

INTERLOCAL AGREEMENT

This Interlocal Agreement (the "Agreement") is entered into this ____ day of _____, _____, by and between North Ogden City, a municipal corporation organized and existing under the laws of the State of Utah hereinafter referred to as "City," and Weber County, a political subdivision of the state of Utah hereinafter referred to as "County."

RECITALS

WHEREAS the Utah Code Section 11-13-101et. Seq., the Interlocal Cooperation Act, permits local governments to make the most efficient use of their powers by enabling them to cooperate with other governmental units; and,

WHEREAS The property at approximately 1850 North Washington Boulevard is in unincorporated Weber County; and,

WHEREAS the property owners have filed a petition to annex to City; and,

WHEREAS the property is within an unincorporated island within the City and is in the City annexation boundary declaration; and,

WHEREAS: The property owner is desirous to commence with remodeling and opening a business at once on the subject property (Project); and,

WHEREAS City desires to exercise development approval over the Project; and,

WHEREAS City and County have entered into similar Interlocal agreements; and,

WHEREAS County is willing to allow City to exercise development approval over the Project; and,

WHEREAS the purpose of this Interlocal agreement is for County to delegate to the City authority to exercise land use, building permit authority over the Project for the immediate use of a commercial enterprise which is located in an unincorporated portion of the County and which is subject to the pending petition for annexation into the City; and

WHEREAS: The boundary of the Property is more particularly described in Exhibit A:

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual covenants set forth herein, and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Authorization to approve the Project. Pending annexation, the County authorizes the City to approve the design and inspect the construction of the Project enterprise to be located on the Property. The City will conduct the approval and inspection process in adherence to all applicable federal, state, county and local laws, ordinances, rules and regulations.

2. Authorization to grant site plan approval. Pending annexation, the County authorizes the City to complete the site plan review of the Project. The City will conduct the site plan review in adherence to all applicable state laws and local ordinances.

3. Authorization to issue building permit. Pending annexation and following site plan approval, the County authorizes the City to review all plans, issue all building permits and

conduct all inspections in regard to the Project. The City will exercise these functions in adherence to all applicable state laws and local ordinances.

4. Authorization to collect fees. Pending annexation, the County authorizes the City to apply its own fee schedule and to collect and retain all development fees associated with the Project, the site plan approval and the building permit process.

5. Notices. All notices, requests, and other communication pursuant to this Agreement shall be made in writing and sent by facsimile transmission, certified mail, return receipt requested, or by hand delivery, as follows:

For North Ogden City:
North Ogden City
Attn.: City Recorder
505E 2600 N,
North Ogden Utah, Utah 84414

For Weber County:
Weber County
Attn: Weber County Planning Division
2380 Washington Blvd., Suite 240
Ogden, Utah 84401

6. Severability. This Agreement is executed by the parties under current interpretation of any and all applicable federal, state, county, municipal, or other local statutes, ordinances, or laws. Furthermore, each and every separate division, i.e., each section, paragraph, clause, phrase, item, term, condition, covenant or agreement contained herein, shall have independent and severable status from each other division, or combination thereof, for the determination of legality, so that if any separate division herein is determined to be unconstitutional, illegal, violates trade or commerce, is in contravention of public policy, is void, invalid or unenforceable for any reason, that separate division shall be treated as a nullity but such holding or determination shall have no effect upon the validity or enforceability of each and every other division, or other combination thereof.

7. Entire Agreement; Counterparts. This Agreement shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. Any amendment to this Agreement must be in writing and executed by the authorized representatives of each party. This Agreement may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of this Agreement may be detached from any counterpart and reattached to any other counterpart hereof. The facsimile transmission of a signed original of this Agreement or any counterpart hereof and the retransmission of any signed facsimile transmission hereof shall be the same as delivery of an original.

8. Non-Waiver. The waiver by the County of the breach by the City of any condition, covenant or agreement herein contained shall not impair any future ability of the County to avail itself of any remedy or right set forth in this Agreement.

9. Conflict Resolution. In the event of a dispute between the parties they shall meet

as soon as practical to discuss and attempt to resolve such dispute.

10. Cooperative Undertaking. This agreement does not establish an Interlocal entity to conduct the cooperative undertaking described in this agreement. Any real or personal property acquired or held in the performance of this cooperative undertaking shall remain the property of the agency who lawfully acquires said property.

11. Administration. The County designates the County Planning Director, 2380 Washington Blvd., Suite 240, Ogden, Utah 84401, to assist in the management of this agreement. The City designates the City Manager, 505 E. 2600 N, North Ogden, UT 84414, as representative to assist in the management of this agreement. It is understood and agreed by the parties that the representative shall have no control over the means, methods, techniques or procedures employed in the services of this agreement.

12. Laws of the State of Utah. It is understood and agreed by the parties hereto that this agreement shall be governed by the laws of the state of Utah, both as to interpretation and performance.

13. Termination. This agreement shall terminate upon the completion of the annexation by the City, upon the completion of construction of the Project or after two years from the date of the execution of the agreement, whichever shall occur first.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate as of the day and year first herein written.

(signatures appear on separate page)

NORTH OGDEN CITY

By: Brent R. Taylor, Mayor

ATTEST:

S. Annette Spendlove, MMC
City Recorder

LEGAL APPROVAL:

Jonathan Call, City Attorney

IN WITNESS WHEREOF, the Parties hereto have signed the foregoing Agreement by authority of their respective authorizing person or bodies.

DATED this _____ day of _____, 2014.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
Kerry W. Gibson, Chair

Commissioner Bell voted _____

Commissioner Gibson voted _____

Commissioner Zogmaister voted _____

ATTEST:

Ricky D. Hatch, CPA
Weber County Clerk/Auditor

EXHIBIT A
PROPERTY DESCRIPTION

HANCOCK ANNEXATION BOUNDARY DESCRIPTIONS

A PART OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 6 NORTH,
RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE CENTERLINE OF WASHINGTON BOULEVARD
LOCATED 1106.01 FEET NORTH 00°50'15" EAST ALONG SAID CENTERLINE
FROM THE OGDEN CITY MONUMENT MARKING THE CENTERLINE INTERSECTION
OF WASHINGTON BOULEVARD AND 1700 NORTH STREET; RUNNING THENCE
SOUTH 00°50'15" WEST 341.68 FEET ALONG SAID CENTERLINE TO THE
PROJECTION OF AN EXISTING FENCE LINE FROM THE WEST; THENCE SOUTH
87°37'48" WEST 193.97 FEET ALONG SAID FENCE PROJECTION AND THEN
FENCE LINE; THENCE NORTH 00°00'00" EAST 350.67 FEET TO AN ANGLE
POINT IN THE SOUTH BOUNDARY LINE OF LOT 1, ROYLANCE FARMS
COMMERCIAL SUBDIVISION; THENCE SOUTH 89°42'34" EAST 132.80 FEET
ALONG SAID SOUTH BOUNDARY LINE TO THE SOUTHEAST CORNER OF SAID
LOT 1; THENCE CONTINUING SOUTH 89°42'34" EAST 66.00 FEET TO THE
POINT OF BEGINNING. CONTAINING 1.560 ACRES.

EXHIBIT A CONTINUED

Will insert annexation plat