2017 Ivins/Santa Clara Interlocal Sewer Outfall Agreement

Interlocal agreement made this ____ day of _____, 2017, by and between The City of Santa Clara (hereafter "Santa Clara") and Ivins City (hereafter "Ivins").

1. Ivins City and City of Santa Clara both have interest in sewer outfall trunklines that originate in Ivins City, pass through Santa Clara and then connect to the regional sewer line owned by the City of St George located at Snow Canyon High School.
2. The outfall trunklines shall be defined as follows (also shown on Exhibit A):
    a. Lava Flow Wash Sewer Outfall: A 12-inch diameter sewer pipeline defined as starting at 400 East 800 South (Ivins Coordinates) at the Ivins/Santa Clara Boundary, thence eastward and southeastward following mostly the Lava Flow Wash to the point where it combines with the Upper Tuacahn Wash Sewer Outfall at Pioneer Parkway.
    b. Upper Tuacahn Wash Sewer Outfall: A 10-inch diameter sewer pipeline defined as starting at the manhole near the Ivins/Santa Clara Boundary, approximately 45 feet south of the boundary, where the sewer water from the Ivins City Padre Canyon Estates Phase 7 (Cordero Drive Area) combines with the 10-inch trunkline in the Tuacahn Wash, thence southward following mostly the Tuacahn Wash to the point where it combines with the Lava Flow Wash Sewer Outfall Trunkline at Pioneer Parkway.
    c. Lower Tuacahn Wash Sewer Outfall: A 12-inch/15-inch diameter sewer pipeline defined as starting at the manhole in Pioneer Parkway where the Lava Flow Wash and Tuacahn Wash Sewer Outfall Trunklines combine and thence southward to the City of St George/Santa Clara Boundary where the line thence becomes a regional sewer outfall trunkline.
3. The Lava Flow Wash Sewer Outfall and Lower Tuacahn Wash Sewer Outfall Trunklines were installed per the interlocal agreement dated September 17, 1990 (hereafter "1990 Agreement"). This agreement replaces the former agreement.
4. In 1994 Ivins City facilitated a Special Improvement District for the installation of the 10-inch Upper Tuacahn Wash Sewer Outfall Trunkline.
5. Two other minor connections have been made between the cities:
    a. In 2003, the City of Santa Clara allowed Ivins City to connect the Heritage Estates Phase 3 & 4 and later in 2005 Phase 5 (approximately 50-55 equivalent residential units or ERUs) sewers to the sewer extended by Santa Clara to the intersection of 400 East and Pioneer Parkway.
    b. In 2007, the City of Santa Clara allowed Ivins City to install a sewer main line in the future Western Corridor right-of-way for the Desert Rose Subdivision (54 ERUs) that connects to the Lava Flow Wash Outfall Trunkline where it crosses the corridor.
6. Ivins City has allowed Santa Clara to realign and connect to 10-inch Upper Tuacahn Wash Sewer Outfall.
7. In 2013 Santa Clara completed and adopted the Wastewater System Impact Fee Facilities Plan & Impact Fee Analysis, completed by Sunrise Engineering,which indicated the need to increase the capacity of the Lava Flow Wash Sewer Outfall Trunkline and the Lower Tuacahn Wash Outfall Trunkline.

8. Ivins City recently completed the Ivins City Sewer Master Plan, prepared by Bowen Collins & Associates, adopted on 9/15/2016. The master plan also indicated the need to increase the capacity of the same trunklines and provides Figure 6-1, which is attached to the agreement as Exhibit B, showing the sizes of sewer lines required for future growth. The masterplan identifies that the new Lower Tuacahn Wash Outfall Trunkline will need to be in place by 2023 and the Lava Flow Wash Outfall Trunkline will need to be in place by 2028.
9. The Cities thus jointly acknowledge the need to increase the capacity of these trunklines for future growth and provide the following stipulations to facilitate the financing of the future projects:
    a. Santa Clara agrees to require any new subdivision that is installing improved streets over these existing trunklines to upsize to the required size. The Cities will reimburse the developer the costs of the upsizing as follows:
        i. If the developer is relocating the line to accommodate a new preferred alignment, the Cities will reimburse only the difference in cost in materials between the original trunkline size and the upsized pipe.
        ii. If the developer is not relocating the line, then the cities will pay the entire cost of the upsizing.
        iii. If the developer is not installing street improvements over the original alignment, then Developers must maintain a minimum 30-foot wide sewer easement for the future upsizing project and ensure there is reasonable access to the manholes for cleaning.
    b. The share of expenses of the upsizing shall be in accordance with the projected 10-year growth that are anticipated by the Ivins City Master Plan which are identified as follows in Table 1:

Table 1: Share of Expenses for Future Projects to Increase Capacity.

Outfall Trunkline	Anticipated Construction Year	Estimated Cost of increased capacity $ (2017)	Ivins Share	Santa Clara Share
Lava Flow Wash Outfall	2028	$825,000	87% Est. $720,000	13% Est. $110,000
Lower Tuacahn Wash Outfall	2023	$1,460,000	81% Est. $1,170,000	19% Est. $290,000
Upper Tuacahn Wash Outfall	No increased capacity required.			

    c. Both Cities will cooperate in future master plan and impact fee facility plans to ensure that the projects in this agreement can be funded.
    d. The cities also agree to seek out grants and low interest loans for these projects. Any federal or state grants or low interest loans obtained by either City for these projects shall be requested in a joint proposal and split between the cities based on the share percentages given in Table 2 unless there are state and federal rules that prohibit it.
    e. Developer upsizing projects shall be managed by City of Santa Clara with coordination and consensus from Ivins City.

f. City upsizing projects shall be managed by Ivins City with coordination and consensus from City of Santa Clara.
g. City of Santa Clara agrees to be responsible to acquire, own, and protect all right-of-way/easement needs for the sewer trunklines. Right-of-way and easements are preferably 50 feet wide, but no less than 30 feet and shall not be fenced into residential yards where lot sizes are smaller than two acres. If any right-of-way needs to be purchased, it will be purchased with project funds split by the two cities at the share percentages given in Table 2.
h. Both Cities agree to be cooperative in this joint effort to ensure necessary sewer capacities.
i. If future engineering studies identify that timing/cost sharing percentages/pipe sizing/alignments need to be adjusted. The following criteria shall determine if this agreement needs to be amended:
    i. Any adjustment that changes cost share percentage shall require a full amendment to the agreement approved by both City Councils.
    ii. Any adjustment in cost estimates or actual costs shall not require any amendment to the agreement if cost share percentages remain unchanged.
    iii. Any adjustments to alignment or pipe sizing shall not require an amendment to the agreement if cost share percentages remain unchanged.

10. Operation and Maintenance: As per the original 1990 Agreement, Santa Clara agrees to continue to be responsible for operations and maintenance of the Lava Flow Wash and Lower Tuacahn Wash outfall trunklines from the point of its first connection. Also, Santa Clara agrees to take over responsibility for operations and maintenance of the Upper Tuacahn Wash Sewer Outfall Trunkline from the point of its first connection in exchange for accessing the excess capacity.
    a. These activities include inspections, cleaning, monitoring, securing sewer facilities, and sewer overflow notification, response and reporting. Minor repairs shall also be included in these activities.
    b. If any maintenance expenses on these larger trunk lines are demonstrated to be more costly than typical maintenance of an ordinary 8- to 12-inch sewer collector pipeline, Santa Clara may submit the additional costs to Ivins City for which, when agreed upon, it will be shared per the shared percentages established by this agreement.
11. Upgrades, rehabilitation and replacements of the sewer facilities including dedicated sewer access roads shall be the responsibility of both cooperating cities. New facilities are anticipated to be need rehabilitation after 50 years and replacement after 75-100 years. The costs of the rehabilitation and replacement shall be in accordance with the share contribution of wastewater flow from each city based on an engineering analysis at the time of the proposed project. It is the responsibility of the City of Santa Clara to identify rehabilitation and replacement needs and present a proposal to the two cities.
12. Carried forward from the 1990 Agreement: To save costs of litigation or problems that may occur in the future, the parties agree to the following procedure:

    The respective heads of the sewer systems from each town shall meet to recommend to each council a solution to any problem that may occur. If this does not result in a solution to any problem, the respective town councils agree to meet in a joint meeting to resolve any conflict. If such procedure does not result in resolution of the conflict, the parties agree to submit the matter to arbitration with the American Arbitration

Association. In the event of arbitration, the prevailing party shall be entitled to its costs and expenses of the action, including reasonable attorney's fees and costs of arbitration.

Ivins City Council has approved this agreement on ____ day of _____, 2017.

IVINS CITY

_____
Chris Hart, Mayor

ATTEST

_____
City Recorder

The City Council of Santa Clara has approved this agreement on 12 day of April, 2017.

CITY OF SANTA CLARA

Rick Rosenberg, Mayor

CITY OF SANTA CLARA STATE OF UTAH

ATTEST

City Recorder

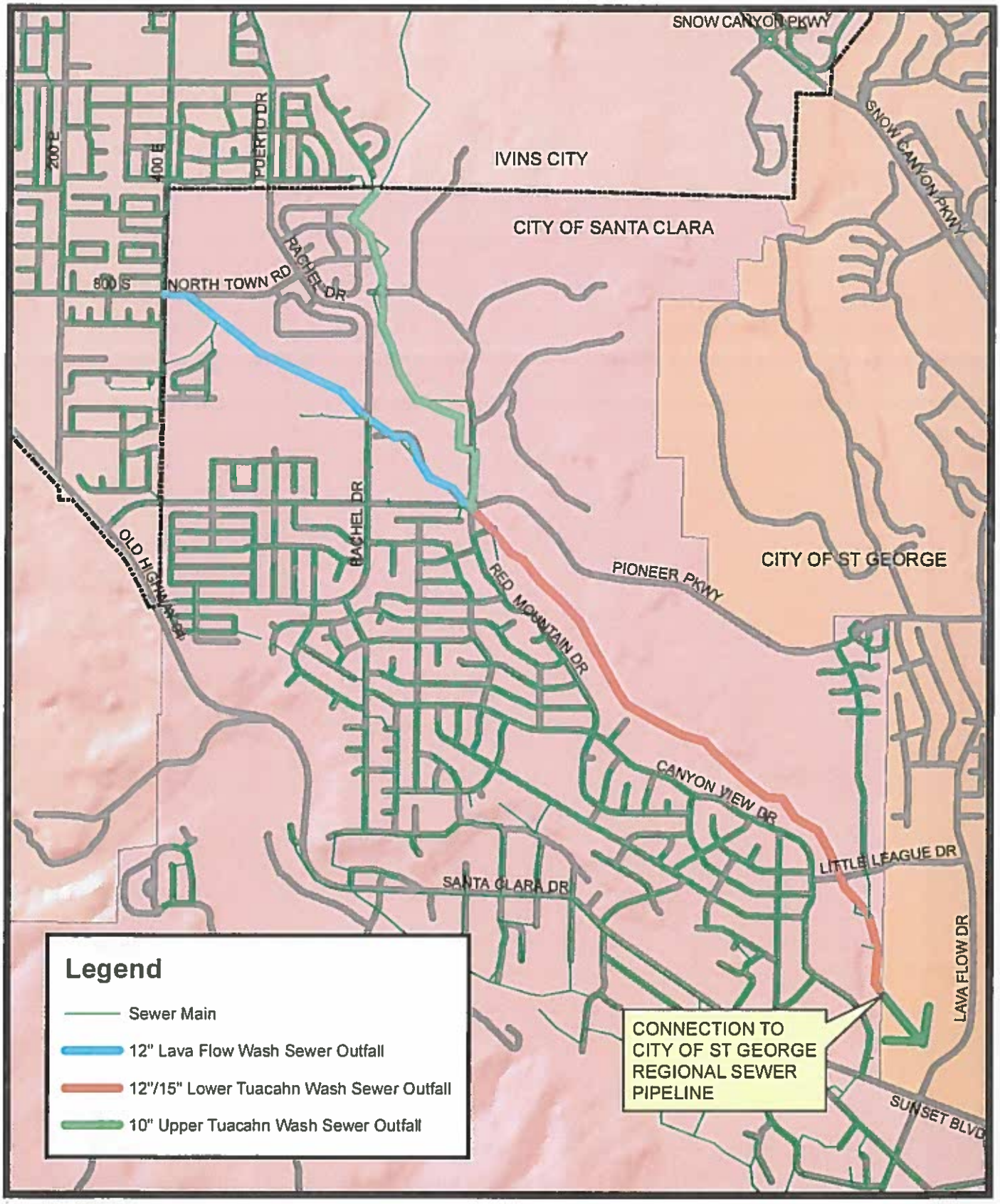


Exhibit A
Ivins/Santa Clara
Map of Sewer Outfall Trunklines

0 500 1,000 2,000 Feet

N W E S

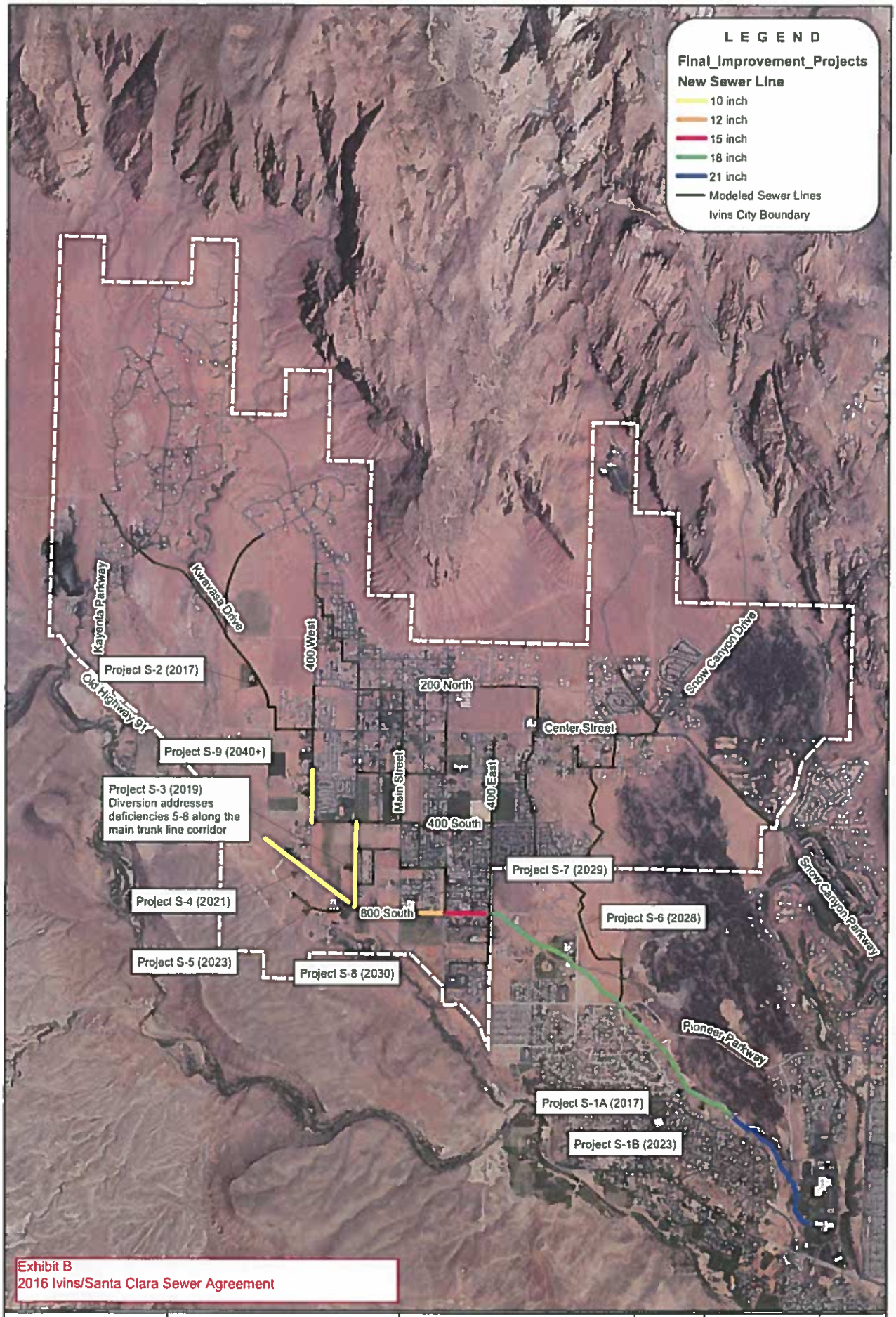


Exhibit B
2016 Ivins/Santa Clara Sewer Agreement

Bowen Collins & Associates, Inc. CONSULTING ENGINEERS	IVINS CITY 2016 SEWER MASTER PLAN	RECOMMENDED SYSTEM IMPROVEMENTS THROUGH BUILDOUT	NORTH	SCALE: 0 1,250 2,500 Feet	FIGURE NO 6-1