

AN ORDINANCE TO AUTHORIZE AND DIRECT THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO A CONTRACT WITH THE AKRON SUMMIT COUNTY LIBRARY BOARD WITH RESPECT TO RENTAL CHARGES FOR THE PERIOD BEGINNING MAY 15, 1990 AND ENDING MAY 14, 1993 AND DECLARING AN EMERGENCY.

BE IT ORDAINED by the Council of the Village of Richfield, Ohio:

SECTION 1: The Mayor and Director of Finance are authorized and directed to enter into a contract relating to lease payments with the Akron Summit County Library.

SECTION 2: The form of the contract, now on file in the office of the Director of Public Service, is approved.


SECTION 3: This Ordinance shall take effect and be in force by the earliest time allowed by law.

SECTION 4: This Ordinance is determined to be an emergency measure necessary for the immediate preservation of the public peace, health or safety for the reason to provide rental charges, and provided this Ordinance receives the affirmative vote of two-thirds of the members elected or appointed, it shall take effect and be in force from and after its approval by the Mayor; otherwise, it shall take effect and be in force from and after the earliest date provided by law.

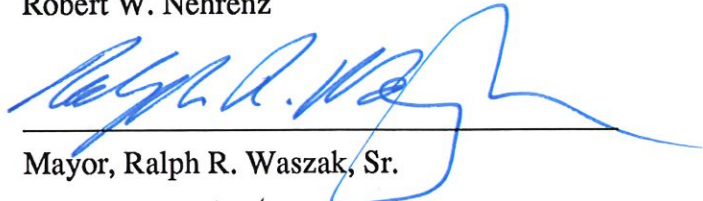
Passed: 5/15/90



President of Council
Robert W. Nehrenz

ATTEST:


Clerk of Council
May N. (Peggy) Malone



Mayor, Ralph R. Waszak, Sr.
Dated: 5/15/90

AGREEMENT

- 1) On May 20, 1981, the Village of Richfield, Ohio (the Village) and the Akron Summit County Public Library (the Trustees) entered into a lease agreement (the Agreement) for a period of 20 years for the lease of a building to be used for library purposes.
- 2) Paragraph 21 of the Agreement provides for an initial rent for three years and in addition provides that the rent for following periods shall be established on cost experience. Pursuant to Ordinance 19-1987 passed on April 7, 1987, the base rent for the third three-year period was increased. The Village under the authority of Ordinance 37-1990 desires to further amend the rent.
- 3) The Village and Trustees do hereby amend the rent and establish the rent to the three year period beginning as of May 15, 1990 and ending May 14, 1993, as follows:

<u>RENTAL</u>	<u>EQUAL MONTHLY INSTALLMENTS</u>
\$27,000.00	\$750.00

- 4) All other terms and conditions of the Agreement are in full force and effect and are not modified or amended.
- 5) The Village of Richfield enters into this Agreement pursuant to Ordinance 37-1990.

Witness our hand on the _____ day of _____, 1990.

WITNESS

VILLAGE OF RICHFIELD

MAYOR

DIRECTOR OF FINANCE

STATE OF OHIO)
) ss.
COUNTY OF SUMMIT)

Be it remembered that on this _____ day of _____, 1990, before me, the subscriber, a notary public in and for said county, personally came _____ Mayor of the Village of Richfield, and _____ Director of Finance of the Village of Richfield, and acknowledged the signing thereof to be their voluntary act and deed.

In testimony thereof, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

NOTARY PUBLIC

AKRON SUMMIT COUNTY PUBLIC LIBRARY

President, Board of Library Trustees

Secretary, Board of Library Trustees

STATE OF OHIO)
) ss.
COUNTY OF SUMMIT)

Be it remembered that on this _____ day of _____, 1990, before me, the subscriber, a notary public in and for said county, personally came _____ President of the Board of Trustees, and _____ Secretary of the Board of Trustees, and acknowledged the signing thereof to by their voluntary act and deed.

In testimony thereof, I hereunto subscribed my name and affixed my seal on this day and yeare aforesaid.

NOTARY PUBLIC