Ivins City Staff Report
City Council Meeting 12/15/22

Agenda Item: Discuss and Consider Easement Maintenance Agreement for Sewer Dosing Station at Kayenta Village

Submitted by: Charles R. Gillette, P.E., Public Works Director and City Engineer

Recommended City Council Action:
Approve easement maintenance agreement for sewer dosing Station at Kayenta Village.

BACKGROUND:
Kayenta Development has extended the small diameter sewer collection system as shown on the attached map. This system connects to the conventional sewer system at 200 N Kwavasa Drive. The system had caused a smell and odor problem due to the generation of hydrogen sulfide gases.

The gases also are heavily corrosive of concrete manholes, three of the manholes downstream had to be rehabilitated with fiberglass linings installed by Kayenta Development.

City staff worked with Kayenta Development to find an odor solution and it was determined that it could be solved with chemical treatments. Kayenta installed a dosing station located in the Kayenta Village area that meters a mixed flow of chemicals composed of calcium nitrate and a probiotic into the sewer system.

Experimentally, Kayenta has demonstrated this to be an adequate solution to the gas odor problem. The attached easement needs to be deeded to the City for the system to be legally turned over.

FINDINGS AND ANALYSIS:
Kayenta and Ivins has developed an operation and maintenance manual. The station will need to be monitored weekly.

The cost of the chemicals is about $8000 per year. The chemicals do provide an additional benefit to the remaining downstream sewer collection system. The calcium nitrate prevents the formation of hydrogen sulfide gas by providing a more preferable food source to the anaerobic bacteria. The probiotic scrubber is natural liquid that is formulated from kelp, algae, and bacteria to promote the decomposition of organics without the production of hydrogen sulfide.

SUPPORT MATERIALS:
Map of small diameter sewer collection system
Easement and Maintenance Agreement

FINANCIAL IMPACT:
Right now Kayenta Development has been paying for the chemicals to treat the H2S Gas problem. Upon the signing of this agreement, Ivins City would be taking over the responsibilities including the purchasing of chemicals. The chemical costs are estimated at $8,000 per year. This will need to be budgeted next in next the next fiscal year budget.

Respectfully Submitted:

Charles Gillette, P.E., Public Works Director & City Engineer

Content Review:

Dale Coulam, City Manager

WHEN RECORDED MAIL TO:
Ivins City, a Utah Municipal Corporation
Attn: Kari Jimenez
85 N Main St
Ivins, Utah 84738

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY
RECORDED AT THE REQUEST OF DIXIE TITLE COMPANY ORDER # COYOTE GULCH
MAIL TAX NOTICE TO: SAME AS ABOVE

QUIT CLAIM DEED
(CORPORATE FORM)
FOR EASEMENT PURPOSES ONLY

Coyote Gulch Owners Association

GRANTOR(S)

OF Ivins, COUNTY OF Washington, STATE OF Utah; HEREBY GRANT, CONVEY AND FOREVER QUIT CLAIM TO

Ivins City, a Utah Municipal Corporation

GRANTEE(S)

OF Ivins CITY, Washington COUNTY, STATE OF Utah
FOR THE SUM OF FORTY DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION,
THE FOLLOWING DESCRIBED TRACT OF LAND IN WASHINGTON COUNTY, STATE OF UTAH :

See Attached Legal Description but being subject to the following:

Kayenta's Coyote Gulch Owners Association, hereafter referred to as CGCOA, enters into an agreement with Ivins City to provide enclosed space to be used as a dosing station for its Municipal Small Diameter Sewer outfall facility.

With regard to the ongoing use of the space, hereinafter referred to as the Dosing Station, Ivins City and CGCOA agree to the following:

CGCOA conveys to Ivins City, an easement on a portion of CGCOA open spaces for Dosing station purpose subject to landscape and trail maintenance on part of same, and where Ivins City agrees to cause no change to the aesthetic aspects of the exterior of the structure housing Dosing Station space, and reasonably protect the landscape associated with same.

And where CGCOA agrees to maintain exterior of Dosing Station space and landscape as a part of it ongoing maintenance of common area in the Art Village CGCOA. Ivins City will be responsible for maintenance of Dosing Station roof and interior space as it is currently constructed and finished.

The intent of the above agreement for maintenance of Dosing Station space is to allow access as necessary for the operation and maintenance of facility without impacting the architectural or horticultural (landscaping) presence of the facility.

CGCOA has installed an irrigation timer in the dosing station for its landscaping. CGCOA agrees to move the timer outside of the building within one year of this agreement.

The dosing station is powered by an account paid by the CGCOA. CGCOA agrees to continue in this manner until a new power meter is installed at the expense of CGCOA to separate the power usage. Ivins City agrees to take over the account once a separate meter is installed.

SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD, AND TAXES FOR THE YEAR 2022 AND THEREAFTER.

THE OFFICERS WHO SIGN THIS DEED HEREBY CERTIFY THAT THIS DEED AND THE TRANSFER REPRESENTED THEREBY WAS DULY AUTHORIZED UNDER A RESOLUTION DULY ADOPTED BY THE BOARD OF DIRECTORS OF THE GRANTOR AT A LAWFUL MEETING DULY HELD AND ATTENDED BY A QUORUM.
IN WITNESS WHEREOF, THE GRANTOR HAS CAUSED ITS CORPORATE NAME AND SEAL TO BE HEREUNTO, AFFIXED BY ITS DULY AUTHORIZED OFFICERS THIS _____ DAY OF December, A.D., 2022

Grantee
Ivins City, a Utah Municipal Corporation

_____
Chris Hart, Mayor

Grantor
Coyote Gulch Owners Association

_____
RT Marten, President

STATE OF UTAH)
:SS
COUNTY OF WASHINGTON)

ON THE _____ DAY OF December, 2022 PERSONALLY APPEARED BEFORE ME RT Marten, WHO BEING BY ME DULY SWORN DID SAY THAT He IS THE President OF **Coyote Gulch Owners Association** AND THAT THE WITHIN FOREGOING INSTRUMENT WAS SIGNED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF A RESOLUTION OF ITS BOARD OF DIRECTORS AND SAID RT Marten ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.

_____
NOTARY PUBLIC

STATE OF UTAH)
:SS
COUNTY OF WASHINGTON)

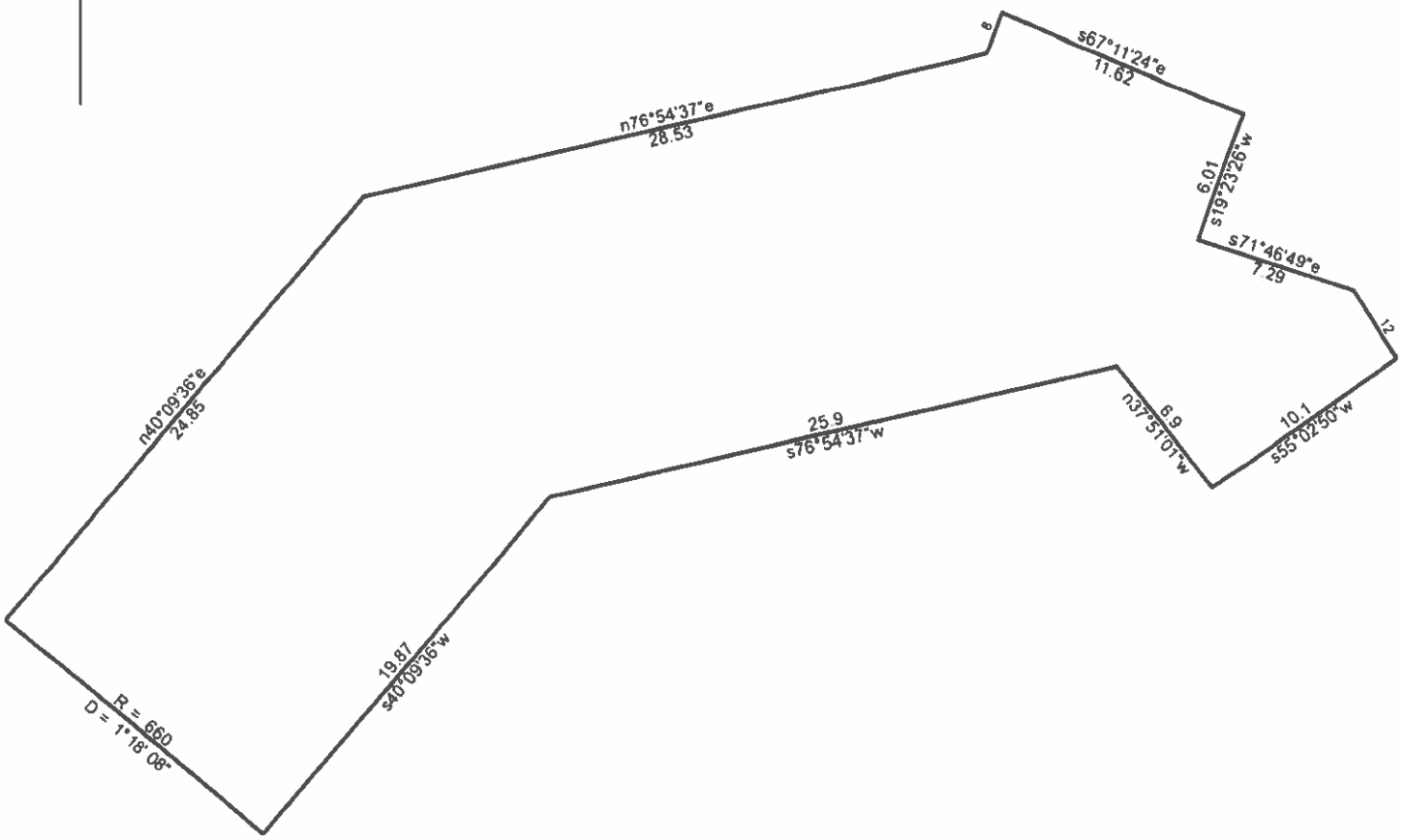
ON THE _____ DAY OF December, 2022 PERSONALLY APPEARED BEFORE ME CHRIS HART, WHO BEING BY ME DULY SWORN DID SAY THAT He IS THE MAYOR OF IVINS CITY, A UTAH MUNICIPAL CORPORATION AND THAT THE WITHIN FOREGOING INSTRUMENT WAS SIGNED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF A RESOLUTION OF ITS BOARD OF DIRECTORS AND SAID CHRIS HART ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.

_____
NOTARY PUBLIC

SEWER DOSING STATION EASEMENT
11.08.2022

BEGINNING AT A POINT BEING NORTH 00° 21' 32" EAST 94.39 FEET ALONG THE CENTER OF SECTION LINE AND WEST 45.59 FEET FROM THE SOUTH ¼ CORNER OF SECTION 25, TOWNSHIP 41 SOUTH, RANGE 17 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 55°02'50" WEST 10.10 FEET; THENCE NORTH 37°51'01" WEST 6.90 FEET; THENCE SOUTH 76°54'37" WEST 25.90 FEET; THENCE SOUTH 40°09'36" WEST 19.87 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 01°18'08", HAVING A RADIUS OF 660.00 FEET (RADIUS POINT BEARS SOUTH 40°48'40" WEST), AND WHOSE CHORD BEARS NORTH 49°50'24" WEST 15.00 FEET; THENCE ALONG THE ARC OF SAID CURVE 15.00 FEET; THENCE NORTH 40°09'36" EAST 24.85 FEET; THENCE NORTH 76°54'37" EAST 28.53 FEET; THENCE NORTH 20°36'05" EAST 1.88 FEET; THENCE SOUTH 67°11'24" EAST 11.62 FEET; THENCE SOUTH 19°23'26" WEST 6.01 FEET; THENCE SOUTH 71°46'49" EAST 7.29 FEET; THENCE SOUTH 31°57'57" EAST 3.60 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.021 ACRES, MORE OR LESS



	11/8/2022
Scale: 1 inch= 8 feet	File:

Tract 1: 0.0209 Acres (909 Sq. Feet), Closure: n28.0933w 0.01 ft. (1/14374), Perimeter=162 ft.

01 s55.0250w 10.1
02 n37.5101w 6.9
03 s76.5437w 25.9
04 s40.0936w 19.87
05 Lt, r=660.00, delta=001.1808, chord=n49.5024w 15.00
06 n40.0936e 24.85
07 n76.5437e 28.53
08 n20.3605e 1.88
09 s67.1124e 11.62
10 s19.2326w 6.01
11 s71.4649e 7.29
12 s31.5757e 3.6

Ivins City Sewer System

