

JETER LAW FIRM

Jeter Turner Sook Baxter LLP

Norman W. Jeter (1912-2009)
Joseph W. Jeter
William W. Jeter
Tyler K. Turner***
Christopher W. Sook*
Michael J. Baxter**
Ashley D. Comeau
All licensed in Kansas
*Licensed in Missouri
**Licensed in Nebraska and Colorado
***Licensed in Nebraska

(785) 628.8226 (Telephone)
(785) 628.1376 (Fax)
www.jeterlawoffice.com

Christopher W. Sook
Email • csook@jeterlawoffice.com

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VIA REGULAR MAIL and EMAIL (aglenden@wcrf.com)

Allen G. Glendenning
1321 Main Street – Suite 300
P.O. Drawer 1110
Great Bend, KS 67630-1110

RE: Hays Public Library / Central Kansas Library System

Dear Allen:

Because I did receive some communication from you indicating that you were, at least for a short period, still assisting Central Kansas Library System regarding the ongoing discussions regarding funding, I am directing this to you to send along to the CKLS Board.

As you may or may not be aware, the CKLS executive committee recently adopted a revised funding formula. The changes in the formula dramatically reduce the funding to Hays Public Library and the Salina Public Library for the 2024 year.

My client believes the new funding formula fails to distribute funds as the State Library Board has previously directed. It was in June 2021 that the State Library Board affirmed that “system grants are to be distributed on the basis of service offered by an individual library.” As such, Hays Public Library intends to object to the adoption of the 2024 CKLS budget at the state level. My client sees no justification for substantially reducing grants to a library that is responsible for approximately 25% of the circulation of the entire regional system.

Hays Public Library is astonished that the funding formula neglects to factor in digital resource sharing. This is an expense that is growing and currently makes up over 50% of the cost of resources at the Hays Public Library. Approximately 25% of the cardholders at Hays Public Library live outside its taxing district. Digital services have been provided to these out-of-district cardholders as a free reciprocal service through CKLS membership. To ignore this important and growing service is simply unfair.

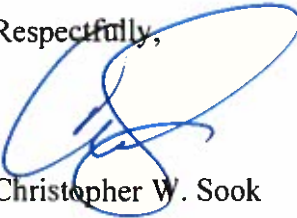
Hays Office (Mailing Address)
Chestnut Building, Suite 101
1200 Main
P.O. Box 128
Hays, Kansas 67601

Other Offices by Appointment Only:
420 Main Street, Stockton, Kansas
211 ½ West Mill Street, Plainville, Kansas
10333 E. 21st Street N., Suite 304, Wichita, Kansas

CKLS' decision to implement a new funding formula ignores more than thirty years of history, as CKLS has, on an annual basis since 1988, provided funding to Hays Public Library to provide financial support for acquisitions, cataloging and processing services that Hays Public Library had to acquire on its own because, as CKLS has acknowledged in previously prepared documents memorializing the reason for these payments, CKLS cannot "logistically" provide the services to larger libraries like those in Hays and Salina.

Attached, you will find a proposal by which Hays Public Library will agree to continue to provide services to CKLS members while agreeing to opt-out of any grants from the new funding formula. If CKLS will adopt this contract and include it within its budget to be approved by the State Library Board, then Hays Public Library will not seek to contest the State Library Board's approval of the 2024 budget at its meeting in June. Perhaps then the parties can continue to work toward a longer-term solution to the ongoing and deepening divide with respect to funding through the system, whether through the current subcommittee formed by the State Library Board to look at these issues or by some other direct dialogue.

Respectfully,



Christopher W. Sook

Enclosure

cc: Client
State Library of Kansas Board Chair, Randy Roberts
State Librarian, Ray Walling
State Library Advisory Subcommittee Chair, Tom Taylor

CONTRACT FOR LIBRARY SERVICES

This Contract for Library Services (“the/this Contract”) is entered into by and between the Central Kansas Library System, a regional library system of the State of Kansas (“CKLS”) and Hays Public Library, a local library located in Hays, Kansas (“HPL”).

WHEREAS, HPL provides extensive services to library patrons that live both inside and outside the boundaries of HPL’s taxing district and within the boundaries of the CKLS regional system; and

WHEREAS, HPL is a member library of the CKLS system, and CKLS provides support to member libraries that serve library patrons within the CKLS region; and

WHEREAS, while CKLS does provide some system-wide services to member libraries without cost but has not and does not provide many such services to HPL due to the number of services it provides, the staff it hires, and the population it serves, the parties believe it is appropriate that CKLS provide funding in excess of the funding that would normally be provided through CKLS’ adopted financing formula for member libraries;

NOW, THEREFORE, for valuable consideration including the promises set forth herein, the parties agree as follows:

1. **Term of Contract.** This Contract shall apply to the 2024 fiscal year, beginning January 1, 2024 and ending December 31, 2024 (“the Term Year”). The Contract will automatically renew each year thereafter with same terms as set forth herein except for imposition of an annual automatic increase in the payment provided hereunder of 2.0% unless, no later than March 1 of the then-current Term Year, a party hereto notifies the other that the Contract will be permitted to expire at the end of the then-current Term Year without automatic renewal.

2. **Contract Payment to HPL.** CKLS agrees to pay to HPL the sum of One Hundred Five Thousand Dollars (\$105,000.00) in two, equal installments, with the first due March 1 and the second due September 1 of the then-current Term Year. In exchange for the contract payment herein, HPL agrees to forego receipt of all grants typically offered to HPL for the Term Year under CKLS’s grant funding formula and otherwise agrees to forego the usual and customary services offered by CKLS to other member libraries within the CKLS system.

3. **Services Provided to CKLS and HPL Patrons.** HPL agrees to provide free library services, subject to reasonable library rules, to all persons residing within CKLS’ geographic boundaries. CKLS agrees that the other public libraries within the CKLS system will provide, through CKLS, free library services to citizens of HPL’s taxing district.

4. **HPL's Membership in CKLS.** HPL shall remain a voting member of CKLS and HPL's representatives will be eligible to serve on CKLS' executive committee and any other committees or subcommittees of CKLS.

IN WITNESS WHEREOF, the parties have executed this Contract intending to be bound hereto, subject only to the necessary approval of the governing bodies of the parties hereto and the State Librarian as required by K.S.A. 75-2550:

CENTRAL KANSAS LIBRARY SYSTEM:

By: _____ Date: _____
Print: _____
Title: _____

HAYS PUBLIC LIBRARY:

By: _____ Date: _____
Print: _____
Title: _____

Approved by:

_____ Date: _____
Ray C. Walling, State Librarian