

**AGREEMENT FOR THE
DEVELOPMENT OF AND OPERATION
OF
A MUNICIPAL SOLID WASTE FACILITY**

THIS AGREEMENT is made and entered into by and between the City of Draper, a municipal corporation of the State of Utah, hereinafter referred to as "Draper," and Trans-Jordan Cities, a political subdivision of the State of Utah, created and operated under the provisions of the Interlocal Cooperation Act of the State of Utah, hereinafter referred to as "Trans-Jordan."

WHEREAS, Trans-Jordan has operated a sanitary landfill ("Landfill") in Salt Lake County for nearly fifty years; and

WHEREAS, Draper desires to become a full participating member of the Trans-Jordan Cities organization; and

WHEREAS, Draper has expressed its willingness to pass a resolution authorizing the execution of the Amended and Restated Trans-Jordan Cities Interlocal Cooperation Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein and in reliance thereon it is agreed by and between the parties as follows:

1. Draper shall adopt a resolution authorizing entering into the Amended and Restated Trans-Jordan Interlocal Cooperation Agreement for full and equal membership and participation in Trans-Jordan Cities, a political subdivision of the State of Utah. Said Resolution shall be substantial in the form of Exhibit "A", attached hereto.

2. In consideration of the granting of a full and equal membership in Trans-Jordan Cities, Draper shall pay to Trans-Jordan a sum which represents the business value of Trans-Jordan. The agreed upon business value of Trans-Jordan as of April 1, 1997, is \$13,200,000.00. Draper agrees to pay the purchase price of \$2,640,000.00 representing its proportionate share of equity being purchased and acquired in the facility. Said sum shall be paid as follows:

Draper shall pay the applicable non-member tipping fee for all municipal waste deposited at the Landfill. The difference between the member rate and non-member rate shall serve as a credit towards the retirement of the purchase amount. Such credits shall commence on July 1, 1997. If at the end of fifteen (15) years from July 1, 1997, the credits have not retired the principal sum, the balance of the purchase price shall be forgiven.

At such time as the purchase price is paid in full or forgiven, Draper shall pay the applicable member rate.

3. In the event Draper fails to pay the sums required in said Paragraph Two and accompanying promissory note, Draper shall relinquish the right for the disposing of municipal solid waste at the Trans-Jordan Landfill. Such prohibition shall continue until all payments and outstanding assessments are paid current. If any installment or payment due on the promissory note is not paid at the time and place specified, the entire unpaid balance shall be payable immediately at the election of Trans-Jordan. If Trans-Jordan elects not to declare the entire unpaid amount payable, it may elect to retain all amounts as liquidated damages.

4. As additional consideration and in recognition of previous and present member entities' "in-kind" contributions to Trans-Jordan, Draper agrees to contribute the sum of \$200,000.00 to Trans-Jordan. Said sum shall be paid as follows:

- a. \$50,000.00 on or before July 1, 1998.
- b. \$50,000.00 on or before July 1, 1999.
- c. \$50,000.00 on or before July 1, 2000.
- d. \$50,000.00 on or before July 1, 2001.

5. Draper agrees not to contest or oppose the application of Trans-Jordan for a permit to operate and expand the Trans-Jordan Landfill with the Department of Environmental Quality or any other governmental entity that may have regulatory authority over the Landfill site.

6. Draper agrees to pay any and all of the assessments that may be assessed to member entities of Trans-Jordan Cities. Such payments shall be paid in a prompt and timely fashion.

7. In the event that Draper fails to appropriate sufficient sums to pay the amounts specified herein, Draper agrees not to use, procure, obtain or in any fashion replace the services or similar benefit provided in this Agreement for a period of three (3) years from the date of non-appropriation.

8. Trans-Jordan agrees that it will operate the sanitary landfill in compliance with all of the rules and regulations as promulgated by the Department of Environmental Quality as set forth in its permit, including all state and federal regulations.

9. Trans-Jordan represents that pursuant to applicable Federal statutes and regulations, and Utah State rules and regulations, it shall provide and maintain a monitoring program for a period of thirty (30) years after the closure of the final cell of the Landfill. Trans-Jordan further represents that it has established a monitoring and closure account pursuant to federal guidelines which will insure the financial solvency for this effort. Trans-Jordan agrees to comply with federal and state regulations.

10. In the event that Draper passes any rule or ordinance which impedes, modifies, or burdens in any fashion the continued operation or expansion of the Landfill, Trans-Jordan shall have the right to refuse the disposal of municipal solid waste generated within Draper. Trans-Jordan shall give Draper thirty (30) days notice of its intent to restrict such delivery of waste, in order to allow time to bring its ordinance and fee into compliance with this Agreement.

11. Any notices required to be given hereunder shall be in writing and mailed, postage prepaid, by United State certified mail, return receipt requested, and addressed to the parties as follows, unless a different address is later designated by either party in writing:

City of Draper
12441 South 900 East
P.O. Box 1020
Draper, Utah 84020

Trans-Jordan Cities
c/o Murray City Corporation
5025 South State Street
Murray, Utah 84157-0520

12. The remedies or penalties contained in this Agreement are separate and not mutually exclusive of each other. The exercise or failure to exercise one remedy, penalty does not preclude the utilization of such remedy or penalty.

13. This Agreement constitutes the entire understanding of the parties and no representation or agreements, oral or written, made prior to the execution hereof shall vary or modify the terms herein.

14. Any amendment or variation from the terms of this Agreement shall be in writing and shall be effective only after approval of all parties signing the original Agreement.

15. This Agreement shall be construed in accordance with the laws of the State of Utah.

TRANS-JORDAN CITIES

By: Tom Leppin

Its: President

June 21, 1997
Date

CITY OF DRAPER

By: Claine Ladd
Its: Mayor

June 11, 1997
Date

RESOLUTION NO. _____

A RESOLUTION ADMITTING THE CITY OF DRAPER TO MEMBERSHIP
IN THE TRANS-JORDAN CITIES INTERLOCAL AGENCY; AND
PROVIDING FOR RELATED MATTERS.

WHEREAS, Midvale City, Murray City, Sandy City, the City of West Jordan and the City of South Jordan (the "*members*") have entered into an Amended and Restate Trans-Jordan Cities Interlocal Cooperation Agreement (Solid Waste Management Facilities), dated as of December 1, 1995 (the "*Agreement*"), pursuant to the Interlocal Co-operation Act, Chapter 13, Title 11, Utah Code Annotated 1953, as amended (the "*Act*"), and have created the Trans-Jordan Cities Interlocal Agency, a separate legal entity and political subdivision pursuant to the provisions of the Act (the "*Agency*"), to provide for the ownership, operation, maintenance and control of certain solid waste management facilities by the Agency; and

WHEREAS, Section 5.6 of the Agreement provides that any city in the State of Utah may apply to the Board to be accepted into the Agency as a Member (as defined in the Agreement) by (a) adopting and filing with the Board a resolution agreeing to membership in the Agency and accepting the terms and conditions of the Agreement, and (b) executing and filing with the Agency a counterpart of the Agreement; and

WHEREAS, the City of Draper, Utah ("*Draper*"), desires to become a Member of the Agency, as permitted by Section 5.6 of the Agreement; and

WHEREAS, on June 10, 1997, the City Council of Draper adopted a resolution (the "*Admission Resolution*") agreeing to membership in the Agency, accepting the terms and conditions of the Agreement and appointing a Representative and an Alternate Representative (both as defined in the Agreement), in satisfaction of the provisions of Section 5.6 of the Agreement; and

WHEREAS, Draper has filed with the Board a certified copy of its Admission Resolution which is attached hereto as *Exhibit A*, and has executed and filed with the Agency a counterpart of the Agreement, in satisfaction of the provisions of Section 5.6 of the Agreement; and

WHEREAS, the Board desires to approve Draper's request for membership in the Agency, to accept the execution and delivery of the Agreement by Draper and to approve the taking of any other necessary actions in connection therewith;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Trans-Jordan Cities Interlocal Agency, as follows:

Section 1. Membership of Draper. The Board hereby acknowledges receipt of the Admission Resolution which hereto as *Exhibit A* and orders the Secretary to file the Admissions Resolution in the official records of the Agency. The Board hereby finds that all requirements of the Agreement for and all conditions precedent to, the membership of Draper in the Agency have been satisfied. The Board hereby accepts Draper as a Member of the Agency in accordance with the terms and conditions of the Agreement.

Section 2. Acceptance of Representative and Alternate Representative. The Board hereby accepts the appointment by Draper of Douglas Bedke as its Representative and Melanie Dansie as its Alternate Representative, to be seated on the Board as provided in the Agreement.

Section 3. Execution of Resolution; Filing of Documents. Immediately after its approval and adoption, this Resolution shall be signed by the Chair and sealed and attested by the Secretary and shall be recorded in a book kept by the Secretary for that purpose.

Section 4. Severability. It is hereby declared that all parts of this Resolution are severable, and if any section, paragraph, clause or provision of this Resolution shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect the remaining provisions of this Resolution.

Section 5. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

APPROVED AND ADOPTED by the Board of Directors of the Trans-Jordan Cities
Interlocal agency, this 16th of July, 1997.

BOARD OF DIRECTORS,
TRANS-JORDAN CITIES INTERLOCAL AGENCY

By: Thomas H. DeSpain
Its: Chair

ATTEST:

Secretary

RESOLUTION 97-45

A RESOLUTION APPROVING AN AMENDED AND RESTATED TRANS-JORDAN CITIES INTERLOCAL COOPERATION AGREEMENT (SOLID WASTE MANAGEMENT FACILITIES) AND AUTHORIZING THE EXECUTION AND DELIVERY THEREOF ON BEHALF OF THE CITY; AUTHORIZING THE TRANS-JORDAN CITIES INTERLOCAL COOPERATION AGENCY ESTABLISHED PURSUANT TO SUCH AGREEMENT TO EXERCISE THE POWERS CONFERRED BY LAW AND SUCH AGREEMENT; AUTHORIZING THE TAKING OF ANY OTHER ACTIONS NECESSARY TO EFFECTUATE OR CARRY OUT SUCH AGREEMENT; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the Trans-Jordan Cities Interlocal Agency (the "Agency"), a separate legal entity and political subdivision, pursuant to Interlocal Cooperation Act, Utah Code Annotated Section 11-13-1 et seq., has been organized for the ownership, operation, maintenance and control of certain solid waste management facilities; and

WHEREAS, Draper City, Utah (the "City"), desires to become a member (as defined in the Agreement) of the Agency, as permitted by Section 5.6 of the Agreement and the City Council hereby determines that it is in the best interests of the City to become a member of the Agency; and

WHEREAS, there has been presented to the City Council the form of the Agreement and the City Council hereby determines that it is in the best interest of the City to approve the Agreement and to authorize the execution thereof.

NOW THEREFORE, BE IT RESOLVED by the City Council of Draper City, Salt Lake County, Utah as follows:

Section 1. The City hereby (a) determines that it is necessary and desirable to become a member of the Agency, (b) agrees to become a member and (c) accepts the terms and conditions of the Agreement. The City Recorder is hereby authorized and directed to file a copy of this resolution with the Agency in satisfaction of the requirements of Section 5.6 of the Agreement.

Section 2. The form of the Agreement is hereby approved and the Mayor of the City is hereby authorized to execute and deliver, and the City Recorder is hereby authorized to affix the seal of the City and to attest and countersign, the Agreement in substantially the form presented to the City at the meeting at which this resolution is adopted. The Agency is hereby authorized to exercise all powers granted to it under Utah law as provided in the Agreement. Douglas Bedke is hereby appointed to act as the Representative (as defined in the Agreement) under the Agreement and Melanie Dansie is appointed to act as an alternate Representative (as defined in the Agreement) under the Agreement.

Section 3. The City Council hereby authorizes the officers and employees of the City to take any other actions necessary to effectuate or carry out the Agreement.

Section 4. It is hereby declared that all parts of this resolution are severable, and if any section, paragraph, clause or provision of this resolution shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect the remaining sections, paragraphs, clauses or provisions of this resolution.

Section 5. All acts and resolutions or parts thereof in conflict with this resolution or any part thereof are, to the extent of such conflict, hereby repealed.

Section 6. This resolution shall take effect immediately upon its adoption.

ADOPTED AND APPROVED this the 10th day of June, 1997.



ATTEST AND COUNTERSIGN:


MAYOR


CITY RECORDER

After the conduct of other business not pertinent to the foregoing, it was moved and carried that the City Council adjourn.

Elaine Redd
MAYOR

ATTEST AND COUNTERSIGN:

Barbara L. Sadler
CITY RECORDER



STATE OF UTAH)
)
COUNTY OF SALT LAKE)

I, Barbara L. Sadler, the duly chosen, qualified and acting City Recorder of Draper, Salt Lake County, Utah, do hereby certify that the foregoing is a full, true and correct copy of an excerpt of the minutes of a regular public meeting of the City Council of Draper City held at 12441 South 900 East, in Draper, Utah, on June 10, 1997, insofar as the same relate to the Amended and Restated Trans-Jordan Cities Interlocal Cooperation Agreement and related matters, as recorded in the regular official book of minutes of the proceedings of the City kept in my office, that all members were given due, legal and timely notice of the meeting, that the meeting therein shown was in all respects called, held and conducted in accordance with law and in full conformity therewith and that the persons therein named were present at the meeting as therein shown.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of Draper, Salt Lake County, Utah, this the 11th day of June, 1997.



Barbara L. Sadler
CITY RECORDER