

Defiance Public Library Board of Trustees
Regular Board Meeting
January 26, 2022

The Board of Trustees of Defiance Public Library met for its monthly meeting on Wednesday, January 26, 2022, at the Defiance Public Library in Defiance, Ohio; notice of said meeting pursuant to O.R.C. 121 having been posted.

President Chris Korhn called the meeting to order at 5:04 pm. In attendance were Board members: Ken Boroff, Dennis Sobecki, Beth Michel, Kenyotta Stantz and Laura Connor. Board member Susan Mack was absent. Staff members present: Cara Potter, Nancy Roehrig and Elaine Talbert.

Visitors present: Lori Wood, Zoe McMaster and Mark Weaner

Zoe McMaster discussed her views on COVID information. See the Addendum for details.

The Finance Committee met on January 20, 2022, at 4:00 pm at the Defiance Public Library to review December 2021 financials. Committee Chair Ken Boroff, Chris Korhn, CFO Nancy Roehrig and Director Cara Potter were in attendance. Ken Boroff reported that for the year 2021, PLF was 26% higher than estimated and expenditures were 16% lower than budgeted.

Laura Connor, Cara Potter and Mark Weaner updated the Library Board on the activities of the Friends of the Defiance Public, Johnson Memorial and Sherwood Branch libraries, respectively.

Consent Agenda

Dennis Sobecki moved and Kenyotta Stantz seconded the motion to approve the Consent Agenda.

- Approval of the Minutes of the Regular Library Board meeting on December 15, 2021.
- Approval of the December 2021 financial reports as reviewed by the Finance Committee and approval of the payment of bills for January 2022.
- Approval of the Fiscal Officer's Report as presented.

Year-to-Date General Fund Activity through December 2021:

Beginning Balance	\$ 2,372,009.57
Revenue	+ 2,199,427.07
Expenses	<u>- 1,959,547.87</u>
Month End Balance	\$ 2,611,888.77

December PLF \$ 128,559.75

- Approval of the Library Operations Reports as presented.
- Approval of the following changes in the General Fund:
 - An increase in revenue from the cash balance of \$2,000.00 in ERate Federal Grant.
 - An increase in appropriations in JML Other Library Material of \$380.00.
 - An increase in appropriations in SBL Other Library Material of \$500.00.
 - An increase in appropriations in DPL Other Library Material of \$1,120.00.

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Revenues from the ECF program of Coronavirus Relief funding was not included in 2022's estimated revenue. Because of a required upgrade to hotspot equipment for 5G, the monthly rate for the hotspots will increase and the adjustments are needed to cover the costs.

- Approval of the correction to the pay rate for Hilary Gabers as follows:
 - \$11.59 for Circulation Assistant position – December 26, 2021, to January 9, 2022
 - \$14.14 for Adult Services Associate position, effective January 10, 2022

Motion carried.

Items for Discussion

Laura Connor moved and Dennis Sobecki seconded the motion to approve the updated lease between the Village of Sherwood and the Defiance Public Library for the Sherwood Community Room. Motion carried. See the Addendum for details.

Director Cara Potter reviewed updates to the list of the ongoing library system projects.

The federal mileage rate set by the IRS increased from \$.56/mile to \$.585/mile effective January 1, 2022. The Library's policy directs reimbursement at the federal mileage rate. The policy is reviewed annually to confirm continued use of the current IRS rate.

5:33 pm

Laura Connor moved and Ken Boroff seconded the motion to enter into Executive Session for the purpose of discussing employment and compensation of public employees.

Roll Call Ayes: Chris Korhn, Ken Boroff, Dennis Sobecki, Beth Michel, Kenyotta Stantz and Laura Connor. Nays: None. Motion carried.

6:05pm

Laura Connor moved and Ken Boroff seconded the motion to return to Regular Session. Motion carried.

Laura Connor moved and Beth Michel seconded the motion to increase the pay of the Library Director and CFO by 2%, retroactive to the first pay period of 2022. Motion carried.

The next Regular meeting of the Library Board is scheduled for Wednesday, February 23, 2022, at 5:00 pm at the Defiance Public Library, Defiance, Ohio.

Kenyotta Stantz moved and Laura Connor seconded the motion to adjourn the meeting.

Meeting adjourned by Board President Chris Korhn at 6:12 pm.

_____, President

_____, Secretary

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ADDENDUM

As provided by Zoe McMaster:

I have had enough. I would like to know why Cara Potter thinks she is the be all end all of Covid information. Because she has a Master's degree? Where is her PhD? What medical school did she attend? Why are our tax dollars being used to pay her to attend "health meetings"? She is not an expert on Covid, she actually is quite ignorant of the situation, and I am tired of her stating that people should come to her for the answers because she is the only one who can research the issue. Does she know who Simone Gold is? How about Scott Jenkins? Peter McCullough? Or any of the thousands of other medical professionals who are speaking out against the Covid protocols and supposed "treatments?" Has she heard about and/or read the Great Barrington Declaration? Or does she just listen to CNN and Dr. Fauci to get her information? Has she done a quantitative analysis of the CDC's mortality data, or does she just believe the hype coming from NBC? Does she even know that Ivermectin is listed as a treatment for Covid on the NIH website, or does she just rely on the propoganda that it is a only for deworming horses? Does she even know the amazing history of Ivermectin?

With that being said, did she happen to listen to the roundtable discussion regarding the adverse effects of the Covid vaccinations that was held in the Senate this week? Here is a snippet from the roundtable held by Senator Johnson this week. The speaker is Attorney Thomas Renz, and he is going over data from the Department of Defense's database that whistleblowers have helped obtain. Here is the transcript of a portion of the hearing, "substantial data showing that we saw, for example, miscarriages increased by 300% over the five-year average almost, we saw almost a 300% increase in cancer over the five-year average, cancer is not being talked about except by Dr. Ryan Cole, thank you doctor, we saw, this one is amazing, neurological, neurological issues, this one affects our pilots, a 1000% increase, 1000%." If you want to hear the whole roundtable, you can find it on Rumble, under "Covid-19: A Second Opinion." So, if you really want to know what is going on, or at least the other side of the story, which is constantly being labeled "misinformation," go and watch Covid-19: A Second-Opinion.

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LICENSE AGREEMENT
JUSTIN F. CORESSEL COMMUNITY ROOM
SHERWOOD, OHIO

LICENSE AGREEMENT

This License Agreement [the "Agreement"] is entered into between the **VILLAGE OF SHERWOOD, OHIO** whose legal mailing address is PO Box 4545, Sherwood, OH 43556, [the "Licensor"], and the **DEFIANCE PUBLIC LIBRARY SYSTEM**, whose legal mailing address is 320 Fort Street, Defiance, OH 43512 [the "Licensee"].

In consideration of the mutual promises made in this Agreement, and for good and valuable consideration, receipt of which is acknowledged, the parties agree as follows:

PREMISES: The Licensor is the owner of certain real estate known as the JUSTIN F. CORESSEL COMMUNITY ROOM, 115 North Harrison Street in the Village of Sherwood, County of Defiance, and State of Ohio, [the "Licensed Premises"]. The Licensed Premises will be utilized by the Licensee for the purpose of extending library services to the community. It is the intention of the parties that no legal title or leasehold interest in the Licensed Premises is created or vested in Licensee by the grant of this Agreement. The Licensed Premises will be used by Licensee, its employees, agents, invitees, and/or licensees, under the policies, rules and regulations of the Licensee, which the Licensee will from time to time promulgate.

TERM: The Licensor grants the Licensee a non-exclusive limited license to occupy the Licensed Premises from the commencement date of _____, 2022, and ending on 2022. Either party may terminate this Agreement by giving the other party at least 60 days advanced written notice of that party's intention to terminate this Agreement. Notice must be given by either personal delivery or by certified or registered United States mail. All of the Licensee's property shall be removed from the Premises upon termination of this Agreement. This agreement will automatically renew annually and will be reviewed by Licensor & Licensee every five years. If changes are needed by either the Licensor or Licensee they may negotiate such change at any point in the agreement..

USE: The Licensee is responsible for booking, supervising and care of the community room during open Sherwood Branch Library Hours. The Licensee shall not bring, store or use the Licensed Premises for the purposes of storing, manufacturing, or selling any offensive, noxious, illegal or dangerous material which could cause damage to the Licensed Premises or affect the health and safety of any person on the Premises. The Licensee shall use the Licensed Premises in accordance with all local, county, state, and federal laws, statutes, ordinances, and public requirements, and in furtherance of the purpose and objectives of the Defiance Public Library System. Licensee shall commit no nuisances on the Licensed Premises.

The Licensor is responsible for booking, supervising and care of the community room during times when the Sherwood Branch Library is closed.

The Licensor and Licensee will communicate with each other about after-hours events.

CARE OF PROPERTY: The Licensee will exercise the utmost care in respect to the Licensed Premises, and the Licensee accepts full responsibility and liability for the Licensed Premises against any loss, damage, destruction, theft, fire, etc., as listed below. Licensee must, at its own cost, promptly repair any damage caused to the Licensed Premises by its invitees. If Licensee fails to do so, Licensor may, in addition to its other rights, repair any damage and recover the costs from Licensee. Licensee shall insure that the exterior doors to the premises are locked at the end of each Branch Library business day.

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CONDITION OF LICENSED PREMISES: Licensee accepts the Licensed Premises in its present condition and agrees to keep it in a good clean condition, to commit no waste thereon, to obey all laws and ordinances affecting the Licensed Premises, to repay Licensor the cost of all repairs made necessary by the negligent or careless use of the Licensed Premises, and to surrender the Licensed Premises in like condition as when this Agreement was executed, reasonable wear and tear excepted.

UTILITIES: All applications and connections for necessary utility services for the Licensed Premises shall be made in the name of Licensor only, and Licensor shall be liable for all utility charges as they become due, including those for sewer, water, electricity, provided that Licensor shall invoice Licensee quarterly for 25% of the previous three months of electric bills. This reimbursement provision can only be changed by Agreement of the parties in writing.

MAINTENANCE: The Licensee warrants and covenants that it will comply with all other Federal, State, County, township, and municipal laws, ordinances, rules, resolutions, and regulations. Licensee shall also observe and comply with reasonable rules and regulations as Licensor may prescribe, on written notice to the Licensee, for the safety, care, and cleanliness of the Licensed Premises and for the comfort, quiet, and convenience of the intended users and neighbors of the Licensed Premises. Licensee covenants to maintain the Licensed Premises free and clear of all rubbish, debris, trash, and refuse of any sort, and further agrees to maintain the Licensed Premises in a clear and orderly condition. Licensor shall be responsible for other general maintenance such as light bulb replacement, use outside of library hours, etc. Carpet steaming cost will be split evenly between the Licensor, Licensee and the Friends of the Sherwood Branch Library.

CONSTRUCTION /IMPROVEMENTS. Licensee shall make no permanent improvements, alterations, or additions to the Licensed Premises without first obtaining the prior written consent of Licensor. Licensee shall have the right during this Agreement to make temporary alterations, attach fixtures, and erect signs in or upon the Licensed Premises, which fixtures, additions, or structures, so placed in, on, upon, or attached to the Licensed Premises shall be and remain the property of Licensee and must be removed or otherwise disposed of by Licensee prior to the termination of this Agreement. Licensee shall keep the Licensed Premises free and clear of liens arising out of any work performed, materials furnished, or obligations incurred by Licensee, including mechanics' liens.

RIGHT TO ENTER: Licensor may enter the Licensed Premises at any reasonable time without any advance notice to Licensee for the purpose of inspection or the making of such repairs, replacements, or additions in, to, on, and about the premises, as Licensor deems necessary or desirable.

INSURANCE: Licensor shall provide and pay for fire and extended coverage and public liability insurance on the premises. Each party shall insure and be responsible for their own personal property and chattels. Licensee accepts full responsibility for the Licensed Premises during the periods of time of Licensee's actual use of the Licensed Premises and warrants and covenants that the Licensee will have and maintain property and liability insurance at all times with respect to the Licensed Premises for those time periods of actual occupancy against risks of fire (including so-called extended coverage), theft, injury, loss of life, and other risks as the Licensor may require and, containing the terms, in the form, for the periods, and written by companies as may be satisfactory to the Licensor. The insurance shall be payable to the Licensor and Licensee as their interests may appear. The Licensee must provide a Certificate of Insurance naming the Licensor as an additional insured prior to acceptance of the Licensed Premises. The Licensor shall be added on the Licensee's insurance policies as an additional primary insured.

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WAIVER AND RELEASE: Licensee hereby waives and releases any and all claims against Licensor for damage or injuries of any kind to persons on the Licensed Premises and persons so authorized to occupy and use the Licensed Premises under this Agreement from any cause related to this Agreement, including but not limited to fire, theft or vandalism, and arising at any time, except for damage directly attributable to the negligence of the Licensor only during the periods of time of the Licensee's actual use of the Licensed Premises. Licensor shall not be liable to Licensee for any damage by or from any act, whether intentional or negligent, of any occupant of the Licensed Premises.

INDEMNITY: Licensee agrees to indemnify, defend, protect and hold Licensor and its officers, agents and employees, harmless from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigations costs and attorney fees, arising out of, resulting from or in connection with, either directly or indirectly, the Licensee's use of the Premises pursuant to this Agreement. Licensee agrees to pay for all damage to the Premises, as well as all damage to occupants of the Premises and to the property of those occupants, which is caused by, directly or indirectly, the Licensee's use of the Premises.

LIBRARY POLICIES AND RULES: Attached and incorporated herein by reference are copies of the Licensee's Policy for Use of the 1) Justin F. Coressel Community Room, 2) Meeting Room Policy and 3) Patron Code of Conduct which are currently in effect and will apply to any usage of the Licensed Premises. All three (3) of these policies/rules/regulations apply to the use of the Licensed Premises and will be honored by both parties to this Agreement. All employees of the Licensee shall not be placed in a position of control over the scheduling or utilization of the Licensed Premises outside the agreed upon hours of operation set forth by Agreement of the parties.

DEFAULT BY LICENSEE: Any breach by Licensee of a condition or provision of this Agreement will constitute a material breach, for which the Licensor may provide Licensee with a notice describing the breach and demanding the default be cured. If the Licensee does not cure the default within the time specified, or if a cure is not possible, this Agreement shall automatically terminate and the Licensee shall immediately forfeit all of the Licensee's rights and privileges under this Agreement. Licensee shall pay upon demand all costs and expenses, including reasonable attorney fees, incurred by the Licensor to enforce any of the terms and conditions of this Agreement or to dispose the Licensee. The Licensor's remedies are cumulative, and not exclusive, to all remedies now or hereafter allowed by law or provided in this Agreement.

NO-ASSIGNMENT: This Agreement is personal to the Licensee who may not assign, transfer, sub-license or otherwise share its rights under this Agreement or in the Leased Premises to or with any other person without the Licensor's prior written consent.

SEVERABILITY: If any provision of this Agreement is found to be contrary to or in violation of any law, that provision is not to be construed against the remaining portion of this Agreement, and the remainder of this Agreement will still be enforceable under law.

WAIVER: Waiver of one breach of a term, condition, or covenant of this Agreement by either party to this Agreement shall be limited to the particular instance and shall not be construed as a waiver of any past or future breach of the same or other terms, conditions, or covenants.

STRICT PERFORMANCE: The failure of either party to insist on strict performance of any covenant or condition of this Agreement, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance.

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AMENDMENTS: The conditions prescribed in this Agreement shall apply to the Licensed Premises and cannot be altered, changed, waived, or otherwise affected. Any amendments to this Agreement must be in writing and signed by each party. This Agreement cannot be modified or terminated orally.

FINAL AGREEMENT: This Agreement terminates and supersedes all prior understandings or Agreements on the subject matter hereof. This Agreement contains the entire Agreement of the Parties. No representations or promises shall be binding on the Parties to this Agreement except those representations and promises contained herein or in some future writing duly signed by all Parties.

GOVERNING LAW: This Agreement shall be interpreted under the laws of the State of Ohio.

SUCCESSORS: All rights and obligations of the Licensee under this Agreement shall inure to the benefit and/or detriment of its heirs, executors, administrators, successors, or assigns.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS LICENSE ON THE DATES BELOW.

LICENSEE:

DEFIANCE PUBLIC LIBRARY

CARA POTTER
Library Director

STATE OF OHIO)
) SS:
COUNTY OF DEFIANCE)

STATE OF OHIO, COUNTY OF DEFIANCE;

Before me, a notary public in and for said County and State, personally appeared the above-named Cara Potter, who acknowledged that she did sign the foregoing instrument for and on behalf of the Licensee, being thereunto duly authorized, and that the same is his free act and deed individually and the free act and deed of the Defiance Public Library/Licensee.,

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Defiance, Ohio, this ____ day of _____, 2022

Notary Public, State of Ohio

LICENSOR:

VILLAGE OF SHERWOOD

SHERRI RAMEY
Village of Sherwood Administrator

STATE OF OHIO, COUNTY OF DEFIANCE;

Before me, a notary public in and for said County and State, personally appeared the above-named Sherri Ramey, who acknowledged that she did sign the foregoing instrument for and on behalf of the Licensee, being thereunto duly authorized, and that the same is his free act and deed individually and the free act and deed of the Defiance Public Library/Licensee.,

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Defiance, Ohio, this ____ day of _____, 2022

Notary Public, State of Ohio