

AN ORDINANCE AUTHORIZING AN AMENDMENT TO THE LEASE BETWEEN THE VILLAGE OF RICHFIELD AND THE BOARD OF TRUSTEES OF THE AKRON-SUMMIT COUNTY PUBLIC LIBRARY AND AMENDING ORDINANCE 37-1990 AND DECLARING AN EMERGENCY

WHEREAS, this Council, by Ordinance 37-1990, authorized and directed the Mayor and Director of Finance to enter into a contract with the Akron-Summit County Library Board with respect to rental changes for the period beginning May 15, 1990 and ending May 14, 1993; and

WHEREAS, after review, the Board of Trustees of the Akron-Summit County Public Library has proposed an amended schedule of rental charges which schedule is acceptable to the Village.

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

SECTION 1: That the Mayor and Director of Finance are directed to enter into a revised contract relating to lease payments with the Board of Trustees of the Akron-Summit County Public Library, a copy of which amended agreement is attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

SECTION 2: That Ordinance 37-1990 be, and the same hereby is, amended to be consistent herewith.

SECTION 3: This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health or safety for the reason to provide for the continued operation of the Library 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 period allowed by law.

Passed: 12-18-90

[Signature]
President of Council

[Signature]
Mayor

Dated: 12/18/90

ATTEST:
[Signature]
Clerk of Council

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:

RENTAL

\$21,840.00

EQUAL MONTHLY
INSTALLMENTS

\$550/month for first year
\$605/month for second year
\$665/month for third year

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 106-1990.

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

WITNESS

VILLAGE OF RICHFIELD

MAYOR

FINANCE DIRECTOR

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 by their voluntary act and deed.

 Notary Public