

**Saline County Library
Board of Trustees
Special Meeting Agenda**

Date: 10/25/2023 | Time: 4:00 p.m.
1800 Smithers, Benton, AR

1. Call to Order
2. 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.
3. New Business
 - a. Develop Plan for Library Director Search
 - b. Discuss Interim Library Director Compensation
 - c. Complete Review of Board Bylaws
 - d. Approve New Adult Section of Collection Development Policy
 - e. East End Lease Agreement
 - f. Credit Card Resolution
 - g. Updated Check Signer Form
 - h. Draft Budget

Adjourn

Next regular board meeting: 13 November 2023

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

Matt Brumley, County Judge

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:	October <u>November</u> 1, 2023
Expiration Date:	September 30 <u>October 31</u> , 2026
Rent Commencement Date:	October <u>November</u> 1, 2023
Occupancy Date:	October <u>November</u> 1, 2023
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.

Prior to one hundred and eighty (180) days before the expiration date of this lease, tenant shall have the exclusive right to renew this lease at a reasonable rate agreed to by

all parties in writing. The parties agree that any increases in the renewed rent amount, including common area maintenance charges, shall remain consistent with the increases established in this lease, approximately 3% per year, and in no event shall increase greater than 10% per year. All other terms and conditions shall remain the same unless otherwise agreed to in writing by all parties. To effectuate a renewal of this lease, the Tenant shall notify Landlord in writing of its desire to renew or extend this lease, and the parties shall execute an extension of the lease prior to the expiration date of the lease as stated herein.

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.

October 1, 2023 through September 30, 2024 \$4,200.00
October 1, 2024 through September 30, 2025 \$4,326.00
October 1, 2025 through September 30, 2026 \$4,455.00

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

October 1, 2023 through September 30, 2024 \$50.00
October 1, 2024 through September 30, 2025 \$51.50
October 1, 2025 through September 30, 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 or 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 and natural gas, 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.~~
In the event any changes, alterations, or additions to the leased premises that amount to a permanent fixture on the leased premises, are required by law, ordinance, or regulation of the Fire Department or Board of Health, such change, alteration, or addition and any cost associated with such change, alteration, or addition shall be the responsibility of Landlord. Any change, alteration, or addition that does not amount to a permanent fixture to the leased premises, and any cost associate with such change, alteration, or addition, shall be the responsibility of 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. Landlord shall pay water and sewer utility charges.
- (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.

32. CONSTITUTIONAL, STATUTORY, OR COMMON LAW IMMUNITY

Nothing in this Lease Agreement shall be construed as a waiver of any applicable constitutional, statutory, or common law immunity of Tenant.

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

DATED: _____

Tenant: Saline County Library

BY: _____

Matt Brumley, County Judge

DATED: _____

Landlord: Hope Valley Estates, LLC

BY: _____
Charles Sanders

EXHIBIT "A"
SIGN CRITERIA

- The sign must be 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.
- If Electrical is needed, 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.



Bob Herzfeld Memorial Library
 1800 Smithers Drive
 Benton, AR 72015
 (501) 778-4766

Mabel Boswell Memorial Library
 201 N. Prickett Road
 Bryant, AR 72022
 (501) 847-2166

RE: Resolution for First Security Bank Credit Cards

At the Saline County Library Board of Trustees meeting on September 18, 2023, the Board of Trustees approved card authorization for the following staff:

	<u>General Account</u>
Patty Lynn Hector, Library Director	\$8000
Leigh Espey, Library Manager	\$8000
Rebecca Kidder, Susan Jacobs, Bryant Branch Manager	\$5000
Amanda Garrison, East End Branch Manager	\$5000
Wendy Christy, Youth Services Manager	\$5000
Kari Lapp, Marketing Manager	\$5000
Rob Walton, Building Operations Manager	\$8000
Billy Jack Osborne, Maintenance Coordinator	\$500
Saline County Library Travel	\$8000

Please cancel the credit cards for the below listed individuals:

Patty Hector *7719
 Rebecca Kidder *4107
 Alissa Turner *2288

Billy Osborne *4237
 Kevin Benham *4977
 Jill Martin *8120

Please increase Rob Walton’s credit card limit from \$5000 to \$8000 as his areas of responsibility have doubled with adding the Gann Museum and new East End Branch.

Please increase Leigh Espey’s credit card limit from \$5000 to \$8000 because we need to transfer recurring auto pay bills from Patty’s cancelled card to Leigh’s credit card.

Please issue a new credit card for Saline County Travel in the amount of \$8000, Amanda Garrison in the amount of \$5000, and Susan Jacobs in the amount of \$5000.

Signed,

 Matt Brumley
 Saline County Judge

 Marian Douglas
 Library Board of Directors Chair

RE: Resolution for First Security Check Signers

At the Saline County Library Board of Trustees meeting on November 13, 2023, the Board of Trustees cancelled check signing privileges for the following staff:

Patty Hector, Director

Please make the change that is highlighted.

Signed,

Matt Brumley
Saline County Judge

Marian Douglas
Library Board of Directors Chair



Saline County Library Draft Budget 2024

Item #	Budget Classification	2023	2024	Notes
Personnel Budget				
Salaries				
	Full-time Salaries	\$1,550,000.00	\$1,579,000.00	includes additional position for EE branch
	Part time Salaries	\$246,000.00	\$280,000.00	this includes Gann Museum Employee and new PT Employee at East End added during 2023
	Step increases for 37 staff who qualify	\$34,236.22	\$72,540.48	COLA INCREASE @ 4%
	Total Salaries	\$1,830,236.22	\$1,931,540.48	
Benefits				
600	Payroll Taxes	\$120,000.00	\$130,000.00	
800	Noncontributory retirement (15.32%)	\$ 260,000.00	\$ 278,500.00	includes new position for EE BRANCH
900	Healthcare	\$ 200,000.00	\$ 266,000.00	County HR anticipates 33% increase, TPA still shopping around
1000	Worker's Comp	\$6,000.00	\$6,000.00	
1200	Other Fringe Benefits	\$1,000.00	\$1,000.00	
	Total Benefits	\$587,000.00	\$681,500.00	
Total Personnel Budget		\$2,417,236.22	\$2,613,040.48	
Other Services and Charges				
Supplies				
1600	Printing	\$10,000.00	\$10,000.00	
1700	General Office Supplies	\$30,000.00	\$30,000.00	
2000	Janitorial Supplies	\$8,000.00	\$10,000.00	Contracting with Unifirst for some cleaning supplies & laundering Will still have janitorial supply costs outside scope of Unifirst's offerings
3070	Rents, Land & Building		\$50,500.00	East End Lease
3300	Service Contracts	\$135,000.00	\$85,000.00	reduced based on 2023 actuals
Professional Services				
4500	Engineering and Architectural	\$5,000.00	\$0.00	don't anticipate using this line item this year
4900	Communications	\$40,000.00	\$41,500.00	e-rate discount runs from July-June and discount is on AT&T bills for Internet only. Budgeted amount needs to reflect charges w/out e-rate discount
5000	Postage	\$12,000.00	\$13,000.00	passports, books-by-mail and ILL working with stamps.com to reduce postage cost by .05 per letter
6800	Professional Services	\$15,000.00	\$65,000.00	\$5,000 for previous Wage Analysis Added \$50k from reserves here for Attorney & 3rd party auditor
Transportation				
2500	Fuel for Vehicle Use	\$5,000.00	\$5,000.00	
5200	Mileage Reimbursement	\$2,000.00	\$2,000.00	
5300	Travel (airline and rental car, etc)	\$4,000.00	\$4,000.00	
Advertising and Marketing				
5500	Advertising and Marketing	\$35,000.00	\$35,000.00	
Insurance				
5800	Fire and Extended Coverage	\$15,000.00	\$30,000.00	increased based off 2023 actuals
5900	Vehicle Insurance	\$4,000.00	\$4,000.00	
72-6000	Utilities			

72-6100	Electricity	\$75,000.00	\$75,000.00	remained the same as we are only at 55K on 2023 Actuals
72-6200	Gas	\$21,000.00	\$23,000.00	increased based off 2023 actuals & EE
72-6300	Water	\$6,500.00	\$7,500.00	increased based off 2023 actuals & EE
72-6400	Waste Disposal	\$8,000.00	\$5,500.00	reduced waste cost by \$2.8k with Republic Svcs
	Repairs and Maintenance			
73-6500	Building and Improvements	\$35,000.00	\$15,000.00	majority of costs in 2024 will come from new purchases. See LOA 9100
73-6600	Machinery and Equipment	\$15,000.00	\$15,000.00	
	Miscellaneous			
7900	Meals and Lodging	\$4,000.00	\$4,000.00	
74-7300	Dues and Memberships	\$5,000.00	\$9,500.00	increased based off 2023 Actuals
8200	Refunds	\$2,000.00	\$2,000.00	
8500	Programming	\$90,000.00	\$90,000.00	
8600	Computer Software	\$121,000.00	\$110,000.00	reduced based off 2022 & 2023 Actuals
8700	Staff Development	\$5,000.00	\$6,000.00	ELLA & SHRM
8752	Fundraising	\$1,000.00	\$1,000.00	
	Materials			
8800	Books, Magazines, and other sources	\$550,000.00	\$550,000.00	
9100	Building and Furniture	\$350,000.00	\$402,000.00	Replace carpet in Benton (didn't happen in 2023) added \$50k from reserves here-AW
9300	Machinery and Equipment	\$45,000.00	\$69,000.00	Replacing public computers & printers
9600	Friends Expenses	\$14,396.00	\$10,000.00	Sensory Walk Bryant, supplies for happy sacks This line was not on orig draft budget
G2019				
9500	Miscellaneous (not earmarked)	\$53,958.90	\$35,659.52	
	Total Other Services and Charges	\$1,721,854.90	\$1,815,159.52	
	Total Budget	\$4,139,091.12	\$4,428,200.00	
	Estimated Income			
	Millage*	\$3,375,000.00	\$4,000,000.00	
	State Aid	\$147,000.00	\$147,000.00	Kept the same b/c we are currently sitting at \$100,855.96
	Fines, Fees, and Copies	\$32,000.00	\$30,000.00	should have made more, but LPT1 was down
	Interest	\$20,000.00	\$64,000.00	
	Rollover/Reserves	\$410,000.00	\$510,000.00	Take from reserves for carpet (-\$50k) Take from reserves Atty & Auditor fees (-\$50k) Added \$200k from projected millage revenue
	Passports	\$21,000.00	\$40,000.00	
	Book Sales	\$14,000.00	\$45,000.00	increased based off 2023 Actuals We are also going to sell donated & weeded books on Amazon beginning in 2024
	Fundraising	\$3,000.00	\$2,200.00	
	Projected Revenue	\$4,022,000.00	\$4,838,200.00	

*received projected millage revenue from Saline County Comptroller

Projected Revenue 2024

Revenues	2023 Actuals as of 10/20/2023	2024 projection	
Millage*	4,200,000.00	\$4,000,000.00	
State Aid	100,855.96	\$147,000.00	Kept the same b/c we are currently sitting at \$100,855.96
Fines, Fees, and Copies	30,359.94	\$30,000.00	should have made more, but LPT1 was down
Interest	64,090.92	\$64,000.00	
Rollover/Reserves	360,000.00	\$510,000.00	Take from reserves for carpet (-\$50k) Take from reserves Atty & Auditor fees (-\$50k) Added \$200k from unappropriated projected millage revenue
Passports	39,165.00	\$40,000.00	
Book Sales	46,510.07	\$45,000.00	increased based off 2023 Actuals We are also going to sell donated & weeded books on Amazon beginning in 2024
Fundraising	2,215.49	\$2,200.00	
Projected Revenue	4,843,197.38	4,838,200.00	

*received projected millage revenue from Saline County Comptroller

First Security MM Interest	
12/30/2022	3516.69
1/31/2023	4498.45
2/28/2023	4456.95
3/31/2023	5599.01
4/28/2023	4906.84
5/31/2023	5441.32
6/30/2023	5334.88
7/31/2023	5670.23
8/31/2023	6990.94
9/29/2023	6675.61
10/31/2023	5500 est
11/30/2023	5500 est
Total:	64090.92

Reserves calculation

410000	2023 reserves
200000	surplus from 2024 projected millage
-50000	Attorney & Auditor Fees
-50000	Carpet & paint capital expenditures
510000	Total in reserve

3300 Service Contracts Breakout

Category	2024
Adams Pest Control	\$1,048.00
American Fire Protection	\$2,611.00
EagleTechnologies (network backup services)	\$5,000.00
Datamax - copiers	\$7,500.00
Stirling (Website Hosting)	\$1,500.00
Harrison Energy Partners (Benton Service Contract)	\$19,500.00
Johnson Controls (Tyco) - security	\$5,250.00
Kone - Elevator	\$4,929.00
Jones Heat and Air (Bryant Service Contract)	\$1,079.00
Promas**	\$10,000.00
Unifirst (cleaning supplies and laundry)	\$1,500.00
Tech Logic - RFID & Self-check	\$4,000.00
Terry's Window Cleaning	\$2,500.00
Ingram Library Services	\$300.00
B&T - lease books	\$1,495.00
Amazon	\$0.00
Record Imaging Systems (microfilm reader service contract)	\$2,700.00
Arkansas Dept of Labor (elevator License)	\$50.00
TeamViewer (software for remote login)	\$1,350.00
Greenspan Lawn Care	\$11,800.00
Total	\$84,112.00

Free 2023 & 2024

**3-year contract for Aerohive and Sonic Wall (wi-fi and security)

Repairs and Maintenance Breakout

6500 Building & Improvements	2024
AC Units in Bryant	\$8,000.00
Total	\$8,000.00

6600 Machinery & Equipment	2024
Repairs for Traverse	\$2,000.00
Total	\$2,000.00

8500 Programming Breakout

LOA

	Category	2024	Notes
8500	Youth Programming	\$32,000.00	
8550-1	Community Engagement	\$10,000.00	
8570	Makerspace	\$20,000.00	
8550	Adult Programming	\$28,000.00	
	Total	\$90,000.00	

Makerspace Breakdown

	Amount	Notes
Benton		
Makerspace Programs	\$2,000	Craft supplies, disposable containers and bags
Makerspace Circulating Kits	\$2,000	Supply and replenishment
Equipment Maintenance	\$3,000	Money for repairs, upkeep, or replacement
Supplies	\$10,000	Restocking basic supplies to have on hand for programming needs and patron use during Makerspace hours
Bryant		
Equipment/Maintenance	\$1,000	
Supplies	\$2,000	General supplies for programs, open hours, circulating kit replenishment and grab & go kits cancelling grab & go kits
Total	\$20,000	

8600 Computer Software Breakout

Category	2024	
Bamboo HR Software - yearly	\$7,000.00	
Adobe	\$4,669.00	
Envisionware Cloud Nine (printing/computer reservation)	\$738.00	
Envionsionware Central Mgmt	\$1,015.00	
Faronics (Deep Freeze--clears patron computers after use)	\$630.00	
Intuit (Quickbooks)	\$2,892.00	
Productive Corp. (Sophos) - IT security	\$13,913.00	
Wufoo - Forms	\$375.00	
Communico (Calendar/Event/Room Scheduling)	\$14,950.00	Contract up in July--switching to Libcal a much cheaper alternative
LibCal (new calendar/Event/Room scheduling)	\$2,000.00	new product starting July
PatronPoint (marketing software for patrons)	\$11,000.00	
Niche Academy (tutorials for website)	\$4,200.00	
Zoom	\$180.00	
BiblioCore (discovery layer for catalog)	**19,696	Mid-Ark pays from State Aid
Wave Video Making & Hosting	\$576.00	
Microsoft Office 365 (through Promas)	\$10,500.00	
Sirsi/Dynix (Symphony and Portfolio)	**24,602	Mid-Ark pays from State Aid
ILS (book locker maintenance)	\$2,390.00	
OCLC (cataloging and interlibrary loan)	\$25,000.00	
Total	\$102,028.00	

** paid by Mid-Ark from state aid

8800 Materials Breakout

Category	2020	2021	2022	2023	2024
Benton Adult Audio	\$12,000	\$14,000	\$14,000.00	\$10,000.00	\$8,000.00
Benton Adult Books	\$50,000	\$38,000	\$37,500.00	\$37,500.00	\$35,000.00
Benton LP	\$24,000	\$20,000	\$20,000.00	\$16,000.00	\$16,000.00
Benton Adult CD	\$1,000	\$0	\$0.00	\$0.00	\$0.00
Benton Adult Video	\$60,000	\$48,000	\$41,600.00	\$31,100.00	\$26,000.00
Benton Children Audio	\$3,000	\$5,000	\$5,000.00	\$4,000.00	\$4,000.00
Benton Children Books	\$40,000	\$32,000	\$32,000.00	\$32,000.00	\$32,000.00
Benton Children Video	\$14,500	\$12,000	\$12,000.00	\$12,000.00	\$12,000.00
Benton Tablets	\$500	\$3,000	\$5,000.00	\$5,000.00	\$5,000.00
Benton Young Adult Audio	\$2,000	\$2,000	\$2,000.00	\$1,000.00	\$1,000.00
Benton Young Adult Books	\$6,000	\$6,000	\$6,000.00	\$6,000.00	\$6,000.00
Bryant Adult Audio	\$4,000	\$5,000	\$5,000.00	\$3,000.00	\$3,000.00
Bryant Adult Books	\$22,000	\$19,000	\$20,000.00	\$20,000.00	\$20,000.00
Bryant LP	\$10,000	\$10,000	\$10,000.00	\$8,000.00	\$8,000.00
Bryant Adult Video	\$24,000	\$15,000	\$15,000.00	\$12,500.00	\$12,500.00
Bryant Tablets	\$500	\$3,000	\$4,000.00	\$4,000.00	\$4,000.00
Bryant Children Audio	\$1,000	\$2,000	\$3,000.00	\$3,000.00	\$3,000.00
Bryant Children Books	\$10,000	\$9,000	\$10,000.00	\$10,000.00	\$10,000.00
Bryant Children Video	\$7,000	\$6,000	\$5,000.00	\$5,000.00	\$5,000.00
Bryant Young Adult Audio	\$500	\$500	\$500.00	\$500.00	\$500.00
Bryant Young Adult Books	\$4,000	\$4,000	\$4,000.00	\$4,000.00	\$4,000.00
East End Adult Audio					\$1,000.00
East End Adult Books					\$12,000.00
East End LP					\$5,000.00
East End Adult Video					\$2,500.00
East End Tablets					\$500.00
East End Children Audio					\$1,500.00
East End Children Books					\$10,000.00
East End Children Video					\$2,500.00
East End Young Adult Audio					\$500.00
East End Young Adult Books					\$2,000.00
Digital	\$106,000	\$142,000	\$153,000.00	\$181,000.00	\$181,000.00
Spanish		\$6,000	\$2,000.00	\$2,000.00	\$2,000.00
Video Games	\$11,500	\$12,000	\$14,000.00	\$14,000.00	\$16,082.00
Board Games	\$0	\$0	\$0.00	\$1,000.00	\$1,000.00
RP	\$500	\$500	\$500.00	\$500.00	\$500.00

Digital Breakdown	
Kanopy	\$ 20,000.00
Freegal	\$ 10,000.00
Hoopla	\$ 50,000.00
Overdrive	\$ 101,000.00
	\$ 181,000.00
Magazines	

includes platform fee portion for SCL paid to Mid-Ark

Database Breakdown	
A - Z	\$ 2,625.00
Brainfuse	\$ 12,000.00
LinkedIn Learning	\$ 15,000.00
Newsbank	\$ 17,096.00
Fold3	\$ 4,315.00
Ancestry	\$ 2,160.00
Sanbourn Maps	\$ 1,332.00
Chilton's	\$ 4,980.00
Gale ebooks	\$ 641.00
Ebsco	\$ 11,663.00
RBDigital	
Heritage Quest	
NY Times	*2000
LIRC	\$ 5,442.00
	\$ 77,254.00

Genealogy, Obit, Newspapers

Small Engine Repair, LibraryAware, Consumer Reports

won't renew in January 2024

Nolo Press law replaces Law Depot

0%

Capital Outlays Breakout

9100 Building and Furniture	2024
Replace carpet & paint	\$400,000.00
Office Chair replacements	\$2,000.00
Total	\$402,000.00

9300 Machinery and Equipment Total:	2024
Replace public computers	\$20,000.00
Replace vehicle	
Replace RFID equipment and self-checks	\$25,000.00
Security cameras	\$3,500.00
Upgrade wifi	\$10,000.00
Printers	\$2,000.00
Rebuild shed	\$8,000.00
Total	\$68,500.00

Additional cameras

replace Datamax printers as they go off contract

Conference Attendance Breakout

Category	2024
5300 Travel (airline and rental car, etc.)	\$4,000.00
7900 Meals & Lodging	\$4,000.00
7300 Dues & Memberships	\$5,000.00
8700 Staff Development	\$6,000.00 (pricing for ELLA and SHRM could be different)
70-5200 POV Mileage	\$200.00
Total	\$19,200.00

Conference	# of Attendees	8700		7300		5300		7900		7900		70-5200		TOTAL
		Conf Fee	Total Conf Fee	Membership Fee	Total Membership Fee	Air/Renta I Car	Total Air/Renta I Car	Meals	Total Meals	Lodging	Total Lodging	Mileage	Total POV Mileage	
Arkansas Library Association (ArLA)	4	\$150.00	\$600.00		\$0.00				\$0.00		\$0.00	\$42.58	\$170.30	\$770.30
Arkansas SHRM Conference	3	\$375.00	\$1,125.00		\$0.00	\$0.00	\$0.00		\$0.00		\$0.00			\$1,125.00
ELLA Conference	2	\$275.00	\$550.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$550.00
LMCC (marketing)	2	\$400.00	\$800.00		\$0.00	\$600.00	\$1,200.00	\$180.00	\$360.00	\$200.00	\$400.00			\$2,760.00
NAEYC (early childhood education)	4	\$345.00	\$1,380.00	\$69.00	\$276.00	\$200.00	\$200.00	\$150.00	\$600.00	\$200.00	\$400.00			\$2,856.00
Public Library Assoc (conference is every other year)	3	\$347.00	\$1,041.00		\$0.00	\$500.00	\$1,500.00	\$300.00	\$900.00	\$200.00	\$600.00			\$4,041.00
			\$5,496.00		\$276.00		\$2,900.00		\$1,860.00		\$1,400.00		\$170.30	\$12,102.30

Mileage Breakdown

Event	miles	GSA rate/mi	per traveler amt	attendees	total
Arla	65	0.655	42.575	4	170.3