

**Saline County Library
Board of Trustees
Agenda**

Date: 5/22/23 | Time: 3:30 p.m.

1800 Smithers, Benton, AR

Call to Order

1. Announcements/Public Comment - Speakers must complete the Request to Speak Before the Board form and have it turned in to the Library Director or any Board Member by noon of the day of the board meeting.
2. Minutes from the 4/11/23 board meeting
3. Financial Reports
 - a. Income and Expense Reports
 - b. Budget Modification Report
4. Discussion Items
 - a. Friends of the Library Report
 - b. Director's Report
 - c. Library Management Team Reports
5. Unfinished Business
 - a. None
6. New Business
 - a. Judge Brumley request to learn more regarding the Board's perspective on the current state of affairs and the future of the Saline County Library
 - b. Deletions
 - c. Change Capitalization Threshold per Legislative Auditor
 - d. Recommendation for Replacement of Server Equipment
 - e. Recommendation for Change in Investment Strategy
 - f. Resolution Empowering the Saline County Judge to Have Concurrent Power to Relocate and/or Remove Books From the Youth Services Division of the Saline County Library
 - g. Lease for East End Branch
 - h. Update for Reconsideration of Materials Policy
 - i. Board Member Recommendations

Adjourn

Next regular board meeting July 17, 2023

Saline County Library Board Meeting Minutes

April 11, 2023

Attendees:

Caroline Miller Robinson, Board Chair
Marian Douglas, Board Member
Kara Conrad, Board Member
Pat Bisbee, Quorum Court Liaison
Chuck Sanders, Hope Valley Development

Patty Hector, Library Director
Leigh Espey, Library Manager
Heather Phipps, HR Manager
Arielle Wilson, Financial Coordinator

Excused:

Allison Nolley, Board Member
Laine Holleran, Board Member

- I. Call to Order
Miller Robinson called the meeting to order at 3:31 PM.
- II. Announcements/Public Comment
No announcements made
- III. Minutes from the 3/27/2023 board meeting
Douglas moved to accept the minutes as presented. Conrad seconded the motion, which passed unanimously.
- IV. Financial Reports
None
- V. Discussion Items
None
- VI. Unfinished Business
 - a. Regionalization Discussion
The bill for the Interlocal Agreement for APERS was pulled. No further discussion has been made to move forward.
- VII. New Business
 - a. Deletions
Conrad moved to accept the items to delete as presented. Douglas seconded the motion, which passed unanimously.

b. Recommendation for Change to Investment Strategy

Arielle presented the pro/con list as requested by the board from the 3/27/2023 board meeting. Her recommendation was to move \$1 million of reserves into CDs with First Security National Bank for 6 months and review. Funds should be laddered in increments of \$250,000 at a time.

Conrad moved to transfer \$ 1,000,000 of reserves into CDs with First Security National Bank as presented. Douglas seconded the motion which passed unanimously.

Douglas moved to review the progress of the change at 6 months. Conrad seconded the motion, which passed unanimously.

c. Recommendation for Letter of Intent of East End Library Branch

Chuck Sanders, from Hope Valley Development attended the board meeting to answer any questions the board may have regarding the space. Chuck mentioned that the area will be ready within the next 40 days.

Conrad motioned to sign a letter of intent to hold the location until we sign a lease. Douglas seconded the motion, which passed unanimously.

VIII. Miller Robinson adjourned the meeting at 4:05 PM.

Submitted by,

Heather Phipps
HR Manager



Saline County Library

Budget vs. Actuals: 2023 Budget - FY23 P&L

January - December 2023

		TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	REMAINING	% REMAINING
Revenue					
4150 Tax Receipts	674,845.63		674,845.63	-674,845.63	
4310 Book Sale	1,006.65		1,006.65	-1,006.65	
4309 Websales	89.52		89.52	-89.52	
4311 Book Sale Benton Regular	6,197.27		6,197.27	-6,197.27	
4313 Book Sale Bryant	3.00		3.00	-3.00	
Sales of Product Income	1,559.82		1,559.82	-1,559.82	
Total 4310 Book Sale	8,856.26		8,856.26	-8,856.26	
4330 Copies/Printing	8,627.01		8,627.01	-8,627.01	
4330-01 Copies - Benton	0.60		0.60	-0.60	
4330-02 Copies - Bryant	195.15		195.15	-195.15	
4501 Passport Printing Fee					
4501-01 Passport Printing - Benton	20.00		20.00	-20.00	
Total 4501 Passport Printing Fee	20.00		20.00	-20.00	
Total 4330 Copies/Printing	8,842.76		8,842.76	-8,842.76	
4350 Fines / Fees	-82.71		-82.71	82.71	
4360 Fees	-29.00		-29.00	29.00	
Services	45.00		45.00	-45.00	
Total 4360 Fees	16.00		16.00	-16.00	
4390-02 Fines - Bryant	2.00		2.00	-2.00	
Uncategorized Income	7,318.99		7,318.99	-7,318.99	
Total 4350 Fines / Fees	7,254.28		7,254.28	-7,254.28	
4365 Fundraising					
4300 Book Bags	220.00		220.00	-220.00	
4323 Flash Drives	30.00		30.00	-30.00	
4343 Accessories	39.00		39.00	-39.00	
4355 Gumballs	375.98		375.98	-375.98	
4355-01 Gumballs - Benton	141.61		141.61	-141.61	
4355-02 Gumballs - Bryant	25.00		25.00	-25.00	
Total 4355 Gumballs	542.59		542.59	-542.59	
4366 Tumbler	60.00		60.00	-60.00	
Total 4365 Fundraising	891.59		891.59	-891.59	
4370 Gifts/Memorials	90.00		90.00	-90.00	
4410 Interest Income	14,554.41		14,554.41	-14,554.41	
4455 Passport Fee	18,865.00		18,865.00	-18,865.00	
4455-01 Passport Fee - Benton	70.00		70.00	-70.00	
4455-02 Passport Fee - Bryant	70.00		70.00	-70.00	
Total 4455 Passport Fee	19,005.00		19,005.00	-19,005.00	
4470 Replacement Card	86.00		86.00	-86.00	



Saline County Library

Budget vs. Actuals: 2023 Budget - FY23 P&L

January - December 2023

	TOTAL				
	ACTUAL	BUDGET	OVER BUDGET	REMAINING	% REMAINING
Discount Income	-3.00		-3.00	3.00	
Total Revenue	\$734,422.93	\$0.00	\$734,422.93	\$ -734,422.93	0.00%
GROSS PROFIT	\$734,422.93	\$0.00	\$734,422.93	\$ -734,422.93	0.00%
Expenditures					
6560 Payroll Expenses					
0100 Wages	667,984.33	1,830,236.22	-1,162,251.89	1,162,251.89	63.50 %
0600 Taxes (Fed, AR, SUTA)	50,220.18	120,000.00	-69,779.82	69,779.82	58.15 %
0800 Retirement	99,907.82	260,000.00	-160,092.18	160,092.18	61.57 %
0900 Insurance Benefits		200,000.00	-200,000.00	200,000.00	100.00 %
0900-01 Health Insurance	76,073.60		76,073.60	-76,073.60	
0900-01-01 Retiree Health Insurance & COBRA	517.44		517.44	-517.44	
Total 0900-01 Health Insurance	76,591.04		76,591.04	-76,591.04	
0900-02 Life Insurance	254.00		254.00	-254.00	
Total 0900 Insurance Benefits	76,845.04	200,000.00	-123,154.96	123,154.96	61.58 %
1000 Worker's Compensation		6,000.00	-6,000.00	6,000.00	100.00 %
1200 Other Fringe Benefits	81.00	1,000.00	-919.00	919.00	91.90 %
200 Step increases for staff who qualify		16,000.00	-16,000.00	16,000.00	100.00 %
Total 6560 Payroll Expenses	895,038.37	2,433,236.22	-1,538,197.85	1,538,197.85	63.22 %
6700 Supplies					
1600 Printing	577.35	10,000.00	-9,422.65	9,422.65	94.23 %
1700 General Supplies	10,951.04	30,000.00	-19,048.96	19,048.96	63.50 %
67-1700 General Office Supplies	2,087.60		2,087.60	-2,087.60	
Total 1700 General Supplies	13,038.64	30,000.00	-16,961.36	16,961.36	56.54 %
2000-1 Janitorial Supplies	4,670.71	8,000.00	-3,329.29	3,329.29	41.62 %
3300 Service Contracts	26,454.32	135,000.00	-108,545.68	108,545.68	80.40 %
Total 6700 Supplies	44,793.63	183,000.00	-138,206.37	138,206.37	75.52 %
6800-1 Professional Services					
4900 Communications		41,500.00	-41,500.00	41,500.00	100.00 %
69-4900 Telephone/Internet	17,988.24		17,988.24	-17,988.24	
Total 4900 Communications	17,988.24	41,500.00	-23,511.76	23,511.76	56.65 %
5000 Postage	3,446.80	12,000.00	-8,553.20	8,553.20	71.28 %
68-4500 Engineering & Architectural		5,000.00	-5,000.00	5,000.00	100.00 %
6800 Other Professional Services	2,173.61	15,000.00	-12,826.39	12,826.39	85.51 %
68-4600 Credit Card Fees					
Square Fees	510.90		510.90	-510.90	
Total 68-4600 Credit Card Fees	510.90		510.90	-510.90	
Total 6800 Other Professional Services	2,684.51	15,000.00	-12,315.49	12,315.49	82.10 %
Total 6800-1 Professional Services	24,119.55	73,500.00	-49,380.45	49,380.45	67.18 %



Saline County Library

Budget vs. Actuals: 2023 Budget - FY23 P&L

January - December 2023

	TOTAL				
	ACTUAL	BUDGET	OVER BUDGET	REMAINING	% REMAINING
7000 Transportation					
70-2500 Fuel for Library Vehicle Use	649.02	5,000.00	-4,350.98	4,350.98	87.02 %
70-5200 Fuel for Personal Vehicle Use	952.71	2,000.00	-1,047.29	1,047.29	52.36 %
70-5300 Airline and Rental Car		4,000.00	-4,000.00	4,000.00	100.00 %
Total 7000 Transportation	1,601.73	11,000.00	-9,398.27	9,398.27	85.44 %
7050 Advertising		35,000.00	-35,000.00	35,000.00	100.00 %
5500 Advertising	15,416.38		15,416.38	-15,416.38	
Total 7050 Advertising	15,416.38	35,000.00	-19,583.62	19,583.62	55.95 %
7100 Insurance					
71-5800 Fire and Extended Coverage		15,000.00	-15,000.00	15,000.00	100.00 %
71-5900 Vehicle Insurance	2,272.72	4,000.00	-1,727.28	1,727.28	43.18 %
Total 7100 Insurance	2,272.72	19,000.00	-16,727.28	16,727.28	88.04 %
72-6000 Utilities					
6100 Electricity	19,314.33	75,000.00	-55,685.67	55,685.67	74.25 %
6200 Gas	14,690.67	21,000.00	-6,309.33	6,309.33	30.04 %
6300 Water	1,279.99	6,500.00	-5,220.01	5,220.01	80.31 %
6400 Waste Disposal	2,329.73	8,000.00	-5,670.27	5,670.27	70.88 %
Total 72-6000 Utilities	37,614.72	110,500.00	-72,885.28	72,885.28	65.96 %
7300 Repairs and Maintenance	850.28		850.28	-850.28	
73-6500 Building and Improvements	19,361.33	35,000.00	-15,638.67	15,638.67	44.68 %
73-6600 Machinery and Equipment	4,959.65	15,000.00	-10,040.35	10,040.35	66.94 %
Total 7300 Repairs and Maintenance	25,171.26	50,000.00	-24,828.74	24,828.74	49.66 %
7400 Miscellaneous					
74-7300 Dues and Memberships	7,926.85	5,000.00	2,926.85	-2,926.85	-58.54 %
7900 Meals and Lodging		4,000.00	-4,000.00	4,000.00	100.00 %
8200 Refund	125.92	2,000.00	-1,874.08	1,874.08	93.70 %
8600 Software	36,122.53	121,000.00	-84,877.47	84,877.47	70.15 %
Total 7400 Miscellaneous	44,175.30	132,000.00	-87,824.70	87,824.70	66.53 %
8500-1 All Programming	15,570.74		15,570.74	-15,570.74	
8500 Youth Programming	8,581.52	35,000.00	-26,418.48	26,418.48	75.48 %
8550 Adult Programming/UX	15,846.13	35,000.00	-19,153.87	19,153.87	54.73 %
8570 Makerspace	6,532.96	20,000.00	-13,467.04	13,467.04	67.34 %
Total 8500-1 All Programming	46,531.35	90,000.00	-43,468.65	43,468.65	48.30 %
8700 Staff Development	1,959.45	5,000.00	-3,040.55	3,040.55	60.81 %
8752 Fundraising Expenses		1,000.00	-1,000.00	1,000.00	100.00 %
8800 Books/Magazines/Video/Audio	159,127.58	550,000.00	-390,872.42	390,872.42	71.07 %
PLA-2022 2022 PLA Grant	3,061.32		3,061.32	-3,061.32	
Total Expenditures	\$1,300,883.36	\$3,693,236.22	\$ -2,392,352.86	\$2,392,352.86	64.78 %
NET OPERATING REVENUE	\$ -566,460.43	\$ -3,693,236.22	\$3,126,775.79	\$ -3,126,775.79	84.66 %



Saline County Library

Budget vs. Actuals: 2023 Budget - FY23 P&L

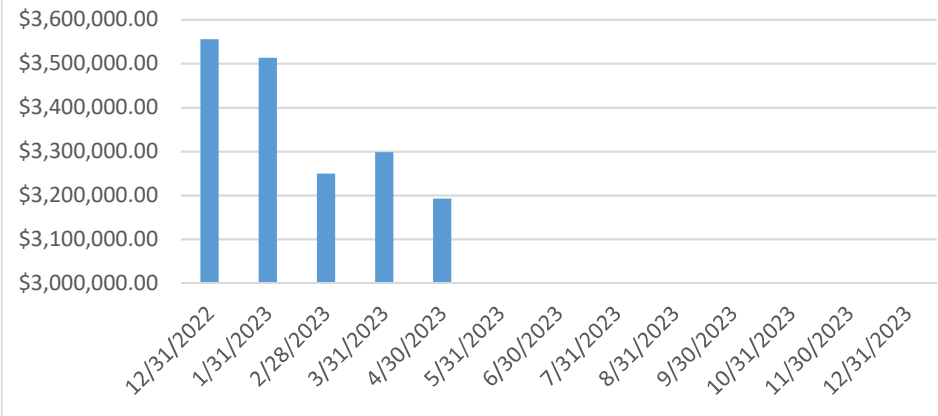
January - December 2023

	TOTAL				
	ACTUAL	BUDGET	OVER BUDGET	REMAINING	% REMAINING
Other Expenditures					
9100 Building and Furnishings	2,899.62	350,000.00	-347,100.38	347,100.38	99.17 %
9300 Machinery and Equipment	4,535.49	45,000.00	-40,464.51	40,464.51	89.92 %
9500 Other Miscellaneous Expenditure	180.88	53,958.90	-53,778.02	53,778.02	99.66 %
9600 Friends Expenses	2,250.27		2,250.27	-2,250.27	
Total Other Expenditures	\$9,866.26	\$448,958.90	\$ -439,092.64	\$439,092.64	97.80 %
NET OTHER REVENUE	\$ -9,866.26	\$ -448,958.90	\$ 439,092.64	\$ -439,092.64	97.80 %
NET REVENUE	\$ -576,326.69	\$ -4,142,195.12	\$ 3,565,868.43	\$ -3,565,868.43	86.09 %

First Security Bank Statement Ending Balance

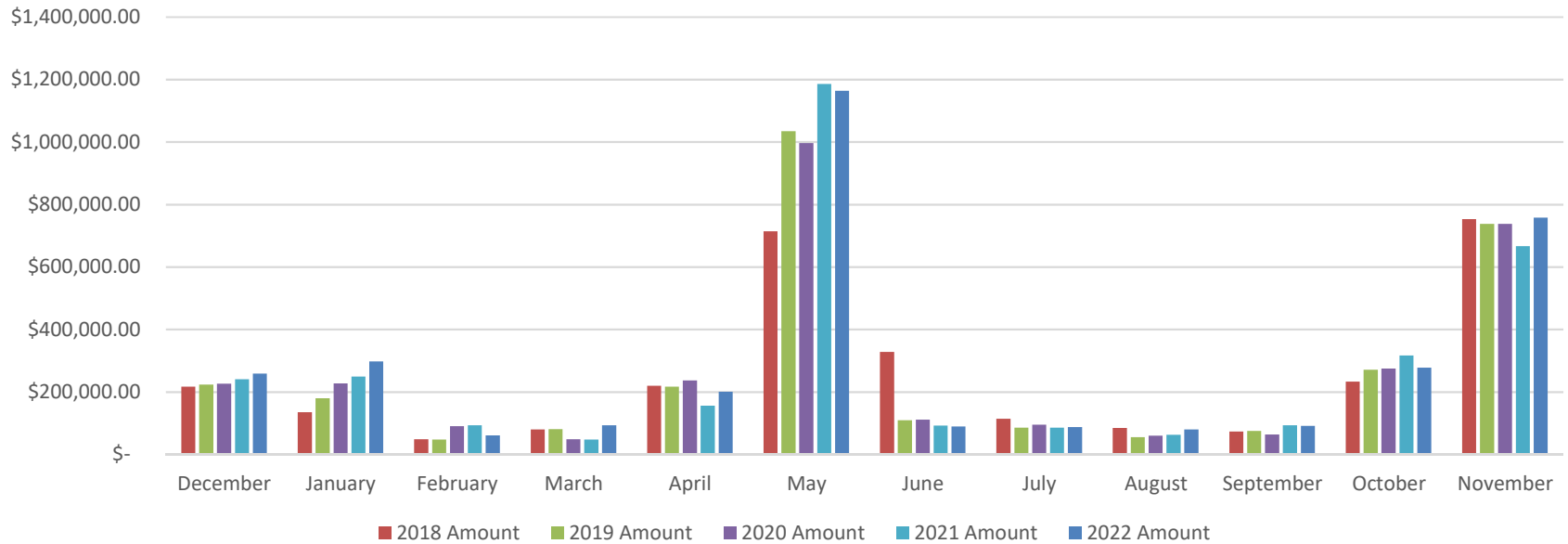
Date	Amount
12/31/2022	\$3,555,744.27
1/31/2023	\$3,513,569.94
2/28/2023	\$3,249,714.56
3/31/2023	\$3,298,304.34
4/30/2023	\$3,192,514.63
5/31/2023	
6/30/2023	
7/31/2023	
8/31/2023	
9/30/2023	
10/31/2023	
11/30/2023	
12/31/2023	

First Security Bank Statement Ending Balance



TAX RECEIPTS

Date County Received	2018 Amount	2019 Amount	2020 Amount	2021 Amount	2022 Amount	2023 Amount	Difference from previous year
December	\$ 216,567.49	\$ 223,260.30	\$ 226,160.06	\$ 240,643.86	\$ 259,054.60	\$ 236,663.60	\$ (22,391.00)
January	\$ 134,640.05	\$ 179,970.58	\$ 226,867.53	\$ 248,875.25	\$ 297,724.41	\$ 244,107.88	\$ (53,616.53)
February	\$ 48,851.26	\$ 48,016.39	\$ 90,322.15	\$ 92,793.73	\$ 60,717.21	\$ 82,586.40	\$ 21,869.19
March	\$ 79,577.39	\$ 80,638.08	\$ 48,354.20	\$ 47,554.84	\$ 93,532.72	\$ 111,487.75	\$ 17,955.03
April	\$ 219,557.39	\$ 216,460.61	\$ 237,069.35	\$ 156,340.43	\$ 201,091.45	\$ 297,178.59	\$ 96,087.14
May	\$ 713,834.97	\$ 1,034,761.23	\$ 996,484.34	\$ 1,185,278.48	\$ 1,164,224.26		\$ (1,164,224.26)
June	\$ 328,421.29	\$ 109,521.49	\$ 110,896.95	\$ 92,488.78	\$ 89,291.29		\$ (89,291.29)
July	\$ 114,079.56	\$ 85,858.74	\$ 94,694.02	\$ 85,193.59	\$ 87,308.16		\$ (87,308.16)
August	\$ 84,269.03	\$ 55,219.40	\$ 60,399.71	\$ 63,259.14	\$ 80,324.03		\$ (80,324.03)
September	\$ 73,523.27	\$ 75,295.84	\$ 63,533.38	\$ 93,021.74	\$ 91,590.17		\$ (91,590.17)
October	\$ 232,615.04	\$ 270,902.00	\$ 275,110.88	\$ 316,655.67	\$ 277,262.72		\$ (277,262.72)
November	\$ 753,148.52	\$ 738,120.29	\$ 737,493.81	\$ 666,438.79	\$ 757,940.44		\$ (757,940.44)
	\$ 2,999,085.26	\$ 3,118,024.95	\$ 3,167,386.38	\$ 3,288,544.30	\$ 3,460,061.46		\$ (2,488,037.24)



Saline County Library Board

2023 Budget Modification Form

Prepared By: Arielle Wilson

Date: 17-May-23

O T H E R I N C O M E	Line Item	Description	Original Budget	Current Budget	Current Expenses	Current Balance	Budget Revision	New Appropriation	New Balance
						\$ -		\$ -	\$ -
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
B U D G E T	Line Item	Description	Original Budget	Current Budget	Current Expenses	Current Balance	Budget Revision	New Appropriation	New Balance
	74-7300	Dues and Memberships	\$ 5,000.00	\$ 5,000.00	\$ 7,926.85	\$ (2,926.85)	\$ 3,500.00	\$ 8,500.00	\$ 573.15
	9500	<i>Other Miscellaneous Expenditure</i>	\$ 53,958.90	\$ 53,958.90	\$ 180.88	\$ 53,778.02	\$ (3,500.00)	\$ 50,458.90	\$ 50,278.02
						\$ -		\$ -	\$ -
						\$ -		\$ -	\$ -
						\$ -		\$ -	\$ -
						\$ -		\$ -	\$ -
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						\$ -		\$ -	\$ -
						\$ -			

Library Management Team Report
Library Director
May 2023

April and May have been extremely busy months with more than our typical library duties. We have had four extensive FOIA requests in the two months (plus one additional one in March). Library staff spend an inordinate amount of time on these requests because of the need to redact personal and library patron information.

The network rebuild uncovered a lot of long term issues with equipment and wiring in the building. The staff have spent a lot of time fixing these issues and we feel like we're much better off now. We do have one piece of equipment we want to replace that was not budgeted for this year. There is a recommendation for that.

I get phone calls and emails nearly every day in support of the library. It is very reassuring to the staff that we are appreciated for doing our jobs well. People on both sides are saying that we have a great library, but the only way to have a great library is to have a great staff.

Submitted by,

Patty Hector
Library Director

Library Management Team Report

Library Manager

May 2023

Passports

We had our annual passport acceptance facility inspection March 28th. During these inspections, the representative from the Facility Oversight division of the Bureau of Consular Affairs checks to make sure our record keeping practices are accurate, observe any applications scheduled during that time, and ensure that our certification is up-to-date. We passed without issue!

Between March 22 and May 17, we have executed 101 passport applications and assisted with numerous renewal applications.

Gann Museum

During a storm the first week of April, lightning struck the turret of the Gann House located next door to the Gann Museum. The lightning surged through the Gann House and into the Gann Museum rupturing the water line and surging nearly all of the lights in the museum including one that exploded. Luckily, the electrical damage was minimal, but most of the fixtures need to be replaced or have new heads installed.

Unfortunately, during the replacement of the waterline, it was discovered that the current plumbing line that fed the building and the line into the building are galvanized. We are gathering estimates for the cost of replacing the galvanized pipe that is in the building because the slab will have to be torn up in order to install new lines.

Submitted by,
Leigh Espey
Library Manager

Library Management Team Report

Branch

May 2023

Bryant Statistics

The Branch has been busy the last two months. In March, there were 4860 patrons that entered the building and 2322 reference questions. 122 passports and 88 notaries were completed. There was a total of 58 items sold from the book sale equaling \$227.40.

In April, 3368 patrons entered the building and 1548 reference questions were answered. There were 61 passports and 58 notaries completed. The book sale made \$179.75 with 37 items being sold.

Seed Library

The Seed Library is still one of our most popular services. In March, 76 new members joined, there were 231 total requests, and 1155 seed packs were dispensed. In April, there were 74 new members, 276 total requests, and 1375 seed packs were given to patrons.

Earlier this month, our yearly Plant Swap took place with over 30 attendees. Because of the number of attendees last year, we had to move to a bigger area and used the parking lot at the Branch. The feedback was extremely positive and patrons from the community enjoyed this free event.

Submitted by,
Rebecca Kidder
Branch Manager

Library Management Team Report
Building Operations Department
April 2023

Building Operations Department

IT

Geoff and I, with Billy's help, prepared for the scheduled network rebuild and actually rebuilt the network. As discussed in my last LMT report, we closed April 10th through April 15th to install the new network equipment and re-run cabling from the old server room to the new server room. Once we reopened, we worked to resolve any residual issues stemming from the network rebuild as quickly as we could. We also began preparations for removing Papercut, the patron printing interface, from our network altogether.

Maintenance/Housekeeping

Billy was instrumental in helping complete the network rebuild, as he made himself available to help pull cable and test out all of the lines going into the server. He was also very busy addressing the maintenance issues around both branches, including making sure the outdoor sprinkler systems at both locations are in good working order for the spring and summer, spraying for insects outdoors in preparation for summer programs, and helping wherever it is needed.

We are having an issue in Bryant where our oldest AC/furnace is going out and we have contacted Jones Heating and Air to replace it for us, total cost \$8440 plus tax.

Brittton and Tatiana continue to do their very best to keep things looking good at both locations and they do an amazing job daily.

Submitted by,
Rob Walton
Building Operations Manager

Library Management Team Report

Community Engagement Department

May 2023

Marketing

Francesca left us at the beginning of the month but we hired Brent and he has been exceptional! During his first week, meet with local media stations, updated social media, sent our press releases, and attended two community events. He is working nonstop to get tasks done and is eager to start new tasks.

Summer Reading marketing is in full swing. Our All Together Now theme really was an altogether project! We created a video to send to teachers, a brochure with all the information, 3 road banners, Facebook messages, ads, and email campaigns. We ordered 2000 brochures and will have to order more by the end of the week.

When we were not gearing up for Summer Reading, we were working on action we can take to compromise on the requests of the Quorum Court resolution. Below are the ideas presented and why they could or could not work.

- Move books: According to Federal Court precedent, moving books solely based on an individual's morals or beliefs is against the 1st Amendment.
- Put specific age or content stickers on the books: According to Supreme Court precedent, specifically marking materials or taking action that stigmatize certain people is a form of discrimination and such actions are unconstitutional.
- Provide more resources to parents: This is an action we can take and will start developing. We are looking into Common Sense Media and the legality of us linking from our website or app.

Programming

Programs- 19

Attendance- 166

Kits Made/Taken- 155/155

Outreach

Visits/Programs- 6

Attendance- 25

Events- 6

Event Interactions- 844

Card Sign-ups- 18

Submitted by,
Kari Lapp
Community Engagement Manager

Library Management Team Report

Public Services

May 2023

Statistics

In March, computers were used 1327 times for 626 hours and 14 minutes, 28.31 minutes on average, 1070 questions were asked (95 digital questions, 632 general questions, 133 reference questions, 210 technology questions) and 12807 patrons visited, an average of 470 per day. In April, we were closed for one entire week for network upgrades. Computers were used 685 times for 416 hours and 51 minutes, 36.51 minutes on average, 528 questions were asked (40 digital questions, 302 general questions, 57 reference questions, 129 technology questions) and 8460 patrons visited, an average of 470 per day that we were open.

Staffing Report

Everyone in Public Services is doing a great job. Danyelle Childers and Joel Beck are working on becoming notary publics and Danyelle has also just become a passport agent. Erin Ingold, who started work in the beginning of March as a part-time library assistant, is fitting in well and has made a great addition to the team. Everyone in the department is working hard and preparing for summer reading to begin!

Submitted by,
Amanda Garrison, MLS
Public Services Manager

Library Management Team Report
Potential East End Library
May 2023

East End Branch Update

The Letter of Intent to use the space at Hope Valley was signed on April 25 and a lease was created and sent to us on April 28. After meeting with owner Chuck Sanders, it seems that as soon as we get the lease signed, they can begin the build of the interior with the potential to be in the space as early as August. Pictures of the interior of two different locations are provided, but we have elected to use the suites with one front door and windows instead of the one with two front entrances.

Submitted by,
Amanda Garrison, MLS
Public Services Manager





Library Management Team Report

Youth Services

May 2023

Programming & Makerspace Attendance in March & April

Our program attendance this spring has been wonderful. In March & April, 921 people came to storytime, 140 came to afterschool programming, and 227 came to teen programs. Each month during the school year, we visit 16 different schools, preschools, and daycares, seeing almost 900 children and teens. In March & April, we attended 4 school outreach events/school field trips. Since the beginning of March, 865 people have visited the makerspace.

May School Visits

Each year, the youth services department takes most of the month of May off of regular programming to focus on school visits and summer reading preparations. This year we have 8 school visits and/or family night events booked so far. We also have a special program by Arkansas Game and Fish, a community helper storytime, an informational baby shower for new and expectant mothers, and a swap night for the families of young children planned. We are also attending 3 community events with other library staff to promote summer reading.

Summer Reading

Our Summer Reading Program runs from Monday, June 5 to Saturday, July 29. The youth services calendar is packed with programs for children and teens of all ages. We have 5 storytimes each week this summer, performers in both locations each Thursday, and 2 programs for each group of school-aged children every week. This summer we are offering 3 prizes on week 2, week 5, and week 8. We will be registering people at both library locations and at the community events we attend in May. The software we are using to track participation allows patrons to log their own reading online. Instructions for logging reading online will be available for patrons if they prefer. Monday, June 5, we will be kicking off the program with a Block Party from 3:00pm – 6:00 pm featuring food trucks, yard games, and a bounce house. Saturday, July 29, we will close out the summer with Library Con. This event will feature superhero lessons, trivia contests, a costume contest, and local authors.

Submitted by,
Wendy Christy
Youth Services Manager

Items to be deleted from Inventory
May 22, 2023

Item #	Purchase Description	Cost	Purchase Date	Vendor	Why?
1995	5 Shelf Bookcase	69.90	April 2009	Office Depot	Broken

Recommendation for Capitalization Threshold

The legislative auditor requested that the board set a capitalization threshold for the library. The unofficial threshold has been \$500 since before I joined the library. Any items purchased for \$500 or more, are tagged and included on the inventory. This seems like a reasonable amount to maintain.

May 22, 2023

Dear Lauren Miller,

Saline County Library would like to invest \$1 Million dollars into four laddered CDs for a duration of 6 months. I have outlined how we would like to invest our funds in the table below. We would like to start with \$250,000 invested into a 6-month CD beginning in June 2023, and the rest to follow accordingly.

Investment Amount	Start Date	Duration	Expiration
\$250,000.00	1 October 2023	6 months	1 April 2024
\$250,000.00	1 November 2023	6 months	1 May 2024
\$250,000.00	1 December 2023	6 months	1 June 2024
\$250,000.00	1 January 2024	6 months	1 July 2024

The signers on the accounts should be Patricia Hector, Jessica Leigh Espey, Heather Phipps, and Arielle Wilson. Please let me know if you need any additional information. Thank you very much for all of your assistance throughout this process. We greatly value our relationship with you.

Sincerely,



Arielle Wilson
Financial Coordinator
Saline County Library

Recommendation for Replacement of Server Equipment

Director of Building Operations and IT, Rob Walton, has requested equipment that is not in the 2023 budget.

The proposed server suite would replace the library's existing server, which reached its end-of-life 31 MAY 2021. The current server, a Dell Poweredge M620, is now 11 years old and rapidly becoming inadequate as our network grows. The proposed replacement, a Dell Poweredge R6515, offers us the same functionality with the added benefit that it is relatively future-proof and allows for further network expansion if necessary.

This upgrade is critical, as the current hardware is no longer in production and no longer supported. If something should happen to it and it breaks, the library will lose the entire network for as long as it takes to replace it. While no data will be lost, this would render the library unusable for both staff and patrons which is not ideal under any circumstance. There is no immediate danger of this happening, but I would like to replace the hardware sooner, rather than later, to prevent this from happening at all.

The new server suite will also allow us to upgrade the server operating system from Server 2012 to Server 2022.

The total cost of the new equipment, including install and configuration, is \$65,874.69, tax included. This is not fundable under E-rate.

**RESOLUTION EMPOWERING THE SALINE COUNTY JUDGE TO HAVE CONCURRENT POWER
TO RELOCATE AND/OR REMOVE BOOKS FROM THE YOUTH SERVICES DIVISION OF THE
SALINE COUNTY LIBRARY**

WHEREAS; in recent months there has been public criticism of some of the offerings in the Youth Services Division of the Saline County Library as being inappropriate for youth;

WHEREAS; determining if any books should be removed from the Youth Services Division is a highly complex legal issue where First Amendment rights to information are heavily involved;

WHEREAS; specifically, First Amendment rights to information are of "even greater force when applied to public libraries," than even a public school "since public libraries are 'designed for freewheeling inquiry,' and the type of discretion afforded to school boards is not implicated." *Little v. Llano Cnty...*, No. 1:22-CV-424-RP, 2023 WL 2731089, at *8 (W.D. Tex. Mar. 30, 2023); *Sund v. City of Wichita Falls, Tex.*, 121 F. Supp. 2d 530, 548 (N.D. Tex. 2000);

WHEREAS, while there has not been a formal request made pursuant to policy for any book to be removed from the Youth Services section of the library nor any request made at a Board of Trustee's meeting, the Board nevertheless understands that there are numerous books which the public would like removed or relocated;

WHEREAS, currently, the ultimate authority to determine if a book should be removed is vested with the Board of Trustees. However, the Board of Trustees only meets bi-monthly and believes that it would be best to grant *additional and concurrent* oversight authority back to the Saline County Judge regarding removal or relocation of books in the Youth Services Division of the Saline County Library;

WHEREAS, the Saline County Judge is in a position where he can daily consult with the Saline County attorney regarding these complex challenges and/or could create a special task force solely to this topic;

WHEREAS, the Saline County Library Board will still have the concurrent power to remove a book from the Youth Services section of the library upon written request or through anyone requesting a book be reviewed at a bi-monthly meeting;

NOW BE IT THEREFORE RESOLVED, that the Saline County Library Board of Trustees hereby empowers the Saline County Judge to have concurrent power with the Library Board of Trustees to have any book in the Youth Services Section of the Library removed or relocated. The County Judge in his or her discretion may enact a review policy for his or her review of any book and the County Judge in his or her discretion may empanel a committee or special task force to engage in such a review. This concurrent power is designed for both the Board of Trustees and the Saline County Judge to be able to make the decision jointly or unilaterally for a book to be removed or relocated from the Youth Services Division of the Library. This resolution only applies to the Youth Services section of the Library.

Saline County Library Board President

AGENCY DISCLOSURE

This disclosure is hereby made by Hope Valley Realty, LLC., "Agent" to Saline County Library, "Prospect", hereinafter referred to as "Tenant", that Agent represents and is the agent of the owner/landlord of the property which is being submitted to Prospect for its consideration.

The fiduciary duties of loyalty and faithfulness are owed to the owner/landlord of the property by Agent. Agent is obligated by law to treat Prospect fairly and honestly.

Name of Agent Firm: Hope Valley Realty, LLC

Name of Individual Agent: Karen King

Signature of Individual Agent: _____ Date

I understand this Agency Disclosure:

Name of Prospect: Saline County Library

Signature of Prospect: _____ Date
Patricia Hector, Library Director

SHOPPING CENTER LEASE AGREEMENT

THIS SHOPPING CENTER LEASE AGREEMENT, made and entered into by and between Hope Valley Estates, LLC, hereinafter referred to as "Landlord", and Saline County Library, hereinafter referred to as "Tenant".

WITNESSETH:

1. DEMISE OF PREMISES:

That the Landlord, for and in consideration of the rents herein required to be paid by the Tenant, and the covenants to be kept and performed by the Tenant, does hereby lease, let and demise unto the Tenant, the following described premises:

Shopping Center Location:	Hope Valley Plaza 24005 Arch Street Hensley, Arkansas 72065
Leased Premises:	Suites 20 & 21
Rentable Floor Area:	Approximately 3,000 square feet
Lease Term:	thirty-six (36) months
Lease Commencement Date:	September 1, 2023 or upon completion of Landlord's improvements
Expiration Date:	August 31, 2026
Rent Commencement Date:	September 1, 2023 or upon completion of Landlord's Improvements
Occupancy Date:	September 1, 2023 or upon Completion of Landlord's Improvements.
Delivery:	Landlord shall deliver premises as determined by (Exhibit "A"), attached

In the event tenant should remain in possession of the demised premises after the expiration of this lease, without the execution of a new lease, it shall be deemed to be occupying the leased premises as a tenant from month to month, at double the rent at expiration, subject to all of the conditions, provisions, and obligations of this lease.

Landlord shall receive security deposit, \$4,200.00, first month's rent, \$4,200.00, and UCC Filing fees, \$16.00, totaling \$8,416.00 upon signature of Lease.

2. SECURITY DEPOSIT:

Landlord requires a security deposit in the amount of \$4,200.00. Said security deposit shall be held by Landlord to ensure that Tenant complies with all terms and conditions of the Lease. If Tenant does not fully comply with the terms of the Lease, Landlord may use the security deposit to pay amounts owed by Tenant, including damages. Said security deposit is not a payment of any rental payment hereunder. Landlord shall not be obligated to keep the security deposit as a separate fund, but may co-mingle same with its general funds. The security deposit shall be deposited in the Landlord's checking account.

3. AMOUNT OF RENT AND MANNER OF PAYMENT:

- (A) The rent shall be paid in the following amounts, dates may vary based on lease commencement per month during the thirty-six (36) months of the lease term. Each monthly rental payment shall be due and payable on the 1st day of each calendar month. The rent shall be deposited into the Landlord's checking account.

September 1, 2023 through August 31, 2024 \$4,200.00
September 1, 2024 through August 31, 2025 \$4,326.00
September 1, 2025 through August 31, 2026 \$4,455.78

The common area maintenance charge shall be paid in the following amounts during the thirty-six (36) months of the lease term.

September 1, 2023 through August 31, 2024 \$50.00
September 1, 2024 through August 31, 2025 \$51.50
September 1, 2025 through August 31, 2026 \$53.05

Each monthly CAM payment shall be due and payable on the 1st day of each calendar month. If this Lease Agreement commences on a day other than the 1st calendar day of a month, the initial partial monthly rental payment shall be prorated and the payments for the initial partial month shall be due and payable on the commencement date of this Lease.

No payment by Tenant or receipt by Owner of a lesser amount than the rentals herein stipulated shall be deemed to be other than on account of the earliest stipulated rentals, nor shall any endorsement or statement on any check of any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Owner may accept such check or payment without prejudice to Owner's right to recover the balance of such rent or pursue any other remedy in this lease provided.

- (B) If any monthly rent payment shall remain unpaid after five (5) days, for any reason whatsoever, in addition to the past due amount, the Tenant shall pay a late payment penalty of ten percent (10%) of the monthly rental of such past due rent. Nothing herein shall limit, or be in lieu of, any of Landlord's other rights upon default by Tenant.

If Tenant fails in two consecutive months to make rent payments within ten (10) days after due, Landlord in order to reduce administrative costs, may require, by giving written notice to Tenant, that rent is to be paid quarterly in advance instead of monthly.

- (C) Tenant shall be responsible for all electricity, natural gas, water and sewer utility charges against the leased premises and shall pay same promptly when due. Tenant shall be liable for keeping these utilities on at all times during term of said lease. Tenant must have utilities transferred or set to be transferred within three (3) calendar days of notification from Landlord.

4. COMMON AREA:

The term "Common Area" is defined for all purposes of this Lease as that part of the Shopping Center intended for the common use of all Tenants, including the parking areas, private streets and alleys, landscaping, curbs, loading areas, sidewalks, and the like, but excluding space in buildings (now or hereafter existing) and further excluding streets and alleys maintained by a public authority. Landlord reserves the right to change from time to time the dimensions and locations of the Common Area as well as the dimensions, identity and type of any building in the Shopping Center. Tenant, and its employees and customers, and when duly authorized pursuant to the provisions of this Lease, its sub-tenants, licensees, and concessionaires, shall have the non-exclusive right to use the Common Area as constituted from time to time, such use to be in common with

Landlord, other Tenants of the Shopping Center and other persons permitted by Landlord to use same, and subject to such reasonable rules and regulations governing use as Landlord may from time to time prescribe, including the designation of specific areas within the Shopping Center in which automobiles owned by Tenants, its employees, sub-tenants, licensees and concessionaires shall be parked. Tenant shall not solicit business within the Common Area or take any action that would interfere with the rights of other persons to use the Common Area. Landlord may temporarily close any part of the Common Area for any such period of time as may be necessary to make repairs or alterations or to prevent the public from obtaining prescriptive rights. Landlord shall be responsible for the operation, management, and maintenance of the Common Area, the manner and maintenance and the expenditures therefor to be in the sole discretion of Landlord. Tenant is responsible for keeping front and rear of his space in clean and orderly manner. No trash or debris will be allowed to accumulate. Landlord will provide common dumpsters. Tenant will place all trash packaging matter, boxes and other matter from Tenants business in dumpsters and break down all boxes. Any additional expense incurred or caused by Tenant not properly disposing of trash shall be billed to Tenant plus an additional 10% administrative fee.

5. SIGNS AND STORE FRONTS:

- A.** Tenant shall not, without Landlord's prior written consent (a) Make any changes to the store front or (b) install any exterior lighting, decorations, paintings, awnings, landscaping, plants, merchandise, newspaper or magazine stands, canopies or the like or (c) erect or install any signs, window or door lettering, placards, decorations or advertising media of any type which can be viewed from the exterior of the Leased Premises, excepting only dignified displays of customary type for its display windows. All signs, lettering, placards, decorations and advertising media shall conform in all respects to the sign criteria established by Landlord for the Shopping Center from time to time in the exercise of its sole discretion, and shall be subject to the prior written approval of Landlord as to construction, method of attachment, size, shape, height, lighting, color and general appearance. Tenant shall order signs from a sign company approved by Landlord. All signage subject to approval by all governmental regulations. All signs shall be kept in good condition and in proper operating order at all times. Landlord may require Tenant to repair or replace any existing sign that is worn, faded, damaged, or not presentable, during the term of this lease at Tenant's expense in the Landlord's sole discretion. Temporary signs are subject to approval by Landlord. Existing temporary signs must be removed at Tenant's expense upon request by Landlord. Tenant shall install a new sign

using the style approved by Landlord within sixty (60) days of date of lease (See Exhibit A). All signage shall be at the cost of the tenant. This includes marquee signage and signage on the building.

- B.** The removal of any and all signage will be the responsibility of the Tenant, at the Tenant's expense. If Tenant does not remove signage a minimum fee of \$250.00 shall automatically be taken from the security deposit for removal fees for said signage. Landlord shall not be liable or responsible for any damage done to signage during removal. Included in the removal will be restoration of the area of mounting to its condition prior to the installation of said signage. All costs of removal shall be paid by Tenant. Signs not removed by Tenant shall be deemed abandoned and shall become Landlord's property upon termination of the lease.

6. COVENANTS OF THE TENANT:

The Tenant hereby covenants and agrees with Landlord as follows:

- A.** That it will pay the rent as herein specified without notice.
- B.** That it will, during the full term of this Lease, and any extensions thereof, and at its own expense, maintain commercial general liability insurance, with limits not less than:
 - \$2,000,000 General Aggregate
 - \$1,000,000 Products/Completed Operations
 - \$1,000,000 Personal Injury
 - \$1,000,000 Each Occurrence
 - \$100,000 Fire Damage Legal
 - \$5,000 Premises Medical

Insurance policy shall have Landlord as named insured. Such insurance policy will also contain a waiver of subrogation provision in favor of Landlord. Upon the failure of the Tenant to furnish any policy of insurance as above set forth, Landlord may, at its option, obtain the same and the premium therefore shall immediately become due and payable as additional rent. In the event premiums for such insurance coverage are not paid, Landlord at its option, may pay such premiums due and add the expense and costs thereof to the rent due under this Lease, together with interest thereon at 10% or the maximum rate allowed by law.

No claim shall be filed against Landlord for any reason. Landlord shall not be liable to anyone for damages or injuries occurring in, on or about the leased premises, Landlord negligence excepted.

The Tenant shall be liable for any damages done to said Leased Premises, excluding foundation, caused by theft or attempt thereof.

The Tenant shall be totally liable and responsible for insuring Tenant's contents and any other property in the Tenant's care, custody and control.

- C. That, at the expiration of said term or any extension or renewal thereof, it will quit and surrender the demised premises in a good and substantial state of repair, reasonable wear and tear excepted.
- D. That it will comply with all lawful requirements of the Board of Health, Police Department, Fire Department, Municipal, State and Federal authorities respecting the manner in which it uses the leased premises.

In the event any changes, alterations or additions are required by any law, ordinance, or regulation of the Fire Department or Board of Health, then the cost of such change, alterations or additions shall be paid by the Tenant.

- E. The Tenant shall maintain in good condition and, if necessary, replace: the interior of the premises, including, but not limited, to all interior walls and surfaces and the painting thereof, glass, glass fronts, windows, doors, locks, tile, carpets. Damage from Acts of God excepted.

Tenant shall also be responsible for all other service and maintenance, including without limitation, plumbing, gas, gas appliances, lighting, light bulbs, sewer, electrical, water, heating, ventilation and air-conditioning up to \$1,000.00 per occurrence. Landlord will pay such reasonable and necessary expenses exceeding \$1,000.00 per occurrence on these items. Provided that, Tenant shall be totally liable for all expenses, even those exceeding \$1,000.00 per occurrence, related to, caused or occasioned by Tenant's neglect, passive or active. Tenant shall be required to enter into a maintenance service agreement whereby the heating and ventilation system will be properly maintained. A copy of this service agreement must be presented to Landlord within 30 days of

occupancy and updated annually. If Landlord does not receive said service agreement, Landlord shall have the right to service and maintain HVAC unit, at Landlord's sole discretion and at Tenant's full and sole expense, without prior notice to Tenant. Landlord shall invoice Tenant for said services; and Tenant shall be liable to pay Landlord within thirty (30) days of date of said invoice. Non-payment of invoice(s) shall be a default of Lease Agreement. Landlord will ensure that heating, ventilation and air conditioning are in good working condition at Tenant occupancy.

Tenant shall be required to enter into a pest control agreement. A copy of this agreement must be presented to Landlord within 30 days of occupancy and updated annually.

- F.** The Tenant shall allow the Landlord to inspect the property at reasonable times.
- G.** Tenant shall allow Landlord the right to advertise "space for lease" six (6) months prior to expiration of lease.
- H.** The Tenant agrees not to use the said premises for any purpose other than as a "Library" without prior written consent of the Landlord.
- I.** By occupying the leased premises, Tenant accepts the same and acknowledges that the same complies fully with the Landlord's covenants and obligations hereunder.
- J.** Tenant shall take good care of the Leased Premises and keep the same free from waste at all times. Tenant shall keep the Leased Premises and sidewalks, in front of Leased Premises neat, clean, and free from dirt or rubbish at all times, and shall dispose of all trash and garbage in the receptacles provided by Landlord.
- K.** Landlord shall not be liable to Tenant or to Tenant's employees, agents, or visitors, or any other person whomsoever, for any injury to person or damage to property on or about the Leased Premises or the Common Area caused by the negligence or misconduct of Tenant, its employees, sub-tenants, licensees, or concessionaires, or of any other person entering the Shopping Center under expressed or implied invitation of Tenant, or arising out of the use of the premises by Tenant in the conduct of its business therein, or arising out of any breach or default by Tenant in the performance of its obligations hereunder; and Tenant hereby agrees to indemnify

Landlord and hold Landlord harmless from any loss, expense, or claims arising out of such damage or injury.

- L.** Tenant shall not allow the Leased Premises to remain vacant or cease to operate said business for more than five (5) days per week for any period in excess of ten (10) consecutive business days.
- M.** Tenant, its employees, sub-tenants, licensees, or concessionaires, or any other person entering the Leased Premises under expressed or implied invitation of Tenant shall not smoke in the Leased Premises.
- N.** Tenant shall not create or allow any nuisance or unlawful use of the premises or create or allow any conditions so as to increase the hazard of damage to the Center.
- O.** Tenant warrants and represents Tenant shall not use, store or transport any Hazardous Substances, Waste and Material on the Premises. Tenant shall be in compliance with all applicable federal, state and local laws, regulations and ordinances in reference to Hazardous Substances. Tenant additionally warrants and represents that the to the best of its knowledge no release, leak, discharge, spill, disposal or emission of Hazardous Substances, Waste and Material shall occur in, on or under the Premises, and that the Premises are free of Hazardous Substances, Waste and Material during occupancy. Tenant further warrants that it shall maintain EPA standards on said premises at all times and shall be liable for any and all releases, leaks, discharges, spills, disposal or emissions of Hazardous Substances, Waste and Material.
- P.** Upon the voluntary or involuntary termination of this Lease Agreement, all property left in and about the premises by the Tenant shall be considered abandoned and may be disposed of by the Landlord, in the Landlord's complete and sole discretion, without recourse by the Tenant.
- Q.** Tenant shall make arrangements for deliveries to be made by a method of transportation that will not cause damage to the property. Tenant further agrees that any damage caused by any delivery to their suite, whether by company vehicle, independent contractor or any other method of transportation, will be tenant's responsibility.

7. COVENANTS OF THE LANDLORD:

The Landlord hereby warrants, represents and covenants to the Tenant as follows:

- (A) **Quiet Enjoyment.** That, upon Tenant paying the rent and observing and performing all of the terms, covenants and conditions on Tenant's part to be observed and performed, Tenant may peaceably and quietly have, hold, occupy and enjoy the demised premises and all the appurtenances thereto without hindrances or molestation; provided, however, that Landlord and Landlord's agents may examine the leased premises at any reasonable time.

Landlord warrants that it has full right and power to execute and perform this Lease and to grant and convey the estate demised here in and that Tenant, on payment of the rent and performing the covenants herein contained, shall peaceably and quietly have, hold and enjoy the Premises, for the uses and purposes herein set forth, during the full term of this Lease and any extension or renewal thereof, provided, however, that Tenant accepts this Lease subject and subordinate to any recorded mortgage, deed of trust or other lien presently existing upon the Premises. Landlord is hereby vested with full power and authority to subordinate Tenant's interest herein to any mortgage, deed of trust or other lien hereafter placed on the Premises and Tenant agrees upon demand to execute such further instruments, subordinating this Lease as Landlord may request, provided such further subordination shall be upon the express condition that this Lease shall be recognized by the Mortgagee and that the rights of Tenant shall remain in full force and effect during the term of this Lease or any extension thereof so long as Tenant shall continue to perform all of the covenants of this Lease.

- (B) **Access.** That Tenant has access to all street fronts and adjoining rights-of-way.
- (C) **Maintenance.** Landlord shall keep the foundation, the exterior walls and roof and replacement of ceiling tiles caused by said roof leak; of the Demised Premises in good repair, however, any specialty ceiling tiles, tenant must pay the difference for any additional cost or labor to replace with like-kind; compared to standard ceiling tiles, and except that, Landlord shall not be required to make any repairs occasioned by the act or negligence of Tenant, its agents, employees, subtenants, licensees and concessionaires. In the event that the Demised Premises should become in need of repairs required to be made by

Landlord, Tenant shall give immediate written notice to Landlord; and Landlord shall not be responsible in any way for failure to make any such repairs until a reasonable time shall have elapsed after delivery of such written notice.

- (D) Right of Entry, Etc.** Landlord reserves the right to enter said premises at reasonable hours for reasons including, but not limited to, inspection of the premises, showings to prospects and to make such repairs as Landlord may deem necessary for the protection and preservation of said improvements and premises but Landlord is not bound to make any repairs whatever unless specifically stated in this agreement, nor is Landlord to be held liable for any damage, to Tenant's contents, in consequence of leaks, including fire sprinkler leakage, or for stoppage of water, sewer, gas or drain pipes by reason of freezing or other cause or obstruction, nor for any other defects about the building and premises. Should such leaks, obstructions, freezing stoppages, or other defects about the leased premises occur during the term of this lease, or while the Tenant is occupying the premises, the Tenant shall remedy the same promptly at Tenant's expense unless Landlord by written agreement undertakes to do the same.

8. MUTUAL COVENANTS:

The following stipulations and agreements are expressly understood by both the Landlord and the Tenant, and they do hereby agree to abide by them:

- (A)** The covenants and agreements contained in this Lease are interdependent and are binding on the parties hereto, their successors and assigns.
- (B)** It is mutually understood and agreed that, in the event it shall become necessary for either party to enforce the provisions of this Lease by legal action or employ attorneys for the collection of any monies due hereunder, then the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs, and other costs of such proceedings.
- (C)** Landlord and Tenant further agree that each does hereby waive and release any and all claims, demands and causes of action which the one might otherwise have against the other for damage to or loss of any part of the premises or any of the contents and leasehold improvements therein belonging to Tenant, and arising from perils

ordinarily insured against under standard fire and extended coverage insurance policies issued in the state where the premises are located, whether such damage or loss is occasioned by the negligence of the parties, their agents, servants and employees, or otherwise; and that all policies of insurance shall contain a proper provision, by endorsement or otherwise that the insured has so waived and released its rights of recovery against the other party hereto and shall waive the right of subrogation which such carrier might otherwise have had against such other party, all without impairment or invalidation of such insurance. The provision of this paragraph shall be equally binding upon and inure to the benefit of any subTenant of Tenant. Provided, that this paragraph shall not in any way be interpreted as a waiver or release of any claims, demands or causes of action arising from damage or loss attributable in part or whole to the intentional or willful acts of the Landlord or Tenant, their respective agents or employees.

- (D) If this Lease is executed before the Leased Premises becomes vacant, or if any present tenant or occupant of the premises holds over, and Landlord cannot acquire possession of the Leased Premises prior to the commencement date of this Lease, Landlord shall not be in default hereunder, and Tenant agrees to accept possession of the Leased Premises at such time as Landlord is able to tender the same. Landlord waives the payment of rent covering any period prior to tender of possession to Tenant hereunder.

9. ASSIGNMENT AND SUBLETTING:

The Tenant may not assign this Lease or sublease the whole or any part of said premises without the prior written consent of the Landlord. In the event of assignment or subletting, Tenant shall remain liable. Tenant shall pay a processing fee of \$1,000 to Landlord for any assignment or subletting request payable with the written request by Tenant.

Tenant shall not hire or employ any outside real estate company, broker, agent, etc. to lease said property without Landlord's written approval.

10. CONDEMNATION:

If the whole or a substantial part of the premises is taken under the power of eminent domain, or the threat thereof, so as to render the remaining premises unusable for the Tenant's agreed use, Tenant shall have the option to terminate this lease with 90 days written notice from the date of taking. The determination of whether or not a substantial part of the premises is taken, and whether or not the remaining premises is

suitable shall be determined by mutual agreement of the Landlord and Tenant provided that, if Landlord and Tenant cannot agree, then this matter shall be submitted to arbitration in accordance with the rules of the American Arbitration Association for a decision as to whether or not the remaining premises are in fact suitable for Tenant's agreed use and during such arbitration proceeding until a final determination is made, Tenant shall remain liable under the lease for all Tenant obligations. In the event the portion of the premises condemned or threatened to be condemned relates only to parking spaces and/or causes only a change in access points to public streets, Landlord shall have the option of providing reasonable access and parking spaces as required by applicable city codes for Tenant's agreed use of the premises and no arbitration shall occur. If the whole or any part of the demises premises is taken by eminent domain, or threat thereof, Landlord has the right to terminate this lease. All compensation for taking or threat thereof shall be paid to Landlord.

11. DAMAGE TO OR DESTRUCTION OF PREMISES:

If at any time the leased premises should be damaged by fire or other casualty, the Landlord shall have the option of either repairing the demised premises or terminating this lease as of the date of said fire or other casualty by notice to Tenant within thirty (30) days after said date. If Landlord elects to restore the demised premises, and if the damage to the demised premises renders the demised premises unusable for Tenant's agreed use, the rental from the date of said fire or other casualty, to the date of completion of the restoration of the premises, shall be abated as provided hereinafter. Abatement shall be calculated on a prorata basis of all Tenant's obligations herein compared to the percentage of space that is unusable.

12. REPAIRS AND ALTERATION:

Tenant shall not make alterations or additions to the demised premises without the prior written consent of Landlord, except for the installation of unattached, readily movable trade equipment which may be installed without connecting to water, sewer, gas, or electric systems, drilling, cutting, or otherwise defacing the premises. Tenant shall indemnify and hold Landlord harmless from any liability for cost of improvements. Tenant does not have any authority to bind Landlord for any such cost. All alterations or additions to the premises shall be the property of the Landlord, unless Landlord requests their removal. Landlord may request the removal of any unauthorized alterations or additions made by the Tenant, in which event Tenant shall remove the same and restore the Premises at Tenant's expense.

Tenant shall maintain the premises in good condition and repair, shall make all necessary repairs and replacements. If the premises are damaged or destroyed by fire or other casualty during the term of the lease, Tenant shall make all necessary repairs and

replacements with proceeds from Tenant's insurance to return the leased premises to the original condition.

13. REMOVAL:

Tenant shall have the right to remove Tenant's unattached, readily movable furniture and equipment (as described in Section 12), paid for by Tenant, provided Tenant has not defaulted in its performance of its obligations under this Lease. In the event that the removal of Tenant's unattached, readily movable furniture and equipment shall injure or damage the premises, Tenant agrees to promptly repair the damage at Tenant's expense. In the event of failure of Tenant to perform this covenant, Landlord may give Tenant thirty (30) days written demand to perform repairs or replacements. If Tenant has not commenced correction of such defects before the expiration of said thirty (30) days, the Landlord shall have the right to make said repairs or replacements and charge Tenant for said cost, labor, plus Twenty-five percent (25%) administrative fees.

14. LANDLORD DEFAULT:

Should Landlord default in the performance of any covenant required to be performed by Landlord, Tenant may serve upon Landlord a notice specifying the default and requiring performance by the Landlord within a period of time set forth in such notice, which shall not be less than thirty (30) days after receipt of said written notice. In the event that Landlord shall not have remedied the default within the time set forth in the notice, Tenant may consider this Lease terminated, unearned rent shall be prorated to the date of termination and Tenant shall have no further liability. However, if any default shall occur which cannot, with due diligence, be cured within a period of thirty (30) days, and Landlord, prior to the expiration of thirty (30) days from and after the giving of notice as aforesaid, commences to eliminate the causes of such default and proceeds diligently and with reasonable dispatch to take all steps and to do all work required to cure such default, then Tenant shall not have the right to declare the said term ended by reason of such default.

15. TENANT DEFAULT:

If Tenant shall fail to pay any installment of rent promptly on the date the same shall become due and payable hereunder, and shall continue in such default for a period of ten (10) days, or if Tenant shall fail to promptly keep and perform any other covenant of this Lease, strictly in accordance with the terms of this Lease, and shall continue in default for a period of ten (10) days then and in any such event and as often as any such event shall occur, Landlord may (a) declare the said term ended, and enter into said demised premises or any part thereof, either with or without process of law, and expel Tenant or any person occupying the same in or upon said premises and to

repossess and enjoy said premises as in Landlord's former estate; or (b) Landlord may take whatever other legal remedies are available under the laws of the State of Arkansas. Tenant shall remain liable for all obligations under this Lease despite reentry by Landlord and Landlord may re-rent the leased property as agent for Tenant, should Landlord so elect. Tenant waives any statutory or equitable right of redemption after reentry by Landlord.

16. CONTRACTUAL SECURITY INTEREST:

In addition to any statutory Landlord's lien, Tenant will execute such instrument on demand, Landlord shall have at all times a valid security interest to secure payment of all rentals and other obligations becoming due hereunder from Tenant, and to secure payment of any damages or loss which Landlord may suffer by reason of the breach by Tenant of any covenant, agreement, or condition contained herein, upon all inventory, accounts receivable, goods, wares, equipment, fixtures, furniture, improvements, and other personal property of Tenant presently, or which may hereafter be, situated on the Leased Premises, and all proceeds therefrom, and such property shall not be removed without the consent of Landlord until all arrearage in rent as well as any and all other sums of money then due to Landlord or to become due to Landlord hereunder shall first have been paid and discharged and all the covenants, agreements, and conditions hereof have been fully complied with and performed by Tenant. Said security interest of Landlord is and will be subordinated automatically to valid perfected purchase money security interests of banks which have loaned or will in the future loan money to Tenant for personal property located on the premises. Upon the occurrence of an event of default by Tenant, Landlord may, in addition to any other remedies provided herein, enter upon the Leased Premises and take possession of any and all goods, wares, equipment, fixtures, furniture, improvements, and other personal property of Tenant situated on the premises, without liability for trespass or conversion, and sell the same at public or private sale, with or without having such property at the sale, after giving Tenant reasonable notice of the time and place of any public sale or of the time after which any private sale is to be made, at which sale the Landlord or its assign may purchase unless otherwise prohibited by law, and without intending to exclude any other manner of giving Tenant reasonable notice, the requirement of reasonable notice shall be met if such notice is given in the manner prescribed in this lease at least seven (7) days before the time of sale. Any sale made pursuant to the provisions of this paragraph shall be deemed to have been a public sale conducted in a commercially reasonable manner if held in the above-described premises or where the property is located after the time, place, and method of sale and a general description of the types of property to be sold have been advertised in a daily newspaper having a general circulation in the county in which the property is located, for five (5) consecutive days before the date of sale. The proceeds from any such disposition, less any and all expenses connected with the taking of possession, holding and selling of the property (including reasonable attorney's fees and legal expenses), shall be applied as a credit against the indebtedness secured by the security interest granted in this paragraph.

Any surplus shall be paid to Tenant or as otherwise required by law; the Tenant shall pay any deficiencies forthwith. Upon request by Landlord, Tenant agrees to execute and deliver to Landlord a financing statement in form sufficient to perfect the security interest of Landlord in the aforementioned property and proceeds thereof under the provisions of the Uniform Commercial Code in the State of Arkansas.

17. NOTICES, DEMANDS, AND OTHER INSTRUMENTS:

All lease payments, notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms hereof shall be in writing and shall be deemed to have been properly given if sent by registered or certified mail, postage prepaid, or telegram, charges prepaid, addressed to the Landlord at 20192 Arch Street Little Rock, Arkansas 72206 and to Tenant at the address indicated in paragraph 1 hereof, or at such other address as the parties may designate by notice as provided herein.

18. BINDING EFFECT:

All the covenants, conditions and obligations herein contained shall be binding upon an inure to the benefit of the respective successors and assigns of the parties hereto to the same extent as if each such successor and assign were in each case named as a party to this Lease. This Lease may not be changed, modified or discharged, except by a writing, signed by both Landlord and Tenant.

19. SEVERABILITY:

Each and every covenant and agreement contained in this Lease shall for all purposes be construed to be a separate and independent covenant and agreement, and the breach of any covenant or agreement contained herein by either party shall in no way or manner discharge or relieve the other party from its obligation to perform each and every covenant and agreement herein.

20. LEASE SUBORDINATION:

Tenant agrees to subordinate this lease to any financing which the Landlord may now or hereafter place on the Shopping Center.

21. HEADINGS AND TERMS:

The headings to the various paragraphs of this Lease have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof. The term

"person" when used in this Lease, shall mean any individual, corporation, partnership, firm, trust, joint venture, business association, syndicate, combination or any other person or entity. The terms "Landlord" and "Tenant" being intended to include the successors and assigns of the original parties and the heirs, legal representatives, successors and assigns of the respective persons who from time to time are Landlord and Tenant, wherever the context of this Lease so requires or admits.

22. EXECUTION:

This Agreement must be signed and returned by Tenant within five (5) business days of the date mailed. This Lease shall not be final or binding until signed by the Landlord. Landlord has final decision on binding said Lease.

23. CONSTRUCTION OF LEASE:

Words of any gender used in this Lease shall be held to include any other gender, and words in the singular number shall be held to include the plural, when the sense requires. Wherever used herein, the words "Landlord" and "Tenant" shall be deemed to include the heirs, personal representatives, successors, subTenant and assigns of said parties, unless the context excludes such construction.

24. MODIFICATION AND WAIVER:

This agreement may not be modified except by a written, signed modification executed by all parties hereto.

No waiver by Landlord or Tenant of any breach of any term, covenant or condition hereof shall be deemed a waiver of the same or any subsequent breach of the same or any other term, covenant or condition. The acceptance of rent by Landlord shall not be deemed a waiver of any earlier breach by Tenant of any term, covenant or condition hereof, regardless of Landlord's knowledge of such breach when such rent is accepted. No covenant, term or condition of this Lease shall be deemed waived by Landlord or Tenant unless waived in writing.

25. PARKING:

Landlord may designate employee-parking areas using Landlords sole discretion.

26. MISCELLANEOUS:

Landlord will not allow any newspaper stands or other items on the sidewalks of the shopping center. Landlord will not allow any specialty banners to be hung outside of Tenant's suite.

27. NO CONSTRUCTION AGAINST DRAFTER

The Parties acknowledge and agree that each party has reviewed and negotiated the terms and provisions of this Lease Agreement and has had the opportunity to contribute to its revision. Should any provision of this Lease Agreement require judicial interpretation, the court interpreting or construing such provision shall not apply the rule of construction that a document is to be construed more strictly against one party.

28. GOVERNING LAW:

The laws of the State of Arkansas shall govern the interpretation, validity, performance and enforcement of this Lease.

30. INFORMATION SHEET:

The information sheet is attached as Exhibit B and must be completed, in its entirety, by Tenant.

31. SHOPPING CENTER RULES:

The shopping center rules attached as Exhibit C are a part of this Lease Agreement and failure to abide by them is a direct default of the Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date set forth below.

DATED: _____

TENANT: Saline County Library

BY: _____
Patricia Hector,

Dated: _____

Landlord: Hope Valley Estates, LLC

BY: _____
Charles Sanders

EXHIBIT "A"
SIGN CRITERIA

- The sign must be a LED illuminated channel or cloud sign on a raceway, supplied by a Landlord approved vendor.
- The height must be a minimum of 2' and must not exceed a maximum of 3'. The length must be a minimum of 8' and must not exceed 15'.
- It must be centered over Tenant's space or entrance and must not exceed the vertical façade of the building.
- A color proof from the sign company showing the size, layout, materials, graphics and design must be submitted to the Landlord for written approval.
- No flashing, moving or audible signs shall be permitted
- Must comply with all local building and electrical codes
- Tenant is responsible for all permits.
- No exposed conduit, tubing, conductors, transformers or other electrical appurtenances shall be used.
- Electrical service to all signs shall be provided from the Tenant's meter by the Tenant.
- Tenant shall be responsible for repair of any damage to the building caused by the installation and removal of Tenant's sign(s).

EXHIBIT "B"

BUSINESS INFORMATION SHEET

PLEASE PRINT LEGIBLY

Business Name: _____

Hours of Operation: _____ **Suite#:** _____

Type of Business: _____

Business Telephone: _____

Tax Id/EIN# ____ - _____

Primary Contact Name: _____

Title: _____

Telephone: _____ **Cell Phone:** _____

Email Address: _____

Emergency Contact 1: _____

Relation: _____

Address: _____

Telephone: _____ **Cell Phone:** _____

Email Address: _____

Emergency Contact 2: _____

Relation: _____

Address: _____

Telephone: _____ **Cell Phone:** _____

Email Address: _____

Accounting Contact: _____

Title: _____

Address: _____

Telephone: _____ **Cell Phone:** _____

Email Address: _____

EXHIBIT "C"

SHOPPING CENTER RULES

1. Any sign, lettering, picture, notice, or advertisement installed within the Premises or elsewhere on Landlord's property shall be installed at Tenant's cost and in such manner, character and style as Landlord may approve in writing.
2. Tenant shall not use the name of the Center, or any simulation or abbreviation thereof, or any name which, regardless of the spelling thereof, has the same or a similar sound as such name, as its name or as part of its name without Landlord's prior written consent. Tenant may use the address of the Center as the address of its business but shall not use pictures of the Center without Landlord's prior written consent.
3. Tenant, its customers, invitees and guests shall not obstruct sidewalks, entrances, passages, courts, corridors, vestibules, halls and stairways in and about the Center. Tenant shall not place objects against glass partitions or doors or windows that would be unsightly from the Center corridor, or from the exterior of the Center, and will promptly remove same upon notice from Landlord.
4. Tenant shall not make noises, cause disturbances or vibrations, or use or operate any electrical or electronic devices or other devices that emit sound or other waves or disturbances, or create odors, any of which may be offensive or unreasonable in nature to other tenants and occupants of the Center or that would interfere with the operation of any device or equipment or radio or television broadcasting or reception from or within the Center or elsewhere, and shall not place or install any projections, antennae, aerials or similar devices inside or outside of the Premises.
5. Tenant shall not make any store-to-store canvass to solicit business from other tenants in the Center, and shall not exhibit, sell or offer to sell, use, rent or exchange any item or service in or from the Premises unless ordinarily embraced within Tenant's use of the Premises specified herein.
6. Tenant shall not affix additional locks on doors without Landlord's written consent. When the Lease is terminated, Tenant shall disclose to Landlord the combination of any safes, cabinets or vaults left in the Premises.

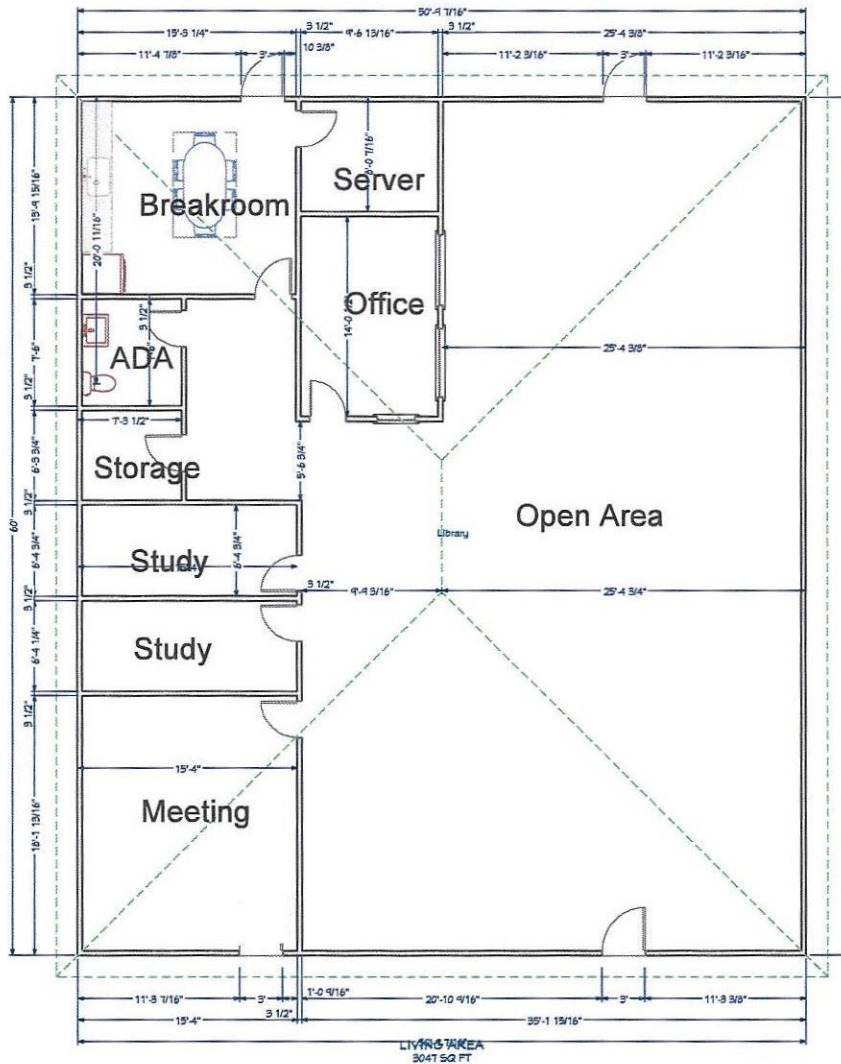
7. Tenant assumes full responsibility for protecting its space from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed and secured.
8. Peddlers, solicitors and beggars shall be reported to the Landlord.
9. Tenant shall not overload floors and Tenant must have Landlord's prior written consent as to size, maximum weight, routing and location of business machines, safes and heavy objects. Tenant shall not install and operate machinery, or any mechanical devices of a nature not directly related to Tenant's ordinary use of the Premises without the prior written consent of Landlord.
10. No alcohol may be sold, distributed, or brought, onto the premises.
11. In no event shall any person bring into the Center inflammables such as gasoline, kerosene, naphtha and benzine, or explosives or any other article of intrinsically dangerous nature without the express written consent of the Landlord. If by reason of the failure of Tenant to comply with the provisions of this article, any insurance premium for all or part of the Center shall at any time be increased, Landlord shall have the option either to terminate this Lease or to require Tenant to make immediate payment of the whole of the increased insurance premium.
12. Tenant shall comply with all applicable Federal, State, and Municipal laws, ordinances and regulations and building rules, and shall not directly or indirectly make any use of the Premises which may be prohibited by any thereof or may be dangerous to person or property or may increase the cost of insurance or require additional insurance coverage.
13. Tenant shall not make any improvements, alterations, additions or installations in or to the Premises without Landlord's prior written consent. Landlord's decision to refuse such consent shall be conclusive. If Landlord consents to such improvements, alterations, additions or installations, before commencement of the work or delivery of any materials onto the Premises, Tenant shall furnish Landlord with plans and specifications, names and addresses of contractors, copies of contracts, necessary permits and licenses and indemnification in such form and amount as may be satisfactory to Landlord and waivers of lien against any and all claims, costs, expenses, damages and liabilities which may arise in connection with the work. Any and all such improvements, alterations, additions or installations shall belong to Lessor. Whether Tenant furnishes Landlord the foregoing or not, Tenant hereby agrees to hold Landlord forever harmless

from any and all claims and liabilities of every kind and description which may arise out of or be connected in any way with said improvements, alterations, additions or installations. All such work shall be done only by contractors or mechanics approved by Landlord and at such time and in such manner as Landlord may from time to time designate. Tenant shall pay the cost of all such improvements, alterations, additions or installations, and also the cost of protecting the Premises occasioned by such improvements, alterations, additions or installations. Upon completing such improvements, alterations, additions or installations, Tenant shall furnish Landlord with contractors' affidavits and full and final waivers of lien and receipted bills covering all labor and materials expended and used. All such improvements, alterations, additions, or installations shall comply with all insurance requirements and with all laws, ordinances, rules and regulations of all governmental authorities, and shall be constructed in a good and workmanlike manner, and only good grades of materials shall be used. Tenant shall permit Landlord to supervise construction operating in connection with such work. If Tenant desires signal, communication, alarm or other utility or service connection installed or changed, the same shall be made at the expense of Tenant, with approval and under direction of Landlord.

14. Tenant hereby covenants and agrees not to place or permit to be placed any lien or liens on or against the Premises or the Property. Further, Tenant does hereby waive, relinquish and disclaim any right or power to cause any lien to attach to Landlord's interest in the Premises or the Property, and Tenant does hereby agree to hold harmless indemnify and defend Landlord from and against any such lien or liens.

15. Tenant shall not smoke in or within 100 feet of the premises. Further, Tenant shall not permit employees, agents, or visitors, or any other person to smoke in or within 100 feet of the premises. Tenant smoking in personal vehicles in drive thru excluded.

EXHIBIT "A"



Hope Valley Plaza
Suites 20 & 21
Landlord shall deliver the premises as follows
per this schematic:

- Meeting room with glass door
- (2) study rooms with glass door
- Storage closet
- (1) ada bathroom
- Breakroom with cabinet and sink
- Server room
- Office with windows and glass door

Walls to be finished and painted
sheetrock, color tbd.

Standard LED commercial lights throughout

Drop acoustic ceiling in all enclosed rooms

No ceiling in large open area

2 HVAC units (1 per suite)

Outlets to be marked upon electrical walkthrough
with Tenant

(Flooring to be installed or concrete stained
and / or sealed by Tenant)

Note: Fridge and furnishings as shown are for
reference only. All measurements are approximate.

Hope Valley Estates, LLC:

Charles Sanders _____ Date _____

Saline County Library

Patricia Hector _____ Date _____

Reconsideration of Materials Policy Draft

Anyone is free to personally reject materials of which he or she does not approve; however, the choice of library materials for personal use is an individual matter. No one has the right to exercise censorship to restrict the freedom of use and or access of others. Any request for reconsideration of an item in the collection must follow the Library's procedure, as follows:

1. A person affected by library material or an employee of the library may challenge the appropriateness of material available in the library. Before a person can file a challenge, they shall request a meeting with the library director.
2. After the meeting, if a person still objects to materials held by the Library, they may submit a complete Citizen's Request for Reconsideration of Library Materials Form with full name and address. Anonymous forms will not be accepted. **The patron seeking reconsideration must read, view, or listen to the entirety of the work before requesting reconsideration of library material.**
3. Upon receipt of the completed form, the Library Director will select a committee of library personnel. The committee shall determine if the materials being challenged meets the criteria of selection. Material being challenged shall not be withdrawn solely for the viewpoints expressed within the materials and shall be reviewed in its entirety and shall not have selected portions taken out of context.
4. The material being challenged shall remain available throughout the challenge process.
5. The committee shall allow the person to present their request to the committee and then meet to discuss the material being challenged. The committee shall vote to determine whether the material shall be removed from the library's collection.
6. A member of the committee who votes with the majority shall write a summary of the reasons for the majority's decision. Notice of the decision shall be given by hand or certified mail to the challenger.