

**SECOND AMENDMENT TO AGREEMENT
REGARDING LESTER PARK STORMWATER AND ACCESSIBILITY IMPROVEMENTS**

This Second Amendment ("Amendment"), dated effective as of the last signature affixed hereto (the "Effective Date"), is entered into by and between Ogden City, a Utah municipal corporation ("City"), Weber County, a political subdivision of the State of Utah ("County"), and the Weber County Library Board ("Library Board").

RECITALS

WHEREAS, the parties entered into an Agreement dated February 28, 1966, regarding the construction, operation, and maintenance of the Weber County Main Library located within Lester Park, as amended by subsequent agreements (collectively, the "1966 Agreement"); and

WHEREAS, Ogden City is implementing Green Infrastructure and Low Impact Development improvements within Lester Park through construction of bioretention facilities intended to improve stormwater quality, reduce runoff, and promote stormwater infiltration; and

WHEREAS, Ogden City is also constructing accessibility improvements within Lester Park, including an inclusive playground and associated ADA-accessible access improvements; and

WHEREAS, a portion of the proposed improvements requires modifications within the Library parking lot and clarification of future ownership, operation, and maintenance responsibilities associated with those improvements;

WHEREAS, during investigation of an existing storm drain facility in May 2026, damage occurred in the vicinity of the northwest storm structure within the Library parking lot including damage to the surface of the parking lot, loss of structural fill beneath the parking lot, and the formation of a sinkhole; and

WHEREAS, Ogden City has acknowledged responsibility for such damage and intends to restore the affected areas as part of the Lester Park construction project;

NOW, THEREFORE, the parties agree as follows:

1. REPAIR OF EXISTING DAMAGE

Ogden City shall repair and restore the damage caused during the May 2026 storm drain investigation activities, including restoration of the parking lot surface and associated facilities to the original condition and design standard, meeting or exceeding the original specifications.

2. STORMWATER IMPROVEMENTS

Ogden City shall construct a bioretention pond and associated stormwater infrastructure adjacent to the northwest corner of the Weber County Main Library parking lot.

The project shall include removal and replacement of the existing stormwater catch basin located at the northwest corner of the parking lot and installation of stormwater conveyance facilities designed to direct runoff collected from the Library parking lot into the bioretention pond.

The bioretention pond shall be designed to collect, treat, infiltrate, detain, and convey stormwater runoff generated from the Library parking lot and adjacent Lester Park improvements.

The existing stormwater treatment structure, outlet pipe, and associated stormwater infrastructure installed to the west of the catch basin as part of the Library parking lot expansion project shall remain in service and shall function as a secondary overflow conveyance system. Stormwater flows that exceed the infiltration capacity of the bioretention pond shall first be conveyed through an emergency overflow weir system that will be located on the northwest corner of the bioretention pond and discharged to Jefferson Avenue. If inflows exceed the combined capacity of the bioretention pond and the emergency overflow system, water levels within the catch basin may rise to the elevation of the existing west outlet pipe, allowing excess stormwater to be conveyed through the existing treatment structure and outlet pipe before ultimately discharging to Jefferson Avenue.

No additional drainage area or stormwater connection shall be connected to or routed through the existing stormwater treatment structure, outlet pipe, or other stormwater facilities owned or maintained by the County or Library Board without the prior written approval of the Library Board.

2. PARKING LOT ACCESSIBILITY IMPROVEMENTS

Ogden City shall modify a portion of the northeast area of the Library parking lot to improve accessibility to Lester Park and the planned inclusive playground.

These improvements shall include:

- a) Construction of two (2) ADA-accessible parking stalls;
- b) Construction of an ADA-compliant pedestrian access ramp and pathway connection between the parking lot and Lester Park;
- c) Associated grading, paving, striping, signage, curb, gutter, landscaping, and related improvements necessary to complete the accessibility improvements.

3. CITY RESPONSIBILITIES

Ogden City shall own, operate, inspect, maintain, repair, replace, and reconstruct the following facilities installed as part of the Lester Park stormwater improvement project:

- a) The bioretention pond;
- b) All stormwater piping, structures, overflow facilities, appurtenances, and conveyance systems installed between the replacement catch basin and the bioretention pond;
- c) All stormwater infrastructure associated with the bioretention pond and emergency overflow system; and
- d) Any future stormwater infrastructure installed and connected to the bioretention pond system by Ogden City.

Ogden City shall be responsible for all routine and long-term maintenance associated with the facilities identified in this section.

Ogden City shall operate and maintain the bioretention pond and the emergency overflow system in a manner that preserves their design capacity and the overflow elevations shown on the approved construction plans for Lester Park. The emergency overflow weir is designed

at an elevation of 74.5 feet, and the existing Library outlet pipe is at 74.6 feet. Ogden City shall not raise the elevation of the emergency overflow weir, reduce the design capacity of the bioretention pond or the emergency overflow system, or otherwise modify those facilities in a manner that increases the frequency or elevation of stormwater within the Library's catch basin.

Ogden City shall be responsible for stormwater generated from City-owned facilities that are connected to the bioretention pond system and for the operation and maintenance of facilities identified in this Section.

4. COUNTY AND LIBRARY RESPONSIBILITIES

Weber County and the Weber County Library Board shall operate and maintain the Library parking lot and associated site improvements, including but not limited to:

- a) Asphalt pavement and parking surfaces;
- b) Pavement markings and parking stall striping;
- c) Parking lot signage;
- d) Sidewalks, curb and gutter improvements not specifically maintained by Ogden City under Section 3;
- e) The existing stormwater treatment structure, outlet pipe, and associated stormwater infrastructure installed as part of the Library parking lot expansion project; and
- f) The replacement catch basin located at the northwest corner of the Library parking lot (upon written acceptance as stated below);
- g) General operation and maintenance of the Library parking facilities.

The County and Library Board shall remain responsible for stormwater runoff generated from the Library parking lot and Library facilities that enters the stormwater system.

Upon completion of construction and written acceptance by the County and Library Board (which acceptance shall not be unreasonably withheld, conditioned, or delayed), the newly constructed catch basin and the ADA parking stalls and associated access improvements shall become part of the Library stormwater facilities and parking lot and shall be maintained by Weber County and the Weber County Library Board in the same manner as the remainder of the stormwater system and parking lot.

5. ACCESS TO AND USE OF LIBRARY PARKING LOT

The County and Library Board grant Ogden City reasonable access, at no cost to the City and which shall not be unreasonably withheld, to inspect, maintain, repair, replace, and operate the stormwater facilities identified in Section 3.

Except in emergency situations, Ogden City shall provide at least forty-eight (48) hours' prior written notice before performing maintenance activities within the Library parking lot.

Ogden City shall not use, occupy, stage, or store equipment, materials, or vehicles within the Library parking lot, and shall not permit its contractors, agents, or employees to use or park within the Library parking lot for construction, maintenance, or event staging, without the prior written permission of the Library, which permission shall not be unreasonably withheld and may be given by email or other writing. Any such use shall be scheduled and conducted so as to minimize disruption to Library operations and patron parking. In emergency

situations, Ogden City shall notify the Library as soon as reasonably practicable and in no event later than the next business day. Nothing in this Section limits the availability of the Library parking lot for use by members of the public using Lester Park.

6. RESTORATION OF DISTURBED AREAS

Ogden City shall restore any pavement, landscaping, sidewalks, curbs, gutters, parking lot improvements, or other facilities disturbed during construction or maintenance activities to the same or better condition, design standard, and functionality that existed prior to the work and in accordance with applicable engineering and construction standards. Such restoration shall be completed within a reasonable time after the completion of the construction or maintenance activities.

7. NO CHANGE TO REMAINING AGREEMENTS

Except as specifically modified by this Second Amendment with respect to:

- construction of the stormwater improvements described herein;
- construction of the ADA accessibility improvements described herein;
- ownership, operation, maintenance, repair, restoration, access, and indemnification associated with those improvements;

all provisions of the 1966 Agreement and subsequent amendments shall remain in full force and effect and are not otherwise superseded, amended, or modified by this Second Amendment.

8. INDEMNIFICATION

To the extent permitted by law, and subject to the limitations, defenses, and protections of the Utah Governmental Immunity Act, Utah Code Ann. § 63G-7-101 et seq., each party shall be responsible for its own acts and the acts of its officers, employees, and agents in the performance of this Amendment. Each party agrees to defend, indemnify, and hold harmless the other parties, and their respective officers, employees, and agents, from and against any and all claims, demands, losses, liabilities, damages, costs, and expenses to the extent arising out of or resulting from the negligent or wrongful acts or omissions of the indemnifying party, its officers, employees, or agents, in connection with the construction, operation, maintenance, repair, or replacement of the improvements contemplated by this Amendment.

Ogden City shall be responsible for claims, damages, or liabilities arising from the negligent design, construction, operation, or maintenance of facilities identified in Section 3.

The County and Library Board shall be responsible for claims, damages, or liabilities arising from the negligent operation or maintenance of facilities identified in Section 4.

Nothing in this Amendment shall be construed as a waiver by any party of any rights, limitations, immunities, defenses, or protections afforded under the Utah Governmental Immunity Act or other applicable law, nor shall it be construed to create any liability in favor of any third party.

9. DISPUTE RESOLUTION

In the event of any dispute arising out of or relating to this Amendment, the parties shall first attempt to resolve the dispute through good-faith negotiation between authorized representatives of the parties. If the dispute is not resolved within thirty (30) days after written notice of the dispute is given, the parties may pursue any remedy available at law or in equity. Any action or proceeding arising out of or relating to this Amendment shall be brought exclusively in the District Court for the Second Judicial District in and for Weber County, State of Utah. Each party shall bear its own costs and attorney fees incurred in connection with any such dispute, except as otherwise provided by law.

10. GOVERNING LAW

This Amendment shall be governed by, and construed and enforced in accordance with, the laws of the State of Utah, without regard to its conflict of laws principles.

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the dates indicated below.

**OGDEN CITY CORPORATION, a
Utah municipal corporation**

Date

By: _____
Benjamin K. Nadolski, Mayor

Attest:

Ogden City Recorder

**WEBER COUNTY, a political subdivision
of the State of Utah**

Date

By: _____
Name: _____
Title: _____

Attest:

Weber County Clerk

WEBER COUNTY LIBRARY BOARD

August 4/2026
Date

By: 
Name: Sandra L. Crostland
Title: Vice Chairman, Weber County Library Board

Attest:


Secretary

