

RESOLUTION 08-13

A RESOLUTION ESTABLISHING METHOD, RULES, AND PROCEDURES FOR THE 2008 TAX SALE AND ALLOCATING ADMINISTRATIVE COSTS TO DELINQUENT PROPERTIES.

WHEREAS, the Daggett County Commission is charged under Utah Law with determination of the method of sale of delinquent properties for delinquent taxes; and

WHEREAS, the attached "METHOD OF SALE" AND "DAGGETT COUNTY TAX SALE RULES" appear to facilitate the objectives of protecting the financial interest of the delinquent owner while meeting the county's need to collect delinquent taxes due; and

WHEREAS, the tax sale creates costs of administration including advertising, recording, noticing, offering, mailing, etc.

NOW THEREFORE, BE IT RESOLVED THAT THE ATTACHED PUBLIC NOTICE, METHOD OF SALE, AND DAGGETT COUNTY TAX SALE RULES, are hereby adopted to govern the Daggett County 2008 Tax Sale, and be it further resolved that a fee in the amount of 5% of the total amount of taxes, penalty and interest be assessed for "administrative costs" with a minimum of \$150.00 per parcel, and be it further resolved said fee be added to the taxes, penalties and interest outstanding on each delinquent property to cover a proportional share of the costs of such administration.

Adopted this 6th day of May, 2008.

Attest

Wicky Mikee
County Clerk



DAGGETT COUNTY COMMISSION

Stewart Leith
Stewart Leith, Chairman

Floyd Briggs
Floyd Briggs

Hank Gutz
Hank Gutz

Ent 023822 Bk 68 Pg 48
Date: 06-MAY-2008 3:53PM
Fee: None
Filed By: KP
KERI PALLESEN, Recorder
DAGGETT COUNTY
For: DAGGETT COUNTY

TAX SALE RULES

PUBLIC NOTICE

Notice is hereby given that on the 29th day of May 2008, at 10:00 a.m. in the Commission Chambers of the Daggett County Courthouse, Daggett County Auditor Keri Palleson, will offer for sale at public auction and sell to the highest bidder for CASH or CERTIFIED FUNDS pursuant to the provisions of Section 59-2-1351 Utah Code, the following described real property located in said County and now delinquent and subject to tax sale. A bid for less than the total amount of taxes, interest, penalty and administrative costs which are a charge upon the real estate will not be accepted. NO PERSONAL CHECKS WILL BE ACCEPTED IN PAYMENT OF BID.

METHOD OF SALE

The Board of County Commissioners of Daggett County has determined the following method of sale best meets the objectives of protecting the financial interests of the delinquent property owner and collecting delinquent taxes due:

The highest bid amount for the entire parcel of property will be accepted. However, a bid may not be accepted for an amount which is insufficient to pay the taxes, penalties, interest and administrative costs. Any amount received in excess of the taxes due to all local governments and any administrative costs due the County shall be treated as surplus property and paid the State Treasurer.

DAGGETT COUNTY TAX SALE RULES

1. The County Auditor will state the amount of taxes, penalties, interest and administrative costs on the parcel being offered for sale, which is the amount at which the bidding will begin and the lowest acceptable bid.
2. Upon receipt of a bid sufficient to pay taxes, penalties, interest and administrative costs on the parcel, higher bids shall be solicited. The bid received in the highest dollar amount, when no higher bids are tendered upon request by the Auditor, shall be the bid accepted (If such bid is otherwise acceptable under these rules).
3. Only cash or certified funds will be accepted in payment for property. Payment shall be made to the County Treasurer within 24 hours after the sale.
4. One deed, and only one deed, will be issued to the successful bidder on each parcel sold.
5. The bidder first recognized by the County Auditor will be the first bid recorded. As in any auction, the bid recognized is the one in effect at the time.

6. Once the County Auditor has closed the sale of the particular parcel of property as a result of accepting a bid on a parcel, the successful bidder or purchaser of the property may not unilaterally rescind the bid. The county legislative body, after acceptance of a bid, may enforce the terms of the bid by obtaining a legal judgment against the purchaser in the amount of the bid, plus interest and attorney's fees.

7. A fee in the amount of 5% of the total amount of taxes, penalties and interest be assessed for "administrative costs" with a minimum of \$150.00 per parcel.

8. Any person wishing to contest any action taken in connection with the tax sale must present to the Daggett County Commission, in writing, within ten (10) days of the sale.

9. The period to redeem property at the beginning of the Tax Sale shall end on the 29th day of May, 2008 at 10:00 a.m.

10. Any property listed may be subject to roll-back tax under the provisions of "The Farmland Assessment Act" Utah Code Section 59-2-501 thru 59-2-515.

11. The County Auditor may combine for sale two or more contiguous parcels owned by the same party when:

a) the parcels are a single economic or functional unit:

b) the combined sale will best protect the financial interest of the delinquent property owner: and

c) separate sales will reduce the economic value of the unit.

12. The County Commission may reject any and all bids on the grounds that none are acceptable.

RESOLUTION NO. 08-13A

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN DAGGETT COUNTY AND THE FLAMING GORGE ROAD AND TRANSPORTATION SPECIAL SERVICE DISTRICT

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953, as amended, public agencies, including political subdivision of the State of Utah as herein defined, are authorized to enter into mutually advantageous agreements to provide services and facilities: and

WHEREAS, Daggett County and the Flaming Gorge Road and Transportation Special Service District desire to enter into an Interlocal Agreement for rebuilding and maintaining of a portion of the Brown's Park Road in Daggett County: and

WHEREAS, Daggett County and the Flaming Gorge Road and Transportation Special Service District have determined that the best interest and welfare of the public will be served by the agreement:

NOW THEREFORE, be it resolved by Daggett County, through its Legislative Body, as follows:

SECTION 1. Interlocal Agreement. Daggett County desires to enter into an Interlocal Agreement between Daggett County and the Flaming Gorge Road and Transportation Special Service District for rebuilding and maintaining of a portion of the Brown's Park Road in Daggett County.

SECTION 2. Agreement Approval. Daggett County hereby approves the Interlocal Agreement referred to above and authorizes the Chairman of the County Commission to execute it on behalf of the County.

SECTION 3. Effective Date. This resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 15th day of April, 2008.

DAGGETT COUNTY

By: [Signature]
Daggett County Commission Chairman

ATTEST:

[Signature]
Vicki McKee, County Recorder Clerk

Approved to form and compatibility with the laws of the State of Utah.

[Signature]
County Attorney

**INTERLOCAL AGREEMENT BETWEEN DAGGETT COUNTY
AND THE FLAMING GORGE ROAD AND TRANSPORTATION
SPECIAL SERVICE DISTRICT**

This interlocal agreement made this ___ day of April, 2008 between Daggett County, a political subdivision of the State of Utah, hereinafter referred to as "County," and the Flaming Gorge Road and Transportation Special Service District, hereinafter referred to as "District."

RECITALS

WHEREAS. County and District have worked together to acquire funding and obtain approval for the rebuilding of a portion of the Brown's Park Road in Daggett County, and

WHEREAS. each entity has obtained or reserved certain funds for the above-stated purposes, and

WHEREAS. the County and the District both have responsibility for maintaining and improving and constructing roads within the unincorporated area of Daggett County, and

WHEREAS. it is in the best interest of each entity and of the citizens of Daggett County that the County and District combine funds and resources to accomplish the Brown's Park Road project, and

WHEREAS. District intends to bond pledging mineral lease funds as collateral, and

WHEREAS. pursuant to the provisions of the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, public agencies, including those named as parties herein, are authorized to enter into mutually advantageous agreements to provide services, funding and facilities, and

WHEREAS. the governing body of each entity has approved the joint and cooperative effort outlined herein.

NOW THEREFORE. in consideration of the promises, representations and covenants set forth herein, the parties agree as follows:

1. Joint Cooperation Agreement. It is not the intent of this agreement to create a new entity or agency, but only to provide for the sharing of resources for the purpose of funding and overseeing the improvement and reconstruction of a portion the Brown's Park Road as described below:

See attached Exhibit A.

2. Funding. Each entity shall contribute to the joint effort the loans, grants, and other revenues developed and derived for the purposes of funding the project and shall cooperate in making said funds available as required for the efficient pursuit of the work. District has paid to UDOT to use as partial funding for the project \$523,783. District has obtained approval for a CIB grant in the amount of \$4,690,000.00, and a CIB loan of \$500,000.00, and shall assign and direct those funds to UDOT for use in this project, subject to the rules and guidelines established by the Community Impact Board. Any funds from the Community Impact Board not used in connection with this project shall be disbursed according to CIB rules and guidelines. Daggett County shall or has contributed the amount of \$ _____ towards the completion of the project. Other federal highway funds have been obtained by one or both entities and deposited with or pledged to the completion of this project. Neither entity shall be obligated to provide or contribute any funds or resources to the Browns Park Road/Jesse Ewing Canyon rebuild, except as set forth herein. In order to secure the payment of the mineral lease revenue bonds, Daggett County shall not alter, impair, or limit the percentage or amount of mineral lease revenue funds allocated to the District in a manner that reduces the amounts to be distributed to the Special Service District until the bonds and the interest on the bonds are fully met and discharged.

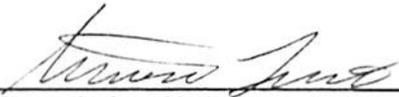
3. **Administration.** This agreement shall be administered by Daggett County. The administrator of the agreement shall meet at least semiannually and at such other times as are determined to be necessary, with the designated representative or representatives of the other entity to discuss the administration of this agreement and the provision of the funds and services set forth herein and to address any and all issues or concerns that may arise with respect to the administration of this agreement or providing the services or funds set forth herein. Daggett County has executed the agreement and contracts with UDOT and shall assume responsibility for management and oversight of the project. The obligations and responsibilities of district shall be limited to providing the funds and funding source described herein. In administering the project Daggett County shall comply with it all applicable statutes, rules, regulations, and requirements under State and Federal and local law. including requirements imposed by each and every funding entity. Except as to providing the funding or funding sources set forth herein district shall have no other financial, legal or administrative responsibility duty or liability pursuant to this agreement.
4. **Effective Date.** This interlocal agreement shall become effective immediately upon approval and execution of a resolution approving this agreement by the governing legislative body of Daggett County and by the governing body of the Flaming Gorge Road and Transportation Special Service District.
5. **Term of the Agreement.** This agreement shall continue in effect, unless terminated as set forth herein, for a period of twenty five (25) years or until the project is completed and the bonds are paid in full.

6. **Termination of Agreement.** This agreement may be terminated by either party by written notice of intent to terminate, delivered to the other party 12 months prior to the intended date of termination. Provided that said termination may not act to reduce the allocation of mineral lease funds to District.
7. **Amendments to Agreement.** Any change or amendments to this interlocal agreement shall be approved by resolution of the legislative body of Daggett County and the governing body of the District.
8. **Entire Agreement.** This agreement shall constitute the entire agreement between the parties as to the subject matter of this agreement, i.e. the Brown's Park Road funding and improvement. This agreement does not create any rights in or to any person or entity not a party hereto.
9. **Documents on File.** Executed copies of this interlocal agreement shall be placed on file in the office of the keeper of records of Daggett County and the Flaming Gorge Road and Transportation Special Service District and shall remain on file for public inspection during the entire term of this interlocal agreement.
10. **Interpretation of Agreement.** The invalidity of any portion of this agreement shall not prevent the remainder from being carried into effect, unless to do so would violate the intent and spirit of this agreement. Whenever the context of a provision shall require it, the singular number shall be held to include the plural and vice versa and the use of any gender shall include the other gender. The paragraph and section headings in this agreement are for convenience only and do not constitute part of this agreement.

11. Governing Law. This agreement shall be governed and interpreted pursuant to the laws of the State of Utah.

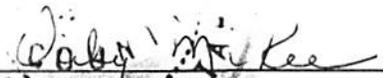
IN WITNESS WHEREOF, Daggett County, by order of the Daggett County Commission, and the Flaming Gorge Road and Transportation Special Service District, by order of its governing board, cause this agreement to be subscribed by the Chairman of the County Commission and the Chairman of the governing board.

DAGGETT COUNTY



Commission Chairman

ATTEST:



Vicki McKee
County Clerk

APPROVED AS TO FORM:



Daggett County Attorney

FLAMING GORGE ROAD AND
TRANSPORTATION SPECIAL SERVICE
DISTRICT



Chairman

APPROVED AS TO FORM:



District Legal Counsel

(adw) DAGGETT RoadDist IntLocalAgmt.wpd