

# **SHARE Consortium Bylaws**

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Established: 2015

LLS Board President:

  
Brian Broga

**7. Participation**

Participation as a member institution of SHARE is voluntary and independent of library system affiliation.

**8. Joining SHARE**

An institution wishing to join SHARE shall initiate a written request to the chair of the primary governing body. Costs for loading data shall be assessed by SHARE and presented to the requesting institution. Requests to join SHARE shall be approved by a 2/3 majority vote of the SHARE Council. Assessed costs for loading data into the SHARE ILS shall be paid by the joining party.

**9. Leaving SHARE**

An institution wishing to exit from the SHARE Consortium may do so with 6 months written notice. Notifications shall be directed to the chair of the primary governing body. Costs for extracting data shall be assessed by SHARE and presented to the requesting institution. Assessed costs for extraction of ILS data from the SHARE ILS shall be paid to SHARE or its fiscal agent by the departing party.

**10. Good Standing**

"Good standing" is defined as being in compliance with the SHARE bylaws and any approved appendices. If a member institution remains out of good standing for a period greater than 6 months, that institution may be sanctioned or expelled from SHARE. A procedure for implementing sanctions and expulsion shall exist as an appendix to these bylaws. No member institution of SHARE may be sanctioned or expelled by arbitrary action of any governing body.

**11. Decision-Making Bodies**

- 11.1. While the total number of SHARE member institutions remains twenty (20) or less, the only governing body shall be a SHARE Council.
- 11.2. While the total number of SHARE member institutions remains twenty-one (21) or more, a Steering Board shall serve as an additional governing body. Under this arrangement, the SHARE Council shall make decisions concerning expenditures of SHARE member funds, while the SHARE Steering Board shall make decisions concerning consortium-wide policies. Either body can (and should) make recommendations to the other.

12.12.5. Make appropriate recommendations to the Steering Board.

**13. Steering Board**

- 13.1. The total number of elected representatives on the Steering Board shall be (5).
- 13.2. One special representative may serve on the Steering Board to represent school districts and/or other non-public library agency members in SHARE.
- 13.3. Should the size of the consortium increase to require it, the number of Steering Board seats may be expanded by amendment of these bylaws.
- 13.4. Each Steering Board representative shall serve a term of 2 years, with a limit of 2 consecutive terms.
- 13.5. The Steering Board shall have at least (2) representatives from small libraries and (2) representatives from large libraries.
- 13.6. The definition of "small library" shall be a library which serves a municipal population of 4,500 or less (based on median municipal population).
- 13.7. The definition of "large library" shall be a library which serves a municipal population of 4,501 or more (based on median municipal population).
- 13.8. Steering Board vacancies shall be filled in the order in which they became vacant.
- 13.9. The first public library representative seat of the Steering Board to be filled after adoption of these Bylaws shall be filled by a representative from a small library. Subsequent public library seats will be filled in an alternating fashion between large libraries and small libraries.
- 13.10. Other invitees may participate in or advise the Steering Board, but may not vote.
- 13.11. Meetings of the Steering Board shall occur at least 6 times per year.
- 13.12. All members of the Steering Board must be present at a meeting in order to conduct business.
- 13.13. Steering Board meetings may utilize conferencing technology, as long as a venue is provided for SHARE members to observe the meeting.
- 13.14. A majority of the entire membership of the Steering Board (50% +1 of the number of seats) shall constitute passage of a motion.

**15. Dissolution of the Steering Board**

By a 2/3 majority vote of its entire membership, the SHARE Council may dissolve the Steering Board. Upon dissolution, the Steering Board shall be re-created according to these bylaws.

**16. Amendments**

Any member of the primary governing body may introduce a motion to amend the bylaws at any regularly scheduled meeting. If approved, the amendment shall be included on the agenda for the next meeting and shall there be accepted or rejected. Accordingly, SHARE member institutions agree to uphold the most-current version of these bylaws.

**17. Appendices**

The following appendices shall be developed and considered integral to these bylaws:

17.1. SHARE Circulation Policies

17.2. SHARE Cataloging Policies

17.3. SHARE Resource-Sharing Policies

17.4. SHARE Procedures for Addressing Members out of Good Standing

**18. Website**

An administrative website shall be established for SHARE. The website shall include meeting schedules, agendas, minutes, the SHARE Bylaws, any approved appendixes thereof, amendment history, membership information, policy information, and any other information identified as useful in accomplishing SHARE's mission.

**19. Rules of Order**

Meeting business and conduct shall follow Robert's Rules of Parliamentary Order (Latest Edition).

Signed,

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Board President, Waterford Public Library

**NONEXCLUSIVE LEASE  
BETWEEN THE VILLAGE OF WATERFORD AND  
THE LAKESHORES LIBRARY SYSTEM**

THIS NONEXCLUSIVE LEASE AGREEMENT is made and entered into this 9<sup>th</sup> day of June, 2015, by and between the Village of Waterford, hereinafter referred to as "Lessor," and Lakeshores Library System, hereinafter referred to as "Lessee." Lessor, for and in consideration of the rent, covenants, agreements and conditions hereinafter mentioned, to be kept and performed by the Lessee, by these presents does rent, lease and let unto Lessee and Lessee does hereby take and Lease from the Lessor on the terms and conditions as hereinafter provided, an area within the technology closet, which is a portion of the premises located at 101 North River Street, Waterford, Wisconsin, in the building known as the Waterford Library, located in the Village of Waterford, Racine County, Wisconsin.

1. The term of this Lease shall be from September 1, 2015 to August 31, 2018, both dates inclusive, unless sooner terminated as provided in this Lease.
2. Rent. The Lessee shall pay to the Lessor as rent for the leased premises the sum of one dollar and other good and valuable consideration as set forth herein, payable in advance on the 1st day of each and every consecutive year of the Lease term commencing September 1, 2015 and continuing through September 1, 2017.
3. Renewal and Termination. In the event that the Lessee is not in default under any of the terms and conditions herein, the Lessee shall have the option to renew this lease for two additional three-year periods, in a written form executed by both parties, provided the parties hereto mutually agree upon terms and conditions upon which to renew. Either party may terminate this Lease without cause upon seven months written notice to the other party.
4. First Year's Rent and Utility Charges. Prior to taking occupancy of the premises, and as a condition precedent to taking occupancy of the premises, the Lessee shall pay to the Lessor the first year's rent, and shall pay the utility charges set forth in paragraph 9.
5. Use of Premises.

A. Intended use. The Lessee may use and occupy the Leased premises for the installation, operation and maintenance of the Lakeshores Library System servers within the technology closet, for associated upgrades to the technology closet, and for any other lawful use with the written permission of the Lessor. The Lessee shall not use or knowingly permit any part of the leased property to be used for any unlawful purpose, nor shall Lessee in any way violate any certificate of occupancy affecting the leased property in any way which will void or make voidable any insurance then in force with respect thereto, or which will make it impossible to obtain fire or other insurance required to be furnished by either of the parties or which is reasonably necessary, or which will increase the cost of the Lessor's fire insurance, or which will cause or be likely to cause structural damage to the building or any part thereof, or which will constitute a public or private nuisance.

14. Default. If there shall be a default in the payment of rent or any part thereof for more than 15 days after written notice of such default by Lessor, or if there shall be default in the performance of any other warranty, covenant, agreement, condition, rule or regulation herein contained or here after established on the part of the Lessee for more than 15 days after written notice of such default by Lessor, this Lease (if Lessor so elects) shall thereupon become null and void, and Lessor shall have the right to repossess the leased property, either by force, summary proceedings, surrender, or otherwise, and dispossess and remove therefrom Lessee, and its effects, without being liable to any prosecution therefor. Provided, if the default, other than the payment of rent as herein provided, cannot with due diligence be cured within said period of 15 days and if the Lessee prior to the expiration of said 15 day period commences to eliminate the cause of such default and proceeds diligently and to take all steps to do all work required to cure such default and does so cure such default, then the Lessor shall not have the right to repossess the leased property and terminate the Lease by reason of such default. Lessee hereby expressly waives the service of notice of intention to re-enter or of instituting legal proceedings to that end.

15. Surrender of Premises. The Lessee agrees that upon the last day of the term or of any extensions thereof, or of any sooner termination thereof as in this Lease provided, peaceably and quietly to surrender and yield up to the Lessor the entire leased premises and all appurtenances thereto, and all improvements and additions to the freehold, in as good order and condition as the same were at the commencement of the term, reasonable wear tear and damage by fire, the elements or other casualty, and not occurring through the act or neglect of the Lessee only excepted.

THIS AGREEMENT is binding on the parties hereto, their respective personal representatives, heirs, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Lease on the date first set forth above.

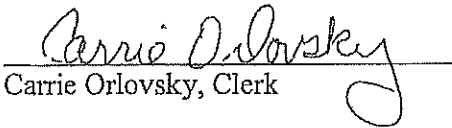
LESSOR:

Village of Waterford



Thomas E. Roanhouse, President

ATTEST:



Carrie Orlovsky, Clerk

LESSEE:

Lakeshores Library System



Brian Broga, President

Approved:



Donald Bray, President  
Waterford Library Board

Drafted by:

Marcia Hasenstab

State Bar No. 1020892

Village Attorney

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