

City Council Staff Report

February 3, 2016

Applicant: Mapleton City
Prepared by: Gary Calder
Public Hearing: No

REQUEST

Mapleton City requests to enter into an Interlocal Agreement allowing the property owner at 1939 West 800 North, Mapleton, Utah a single family dwelling remain connected to Springville's sewer system until such time that a sewer main becomes available for the property to connect into Mapleton's sewer system.

BACKGROUND AND PROJECT DESCRIPTION

See attached proposed Interlocal Agreement

INTERLOCAL AGREEMENT

This Interlocal Agreement is entered into as of this ____ day of _____, 2016, by and between Mapleton City, a municipality of the State of Utah (“Mapleton”), and Springville City, a municipality of the State of Utah (the “Springville”), located at 110 South Main, City, Utah 84663.

RECITALS

- A. In 2001, Springville and Mapleton authorized allowing the property owner at 1939 West 800 North, Mapleton, Utah (the “Property”) to connect a single family dwelling sewer lateral into Springville’s sewer system until such time that a sewer main was available for the Property to connect into Mapleton’s sewer system.
- B. Shortly after receiving the authorization from both cities, the property owner paid a connection fee to Springville and connected the sewer for the Property into Springville’s sewer system.
- C. In or about 2007, a Mapleton sewer main was installed to the location of the Property.
- D. When the owner of the Property tried to connect the Property’s sewer lateral to the new Mapleton sewer main, the sewer main was a couple of feet too high to achieve gravity flow into the Mapleton sewer system, and as such, Mapleton and Springville again permitted the property owner to continue to sewer into Springville’s sewer system.
- F. The property owner has recently requested Mapleton and Springville to formalize allowing the Property to sewer into Springville’s sewer system. In order to formalize the authorization to allow the Property to continue to sewer in Springville’s sewer system, Section 4-14-605 of Springville’s City Code requires Mapleton and Springville to enter into an interlocal agreement.
- C. Mapleton and Springville acting pursuant to Section 11-8-1 and Sections 11-13-101, *et seq.*, of the Utah Code Annotated elect to approve this Interlocal Agreement for the purpose of Springville providing sewer services, as authorized by statute, to the Property.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and terms as more fully set forth below, Mapleton and the Springville agree to the following:

1. **Improvements**

This is a formal agreement between Mapleton and Springville to allow for the sewer line connection from the Property into Springville’s sewer system as described in the above recitals (the “Sewer Connection”). The Sewer Connection shall remain connected at the same place that it is currently connected and meet all of Springville’s rules, laws,

regulations, standards and specifications, unless otherwise directed or approved by Springville. The Sewer Connection is only authorized for the current single family dwelling that is currently located on the Property. If the use on the Property changes or the sewage from the single family dwelling significantly increases, Springville shall have the right to terminate this Agreement and the Sewer Connection.

2. **Ownership**

The owner of the Property shall retain ownership of the sewer lateral that connects the Property into Springville’s sewer main (the “Sewer Lateral”) and shall remain solely responsible for all necessary maintenance, repairs and replacements of the Sewer Lateral. By entering into this agreement, neither party is taking responsibility for the Sewer Lateral.

3. **Sewer Utility Fees**

Springville City shall continue to collect sewer fees directly from the owner of the Property. When requested, Mapleton agrees to provide Springville with water usage amounts for the Property to allow Springville to charge the owner of the Property the proper amount of sewer utility fees.

4. **Notices**

Any notice which is required or which may be given pursuant to this Agreement is sufficient if in writing and sent to a party by certified or registered mail, postage prepaid, addressed as shown below:

Mapleton:

Mayor
Mapleton City
125 West Community Center Way
Mapleton, Utah 84664

Springville:

Mayor
Springville City
110 South Main Street
Springville, Utah 84663

A party may change the address for notice to it by giving a notice pursuant to this paragraph.

5. **Laws**

Mapleton may be responsible to fulfill, and agrees to abide by, all federal, state and local laws as a result of entering into this Agreement.

6. **Entire Agreement**

This Agreement contains the entire agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.

7. **Attorney Fees**

If this Agreement or any of the exhibits hereto are breached, the party at fault agrees to pay the attorney fees and all costs of enforcement of the non-breaching party.

8. **Severability**

Should any portion or paragraph of this Agreement be declared invalid or unenforceable, the remaining portions or paragraphs of the Agreement shall remain valid and enforceable.

9. **Modification**

Modification of this Agreement shall only be effective if agreed upon, in writing, and approved by the Springville Council and the Mapleton.

10. **Approval**

This Agreement is only effective once it has been presented to and approved by a majority vote of the Springville City Council and the Mapleton City Council, respectively, and once it has been reviewed and approved as to form by the respective city attorneys.

11. **No Interlocal Entity**

This Agreement does not create an interlocal entity.

12. **Duration**

This Agreement shall be for a period of 50 years or for as long as Springville provides sewer collection and treatment services to the Property, whichever is longer. Either party may terminate this Agreement at any time by providing the other party with a sixty (60) day written notice of termination.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers.

SPRINGVILLE CITY

By: _____
Springville Mayor

Attest:

By: _____
Springville City Recorder

(Springville City Seal)

APPROVED AS TO FORM

By _____
Springville City Attorney

MAPLETON CITY

Attest:

By: _____
Brian Wall, Mayor

MAPLETON CITY RECORDER

APPROVED AS TO FORM

By: _____
Mapleton City Attorney