

**CITY OF LAKE ELMO
WASHINGTON COUNTY
MINNESOTA**

RESOLUTION NO. 2017- 049

A RESOLUTION REGARDING LIBRARY SERVICES IN THE CITY OF LAKE ELMO

WHEREAS, on January 1, 2012, the Lake Elmo City Council established public library service for the City's residents, pursuant to Minnesota Statutes Section 134.07; and

WHEREAS, upon this establishment, the Library Board was appointed by the City Council which established the Lake Elmo Public Library; and

WHEREAS, the City levies an annual tax on its taxable property for public library service for the library fund that funds the Lake Elmo Public Library; and

WHEREAS, pursuant to Minnesota Statutes Section 134.07, it has been determined by the City that public library services in the City will be expanded if the Lake Elmo Public Library becomes a branch of the Washington County Library System; and

WHEREAS, the Washington County's library system is a member of a "regional public library system" as defined by Minnesota Statutes Section 134.001, subdivision 4; and

WHEREAS, pursuant to Minnesota Statutes Section 134.20, subdivision 3, a city which is excluded from the county tax supporting the county's regional public library system under the provisions of Minnesota Statutes Section 134.20, subdivision 3, may, upon recommendation of its library board and upon action by its city council, be included in the county tax and become an integral part of the county's regional public library system; and


WHEREAS, at its meeting on May 15, 2017, the City's Library Board made a recommendation that the City Council that the City be included in the County tax and become an integral part of the County's library system, provided that the City and the County enter into an agreement with certain terms as set forth in the Library Board's May 15, 2017 resolution regarding the City's library property and the library services that will be provided by the County to the City; and

WHEREAS, the City Council desires that the City be included in the County library tax and become an integral part of the County's library system, provided that the City and the County enter into an agreement with certain terms as set forth in the Library Board's May 15, 2017 resolution regarding the City's library property and the library services that will be provided to the City by the County; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Lake Elmo as follows:

1. City staff is directed to notify the County that the City will turn over the proceeds of its levy for public library service to the County on the condition that the County approve and execute the Library Agreement; and
2. The Library Agreement which is attached hereto as Exhibit A is hereby approved and the Mayor and the City Clerk are authorized to execute it, subject to any changes that are deemed necessary by the City Administrator or the City Attorney.

Passed and duly adopted this 16th day of May, 2017, by the City Council of the City of Lake Elmo, Minnesota.



Mike Pearson, Mayor

ATTEST:



Julie Johnson, City Clerk

EXHIBIT A
Library Agreement

LIBRARY AGREEMENT

This Library Agreement (this "Agreement") is made and entered into this _____ day of _____, 2017 (the "Effective Date"), by and between the City of Lake Elmo, a Minnesota municipal corporation (the "City") and the County of Washington, a Minnesota political subdivision (the "County").

RECITALS

WHEREAS, on January 1, 2012, the Lake Elmo City Council established public library service for the City's residents, pursuant to Minnesota Statutes Section 134.07; and

WHEREAS, upon this establishment, the Library Board was appointed by the City Council which established the Lake Elmo Public Library; and

WHEREAS, the City levies an annual tax on its taxable property for public library service for the library fund that funds the Lake Elmo Public Library; and

WHEREAS, pursuant to Minnesota Statutes Section 134.07, it has been determined by the City that public library service in the City will be expanded if the Lake Elmo Public Library becomes a branch of the Washington County Library System; and

WHEREAS, the County's library system is a member of a "regional public library system" as defined by Minnesota Statutes Section 134.001, subdivision 4; and

WHEREAS, pursuant to Minnesota Statutes Section 134.20, subdivision 3, a city which is excluded from the county tax supporting the county's regional public library system under the provisions of Minnesota Statutes Section 134.20, subdivision 3, may, upon recommendation of its library board and upon action by its city council, be included in the county tax and become an integral part of the county's regional public library system; and

WHEREAS, at its meeting on May 15, 2017, the City's Library Board made a recommendation that the City not tax for library services and allow the County to tax City residents for library services and for the City become an integral part of the County's library system; and

WHEREAS, at its meeting on May 16, 2017, the City Council took such action whereby City residents would be subject to the County library tax and the City would rejoin the County's library system, provided that the City and the County enter into this Agreement regarding the City's library property and the library services that will be provided to the City by the County; and

NOW, THEREFORE, it is hereby agreed by and between the parties as follows:

Article 1 – Library Services

- A. Effective January 1, 2018, the City shall be included in the County tax and become an integral part of the County's library system.
- B. On January 1, 2018, the County will begin operation in the City with the Lake Elmo Public Library located at: 3537 Lake Elmo Avenue North, Lake Elmo reverting to a County branch library.
- C. The City agrees that it will not initiate or complete a withdrawal from the County library system prior to January 1, 2021.
- D. The County must ensure that its Lake Elmo library branch is open to the public a minimum of 40 hours per week for a four year period starting on January 1, 2018. The Lake Elmo library branch shall be open similar hours and days of the week as the County's Oakdale, Wildwood, and Valley branch libraries. Furthermore, if the hours at either the Wildwood or Oakdale County branch libraries are reduced by the County due to an economic downturn or loss of state aid during the four year period, the County may reduce the Lake Elmo library branch hours proportionally. After the four year period has ended, the County may at its sole discretion, determine the hours of operation of the Lake Elmo library branch.
- E. The County shall install a self-check-out system in the Lake Elmo branch library.
- F. The County agrees that upon the City becoming part of the County's library system, the County will hire all current Lake Elmo Public Library staff. Once hired, the staff will become County employees and subject to the County's rules and regulations and collective bargaining agreement for County library employees.
- G. The County agrees that it will welcome volunteers at the Lake Elmo library branch in accordance with the Washington County Library Volunteer Handbook. Volunteers at the Lake Elmo library branch will be allowed to engage in activities similar to those occurring at other Washington County libraries, however, volunteers will not be used to displace work being done by employees and will not have access to private library patron data.

- H. The County agrees that its library staff will engage with the Friends of the Lake Elmo Library by periodically attending their meetings and coordinating on activities where appropriate.
- I. The County agrees that the Lake Elmo Public Library will not be required to pay for County library cards effective July 1, 2017.
- J. The County will seek access to Metropolitan Library Service Agency (MELSA) resources for City residents no later than August 1, 2017.

Article 2 – Library Funds

- A. Effective on January 1, 2018, the City will no longer levy for library services pursuant to Minnesota Statutes Section 134.07. City residents will instead be assessed the County library levy.
- B. During the period of January 1, 2018 to December 31, 2021, the City agrees that it shall not impose a library tax pursuant to Minnesota Statutes Section 134.07. The County may enforce this provision through injunctive relief.
- C. The City will convey \$150,000 of its library funds to the County on January 1, 2018. The County must use the funds conveyed by the City exclusively for the Lake Elmo branch library. Any City library funds in excess of \$150,000 will be retained by the City and used in accordance with Minnesota Statutes Section 134.20, subdivision 3, to increase or improve public library services within the City.

Article 3 – Library Building, Property, and Personal Property

- A. On January 1, 2018, the City shall convey in fee simple absolute by quit claim deed the property in which the Lake Elmo Public Library is located, known as 3537 Lake Elmo Avenue, Lake Elmo, Minnesota and the property in which the parking lot for the Lake Elmo Public Library is located to the County at no cost to the County by quit claim deed (the “Library Property”). The Library Property is legally described on the attached Exhibit A.
 - 1. The City’s conveyance shall include the library building and all fixtures and personal property that are located on the Library Property, including, but not limited to, furniture, books and other library materials.
 - 2. The County shall be responsible for the cost of any title searches or title insurance for the Library Property; the payment of the state deed tax and the cost of the recording fees for the quit claim deed and the recording of this Agreement. The County shall be responsible for recording the quit claim deed and this Agreement.
 - 3. The County agrees to accept the Library Property “AS IS.” The conveyance of the Library Property is being made without representation of any warranties, express, or implied, either oral or written, made by the City or any official, employee, or agent of

the City with respect to the physical condition of the Library Property, including, but not limited to, the existence or absence of petroleum, hazardous substances, pollutants or contaminants in, on, or under, or affecting the Library Property.

- B. The City hereby agrees to waive any building permit fees, plumbing and electrical inspection fees, and any other fees or charges normally imposed by the City with respect to any improvements made by the County to the Library Property throughout the term of this Agreement.
- C. The City hereby agrees to pave the Library Property's parking lot at its cost. The City hereby agrees to provide at no cost to the County, snowplowing of the Library Property's parking lot during the term of this Agreement. The County will be responsible for any other maintenance required with respect to the Library Property, including, but not limited to, the building and the parking lot. The County shall allow the City to use the parking lot for public parking purposes during the term of this Agreement. The parties shall enter into a separate agreement regarding the City's snowplowing obligations and the City's use of the parking lot.
- D. Throughout the term of this Agreement, the County shall allow the City to use the community room space in the library building on the Library Property for use by community groups free of charge so long as it does not interfere with the County's library programs and is consistent with the Washington County Library Board policies on the use of meeting rooms. The County and the City shall enter into a separate agreement governing the City's use of the community room space.
- E. The City agrees that it will consider the Library Property as part of its municipal facilities space needs study.

Article 4 – Termination of the Operation of the Public Library

- A. Throughout the term of this Agreement, the Library Property must be used by the County for the operation of a public library. "Operation of a public library" shall include the use of the Library Property by the County for County library administrative offices, storage of County library supplies and vehicles, and any other use by the County that relates to the providing of library services to the public.
- B. In the event the County desires to use all or a portion of the Library Property for County governmental purposes other than operating a public library as described above, it is understood and agreed that the County shall be required to apply for and receive the express approval of the Lake Elmo City Council for such alternate proposed County governmental use. In the event the City Council refuses to grant approval to the County for the use of the Library Property for purposes other than operating a public library, then the County shall reconvey the Library Property including the library building and the parking lot to the City at no cost to the City by quit claim deed. The contents of the Lake Elmo library (identified as those items in existence on January 1, 2018 that have not already been disposed of by the County in

accordance with its policies and procedures for weeding out the library collection or the disposal of excess property) shall be returned to the City at no cost. The City agrees to reimburse the County the amount equal to the capital improvements made by the County to the library building from January 1, 2018 to the date of reconveyance. The City is not obligated to reimburse the County for any capital improvements made to the library building that were funded from the funds conveyed to the County by the City in Article 2, paragraph (C) of this Agreement. In the event that a Lake Elmo library branch is opened in a new location, the City shall recover the 2017 tax value of the Library Property or the sale price, whichever is less, in the event of a sale of the Library Property by the County to a third party.

Article 5 – City Withdrawal from County Library System

- A. In the event that the City determines that it wishes to withdraw from the County library system, the County agrees to reconvey the Library Property including the building and parking lot to the City by quit claim deed. The reconveyance shall not include fixtures and personal property that are located on the Library Property, including, but not limited to, furniture, books, and other library materials. In addition, if the withdrawal occurs prior to January 1, 2028, the City agrees to pay the County an amount equal to the capital improvements made by the County to the building on the Library Property from January 1, 2018 to the date of the reconveyance. The City is not obligated to reimburse the County for any capital improvements made to the library building that were funded from the funds conveyed to the County by the City in Article 2, paragraph (C) of this Agreement.

Article 6 – General Provisions

- A. This Agreement shall terminate upon the County's reconveyance of the Library Property to the City or sale of the Library Property to a third party pursuant to either Article 4 or Article 5 of this Agreement.
- B. The County shall not assign its rights under this Agreement without the written consent of the City.
- C. This Agreement constitutes the entire agreement between the City and the County and with the exception of the additional agreements to be entered into between the County and the City in regards to the use of the Library meeting rooms and the use and maintenance of the Library parking lot, there are no other agreements, either oral or written, between the parties. No subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the City or the County unless reduced to writing and executed in the same form and manner in which this Agreement is executed.
- D. Data exchanged between the parties under this Agreement shall be administered in accordance with Minnesota Statutes Chapter 13 and all data on individuals shall be maintained in accordance with statutory guidelines.

- E. The provisions of this Agreement are expressly severable, and the unenforceability of any provision or provisions hereof shall not affect or impair the enforceability of any other provision or provisions.
- F. This Agreement shall be interpreted in accordance with the laws of the State of Minnesota.
- G. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.
- H. The covenants and agreements contained in this Agreement shall bind the parties' successors and assigns and shall run with the Library Property. This Agreement shall be recorded against the Library Property in the property records of Washington County.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on or as of the date first above written.

CITY OF LAKE ELMO

By: 
Mike Pearson


Its: Mayor

By: 
Julie Johnson

Its: City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 16th day of May, 2017 by Mike Pearson and Julie Johnson, the Mayor and the City Clerk, respectively, of the City of Lake Elmo, a Minnesota municipal corporation, on behalf of the City.


Notary Public



WASHINGTON COUNTY

By: _____

Its: _____

By: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____ and _____, the _____ and _____, respectively of the County of Washington, a Minnesota political subdivision, on behalf of the County.

Notary Public

This instrument was drafted by:
Kennedy & Graven, Chartered (SJS)
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, Minnesota 55402
(612) 337-9300

EXHIBIT A

Legal Description of the Library Property

Lots 10, 11, 12 and 13, Block 3, Cloverdale, according to the plat thereof, on file and of record in the office of the County Recorder, Washington County, Minnesota

AND

All that part of Lot 31 of County Auditor's Plat No. 8 on file and of record in the office of the County Recorder, Washington County, Minnesota.