

**RESOLUTION 2000-7**

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN TOOELE COUNTY AND THE LAKE POINT IMPROVEMENT DISTRICT FOR IMPACT, PLAN REVIEW AND INSPECTION FEE COLLECTION**

**WHEREAS**, the Board of County Commissioners (Board) of Tooele County, Utah (County) does hereby determine that it is in the public interest and welfare of the residents of the County that the County enter into an Interlocal Agreement with the Lake Point Improvement District for impact, plan review and inspection fee collection; and

**WHEREAS**, an Interlocal Agreement (Agreement) has been prepared for approval and execution by and between the County and the Lake Point Improvement District; and

**WHEREAS**, under the Utah Interlocal Cooperation Act, Utah Code Annotated 11-13-1, et seq., 1953, as amended, any two or more public agencies, as defined therein, may enter into agreements with one another for joint or cooperative action and may also contract with each other to perform any governmental services, activities or undertaking which each public agency entering into the contract is authorized by law to perform, but that the agreement is to be authorized by resolution;

**NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE COUNTY COMMISSION**, as follows:

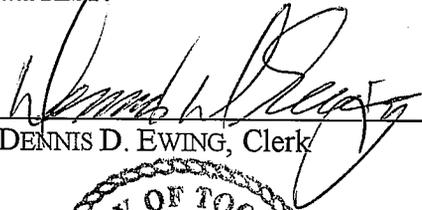
1. The Agreement, as attached hereto, entitled "Interlocal Agreement between Lake Point Improvement District and Tooele County for Impact, Plan Review and Inspection Fee Collection" is hereby accepted and approved by the Board. The Chair of the Board is authorized to execute and the County Clerk to attest and seal that Agreement for and in behalf of Tooele County.

Res. 2000-7

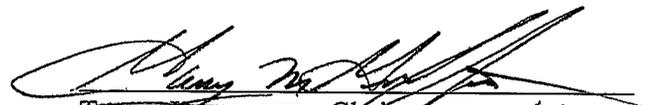
2. This Resolution shall take effect immediately upon its approval and adoption by the Board and its filing in the office of the Tooele County Clerk.

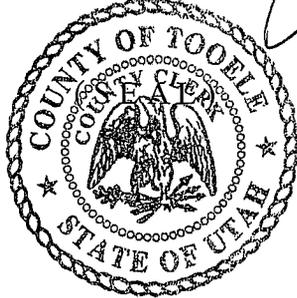
**DATED** this 21<sup>st</sup> day of March 2000.

ATTEST:

  
DENNIS D. EWING, Clerk

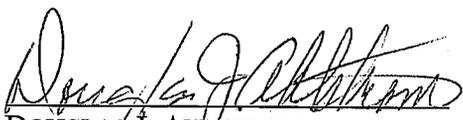
TOOELE COUNTY LEGISLATIVE BODY

  
TERRY HUNSAKER, Chairman *Acting*  
*County on Co. Griffith*



Commissioner Hunsaker voted absent  
Commissioner Griffith voted aye  
Commissioner Rockwell voted aye

APPROVED AS TO FORM:

  
DOUGLAS J. AHLSTROM  
Tooele County Attorney

**COPY**

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN LAKE POINT IMPROVEMENT DISTRICT  
AND TOOELE COUNTY FOR SEWER CONNECTION,  
PLAN REVIEW AND INSPECTION FEE COLLECTION**

**THIS INTERLOCAL AGREEMENT** dated this \_\_\_\_\_ day of March 2000, is by and between the Lake Point Improvement District, a special district created under Title 17A of the Utah Code (hereafter "District") and Tooele County, a body politic and corporate of the State of Utah, (hereafter "County").

**WITNESSETH**

**WHEREAS**, pursuant to Utah law the District has established sewer connection, plan review and inspection fees upon development activities within the boundaries of the District but does not have the resources to collect such fees; and

**WHEREAS**, the County is responsible for collecting building permit and inspection fees on development activities within the boundaries of the District; and

**WHEREAS**, the County has the ability through its collection of building permit and inspection fees to assist the District by also collecting at the same time the District's sewer connection, plan review and inspection fees.

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**SECTION I - CONNECTION FEE COLLECTION SERVICES:** The County shall collect on behalf of the District sewer connection, plan review and inspection fees enacted and

imposed by the District at the same time that the County collects its building permit fee for the same development activity.

**SECTION II - FEES:** The County shall receive the sum of ten dollars (\$10.00) from the District for each District sewer connection, plan review or inspection fee collected under this agreement, in order to reimburse the County for its costs to administer this agreement. The County shall deliver to the District all fees collected on behalf of the District within fifteen (15) days following each quarter that such fees are collected. The County shall submit with each payment to the District a detailed accounting of the fees collected during the quarter, together with a description of the development activity, its location, and a calculation of the County fee to collect the District's fees. The District shall pay the County its collection fee within thirty (30) days following receipt of the County billing.

**SECTION III - COLLECTION PROCEDURES:** A developer, owner or builder who is required to obtain a County building permit for a development activity within the District shall be required by the County to pay the District's sewer connection, plan review and inspection fees prior to being issued a County building permit. The County shall be responsible for stop order enforcement for failure to pay the District's fees. The County shall refer the developer to the District's Administrator concerning:

- a. any challenge to the District's fees;
- b. a requested refund of fees already paid to the District; or
- c. a requested credit or adjustment to the standard District's fees.

**SECTION IV - TERM AND TERMINATION:** This agreement shall take effect upon its execution by the parties. This agreement shall remain in full force and effect until terminated, unless terminated pursuant to the following provisions:

A material breach of this agreement by any party is grounds for termination immediately, if such breach is not remedied after fifteen (15) days' written notice is given to the defaulting party. This agreement may also be terminated without cause at any time by either party, provided, however, that such termination shall not be effective until sixty (60) days after the terminating party gives notice of its intention to terminate, and such notice is received by the other party. If this agreement is terminated during any time period that the County has already collected fees for the District, the County shall be reimbursed its collection fee and the County shall remit all connection fees to the District within fifteen (15) days of the termination date.

**SECTION V - NOTICE:** Notices under this agreement shall be sent to the parties at addresses set forth below or to such other address as the parties designate in writing:

County:                   Tooele County Commission  
                              47 South Main Street  
                              Tooele, Utah 84074

District:                 Lake Point Improvement District  
                              7301 Foothill Drive  
                              Lake Point, Utah 84074

**SECTION VI - SEVERABILITY:** If during the term of this agreement it is found that a specific clause is declared to be unlawful, the remainder of the contract not affected by such a ruling shall remain in full force.

**SECTION VII - SUPERCESSION OF AGREEMENT:** This agreement supercedes the agreement made between the parties on or about January 13, 1998, for collecting sewer connection fees.

LAKE POINT IMPROVEMENT  
DISTRICT

TOOELE COUNTY

\_\_\_\_\_  
Chair, Administrative Control Board

\_\_\_\_\_  
TERYL HUNSAKER, Chairman  
Tooele County Commission

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
DENNIS D. EWING, Clerk

( S E A L )

( S E A L )

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Attorney for Lake Point Improvement  
District

\_\_\_\_\_  
DOUGLAS J. AHLSTROM  
Tooele County Attorney