

A RESOLUTION APPROVING A CONTRACT WITH THE PORTAGE COUNTY DISTRICT LIBRARY FOR A BRANCH OF THE LIBRARY TO BE LOCATED WITHIN THE VILLAGE OF WINDHAM AND DECLARING AN EMERGENCY

WHEREAS, the Council of the Village of Windham has previously determined that having a Windham Branch of the Portage County District Library located within the Village of Windham is an action which advances a public purpose and increases and improves the general welfare of the citizens located within the Village of Windham; and

WHEREAS, the Council of the Village of Windham has determined that it is appropriate to provide an incentive to the Portage County Public Library to maintain a branch of the Portage County Public Library within the Village of Windham.

NOW THEREFORE BE IT RESOLVED by the Council of the Village of Windham, Portage County, Ohio, two-thirds or more of the members thereto concurring that:

Section 1: A Library Agreement between the Board of Trustees of the Portage County District Library and the Village of Windham, in substantial conformity with the agreement attached as Exhibit "A", is hereby authorized and approved.

Section 2: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were accepted in an open meeting of this Council, and that deliberations of this Council and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with Section 121.22 of the Ohio Revised Code.

Section 3: This Resolution is hereby declared to be an emergency measure, becoming effective immediately on passage by Council and approval by the Mayor, for the reason that it is essential to assure that the Portage County District Library continues to maintain a branch within the Village of Windham.

First Reading: January 25, 2011

Second Reading: February 22, 2011

Third Reading: March 22, 2011

Passed by Council this 22nd day of March, 2011.

Vote of Council: Ayes: Mrs. Meszaros, Mr. Garrett, Mrs. Rininger, Mrs. Barrett, Mr. Snyder, Mrs. Miranda
Nays: None.

Attest:

Approved:

Village Fiscal Officer, Lloyd Billman

Mayor, Robert Donham II

Solicitor, Thomas Reitz

RESOLUTION R-2011-4
"Exhibit A"

LIBRARY AGREEMENT

THIS AGREEMENT, is between the Board of Trustees of the Portage County District Library, hereinafter sometimes referred to as the "Board", and the Village of Windham, hereinafter sometimes referred to as the "Village".

WHEREAS, the Portage County District Library has provided a useful, beneficial and regularly used service to the citizens in the Village of Windham by maintaining a branch of the Portage County District Library within the Village of Windham at 9647 East Center Street for many years; and

WHEREAS, circumstances have arisen where it is in the best interest of both the Portage County District Library and the Village of Windham that the location for the Windham Branch of the Portage County District Library should no longer be maintained at 9647 East Center Street, within the Village of Windham; and

WHEREAS, the Portage County District Library has located its Windham Branch 9647 East Center Street in property owned by, and leased from, the Village of Windham; and

WHEREAS, relocation of the Windham Branch of the Portage County District Library from the property at 9647 East Center Street does not diminish the commitment of the Village of Windham to maintain a branch of the Portage County District Library within the Village of Windham; and

WHEREAS, the Council of the Village of Windham has determined that supporting a branch of the Portage County District Library to be located within the municipal limits of the Village of Windham, is an action which advances a public purpose and increases and improves the general welfare of the citizens within the Village.

NOW THEREFORE it is agreed as follows:

1. The Board agrees to locate a branch of the Portage County District Library within the municipal limits of the Village of Windham (hereinafter sometimes referred to as the "Branch"). The location of the Branch shall be selected in the sole judgment of the Board. The Branch shall be open to the citizens of the Village of Windham, as well as to the general public and shall be operated in conformity with Board policy established for all branches of the Portage County District Library. The Board shall have sole responsibility for, and discretion with, the staffing and determination of the collection of books and materials which will be available at the Branch.
2. The Board agrees that in the event of a gift of money or other value made to the Branch which gift is designated as for the Windham Branch, shall be used exclusively for the benefit of the Windham Branch. General gifts to the Portage County Library system, regardless of origin, shall continue to be used in the sole discretion of the Board of Trustees of the Portage County District Library.
3. In exchange for, and in consideration of the Board locating a branch of the Portage County District Library within the municipal limits of the Village of Windham, the Village of Windham agrees, and hereby commits to the payment of Eight Hundred Dollars (\$800.00) per month to the Board. This obligation to pay shall be contingent upon receipt by the Village of a signed copy of the lease or a deed indicating that the Portage County District Library is legally committed to establishing and maintaining the Branch within the Village municipal limits. Payment of the Eight Hundred Dollars (\$800.00) per month shall be made quarterly, in advance, upon submission of an invoice from the Board to the Fiscal Officer of the Village of Windham.
4. In the event the Board receives notification that the rent for the Branch is increased by an amount in excess of ten percent (10%) beyond that which is set forth in the most recent lease provided by the Board to the Village, then, in that event, the Village and the Board agree to reopen discussions as to the amount of the consideration set forth in and to be paid under this Agreement.
5. The parties to this Agreement agree that the Agreement may be terminated upon sixty (60) days written notice by either of the parties and that upon receipt of said notice, the Agreement may be amended, revised or terminated in full, with or without cause.
6. This Agreement shall continue until cancelled by either of the parties hereto.

7. In consideration of the execution of this Agreement, and regardless of the actual length of this Agreement, and irrespective of whether the Agreement is subsequently modified at some date in the future, the Board of Trustees, on behalf of the Portage County District Library, its successors and assigns, hereby fully and completely releases and discharges the Village of Windham from any and all liabilities resulting from a certain Agreement between the Village of Windham and the Board of Trustees of the Portage County District Library dated February 19, 1986, and also from the termination of the tenancy of the Portage County Library at 9647 East Center Street, within the Village of Windham, whether such tenancy results from the written lease or from any subsequent oral or verbal understandings thereafter, or from any ongoing course of conduct. It is intended by both the Board and the Village that this release of liability shall be full and final as to all aspects and components of the Board of Trustees tenancy at the Village of Windham property located at 9647 East Center Street, Windham, Ohio.

AGREED TO on this the ____ day of _____, 2011.

PORTAGE COUNTY DISTRICT LIBRARY,
BOARD OF TRUSTEES

VILLAGE OF WINDHAM

By: _____
Betty Clapp, President

By: _____
Robert Donham, Mayor

Linda Rogers, Fiscal Officer

Lloyd Billman, Fiscal Officer

Cecilia Swanson, Director

Approved as to form:

Thomas Reitz, Solicitor