

WEBER COUNTY LIBRARY
BOARD OF TRUSTEES
MINUTES

April 2, 2024

Board Members
in Attendance:

Diana Allison
Sandra Crosland
Jim Harvey
Reed Spencer
John Watson

Board Members
Excused:

Wendy Ogata
Shannon Sebahar

Others
in Attendance:

Phoebe Carter, Assistant Director
Shari Creer, Friends of the Library
Holly Okuhara, Assistant Director
Deborah Smith, Pleasant Valley Branch Manager
Julia Valle, Business Office Manager
Lynnda Wangsgard, Director

Public Comments:

Crosland called the meeting to order at 5:00 p.m. and invited public comments. There were none. Sebahar and Ogata had asked to be excused.

Approval of March 5, 2024, Meeting Minutes:

Crosland called for questions, comments, or corrections to the March 5, 2024, meeting minutes.

Watson moved approval of the minutes as distributed. Allison seconded the motion. All voted in the affirmative.

Friends of the Library Report:

Creer reported on a video that was recorded at the Pleasant Valley Branch earlier during the month, detailing the programs and services the library offers. Friends attended and helped illustrate services.

Wangsgard noted the video will be screened during County Government Week, probably on Tuesday, April 23, 2024. Invitations will be forwarded when the event is announced.

Commissioner's Report:

Harvey reported on an Oath of Allegiance ceremony held for those who had made the effort to become new citizens; 126 individuals from 38 countries participated. He was especially impressed by the stories told about why they became citizens; that is, for the most part, because they had lived under horrible circumstances and wanted a better life for themselves and especially for their children.

Allison said she was impressed by a little girl who said, "My daddy is turning an American today."

Watson noted a person from San Jose, California, said he had attended a similar ceremony a few weeks earlier and was so much more impressed with the way in which the event was handled here.

Harvey also reported on senior centers and services for the aging in Weber County.

The federal government gives money to counties to run senior centers, Harvey said. Federal funding is contingent upon the centers operating five days a week for a minimum of 30 hours per week. All the federal funding, and \$80,000 allocated from the County "municipal services fund," is turned over to Weber Human Services to help facilitate services county-wide. There are 10 senior centers in Weber County. Davis County has 50% more population and only three senior centers. Senior centers in Weber County might be too saturated, Harvey reasoned.

Mayors in the cities where these centers are located do not want to accept the responsibility of funding the centers, placing the responsibility on the county to raise taxes. This creates an issue for county officials who may reason the centers are not evenly disbursed to serve the entire population. However, city officials do not want to take the lead in consolidating services or raising taxes. Harvey is going to step back and allow city officials to think this through, perhaps developing a model that is better able to serve the entire county.

Director's Report:

Valle reminded everyone about the annual Ladybug Roundup scheduled for April 20, 2024, in celebration of Earth Day. Packets of ladybugs will be distributed at all five libraries while supplies last.

Okuhara said ladybug library cards are also being issued during the month of April.

Wangsgard reviewed the financial report, noting fines and fees collected inhouse were on target for the first quarter of the year. Overdue collections were at 22% but should pick up during the summer with increased circulation that comes when school is not in session. Collection of fees for damaged books was at 27% and room rent was at 25%. There were no anomalies in any of the expenditure line items.

The service metrics report illustrated a strong upward trend in usage during the first two months of 2024 as compared to the same period a year earlier. Of special note was attendance at library sponsored programs and events. A goal had been set to increase this number by 10% by yearend. To date, attendance was up by more than 50%.

Output Measure Comparison			
January - February			
	2023	2024	%+ or -
Reference Services	135,978	153,649	13
Program Attendance - Groups	585	658	12
- Individuals	14,168	21,353	51
Meeting Room Use - Groups	1,068	1,179	10
- Individuals	23,027	26,740	16
Cataloging Services	5,505	7,065	28
Patron Registration	2,953	3,450	17
Circulation	376,458	404,878	8
Visits	161,292	167,923	4

There were no questions or comments about either of the reports.

Review of Pleasant Valley Branch Ownership and Leasing Documents:

During the March board meeting, discussion of bifurcating easements on property at the Pleasant Valley Branch raised questions about the ownership of the building site and the history of the facility. These questions, Wangsgard noted, should be discussed in a public meeting and made part of the library board's official minutes. To this end, Wangsgard distributed documents that served to help illustrate how the property was originally acquired and subdivided, as well as the original intent of the donors, library board, development board, and the City of Washington Terrace.

The first document discussed was a Lease Between Weber County Library Board of Trustees and the Weber County Library Development Fund, signed on March 20, 2020. How did the library board come to lease property, owned by the library development fund, upon which the Pleasant Valley Branch Library was constructed and who owns the property upon which other county libraries are constructed, Wangsgard asked rhetorically? Who donated these properties and what were the donors' original intent? What role did the City of Washington Terrace play in design and construction of the Pleasant Valley Branch and what requirements did they place on building plans? Have there been any changes in the agreements since the original sites were donated and, if so, who was involved and to what degree?

The Lease Between Weber County Library Board of Trustees and the Weber County Library Development Fund came about during 2020 in response to an accident that occurred on the Pleasant Valley Branch property. County officials wondered if insurance provided by the Utah County Insurance Pool would pay for liabilities on non-county owned property. As a result, the following lease was arranged to bring the property under the purview of the county library board.

**LEASE BETWEEN WEBER COUNTY LIBRARY BOARD OF TRUSTEES
AND THE WEBER COUNTY LIBRARY DEVELOPMENT FUND**

This lease agreement ("Lease") is made and entered into this 31st day of March, 2020, by and between the Weber County Library Development Fund, a Utah Non-Profit Corporation, whose address is P.O. Box 150890, Ogden, UT 84115 ("Grantor") and Weber County Library Board of Trustees, ("Grantee")(collectively, "Parties," or individually, "Party").

WHEREAS, Grantor owns the property described in Exhibit A ("Property") and has an easement over parcel # 07-037-0013 as depicted in Exhibit B ("Easement").

WHEREAS, the Property was donated to Grantor by the Douglas B. Stephens Trust for the purpose of building and operating a library on the Property; and

WHEREAS, Weber County built a library on the Property for the use and benefit of Weber County residents and has granted authority to Grantee to oversee the operations of the library; and

WHEREAS, Grantee desires to secure its rights to continue to use the Property to operate a library for the use and benefit of Weber County residents;

NOW THEREFORE, the Parties agree as follows:

1. Grantor hereby leases the Property and the Easement to Grantee for the operation and maintenance of a public library and adjoining open space to serve all the residents of Weber County for the price of \$1 per year.
2. The term of this Lease shall be for 50 years so long as a public library shall be operated and maintained on the land for the use and benefit of Weber County residents. The Lease shall begin on the commencement date, March 15, 2020, and shall terminate on February 28, 2070.
3. The public library shall be known as the "Pleasant Valley Branch" and the art gallery within said public library should be named, visibly designated as, and publicly known as the "Elaine R. Stephens Gallery."
4. The Property shall be used exclusively as a site for the operation and maintenance of a public library. No building or structure of any kind whatever other than a public library shall be erected, placed, or permitted on the Property or any part thereof. The library building shall prominently feature a brick exterior of reddish tone.
5. In the event Grantee ceases to maintain and operate a public library on the Property or violates any of the conditions in paragraphs 3 and 4 above, Grantor shall give written notice of such breach to Grantee. After receipt of such written notice, Grantee shall have 30 days in which to cure any breach provided that Grantee shall have such extended period of time as may be required beyond the 30 days if the nature of the cure is such that it reasonably requires more than 30 days and the Grantee commences the cure within the 30 day period and thereafter continuously and diligently pursues the cure to completion.

6. In the event Grantee does not cure the breach pursuant to paragraph 5 above, this agreement shall terminate and all right, title, and interest to the Property together with any improvements thereon shall revert to Grantor or its successors in interest.

7. Grantee, and its successors in interest, shall have the exclusive right of control and the expense of operation and maintenance of the Property, so long as it has any interest therein under this agreement.

8. The Parties may extend this Lease in writing upon such terms and conditions as may be agreed upon. Any extension shall be signed by the Parties at the time of the agreed upon extension.

9. Grantee shall pay any and all taxes, assessments, or other governmental charges that shall or may be imposed on Grantee during the term of this Lease or that arise in connection with this Lease and the operation and maintenance of the library.

10. Grantee shall be responsible for any defects, deficiencies, deviations or failures of materials or workmanship in the building, and Grantee shall repair, replace, and maintain the Property, and any additions, alterations, or improvements to the Property, in good order and condition at its own expense.

11. Grantee shall indemnify and hold Grantor harmless for any and all injuries, losses, claims, or damages to any person or property that occur on the property or that arise out of Grantee's use of the Property.

12. If any term or provision of this Lease shall be held invalid or unenforceable by any court or as a result of future legislative action, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law. In lieu of such illegal, invalid, or unenforceable provision, the Parties shall use commercially reasonable efforts to negotiate in good faith a substitute, legal, valid, and enforceable provision that most nearly effects the Parties' intent in entering into this agreement.

13. Nothing contained herein shall be deemed or construed by the Parties, nor by any third party, as creating the relationship of principal and agent or of partnership or of a joint venture between the Parties. It being understood and agreed that neither any provision contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the parties other than the relationship of Grantor and Grantee.

14. This instrument contains the entire and only agreement between the Parties, and no oral statements or representations that are not contained in this instrument shall have any force and effect.

15. This Lease shall not be modified in any way except by a writing executed by both Parties.

16. This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of Utah. The Parties waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Weber County, State of Utah.

17. In the event of a breach of this Lease, the Parties may obtain injunctive relief in addition to any and all other remedies available regardless of whether the injured party can demonstrate that no adequate remedy exists at law.

IN WITNESS WHEREOF, the Parties have executed this Lease the day and year first above written or have caused this Lease to be executed by their respective officers duly authorized.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By Gage Froeyer, Chair
Date March 10, 2020
Commissioner Harvey voted ✓
Commissioner Jenkins voted ✓
Commissioner Froeyer voted ✓

ATTEST:

Ricky Hatch
Ricky Hatch, CPA
Weber County

WEBER COUNTY LIBRARY BOARD
OF TRUSTEES

By Diana Allison, Chair
Diana Allison, Chair

ATTEST:

Lynnda Waugsgard
Lynnda Waugsgard
Weber County Library Director

WEBER COUNTY LIBRARY
DEVELOPMENT FUND

By Marcia Harris, Chair
Marcia Harris, Chair

ATTEST:

Bryan Baron
Bryan Baron
Weber County Deputy Attorney

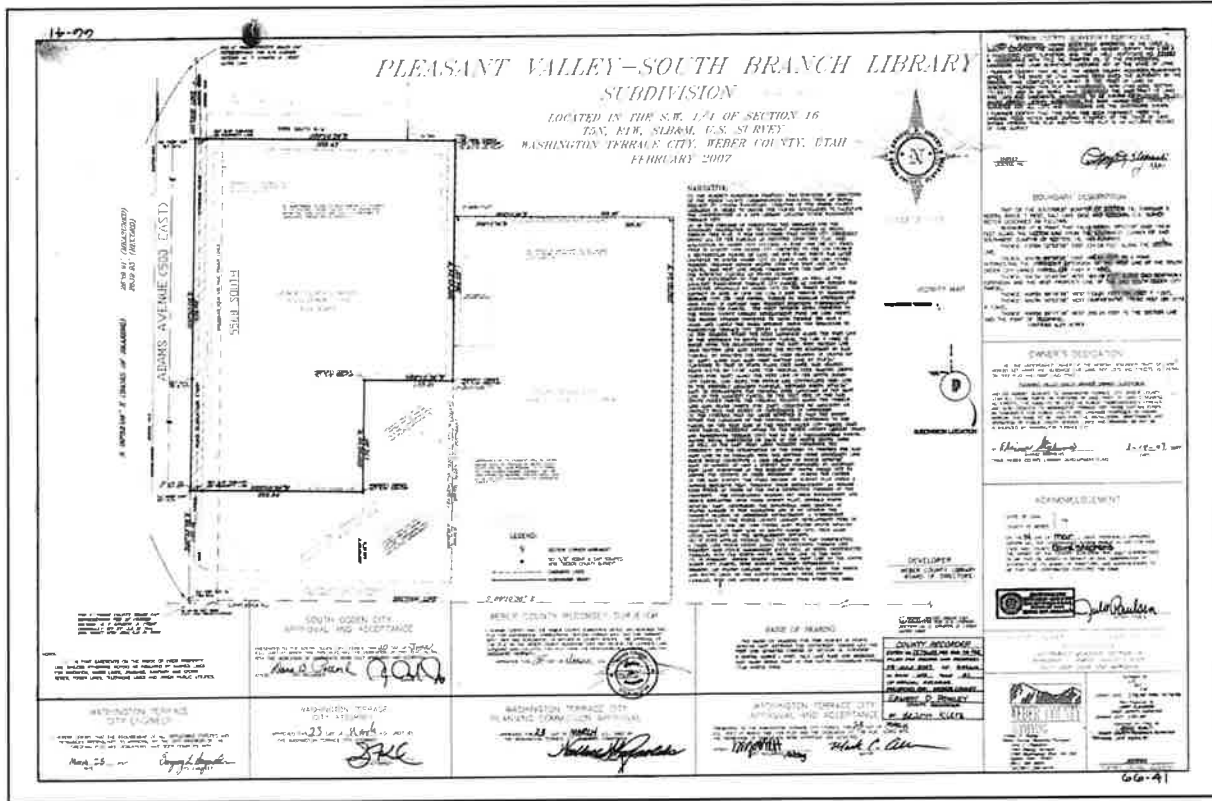
EXHIBIT A

PARCEL # 07-699-0003

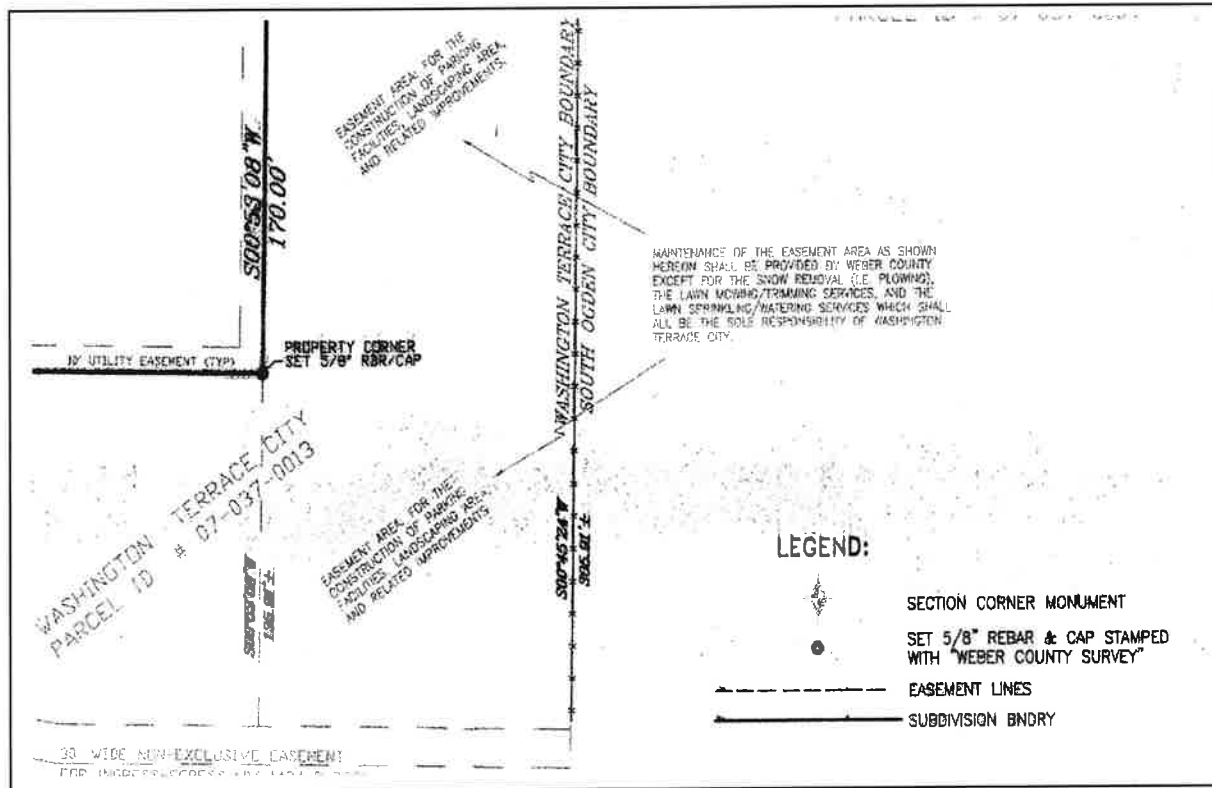
ALL OF PLEASANT VALLEY SOUTH BRANCH LIBRARY SUBDIVISION,
WASHINGTON TERRACE CITY, WEBER COUNTY, UTAH.

EXCEPT: A PARCEL OF LAND IN FEE FOR THE WIDENING OF AN EXISTING CITY STREET, ADAMS AVENUE PARKWAY, KNOWN AS PROJECT NO. F-LC57(24) BEING PART OF AN ENTIRE TRACT SITUATE IN THE SOUTHWEST 1/4 SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, IN WEBER COUNTY, UTAH. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS: BEGINNING IN THE EXISTING EAST RIGHT OF WAY LINE OF ADAMS AVENUE PARKWAY, AT A POINT 46.50 FEET PERPENDICULARLY DISTANT EASTERLY FROM THE CONTROL LINE OF SAID PROJECT OPPOSITE APPROXIMATE ENGINEER STATION 18197.57, SAID POINT BEING 483.85 FEET NORTH 0D5308" EAST ALONG THE WEST LINE OF SAID SECTION 16 AND 17.00 FEET SOUTH 89D0652" EAST FROM THE SOUTHWEST CORNER OF SAID SECTION 16, RUNNING THENCE NORTH 12D1144" EAST 15.30 FEET TO A POINT 49.50 FEET PERPENDICULARLY DISTANT EASTERLY FROM THE CONTROL LINE OF SAID PROJECT AT APPROXIMATE ENGINEER STATION 19+12.57, THENCE NORTH 0D5308" EAST 33.19 FEET TO A POINT 49.50 FEET PERPENDICULARLY DISTANT EASTERLY FROM THE CONTROL LINE OF SAID PROJECT AT APPROXIMATE ENGINEER STATION 19+45.76, THENCE SOUTH 89D0652" EAST 4.00 FEET TO A POINT 53.50 FEET PERPENDICULARLY DISTANT EASTERLY FROM THE CONTROL LINE OF SAID PROJECT AT APPROXIMATE ENGINEER STATION 19+45.76, THENCE NORTH 0D5308" EAST 20.60 FEET TO A POINT 53.50 FEET PERPENDICULARLY DISTANT EASTERLY FROM THE CONTROL LINE OF SAID PROJECT AT APPROXIMATE ENGINEER STATION 19+65.76, THENCE NORTH 0D5308" EAST 4.26 FEET TO A POINT 49.24 FEET PERPENDICULARLY DISTANT EASTERLY FROM THE CONTROL LINE OF SAID PROJECT AT APPROXIMATE ENGINEER STATION 19+65.76, THENCE NORTH 0D5308" EAST 9.55 FEET, TO A POINT IN THE EXISTING EAST RIGHT OF WAY LINE OF THE EXISTING ADAMS AVENUE PARKWAY SAID POINT BEING 46.50 FEET PERPENDICULARLY DISTANT EASTERLY FROM THE CONTROL LINE OF SAID PROJECT AT APPROXIMATE ENGINEER STATION 19+74.90, THENCE SOUTH 0D5308" WEST 77.34 FEET ALONG SAID EXISTING EAST RIGHT OF WAY LINE TO THE POINT OF BEGINNING. AS SHOWN ON THE OFFICIAL PLANS FOR SAID PROJECT IN THE OFFICE OF THE CITY OF WASHINGTON TERRACE, UTAH. THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 275 SQUARE FEET OR 0.006 ACRE IN AREA. (NOTE: A LINE BEARING OF NORTH 0D5308" EAST (UTAH STATE PLANE COORDINATE SYSTEM NAD 83, (NORTH ZONE) ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 5 NORTH, RANGE 1 WEST WAS USED AT THE BASIS OF BEARING.)

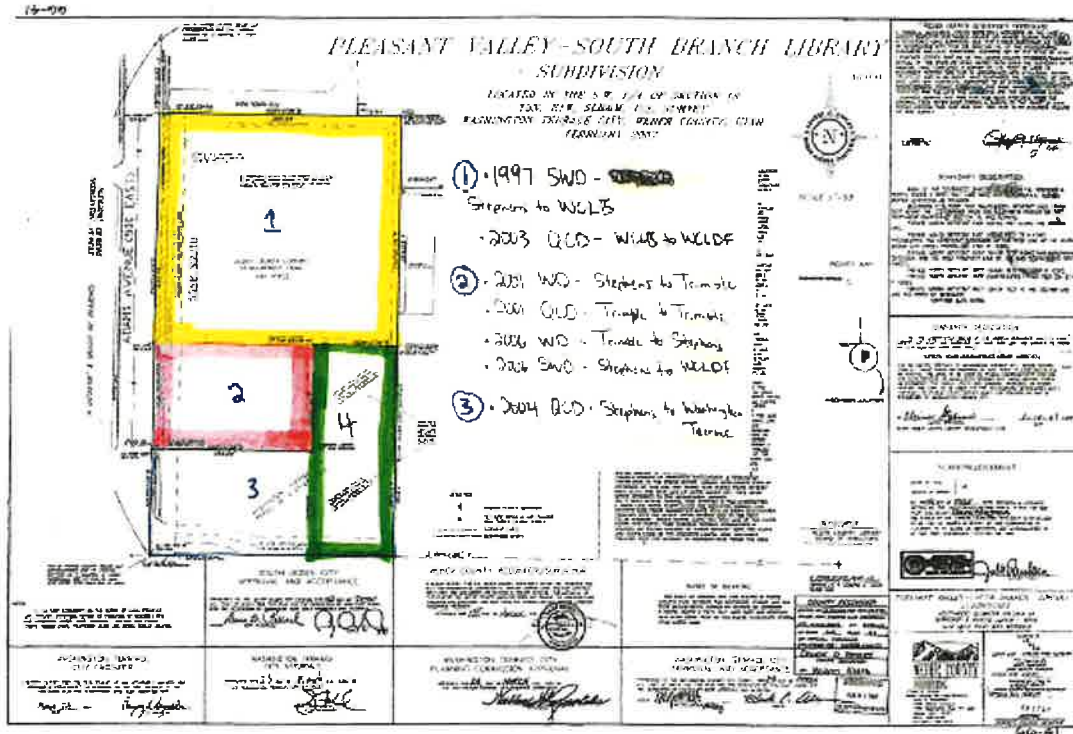
Lease Exhibit B: Pleasant Valley-South Branch Library Subdivision Plat Map



Notes Detailing Original Easement.



Subdivision Plan with Notes, Detailed by Bryan Baron, Illustrating Deeding of Parcels.



Review of the lease agreement and attachments, as well as notes compiled by legal counsel, help establish the original vision for the property; that is, a parcel for the library, a parcel for the City of Washington Terrace, and easements for shared usage by the two entities. The ground illustrated in area #1 above, was deeded to the library board in 1997 with a covenant stating a building was to be constructed within a prescribed period of time. If a building was not constructed in time, the property would revert back to the original owners, Douglas and Elaine Stephens.

The board developed a five-year capital plan designed to bring the library system up to standard. The first project was to build what was known at the time as the southeast branch/headquarters library, then replace the Southwest Branch, construct a northwest branch, complete the North Branch by finishing the basement, and finally upgrade the Main Library. County officials voiced support for the plan and agreed the best way to secure funding was to hold a general obligation bond election. They authorized the library board to proceed with a vote on February 6, 2001, with the following building goals for service space in mind:

Building/ Branch	Year Built	Before Sq. Ft. Before	Before Usable Service Space	After Sq. Ft. After	After Usable Service Space
Main	1968	47,630	47,630	54,085	54,085
SWB	1976	17,958	17,958	23,000	23,000
NOB	1983	10,855	10,855	21,715	21,715
OVB	1995	20,000	14,000	20,000	14,000
SEB	2003	0	0	55,000	30,000
NWB	2005	0	0	21,258	21,258

Friends of the Library ran a bond election campaign and the library board provided factual information about the five-year capital plan. As the day for voting approached, things looked positive for a special election approval. However, just days before the vote, county officials publicly undercut the project, and the bond failed. It might have failed anyway, Wangsgard noted, but the Stephens family and library board were upset about what they perceived as being “thrown under the bus.” The library board was out a considerable amount of the funding used to pay for the special election; money that could have been used for books. The Stephens family had pledged a building site in good faith but had not been treated respectfully by those who claimed to be working to provide funding for bricks and mortar. There were hard feelings.

The resulting lack of trust was amplified when a county representative met with the Stephens family, requesting the property be given to the county to build a law enforcement substation. The county emissary reasoned that since the bond failed, the county did not intend to provide funding for a library, and since the library could not build within the time given in terms of the original agreement, the building site could be taken back by the Stephens family and use reassigned. This was not what the Stephens family intended. They wanted the property to be used for a library.

The library board asked the Stephens family for an extension on their time to build. It was agreed that it would be granted, but only if the property were turned over to the library development fund. In this way, the project could be insulated from political meddling that might result if the county tried to stack the library board with people willing to turn over the property for another purpose. Weber County officials were leading an effort at the state level to weaken statutory prerogatives empowering public library boards to own property.

During 2003, the library board deeded site #1 to the library development fund. Elaine Stephens took a seat as chair of the fund, further ensuring the vision for the property to serve as a library. Doug and Elaine’s daughter, Dixie, also took a seat on the library development fund board.

The library board shelved their five-year capital plan for the library system and re-envisioned a single library to serve southeastern Weber County. A “third place” southeast branch began to evolve. The Stephens family quickly embraced the concept but the addition of a blackbox theater, art gallery, outdoor amphitheater, botanical garden, and the first Leadership in Energy and Environmental Design (LEED) project north of Salt Lake City required additional property and funding still had to be acquired.

The additional property needed for a “third place” library presented a dilemma. After the bond election failed, the Stephens family sold lot #2. Without this property, the “third place” library could not be accommodated. The Stephens family began negotiations with the new owner of area #2, repurchased the property, and turned the deed over to the library development fund. In the interim, the Stephens family deeded lot #3 to the City of Washington Terrace with the understanding it would be used for construction of a senior citizens’ center. During negotiations with Washington Terrace City officials, it was agreed that easements would be allowed in what is labeled area #4 in order to provide the green space for a LEED building and adequate parking needed to meet Washington Terrace City building codes. As signature panels on the subdivision plan illustrate, all of these agreements were signed off by the Washington Terrace City Engineer,

City Attorney, Planning Commission, and Mayor, as well as the Weber County Surveyor and Elaine Stephens, representing the library development board.

Notes on the subdivision plan stated:

EASEMENT AREA: For the construction of parking facilities, landscaping area, and related improvements.

MAINTENANCE OF THE EASEMENT AREA AS SHOWN HEREON SHALL BE PROVIDED BY WEBER COUNTY EXCEPT FOR THE SNOW REMOVAL (I.E. PLOWING). THE LAWN MOVING/TRIMMING SERVICES, AND THE LAWN SPRINKLING/WATERING SERVICES WHICH SHALL ALL BE THE SOLE RESPONSIBILITY OF WASHINGTON TERRACE CITY.

Wangsgard noted that the library board took responsibility for the greenspace after city services were unsatisfactory, resulting in damage to turf and trees. The irrigation system, curb and gutter, asphalt, stormwater mitigation, and landscaping of the green space and parking area were all designed and paid for by the library. The library has since maintained the property, including slurry sealing of the parking lot. Considerable library financial resources have been, and continue to be, invested in these easement areas.

As agreements for the needed building site began to come together, a new set of county commissioners stepped forward and said, “let us fix this southeast library project for you” with tax increment bonding, and they did. It was agreed that another general obligation bond election was not realistic since the funding would benefit only one area of the county. In honor and recognition of the unwavering support of Doug and Elaine Stephens, they were offered the opportunity to put their family name on the facility. They demurred, instead dedicating the gallery space to Elaine and adding their Pleasant Valley enterprise name to the building.

The Pleasant Valley Branch opened in 2009 and was the first “third place” library in the intermountain area. The building served as a springboard for the library board’s new five-year capital plan, again voted on by the people in a general obligation bond election which provided funding for all those projects in the original 2001 capital plan, except a northwest branch library. County officials refused the board’s request that this library be added to the new capital plan.

During 2020, again in response to the accident that occurred on the property as a result of inadequate snow removal, city officials asked they be released from the obligation of plowing snow and the resulting liabilities that could result. After negotiations, an Easement Agreement was entered into between the City of Washington Terrace and the development fund. In many ways, this Agreement clarified the rights and responsibilities of the two parties but did not absolve the city’s responsibility for removing snow on either the shared or the north parking lot.

With all of this information a matter of recent public record, the developer who recently approached the library board was still not made aware of the library development board’s ownership of the site or of their obligation to the original donors, the Stephens family. The library development board will now take the request from Kanyon Construction to bifurcate the property under advisement.

**Washington Mayor and City Council Resolution and Revised Easement Agreement,
Clarifying Rights and Responsibilities.**

City of Washington Terrace
County of Weber, State of Utah

RESOLUTION NO. 20-09

**A RESOLUTION AUTHORIZING AN EASEMENT AGREEMENT BETWEEN THE
CITY OF WASHINGTON TERRACE ("GRANTOR") AND WEBER COUNTY
LIBRARY DEVELOPMENT FUND ("GRANTEE")**

WHEREAS, the City of Washington Terrace (hereafter "City") is a municipal corporation duly organized and existing under the laws of the State of Utah;

WHEREAS, in 2004, the Douglas B. Stephens Trust granted parcel number 07-037-0031 to Grantor;

WHEREAS, in 2006, the Douglas B. Stephens Trust granted the neighboring parcel, parcel number 07-699-0003, to Grantee for the purpose of constructing a library on the property;

WHEREAS, on the 23rd of March 2007, in anticipation of the construction of the Pleasant Valley Library on the Grantee's property and in order to provide additional parking and green space for the library, Grantor granted an easement to the Grantee for the construction of parking facilities, a landscaping area, and related improvements (the boundaries of the easement are depicted in Exhibit A and a legal description of the easement is provided within the agreement);

WHEREAS, at the time the easement was established, Grantor agreed to provide snow removal (i.e. plowing), lawn mowing/trimming, and the lawn sprinkler/watering of the easement area, and Grantor agreed to provide all other general maintenance of the easement area;

WHEREAS, shortly after the easement area was established, Grantee took on the responsibilities of lawn mowing/trimming and the lawn sprinkling/watering of the easement area, while Grantor has continued to provide the snow removal; and

WHEREAS, Grantor and Grantee hereby agree and covenant as outlined in the attached easement agreement;

NOW THEREFORE, the City Council of Washington Terrace hereby resolves to enter into the *attached Easement Agreement* with Weber County is hereby approved and incorporated by this reference. The City Council authorizes and directs the Mayor to execute the Easement Agreement for and on behalf of the City of Washington Terrace.

PASSED AND ADOPTED by the City Council of Washington Terrace this 21st day of
2020

DATED this 21st day of July, 2020.

CITY OF WASHINGTON TERRACE


Mark C. Allen, Mayor

ATTEST:


Amy Rodriguez, City Recorder

Roll Call Vote

Council Member Blair Brown
Council Member Larry Weir
Council Member Scott Barker
Council Member Carey Seal
Council Member Jeff West

SOUTH HOGENS CITY

- (c) Grantor shall defend, indemnify and hold harmless Grantor, its agents, affiliates, partners, or other entities controlling, controlled by or under common control with Grantor, from and against any claims or liabilities, including paying all reasonable costs, expenses and attorney's fees incurred or paid by Grantor in connection with litigation arising from: (i) Grantor's and/or the Grantee Parties use or occupancy of the Parcel, including those arising from accident, injury, or damage, however and by whomsoever caused (except to the extent of any claim arising out of Grantor's negligence or willful misconduct); (ii) the conduct of Grantee's business or anything else permitted by Grantee; or (iii) from any negligent act or willful misconduct of Grantee and/or the Grantee Parties.

4. Assignment. All rights, title, and privileges herein granted shall run with the land and shall be binding upon and inure to the benefit of the parties, and their successors in interest.

5. General. This Agreement shall be governed by the laws of the State of Utah and shall not be amended or modified unless by an instrument in writing executed by Grantor and Grantee, or their successors or permitted assigns, and shall be enforceable, at law or by injunctive relief, to the remedy at law being inadequate, without the necessity of posting any bond or other security. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6. Severability. If any clause, sentence, or any other portion of this Agreement becomes illegal, null, or void for any reason, or are held by any court of competent jurisdiction to be so, the remaining portions will remain in full force and effect. In lieu of such illegal, null, or void provision, the Parties shall use commercially reasonable efforts to negotiate in good faith a substitute legal, valid, and enforceable provision that most nearly effects the Parties' intent in entering into this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement the day and year first above written.

GRANTOR: Washington Terrace

By: *Robert Valle*
Name: Robert Valle Title: _____

Attest:

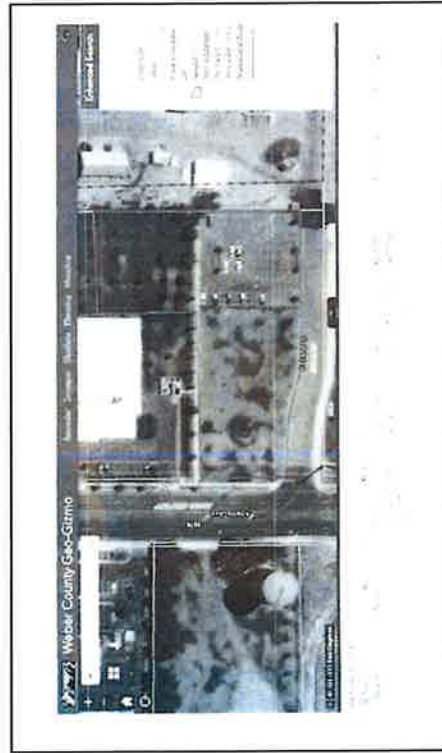
By: *Christy Reynolds*
Name: Christy Reynolds Title: _____

GRANTEE: Weber County Library Development Fund

By: *Christy Reynolds*
Name: Christy Reynolds Title: Chair of Development

Attest:

By: *Robert Valle*
Name: Robert Valle Title: Notary



Wangsgard concluded her presentation on library site ownership by noting:

The Main Library property was originally leased to the Weber County Library Board for the purpose of providing public library services. An addendum to this lease was approved June 13, 2017, in order to provide additional space for public parking (see Appendix A & B).

The original North Branch site was deeded to the Weber County Library Board. The “skateboard property” was purchased under an agreement with the Library Board June 21, 2016 (see Appendix C & D).

The Ogden Valley Branch is located on property leased from the Library Development Fund to the Library Board of Trustees (see Appendix E).

The Southwest Branch/Headquarters Library was constructed on land deeded to Weber County (see Appendix F). The building site for the Headquarters Library was obtained in a series of transactions that documented a trade for the original Southwest Branch property, located on 4800 S, which was owned by the Library Board of Trustees. The site of the Southwest Branch/Headquarters Library is the only property that is at risk of compromise by a future group of elected officials.

A License Agreement between the United States Department of the Interior, Bureau of Reclamation, and the Weber County Library, provides for use of land upon which Southwest Branch/Headquarters Library landscaping was installed and maintained (see Appendix G).

The above documents were not distributed during the meeting but are included in the appendices A-G to these minutes.

It should also be noted that water rights at all locations are held in the name of either the Weber County Library Board of Trustees or the Weber County Library Development Board.

Watson said he recognized the importance of institutional knowledge in making good decisions and was pleased to have the details presented by Wangsgard as an official part of the public record. He also thought it was good that another, not-for-profit board has the responsibility for maintaining the covenant with donors; it frees the library board to operate without fear of offending officials or community members.

Crosland agreed, noting the development board has a fiduciary responsibility to the library system, not to an investor or group of elected officials.

Wangsgard invited the board to tour the building and grounds, complimenting the library maintenance team on their excellent care of the facility. She noted the Pleasant Valley Branch arboretum, an educational component of the project, was an integral part of the library earning a LEED certification. Every tree was selected for a reason, she said. They hail from several continents but are all drought tolerant. Each tree is signed, noting the donor and the unique characteristics of the species. The grounds are welcoming to those who wish to sit and read, put

down a blanket and have a picnic, or just commune with nature. It is a quiet get-away place that is not designed as a public park or playground.

Spencer extended his thanks to the development board and professional staff for the care that had obviously gone into the building and campus.

Harvey said it would be nice to own the property to the south of the library in order to ensure the integrity of the library and its mission.

Spencer agreed. At the right time and place, the library should acquire it and develop it into something that is a complement to the library, he said.

Harvey said the city is interested in using the property to generate tax revenue but he volunteered to find out if the property is for sale and, if so, the asking price.

Watson noted there are too many restrictions for the site to be enticing to a developer. The City of Washington Terrace may be willing to sell and step away from expense of plowing the parking lots. The having the cash in hand, rather than incurring cost to do this work, may make it to their advantage to sell even if it is not to a tax-producing entity.

Other:

There being no further business, Harvey moved to adjourn for a tour of the Pleasant Valley Branch building and grounds. Allison seconded the motion. All voted in the affirmative.

Respectfully submitted:


Julia Valle


Date