person. They could also collect their prizes for completing our fall reading challenge. We had some fun activities for them to do while they were visiting with each other, the origami corner bookmarks were especially enjoyed by crafters of all ages. Participants also had a chance to learn about our group read for October, which was Convenience Store Woman by Sayata Murata and pick up some recipes for items found in Japanese convenience stores. We handed out 72 glasses that day and had over 100 folks stop by to enjoy the festivities.



Red Carpet Outreach

The Red Carpet Team is gamely staying on track with deliveries through the weather changes, sometimes within the day. The dress code for deliveries is “Layers” you never know what the Kansas weather will bring. And the facilities are generally rather warm! This team is amazing in their devotion and dedication to their patrons. We realize how important we are to the people who can’t do for themselves anymore.

One of the “Pets” Freckles, the little spaniel puppy just spent a month with the Memory Care Unit at Plaza West. The nurse said that the residents loved having Freckles spend time with them and she said it seemed that the people liked having the puppy more than the kitten. They are considering asking for a “Pet” of their own after seeing the difference that they make in their resident’s lives. This was exactly what I had hoped would happen with this program.

Public Services

Zan Popp, Supervisor – Information & Learning

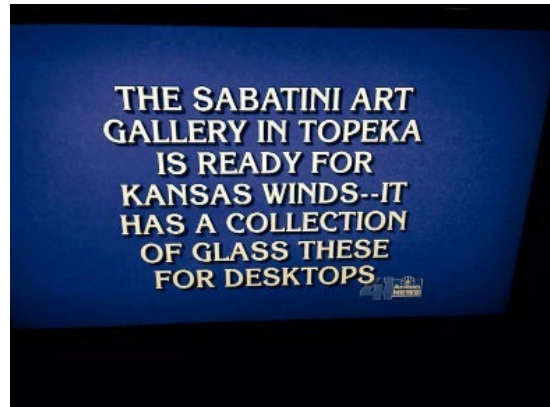
I thought I would start this month's report with a fun fact. Did you know that this month is the 10th anniversary of the library being featured on Jeopardy!?

The Jeopardy Question was...

The Sabatini Art Gallery in Topeka is ready for Kansas Winds – it has a collection of glass these or desktops.

And the Answer is...

What are Paperweights?



Community Connections Librarian

Lissa Staley represented our library at three sessions at the Kansas Library Association Conference in Wichita, November 1-3, 2023:

- She co-presented "Beyond Referrals and in Partnership: How Libraries Can Connect People and Community Services" with Gregg Wamsley from Hutchinson Public Library and Valerie Taylor, Community Impact Coordinator with Reno Connections. The presentation highlighted our unique partnerships with local helping agencies here in Topeka, like the Community Navigators, and helped libraries around the state brainstorm ways to assist their customers locally.
- She presented "How to Offer a Trivia Event in Your Library's Community" by sharing stories from our long-running program's successes and offering our previously used question sets for use by other libraries. This offer to share questions was very well received.
- During the Spark Talks session, she spoke in support of the benefit of Kansas Leadership Center training to individuals and organizations who take advantage of the Transformation grants, which some TSCPL staff have benefited from in recent years through the Kansas Library Association.

Arts & Crafts Team

October is Fiber Arts Month at the library. Every year, we distribute free fiber craft packs in the Sabatini Gallery to give adults an opportunity to have some fun and learn something new. In addition to the packs, we also have weekly in-person craft programs.

This year, our weekly packs featured appliqué on felt, origami, knitting, and wet felting. Each pack came with instructions on how to make a project and the tools and materials needed to complete it. The packs are always very popular, so this year we gave out 100 packs each week, up from 75 each week last year. Some of the comments people shared with staff were:



- "My wife really enjoyed the applique kit! It was the first time she'd sewn anything by hand. She showed her coworkers, too."

- "I love how libraries have changed. This is so cool! I'm really looking forward to this."

Level 2 Tech Center

Our first audio engineering program was a success, with about 6-8 patrons per session learning the essentials of recording, tracking, mixing, and production from professional audio engineer David Taylor.

We had one L2 regular that uses the studios a lot—and he mentioned that he learned much from this class. The instructor even used music the patron created in his lesson as an example—which was really cool! We plan to offer more programs in the future to meet the growing demand.

Alice C. Sabatini Gallery

As we enter the last few weeks of the current exhibit, "DoPiKa," we have welcomed over 4,500 visitors through our doors. Of those visitors, we have given tours to indigenous students from Royal Valley High, Robinson Middle School, and Topeka High, as well as a class of AP Environmental Science and gifted/Title 6 students from Topeka High, and a group of art enthusiasts from Topeka West.

Exhibits like "DoPiKa" are important because they allow indigenous youth to see themselves in our exhibit and to see artists from the region. This exhibit has also allowed our community to learn more about the tribes that called and still call Topeka and Shawnee County home.

Meet Our Newest Gallery Team Member, Laura Anderson

In 2006, Laura graduated from the University of Kansas with a bachelor's in fine arts, emphasis in painting. After KU, she studied graphic design at Johnson County Community College and completed a master's in library and information science at Emporia State University in 2020. Since graduating from KU, Laura has continued to use her free time to create art.



Youth Services

LeAnn Brungardt, Youth Services Supervisor

New Storyteller

Lisa Bebout is our newest Outreach Storyteller. After working briefly in Circulation, she transferred to Youth Service. Because of that she is already familiar with several, policies, and procedures of the library as well as many of the tools we utilize. She has been a quick study and already is out and about with Boomer.

Librarian Updates

Early Childhood Learning Coordinator

Dolly Parton Imagination Library – Sign-Up

The Topeka and Shawnee County Public Library is a local partner for the Dolly Parton Imagination Library. Our involvement includes signing up families with eligible children for the program. Flyers about Dolly Parton's Imagination Library are available in the Kids' Library and through other library services

and programs. In addition, flyers about Dolly Parton’s Imagination Library are also available at the offices of several community partners.

Frequently, a member of our staff represents the library by hosting an informational table at community events. More recently, those tables have been at the Shawnee County Baby Shower (Shawnee County Health Department), Welcome Baby Jubilee (Stormont-Vail Health), and Parent-Teacher Conferences (Shaner Early Learning Academy – Topeka Public Schools). These events provide



opportunities for our staff to promote the library’s programs and services as well as highlight specific initiatives like the Dolly Parton Imagination Library. Staff enjoy sharing information with parents and other professionals as well as signing up eligible families for the Dolly Parton Imagination Library.

Early Childhood Librarian

Baby Bookworms and Halloween Pictures

What started as something fun for our littlest patrons at Baby Bookworms has turned into a library-wide event. Each year a staff photographer takes beautiful pictures of children and their grown-ups in Halloween costumes. This year he took pictures of 140+ children and their families. It is a wonderful service he provides for all our families. This year’s photo shoot took place on the same day as Musical Storytime where we had more than 100 children and grown-ups singing and dancing.



Teen Librarian

First Friday Art

October saw the debut of several of our new monthly programs. One of the ones we were the most excited about was the First Friday program. Our first guest was a local artist and a library employee. Travis came in and spoke about the history and science of photography and our, at times fickle, teens warmed to him. They loved the equipment he brought in and let them experience and they had a great time.

Bring Your Own Book Club

Our monthly **Bring Your Own Book** club had its first meet up, and I honestly didn’t know what to expect. What happened was so much beautiful book discussion from a group of teens that did not really know each other. They not only discussed books they liked and loved, but they also discussed characters and

situations and empathized with the protagonists. They went beyond popular titles and recalled nonfiction books they had read and what they had meant to them. [Check out the book list make from our first meeting here!](#) I am so excited to see what this will become.

Holiday Programming

In the realm of holiday programming, we had two teen pumpkin carving events where a giant mess was made (and cleaned) and creativity bloomed. We designed mugs and sang along to Halloween songs like the *Monster Mash* and kids who had never carved pumpkins before had the opportunity to stick their hands in pumpkin guts. Memories were made and attached to the scent of pumpkin and the sound of laughter. Memories were made and attached to the scent of pumpkin and the sound of laughter.



Community Services

Patrick Berry, Community Services Supervisor

Adventuremobile

The Adventuremobile team had its best month in over a year!!! They checked out over 2,900 items based on our stats. Way to go team!

Parades and Events

The team visited an event at Robinson Middle School Fall Festival on October 12th. It was a good time for everyone!

TSCPL@Home delivery

We had another great month where we checked out over 3400 items. Great job!

Bookmobile

In the month of September, we checked out almost 4,800 items in the shortened month. Another good month circulating items to members of our communities.

Technical Services

Scarlett Fisher-Herreman, Technical Services Manager

Readers Lounge Renovation

To prepare for the renovation of the west wing which will soon be underway, a small, hardworking team of library staff worked to clear the entire wing of materials. A rotating team of 3 staff members worked 2 hours each day before the library opened for 27 days from mid-September to mid-October. In that time, they moved approximately 73,000 items during this first phase of the project. This includes moving items within the east wing and from the west to the east wing. On average, they moved 2,703 books per day or 1,352 books an hour or about 23 books per minute. That is some very speedy book moving! We are now working on finalizing the plans for the next phases of this large project. Some collections will need to temporarily move once more though we're committed to keeping everything accessible to customers throughout the duration of this project.

Circulation Department

Angie Hardy-Foltz & Kelli Smith, Circulation Supervisors

Manhattan Short Film Festival

On October 1 and 6, the Circulation Public Service Specialists (Patrick Abbott, Carrie Cummings, Stephen Ferrell, & Jacob Ziegler) hosted 3 screenings of the Manhattan Short Film Festival. The library was one of more than 500 screening locations for the event this year. Over 50 people attended and individually voted for Best Actor and Best Film among the 10 Finalists.

Global Voting Results

1st Place: *The Stupid Boy*

2nd Place: *Voice Activated*

3rd Place: *Tuulikki*

Best Actor: Aleks Mikic (*Voice Activated*)



Each short film showcased in this year's screenings are eligible for a short film Oscar nomination at the 2024 Academy Awards. Many past Finalists from the Manhattan Short Film Festival have been nominated for an Oscar (*The Present* and *White Eye* from 2020; *Nefta Football Club* from 2019).

Silents in the Cathedral

Circulation Public Service Specialist, Stephen Ferrell, collaborated with Kansas Silent Films Festival, Inc. and Grace Cathedral to organize the 26th Annual Silents in the Cathedral. The event was held in Grace Cathedral on October 27.



This year's feature film was an early Hitchcock silent film, *The Lodger* (1927). Three silent short films were also shown:

The Devil's Assistant (1917)

Felix in Fairyland (1923)

Isn't Life Terrible? (1925)

This program always provides a unique film and live music experience. Musicians Marvin Faulwell and Bob Keckeisen bring these films to life with their performance. Organizers estimated that nearly 475 people attended the event.

Mail Procedures Temporarily Change During Construction Project

The circulation staff has done a wonderful job adjusting to the increased deliveries occurring at the customer service desk during the dock construction project. Jacob Ziegler flexed his problem-solving skills and set up a Teams chat communication channel for circulation to use to notify staff working in technical services and the mailroom when daily shipments are delivered. Technical services staff have done a great job communicating the size of the shipment they expect daily as collection orders are fulfilled. Mailroom associate, Julie Carpenter, has done a great job coordinating delivery times with USPS in the mornings, so library mail and packages continue to be picked up and delivered on a daily basis. Circulation Assistant, Kathy Hagan and the library senior associates (Christina Craver, Donna Casey, Michelle Griffith, and Sandy Patterson) have stepped in for Julie when she is out of the office. Adapting to changes is a valuable skill in any workplace, and it's clear that the circulation team is rising to the occasion. Their flexibility is greatly appreciated.

New Procedure - Issuing Computer Guest Passes

A new procedure on issuing computer guest passes to library visitors was implemented on November 1. Library card holders now can access the library's computers for 5 hours each day and visitors requesting a computer guest pass need to show ID to staff working the customer service desk. Children and teen card holders will have unlimited computer time under this new procedure. The purpose of these changes was to encourage residents to get and use their library card, encourage youth to use the library

and stay the length of time they need to, and have computer usage reflect more accurate data. Over 10,000 guest passes were printed in 2022.

The first week has gone well. Circulation staff did a great job of being proactive. Two weeks before implementation, they started updating regulars on the new procedure. They have been sharing unique customer situations as well to get guidance on how to handle those situations moving forward. Again, this was a big change in procedure for circulation staff and they have adapted beautifully.

Digital Services

David King, Digital Services Director

Computer RFP

In October, the Board approved the library's computer purchase RFP. The computers and monitors are starting to arrive. They are being used in a variety of ways: some are updated staff computers; some are for updating service desk computers; and eight computers are going to The Edge to be used for gaming and other teen-related needs.

New staff intranet website project

Digital Services and Marketing has been working diligently on updating the library's staff intranet. This update will modernize the look of the site and will make the content easier to navigate. It's also much needed on the back-end of the site. Our current plan is to launch the new intranet in December.

Top Web Pages for October 2023

Library Catalog: 2961 Pageviews

1. Services Page: 2520 Pageviews
2. Great Gatsby Discussion Questions: 1668 Pageviews
3. Search: 1453 Pageviews
4. Work at the Library Page: 1431 Pageviews
5. Book and Media Sales: 1163 Pageviews
6. About Page: 1118 Pageviews
7. My Account: 1092 Pageviews
8. Get a Library Card: 1081 Pageviews
9. Meeting Room Page: 846 Pageviews

Social Media Highlights for October 2023

Facebook

- Halloween photo shoot – reached 21,243 people
- Meet a library staffer – reached 15,338 people
- Halloween costumes – reached 7883 people

Instagram

- You can find The Shining – reached 886 people
- Unique Halloween films – reached 579 people
- Topeka’s unusual citizens – reached 533 people

Communications & Marketing Report

November 8, 2023

New Social Media Specialist



We welcome Jayna McFarland to the Topeka and Shawnee County Public Library Communications & Marketing team in a new position leading our Social Media marketing and engagement campaigns. This is a new position for the library and Jayna will execute the library's day-to-day communications, brand management and community engagement via social media. She will also provide leadership in working with the social media team, daily operations associated with communications, creative development, production, measurement and optimization across all social media platforms.

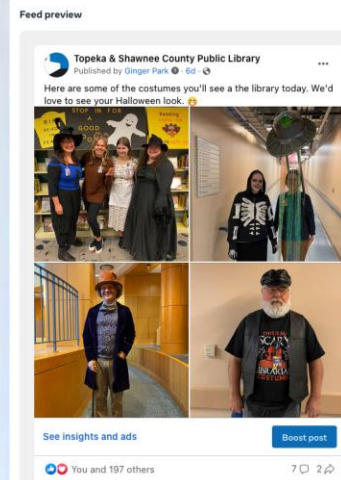
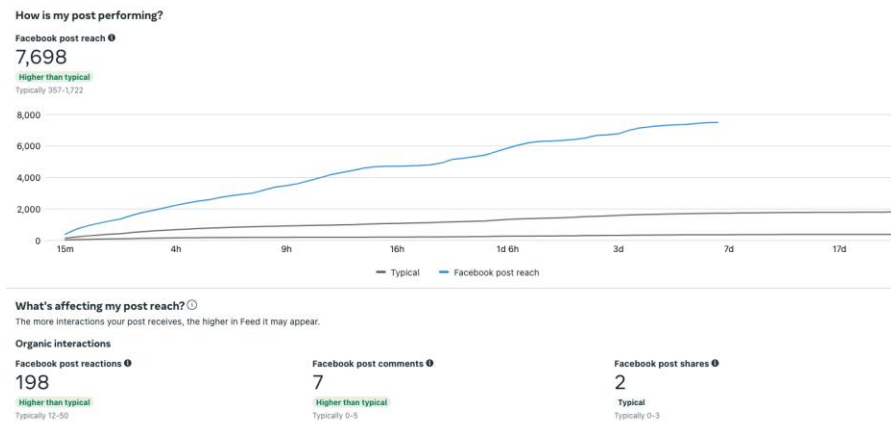
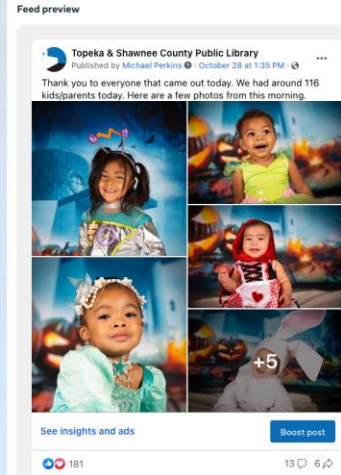
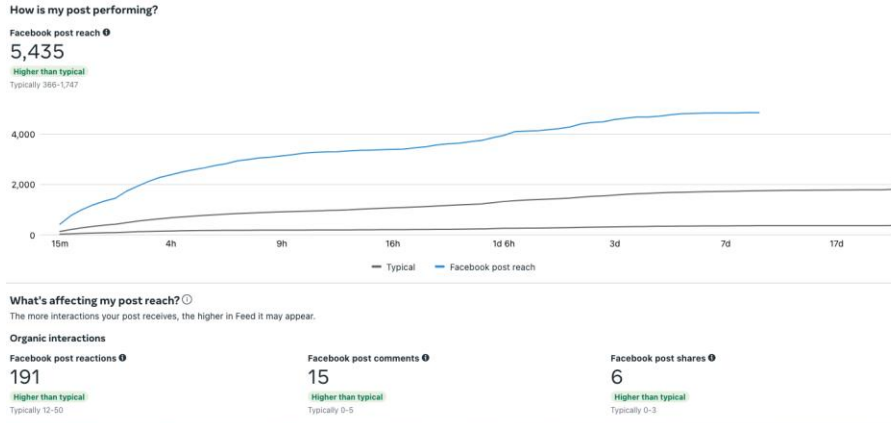
Halloween at the Library

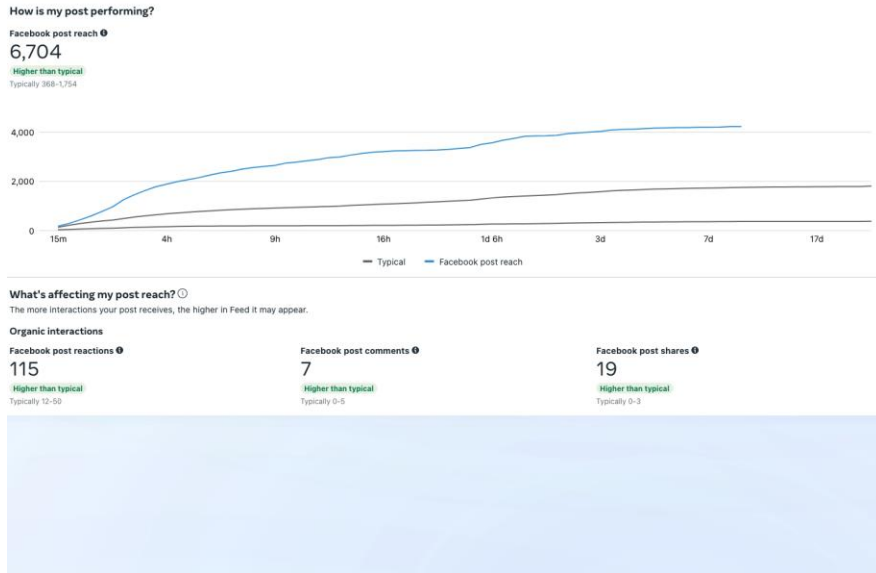


Photographer Michael Perkins captured these cute *Boos* on October 28 with more than 140 families and their kids in costume at the library. Musical Storytime was the main attraction that Saturday, but with the help of Volunteer Coordinator Kari Zimmerman and several volunteers, the photo shoot went smoothly so the kids didn't have to wait too long. Michael shared that

this is one of his favorite things to do at the library because he sees how much it means to families to have a good photo of their children.

Halloween dominated Facebook posts and Meta changed the way they display insights again.





Wayfinding Project Phase 2

2023 is year two in our multi-year plan to improve our customer’s ability to navigate the library building as independently as possible and have branded signage for the purpose of direction identification. In 2023, we developed a comprehensive directional plan using commonly known descriptions that identify what is housed in an area or the activity that occurs there. Four Digital Kiosks were installed on the main (2) and second level (2) providing a color-coded map in English and Spanish that helps with navigation.

The focus in 2024 has been to identify the department sign fixtures, continue develop a consistent directional language and improve accessibility signage. All department signs will be produced in English and Spanish and include an icon that symbolizes the collection or activity in the area. Working with HTK’S Marie Kutina and Madeline Stafford, we plan to complete our work by year’s end with installation early in 2024. After the completion of phase three, we will also have a wayfinding style guide for our organization to use in the future.

Communications & Marketing Team

Diana Friend, C&M director | Jayna McFarland, social media specialist | Ginger Park, communications editor | Karen Watson, graphic designer | Michael Perkins, web administrator & multimedia producer



**Resolution – Loaned Employee Agreement, Friends of the Library
for FY 2024**

**BOARD OF TRUSTEES
November 16, 2023**

**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 2024 as presented.**

Resolution by _____

Seconded by _____

Resolution passed/failed by a vote of _____

Date _____

2024 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 16th day of November 2023.

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, 2024, through December 31, 2024, 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, 2024, and each month thereafter until December 31, 2024, 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: Ruth Nelson, 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

Shawn Leisinger, Chair

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

Christy Molzen, President



**Resolution – Loaned Employee Agreement, The Library Foundation
for FY 2024**

**BOARD OF TRUSTEES
November 16, 2023**

**Be it resolved that the Board of Trustees, Topeka and Shawnee County
Public Library, approves the Foundation Loaned Employee Agreement for
FY 2024 as presented.**

Resolution by _____

Seconded by _____

Resolution passed/failed by a vote of _____

Date _____

2024 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 16th day of November, 2023.

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, 2024 and ending on December 31, 2024 the services of the following support staff:
 - Development professional, and
 - 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: Ashley Charest, 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**

Shawn Leisinger, Chair

The Library Foundation

Kim Patton, Chair



Resolution – Restated and Amended Development & Management Agreement

**BOARD OF TRUSTEES
November 16, 2023**

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

Resolution by _____

Seconded by _____

Resolution passed/failed by a vote of _____

Date _____

**RESTATED AND AMENDED
DEVELOPMENT & MANAGEMENT AGREEMENT**

THIS AGREEMENT, made and entered into this _____~~13th~~ day of December, 20~~23~~~~19~~, by and between the Topeka and Shawnee County Public Library, a Kansas municipal corporation hereinafter referred to as the “Library”; and The Library Foundation, Inc., a Kansas not-for-profit corporation with its principal place of business located at 1020 SW Washburn, Topeka, Kansas, hereinafter referred to as the “Foundation”.

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

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

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

WHEREAS, the Library and Foundation entered into a Development and Management Agreement dated May 15, 2000, which the parties subsequently amended and restated in 2001, 2008, 2011, ~~2017~~ and 201~~9~~~~7~~; and

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

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

ARTICLE I – Premises and Equipment

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

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

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

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

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

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

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

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

ARTICLE II – Taxes

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

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

ARTICLE III – Insurance

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

ARTICLE IV – Operation and Management

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

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

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

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

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

In its management of the Café the Foundation shall:

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

ARTICLE V – Additions

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

ARTICLE VI – Securing Permits

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

ARTICLE VII – Encumbrances Prohibited

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

ARTICLE VIII – Utilities

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

ARTICLE IX – Indemnity

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

ARTICLE X – Access

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

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

ARTICLE XI – Termination

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

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

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

ARTICLE XII – Cooperation

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

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

ARTICLE XIII –Term

The term of this Agreement shall be for the period beginning on January 1, 202~~40~~, and ending on December 31, 202~~51~~, provided however, the Foundation shall have the right to renew this Agreement for an additional two (2) years following the expiration of the original term, provided that the Foundation has substantially complied with all of the terms and conditions of this Agreement.

ARTICLE XIV – Miscellaneous Provisions

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

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

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

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

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

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

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

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

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

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

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

**Topeka and Shawnee County
Public Library**

The Library Foundation, Inc.

~~Liz Post~~Shawn Leisinger, Chair

~~Marilyn Ward~~Kim Patton, Chair

Exhibit “A”

Restated and Amended
Development and Management Agreement Dated ~~December~~ ____, 2020TBD

Breakfast Items

Pastries

Salads and Quiche

Sandwiches

Entrees

Desserts

Assorted beverages

Special catering menus for events served at the Library

**RESTATED AND AMENDED
DEVELOPMENT & MANAGEMENT AGREEMENT**

THIS AGREEMENT, made and entered into this 13th day of December, 2023, by and between the Topeka and Shawnee County Public Library, a Kansas municipal corporation hereinafter referred to as the “Library”; and The Library Foundation, Inc., a Kansas not-for-profit corporation with its principal place of business located at 1020 SW Washburn, Topeka, Kansas, hereinafter referred to as the “Foundation”.

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

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

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

WHEREAS, the Library and Foundation entered into a Development and Management Agreement dated May 15, 2000, which the parties subsequently amended and restated in 2001, 2008, 2011, 2017 and 2019; and

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

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

ARTICLE I – Premises and Equipment

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

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

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

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

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

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

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

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

ARTICLE II – Taxes

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

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

ARTICLE III – Insurance

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

ARTICLE IV – Operation and Management

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

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

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

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

The Foundation shall have the right to remove from the Café and sell or otherwise dispose of any machinery and equipment in which the Foundation owns, which constitutes a part of the Café without the prior written permission of the Library, and even with such written permission, the disposition of machinery and equipment intended in this paragraph shall be only to permit the Foundation to maintain an efficient operation by the removal of such machinery and equipment no longer suitable to the Foundation's operation of the Café.

In its management of the Café the Foundation shall:

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

ARTICLE V – Additions

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

ARTICLE VI – Securing Permits

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

ARTICLE VII – Encumbrances Prohibited

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

ARTICLE VIII – Utilities

All utilities and utility services other than long distance telephone charges used by the Foundation in connection with the operation and use of the Café shall be paid for by the Library and shall be contracted for by the Library in its name and at its sole cost and expense. The Foundation shall ensure that the salutation, "Millennium Café," shall be used when answering the telephone.

ARTICLE IX – Indemnity

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

ARTICLE X – Access

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

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

ARTICLE XI – Termination

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

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

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

ARTICLE XII – Cooperation

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

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

ARTICLE XIII –Term

The term of this Agreement shall be for the period beginning on January 1, 2024, and ending on December 31, 2025, provided however, the Foundation shall have the right to renew this Agreement for an additional two (2) years following the expiration of the original term, provided that the Foundation has substantially complied with all of the terms and conditions of this Agreement.

ARTICLE XIV – Miscellaneous Provisions

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

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

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

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

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

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

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

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

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

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

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

**Topeka and Shawnee County
Public Library**

The Library Foundation, Inc.

Shawn Leisinger, Chair

Kim Patton, Chair

Exhibit “A”

Restated and Amended
Development and Management Agreement Dated TBD

Breakfast Items

Pastries

Salads and Quiche

Sandwiches

Entrees

Desserts

Assorted beverages

Special catering menus for events served at the Library



Resolution – Memorandum of Understanding, Kansas Children’s Discovery Center Pass Program

**BOARD OF TRUSTEES
November 16, 2023**

Be it resolved that the Topeka and Shawnee County Public Library Board of Trustees adopts the Kansas Children’s Discovery Center Pass program as presented.

Background information

Since 2015, the library has engaged with the Kansas Children’s Discovery Center (KCDC) in purchasing passes to be borrowed for our customers to access the center free of charge. The goal of the program is to offer to our community opportunities to visit the early learning rich center. Many community members are not able to visit due to a financial limitation. The library passes allow free admission to two adults and up to five children.

The Pass program continues to be a popular resource which we offer to families, and it directly supports our Community Impact Goal (CIG) Every Child is Ready for Kindergarten.

Resolution by _____

Seconded by _____

Resolution passed/failed by a vote of _____

Date _____

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding hereinafter referred to as the "Agreement," is made on this ____ day of November, 2023 by and between the Topeka & Shawnee County Public Library, a Kansas municipal corporation hereinafter referred to as the "Library;" and The Kansas Children's Discovery Center, Inc., a Kansas non-profit corporation hereinafter referred to as "KCDC."

WHEREAS, the Library provides library and other public services to children, teens and adults; and

WHEREAS, the Library, by and through its board of trustees, desires to further its public services by providing to the general public access to KCDC and its programs located in facilities operated by KCDC upon the terms and conditions hereinafter set forth; and

WHEREAS, KCDC agrees and supports the Library's desire to further its public services by providing to the general public access to KCDC and its programs located in facilities operated by KCDC upon the terms and conditions hereinafter set forth;

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

ARTICLE I - Term

The term of this Agreement shall be for the period beginning on January 1, 2024, and ending on December 31, 2024. Notwithstanding the foregoing sentence, this Agreement will be renewed for additional one-year terms beginning January 1, 2025, unless either the Library or KCDC provides the other written notice of non-renewal on or before October 1, of the then-existing term.

ARTICLE II - Passes

The Library, in furtherance of its public purposes, shall remit payment to KCDC in the amount of Twenty Five Thousand Dollars (\$25,000.00) annually for the purpose of providing admission passes (hereinafter referred to as "Passes") free of charge to its customers.

The Passes shall at all times be issued in the name of the Library. During the initial term and any subsequent renewal terms of this Agreement, the Passes shall remain the sole property of the Library.

The Library shall make the Passes available free of charge to its customers. The Passes shall be checked-out from the Library using its internal ticketing system. Circulation of the Passes shall be subject to the rules established by the Library's Board of Trustees and the procedures established by the Library.

In the event that the aggregate value of all KCDC Passes provided by the Library in a given year appears likely to exceed twenty-five thousand dollars (\$25,000), the parties shall meet and confer in good faith to reassess the established ticketing rules.

ARTICLE III - Services

KCDC agrees to permit the same access to its facilities and programs to Library customers who present the Passes as to other holders of KCDC membership passes. It is understood by the Library and KCDC that Library customers presenting the Passes shall be subject to all the rules, regulations and policies of KCDC while using its services, programs and facilities.

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

- a. circulate the Passes to its customers pursuant to its rules and policies;
- b. promote use of the Passes to its customers;
- c. make KCDC promotional materials available for distribution at the Library and other locations as the Library deems appropriate; and
- d. promote KCDC Passes in Library marketing materials.

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

- a. access to Library customers who have checked out the Passes to KCDC facilities;
- b. make Library promotional materials available for distribution at KCDC as KCDC deems appropriate; and
- c. promote Library Passes in KCDC marketing materials.

ARTICLE IV - Cooperation

Representatives of the Library and KCDC agree to meet as necessary to discuss circulation and uses of the Passes.

ARTICLE V - Termination

Upon termination of this Agreement the Library's rights to the Passes shall cease, and the Library shall discontinue circulation of the Passes immediately.

ARTICLE VI - 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 Southwest Tenth Avenue, Topeka, Kansas 66604, or at such other address as the Library from time to time may designate in writing to KCDC; and (b) if to KCDC, if hand-delivered to its executive director or if a copy be mailed first class, postage prepaid to the executive director, 4400 SW Tenth Avenue, Topeka, Kansas 66604,

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

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

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

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

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

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

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

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

NO partnership or agency. Nothing herein contained shall be construed or held to make the Library a partner, joint venture, member or associate of KCDC 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 authorized the undersigned to execute this Agreement on behalf of their respective entity.

Topeka and Shawnee County Public Library

The Kansas Children’s Discovery Center

Kim Strube, Chief Financial Officer

Dené Mosier, Executive Director



Resolution – Memorandum of Understanding, Friends of the Zoo Pass Program

**BOARD OF TRUSTEES
November 16, 2023**

Be it resolved that the Topeka and Shawnee County Public Library Board of Trustees adopts the Friends of the Zoo Pass program as presented.

Background information

Since May 2018, the library has engaged with the Topeka Zoo in providing five passes to be borrowed for our customers to visit the Zoo free of charge. The goal of the program is to offer to our customers opportunities to visit the Zoo, learning rich facility. Many community members are not able to visit due to a financial limitation. The library passes are borrowed like a book or online resource and allow free admission to two adults and up to four children.

The Pass program has been a very popular resource which we offer to families, and it directly supports the Community Impact Goal (CIG) Everyone will discover their passion for learning.

Resolution by _____

Seconded by _____

Resolution passed/failed by a vote of _____

Date _____

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding hereinafter referred to as the "Agreement," is made on this ____ day of November, 2023 by and between the Topeka & Shawnee County Public Library, a Kansas municipal corporation hereinafter referred to as the "Library;" and Friends of the Topeka Zoo Inc., a Kansas non-profit corporation hereinafter referred to as the "Zoo."

WHEREAS, the Library provides library and other public services to children, teens and adults; and

WHEREAS, the Library, by and through its board of trustees, desires to further its public services by providing to the general public access to the Zoo and its programs located in facilities operated by the Zoo upon the terms and conditions hereinafter set forth; and

WHEREAS, the Zoo agrees and supports the Library's desire to further its public services by providing to the general public access to the Zoo and its programs located in facilities operated by the Zoo upon the terms and conditions hereinafter set forth;

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

ARTICLE I - Term

The term of this Agreement shall be for the period beginning on January 1, 2024, and ending on December 31, 2024. Notwithstanding the foregoing sentence, this Agreement will be renewed for additional one-year terms beginning January 1, 2025, unless either the Library or the Zoo provides the other written notice of non-renewal on or before October 1, of the then-existing term.

ARTICLE II - Passes

The Library, in furtherance of its public purposes, shall remit payment to the Zoo in the amount of Twenty Five Thousand Dollars (\$25,000.00) annually for the purpose of providing admission passes (hereinafter referred to as "Passes") free of charge to its customers, subject to the rules established by the Library's Board of Trustees and the procedures established by the Library.

The Passes shall at all times be issued in the name of the Library. During the initial term and any subsequent renewal terms of this Agreement, the Passes shall remain the sole property of the Library.

The Library shall make the Passes available free of charge to its customers. The Passes shall be checked-out from the Library using its internal ticketing system. Circulation of the Passes shall be subject to the rules established by the Library's Board of Trustees and the procedures established by the Library.

In the event that the aggregate value of all Zoo Passes provided by the Library in a given year appears likely to exceed twenty-five thousand dollars (\$25,000), the parties shall meet and confer in good faith to reassess the established ticketing rules.

ARTICLE III - Services

The Zoo agrees to permit the same access to its facilities and programs to Library customers who present the Passes as to other holders of the Zoo membership passes. It is understood by the Library and the Zoo that Library customers presenting the Passes shall be subject to all the rules, regulations and policies of the Zoo while using its services, programs and facilities.

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

- a. circulate the Passes to its customers pursuant to its rules and policies;
- b. promote use of the Passes to its customers;
- c. make Zoo promotional materials available for distribution at the Library and other locations as the Library deems appropriate;
- d. promote the Zoo Passes in Library marketing materials; and
- e. promote the Zoo Passes on the book mobiles in at-risk neighborhoods.

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

- a. access to Library customers who have checked out the Passes to the Zoo facilities;
- b. make Library promotional materials available for distribution at the Zoo as the Zoo deems appropriate; and
- c. promote Library Passes in the Zoo marketing materials.

ARTICLE IV - Cooperation

Representatives of the Library and the Zoo agree to meet as necessary to discuss circulation and uses of the Passes.

ARTICLE V - Termination

Upon termination of this Agreement the Library's rights to the Passes shall cease, and the Library shall discontinue circulation of the Passes immediately.

ARTICLE VI - 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 of staff, or chief financial officer; or if a copy be mailed first class, postage prepaid to the chief executive officer, 1515 Southwest Tenth Avenue, Topeka, Kansas 66604, or at such other address as the Library from time to time may designate in writing to the Zoo; and (b) if to the Zoo, if hand-delivered to its chief executive officer or if a copy be mailed first class, postage prepaid to the chief executive officer, 635 Southwest Gage Boulevard, Topeka, Kansas 66606,

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

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

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

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

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

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

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

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

NO partnership or agency. Nothing herein contained shall be construed or held to make the Library a partner, joint venture, member or associate of the Zoo 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 authorized the undersigned to execute this Agreement on behalf of their respective entity.

Topeka and Shawnee County Public Library

Friends of the Topeka Zoo Inc.

Kim Strube, Chief Financial Officer

Fawn Moser, Interim Zoo Director

2023													2023	2022 % Change	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	YTD	YTD
Net Promoter Score (NPS)															
Monthly NPS	84.3	86	78.9	88.4	84.1	89.7	86.7	83.2	92.5	87			86.5	91.9	-5.9%
Monthly # of Responses	51	57	57	43	44	29	31	133	149	92			686	770	-10.9%
Current NPS	86.3	86.3	86.2	86.2	86.2	86.2	86.2	86.1	86.4	86.4			86.4	86.3	0.1%
GATE COUNT	36,300	34,452	40,310	37,110	36,461	41,846	39,304	40,588	36,467	40,441			383,279	291,586	31.4%
CIRCULATION*															
Main Library															
TSCPL Curbside	2,150	1,673	1,528	1,372	1,509	1,577	1,369	1,505	1,429	1,300			15,412	29,735	-48.2%
Circulation Desk & Renewals	34,106	33,202	40,449	53,845	37,900	40,280	44,889	42,334	39,103	38,315			404,423	361,170	12.0%
Interlibrary Loan	1,209	939	1,350	1,056	1,227	1,270	1,272	1,280	1,149	1,150			11,902	11,900	0.0%
Self-Check	45,595	40,053	44,909	25,083	45,147	52,507	51,944	48,767	42,050	41,651			437,706	464,164	-5.7%
Bookmobile															
TSCPL@Home	6,631	5,790	7,039	6,796	5,421	7,751	7,416	5,324	5,604	7,692			65,464	56,565	15.7%
TSCPL@Home	3,388	3,207	3,500	2,927	3,384	3,406	3,434	3,453	3,139	3,420			33,258	30,937	7.5%
Red Carpet															
Red Carpet	4,994	4,576	5,089	4,616	5,101	4,599	4,656	5,107	4,452	5,045			48,235	51,510	-6.4%
Digital Downloads															
Digital Downloads	55,686	49,990	52,903	50,870	55,393	54,498	57,509	56,941	53,696	54,433			541,919	510,920	6.1%
Library @ Work / Smartlocker															
Library @ Work / Smartlocker	1,390	1,450	1,679	1,635	1,604	1,503	1,433	1,354	1,358	1,536			14,942	14,256	4.8%
TOTAL CIRCULATION	155,149	140,880	158,446	148,200	156,686	167,391	173,922	166,065	151,980	154,542	-	-	1,573,261	1,531,157	2.7%
* Includes first-time checkouts and renewals															
FIRST-TIME CHECKOUTS	60,769	53,727	64,525	56,151	60,094	69,508	67,996	63,513	55,305	57,519			609,107	604,991	0.7%
CIRCULATION DETAILS															
Print Material															
Print Material	65,568	60,201	72,556	63,755	65,511	75,574	77,842	70,794	63,240	63,923	-	-	678,964	671,024	1.2%
Audio/Visual Material															
Audio/Visual Material	26,904	24,517	30,057	26,885	29,089	30,468	31,620	32,048	28,679	28,759	-	-	289,026	295,548	-2.2%
Adult Materials															
Adult Materials	52,264	47,370	56,738	50,065	51,955	53,930	56,024	55,997	50,571	50,491	-	-	525,405	541,780	-3.0%
Children's Materials															
Children's Materials	30,779	28,685	35,569	31,477	33,110	41,438	42,931	36,423	32,354	32,912	-	-	345,678	332,508	4.0%
Young Adult Materials															
Young Adult Materials	2,851	2,561	3,290	3,065	3,295	3,940	3,679	3,533	2,798	2,855	-	-	31,867	29,898	6.6%
Red Carpet Materials															
Red Carpet Materials	6,543	6,078	6,993	6,013	6,217	6,663	6,736	6,814	6,134	6,355	-	-	64,546	62,072	4.0%
NEW Patrons															
Topeka / Shawnee County															
Adults															
Adults	752	543	693	593	593	718	749	699	704	569			6,613	5,007	32.1%
Children (ages 17 and under)															
Children (ages 17 and under)	165	126	200	168	190	303	189	162	214	116			1,833	1,490	23.0%
Red Carpet Outreach															
Red Carpet Outreach	11	13	17	27	6	7	8	11	10	11			121	75	61.3%
NEKL															
NEKL	48	33	53	35	56	61	51	32	42	42			453	853	-46.9%
Non-Resident															
Non-Resident	2	1	0	0	1	1	0	3	0	1			9	9	0.0%
Total New Registrations	978	716	963	823	846	1,090	997	907	970	739	-	-	9,029	7,434	21.5%
PATRONS DELETED	135	83	1,081	453	351	199	193	1,326	115	287			4,223	4,002	5.5%
Cardholders															
Topeka / Shawnee County															
Adults															
Adults	60,506	60,963	60,832	61,101	61,571	62,263	62,649	63,297	64,045	64,319			64,319	59,695	7.7%
Children (age 0 - 17)															
Children (age 0 - 17)	14,844	14,881	14,883	14,979	15,061	15,248	15,244	15,238	15,381	15,405			15,405	14,809	4.0%
TSCPL @ School															
TSCPL @ School	27,796	27,850	27,847	27,858	27,857	27,851	27,851	28,644	28,644	33,131			33,131	27,781	19.3%
Red Carpet Outreach															
Red Carpet Outreach	1,259	1,277	1,282	1,312	1,323	1,319	1,326	1,347	1,362	1,375			1,375	1,252	9.8%
NEKL															
NEKL	8,615	8,752	8,596	8,733	8,851	8,915	9,327	9,507	9,527	9,499			9,499	8,563	10.9%
Non-Resident															
Non-Resident	102	105	108	108	108	109	106	108	108	104			104	100	4.0%
Delinquent															
Delinquent	92	93	89	93	94	104	103	100	96	105			105	97	8.2%
TOTAL CARDHOLDERS	113,214	113,921	113,637	114,184	114,865	115,809	116,606	118,241	119,163	123,938	-	-	123,938	112,297	10.4%

Active Cardholders (Savannah)														
Non-Student Cardholders	48,826	49,277	49,824	50,604	51,043	52,184	52,738	52,981	53,218	53,429		53,429	47,782	11.8%
Student Cardholders	5,151	5,225	5,196	4,793	4,621	4,582	4,577	4,497	4,419	7,617		7,617	5,053	50.7%
TOTAL ACTIVE CARDHOLDERS	53,997	54,502	55,020	55,397	55,664	56,766	57,315	57,478	57,637	61,046		61,046	52,835	15.5%

	2023												2022 YTD	Change 22 TO 23%	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			Total
Unique Borrowers															
Physical	7,918	7,378	6,244	7,353	7,008	8,550	8,145	7,710	7,560	8,095			23,739	23,386	1.5%
Digital	9,362	9,081	8,681	9,115	9,141	9,464	9,636	9,687	9,897	9,448			18,108	17,671	2.5%
Both	1,442	1,337	1,142	1,345	1,296	1,630	1,579	1,528	1,481	1,308			6,209	6,112	1.6%
TOTAL UNIQUE BORROWERS	15,838	15,122	13,783	15,123	14,853	16,384	16,202	15,869	15,976	16,235	-	-	35,638	34,945	2.0%
Holds Satisfied	15,683	13,273	15,285	12,642	14,713	14,587	14,297	15,383	13,649	13,825			143,337	147,559	-2.9%
TOTAL CHECK-IN	58,606	54,105	62,308	58,055	60,058	63,325	69,204	66,776	56,220	57,782			606,439	599,240	1.2%
COLLECTION															
Materials Added	2,954	3,009	3,458	3,008	3,720	2,798	2,486	3,691	2,737	2,963			30,824	33,578	-8.2%
Materials Discarded	3,426	3,253	3,919	2,734	3,716	3,967	3,750	2,469	4,786	3,219			35,239	44,209	-20.3%
TOTAL COLLECTION	354,141	353,897	353,436	353,710	353,714	352,545	351,281	352,503	350,454	350,198	350,198	350,198	350,198	354,613	-1.2%
WEBSITE															
tscpl.org Unique Visitors	42,341	37,490	41,979	39,871	39,877	34,855	33,813	31,340	31,225	30,767			363,558	370,764	-1.9%
tscpl.org Total Visits	66,457	56,800	64,097	60,709	61,464	57,484	57,553	52,324	49,158	49,825			575,871	570,486	0.9%
catalog.tscpl Unique Visitors	19,102	26,553	18,220	16,256	15,664	17,514	17,156	19,687	20,343	19,584			190,079	181,946	4.5%
catalog.tscpl Total Visits	43,041	46,248	41,322	36,448	36,027	39,532	43,180	50,259	52,590	52,577			441,224	397,624	11.0%
COMPUTER USE															
MiFi Hotspot Data Usage (TB)													0	1.41	-100.0%
Public Computer Sessions	8,100	7,644	9,105	7,853	8,074	8,965	8,688	8,388	7,651	8,556			83,024	73,302	13.3%
Avg Public Computer Session Length (Minutes)	0:55:24	0:55:25	0:52:24	0:55:54	0:54:35	0:54:00	0:58:00	0:55:20	0:57:26	0:55:07			0:55:22	0:51:07	8.3%
Total Computer Hours	7,480	7,062	7,953	7,317	7,345	8,144	8,382	7,738	7,326	7,860			76,607	62,444	22.7%
Wireless Sessions	29,530	31,186	31,670	32,236	32,555	36,389	37,949	33,639	34,752	29,448			329,354	272,568	20.8%
Avg Wireless Session Length (Minutes)	0:13:00	0:13:00	0:14:00	0:14:00	0:12:00	0:13:00	0:12:00	0:14:00	0:13:00	0:13:00			0:13:30	0:13:20	1.2%
Total Wireless Hours	6,480	7,003	7,576	7,881	6,629	8,108	8,005	7,900	7,966	6,549			74,097	60,597	22.3%
TOTAL HOURS	13,960	14,065	15,529	15,198	13,974	16,252	16,387	15,638	15,292	14,409	-	-	150,704	123,041	22.5%
NOTARY SERVICE	137	136	128	104	126	150	148	242	115	108			1,394	1,237	12.7%
REFERENCE QUESTIONS															
Public Services	15,302	13,974	17,391	15,014	16,036	17,973	18,401	17,682	15,653	17,269	-	-	164,695	104,441	57.7%
Media	2,011	1,685	2,324	1,668	1,895	1,928	1,857	1,871	1,395	1,772			18,406	36,544	-49.6%
Call Center	4,656	4,310	5,149	3,842	4,337	3,986	4,074	4,150	3,292	3,890			41,686	41,776	-0.2%
Stacks/Team RM (New and Novel)	1,506	1,532	1,658	1,381	1,789	2,097	2,127	2,095	1,831	2,394			18,410	6,277	193.3%
Topeka Room	559	613	789	532	527	710	676	808	610	668			6,492	3,358	93.3%
Gallery	232	132	266	281	196	389	252	146	190	349			2,433	2,233	9.0%
L2TC	5,813	5,350	6,674	6,896	6,929	8,407	9,009	8,150	7,994	7,788			73,010	10,355	605.1%
LibAnswers	525	352	531	414	363	456	406	462	341	408			4,258	3,898	9.2%
Plaza**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Youth Services	5,324	3,559	5,066	4,461	5,022	7,727	5,676	4,373	3,304	4,727			49,239	30,365	62.2%
TOTAL REFERENCE QUESTIONS	20,626	17,533	22,457	19,475	21,058	25,700	24,077	22,055	18,957	21,996	0	0	213,934	134,806	58.7%

	2023												2023 YTD	2022 YTD	% Change
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
MEETING ROOMS															
Meeting Room Bookings	388	406	532	470	508	460	419	401	439	546			4,569	3,948	15.7%
Team Room Bookings	815	776	876	723	805	678	784	802	766	826			7,851	8,564	-8.3%
L2TC Bookings	663	697	823	677	684	680	580	579	669	714			6,766	693	876.3%
Total Meeting Room Hours Booked	4,281	4,428	5,551	4,442	4,915	4,357	4,162	4,116	4,307	5,073			45,632	30,845	47.9%
TOTAL ATTENDANCE	5,041	5,445	6,848	5,741	6,932	4,387	3,915	5,690	4,974	5,491			54,464	36,680	48.5%
LEARN & PLAY BUS VISITS	134	139	120	136	195	146	94	75	107	115			1,261	971	29.9%
PROGRAM ATTENDANCE															
Adult - General	1,105	876	1,279	2,012	1,701	2,428	1,666	1,156	2,378	1,766			16,367	15,273	7.2%
Kids - Early Learners	480	531	486	669	554	549	456	501	2,376	470			7,072	7,058	0.2%
Kids - Elementary	432	340	287	143	279	2,107	1,288	13	704	426			6,019	7,540	-20.2%
Teens	275	267	80	100	79	95	282	21	78	66			1,343	5,550	-75.8%
Unknown	711	412	1,203	2,588	180	3,955	8,924	1,599	3,872	803			24,247	1,595	1420.2%
Outreach	4,073	2,586	2,465	2,496	2,251	2,131	645	26	2,870	3,608			23,151	1,735	1234.4%
TOTAL ATTENDANCE	7,076	5,012	5,800	8,008	5,044	11,265	13,261	3,316	12,278	7,139	-	-	78,199	38,751	101.8%
GALLERY ATTENDANCE	2,413	1,543	2,678	1,564	1,311	6,567	5,215	2,144	1,843	2,650			27,928	22,322	25.1%
DOLLY PARTON ENROLLMENT	5,807	5,824	5,837	5,790	5,761	5,741	5,927	5,992	6,002	6,043			6,043	5,778	4.6%

	2023												2022 YTD	% Change YTD			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
CIRCULATION DETAILS																	
Print Material																	
Adult Fiction	13,133	11,699	14,140	12,217	12,460	13,684	14,007	13,670	12,409	12,317			129,736	131,761	-1.5%		
Adult Nonfiction	16,177	14,628	16,325	14,407	14,654	14,829	15,664	15,160	13,890	13,834			149,568	158,418	-5.6%		
Juvenile Fiction	20,386	18,906	23,690	21,229	22,408	28,136	28,802	24,323	21,159	21,279			230,318	222,626	3.5%		
Juvenile Nonfiction	5,692	5,542	6,992	5,874	5,648	7,418	7,926	6,478	6,115	6,574			64,259	57,966	10.9%		
Magazines	803	796	1,139	966	846	934	1,050	846	751	724			8,855	8,474	4.5%		
RC Print Materials	6,450	6,010	6,911	5,926	6,143	6,560	6,618	6,701	6,033	6,247			63,599	61,162	4.0%		
RC Realia	93	68	82	87	74	103	118	113	101	108			947	910	4.1%		
YA Print Materials	2,834	2,552	3,277	3,049	3,278	3,910	3,657	3,503	2,782	2,840			31,682	29,707	6.6%		
PRINT CIRCULATION	65,568	60,201	72,556	63,755	65,511	75,574	77,842	70,794	63,240	63,923	-	-	678,964	671,024	1.2%		
Audio / Visual Material																	
MiFi Hotspots	35	24	23	20	23	71	92	75	62	69			494	314	57.3%		
Adult Audiobooks	1,735	1,514	1,725	1,515	1,697	1,597	1,714	1,533	1,501	1,455			15,986	19,204	-16.8%		
Adult Music	1,879	1,676	2,222	2,143	2,143	2,074	1,918	2,341	2,185	2,333			20,914	22,023	-5.0%		
Adult Videos / DVDs	18,537	17,057	21,187	18,817	20,155	20,812	21,671	22,447	19,835	19,828			200,346	201,900	-0.8%		
Juvenile Audiobooks	272	230	305	252	323	356	382	304	266	267			2,957	3,091	-4.3%		
Juvenile Music	221	177	215	191	215	276	291	218	208	192			2,204	2,218	-0.6%		
Juvenile Videos / DVDs	4,208	3,830	4,367	3,931	4,516	5,252	5,530	5,100	4,606	4,600			45,940	46,607	-1.4%		
YA A/V	17	9	13	16	17	30	22	30	16	15			185	191	-3.1%		
A/V CIRCULATION	26,904	24,517	30,057	26,885	29,089	30,468	31,620	32,048	28,679	28,759	-	-	288,532	295,234	-2.3%		
Adult Material																	
Adult Fiction	13,133	11,699	14,140	12,217	12,460	13,684	14,007	13,670	12,409	12,317	-	-	129,736	131,761	-1.5%		
Magazines	803	796	1,139	966	846	934	1,050	846	751	724	-	-	8,855	8,474	4.5%		
Adult Audiobooks	1,735	1,514	1,725	1,515	1,697	1,597	1,714	1,533	1,501	1,455	-	-	15,986	19,204	-16.8%		
Adult Music	1,879	1,676	2,222	2,143	2,143	2,074	1,918	2,341	2,185	2,333	-	-	20,914	22,023	-5.0%		
Adult Videos / DVDs	18,537	17,057	21,187	18,817	20,155	20,812	21,671	22,447	19,835	19,828	-	-	200,346	201,900	-0.8%		
ADULT CIRCULATION	52,264	47,370	56,738	50,065	51,955	53,930	56,024	55,997	50,571	50,491	-	-	525,405	541,780	-3.0%		
Juvenile Material																	
Juvenile Fiction	20,386	18,906	23,690	21,229	22,408	28,136	28,802	24,323	21,159	21,279	-	-	230,318	222,626	3.5%		
Juvenile Nonfiction	5,692	5,542	6,992	5,874	5,648	7,418	7,926	6,478	6,115	6,574	-	-	64,259	57,966	10.9%		
Juvenile Audiobooks	272	230	305	252	323	356	382	304	266	267	-	-	2,957	3,091	-4.3%		
Juvenile Music	221	177	215	191	215	276	291	218	208	192	-	-	2,204	2,218	-0.6%		
Juvenile Videos / DVDs	4,208	3,830	4,367	3,931	4,516	5,252	5,530	5,100	4,606	4,600	-	-	45,940	46,607	-1.4%		
JUVENILE CIRCULATION	30,779	28,685	35,569	31,477	33,110	41,438	42,931	36,423	32,354	32,912	-	-	345,678	332,508	4.0%		
Red Carpet Material																	
RC Print Materials	6,450	6,010	6,911	5,926	6,143	6,560	6,618	6,701	6,033	6,247	-	-	63,599	61,162	4.0%		
RC Realia	93	68	82	87	74	103	118	113	101	108	-	-	947	910	4.1%		
RED CARPET CIRCULATION	6,543	6,078	6,993	6,013	6,217	6,663	6,736	6,814	6,134	6,355	-	-	64,546	62,072	4.0%		
Young Adult Material																	
YA Print Materials	2,834	2,552	3,277	3,049	3,278	3,910	3,657	3,503	2,782	2,840	-	-	31,682	29,707	6.6%		
YA A/V	17	9	13	16	17	30	22	30	16	15	-	-	185	191	-3.1%		
YOUNG ADULT CIRCULATION	2,851	2,561	3,290	3,065	3,295	3,940	3,679	3,533	2,798	2,855	-	-	31,867	29,898	6.6%		
Overdrive																	
Overdrive	37,886	33,441	36,136	34,909	37,303	37,770	39,887	38,562	38,067	38,444			372,405	354,372	5.1%		
Hoopla	16,568	15,614	15,865	15,130	16,965	15,904	16,806	17,569	14,834	15,077			160,332	144,999	10.6%		
Flipster	1,232	935	902	831	1,125	824	816	810	795	912			9,182	11,549	-20.5%		
DIGITAL DOWNLOADS	55,686	49,990	52,903	50,870	55,393	54,498	57,509	56,941	53,696	54,433	-	-	541,919	510,920	6.1%		
Adult ebook Fiction	18,416	16,406	17,700	16,587	17,447	17,716	19,154	18,331	17,659	17,498			176,914	175,541	0.8%		
Adult ebook Nonfiction	4,100	3,656	3,530	3,507	3,675	3,455	3,567	3,575	3,463	3,507			36,035	35,819	0.6%		
Adult digital audiobooks	21,923	19,404	20,964	20,564	22,239	21,944	23,034	23,199	21,769	22,364			217,404	187,770	15.8%		
Juvenile ebook Fiction	1,948	1,536	1,523	1,394	1,608	1,546	1,652	1,642	1,652	1,565			16,066	15,784	1.8%		
Juvenile ebook Nonfiction	296	239	269	245	260	223	212	198	237	235			2,414	2,492	-3.1%		
Juvenile digital audiobooks	2,319	1,942	2,107	2,024	2,293	2,178	2,278	2,197	2,100	2,192			21,630	19,011	13.8%		
Young Adult ebook Fiction	1,311	1,059	1,239	1,161	1,286	1,461	1,419	1,467	1,417	1,416			13,236	12,928	2.4%		
Young Adult ebook Nonfiction	28	31	30	18	34	29	28	29	33	42			302	267	13.1%		

Young Adult digital audiobooks	1,356	1,269	1,491	1,448	1,659	1,744	1,899	1,835	1,711	1,858			16,270	12,310	32.2%
DIGITAL CIRCULATION DETAILS	51,697	45,542	48,853	46,948	50,501	50,296	53,243	52,473	50,041	50,677	-	-	500,271	461,922	8.3%