

No. DACA \_\_\_-\_\_\_-11-\_\_\_

## INTERLOCAL SEWER LINE AGREEMENT

This **INTERLOCAL SEWER LINE AGREEMENT** ("Agreement") is made and entered into by and between the **UNITED STATES OF AMERICA** (the "Government") acting by and through the **DEPARTMENT OF THE ARMY** (the "Army"), **TOOELE CITY CORPORATION**, a Utah municipal corporation (the "City"), and **TOOELE COUNTY CORPORATION**, an incorporated Utah county (referred to collectively as the "Parties").

WHEREAS, World Links Group, LLC, ("the Developer") has contracted with Tooele County Corporation (the "County") to construct a new Tooele County detention facility (the "Project") within the corporate limits of Tooele City and subject to Tooele City land use and building regulations (see Project site plan attached as Exhibit A); and,

WHEREAS, the Project is anticipated to be constructed in two phases, each consisting of 264 beds, for a total capacity of 528 beds (approximately 180 equivalent residential units, or ERUs); and,

WHEREAS, the Developer anticipates leasing the Project to the County with a County option to purchase the Project; and,

WHEREAS, the Project requires the installation of new sewer collection facilities because the Project site is not currently served by existing City sewer collection facilities; and,

WHEREAS, the Government owns and operates a sewer gravity main line (the "Army Sewer Line") that collects sewer from various Government and private buildings in the vicinity of the Project site and conveys it to Government owned and maintained sewage lagoons regulated by the State of Utah (see map of the Army Sewer Line attached as Exhibit B); and,

WHEREAS, the buildings served by the Army Sewer Line are located both within and outside the Tooele City corporate limits, and the Army Sewer Line traverses land both within and outside the Tooele City corporate limits; and,

WHEREAS, the Government has expressed a willingness to (1) allow the Project to connect to and utilize the Army Sewer Line for Project sewer service, (2) convey ownership of the Army Sewer Line to the City, (3) to grant easement rights to the City to access the Army Sewer Line for maintenance, repair, and replacement purposes; and,

WHEREAS, the City has expressed a willingness to allow the Army Sewer Line to be connected to the City's Sewer Interceptor B ("Interceptor B"), a sewer gravity main line flowing to the City's wastewater treatment plant, and to allow users of the Army

Sewer Line to become regular Tooele City customers for sewer collection and treatment (see map of Interceptor B attached as Exhibit C); and,

WHEREAS, the City, however, has expressed a reluctance to accepting ownership of or maintenance responsibility for the Army Sewer Line due to its age, condition, and accessibility, except under the terms and conditions set forth in this Agreement; and,

WHEREAS, the Parties believe that it is possible to work cooperatively to provide City sewer collection and treatment services to both the Project and to the Government under the terms and conditions of this Agreement:

NOW, THEREFORE, in furtherance of the objectives of the Project and of the Parties, and in consideration of the mutual promises, covenants, and agreements contained in this Agreement, which consideration the Parties acknowledge to be fair and adequate, the Parties hereby agree as follows.

## **1. County Obligations.**

1.1. Project Sewer Line. Within 180 days of execution of this Agreement, the County shall install to City specifications a new sewer gravity main line (the "Project Sewer Line") to City specifications for approximately 11,250 linear feet of the total approximately 12,650 linear feet of the distance between the Project and Interceptor B. (See map of the Project Sewer Line attached as Exhibit D.) The portion of the Project Sewer Line capacity required for the Project is estimated to be 180 ERUs (the "Project Capacity").

1.2. Interceptor B. The County shall install to City specifications the connection of the Project Sewer Line to Interceptor B.

1.3. Easement. The County shall provide to Tooele City Corporation a 30-foot wide permanent easement centered directly over portions of the Project Sewer Line that traverse non-Government-owned property for purposes of Project Sewer Line access, maintenance, repair, and replacement. (See form of the Easement attached as Exhibit E.)

1.4. Access Road. The County shall provide an access road to and upon all portions of the Project Sewer Line that traverse non-Government-owned property. For portions of the Project Sewer Line not located within paved roads, the access road shall be an all-weather gravel road capable of supporting heavy service trucks and equipment for maintenance of the Project Sewer Line. For portions of the Project Sewer Line located within paved roads, the County shall repair all roads to City specifications.

1.5. Sewer Manholes. For portions of the Project Sewer Line not located within paved roads, the County shall raise or lower, as necessary, all Project Sewer Line manholes to a height of between one inch (1") and four inches (4") above the access road grade to ensure drainage away from all manholes to prevent surface inflow of storm water. For portions of the Project Sewer Line located within paved roads, the County shall install a concrete collar around each sewer manhole to City specifications.

1.6. Impact Fees. The sanitary sewer impact fee for Phase 1 of the Project was paid previously to the City in association with City Permit No. T00211-023. The County shall pay all sanitary sewer impact fees and other regular City fees associated with Phase 2 of the Project, prior to issuance of a building permit, according to the then-current Tooele City Fee Schedule.

1.7. Conveyance. Within 30 days after acceptance of the Project Sewer Line by resolution of the Tooele City Council, the County shall convey the Project Sewer Line to the City by Deed or Bill of Sale.

1.8. Warranty. The County shall warrant the construction of the Project Sewer Line for one year from the date of acceptance by resolution of the City Council.

1.9. Private Lateral. The County shall be responsible to connect the Project to the Project Sewer Line. The connecting sewer line shall be a privately owned and maintained sewer lateral line from the Project building to and including the point of connection with the Project Sewer Line.

1.10. Inspections and Bonding. The Project Sewer Line and the connection to Interceptor B shall be subject to City inspections and the payment of public improvement inspection fees according to the Tooele City Fee Schedule. In part because the Project is a County project paid for with bond proceeds obtained by the County, the County shall not be required to sign a bond agreement or post a bond for the Project Sewer Line or connection to Interceptor B.

1.11. As-Built Plans. Upon completion of the construction of the Project Sewer Line, the County shall provide to the City the following:

1.11.1. three (3) certified sets of Project Sewer Line as-built plans;

1.11.2. an AutoCAD file of the Project Sewer Line as-built plans; and,

1.11.3. a hydraulic flow capacity model that documents the as-built Project Sewer Line capacity (the "Project Sewer Line Capacity").

1.12. Costs. The County shall bear the full cost of all of its obligations set forth in this Agreement.

1.13. Developer Obligations. Nothing in this Agreement shall be construed by a person not a party to this Agreement to amend the rights and obligations of the County and the Developer as contained in separate contractual agreements between the County and the Developer.

## **2. Government Obligations.**

2.1. Army Sewer Line. The Government shall allow the County to connect to and utilize the Army Sewer Line, and to incorporate approximately 2,000 linear feet of the Army Sewer Line into the Project Sewer Line. Upon completion of the Project Sewer Line, the entire approximately 11,000 linear feet of the new sewer line shall constitute the Project Sewer Line. The Government shall convey by Deed or Bill of Sale the portions of the Army Sewer Line incorporated into the Project Sewer Line to the County no later than 30 days after completion of the Project Sewer Line.

2.2. Easement. The Government shall provide to Tooele City Corporation a 30-foot wide permanent easement centered directly over portions of the Project Sewer Line and Interceptor B that traverse Government-owned property for purposes of Project Sewer Line and Interceptor B access, maintenance, repair, and replacement. (See form of the Easement attached as Exhibit E.) If the Government at any time withholds from the City or its agents reasonable access to or use of the Project Sewer Line, the Government shall accept full responsibility for operation and maintenance of that portion of the Project Sewer Line to which access or use is denied until such access or use is restored.

2.3. Access Road. The Government shall provide an access road to and upon all portions of the Project Sewer Line and Interceptor B that traverse Government-owned property. For portions of the Project Sewer Line not located within paved roads, the access road shall be an all-weather gravel road capable of supporting heavy service trucks and equipment for maintenance of the Project Sewer Line. For portions of the Project Sewer Line located within paved roads, the Government shall repair all roads to a pre-construction condition.

2.4. Impact Fees. The Government shall pay City sanitary sewer impact fees based upon the number of ERUs of Project Sewer Line capacity utilized by the Government. As of the date of this Agreement, the City's regular sanitary sewer impact fee is \$2,290 per ERU, and the initial Government sewer flow demand utilizing the Army Sewer Line has been estimated to be approximately 45 ERUs (the "Initial Government Capacity"), for an estimated Government sanitary sewer impact fee obligation of \$103,050. Prior to the Government's connection to the Project Sewer Line, the Government shall provide to the City all necessary documentation for verification of the Government's most current sewer flow demand. The sanitary sewer impact fee will be adjusted accordingly. The sanitary sewer impact fee for any additional available ERUs of Project Sewer Line capacity utilized by the Government shall be calculated at the time the ERUs are added (i.e., upon re-measurement of Government sewer flows, upon

adding connections to new Government buildings) according to the then-current City sanitary sewer impact fee.

2.5. Pre-Treatment. Prior to connection to the Project Sewer Line or to Interceptor B, the Government shall document, and allow the City to verify, compliance with all pre-treatment regulations as contained in Tooele City Code Title 8 (Health and Sanitation).

2.6. Sewer Rates. The Government shall pay the Tooele City sanitary sewer rates listed in the then-current Tooele City Fee Schedule, based upon current and future sewer flows from properties owned or leased by the Government.

2.7. Laterals. The Government shall continue to own, operate, and maintain all sewer lines connecting Government owned, leased, and operated properties to the Project Sewer Line.

2.8. Abandonment by RDA. The Government shall allow the Redevelopment Agency of Tooele City ("RDA") to abandon, by Ordinance of the RDA Board, all of the RDA's right, title, and interest in the Army Sewer Line and all other sewer collection lines each as conveyed by that certain Deed dated December 18, 1998, as recorded in the Office of the Tooele County Recorder on January 6, 1999, Entry 124236, Book 0547, Page 0823.

2.9. Costs. The Government shall bear the full cost of all of its obligations set forth in this Agreement. The Government shall have no obligation to pay for any portion of the Project Sewer Line construction.

### **3. City Obligations.**

3.1. Project Sewer Line. The City is willing to accept the County's incorporation of approximately 1,400 linear feet of the Army Sewer Line into the Project Sewer Line that will be conveyed to the City. The City shall allow the County to connect the Project Sewer Line to Interceptor B.

3.2. Sewer Service. The City shall allow the County and the Government to become City sanitary sewer customers, subject to then-current City utility account policies and the then-current Tooele City Fee Schedule. The City will treat the County's and the Government's sewer collected by the Project Sewer Line to State of Utah standards.

3.3. Impact Fees. As an accommodation to the Government, the City shall allow the Government to pay its sanitary sewer impact fee obligation over a period of five (5) years, without interest, in equal installments, the first installment being due, upon invoice, within 90 days of acceptance of the Project Sewer Line by the Tooele City Council.

### 3.4. Project Sewer Line Capacity.

3.4.1. Reserved Capacity. Under Section 1.10.3, above, the County will certify to the City the Project Sewer Line Capacity. Of the Project Sewer Line Capacity, the City shall reserve the Initial Government Capacity for the Government and the Project Capacity for the County.

3.4.2. Excess Capacity. Any Project Sewer Line Capacity in the Project Sewer Line in excess of the sum of the Initial Government Capacity and the Project Capacity shall be made available by the City upon a first-come first-served basis within the land area illustrated in Exhibit F upon compliance with all City land use and other regulations.

3.5. No Credits or Reimbursement. The City shall have no obligation to provide impact fee credits to the Developer or persons because, among other reasons, the City's sanitary sewer impact fee is collected to pay for only sewer treatment facilities, not sewer collection facilities. The City shall have no obligation to collect reimbursement in favor of the Developer for Project Sewer Line costs because, among other things, the Project Sewer Line is a project improvement required for the Project and is not eligible for reimbursement under the Tooele City Code.

3.6. Project Sewer Line. Following acceptance of the completed Project Sewer Line by Resolution of the Tooele City Council, the City will accept ownership and maintenance responsibility for the Project Sewer Line, subject to the County's warranty obligation.

## 4. **Miscellaneous.**

4.1. No Entitlements. This Agreement shall not be construed to grant land use approvals or entitlements.

4.2. Severability. In the event that any provision in or obligation under this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction against one or more of the Parties, the validity, legality, or enforceability of other provisions in or obligations under this Agreement shall not in any way be affected or impaired thereby, provided the intent and purpose of this Agreement can still be fulfilled. In the event such a court is asked to interpret any provision of this Agreement, the court shall be asked to do so broadly in such a manner as to effectuate the intent of the Parties.

4.3. Authority. The individuals executing this Agreement represent and warrant to the Parties that they have obtained the legal authority to execute this Agreement.

4.4. Successors and Assigns. This rights and obligations in this Agreement may not be assigned.

4.5. Enforcement of Agreement. If any of the Parties to this Agreement bring an action or proceeding to enforce its rights hereunder, the prevailing party shall be entitled to recover its costs and expenses, including court costs and attorneys fees, if any, incurred in connection with such action or proceeding, including any court costs or attorneys fees incurred on appeal.

4.6. Construction of Agreement. This Agreement shall be construed as a whole in accordance with its fair meaning and in accordance with the laws of the State of Utah, without giving effect to conflict of law principles. The terms of this Agreement have been negotiated by the Parties at arm's length, and the language of the Agreement shall not be construed in favor of or against any particular party. The headings used herein are for reference only and shall not affect the construction of this Agreement.

4.7. Entire Agreement. This Agreement constitutes the final expression of the Parties as to the terms of this Agreement and the subject matter hereof, and supersedes all prior agreements, negotiations, correspondence, and discussions between the Parties and/or their respective counsel with respect to the subject matter covered hereby. Except as expressly stated in this Agreement, no party hereto has made any statement or representation to any other party hereto regarding the facts relied upon by said party in entering into this Agreement, and each party hereto specifically does not rely upon any statement, representation, or promise of any other party hereto in executing this Agreement, except as expressly stated in this Agreement. Each party and their attorneys, if the party so chose, had the opportunity to make such investigation of the facts pertaining to this Agreement, and all of the matters appertaining thereto, as they deemed necessary.

4.8. Agreement May Be Executed In Counterparts. This Agreement may be executed in counterparts, which together shall constitute a fully executed original.

4.9. Facsimile Signatures. Facsimile signatures in one or more counterparts of this Agreement shall be binding.

4.10. Amendment to Agreement. Any amendment to this Agreement must be in a writing signed by duly authorized representatives of all of the Parties hereto, and affirmatively stating the intent of the Parties to amend this Agreement.

4.11. Effective Date. This Agreement shall be effective upon the date set forth below.

4.12. Notices. Any notice or correspondence required or implied by this Agreement shall be sent to the following addresses, as applicable:

**United States of America**

Attention: Commander  
Tooele Army Depot  
Tooele, UT 84074

**Tooele City Corporation**

Tooele City Mayor  
90 North Main Street  
Tooele, UT 84074

**Tooele County Corporation**

Tooele County Commission  
47 South Main Street  
Tooele, UT 84074

4.13. Recitals. The Recitals to this Agreement are intended to provide background information only and shall not be deemed to create duties or obligations on the part of the Parties.

4.14. No Third Party Beneficiaries. This Agreement shall not be construed to provide rights in favor of, or create obligations upon, persons not named and signing as Parties hereto by virtue of the terms, conditions, or effect of this Agreement.

4.15. Superseding Effect. This Agreement shall replace and supersede the following quoted language from Section 11.a.(2) of that certain Memorandum of Agreement, Contract to Purchase/Sell (No. DACA05-9-96-548) dated May 15, 1996, by and between the United States of America, acting by and through the Department of the Army, and the Redevelopment Agency of Tooele City, Utah:

The ARMY will then tie into the line. The sewage lines within the administration area of the Property as well as the Public Works area of Tooele Army Depot as described in Exhibit J will be transferred to the City of Tooele facility and the ARMY will become a customer of Tooele City.

4.16. Term. This Agreement shall have a term of 50 years.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the indicated date upon which all Parties shall have executed this Agreement.

DATED this \_\_\_ of \_\_\_\_\_, 2011.

**UNITED STATES OF AMERICA**

\_\_\_\_\_  
By: John McHugh, Secretary of the Army

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

\_\_\_\_\_  
By: Patrick H. Dunlavy, Mayor

Approved as to Form:

ATTEST:

\_\_\_\_\_  
Tooele City Attorney

\_\_\_\_\_  
Tooele City Recorder

**TOOELE COUNTY CORPORATION,  
an incorporated Utah county**

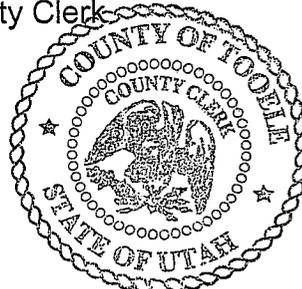
*Colleen Johnson*  
\_\_\_\_\_  
By: Colleen Johnson, Chair  
Board of County Commissioners

Approved as to Form

ATTEST:

*[Signature]*  
\_\_\_\_\_  
Tooele County Attorney

*Marilyn H. Sultette*  
\_\_\_\_\_  
Tooele County Clerk



# Exhibit A

## Project Site Plan

[Note: to be prepared by the County.]

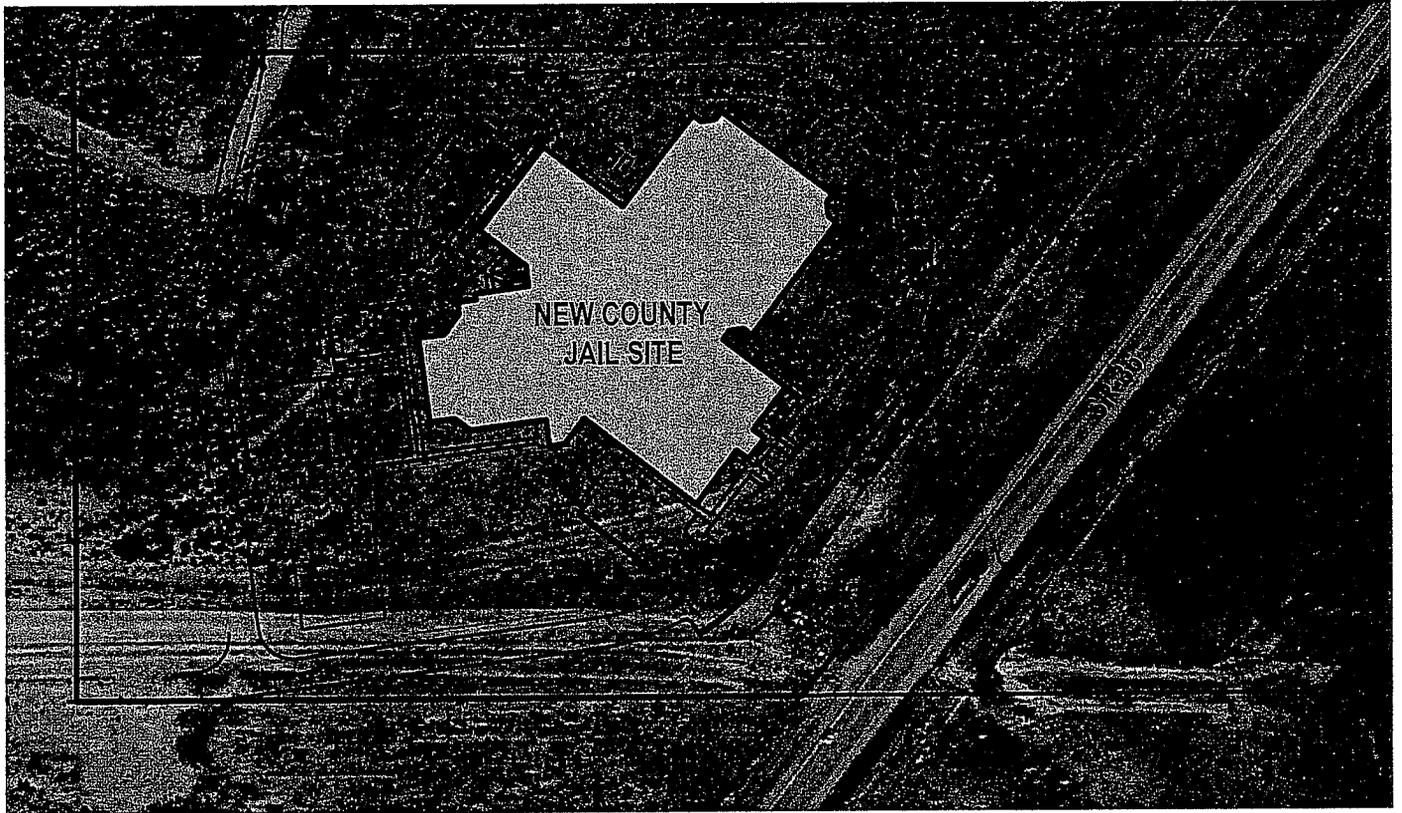
## EXHIBIT "A"

PARCEL: 5-34-68

BEG A AT A PT THAT LIES ON BRIGHAM RD SLY BOUNDARY R/W WH IS S 89°56'12" W 1234.26 FT & S 0°03'48" E 294.40 FT FR THE NE COR OF SEC 16 T2S, R4W, SLB&M & COM TH & LEAVING RD R/W S 30°05'13" E 259.22 FT ALG AN EXISTING PPTY TO THE FENCE & PPTY LI COR FOR THE PARCEL DEEDED TO A. ROBERT COLE IN THAT CERTAIN WD RECORDED AS ENTRY NO. 81912 OF RECORDS; TH ALG SD N BOUNDARY & THE PPTY BOUNDARY LI OF THE PPTY DEEDED TO TOOELE CTY FR THE CLARK #2 FAMILY LP BY THAT CERTAIN QCD RECORDED AS ENTRY # 287877 S 49°56'51" W 318.98 FT; TH LEAVING SD PPTY LI N 34°12'02" W 270.48 FT TO A PT ON THE SLY R/W OF BRIGHAM RD WH IS NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 730 FT WH CENTER BEARS N 31°05'52" W; TH NELY AL SD CURVE & SLY ALG THE R/W OF BRIGHAM RD 98.69 FT (CHORD BEARS N 55°01'46" E 98.61 FT) N 51°09'22" E 238.09 FT ALG SD SLY R/W TO THE POB.

PARCEL: 5-34-71

COM 1076.3 FT W & 498.1 FT S FR NE COR OF SEC 16, T2S, R4W, SLB&M; S 30°30' E 653 FT TO SHORE MILL POND, TH SWERLY ALG SD MEANDER LI OF SD MILL POND 450 FT M/L, N 24°52' W 700 FT, N 49°52' E 365.5 FT TO BEG; ---LESS 0.34 AC TO A 121' X 121' SQUARE IN THE NE COR OF THE ABOVE DESC PPTY.(DEEDED TO INTERNATIONAL SATELLITE BK 200 PG 217-219) ----EX THAT PORTION INCLUDED IN HWY R/W, AND EXCEPTING THAT PORTION LYING SOUTH OF HWY 138 R/W. 4.60 AC---LESS .575 AC TO TOOELE COUNTY SCHOOL DISTRICT.



PROJECT # DATE  
T1457D AUG. 2011

**2 of 2**

FILE:  
P1T1457D1.dwg

**TOOELE COUNTY JAIL**  
**SANITARY SEWER TRUNK LINE DESIGN**  
1960 SOUTH MAIN STREET  
TOOELE, UTAH  
**SANITARY SEWER EASEMENT EXHIBIT**

FOR:  
TCJ PROJECTS  
PO BOX 6011  
DENVER, CO 80206

CLAYTON McCARTHY  
760-497-9797

169 North Main Street Unit 1  
Tooele, Utah 84074  
Phone: 435.843.3590  
Fax: 435.578.0108

[www.ensignutah.com](http://www.ensignutah.com)



## Exhibit B

### Map of Army Sewer Line

[Note: to be prepared by the County.]

# Exhibit C

## Map of Interceptor B

[Note to be prepared by the City.]

# Exhibit D

## Map of Project Sewer Line

[Note: to be prepared by the County.]

# Exhibit E

## Form of Project Sewer Line Easement

[Note: to be prepared by the Government.]

## Exhibit F

# Illustration of Project Sewer Line Capacity Land Area

[Note to be prepared by the City]



EASEMENT EAST OF  
RAILROAD NORTH OF  
COUNTY JAIL

PROJECT # DATE  
T1457D AUG. 2011

1 of 2

FILE:  
P:\T1457D.dwg

**TOOELE COUNTY JAIL  
SANITARY SEWER TRUNK LINE DESIGN**

1960 SOUTH MAIN STREET  
TOOELE, UTAH  
SANITARY SEWER EASEMENT EXHIBIT

FOR:  
TCJ PROJECTS  
PO BOX 6011  
DENVER, CO 80206

CLAYTON McCARTHY  
760-497-9797

169 North Main Street Unit 1  
Tooele, Utah 84074  
Phone: 435.843.3590  
Fax: 435.578.0108  
[www.ensignutah.com](http://www.ensignutah.com)



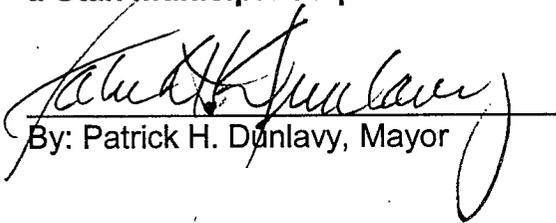
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the indicated date upon which all Parties shall have executed this Agreement.

DATED this 15 of December, 2011.

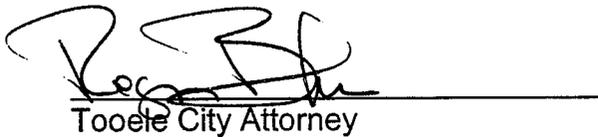
**UNITED STATES OF AMERICA**

By: John McHugh, Secretary of the Army

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

  
By: Patrick H. Dunlavy, Mayor

Approved as to Form:

  
Tooele City Attorney

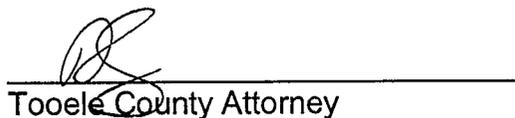
ATTEST:

  
Tooele City Recorder

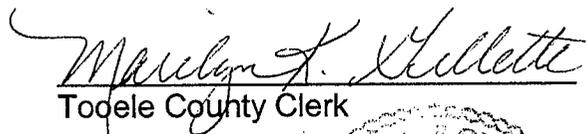
**TOOELE COUNTY CORPORATION,  
an incorporated Utah county**

  
By: Colleen Johnson, Chair  
Board of County Commissioners

Approved as to Form

  
Tooele County Attorney

ATTEST:

  
Tooele County Clerk

