CITY OF MOAB RESOLUTION NO. 28-2019

A RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN SAN JUAN SPANISH VALLEY SPECIAL SERVICES DISTRICT AND THE CITY OF MOAB

The following findings describe the reasons for this resolution and explain its purpose:

a. The City of Moab ("Moab") has determined that it is in the best interest of the community to enter into a cooperative agreement with San Juan Spanish Valley Special Services District (District) to provide sewer services for the portion of San Juan County in Spanish Valley.
b. Moab, pursuant to Utah Code Ann. § 10-8-38, is authorized to acquire and operate systems for the collection, treatment and disposition of sewage (a "Wastewater System").
c. Moab has designed and constructed a new sewage treatment plant with increased capacity for the future (the "new Treatment Plant").
d. The new Moab Treatment Plant was designed to have additional capacity, compared to the Old Treatment Plant, for the conveyance and treatment of wastewater for Moab and other contracted Users.
e. The District is in need of current and additional future treatment services and additional capacity for the treatment of wastewater.
f. Moab intends to operate its New Treatment Plant as a regional facility and is willing to accept users.
g. Moab and the District deem it to be in the public interest to enter into this Agreement whereby Moab will continue to receive and treat District wastewater.
h. The attached agreement provides for the funding and coordination of such services.

Now therefore, the City of Moab resolves to adopt the Agreement in substantially the form presented to this meeting of the City Council, and authorize the appropriate individuals to execute and deliver said Agreement.

PASSED AND APPROVED by a majority of the City Council, this 23rd day of April, 2019.

By: ________________________________ 4/23/19
Emily S. Niehaus, Mayor

Attest:

By: ________________________________ 4/23/19
Sommar Johnson, Recorder
INTERLOCAL COOPERATION AGREEMENT

This Agreement is made and entered into by and between the City of MOAB, Utah, a Utah municipal corporation, hereinafter referred to as “MOAB” and San Juan Spanish Valley Special Servicer District, an improvement district and a political subdivision of the state of Utah, hereinafter referred to as “DISTRICT”.

WHEREAS, MOAB, pursuant to Utah Code Ann. § 10-8-38, is authorized to acquire and operate systems for the collection, treatment, and disposition of sewage (a “Wastewater System”); and

WHEREAS, MOAB owns and operates a Wastewater System, including facilities for the conveyance and treatment of domestic, commercial and industrial Wastewater; and

WHEREAS, MOAB has designed and constructed a new sewage treatment plant with increased capacity for the future (the “Treatment Plant”); and

WHEREAS, the new Moab Treatment Plant has additional capacity for the conveyance and treatment of wastewater for Moab and other contracted Users; and

WHEREAS, the Moab Treatment Plant has acquired a Discharge Permit issued by the DWQ, which Permit describes the discharge requirements and treatment capability of MOAB’s Sewage Treatment Plant or, among other things, limitations of the strength of wastewater influent; and

WHEREAS, the DISTRICT, by this agreement with MOAB, the right to certain capacity in the Current Treatment Plant; and

WHEREAS, pursuant to Utah Code Ann. § 11-8-1, municipalities and improvement districts are expressly authorized to enter into contracts for sewage treatment and disposal services, which authority is separate from and in addition to the authority granted under the Impact Fees Act, Title 11, Chapter 36a, of the Utah Code; and

WHEREAS, DISTRICT is interested in providing for its existing capacity in the Treatment Plant; and

WHEREAS, DISTRICT is in need of additional future treatment services and additional capacity for the treatment of Wastewater; and

WHEREAS, MOAB intends to operate its Treatment Plant as a regional facility and is willing to accept Users; and
WHEREAS, MOAB and DISTRICT deem it to be in the public interest to enter into this Agreement whereby MOAB will receive and treat DISTRICT Wastewater; and

WHEREAS, DISTRICT is willing to pay its proportionate share of the costs of interconnection and transmission and to pay for treatment services and expenses for the domestic, commercial and industrial wastewater generated and conveyed to the Treatment Plant through the DISTRICT Wastewater System as described in this Agreement; and

WHEREAS, it is necessary that all Users pay their fair share of costs associated with MOAB Wastewater System including treatment and transmission; and

WHEREAS, it is the intent of the parties that MOAB will establish and collect an Impact Fee from all new Customers or Connections including DISTRICT Customers; and

WHEREAS, MOAB and DISTRICT intend to work cooperatively to provide their citizens and Customers with safe, effective, and environmentally sound wastewater treatment services; and

WHEREAS, MOAB will consider DISTRICT a User of its Wastewater system, and as such, DISTRICT will be regarded in the same manner as other Users of MOAB Wastewater System in regards to the cost of service based rate setting and surcharges; and

WHEREAS, MOAB and DISTRICT desire to comply with applicable federal and state requirements dealing with wastewater treatment and pollution control; and

WHEREAS, MOAB and DISTRICT recognize that the public interest will be served and that economic savings will be recognized by avoiding duplication of services and facilities.

NOW, THEREFORE, in consideration of mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between MOAB and DISTRICT as follows:

Article 1. Definitions. For the purpose of this Agreement the following terms are defined as follows:

The agreement shall mean this Interlocal Cooperation Agreement for Conveyance and Treatment of Wastewater between MOAB and DISTRICT.

Capacity Fee shall mean the costs associated with the capital costs of the MOAB Wastewater System identified in the Moab Wastewater Impact Fee Analysis to be paid by each Equivalent Residential Unit connecting to the MOAB Wastewater System through the DISTRICT Wastewater System.
**Connection Point** shall mean the location(s) where the DISTRICT sewer collection lines connect to the MOAB collection lines for conveyance to the MOAB Wastewater System. Each Connection Point shall delineate the point of ownership, operation, and maintenance responsibility transfer between the DISTRICT Wastewater System and MOAB Wastewater System.

**Customer** shall mean the individual homes, commercial, governmental, manufacturing, or industrial businesses that are connected to the User’s Wastewater System that are collected and treated in the MOAB Wastewater System.

**Discharge Permit** shall mean a permit issued by DWQ to allow MOAB to discharge treated wastewater from either the Treatment Plant to waters of the state of Utah, specifically the Colorado River.

**DISTRICT** shall mean the Spanish Valley Water & Sewer Improvement District.

**DISTRICT Wastewater System** shall mean all properties and facilities, whether leased, owned, or otherwise controlled, operated or maintained by DISTRICT, used for the collection, conveyance, and/or treatment of Wastewater within DISTRICT.

**Equivalent Residential Unit (ERU)** is a unit of measure used to equate non-residential or multi-family residential water usage to a specific number of single-family residences. For purposes of this Agreement, one ERU is the equivalent of a typical single-family home. An ERU is the unit of measurement for the impact fee calculation.

**Force Majeure** shall mean a cause or causes beyond the reasonable control of the party claiming Force Majeure and shall include, but is not limited to, natural disasters, strikes, lockouts, or other industrial disturbances, acts of a public enemy, orders of any kind from the United States of America or the state of Utah or any civil or military authority having jurisdiction, insurrections, riots, epidemics, lightening, fires, hurricanes, storms, floods, tornadoes, washouts, earthquakes, droughts, restraint of government and people, civil disturbances, explosions and breakage or unavoidable accidents to machinery, pipelines or facilities. However, the parties agree that a mere increase in operating costs shall not, by itself, constitute an event of Force Majeure.

**Impact Fee** shall mean a Capacity Fee charged to a new building or project that will require a new wastewater connection to send Wastewater to the Moab Wastewater System adopted and amended from time to time by MOAB in accordance with the Utah Impact Fees Act.

**Infiltration** shall mean the leakage of storm water or ground water into a Wastewater System.

**Meter Station** shall mean a flow metering station for measuring wastewater flows.

**MOAB** shall mean Moab City, a municipal corporation in the state of Utah.
MOAB Wastewater System shall mean all properties and facilities, whether leased, owned, or otherwise controlled, operated, or maintained by MOAB, used for the collection, conveyance, treatment, and discharge of Wastewater within MOAB.

Monthly Rate or Service Charge shall mean the standard cost-based charges developed through the then current Moab Rate Study required to be paid by Customers of MOAB or DISTRICT for their specific amount of discharge into the Wastewater System. It is not anticipated that the Monthly Rate will be the same for MOAB Customers and DISTRICT Customers because MOAB will incur costs that benefit only its Customers and cannot properly be allocated to DISTRICT Customers, and DISTRICT may incur costs that are unique to DISTRICT Customers and do not benefit MOAB Customers.

MOAB Treatment Plant (Treatment Plant) shall mean the Moab City Wastewater Treatment Plant which was opened in the Fall of 2018.

Periodic Basis is a reoccurring event with consistent timing.

Pre-treatment shall mean a Customer-owned device or Customer implemented process, that is intended to remove untreatable products from the Wastewater or intended to prevent influent from exceeding the Wastewater Permit, prior to sending it into the MOAB Wastewater System.

Pre-Treatment Permit shall mean a permit required by all non-residential uses which may affect the influent and thereby MOAB’s ability to process sewage within User’s service area, who will be connected to the MOAB Treatment Plant.

Pre-Treatment Program shall mean a DWQ approved pre-treatment program that is implemented to prohibit unacceptable or untreatable flows to MOAB’s Treatment Plant.

Rate Study shall mean a good faith comprehensive analysis of operating and maintenance costs of the Moab Wastewater System and a comparison of the costs against currently applicable rates and fees.

Resolution shall mean a formal expression of the opinion or will of MOAB or DISTRICT, adopted by the applicable legislative body. A resolution may be a statement of policy by the MOAB or district governing body (City Council or DISTRICT board of trustees) or an order of the governing body that a specific action be taken.

Reuse Water shall mean treated effluent wastewater discharged from the MOAB Treatment Plant that may be diverted from the effluent stream for other non-potable applications in accordance with applicable law.
**Septage** shall mean excrement and other waste material contained in or removed from a septic tank, pit toilet or other physical storage location on state or federal lands as well as private property locations.

*Treatment Plant* shall mean the Moab City Wastewater Treatment Plant which was opened in the Fall of 2018.

*Treatment Service Area* shall mean the service areas as the Users are accepted into the MOAB Wastewater Treatment Plant and any additional areas added to Users service areas that are accepted by MOAB.

*Total influent* shall mean wastewater flows from all sources in the wastewater collection system (except septic).

*Useful Life of the MOAB Wastewater Treatment Plant* shall mean the period during which the Wastewater Treatment Plant is expected to be usable for the purpose of adequate treatment of Wastewater in accordance with DWQ Discharge Permit. The Useful Life may or may not correspond with the actual physical life or economic life.

*User* shall mean any entity including the DISTRICT and MOAB transferring their Wastewater and/or Septage to the MOAB Wastewater System for transmission, collection, and treatment.

*Wastewater* shall mean the spent water of a community, including but not limited to a combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants, and institutions, together with any ground water, surface water, and storm water infiltration into the community’s Wastewater System.

**Article 2. Scope.**

2.1 **Purpose.** The purpose of this Agreement is to set forth the conditions by which DISTRICT may transfer its existing capacity in the Moab Treatment Plant and the conditions for the DISTRICT to continue to discharge Wastewater into the MOAB Wastewater System for conveyance and treatment services and to establish mutually acceptable standards and procedures.

2.2 **Wastewater permit.** MOAB will issue a Wastewater Permit to DISTRICT setting forth the parameters, standards, and requirements for the discharge of Wastewater into the MOAB Wastewater System based upon MOAB’s DWQ issued Discharge Permit and the biological and hydraulic capacity of the MOAB Treatment Plant in addition to the provisions contained in this Agreement. Any renewal of the Wastewater Permit will occur within six (6) months of renewal of MOAB’S DWQ Discharge Permit.

2.3 **Compliance.** The parties intend that both parties shall comply with all requirements, parameters, conditions, and standards contained within this Agreement as well as those contained within the Wastewater Permit.
2.4 **Enforcement of Laws.** To the extent allowed by law, MOAB and DISTRICT shall enforce all federal, state and local laws as they relate to the development, construction, maintenance and operation of their respective Wastewater Systems, including pretreatment requirements imposed by law or permit.

2.5 **Prior Agreements.** This Agreement supersedes any other wastewater agreements between MOAB and DISTRICT if any.

**Article 3.** **Term.**

3.1 **Commencement of Term.** Having already been reviewed by attorneys representing each party, this Agreement shall become effective upon (i) its approval as reflected in a resolution adopted by each governing body and its execution by both parties and (ii) the filing of an executed copy of this Agreement with the keeper of records of each of the parties (the “Effective Date”) as required by the Interlocal Cooperation Act.

3.2 **Duration of Agreement.** Except in the event of early termination as provided herein, the term of this Agreement shall end at the expiration of the Useful Life of the MOAB Treatment Plant, including the subsequent planned expansion, or fifty (50) years, whichever is sooner.

3.3 **MOAB Treatment Plant.** The discharge of the DISTRICT Wastewater to the MOAB Wastewater System pursuant to this Agreement is allowed following the execution of this Interlocal Agreement.

**Article 4.** **Termination of Agreement.**

4.1 **Termination Due to Material Breach.** Either party shall have the right to terminate this Agreement in the event of a material breach of the provisions of this Agreement by the other if the defaulting party has not cured or reasonably started to cure such material breach within six (6) months after the non-defaulting party has made written demand to cure the same.

A. Events that may constitute a "material breach" of this Agreement by DISTRICT include but are not limited to:
1. Exceeding the limitations set forth herein;

2. Failure to take action in the event of discharge from the DISTRICT Wastewater System of harmful substances in excess of the quantity or concentrations permitted by local, state and/or federal laws;

3. Failure to enforce any material, local, state and/or federal rule, regulation, law or procedure as it relates to the development, maintenance or operation of the DISTRICT’s Wastewater System;

4. Failure to comply with the requirements of the Wastewater Permit;

5. Remaining delinquent for any payment due hereunder for a period of ninety (90) days after receiving notice of thereof from MOAB. MOAB agrees that in the event DISTRICT disputes any charge or fee imposed by MOAB, DISTRICT may pay the disputed portion of the bill under protest pending a resolution of the dispute; and

6. Failure to perform any material covenant or obligation contained in this Agreement.

B. Events that may constitute a “material breach” of this Agreement by MOAB include but are not limited to:

1. Exceeding the limitations set forth in the DWQ issued Discharge Permit;

2. Failure to comply with any local, state and/or federal rule, regulation, law or procedure as it relates to MOAB’s Wastewater System; and

3. Failure to comply with the DWQ issued Discharge Permit;

4. Failure to perform any material covenant or obligation contained in this Agreement.

4.2 Mutual Agreement. This Agreement may be terminated by the mutual consent of MOAB and DISTRICT by resolution duly adopted by the governing body of each entity.

4.3 Continuing Responsibilities. No termination of this Agreement shall terminate the right of either party to any indemnification, payment or other outstanding performance, remedy or recourse arising with respect to an event, circumstance or event of default occurring or existing prior to the date of termination.

Article 5. Initial Buy-In to MOAB Wastewater Treatment Plant.

5.1 Capital Contribution. FORTHCOMING

5.2 Capacity. Capacity shall be allocated between the MOAB and the DISTRICT based on the total ERUs currently utilized by each entity. By reference in the Technical Memorandum, Exhibit 1, MOAB is accepting the existing DISTRICT ERUs (flows) of Two Hundred Forty (240) ERUs and the DISTRICT’s current list of Customers and equivalent ERUs. The
DISTRICT and MOAB agree on their total current ERUs as of March 20, 2019. MOAB acknowledges that the DISTRICT calculated design capacity is One Thousand Nine Hundred Eighty Two (1982) connections at full build out.

Article 6. Fees and Charges.

6.1 Fees and Charges. DISTRICT agrees to pay to MOAB the duly adopted Monthly Rate or Service Charge for the DISTRICT and its Customers. It is understood and agreed by DISTRICT that the charges do not include unanticipated or emergency capital repairs to the MOAB Wastewater System and that the charges set forth herein are subject to periodic adjustments as provided herein for both Monthly Rates and Impact Fees. All fees, costs of services and establishment of rates to be charged by MOAB for the services provided to DISTRICT shall be based upon the most recent Moab Wastewater Monthly Rate Study and Impact Fee Study.

6.2 Impact Fees. MOAB has adopted Impact Fees for all Users including DISTRICT and any new Customers in their Service Area. The DISTRICT agrees that it will act as MOAB’s agent to collect the Impact Fees from those Customers connecting to DISTRICT Wastewater System. The costs of the Impact Fee Studies shall be included in the calculation of an allowable Impact Fee. The DISTRICT shall collect and remit Impact Fees in accordance with the currently approved Impact Fee study at the time of Building Permit of each new Customer. The Impact Fees shall be collected by the DISTRICT and remanded to the City every thirty days for each and every new connection to the DISTRICT Wastewater System. Additionally, DISTRICT understands and agrees that MOAB may also impose Impact Fees for all additional ERUs of new or additional facilities. The DISTRICT hereby specifically agrees that if it fails to collect an Impact Fee from one of its Customers the DISTRICT shall be responsible to pay to MOAB the amount of the uncollected Impact Fee to MOAB as if the DISTRICT had actually collected the fee from its Customer.

6.3 Periodic Rate Study and Impact Fee Studies. MOAB hereby agrees that it will undertake a Monthly Rate Study and Impact Fees study on a Periodic Basis to ensure that costs are appropriately distributed to Users. MOAB agrees that the DISTRICT will have the
opportunity to review and comment on the methodology and results of any such studies. MOAB will notify Users including the DISTRICT three (3) months before the commencement of the Studies. MOAB will provide studies consistent with the Impact Fees Act. MOAB agrees to provide the DISTRICT sufficient budgetary information necessary to explain the MOAB Wastewater System revenues and expenditures, fees charges, and how the fees were developed. DISTRICT shall have the opportunity to review and provide comment on the budgetary information and reports (including Monthly Rate Study and Impact Fees Study) used to develop such fees.

64 Other Fees and Charges. DISTRICT agrees to pay to MOAB costs of operation, maintenance, repair and capital charges that are not covered by any Impact Fee (based on actual costs) or other payment to MOAB by DISTRICT as set forth in this Agreement. It is understood and agreed by the parties that the charges to DISTRICT do not include unanticipated or emergency capital repairs to the MOAB Wastewater System and that the charges herein may be subject to annual adjustment as provided in this Agreement.

65 Cooperation. MOAB and DISTRICT acknowledge that with the anticipated length of the term of this Agreement it is difficult to know and anticipate all types of issues or costs for the operation of the MOAB Wastewater Systems; both the DISTRICT and MOAB will collaborate and cooperate on funding that may necessary to meet compliance, operation or treatment in the future.

Article 7. Billing and Payment

71 Monthly Rate and Fees. On or before the 28th day of each month, DISTRICT shall remit payment for all appropriate billed Service Charges. Such a bill shall become due and payable within thirty (30) days from the billing date. Any balance remaining unpaid thirty (30) days from the date the billing is received by DISTRICT shall be considered delinquent and accrue a surcharge for delinquency based on current lawful MOAB policies. DISTRICT shall note any new DISTRICT Customers each month.

72 Impact Fees. On or before the 28th day of each month, the DISTRICT shall remit payment with addresses for all Impact Fees collected. Such a bill shall become due and payable within thirty (30) days from the billing date. Any balance remaining unpaid thirty (30) days from the date issued shall be considered delinquent and accrue a surcharge for delinquency based on current City policies. The report will include new Customer type (i.e. gas station, restaurant, and single family residence), name, address and number of ERUs and fee.

73 Billing Disputes. Any disputes on billing shall be presented to the other party in writing. MOAB and DISTRICT agree to attempt in good faith to resolve billing disputes. The resolution shall be paid within two (2) weeks of resolution of the dispute.
Article 8. Pretreatment Program

81 Pretreatment Program. It is agreed and understood that MOAB intends to adopt a Pretreatment Program. MOAB and DISTRICT agree to work cooperatively to have the Pretreatment Program approved by DWQ to insure MOAB Wastewater System performance and regulatory compliance. MOAB will require all Users to meet, at a minimum, the federal, state and local requirements for Pre-Treatment. MOAB agrees and understands that the intent of the Pretreatment Program is to protect the wastewater systems and plant and not to limit commerce. MOAB agrees that prior to adopting or amending the Pretreatment Program that it will allow reasonable input from Users including the DISTRICT. It is hereby agreed and understood that the Pre-treatment Program is subject to updates and changes as required to meet MOAB’s Discharge Permit or changes at the state or federal level. DISTRICT agrees to adopt policies that perpetually implement and enforce the Pre-Treatment Program.

82 Pre-Treatment Permit. The parties recognize that there are corrosives and other chemical concentrations that will cause significant difficulty for the plant to operate. The Pre-Treatment Permit will define these chemicals and reasonable limitations. Some limitations may require DISTRICT Customers to perform Pre-Treatment. All costs of the Pre-Treatment for the DISTRICT Customers in compliance with this paragraph shall be the responsibility of the DISTRICT, but may be passed on to the responsible DISTRICT customer. All non-residential uses which may affect the influent and thereby MOAB’s ability to process sewage will be required to maintain a Pre-Treatment Permit from MOAB. The terms and provisions of the Pre-Treatment Permit issued on an annual basis by MOAB to DISTRICT’s commercial, industrial or manufacturing Customers shall be within the requirements of the Pre-Treatment Program as adopted. The DISTRICT agrees to be responsible to adopt a Resolution providing for the enforcement of the Pre-Treatment Permit compliance of their Customers and shall work with MOAB to ensure timely compliance. The enforcement shall incorporate typical methods including but not limited to interruption of water service. The DISTRICT will comply with whatever the MOAB defines as this enforcement process in the accepted Pre-Treatment Regulations and in accordance with this Agreement. The Pre-Treatment requirements may be implemented by MOAB regardless of the total flows of wastewater through the MOAB Wastewater System.

Article 9. Monitoring, Sampling, and Measurement of Wastewater

9.1 Flow Measurement and Recording. DISTRICT agrees to maintain an automatic flow measuring and recording system for the purpose of accurately measuring the flow from its Wastewater System at one existing location at or near the San Juan Grand County boundary as shown on Exhibit 2. MOAB and DISTRICT agree to the joint use of the automatic flow measuring and recording system but DISTRICT agrees to maintain the flow measuring and recording system. DISTRICT may be permitted to add a new connection point with the review and reasonable approval of the system receiving the connection.
9.2 **SCADA.** DISTRICT shall cooperate with and assist MOAB in connecting a Supervisory Control and Data Acquisition (SCADA) system to the DISTRICT measuring and recording system. MOAB and DISTRICT shall cooperate in the maintenance and operation of shared Project Instrumentation and Controls including SCADA system components within DISTRICT at three metered locations, or others as necessary to assist with the control, monitoring and metering of DISTRICT’s wastewater influent. The SCADA system will have remote read capability which will be available instantaneously in real-time. Respecting the SCADA system only, MOAB shall pay for telemetry and DISTRICT shall pay all other costs.

9.3 **Inspection and Calibration.** DISTRICT shall be responsible for the inspection, testing, and calibration of flow measuring devices at the meter locations. Each flow measuring device shall be calibrated annually and DISTRICT shall share results of the calibration of the measuring devices with MOAB.

9.4 **Disruption of Service.** If an emergency interruption of wastewater service becomes necessary or occurs through a natural disaster, DISTRICT and MOAB agree that it is in the best interest of both parties to work cooperatively to determine a satisfactory response plan to best accommodate the needs of both parties and their Customers. Upon execution of this Agreement, the parties’ operational staffs will develop emergency operational protocols to address such an event, should it occur.

9.5 **Testing and Sampling.** To ensure that wastewater flows from DISTRICT are in compliance with applicable federal, state and local requirements, DISTRICT will provide MOAB reasonable access to its Wastewater System to perform testing at the Connection Points identified in Section 9.1 above. MOAB shall perform all testing and sampling of wastewater and determine the type of tests to be performed, the frequency of sampling, limits for test compliance, sampling methods, and points of sampling. These parameters may be subject to change from time to time at MOAB’s reasonable discretion. At a minimum, annual sampling will be performed. The cost of the testing will be considered operational costs in all Rate Studies. If MOAB’s testing determines that there are compliance issues with the DISTRICT’s Influent, MOAB will assist DISTRICT to identify the specific issue and the source of the same. DISTRICT may request testing at the Treatment Plant or elsewhere in MOAB’s Wastewater System for comparable results related to DISTRICT’s Wastewater System and MOAB will implement any such reasonable request and will actively assist DISTRICT in the conduct of such testing.

**Article 10. Wastewater Reuse.** Any reuse of treated effluent by either party will be governed by the Wastewater Reuse Act, Title 73, Chapter 3c, of the Utah Code. The parties agree reasonably to cooperate with each other in effectuating the reuse of treated effluent discharged from any Treatment Plant operated by MOAB, provided that such cooperation shall be without cost, loss, liability or risk to the party that is asked to cooperate with the other party’s reuse project unless the cooperating party voluntarily agrees otherwise.
Article 11. Planning for Service Areas. The service area for this Agreement will include all wastewater services for the entire MOAB City limits as well as the entire Spanish Valley Water and Sewer Improvement District service area as shown in Exhibit 3. This Agreement anticipates that the MOAB or DISTRICT may desire to incorporate a portion of San Juan County into the Wastewater Treatment Plant service area. MOAB will review and consider an application by any User for changes in the Treatment Service area.

Article 12. Planning for Future Agreements. Parties anticipate that planning for additional capacity beyond the current planned capacity will begin at the point at which eighty-five (85%) percent of available capacity is being utilized in the Treatment Plant. The rate of new development may impact the timing for the development of the next phase (i.e. if development and growth are occurring at a more rapid pace than anticipated, the design and construction of additional capacity may be initiated at 80% of capacity).

Article 13. Uniform Sewer Standards. Within six months after the Effective Date of this Agreement, MOAB and DISTRICT will begin a process to develop and approve, (through the MOAB City Council and the DISTRICT Board of Trustees), the joint standards for Collection as well as MOAB’s standards and requirements for wastewater treatment. This process shall be completed within one year after the Effective Date of this Agreement. Both parties agree to implement and enforce these standards and requirements with all Customers in their respective jurisdictions.

Article 14. Allocation of Capacity. Treatment plant capacity shall be allocated on a first-come, first served basis for all Users, and will be calculated based upon Equivalent Residential Units (ERUs).

Article 15. Responsibilities of MOAB

15.1 MOAB Responsibilities. MOAB agrees to receive and treat DISTRICT wastewater in accordance with the provisions of this Agreement and in compliance with all applicable existing or future laws, rules, regulations, ordinances, water quality standards, orders and decrees of any governmental authority having jurisdiction over the treatment and disposal of said wastewater. In the event that future regulatory changes require a greater degree of treatment, MOAB shall comply with such requirements. The cost associated with performing a higher degree of treatment because of a change in state of Utah requirements may be incorporated in the cost of services (Monthly Rates) and Impact Fees as stated herein and, if necessary, DISTRICT may be assessed an adjusted rate for wastewater disposal based on the results of the cost of services modifications.
15.2 **Operation.** MOAB shall operate, maintain and repair the MOAB Wastewater System in compliance with all applicable local, state and federal laws, rules and regulations.

15.3 **Regulatory Permits.** MOAB shall collaborate and cooperate with DISTRICT on applications and permits required from any Health Department, DWQ, federal EPA, or any other applicable regulatory agency as necessary or appropriate for the operation or of the Treatment Plant.

15.4 **Ownership.** MOAB shall own all interconnection Wastewater facilities from the Connection Points to the MOAB Wastewater Treatment Plant.

15.5 **Maintenance.** MOAB shall be responsible for any and all maintenance and repair of MOAB’S Treatment Plant and the MOAB Wastewater System.

15.6 **Determination of Available Capacity.** MOAB’s Treatment Plant is MOAB City’s asset and facility. It is agreed and understood that MOAB has the authority to determine if the MOAB Treatment Plant has available capacity and if Pre-Treatment requirements are necessary for the acceptance of new flows into the MOAB Wastewater Treatment Plant. This review shall occur during the DISTRICT’s plan review process for all new developments outside of MOAB. During this process, MOAB shall require and the DISTRICT agrees to provide to MOAB information to ensure that all activities of the development shall meet the MOAB Discharge Permit requirements. The DISTRICT agrees that no new non-residential connections will be approved without first being reviewed and signed off with MOAB’s agreement so that there is available capacity and what, if any, are the Pre-Treatment requirements. This will be provided in a written “will serve” letter. When there is available capacity under 85%, MOAB will review residential developments over 50 units and all non-residential projects; if the MOAB Treatment Plant is at 90% capacity or above, all residential projects over 10 units and all non-residential uses will be reviewed; at 95% capacity, all new connections will be reviewed for available capacity and Pre-Treatment requirements. The Current Treatment Plant is at 95% capacity and the DISTRICT hereby acknowledges and agrees that all new connections to the Treatment Plant will be subject to review and approval by MOAB prior to connection the system. The percent of capacity will be determined based on least available capacity (at the time of this Agreement, February and March). MOAB and DISTRICT will cooperate to make these new approvals equitable and timely.

**Article 16.** Responsibilities of DISTRICT.

16.1 **DISTRICT Responsibilities.** DISTRICT is responsible for all design, engineering, and construction costs to convey Wastewater from the DISTRICT’s service area to the Connection Point(s)
, including the construction and installation of any necessary pipes and facilities to the Connection Point(s). Attached hereto as Exhibit 2 is a diagram of the existing configuration and location of the Connection Point(s), which may be modified as mutually agreed by the parties.

16.2 Interconnect Lines. DISTRICT shall maintain the lines up to the interconnect point of each of the three existing connections. DISTRICT shall, at its cost, be responsible for the ownership, operation, and maintenance of these lines to each Connection Point and be responsible for the Wastewater System upstream of the Connection Points.

16.3 Compliance. DISTRICT shall operate, maintain and repair the DISTRICT’s Wastewater System in accordance with applicable local, state and federal requirements.

16.4 Pre-Treatment Program. DISTRICT is responsible for enforcing any DWQ approved Pre-Treatment Program upon its Customers.

16.5 Collection of Fees. DISTRICT will collect rates and fees due to MOAB directly from their Customers. The DISTRICT is responsible to remit all funds due and the DISTRICT is responsible to collect any unpaid DISTRICT Customer fees owed to MOAB.

16.6 Cooperation. DISTRICT shall collaborate and cooperate with MOAB on applications and permits required from any Health Department, Department of Environmental Quality, DWQ or EPA, or any other applicable regulatory agency, as necessary for the operation of the MOAB Wastewater Treatment Plant.

Article 17. Control and Ownership of Wastewater System

17.1 Respective Systems. MOAB and DISTRICT shall control, own, operate and maintain their respective Wastewater Collection Systems.

17.2 MOAB Wastewater System. Except as otherwise provided in this Agreement, DISTRICT shall have no ownership rights in, to or over the MOAB Wastewater System nor shall it have any rights to control or operate such System.

17.3 DISTRICT Wastewater System. Except as otherwise provided in this Agreement, MOAB shall have no ownership rights in, to or over the DISTRICT Wastewater System nor shall it have any rights to control or operate such System.

17.4 Management of MOAB System. Except as otherwise provided in this Agreement, DISTRICT shall have no right to participate in the management and operation of the MOAB Wastewater System.
17.5 Management of DISTRICT System. Except as otherwise provided in this Agreement, MOAB shall have no right to participate in the management and operation of the DISTRICT Wastewater System.

Article 18. Enforcement of Regulation of Wastewater Discharge Requirements.

181 Prohibited Wastewater. If DISTRICT discharges prohibited wastewater (as defined by the Wastewater Permit) into the MOAB Wastewater System, the entities shall cooperate in taking forthright action to eliminate the prohibited flow. Both parties agree that, depending upon the seriousness of the harm being done or the potential for harm to be done to the MOAB Wastewater System or to the health or safety of the public, or to the environment, and with notice to DISTRICT, MOAB may temporarily suspend taking the specific flow containing prohibited wastewater, and service to the offending DISTRICT Customer, if such Customer can be identified, may be disconnected until a resolution of the problem flow is achieved. MOAB agrees to take equivalent steps if MOAB has a Customer who is sending prohibited wastewater to the MOAB Treatment Plant.

182 Possible Surcharge. If DISTRICT delivers Wastewater to the MOAB Wastewater System that exceeds the Wastewater Permit, MOAB may impose a surcharge to the DISTRICT. DISTRICT agrees to pay the surcharge regardless of whether it collects such amount from the offending Customer.


19.1 Authority. MOAB and DISTRICT are authorized to enter into this Agreement under the laws of the state of Utah pursuant to the Interlocal Cooperation Act, Utah Code Annotated §§ 11-13-1, et seq. They also have statutory authority to enter into this Agreement separate and apart from the Interlocal Cooperation Act. It is the intent of the parties, should any part or provision of this Agreement not comport with requirements of the Interlocal Cooperation Act, that such part or provision nonetheless be binding and enforceable to the maximum extent allowed by law other than the Act.

19.2 Cooperation. MOAB and DISTRICT agree to work cooperatively in the enforcement of their respective sewer use ordinances and resolutions and all applicable local, state and/or federal laws.

19.3 Corrective Action. If MOAB reasonably determines that the characteristic of the DISTRICT's wastewater flows cause or contribute to the degradation of the MOAB Wastewater System, despite the parties compliance with developed operation, monitoring and maintenance schedules, all applicable permits, sewer use ordinances and resolutions, and applicable pretreatment requirements (if any), MOAB shall notify DISTRICT in writing and shall establish not less than thirty (30) days for DISTRICT to initiate any needed corrective action, which may include investigation, testing and/or inspection. IF DISTRICT fails to act in good faith to initiate a cure within thirty (30) days after receiving the notice and to
correct the noncompliant characteristic within thirty (30) days thereafter, MOAB may take corrective action and assess the reasonable cost of the action to DISTRICT. MOAB shall take quick action to cure any degradation that occurs in the MOAB Wastewater System due to any MOAB Customer or otherwise.

19.4 State and Federal Jurisdiction. This Agreement is subject to the lawful rules, regulations, decisions, orders or directives of the U.S. Environmental Protection Agency (EPA) and of any agency of the state and/or federal government with jurisdiction over the parties or the subject matter of this Agreement.

19.5 Right to Discharge. DISTRICT shall have the right to discharge into the MOAB Wastewater System domestic, commercial, and industrial wastewater as long as DISTRICT complies with the provisions of this Agreement, applicable law, and any applicable permit.

Article 20. Disputes and Remedies.

20.1 Scope of Dispute Resolution. The parties acknowledge that disputes regarding the interpretation or application of this Agreement may arise from time to time and agree that, subject to other provisions of this Agreement, each party shall attempt to resolve such disputes according to the provisions of this Article, unless otherwise provided in this Agreement. The parties do not intend to limit the type of disputes or disagreements arising under this Agreement which may be submitted to the dispute resolution procedures as set forth herein.

20.2 Request for Clarification. In the event of an issue or question by either party regarding any aspect of this Agreement, both parties shall attempt in good faith to resolve that issue or answer that question amicably before proceeding to the remedies set forth in this Article. Such resolution effort shall include communication between the parties outlining the particular issues, proposing solutions, and any other action necessary to resolve the dispute. The parties agree that a request for clarification and any response thereto should be completed no later than thirty (30) calendar days after the request for the clarification is made.

20.3 Negotiation. When a disagreement or dispute arises over the interpretation or application of any provision of this Agreement, and such dispute does not constitute an event of default, the parties will each direct staff members as they deem appropriate to meet at a mutually convenient time and place to attempt to resolve the disagreement or dispute through negotiation.

20.4 Mediation. When the parties to this Agreement are unable to resolve any dispute, claim or counterclaim, or are unable to negotiate an acceptable interpretation or application of any provision of this Agreement, the parties may mutually agree in writing to seek relief by submitting their respective grievances to mediation. If mediation generates costs, the
costs will be shared equally between MOAB and DISTRICT and are not considered to be operational costs.

205 Court. If the parties are unable to resolve any dispute, claim or counterclaim through any of the other methods contained herein, they may take the issue(s) to the State District Court in Moab, Utah as allowed by law.


Indemnification. Provided that nothing in this Agreement shall constitute or be construed as a waiver of any governmental immunity provided to either party under the Governmental Immunity Act of Utah, Title 63G, Chapter 7, of the Utah Code, to the greatest extent allowed by law, each party shall indemnify and hold the other party harmless from and against any and all claims, costs, charges and expenses including, without limitation, attorney’s fees, expert witness fees, costs and disbursements which may be imposed against MOAB or DISTRICT by any of the following occurring during the term of the Agreement:

21.1 Any negligent or tortious act, error or omission of the indemnifying party, or any of its personnel, employees, subcontractors, or consultants, in the construction, operation or maintenance of the indemnifying party’s Wastewater System; or

21.2 Any failure by the indemnifying party, or any of its personnel, employees, subcontractors or consultants, to perform its obligations, either express or implied, under this Agreement or any negligent or tortious act, error or omission of the indemnifying party, its personnel, employees, consultants or subcontractors related to this Agreement.

Article 22. Compliance with Applicable Laws.

DISTRICT and MOAB, respectively, shall adopt, maintain and enforce the following within their respective service areas in such a manner as at all times to comply with applicable requirements of the Clean Water Act of 1972 and any further or supplementary amendments thereto:

22.1 Charges. A system of charges to ensure that DISTRICT and MOAB, respectively, are each able to pay its proportionate share of the cost of operation, maintenance, expansion, rehabilitation, and improvement of the MOAB Wastewater System.

22.2 Sewer Use Regulations. A resolution or ordinance related to sewer use containing provisions that are, at a minimum, as stringent as provisions appearing in the current MOAB Municipal Code, provided that such provisions are lawful and of uniform application.

22.3 Outside Use. DISTRICT shall not knowingly allow any user from outside its service area to discharge Wastewater into its Sewer System without the prior written approval of MOAB.

23.1 No Waiver. The failure of either party to this Agreement to insist upon strict compliance with any provision of this Agreement shall not constitute a waiver by said party of its right thereafter to enforce any such provision or any other provision of the Agreement.

23.2 Changes in Law. Unless clearly stated to the contrary, any provision of this Agreement which refers to a federal, state or local law, rule, regulation, standard or industry guideline, shall be construed to refer to the most current applicable version of the same so as to ensure that the requirements of this Agreement are consistent at all times with the currently applicable requirements and standards. In the event of a conflict between this Agreement and any applicable state or federal law, rule or regulation, the law, rule or regulation shall control.

23.3 Non-assignable Agreement. Both parties may assign any right under this Agreement with the written consent of the other party, and any unauthorized purported assignment shall be null and void.

23.4 Interpretation of Agreement. This Agreement, or any portion thereof, shall not be interpreted by a court of law to the detriment of a party based solely upon that party's authorship of the Agreement or any provision herein. Each party has been involved in the drafting and preparation of this Agreement and it is hereby expressly agreed that any uncertainty or ambiguity contained herein shall not be construed for or against either party. Each party has had the opportunity to be represented by legal counsel of its choice in negotiating this Agreement. This Agreement shall be deemed to have been negotiated and prepared at the joint request, direction and construction of the parties, at arm's length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to or disfavor against either party.

23.5 Governing Law. Except as expressly stated herein, this Agreement shall be made pursuant to and shall be construed in accordance with the laws of the state of Utah.

23.6 Relationship of Parties. Neither the execution nor delivery of this Agreement nor actions to complete this Agreement shall create or constitute a partnership, joint venture, joint enterprise or any other form of business organization or arrangement between the parties, except for the contractual arrangements specifically set forth herein. Except as set forth herein, no party, or any of its agents, officers or employees, has any power to assume or create any obligation on behalf of the other party. Neither party is nor shall be the legal representative or agent of the other party for any purpose and a party shall have no power to assume or create, in writing or otherwise, any obligation or responsibility of any kind, expressed or implied, in the name or on behalf of the other party, and neither party shall have any obligation with respect to the other party's debts or other liabilities.
23.7 Modifications or Amendment to Agreement. Except as provided herein, this Agreement shall not be modified, amended or altered except upon the written agreement of MOAB and DISTRICT, duly executed and adopted by the MOAB City Council and the DISTRICT Board of Trustees.

23.8 Modification/Amendment of Ordinances/Rules and or Standards. Whenever either party intends to amend its sewer use ordinance or resolution and/or any rules or regulations related to the operation of its Wastewater System that may affect the other party, except as otherwise specifically provided herein, such party shall notify the other party in writing and provide a sixty-day (60) review and comment period.

23.9 No Rights to Third Parties. This Agreement is between MOAB and DISTRICT only and creates no rights in or to third parties as beneficiaries under this Agreement. Nothing in this Agreement is intended or shall be construed to confer upon or give to any person or entity, other than the parties hereto, any right, remedy or claim under or by reason of this Agreement. All covenants, terms, conditions, and provisions in this Agreement shall be for the sole and exclusive benefit of the parties. Nothing in this Agreement is intended to interfere with any agreement of any party with any third party.

23.10 Severability. In the event that any provision of this Agreement is determined and adjudged to be unconstitutional, invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, and the parties hereto shall negotiate in good faith and agree to such amendments or modifications of or to this Agreement or other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties hereto.

23.11 Headings and Captions. Headings and captions contained in this Agreement are for convenience only and are not intended to alter any provision of the Agreement.

23.12 Entire Agreement. The terms, covenants, conditions, and provisions of this Agreement, including the present and all future attachments, shall constitute the entire agreement between the parties hereto, superseding all prior agreements and negotiations. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the parties hereto.

23.13 Notice. Any notice required or permitted under the provisions of this Agreement shall be in writing, and be sufficiently given if delivered in person or sent by U.S. Mail, postage prepaid, addressed as follows:

If DISTRICT:  
Board Chair  
San Juan Spanish Valley Special Service District  
P.O. Box 9  
Monticello, UT 84535
If MOAB: Mayor
Moab City
217 E. Center Street
Moab, UT 84532

23.14 **Counterparts.** This Agreement may be executed in as many counterparts as the parties deem necessary and each counterpart, so executed, shall be considered one and the same instrument.

23.15 **Force Majeure.** By reason of Force Majeure, if any party shall be rendered partially or wholly unable to carry out its obligations under this Agreement, and if such party shall give notice in writing of the full particulars of Force Majeure to the other party immediately after discovery of the occurrence of the event or cause relied upon, the obligation of the party giving such notice, so far as it is affected by such Force Majeure, with the exception of any obligation of DISTRICT to pay for services actually received from MOAB hereunder, shall be suspended during the continuance of the inability then claimed, and such party shall use its best efforts to remove or overcome such inability with all reasonable dispatch.

23.16 **Remedies.** All remedies provided in this Agreement are distinct and cumulative to any other right or remedy under this Agreement or afforded by law or equity, and may be exercised concurrently, independently or successively.

23.17 **Consent.** Whenever a party’s consent is required under this Agreement, such consent shall not unreasonably be withheld.

23.18 **Recitals.** The recitals appearing at the beginning of this Agreement are incorporated by reference as part of this Agreement.

23.19 **Personnel and Equipment.** Each party, to the extent needed, shall supply at its own cost all personnel, equipment, supplies, and materials necessary to perform its obligations and intended actions as set forth in this Agreement.

23.20 **Financing.** The primary financial aspects of this Agreement are specified in Articles 5, 6 and 7. Each party will be responsible for maintaining its own financial budget for both income and expenditures arising under this Agreement.

23.21 **Personnel Status.** MOAB and DISTRICT employees providing services pursuant to or consistent with the terms of this Agreement are solely the officers, agents or employees of the employing party. Each party shall assume any and all liability for the payment of salaries, wages, and other compensation due or claimed to be due to its employees, including worker’s compensation claims, and each party shall defend, indemnify and hold the other party harmless there from. MOAB shall not be liable for compensation or
Article 24. MOAB Wastewater Advisory Board.

24.1 MOAB agrees to create a Wastewater Advisory Board with the DISTRICT. The Wastewater Advisory Board will consist of two (2) members as appointed by the MOAB City Council and two (2) members as appointed by the DISTRICT Board. Members will rotate in three (3) year appointments. In addition, if in the future MOAB provides regional wastewater services to additional regional Users, members from each respective regional customer community may be added to the MOAB Wastewater Advisory Board. The Board may elect a chairperson and a vice-chairperson from amongst its members. The Board shall meet at least twice a year and may meet more often on an as-needed basis at the call of the chairperson.

24.2 The Advisory Board may provide non-binding recommendations to MOAB in areas concerning MOAB Wastewater System operations, budgets, improvements, policies, permits, and procedures.

Article 25. INTERLOCAL COOPERATION ACT.

25.1 Statutory Requirements. In satisfaction of the requirements of the Interlocal Cooperation Act in connection with this Agreement, the parties agree as follows:

A. This Agreement shall be authorized and adopted by resolution of the legislative body of each party, pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Interlocal Cooperation Act;

B. This Agreement has been reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each party pursuant to and in accordance with Section 11-13-202.5(3) of the Interlocal Cooperation Act;

C. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each party pursuant to Section 11-13-209 of the Interlocal Cooperation Act; and

D. The Mayor of MOAB and Chairman of the DISTRICT Board of Trustees are hereby designated as joint-administrators for all purposes of the Interlocal Cooperation Act, pursuant to Utah Code Ann. § 11-13-207 of the Interlocal Cooperation Act, with all powers conferred upon them by law. To the extent necessary, voting will be based upon one vote per party, pursuant to Utah Code Ann. § 11-13-206(1)[g].
IN WITNESS WHEREOF, the parties have authorized this Agreement to be executed and attested by their undersigned officers.

MOAB CITY, UTAH

[Signature]
Mayor

ATTEST:

[Signature]
City Recorder

SAN JUAN SPANISH VALLEY SPECIAL SERVICE DISTRICT

[Signature]
Chairperson

[Signature]
Administrator

Exhibits to This Agreement

Exhibit 1- Moab Sewer Impact Fee Schedule

Exhibit 2- Metering Stations and Connection Points

Exhibit 3- Spanish Valley Water and Sewer Improvement District Service Area Boundary
ORDINANCE #2018-08

AN ORDINANCE AMENDING CHAPTER 13.25 OF THE CITY OF MOAB MUNICIPAL CODE WITH A SCHEDULE ADJUSTMENT FOR THE SEWER IMPACT FEE

WHEREAS, the City Council ("Council") adopted the Moab Municipal Code ("Code") and especially Chapter 13.25, Water and Sewer Impact Fees, to establish impact fees for new development; and,

WHEREAS, the Utah Impact Fees Act mandates that municipalities establish ordinances and procedures for the equitable apportionment of costs for municipal capital improvements; and,

WHEREAS, the City of Moab has completed a Sewer Impact Fee Facilities Plan and a Sewer Impact Fee Analysis in accordance with Utah Code Annotated, 11-36a-306(2); and,

WHEREAS, the existing fees have been in place for one year and there are SCHEDULE adjustments that can be made to clarify and simplify Sewer Impact Fee administration; and,

WHEREAS, the City of Moab has determined a schedule adjustment to the Impact Fees of a different amount than currently in effect; and,

WHEREAS, Council reviewed Ordinance #2018-08 in a regularly scheduled meeting held on May 22, 2018, to hear and discuss the merits of the proposed changes to the Code, Chapter 13.25, Water and Sewer Impact Fees; and,

WHEREAS, Council, in a duly advertised public hearing held on May 8, 2018, did hear public testimony and determine the merits of the changes to the Code, Chapter 13.25, Water and Sewer Impact Fees; and,

WHEREAS, Council found that the changes benefit the residents of Moab.

NOW, THEREFORE, the Moab City Council hereby amends specific sections of Chapter 13.25, Water and Sewer Impact Fees, and amends the language as noted below:

Chapter 13.25
WATER AND SEWER IMPACT FEES

Section 13.25.060: Calculation of Impact Fees

A. Sewer impact fees shall be calculated per Equivalent Residential Unit (ERU).
   1. Residential sewer impact fees shall be calculated at one thousand five hundred sixty six dollars per Single Family Residence, and other permanent, overnight accommodations calculated per ERU pursuant to the following "Sewer Impact Fee Schedule - City of Moab" table.
2. Sewer impact fees for business and commercial uses shall be calculated at one thousand five hundred sixty six dollars per ERU pursuant to the following "Sewer Impact Fee Schedule - City of Moab" table.

<table>
<thead>
<tr>
<th>Customer Type</th>
<th>Units</th>
<th>Minimum Fee</th>
<th>Allowable Units Under Minimum Fee</th>
<th>Fee per Additional Unit Above Minimum</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Sewer Impact Fee Schedule - City of Moab</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Permanent Residential</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Single Family Residence</td>
<td></td>
<td>$1,566</td>
<td>1 Residence</td>
<td>$1,566/Residence</td>
</tr>
<tr>
<td>Multifamily, 2 Bedrooms or Larger</td>
<td></td>
<td>$3,132</td>
<td>2 Units</td>
<td>$1,566/Unit</td>
</tr>
<tr>
<td>Multifamily, 1 Bedroom or Smaller</td>
<td></td>
<td>$1,754</td>
<td>2 Units</td>
<td>$877/Unit</td>
</tr>
<tr>
<td><strong>Overnight Accommodations</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Per Unit with Kitchen, 2 Bedrooms or Larger</td>
<td></td>
<td>$1,879</td>
<td>1 Unit</td>
<td>$1,879/Unit</td>
</tr>
<tr>
<td>Per Unit with Kitchen, 1 Bedroom or Smaller</td>
<td></td>
<td>$1,566</td>
<td>1 Unit</td>
<td>$1,566/Unit</td>
</tr>
<tr>
<td>Hotel/Motel (No Kitchen)</td>
<td></td>
<td>$2,452</td>
<td>2 Units</td>
<td>$1,226/Unit</td>
</tr>
<tr>
<td><strong>Other</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Auto Repair</td>
<td>1,000 ft²</td>
<td>$1,768</td>
<td>7,000 ft²</td>
<td>$253/1,000 ft²</td>
</tr>
<tr>
<td>Bakery</td>
<td>1,000 ft²</td>
<td>$1,793</td>
<td>500 ft²</td>
<td>$3,585/1,000 ft²</td>
</tr>
<tr>
<td>Bank</td>
<td>1,000 ft²</td>
<td>$1,566</td>
<td>2,000 ft²</td>
<td>$783/1,000 ft²</td>
</tr>
<tr>
<td>Beauty/Barber Shop</td>
<td>Chair</td>
<td>$1,566</td>
<td>4 Chairs</td>
<td>$352/Chair</td>
</tr>
<tr>
<td>Campground</td>
<td>Campsite</td>
<td>$2,453</td>
<td>2 Campsites</td>
<td>$1,231/Campsite</td>
</tr>
<tr>
<td>Car Wash - Auto</td>
<td>Each</td>
<td>$12,575</td>
<td>1 Each</td>
<td>$12,575/Each</td>
</tr>
<tr>
<td>Car Wash - Wand</td>
<td>Wand</td>
<td>$6,288</td>
<td>1 Wand</td>
<td>$6,288/Wand</td>
</tr>
<tr>
<td>Commercial</td>
<td>1,000 ft²</td>
<td>$1,687</td>
<td>7,000 ft²</td>
<td>$241/1,000 ft²</td>
</tr>
<tr>
<td>Dry Cleaner</td>
<td>1,000 ft²</td>
<td>$1,574</td>
<td>2,000 ft²</td>
<td>$787/1,000 ft²</td>
</tr>
<tr>
<td>Fast Food</td>
<td>1,000 ft²</td>
<td>$2,825</td>
<td>500 ft²</td>
<td>$5,650/1,000 ft²</td>
</tr>
<tr>
<td>Gas Station/Convenience Store</td>
<td>1,000 ft²</td>
<td>$1,740</td>
<td>4,000 ft²</td>
<td>$436/1,000 ft²</td>
</tr>
<tr>
<td>Grocery Store</td>
<td>1,000 ft²</td>
<td>$2,021</td>
<td>4,000 ft²</td>
<td>$505/1,000 ft²</td>
</tr>
<tr>
<td>Laundromat</td>
<td>Washer</td>
<td>$1,767</td>
<td>2 Washers</td>
<td>$884/Washer</td>
</tr>
<tr>
<td>Office</td>
<td>1,000 ft²</td>
<td>$1,566</td>
<td>4,000 ft²</td>
<td>$392/1,000 ft²</td>
</tr>
<tr>
<td>Restaurant</td>
<td>Seat</td>
<td>$2,650</td>
<td>12 Seats</td>
<td>$221/Seat</td>
</tr>
<tr>
<td>Retail</td>
<td>1,000 ft²</td>
<td>$1,687</td>
<td>7,000 ft²</td>
<td>$241/1,000 ft²</td>
</tr>
<tr>
<td>Schools</td>
<td>Students</td>
<td>$1,566</td>
<td>15 Students</td>
<td>$104/Students</td>
</tr>
<tr>
<td>Theater</td>
<td>Seat</td>
<td>$1,620</td>
<td>150 Seats</td>
<td>$11/Seat</td>
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<tr>
<td>Warehouse</td>
<td>1,000 ft²</td>
<td>$1,649</td>
<td>10,000 ft²</td>
<td>$165/1,000 ft²</td>
</tr>
</tbody>
</table>

B. Sewer impact fees for development with the Spanish Valley Water and Sewer Improvement District, the Grand Water and Sewer Service Agency, or any other service agency outside of the City of Moab service area shall be as provided by interlocal agreement by the service agency and the City, and shall be calculated per equivalent residential unit (ERU).

1. Residential sewer impact fees for connections in other service agencies outside the City of Moab service area shall be calculated at one thousand three hundred sixty one dollars per Single Family Residence, and other permanent and overnight accommodations calculated per ERU pursuant to the following "Sewer Impact Fee Schedule - Other Agencies" table.

2. Sewer impact fees for business and commercial uses in other service agencies outside the City of Moab service area shall be calculated at one thousand three hundred sixty one dollars per ERU pursuant to the following "Sewer Impact Fee Schedule - Other Agencies" table.
### Sewer Impact Fee Schedule – Other Agencies

<table>
<thead>
<tr>
<th>Customer Type</th>
<th>Units</th>
<th>Minimum Fee</th>
<th>Allowable Units Under Minimum Fee</th>
<th>Fee per Additional Unit Above Minimum</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Permanent Residential</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Single Family</td>
<td>Residence</td>
<td>$1,361</td>
<td>1 Residence</td>
<td>$1,361/Residence</td>
</tr>
<tr>
<td>Multifamily, 2 Bedrooms or Larger</td>
<td>Unit</td>
<td>$2,721</td>
<td>2 Units</td>
<td>$1,361/Unit</td>
</tr>
<tr>
<td>Multifamily, 1 Bedroom or Smaller</td>
<td>Unit</td>
<td>$1,524</td>
<td>2 Units</td>
<td>$762/Unit</td>
</tr>
<tr>
<td><strong>Overnight Accommodations</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Per Unit with Kitchen, 2 Bedrooms or Larger</td>
<td>Unit</td>
<td>$1,633</td>
<td>1 Unit</td>
<td>$1,633/Unit</td>
</tr>
<tr>
<td>Per Unit with Kitchen, 1 Bedroom or Smaller</td>
<td>Unit</td>
<td>$1,361</td>
<td>1 Unit</td>
<td>$1,361/Unit</td>
</tr>
<tr>
<td>Hotel/Motel (No Kitchen)</td>
<td>Unit</td>
<td>$2,130</td>
<td>2 Units</td>
<td>$1,065/Unit</td>
</tr>
<tr>
<td><strong>Other</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Auto Repair</td>
<td>1,000 ft²</td>
<td>$1,538</td>
<td>7,000 ft²</td>
<td>$219/1,000 ft²</td>
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<td>500 ft²</td>
<td>$438/1,000 ft²</td>
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<td>2,000 ft²</td>
<td>$580/1,000 ft²</td>
</tr>
<tr>
<td>Beauty/Barber Shop</td>
<td>Chair</td>
<td>$1,361</td>
<td>4 Chairs</td>
<td>$340/Chair</td>
</tr>
<tr>
<td>Campground</td>
<td>Campsite</td>
<td>$2,139</td>
<td>2 Campsites</td>
<td>$1,070/Campsite</td>
</tr>
<tr>
<td>Car Wash - Auto</td>
<td>Each</td>
<td>$9,510</td>
<td>1 Each</td>
<td>$9,510/Each</td>
</tr>
<tr>
<td>Car Wash - Wand</td>
<td>Wand</td>
<td>$4,755</td>
<td>1 Wand</td>
<td>$4,755/Wand</td>
</tr>
<tr>
<td>Commercial</td>
<td>1,000 ft²</td>
<td>$1,485</td>
<td>7,000 ft²</td>
<td>$209/1,000 ft²</td>
</tr>
<tr>
<td>Dry Cleaner</td>
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<td>$1,856</td>
<td>3,000 ft²</td>
<td>$622/1,000 ft²</td>
</tr>
<tr>
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<tr>
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</tr>
<tr>
<td>Grocery Store</td>
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<td>4,000 ft²</td>
<td>$439/1,000 ft²</td>
</tr>
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<td>Laundromat</td>
<td>Washer</td>
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<td>$660/Washer</td>
</tr>
<tr>
<td>Office</td>
<td>1,000 ft²</td>
<td>$1,361</td>
<td>4,000 ft²</td>
<td>$340/1,000 ft²</td>
</tr>
<tr>
<td>Restaurant</td>
<td>Seat</td>
<td>$2,704</td>
<td>12 Seats</td>
<td>$225/Seat</td>
</tr>
<tr>
<td>Retail</td>
<td>1,000 ft²</td>
<td>$1,485</td>
<td>7,000 ft²</td>
<td>$209/1,000 ft²</td>
</tr>
<tr>
<td>Schools</td>
<td>Students</td>
<td>$1,361</td>
<td>15 Students</td>
<td>$91/Students</td>
</tr>
<tr>
<td>Theater</td>
<td>Seat</td>
<td>$1,407</td>
<td>150 Seats</td>
<td>$9/Seat</td>
</tr>
<tr>
<td>Warehouse</td>
<td>1,000 ft²</td>
<td>$1,432</td>
<td>10,000 ft²</td>
<td>$143/1,000 ft²</td>
</tr>
</tbody>
</table>

-End of Amendment-

This ordinance is effective upon adoption, and per the Utah Impact Fees Act the new amount of the Sewer Impact Fee will take effect July 1st, 2018.


**SIGNED:**

Tawny Knutsen-Boyd, Mayor Pro-Tem

**ATTEST:**

Rachel Stenta, Recorder
An exhibit page from a report on a project for San Juan Spanish Valley SSD. The map shows existing and proposed facilities, including sewer lines, culinary lines, and access roads. The map highlights areas such as Spanish Valley - San Juan SSD Service Area and Spanish Valley - San Juan SSD Boundary. The scale of the map is 1" = 0.5 Miles.