

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN PUEBLO, A MUNICIPAL CORPORATION, AND THE PUEBLO REGIONAL DISTRICT LIBRARY, AND AUTHORIZING THE PRESIDENT OF THE COUNCIL TO EXECUTE SAME

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, COLORADO,

that:

SECTION 1.

A certain Agreement dated January 27, 196<sup>9</sup>8, a copy of which is attached hereto and made a part hereof by reference after having been approved as to form by the City Attorney, by and between PUEBLO, A MUNICIPAL CORPORATION, and THE PUEBLO REGIONAL DISTRICT LIBRARY, relating to the establishment of the Pueblo Regional Library, be and the same is hereby approved; subject to the conditions as set forth in said Agreement.

SECTION 2.

The President of the Council is hereby authorized to execute said Agreement on behalf of Pueblo, a Municipal Corporation, and the City Clerk shall affix the Seal of the City thereto and attest the same.

SECTION 3.

This ordinance shall become effective upon final approval.

INTRODUCED December 9, 1968

BY BERT A. HEREFORD  
Councilman

APPROVED:

PHIL K. HUDSPETH  
President of the Council

ATTEST:

MARY E. WEAVER  
City Clerk

12/3/68

AGREEMENT

THIS AGREEMENT made and entered into this 27th day of January, 1969, by and between the City of Pueblo, a Municipal Corporation, hereinafter sometimes called "Pueblo", and the Pueblo Regional District Library, a regional library acting through its Board of Trustees, hereinafter sometimes called "Regional Library",

WITNESSETH THAT:

WHEREAS, Pueblo is presently maintaining and operating a public library, including buildings, plants, equipment, facilities, books, periodicals and other library materials, together with concomitant personnel; and

WHEREAS, the principal revenue for said Pueblo public library comes from the government of the City of Pueblo; and

WHEREAS, a regional library called the Pueblo Regional Library has now been formed and has a duly constituted Board of Trustees; and

WHEREAS, it is believed that library services should be furnished to all residents of the area served by the regional library upon a uniform revenue raising measure throughout said area;

NOW, THEREFORE, in consideration of the agreements of the parties herein contained, the benefits to accrue to the respective parties and in consideration of the premises generally, it is agreed:

1. The Pueblo Regional Library will fulfill its functions pursuant to the statutes in such case made and provided. On January 1, 1969, Pueblo shall transfer for use to the Pueblo Regional Library, subject to the conditions hereinafter contained in this agreement, all buildings, plants, equipment, facilities, books, periodicals and other library materials, as set forth in the inventory of the same date, attached hereto and made a part of this agreement.

2. Pueblo, while retaining title to its property, transfers the use of its facilities as provided in Paragraph 1 above, for use by the Regional Library so long as such Regional Library maintains and provides services which in the opinion of the City Council of Pueblo are adequate to serve the residents of the City of Pueblo. The City shall pay the present outstanding indebtedness upon the bonds issued for the construction of the building. The following services shall be provided by the City subject to reimbursement by the Library at an annual rate in amounts indicated:

- (a) Accounting and Purchasing, including payroll, \$1,089.00.
- (b) Bookmobile Insurance, \$76.00.
- (c) Library Building Insurance, \$20.00.
- (d) Lawn Maintenance, \$2,780.00.

Other operating expenses, including maintenance and rebinding of books presently in the Library, shall be the obligation of the Library.

3. The Board of Trustees shall levy sufficient mill levies each year upon the area and territories encompassed within the Regional Library to provide the necessary revenue for the operation of the Library. The first such levy shall be for operation for the calendar year 1969.

4. Until termination of this agreement, all items of personal property transferred to the Regional Library pursuant to the provisions of this agreement may be used and disposed of in such manner as the Board of Trustees of the Regional Library shall determine. In the event of termination of this agreement, all property then in the hands of the Regional Library which is identifiable as being property of Pueblo transferred to the Regional Library pursuant to the provisions of Paragraph 1 hereof shall revert to Pueblo. Distribution of other property of the Regional Library shall be made between the City of Pueblo and the County on such basis as shall be determined as equitable.



5. This agreement may be cancelled as of December 31, 1970, upon 180 days written notice served by either party upon the other party to this agreement. In the event such notice is not given, then after December 31, 1970, the agreement may be cancelled at the end of any budget year upon 180 days written notice given by one party to the other. This agreement may be amended at any time in any of its terms by the mutual agreement and consent of both parties hereto.

IN WITNESS WHEREOF, the names of the respective parties have been hereunto subscribed by their respective officers the day and year first written above.

CITY OF PUEBLO--First Party

BY *Philip J. Hudon*  
President of the Council

ATTEST:

*Mary E. Deane*  
City Clerk

(S E A L)

APPROVED AS TO FORM:

*Barbara D. Stark*  
City Attorney

BOARD OF TRUSTEES--PUEBLO REGIONAL  
LIBRARY

BY *Ernestine L. Williams*  
President

ATTEST:

*Robert H. Fisher*  
Secretary

(S E A L)