

APPENDIX A & B

Resolution and Agreement between
Ogden City and Weber County Library Board of Directors

and

2017 Amendment

RESOLUTION NO. 457-66

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AGREEMENT AMONG WEBER COUNTY, CARNEGIE FREE LIBRARY BOARD OF DIRECTORS AND THE WEBER COUNTY LIBRARY BOARD CONCERNING USE OF A PORTION OF LESTER PARK LAND FOR CONSTRUCTION OF A PUBLIC LIBRARY, AUTHORIZING TRANSFER OF ASSETS BY THE CARNEGIE FREE LIBRARY BOARD OF DIRECTORS TO WEBER COUNTY AND WEBER COUNTY LIBRARY BOARD OF DIRECTORS AND DISSOLVING THE CARNEGIE FREE LIBRARY BOARD OF DIRECTORS AS OF SEPTEMBER 1, 1966.

WHEREAS, a Weber County Library Board has been appointed to conduct and operate a public library or libraries to serve all of Weber County, including the residents of Ogden City; and

WHEREAS, it is in the best interests of Ogden City and its residents that a library building be constructed by Weber County and the Weber County Library Board in the southwest portion of Lester Park; and

WHEREAS, under the laws of the State of Utah, the Ogden City Library Board, which is known as the Carnegie Free Library Board of Directors will terminate upon its transfer of assets to the Weber County Library Board and the Weber County Library Board assuming the same and undertaking to operate a public library or libraries for the use and benefit of residents of Ogden City among others,

NOW, THEREFORE, BE IT RESOLVED by the Council of Ogden City:

1. Ogden City accepts and agrees to the agreement among Ogden City, Weber County, Carnegie Free Library Board of Directors and the Weber County Library Board all as set forth in the copy of said agreement which is attached hereto and made a part hereof by reference.
2. Said Council hereby finds and determines that the construction of a public library as authorized in the attached agreement at the southwest corner of Lester Park, as more particularly described in that agreement, is for the best interest of Ogden City and its residents, including the users of that facility.
3. The Carnegie Free Library Board of Directors is hereby authorized and requested to execute the attached agreement and to comply with the same in all respects, including the transfer of all trust and other funds and all library property to the Weber County Library Board.
4. Upon the execution of this agreement by the parties thereto, the Carnegie Free Library Board of Directors is authorized to transfer all trust and other funds it has on hand as of September 1, 1966 and to transfer all books

and other assets effective September 1, 1966 to the Weber County Library Board and upon said transfer a receipt from said Weber County Library Board shall be filed with the Ogden City Recorder and upon said filing the Carnegie Free Library Board of Directors shall be deemed to be and shall be terminated and dissolved as of September 1, 1966, all pursuant to 37-2-10, Utah Code Annotated, 1953, as amended, and such other applicable statutes and ordinances.

5. The City Manager is authorized and directed to execute the attached agreement and the City Recorder is authorized and directed to attest the same and to deliver two copies of this resolution duly certified to the Carnegie Free Library Board of Directors all for and on behalf of Ogden City.

DATED this 24th day of February, 1966.


MAYOR

ATTEST:


CITY RECORDER

068N
673

A G R E E M E N T

THIS AGREEMENT entered into this ~~7th~~ ^{28th} day of February, 1966, by and among OGDEN CITY, a Municipal Corporation, WEBER COUNTY, a Public corporation of the State of Utah, THE CARNEGIE FREE LIBRARY BOARD OF DIRECTORS and THE WEBER COUNTY LIBRARY BOARD.

IT IS AGREED between the parties hereto as follows:

1. Ogden City hereby leases to Weber County, State of Utah, the following described land which is a portion of Lester Park in Weber County, Utah, for the construction, operation, replacement and maintenance of a public library to serve all the inhabitants of Weber County.

A part of Block 28, Plat A, Ogden City Survey, Ogden City, Weber County, Utah: Beginning at the Southwest corner of said Block 28; and running thence North 0° 58' East 468.00 feet; thence South 89° 02' East 200.00 feet; thence South 0° 58' West 468.00 feet; thence North 89° 02' West 200.00 feet to the point of beginning. Containing 2.149 acres.

2. The terms and conditions of this lease are as follows:

(a) Term--is from the date hereof and for eighteen (18) months, and in the event the construction of a public library is commenced thereon during said eighteen (18) months, for such additional term for so long as a public library shall be operated and maintained for the use and benefit of Ogden City residents, among others, by Weber County and its Library Board, or their successors. In the event the property ceases to be used for public library purposes for a period of eighteen (18) successive months, all right, title and interest to the property together with any improvements thereon shall revert to Ogden City, and the rights of Weber County and its Library Board, and their successors therein shall terminate. In the event the construction of a library has not been commenced within eighteen (18) months from the date of this agreement, this agreement shall terminate and all the parties hereto shall be restored to the title and right of the land and property here involved as vested prior to the execution of this agreement.

(b) The land described in Paragraph 1 is recognized to be part of Lester Park and dedicated for public park purposes. Weber County agrees that it shall not use or allow the use of the property in violation of said dedication for park purposes.

(c) In addition to the library building, to be built, a reasonable amount of off-street parking shall also be constructed by Weber County on the land leased.

(d) Said library, together with its parking shall reasonably blend with the balance of the park so that not only will an attractive condition result, but there shall be no physical barriers between the library property and the park so that it will appear and can be used as an integrated unit with the library thereby resulting in an increased use of that park, as and for park purposes, including the availability of the parking development for use of persons using the balance of the park.

(e) Weber County and its successors in interest, shall have the exclusive right of control and the expense of operation and maintenance of the property described in Paragraph 1, so long as it has any interest therein under this agreement.

(f) The final plot plan showing the location of the library building, parking lot and other facilities shall be subject to approval by the Ogden City Council after development by the County and its Library Board and architect, and the building shall be set back a reasonable distance from Jefferson Avenue and 25th Street.

3. It is understood and agreed among the parties that the land located at the Southeast corner of the intersection of 26th Street and Washington Boulevard, which land heretofore has been and now is being used for a public library, which land is a part of Block 18, Plat "A" Ogden City Survey, will no longer be used for library purposes in the event a public library is constructed on the land described in Paragraph 1, above.

The title to and right of control of this present library site and improvements will remain as they are now.

4. It is agreed by all of the parties hereto, that the needs of the people of Weber County (including the residents of Ogden City) will best be served by constructing a new library on the property described in the preceding paragraph as a library site, and that on the completion of the construction of the said new library, the use of property described in the preceding paragraph for library purposes shall be deemed abandoned and free

of any library use claim and this agreement committing the property described in Paragraph 1 to library use, subject only to its prior dedication as a public park, shall be full compliance by Ogden City of its basic and annual obligations under all prior agreements as to supplying land and assisting to maintain a public library.

5. In the event legal or other action is taken by any person to invalidate or overturn this agreement or any provision hereof, all of the parties hereto agree to defend and seek to have this agreement declared valid, and in the event for any reason any substantial provision is held to be invalid the entire agreement shall be deemed terminated as all of the conditions hereof shall be considered to be dependent upon each other. Weber County and the Weber County Library Board agree to save the members of the Carnegie Free Library Board of Directors harmless from any claim or liability growing out of or connected with said members executing this agreement and transferring the library assets as herein provided for.

6. Weber County agrees to reimburse the City for the construction on Lester Park of new tennis courts, walkways and restrooms to replace those now located on or partly on the land described in Paragraph 1, hereof. The City shall have the plans and specifications prepared for said new facilities and invite bids thereon. The bids shall be submitted to the Weber County Commission, which absent some legal or other substantial irregularity, will authorize the work done by the lowest responsible bidder, and Weber County agrees to pay the City said construction costs upon completion of the work and tender of a statement therefor by the City.

7. Emerson Branch. Ogden City hereby leases to Weber County the following described land located at the southeast corner of Washington Boulevard and 6th Street, which is now used as the Emerson Branch Library which land is more particularly described as follows:

All of Lots 12 to 18, inclusive of Block 2,
Monterey Park Addition

(a) The term of this lease shall be from September 1, 1966, and shall continue so long as Weber County, its successors or an agency thereof operate and maintain a public library thereon, known as the Emerson Branch.

8. The Carnegie Free Library Board of Directors hereby agree to

transfer to The Weber County Library Board, pursuant to Section 37-2-10, Utah Code Annotated, 1953, as amended, and such other applicable statutes and ordinances in such cases made and provided, all assets of the Carnegie Free Library Board of Directors, including trust funds and The Weber County Library Board agrees to accept said assets, including trust funds, and to faithfully comply with the trusts and to use said assets together with such other money and property as may hereafter become available to it for the operation and maintenance of a public library or public libraries for the use and benefit of all of the residents of Weber County. Weber County, and The Weber County Library Board agree to assume all proper lawful obligations of the Carnegie Free Library Board of Directors and faithfully pay or comply with the same.

9. The transfer of assets, trust funds and liabilities herein provided for shall be made by the parties effective September 1, 1966, with the necessary documents, if any, prepared and executed at least sixty (60) days prior to that date.

10. Weber County and the Weber County Library Board agree to commence operation of said library or libraries September 1, 1966, at which time the Carnegie Free Library Board of Directors will be deemed terminated and dissolved and Ogden City will cease to operate public libraries.

IN WITNESS WHEREOF the parties have hereunto set their hands as of the day and year first above written.

OGDEN CITY, a Municipal Corporation

By [Signature]
City Manager

ATTEST:

[Signature: Mary E. Smith]
City Recorder

WEBER COUNTY, a Public Corporation of the State of Utah

By [Signature]
Chairman, Weber County Commission

ATTEST:

[Signature: Florence Hansen]
Weber County Clerk

CARNEGIE FREE LIBRARY BOARD OF DIRECTORS

By Sharon D. De
President

ATTEST:

Ruth Schreff
Secretary

WEBER COUNTY LIBRARY BOARD

By Edward Miller
President

ATTEST:

Barbara Le De Hoan
Secretary

STATE OF UTAH)
(ss.
County of Weber)

On the 26 day of February, 1966, personally appeared before me SAMUEL B. HOOD and MARY E. SMITH, who being by me first severally, duly sworn, on oath, did depose and say that the said SAMUEL B. HOOD is the City Manager and the said MARY E. SMITH is the City Recorder of Ogden City, the municipal corporation which executed the foregoing instrument and that said instrument was signed in behalf of said municipal corporation by authority of a resolution of its City Council, and said SAMUEL B. HOOD and MARY E. SMITH acknowledged to me that said municipal corporation executed the same.

Louise A. Hoffman
NOTARY PUBLIC
Residing at: Ogden, Utah

My Commission Expires:
March 10, 1967

STATE OF UTAH)
(ss.
County of Weber)

On the 25th day of February, 1966, personally appeared before me BUD FAVERO and WENDELL L. HANSEN, who being by me first severally, duly sworn, on oath, did depose and say that the said BUD FAVERO is the Chairman of the Weber County Commission and WENDELL L. HANSEN is the County Clerk of Weber County, a public corporation of the State of Utah which executed the foregoing instrument, and that said instrument was signed in behalf of Weber County by authority of a resolution of the Weber County Commissioners, and said BUD FAVERO and WENDELL L. HANSEN acknowledged to me that said Weber County executed the same.

John A. Ross
NOTARY PUBLIC
Residing at: Ogden, Utah

My Commission Expires:
Dec 16, 1967

STATE OF UTAH)
(SS.
County of Weber)

On the 18th day of ^{March} ~~February~~, 1966, personally appeared before me
Thomas D. Dee and Ruth Bischoff who
being by me severally, duly sworn, on oath, did depose and say that the said
Thomas D. Dee is the president of The Carnegie Free Library
Board of Directors and the said Ruth Bischoff is the secretary
of The Carnegie Free Library Board of Directors, which Board executed the
foregoing instrument, and that said instrument was signed in behalf of said
Board by authority of a resolution of its Board of Directors, and said
Thomas D. Dee and Ruth Bischoff
acknowledged to me that said Board executed the same.

W. Lawton
NOTARY PUBLIC
Residing at: Ogden, Utah

My Commission Expires:
October 25, 1969

STATE OF UTAH)
(
County of Weber)

On the 25th day of ^{May} ~~February~~, 1966, personally appeared before me
Elwyn S. Walker and Barbara Dethman who
being by me severally, duly sworn, on oath, did depose and say that the said
Elwyn S. Walker is the president and the said Barbara
Dethman is the secretary of The Weber County Library Board, which
Board executed the foregoing instrument, and that said instrument was signed
in behalf of said Board by authority of a resolution of its Board of Directors
and said Elwyn S. Walker and Barbara Dethman
acknowledged to me that said Board executed the same.

Robert A. Coagland
NOTARY PUBLIC
Residing at: *Ogden, Utah*

My Commission Expires:
June 16, 1967



W2867129

EH 2867129 PG 1 OF 10
LEANN H KILTS, WEBER COUNTY RECORDER
11-JUL-17 831 AM FEE \$1.00 DEP JKC
REC FOR: WEBER COUNTY LIBRARY BOARD
6-13-2017

ADDENDUM

This Addendum to the Agreement by and between Ogden City ("City"), a municipal corporation, Weber County ("County"), a political subdivision of the State of Utah, and the Weber County Library Board ("Board") (collectively referred to as the "Parties") dated this 13 day of June, 2017, amends and modifies that certain Agreement dated the 28th day of February 1966 ("1966 Agreement").

RECITALS

WHEREAS, the County is in the process of renovating the Main Library which was built pursuant to the Parties 1966 Agreement; and

WHEREAS, the County desires to expand the parking lot adjacent to the library; and

WHEREAS, the City agrees to provide additional land to the County for the parking lot expansion; and

NOW THEREFORE, it is agreed between the Parties as follows:

1. To amend paragraph 1 of the 1966 Agreement by replacing the legal description in that agreement with the following legal description:

A part of the southwest quarter of Section 28, Township 6 North, Range 1 West, Salt Lake Base and Meridian; also a part of Block 28, Plat A, Ogden City Survey, Ogden City, Weber County, Utah: Beginning at the Southwest corner of said Block 28; and running thence North 00°58'00" East 528.00 feet; thence South 89°02'00" East 200.00 feet; thence South 00°58'00" West 528.00 feet; thence North 89°02'00" West 200.00 feet to the point of beginning. Containing 2.424 acres.

2. The remaining terms and conditions of the 1966 Agreement shall remain the same.

IN WITNESS WHEREOF the Parties have hereunto set their hands as of the date and year first above written.

OGDEN CITY, a Municipal Corporation

By [Signature]
Mike Caldwell, Mayor

ATTEST:

[Signature]
City Recorder - Chief Deputy




BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

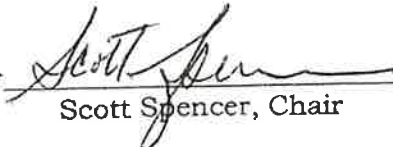
By 
James Ebert, Chair

Commissioner Harvey voted	<u>✓</u>
Commissioner Ebert voted	<u>✓</u>
Commissioner Gibson voted	<u>✓</u>

ATTEST:


Ricky Hatch, CPA
Weber County Clerk/Auditor

WEBER COUNTY LIBRARY BOARD

By 
Scott Spencer, Chair

APPENDIX C & D

North Ogden City Subdivision

Parcel No. 181500001

Owner: Weber County Library Board

Agreement A6-2016

Agreement between Weber County and North Ogden City

Regarding the North Branch Library

(Purchase of Skateboard Property)

PART OF THE NW. 1/4, OF SECTION 33, T.7N., R.1W., S.L.B. & M.
NORTH OGDEN CITY CENTER SUBDIVISION

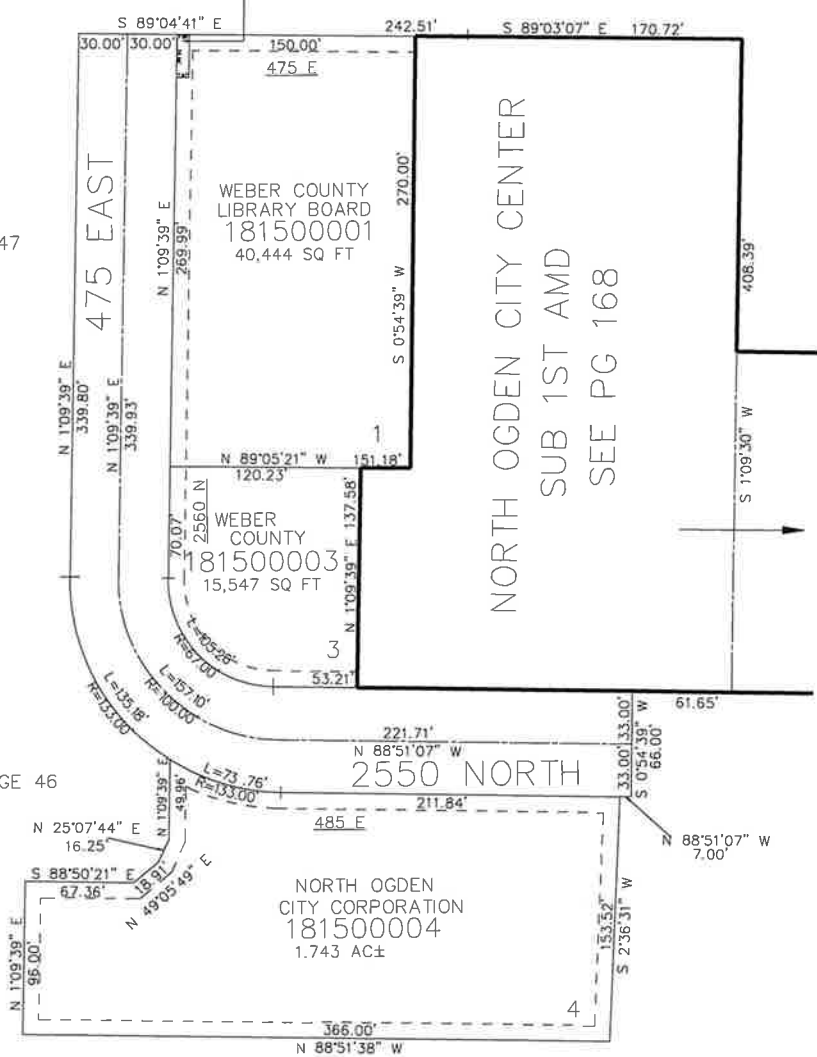
IN NORTH OGDEN CITY

SCALE 1" = 60'

TAXING UNIT: 10

NORTH OGDEN CITY 2600 NORTH
181500005 475 EAST
214 SQ FT

SEE PAGE 47



SEE PAGE 6

SEE PAGE 46

SEE PAGE 147

10' UTILITY & DRAINAGE EASEMENTS EACH SIDE OF PROPERTY LINES AS INDICATED BY DASHED LINES EXCEPT AS OTHERWISE SHOWN.

FOR COMPLETE ENG DATA SEE ORIGINAL DEDICATION PLAT IN BOOK 60, PAGE 39 OF RECORDS.

AGREEMENT A6-2016
AGREEMENT BETWEEN WEBER COUNTY AND NORTH OGDEN CITY REGARDING
THE NORTH BRANCH LIBRARY

This Agreement is made and entered into this 21st day of June, 2016, by and between the Weber County, a political subdivision of the State of Utah, hereinafter referred to as "County," the Weber County Library Board, a political subdivision of the State of Utah, hereinafter "Board," and North Ogden City, a political subdivision of the State of Utah, hereinafter referred to as "City."

RECITALS

WHEREAS, County obtained bonds back in 2013 for the purpose of completing capital improvements in the Weber County Library System, including expansion and modernizing services of the North Branch Library, hereinafter "Library;" and

WHEREAS, County has not been able to move the project forward as planned because of parking issues at the Library; and

WHEREAS, City owns property to the South of the Library where a skate park is currently located, hereinafter "Donated Property;" and

WHEREAS, pursuant to the terms outlined in this negotiated agreement, hereinafter "Agreement," City is willing to grant the Donated Property to County to help resolve the parking issues, and County is willing to assist in covering the cost of relocating the skate park;

NOW THEREFORE, based upon the mutual promises and other good and satisfactory consideration, the parties agree as follows:

SECTION ONE
PURPOSE OF AGREEMENT

- 1.1 The purpose of this Agreement is to outline the specific terms and conditions under which City will grant the Donated Property to County to resolve the parking issues at the Library. (Please see attached site plan).

SECTION TWO
TERMS

- 2.1** City shall grant the Donated Property to County in Fee Simple Absolute with no reversions or restrictions.
- 2.2** County will use the Donated Property to build an additional 30 parking stalls for the Library.
- 2.3** County shall contribute \$213,000 toward the cost of relocating the skate park from the Donated Property location to Parcel #18-006-001 which is currently the site of the community gardens.
- 2.4** The cost of relocating the skate park shall include the demolition of the existing skate park and any other costs that are necessary to remove the existing skate park components in order to prepare the Donated Property to begin construction of the new parking lot.
- 2.5** The skate park shall be removed from the Donated Property and the Donated Property shall be ready to commence construction of the new parking lot by September 1, 2016. If the Donated Property is not ready to commence construction of the new parking lot on said date, City shall be liable to County for any and all costs incurred as a result of the delay.
- 2.6** County agrees that the new parking lot on the Donated Property and the expansion of the parking lot to the North of the Library will resemble the parking lots depicted in the site plan attached to this Agreement including the dimensions and number of parking stalls.
- 2.7** City agrees that this proposed site plan is sufficient to meet City parking requirements. City agrees to waive or pay all of the City building inspection, City imposed impact fees, and building plan check fees for the Library construction project. Any required non-City assessed or non-City impact fees will still be paid by the Library.
- 2.8** City agrees to expand the North View Senior Center parking lot by approximately 70 stalls and to grant to County an easement for shared use of the Senior Center parking lot for library patron use prior to commencing construction on the project to widen 2600 North or by June 1, 2023, whichever comes first. County agrees to deed up to eleven feet across the entire library frontage along 2600 North to the City at no cost for the future road widening project once the City has accomplished the Senior Center Parking lot.
- 2.9** County anticipates a second capital improvements project that will involve the construction of a Northwest Library Branch in the near future. County agrees to include construction of approximately 30 angled parking stalls on the east side of 475 East adjacent to the North Branch Library during the second capital

improvements project, or to accomplish such construction sooner if an agreement is reached to that effect between Board and City.

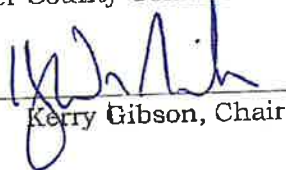
**SECTION THREE
MISCELLANEOUS**

- 3.1 Amendments.** This Agreement may be amended in whole or in part at any time by the parties by a written amendment approved and signed by all Parties in the manner provided by law.
- 3.2 Authorization.** The individuals signing this Agreement on behalf of the parties confirm that they are the duly authorized representatives of the parties and are lawfully enabled to sign this agreement on behalf of the parties.
- 3.3 Captions and Headings.** The captions and headings herein are for convenience of reference only and in no way define, limit or describe the scope or intent of any sections or provisions of this Agreement.
- 3.4 Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one of the same instrument.
- 3.5 Entire Agreement.** This Agreement contains the entire agreement between the parties, and no statement, promises or inducements made by either party or agents for either party that are not contained in this written Agreement shall be binding or valid and this Agreement may not be enlarged, modified or altered, except in writing, signed by the parties. The terms of this agreement supersede any prior agreement or understanding between City and County.
- 3.6 Governing Laws.** It is understood and agreed by the parties hereto, that this Agreement shall be governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the District, by approval of its governing board, caused this Agreement to be signed by its Chair; and, County by the Commissioner of the Department of Public Safety, as of the dates appearing below and their respective signatures.

Weber County Commission

By


Kerry Gibson, Chair

ATTEST:





ATTEST:

S. Annette Spence

North Ogden City

By Brent Taylor
Brent Taylor, Mayor

Weber County Library Board

By Scott Spencer
Scott Spencer, Chair

ATTEST:

K. Simpson