

ORDINANCE NO. 95-117

AN ORDINANCE REPEALING CHAPTER 2.68 OF THE BENTONVILLE MUNICIPAL CODE, LIBRARY, AND PROVIDING FOR THE ENACTMENT OF A NEW CHAPTER 2.68 CREATING A MUNICIPAL LIBRARY ADVISORY BOARD, AND DECLARING AN EMERGENCY.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY
BENTONVILLE, ARKANSAS:

Section 1. That Chapter 2.68 of the Bentonville Municipal Code be and is hereby
repealed in its entirety.

Section 2. That a new Chapter 2.68 of the Bentonville Municipal Code is hereby enacted
to read as follows:

Sections:

2.68.01	Establishment
2.68.02	Administration
2.68.03	Duties
2.68.04	Advisory Board
2.68.05	Miscellaneous regulations
2.68.06	Misdemeanor penalties

Section 2.68.01 Establishment. There is hereby created a public library for the City of Bentonville, Arkansas, which shall be called the Bentonville Municipal Library.

Section 2.68.02 Administration. The Municipal Library shall be administered and directed by a person appointed by the mayor, who shall be known as the librarian. Said librarian shall have one or more assistants and such staff as the City Council from time to time shall authorize.

Section 2.68.03 Duties. It shall be the duties of the librarian to:

- (A) Develop, coordinate and prepare a plan concerning all activities of the municipal library.
- (B) Prepare development plans for expansion of the present Municipal Library or, additions thereto or additional library facilities;
- (C) Investigate all federal and state programs which may assist in funding

✓

the municipal library and prepare necessary forms therefore;

- (D) Develop and supervise a library maintenance program;
- (E) Perform such other duties and conduct such other duties conduct such other activities in connection with the municipal library and the cultural needs of the inhabitants of the city, as the council shall from time to time provide.

Section 2.68.04 Advisory board.

- (A) Composition; compensation.
 - (1) The Mnicipal Library Advisory Board shall be composed of seven members appointed by the Mayor and approved by the City Council. Each member of the advisory board shall hold office for a term of five years. It is understood that the municipal library advisory board shall be the successor to the municipal library board of trustees of the City of Bentonville in terms of membership and terms. All members of the municipal library board of trustees shall be reappointed to the initial municipal library advisory board to serve the remainder of the five year terms they were originally appointed to on the municipal library board of trustees as originally set forth in Section 2.68.04 of the previously repealed Chapter 2.68 of the Bentonville Municipal Code.
 - (2) All members of the municipal library advisory board shall serve without compensation.
- (B) Meetings of the advisory board; responsibilities. The advisory board shall meet monthly and the librarian of the municipal library shall fully report to the advisory board at such meetings on all financial matters and the progress of implementation of the various plans and programs approved by the advisory board, the mayor and the city council. The advisory board shall advise and recommend to the librarian, Mayor and City Council on all aspects of library activities. Specifically the advisory board shall provide oversight and make recommendations concerning plans, goals and policies to govern all phases of the municipal library. The board shall also be involved in the annual performance evaluation of the librarian and may make such personnel recommendations to the mayor concerning the librarian as the board shall find appropriate. Annually, the advisory board shall develop a suggested maintenance program and operating budget to be submitted to the City as requested by the Mayor and the Finance Director each year for the subsequent year. The advisory board shall also recommend priorities for capital improvements and means of financing same, and shall prepare quarterly and annual progress reports on the

municipal library activities.

Section 2.68.05 Miscellaneous regulations. Damaging or failing to return books. It shall be unlawful for any person or persons to damage or fail to return to the Bentonville Municipal Library, after written demand therefor is mailed to the last known address of such person, any book, periodical or property belonging to said library. Said written demand shall state the demand is being made pursuant to the authority contained in this section and that failure to return the book, periodical or property specified within ten days from the date shown on said written demand shall be considered a violation of this section.

Section 2.68.06 Misdemeanor penalties. Any persons violating the provisions of this section shall upon conviction of same be guilty of a misdemeanor and shall be fined in an amount not less than Ten Dollars (\$10.00) or not more than One Hundred Dollars (\$100.00) for each separate offense.

Nothing herein contained herein shall be construed to affect or terminate the system of civil fine and administrative sanctions now or hereinafter employed by said library in connection with its program of lending books, periodicals or other property, but shall be supplementary thereto.

Section 3. That it is necessary for the continued development and expansion the library and proper maintenance of said facilities within the City of Bentonville and for the proper budgeting for such improvements, that the present library board of trustees be abolished and replaced with an advisory board having similar responsibilities but subject to City Council oversight, and emergency is therefore declared to exist, and this Ordinance shall be in full force and effect from and after the date of its passage and approval.

PASSED AND APPROVED THIS 12 **DAY OF** Dec, 1995.

APPROVED:


MAYOR

ATTEST:


CITY CLERK

ORDINANCE NO. 97-57

AN ORDINANCE AMENDING SECTION 2.68.04 OF THE BENTONVILLE MUNICIPAL CODE TO REDUCE THE COMPOSITION OF THE BOARD FROM SEVEN MEMBERS TO FIVE MEMBERS AND DECLARING AN EMERGENCY.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BENTONVILLE, ARKANSAS:

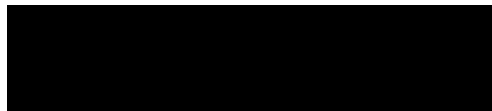
Section 1: That the first sentence of Section 2.68.04 paragraph A 1 be amended to read as follows:

The Municipal Library Advisory Board shall be composed of five members appointed by the Mayor and approved by the City Council

Section 2: This Ordinance is necessary for the immediate health, safety and welfare of the citizens of Bentonville, Arkansas, an emergency is therefore declared to exist, and this Ordinance shall be in full force and effect from and after the date of its passage.

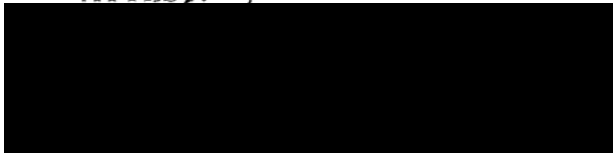
PASSED AND APPROVED THIS 28 DAY OF Oct, 1997.

APPROVED:



MAYOR

ATTEST:



CITY CLERK



ORDINANCE NO. 2016-20

AN ORDINANCE AMENDING SECTION 2.68.04 OF THE BENTONVILLE MUNICIPAL CODE TO INCREASE THE COMPOSITION OF THE LIBRARY ADVISORY BOARD FROM FIVE MEMBERS TO SEVEN MEMBERS, ADDING AN EX-OFFICIO CITY COUNCIL REPRESENTATIVE.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BENTONVILLE, ARKANSAS:

Section 1: That the first sentence of Section 2.68.04 paragraph A 1 be amended to read as follows:

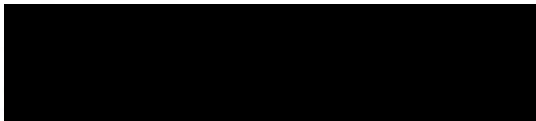
The Municipal Library Advisory Board shall be composed of seven members appointed by the Mayor and approved by City Council.

Members must be a Bentonville resident to serve, and each member shall hold office for a term of five years.

A representative of the City Council shall also serve on the Library Advisory Board in an ex-officio capacity.

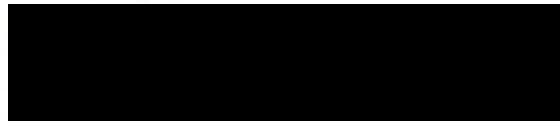
PASSED AND APPROVED THIS 26th DAY OF January, 2016.

ATTEST



CITY CLERK

APPROVED



MAYOR



TO: Bentonville City Council, Mayor Bob McCaslin
FROM: Hadi Dudley, Library Director
SUBJECT: Increase membership size of the Library Advisory Board
DATE: January 4, 2016

I respectfully recommend expanding the Library Advisory Board (LAB) size from five members to seven members, plus an ex-officio city council representative. The attached ordinance amends the Bentonville Municipal Code from 1995 and 1997.

In recent months, Bentonville Public Library (BPL) received significant community interest in service to the Library Advisory Board. This prompted an overview of city boards and commissions, as well as surveying regional library peers regarding the size of advisory and governance boards. The proposed structure is consistent with existing City of Bentonville service opportunities, and comparable in board size with Bella Vista, Rogers, Springdale, Fayetteville and Fort Smith libraries.

As volunteer representatives advising on various aspects of library business, additional citizen voices will offer diverse perspectives and strengthen the board to benefit our library. As our library, city and respective services grow, this is a unique opportunity to embrace and reflect growth in a positive manner.

On November 4, 2015, the Library Advisory Board voted in unanimous support of expanding our board to seven members, with an additional council representative. Mr. Octavio Sanchez was a previous LAB member and has continued to attend meetings since his election to City Council. He is agreeable to serving as the city council representative. Appointment recommendations by Mayor Bob McCaslin for the two expanded board positions are forthcoming.

If you have any questions regarding this request, please contact me at 479-271-3194 or hdudley@bentonvillear.com.

RESOLUTION NO. 8-25-20 D

A RESOLUTION AUTHORIZING THE MAYOR AND THE CITY
CLERK TO ENTER AN AGREEMENT WITH THE
BENTONVILLE LIBRARY FOUNDATION FOR THE
PURCHASE OF BENTONVILLE PUBLIC LIBRARY

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY
OF BENTONVILLE, ARKANSAS.

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an
agreement with the Bentonville Library Foundation for the purchase of Bentonville Public Library in an
amount not to exceed \$1.00 as set forth in the attached Exhibit A.

Section 2: This resolution shall be in full force and effect from and after the date of its
passage.

PASSED and APPROVED this 25 day of August, 2020.

APPROVED:

[REDACTED]

MAYOR

ATTEST: 

[REDACTED]



OFFER AND ACCEPTANCE

PARTIES: The City of Bentonville, Arkansas, as "Buyer", and Bentonville Library Foundation, Inc., as "Seller", hereby agree that the Seller shall sell and convey and Buyer shall buy the following property upon the following terms and conditions:

1. DESCRIPTION:

Legal description of real estate ("Property") located in Benton County, Arkansas:

See legal attached on attached Exhibit "A"

Street address, if any, of the Property being conveyed is:

405 South Main Street, Bentonville, AR 72712

2. PURCHASE PRICE: The total consideration is as follows: \$1.00 and other valuable consideration as described hereafter in this paragraph 2, in full payment for the Property and all appurtenances and improvements thereon.

- a) Fundraising Campaign. The parties agree to jointly participate in a fundraising campaign as outlined on attached Exhibit "B."
- b) Bond Issue. Buyer agrees to include the property on a bond issue to be submitted to the voters and (if approved) to spend any bond funds authorized and issued for Library purposes on the expansion and capital improvements to the Library facility located on the Property. Buyer agrees that all costs of expansion and capital improvements to the Library facility located on the Property, including but not limited to renderings, architectural and engineering fees, and contractor fees, are the exclusive responsibility of Buyer. In the event the bond issue fails, ownership of the property shall revert to Seller upon request, provided such request is made in writing within two (2) years of the event triggering the reversion, and Buyer agrees to execute a Limited Warranty Deed to Seller with regard to the property.
- c) Restriction on Use. Buyer agrees that the property, or if sold, the proceeds therefrom, shall be used for purposes associated with the operation of a City library, as those purposes may develop with technology and the changing world for at least fifty (50) years from the date of the transfer of the property. Should the Property be sold by Buyer, it must be sold for full appraised value as determined by a third-party certified appraiser agreed upon by Seller and Buyer.
- d) Office Space. Buyer agrees to provide office space to Seller within the City Library facility at no charge for the space or utilities associated with the space. The office space will be comparable to that which has been provided throughout the lease period for the

existing library prior to this agreement and will continue to be provided so long as the space is being used for the Seller's charitable purposes.

4. SURVEY & TITLE COMMITMENT; PERMITTED EXCEPTIONS:

No survey or title insurance shall be required.

5. BUYER'S REQUIREMENTS: None other than the consideration stated in paragraph 2 above.

6. SELLER DOCUMENTS: Seller agrees to deliver to Buyer within ten (10) days of the execution of this document, all environmental reports relating to the Property, if any.

7. SELLER'S REPRESENTATION AND WARRANTIES: Seller represents and warrants that there is no action, suit, or proceeding pending, or to Seller's actual knowledge and belief, threatened or contemplated against or affecting, either directly or indirectly, the Property.

8. RISK OF LOSS: All risk of loss to the Property shall remain as it currently is prior to Closing. If any improvements on the Property are damaged prior to Closing and the property either cannot or is not restored to the condition it was as of the date of the execution of this agreement, at Buyer's sole option, Buyer may (i) elect to terminate this Contract or (ii) elect to take the Property as it then is, together with any insurance proceeds payable by virtue of such loss or damage. If Buyer elects to terminate this Contract, Buyer and Seller shall be released, as to one another, of all obligations and liabilities under this Contract.

9. REPAIR AND MAINTENANCE: Between the date of execution of this agreement and the date of Closing, the arrangements already existing between the parties as to repairs and maintenance to the property shall remain in effect.

10. PROVISIONS WITH RESPECT TO CLOSING:

- a) Closing Date. The consummation of the transaction contemplated by this Agreement ("Closing") shall take place at such place as designated by Seller on or before September 30, 2020, or at such earlier date as agreed mutually, unless extended by other provisions hereof.
- b) Seller's Obligation at Closing. At Closing, Seller shall deliver to Buyer a Warranty Deed in the form attached as Exhibit "C" with specific language incorporating this Contract into the Deed and conveying the Property to Buyer subject to:
 - (i) taxes and assessments for year of closing and subsequent years;
 - (ii) restrictions, easements and zoning ordinances of record, if any;
 - (iii) public utility easements of record, if any.

Seller shall also deliver at closing a document suitable for recording showing its Board has approved the conveyance and naming the person or persons authorized to execute the deed.

- c) Buyer's Obligations at Closing. Buyer shall become obligated at the time of the receipt of the deed described above to meet the terms of consideration agreed to in paragraph 2 above.
- d) Closing Costs. Buyer shall pay all costs and expenses in connection with the Closing, including the following:
 - (i) Documentary stamps which are required to be affixed to the Warranty Deed, if any;
 - (ii) All recording costs connected with the transaction;
 - (iii) The premium payable for the title commitment and title policy issued pursuant thereto, if any (obtaining title insurance is at the sole option of the Buyer);
 - (iv) Proration of Taxes. Taxes, if any, for the year of the Closing shall be prorated to the date of Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate of the preceding year applied to the latest assessed valuation.

11. OTHER CONTRACTUAL PROVISION:

- a) Notices. Any notice to be given or to be served upon any party hereto, in connection with this Agreement, must be in writing, and may be given by certified mail and shall be deemed to have been given and received when a certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States Mail; and if given otherwise than by certified mail, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notices shall be given to the parties hereto at the addresses stated above.
Any party hereto may, at any time by giving five (5) days' written notice to the other party hereto, designate any other address in substitution of the foregoing address to which such notice shall be given and other parties to whom copies of all notices hereunder shall be sent.
- b) Assignability. The Buyer is prohibited from assigning all or any part of this Agreement.
- c) Entire Agreement: Modification. This Agreement embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.
- d) Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arkansas.

- e) Limitation of Liability. Seller assumes no responsibility or liability with regard to the planning, construction or operation of the library facilities of the City of Bentonville, including but not limited to any costs or fees associated with any bond campaign or issue, any professional fees related to same or the subsequent design or construction of such facilities, or claims or lawsuits related thereto, except as expressly set forth herein. The foregoing shall apply even if Seller or persons associated therewith participate or do not participate in planning for such facilities. Nothing about this agreement or the related documents is meant to be construed, nor should it be construed or interpreted as a representation, requirement or guarantee that the Seller and persons associated with Seller will raise a specific amount, or in fact any, funds with respect to current or future plans to construct new library facilities, provide materials for current or future library facilities, or otherwise.
- f) Headings. Descriptive headings are for convenience and shall not control or affect the meaning or construction of any provision of this Agreement.
- g) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.
- h) Counterparts. This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same Agreement.
- i) Interpretation. Whenever the context hereof shall require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa.
- j) Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- k) Non-profit Status. Should the 501c3 charitable organization cease to operate, the property becomes the Buyer's in fee simple and none of the notice provisions in this Agreement apply.
- l) City Council and Library Foundation Board Approval. This contract is conditioned upon its approval by the Board of the Bentonville Library Foundation and the Bentonville City Council. After approval, each party shall present to the other a duly adopted, approved, and attested resolution or other appropriate evidence of such approval.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

BENTONVILLE LIBRARY FOUNDATION, INC., Seller

By: _____

DATE

(Print name and title)

CITY OF BENTONVILLE, ARKANSAS, Buyer

By: _____
STEPHANIE ORMAN, Mayor

DATE

EXHIBIT "A"

LOT 1, LIBRARY ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS, AS SHOWN ON
PLAT RECORD BOOK 2005 PAGE 759 AND RECORDED AT THE BENTON COUNTY CLERK'S
OFFICE, BENTON COUNTY ARKANSAS.

EXHIBIT "B" – PLANS AND AGREEMENTS FOR FUNDRAISING CAMPAIGN

- A. The Bentonville Library Foundation is recognized and approved as the primary fundraising entity for the Public Library operated by the City of Bentonville.
- B. The City and Foundation shall cooperate to send fundraising campaign materials to patrons of the City library, using procedures that protect patron privacy, as well as donors of the Foundation. The Foundation will not incur cost-recovery charges from the Library that may be associated with staff time to develop patron lists.

Final wording of the campaign materials is to be determined by agreement of the parties respectively, but it is understood that the campaign will solicit funds to be donated to the Foundation and not to the City.

Nevertheless, if donors desire or otherwise do make their donations to the City, the City shall be entitled to accept said donations through appropriate City mechanisms and allocate them in accordance with the donor's wishes and applicable law. If there is a question as to a donor's intent to make a gift to the Foundation or the City, and if the donor can be located, an appropriate representative of the City and the Foundation may contact the donor to clarify the donor's intent.

- C. To the extent donors are offered recognition or seek recognition as part of their donation, in the form of temporary or enduring placement of a name, logo, or similar identifying mark on City property or otherwise in City facilities, such plans for recognition shall be considered initially by the Foundation, and if approved there, shall be passed to the Library Advisory Board for final consideration and approval.

Authority as the City's approving body for this particular policy must be granted to the Library Advisory Board by the Bentonville City Council.

EXHIBIT "C"

**WARRANTY DEED
(CORPORATION)**

KNOW ALL MEN BY THESE PRESENTS:

That Bentonville Library Foundation, a not-for-profit corporation organized under and by virtue of the laws of the State of Arkansas duly authorized by proper resolution of its Board of Directors, for the consideration of the sum of One Dollar (\$1.00) in hand paid by CITY OF BENTONVILLE, the receipt of which is hereby acknowledged does grant bargain, sell and convey unto the said CITY OF BENTONVILLE and unto its heirs assigns forever the following described land, lying in BENTON County, State of Arkansas, to wit:

LOT 1, LIBRARY ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS, AS SHOWN ON PLAT RECORD BOOK 2005 PAGE 759 AND RECORDED AT THE BENTON COUNTY CLERK'S OFFICE, BENTON COUNTY, ARKANSAS.

TO HAVE AND TO HOLD The same unto the said City of Bentonville and unto its heirs and assigns forever, with all appurtenances thereunto belonging.

This deed is being executed pursuant to a contract entered into between the parties on August __, 2020.

IN TESTIMONY WHEREOF, The name of the GRANTOR is hereunto affixed by its authorized officer(s), this _____ day of _____ 20____.

Corporation Name:

by: _____

by: _____

ACKNOWLEDGMENT

STATE OF ARKANSAS }
COUNTY OF BENTON } ss.

On this _____ day of _____, 20____, before me, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named _____ and _____ to me personally well known that they were the authorized officer of _____, a corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this _____ day of _____ 20____.

My Commission expires:

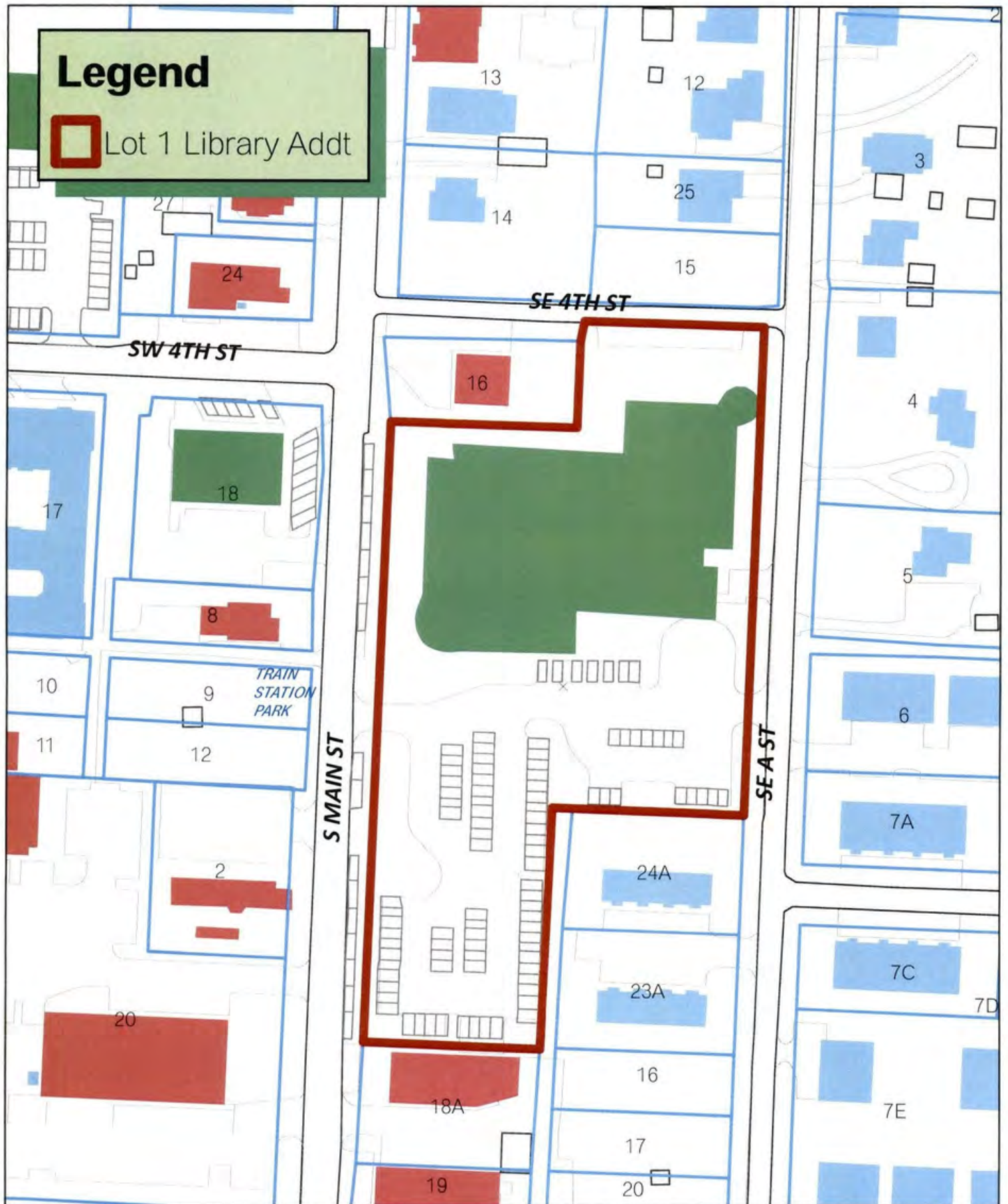
(SEAL)

Notary Public

Legend



Lot 1 Library Addt



1 inch = 100 feet

Lot 1 Library Addition



ORDINANCE NO. 2020-212

**AN ORDINANCE DELEGATING TO THE LIBRARY ADVISORY BOARD
THE ABILITY TO PROVIDE FOR RECOGNITIONS WITH REGARD TO
FUNDRAISING FOR THE LIBRARY**

WHEREAS, the City recently entered into a contract with the Bentonville Library Foundation through which the property where the City library is situated was deeded from the Foundation to the City, and

WHEREAS, the contract, approved by the Bentonville City Council in Resolution 08-25-20 D, includes a provision that with regard to an upcoming fundraising campaign for the library, as follows:

To the extent donors are offered recognition or seek recognition as part of their donation, in the form of temporary or enduring placement of a name, logo, or similar identifying mark on City property or otherwise in City facilities, such plans for recognition shall be considered initially by the Foundation, and if approved there, shall be passed to the Library Advisory Board for final consideration and approval.

Authority as the City's approving body for this particular policy must be granted to the Library Advisory Board by the Bentonville City Council.

**NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY
OF BENTONVILLE, ARKANSAS:**

Section 1. That the City's Library Advisory Board is granted the authority to give final approval on behalf of the City with regard to recognition of donations to or for the benefit of the City's library, said recognition to be in the form of temporary or enduring placement of a name, logo, or similar identifying mark on City property associated with the City's library or otherwise in City facilities associated with the library.

PASSED AND APPROVED THIS 27 **DAY OF** OCTOBER, 2020.

APPROVED:


HON. STEPHANIE ORMAN, Mayor

ATTEST:


HON. KIRBY ROMINES, City Clerk



RESOLUTION NO. 11-12-02a

**A RESOLUTION DECLARING CERTAIN PROPERTY
BELONGING TO THE CITY OF BENTONVILLE,
ARKANSAS AS SURPLUS PROPERTY.**

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE
CITY OF BENTONVILLE, ARKANSAS.**

Section 1: That certain library materials, withdrawn from the collection of the City of Bentonville Library in accordance with standard collection development practices, are hereby declared to be surplus and the Mayor is authorized to exchange or otherwise dispose of such property in an appropriate manner as set forth in section 3.04 of the Bentonville Municipal Code.

Section 2: This resolution shall be in full force and effect from and after the date of its passage.

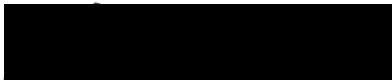
PASSED and APPROVED this 12th day of November, 2002.

APPROVED:



MAYOR

ATTEST:



CITY CLERK

RESOLUTION # 4-12-06 A

A RESOLUTION ACCEPTING THE GIFT OF BOOKS AND DOCUMENTS FROM THE NORTHWEST ARKANSAS GENEALOGICAL SOCIETY TO THE BENTONVILLE PUBLIC LIBRARY AND ACKNOWLEDGING THE GIFT OF GENEROSITY TO THE COMMUNITY

WHEREAS, The Northwest Arkansas Genealogical Society has donated their unique collection of genealogy books and documents to the Bentonville Public Library; and

WHEREAS, Northwest Arkansas Genealogical Society has specified that should it become necessary to discard or remove said books or documents from the collection, that the Northwest Arkansas Genealogical Society have the first right of refusal.

NOW, THEREFORE, BE IT RESOLVED that the Council formally accepts Northwest Arkansas Genealogical Society's collection as a gift to the Bentonville Public Library.

BE IT FURTHER RESOLVED by the Council of the City of Bentonville that the Council acknowledges this most generous gift on behalf of the citizens of Bentonville and the patrons of the Bentonville Public Library.

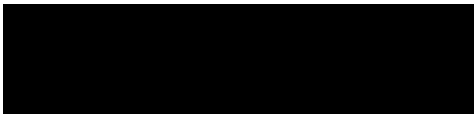
Passed and approved this the 15th day of April, 2006.

APPROVED:



Mayor

ATTEST:



City Clerk

RESOLUTION 1-22-08 C

A RESOLUTION ACCEPTING THE GIFT OF BOOKS AND DOCUMENTS FROM THE BENTON COUNTY CEMETERY PRESERVATION GROUP TO THE BENTONVILLE PUBLIC LIBRARY AND ACKNOWLEDGING THE GIFT OF GENEROSITY TO THE COMMUNITY

WHEREAS, The Benton County Cemetery Preservation Group has donated their unique collection of cemetery books and documents to the Bentonville Public Library; and

WHEREAS, The Benton County Cemetery Preservation Group has specified that should it become necessary to discard or remove said books or documents from the collection, that the Benton County Cemetery Preservation Group have the first right of refusal.

NOW, THEREFORE, BE IT RESOLVED that the Council formally accepts Benton County Cemetery Preservation Group's collection as a gift to the Bentonville Public Library.

BE IT FURTHER RESOLVED by the Council of the City of Bentonville that the Council acknowledges this most generous gift on behalf of the citizens of Bentonville and the patrons of the Bentonville Public Library.

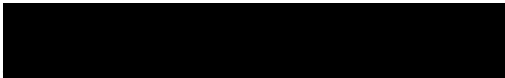
PASSED and APPROVED this 22nd day of Jan, 2008.

APPROVED:



Mayor Bob McCaslin

ATTEST:



City Clerk

MEMORANDUM

TO: Mayor McCaslin and Bentonville City Council
FROM: Hadi S. Dudley, Library Director
SUBJECT: Donation to Library
DATE: January 14, 2008

The attached resolution would accept a gift of unique historical and cemetery books and documents from the Benton County Cemetery Preservation Group (BCCPG), to the Bentonville Public Library.

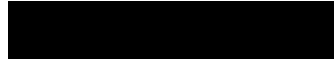
The Benton County Cemetery Preservation Group collection is a relatively small collection consisting of books, files, maps and many one-of-a-kind documents unique to Benton County and surrounding counties.

This donation would become a signature collection within the Bentonville Public Library, complementing the local history and genealogy collection currently housed in the William Enfield History & Genealogy Center.

Relocating the BCCPG collection to the Bentonville Public library will ensure the preservation of these unique items; as the collection is digitized, it will provide greater research opportunities to students, historians and individuals wishing to trace local family histories. Further, it will provide additional space, should the BCCPG wish to develop and grow the collection.

I ask that the Council accept this generous donation. The library and community will benefit from this unique historical collection.

Thank you for your attention.



Hadi S. Dudley
Director, Bentonville Public Library

RESOLUTION NO. 9-23-14C

A RESOLUTION ADOPTING CERTAIN REVISIONS TO
THE POLICY MANUAL FOR THE BENTONVILLE
PUBLIC LIBRARY.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE
CITY OF BENTONVILLE, ARKANSAS.

Section 1: That certain revisions to the Policy Manual for the Bentonville Public Library, pertaining to the Library Smoking Policy, attached hereto as Exhibit A, should be and the same is hereby adopted.

Section 2: This resolution shall be in full force and effect from and after the date of its passage.

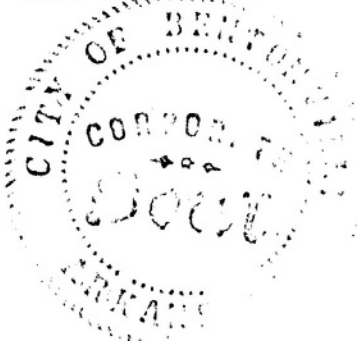
PASSED and APPROVED this 23rd day of September 2014.

APPROVED:

[REDACTED]
MAYOR

ATTEST:

[REDACTED]
CITY CLERK



TO: City Council
FROM: Hadi Dudley, Library Director
SUBJECT: Library Policy Additions
DATE: September 15, 2014
CC: Mayor Bob McCaslin, Camille Thompson and Library Advisory Board

Bentonville Public Library (BPL) is a destination place for several thousand children, teens and families annually. To promote cleanliness of grounds, maintain a healthy environment and model non-smoking behavior to youth, BPL seeks to become a non-smoking and tobacco-free campus. To formally adopt this policy, a Resolution from City Council is required.

"Non-smoking and tobacco-free" is defined as prohibited use of cigarettes, pipes, cigars, smokeless tobacco, eCigarettes, vapor devices or other simulated tobacco products.

The library "campus" is defined as any location that may be considered a programmatic space, inside and outside the library. This includes, but is not limited to: inside the facility, on the exterior porches and surrounding grounds, such as the front lawn, brick courtyard, rain garden, other natural spaces and areas which are highly visible from the library's programmatic areas.

Because the existing designated smoking area is highly visible from meeting spaces for children's and teen programs hosted by the library on a regular and ongoing basis, this policy will eliminate the smoking area currently provided on the veranda. The entire library veranda is considered a programmatic space. Cigarette receptacles will no longer be provided on the library's campus.

The policy change is recommended by the Library Director and was approved by the Library Advisory Board in September.

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OLD POLICY

Policy 2- Patron Responsibility / General Customer Prohibitions

Smoking or using tobacco products anywhere in the building. Smoking is only allowed in designated area(s) outside the library. Examples of prohibited use at the library include, but are not limited to: cigarettes, pipes, cigars and smokeless tobacco ("chewing" or "dipping").

NEW / PROPOSED POLICY

Policy 2- Patron Responsibility / General Customer Prohibitions

Bentonville Public Library is a non-smoking and tobacco-free campus. Smoking or using tobacco products (including simulated tobacco products) in the building, on exterior porches, or on surrounding library grounds is prohibited.

Examples of prohibited use at the library include, but are not limited to: cigarettes, pipes, cigars, smokeless tobacco, eCigarettes or vapor devices.

The library "campus" is defined as any location that may be considered a programmatic space, inside and outside the library. This includes, but is not limited to: inside the facility, on the exterior porches and surrounding grounds, such as the front lawn, brick courtyard, rain garden, other natural spaces and areas which are highly visible from the library's programmatic areas.

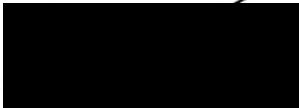
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Peer institutions with similar non-smoking or tobacco-free policies include:

- Bentonville Parks & Recreation (all facilities and outdoor spaces)
- Bentonville Public Schools
- Northwest Arkansas Community College
- Rogers Public Library
- Fayetteville Public Library.

Upon approval of the Resolution, appropriate information will be included in the library policy manual, public documents and facility signage to communicate BPL's updated policy to our patrons.

Respectfully,



Hadi Dudley, Library Director
Bentonville Public Library