

RESOLUTION 22-48

**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL
APPROVING WASATCH INTEGRATED WASTE MANAGEMENT
WATER WHEELING AGREEMENT**

WHEREAS, Wasatch Integrated Waste Management District (WIWMD) needs water at their compost site outside of the irrigation season; and

WHEREAS, the compost site is located near the city's central water tank; and

WHEREAS, South Weber is able and willing to provide culinary water to supplement their needs in the spring and fall; and

WHEREAS, WIWMD has contracted water with Weber Basin so the water used will be metered and not counted as city usage; and

Whereas, South Weber will charge WIWMD an annual fee based on the original cost of creating the pump station along with cost for delivering the water with an annual increase over the next ten (10) years; and

WHEREAS, an agreement outlining the city's and the district's responsibilities has been carefully reviewed by all involved parties;

NOW THEREFORE BE IT RESOLVED by the Council of South Weber City, Davis County, State of Utah, as follows:


Section 1. Approval: The Culinary Water Wheeling Agreement with Wasatch Integrated Waste Management District as attached in Exhibit A including Exhibits 1 and 2 is hereby approved.

Section 2: Repealer Clause: All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

PASSED AND ADOPTED by the City Council of South Weber, Davis County, on the 15th day of November 2022.

Roll call vote is as follows:

Council Member Halverson	<input checked="" type="radio"/> FOR	<input type="radio"/> AGAINST
Council Member Petty	<input checked="" type="radio"/> FOR	<input type="radio"/> AGAINST
Council Member Soderquist	<input checked="" type="radio"/> FOR	<input type="radio"/> AGAINST
Council Member Alberts	<input checked="" type="radio"/> FOR	<input type="radio"/> AGAINST
Council Member Dills	<input checked="" type="radio"/> FOR	<input type="radio"/> AGAINST


Rod Westbroek, Mayor


Attest: Lisa Smith, Recorder

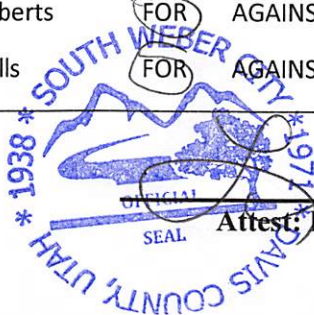


EXHIBIT A
CULINARY WATER WHEELING
AGREEMENT WITH WIWMD

CULINARY WATER WHEELING AGREEMENT

This Culinary Water Wheeling Agreement (the "Agreement") is entered into on the 15th day of November, 2022, by and between SOUTH WEBER CITY, a political subdivision of the State of Utah, having its principal business address as 1600 East South Weber Drive, South Weber, Utah (hereinafter "City"), and WASATCH INTEGRATED WASTE MANAGEMENT DISTRICT, a Utah special service district, having its principal business address as 1997 East 3500 North, Layton, Utah (hereinafter "District"), individually referred to as "Party" or collectively referred to as "Parties".

RECITALS

- A. WHEREAS, the District has existing culinary water shares through Weber Basin Water Conservancy District (WBWCD) and pays for the use of such shares directly to WBWCD;
- B. WHEREAS, the District is in need of a culinary water service connection for the conveyance of said culinary water shares to its existing property as shown in Exhibit 1 (hereinafter referred to as the "Connection");
- C. WHEREAS, the City has an existing culinary water pump station located at 3011 North Church Street, Layton, Utah where the Connection can be located;
- D. WHEREAS, pursuant to South Weber City Code 8-1-2, the District has made application with the City for the Connection;
- E. WHEREAS, the Parties are willing to perform their respective obligations under this Agreement in accordance with the description of the scope, costs, and other provisions of this Agreement; and
- F. NOW, THEREFORE, for the reasons cited above, and in consideration of the mutual covenants and agreements contained herein, the City and the District do mutually agree and undertake as follows:

Section One Scope of Agreement

Intent. The Parties intend by this Agreement for the City to allow for and the District to obtain one (1) City culinary water service connection.

Specifically, this Agreement addresses the obligations of the City and the District in relation to the construction, operation and maintenance, and wheeling fee of the Connection.

Section Two Construction

South Weber City agrees to:

1. Allow the District to make or construct a service Connection at the location shown in Exhibit 1;
2. Review construction plans and provide necessary approval to ensure the Connection conforms to the ordinances, regulations, specifications and standards of materials required by the City;
3. Inspect construction of Connection; and
4. Provide written acceptance of the final constructed Connection to the District.

The District agrees to:

1. Prepare stamped engineered construction plans for the construction of the Connection;
2. Obtain written approval from both the City and WBWCD for Connection Construction Plans and provide copies of approval to each entity;
3. Construct the Connection;
4. Obtain necessary inspections throughout construction; and
5. Provide a one-year warranty of the constructed Connection.

Section Three Ownership and Maintenance

1. **Ownership.**
 - a. Upon acceptance, the City shall own the Connection to the City's water line. The "Connection" is defined to be the saddle on the main, excluding the valve connected to the saddle.
 - b. The District shall own the valve that is connected to the saddle, and all downstream water facilities after the valve (with the exception of any other ownership and maintenance arrangement agreed to between the District and WBWCD).
2. **Maintenance.**
 - a. The City agrees to maintain the Connection.
 - b. The District agrees to maintain all water facilities past the Connection to the City's water line, as defined in Section 3, 1b above.
3. **Water Shares.** The District is responsible for maintaining the appropriate water shares and Agreement(s) as required by WBWCD.
4. **Meter Reading.** At the request of the City, the District shall provide daily meter readings for usage.

5. **Repair Required.**

a. **City.**

- i. The City shall not be responsible for any overages or fees incurred by the District during the investigation and repair of the Connection.
- ii. The City shall be responsible for all costs associated with repairs.
 1. **Exception.** If a repair is required during the initial one-year warranty period, the District shall be responsible for completing and paying for all repairs.

b. **District.**

- i. The District shall provide the City twenty-four (24) hours' notice if shut-off of the Connection is required.
- ii. Emergency or after-hours water-shut off shall be provided through the City's on-call Public Works system.
- iii. The District shall pay for all costs associated with these repairs.

6. **Suspected Leak or Pipe Breakage.** If the District or the City suspects a leak or defect in the Connection, both Parties agree to notify and repair said defect according to their responsibilities as listed in Section 3, Subsections 1, 2, and 5.

a. Notification shall be provided in writing to the other Party within two (2) business days.

b. Repair shall be completed within two (2) business days.

- i. **Non-Emergency.** In the event that such repair will require additional time, both Parties agree to provide the other Party with a written plan for repair.
- ii. **Emergency.** In the event of a major leak or a leak with the potential to cause damage to surrounding property, the responsible Party shall act immediately and notify the other Party within twenty-four (24) hours.

7. **Catastrophic Disaster.** In the event of a catastrophic disaster, the City shall cooperate with the District to continue to furnish water to the District. However, the City will fulfill its obligations to its citizens before water will be delivered to the District.

**Section Four
Payment**

The City and the District will establish and maintain their own budgets for expenses related to this Agreement.

1. The District will pay all costs related to engineering, design, approval, and construction of the Connection.
2. The District will pay the City an annual Wheeling Fee as detailed in Exhibit 2.

3. The City will send the District an invoice annually, beginning on the date of written acceptance of the Connection and each subsequent year thereafter. Payment shall apply to the current year of service.
4. Repairs and maintenance shall be as indicated in Section Three, Ownership and Maintenance.

**Section Five
General Provisions**

1. **Limitations.** Except as outlined by this Agreement or by an agreement separate from this Agreement, neither Party assumes any responsibility to inspect, install, operate, or otherwise maintain the other Party's property. Further, this Agreement does not impose on either Party any duty, fees, inspections, or any other types of activity outside the scope of this Agreement.
2. **Official Representative.** The Parties respectively designate the following persons to act as their authorized representative in matters and decisions pertaining to the timely performance of this Agreement.

South Weber City

David J. Larson

City Manager

801-479-3177

dlarson@southwebercity.com

Wasatch Integrated Waste Management District

Nathan B. Rich

Executive Director

801-614-5601

nathanr@wiwmd.org

3. **Term and Renewal.** This Agreement shall be for a period of ten (10) years beginning upon the effective date in Section 5, Subsection 5, or until such time as the Connection is no longer required, whichever comes first. This Agreement shall be renewable upon renegotiation and approval by the Parties.
4. **Termination.** This Agreement may be terminated by either Party upon ninety (90) days written notice from the terminating Party to the other. Upon agreed termination of this Agreement:
 - a. **District Termination.**
 - i. The District shall provide written notice that culinary water shares are no longer being conveyed through the Connection.
 - ii. The District shall have thirty (30) days to pay any outstanding balance owed to the City.
 - iii. The District must permanently disconnect from the City's system at their own expense.
 - b. **City Termination.**
 - i. If the City determines that the water usage by the District through the Connection is having a detrimental effect on the City's system, making it more difficult to fulfill its obligations to its citizens, it may provide written notice and documentation to the District.

1. If, upon receiving this notice from the City, the District desires to continue the Connection, the terms of this Agreement may be renegotiated.
 2. If the terms of this Agreement are not renegotiated, this Agreement shall terminate.
 - ii. If this Agreement is terminated under this subsection, the City must permanently disconnect the District from the City's system at the City's expense.
 - iii. The City shall pro-rate the District's annual Wheeling Fee and reimburse the District for any remaining portion. The reimbursement shall be calculated by the annual fee divided by the remaining number of months in the calendar year. The current month shall not be included in the calculation.
5. **Effective Date.** This Agreement shall become effective on the date of the Agreement listed above.
6. **Amendment.** This Agreement may be changed, modified, or amended by written agreement by the Parties.
7. **Entire Agreement.** This Agreement, together with any written amendments, shall constitute the entire agreement between the Parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either Party.
8. **Indemnification.** Each Party agrees to indemnify, defend, and save and hold the other Party and its respective officers, trustees, agents, employees, and permitted assigns harmless against and in respect of the following:
 - a. all claims, losses, liabilities, damages, costs, deficiencies, and expenses affecting any persons or property as a result of the indemnifying party's actions;
 - b. any misrepresentation, material omission, breach of warranty, or non-fulfillment of any covenant or agreement by the indemnifying party, relating to this Agreement; and
 - c. any and all actions, suits, proceedings, demands, assessments, judgments, costs, legal and accounting fees, and other expenses incident to any of the foregoing.
9. **Governmental Immunity.** The Parties recognize and acknowledge that the City and the District are both "governmental entities" as defined by the Governmental Immunity Act of Utah, codified at Section 63G-7-101, et seq., Utah Code Annotated, as amended, and nothing herein, including Section Five, Subsection 8 of this Agreement, is intended to waive or modify any rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the Party employing their services, even if performing functions outside of the territorial limits of such Party and shall be deemed officers and employees of such Party under the provisions of the Utah Governmental Immunity Act.

10. **Hired Consultant Status.** It is understood and agreed by the Parties that any consultant, including but not limited to the person, firm, or entity serving as City Engineer, Project Engineer, or the Contractor, shall not represent themselves as employees of the respective Parties.
11. **Documents on File.** Executed copies of this Agreement shall be placed on file in the office of the City Recorder and shall remain on file for public inspection for the duration of this Agreement.
12. **Governing Law.** It is understood and agreed by the Parties that this Agreement shall be governed by the laws of the State of Utah as to interpretation and performance.
13. **Non-transferable.** The rights, duties, powers and obligations of this Agreement may not be transferred, assigned or delegated without the consent of the Parties.
14. **Rules of Construction and Severability.** Standard rules of construction, as well as the context of this Agreement, shall be used to determine the meaning of the provisions herein, except as follows: If any of the provisions herein are different from what is normally allowed or required by law, every effort shall be made to construe the clauses to be legally binding and to infer voluntary arrangements which are in addition to what is normally allowed or required by law. If any provision, article, sentence, clause, phrase, or portion of this Agreement, including but not limited to any written amendments, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Agreement, unless the invalidation of the provision materially alters the Agreement by interfering with the purpose of this Agreement or by resulting in non-compliance with applicable law. If the invalidation of the provision materially alters this Agreement, then the Parties shall negotiate in good faith to modify this Agreement to match, as closely as possible, the original intent of the Parties. It is thus the intention of the Parties that each provision of this Agreement shall be deemed independent of all other provisions herein, as long as the overall purpose of this Agreement is preserved.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by and through their respective duly authorized representatives as of the day and year first written above.

(see signatures on following pages)


"City"

SOUTH WEBER CITY


David J. Larson, City Manager




ATTEST:

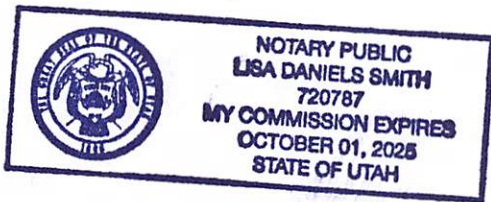

Lisa Smith, City Recorder

State of Utah)
) ss.
County of Davis)

Subscribe and sworn to before me on this 16th day of November 2022, by David J. Larson,
City Manager.

WITNESS my hand and official seal the day and year in this certificate first written above.


NOTARY PUBLIC



“District”

WASATCH INTEGRATED WASTE MANAGEMENT DISTRICT

Nathan B. Rich, Executive Director

State of Utah)

) ss

County of _____

On this _____ day of _____, 2022, personally appeared before me

Nathan B. Rich, whose identity is personally known to me (or proven on the

basis of satisfactory evidence) and who by me duly sworn/affirmed, did that that he is the

Executive Director, of Wasatch Integrated Waste Management District and that said

document was signed by him in behalf of Wasatch Integrated Waste Management District by Authority of its

Bylaws / Resolution of its Board of Directors, and said Nathan B. Rich acknowledged to me

that said Wasatch Integrated Waste Management District executed the same.

Witness my hand and official seal.

Notary Public



LEGEND

- CONNECTION LOCATION
- PUMP STATION
- RESERVOIRS
- SOUTH WEBER WATERLINES
- WBWCD WATERLINES
- SOUTH WEBER CITY BOUNDARY

EXHIBIT
1

SCALE: 1:6,000	DESIGNED KCT
DATE: 11/1/2022	DRAWN KCT
	CHECKED BKJ

SOUTH WEBER CITY
SWC/WIWMD CULINARY WATER WHEELING AGREEMENT

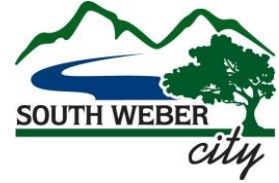
LOCATION MAP

JONES & ASSOCIATES
CONSULTING ENGINEERS
6080 Fashion Point Drive
South Ogden, Utah 84403 (801) 476-9767

Exhibit 2

SWC/WIWMD Culinary Water Wheeling Agreement

Wheeling Fee Calculation



Date: November 1, 2022

Item	Description	Qty	Unit	Unit Price	Total
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SWC Water Delivery - System Cost (Original Construction)

Pump Station to Compost Delivery Point

1	Church Street Pump Station Complete	1	LS	\$176,250	\$176,250
2	10" DIP cl-51 Waterline	5,450	lf	\$23	\$125,350
3	10" Gate Valve	4	ea	\$1,665	\$6,660
4	Air/Vac Station	6	ea	\$3,690	\$22,140

ORIGINAL CONSTRUCTION COST (Pump Station to Delivery) = \$330,400

Design Life 50

Original Construction Year 2011

Current Year 2023

Average Construction Cost Index 3%

2023 Replacement Cost \$471,071

Delivery System - Cost per Year (\$/yr) \$9,421

Pumping System (Power) - Cost per Year (\$/yr) \$6,050

Pump Station Peak Flow Rate (gpm) 700

Compost Site Peak Flow Rate (gpm) 290

Compost Site Portion (%) 41%

Compost Site - Operation Using SWC System (months) 4

Compost Site - Operation Using SWC System (%/yr) 33%

Compost Site - 2023 System Cost per Year (\$/yr) \$2,093

<u>Year</u>	<u>Annual Cost</u>
2024	2,156
2025	2,221
2026	2,288
2027	2,357
2028	2,428
2029	2,501
2030	2,576
2031	2,653
2032	2,733
2033	2,815