

AN ORDINANCE OF THE CITY OF WARSON WOODS, MISSOURI, AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE A LICENSE AGREEMENT WITH JORDAN KLEKAMP AND JOSHUA KLEKAMP FOR THE OPERATION OF A LITTLE FREE LIBRARY IN ROYAL OAK PARK.

WHEREAS, the City of Warson Woods, Missouri, owns and operates a park known as Royal Oak Park (the “Park”); and

WHEREAS, Jordan Klekamp and Joshua Klekamp desire to construct and maintain a free library within the Park (the “Little Free Library”); and

WHEREAS, the City, Jordan Klekamp, and Joshua Klekamp desire to arrange for the construction and maintenance of the Little Free Library in the Park.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF WARSON WOODS, MISSOURI, AS FOLLOWS:


SECTION 1. That the form, terms, and provisions of the Little Free Library License Agreement attached hereto, marked as Exhibit “A”, and incorporated by reference herein (the “Agreement”), by and between the City of Warson Woods, Missouri, and Jordan Klekamp and Joshua Klekamp, be and they hereby are approved, and the Mayor shall be and is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer, on behalf of the City, such Agreement in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Agreement and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Agreement and this Ordinance.

SECTION 2. Savings Clause: Except as expressly set forth herein, nothing contained in this Ordinance shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof.

SECTION 3. Severability Clause: If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

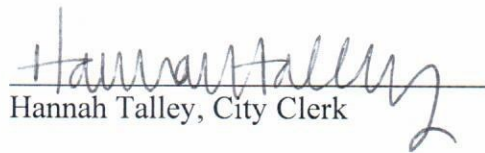
SECTION 4. Effective Date: This Ordinance shall be in full force and take effect from and after its final passage and approval.

THIS BILL PASSED AFTER HAVING BEEN READ IN FULL TWO TIMES PRIOR TO PASSAGE BY THE BOARD OF ALDERMEN OF THE CITY OF WARSON WOODS, MISSOURI, THIS 20th DAY OF FEBRUARY, 2024.



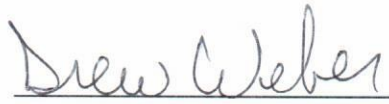
Sean Fitzgerald, Mayor

ATTEST:



Hannah Talley, City Clerk

APPROVED AS TO FORM:



Drew Weber, City Attorney

Exhibit A
LITTLE FREE LIBRARY LICENSE AGREEMENT

THIS LITTLE FREE LIBRARY LICENSE AGREEMENT (the “*License*”) is made and entered into this ____ day of _____, 2024, by and between Jordan Klekamp (the “*Licensee*”) and the City of Warson Woods, Missouri, a Missouri fourth class city (the “*City*”).

RECITALS

WHEREAS, the City owns and operates a park known as Royal Oak Park (the “*Park*”); and

WHEREAS, the Licensee desires to construct and maintain a free library within the Park (the “*Little Free Library*”); and

WHEREAS, the City and the Licensee desire to arrange for the construction and maintenance of the Little Free Library in the Park.

NOW THEREFORE, for and in consideration of the mutual promises, covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree to the following:

1. Grant of License. Subject to the terms and conditions of this License, the parties agree to the following:

(a) The City hereby conveys and grants to the Licensee a perpetual, non-exclusive right, privilege, and license in, over, through, upon, and across Royal Oak Park, in a location determined by the Mayor or his designee (the “*License Area*”), for the purposes set forth in subparagraph (b), subject to the City and public’s use of the Park.

(b) This License authorizes the Licensee to construct, maintain, use, and operate, at its sole cost and expense, the Little Free Library.

2. Review and Approval of Plans. The Licensee shall submit to the City plans for the construction and location of the Little Free Library. The Mayor, or his designee, shall review the plans and may approve or deny the plans at his discretion. If the plans are approved, the Licensee shall construct and maintain the Little Free Library, at its sole cost and expense, for so long as this License remains in effect.

3. Stocking of Library. The Licensee may initially stock the Little Free Library with books and other reading material. During the duration of this License, the Licensee may add books and other reading material to the Little Free Library. The Licensee shall not remove books or other reading material deposited in the Little Free Library by third parties. The Licensee shall not prevent third parties from depositing books or other reading material in the Little Free Library. Further, the City may, at any time, remove from or deposit in the Little Free Library books or other reading material.

4. Notice The Licensee shall give the City notice at least seventy-two (72) hours prior to commencement of the installation of the Little Free Library. The City may delay the installation at its sole option.

5. Indemnification. The Licensee shall defend, indemnify, and hold harmless the City and the City's officials, officers, employees, agents, and representatives from and against any and all damages, liability, claims, fines, allocations, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to the construction or maintenance of the Little Free Library, or the Licensee's actions under this License.

6. Term. The term of this License shall commence as of the date first written above and shall continue until terminated by either party, upon written notice of termination to the other party, delivered to the following address:

If to the Licensee:

Jordan Klekamp

If to the City:

City of Warson Woods
Attn: Mayor
10015 Manchester Rd
Warson Woods, MO 63122

Notices shall be effective as follows: (i) in the case of certified mail, return receipt requested, upon the third day after such notice is deposited in the U.S. Mail in the manner specified; (ii) in the case of overnight delivery, upon delivery of such notice at the address specified above; and (iii) in the case of facsimile transmission, upon the sender's receipt of the facsimile system's confirmation of successful transmission to the facsimile number specified above. Changes in contact information to which notice is to be sent may be made from time-to-time by written notice to both parties.

7. **No Agency.** It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing the relationship of co-partners or a joint venture between the parties hereto, or as constituting any party as an agent, representative or employee of the other for any purpose whatsoever.

8. **Non-Employee Status.** The Licensee shall not be considered an employee of the City and shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to the City's officers and employees either by operation of law or by the City.

9. Laws to Govern. This License shall be governed by the laws of the State of Missouri, both as to interpretation and performance. All legal action necessary to enforce this License will be held in St. Louis County, Missouri.

10. Compliance with Laws. Each party hereto shall conduct its operations and perform its duties under this License in compliance with all applicable Federal, State, and local laws, ordinances, orders, and regulations.

11. Severability. If any provision of this License shall be declared illegal, void, or unenforceable by a court of competent jurisdiction, the other provisions shall not be affected but shall remain in full force and effect.

12. Modification. This License constitutes the entire License and understanding between the parties, and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto.

13. Additional Provisions. Section and paragraph headings herein have no legal significance. When the context hereof requires, the use of any gender includes all genders, and the singular includes the plural, and vice versa. All parties signing in a representative capacity warrant that they have all requisite authority to enter into this License and consummate the transaction herein contemplated. No inference in favor of or against any party shall be drawn from such party having been the party to draft any portion hereof.

14. Execution in Counterparts. This License may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

15. Recitals. The recitals are a material part of this License and are incorporated by reference herein.

IN WITNESS WHEREOF, the City has executed this Agreement as of the day and year first above written.

City of Warson Woods

[SEAL]

By: _____
Sean Fitzgerald, Mayor

ATTEST:

City Clerk

IN WITNESS WHEREOF, the Licensee has executed this Agreement as of the day and year first above written.

Jordan Klekamp

Joshua Klekamp
