



# TOWN OF JACKSON

## TOWN COUNCIL

### AGENDA DOCUMENTATION

**PREPARATION DATE:** August 30, 2018  
**MEETING DATE:** September 4, 2018

**SUBMITTING DEPARTMENT:** Public Works  
**DEPARTMENT DIRECTOR:** Floren Poliseo  
**PRESENTER:** Brian Lenz, Town Engineer

**SUBJECT:** Request for Council approval on additional connection to the Wilson Sewer District's system

#### STATEMENT/PURPOSE

The purpose of this item is to obtain approval from the Council for the connection of a new parcel to the existing Wilson Sewer District sewer system.

#### BACKGROUND/ALTERNATIVES

As a condition of the formation of the Wilson Sewer District in 2003, the Town Council must approve the addition of any new sewer connections from lots that were not in the District at the time of formation. As such, the Wilson Sewer District is officially requesting to add an additional parcel to the district. The attached map indicates the location of the existing District and the location of the proposed addition.

It should be noted that the owner of each parcel must sign an "Agreement for Connection and Use of the Wilson Sewer District's Facilities". This agreement binds the property owners to comply with the service requirements set by the Town as were stated within the 2003 agreement with the District.

#### ATTACHMENTS

A map showing the location of the district and the location of the parcels to be connected.

#### FISCAL IMPACT

Minor additional wastewater billing to the Wilson Sewer District.

#### STAFF IMPACT

A few hours review time by Town PW staff for each new connection.

#### LEGAL REVIEW

N/A.

#### RECOMMENDATION

That the Town Council approve the additional connections to the Wilson Sewer District.

#### SUGGESTED MOTION

I move to approve the connection of Lot 102, John Dodge Homestead to the Wilson Sewer District as presented.

# WILSON SEWER DISTRICT

P.O. Box 1607  
WILSON, WY 83014

August 17, 2018

Town of Jackson  
P.O. Box 1687  
Jackson, WY 83001

**RE: Wilson Sewer District/Town of Jackson Agreement**

Dear Mayor and Town Council Members:

This letter is written on behalf of the owner of a property that does not currently lie within the boundaries of the Wilson Sewer District. The owner has petitioned the Wilson Sewer District Board of Directors for annexation and sewer service. The Wilson Sewer District has approved the annexation request and would like permission to execute the enclosed Connection and Use Agreement patterned after the agreement executed on June 19, 2003, between the Wilson Sewer District and the Town of Jackson. The aforementioned District/Town agreement requires Town approval for any service connection outside of the district boundaries. The Wilson Sewer District would like to allow properties outside of the District to connect to the sewer system, as it meets the District's primary objective of eliminating as many septic tank systems as possible which, in turn, protects the ground water.

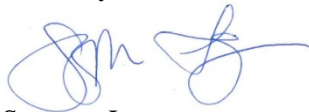
The parcel is described as: Lot 102, John Dodge Homestead 10th Filing, PIDN 22-41-17-12-2-10-004, Address 3560 N Cheney Lane, and the owners are Jeffrey A. and Lisa Z Martin.

Enclosed for your reference is a District Boundary Map indicating the location of the parcel and the current version of the Outside User Connection and Use Agreement (as mentioned above).

Amending the District boundaries is a time consuming and costly process requiring petitions, a vote of all registered voters in the District, and, of course, a revision to the District/Town Connection and Use Agreement. Therefore, we have, in the past, submitted a list of each property owner's connection request in writing to Town staff prior to issuing a connection license, on the condition that the District will amend the boundaries to include the property receiving service at such a time as the District determines that there are sufficient properties ready for annexation to justify the cost and expense of the annexation process. The last time we submitted such a request was in March of 2018 on behalf of three property owners.

The members of the Wilson Sewer District Board of Directors thank you in advance for your time and consideration.

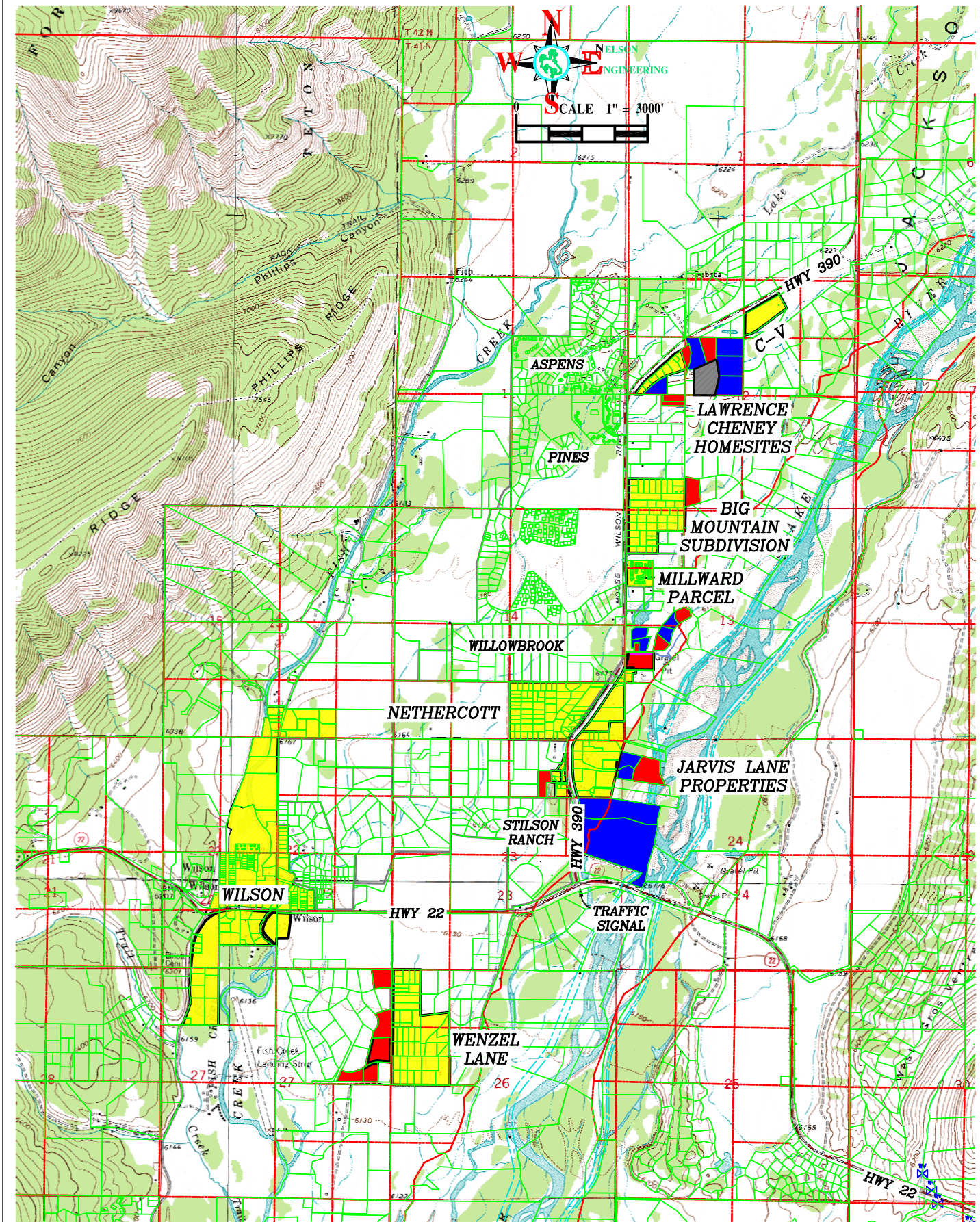
Sincerely,



Suzanne Lagerman  
Assistant District Engineer

cc: Brian Lenz, Town Engineer





DRAWING NO  
EXHIBIT  
JOB NO

TITLE  
 WILSON SEWER DISTRICT  
 CONTRACTING FOR SEWER SERVICE  
 PENDING SERVICE CONTRACTS  
 PARCELS FOR CONSIDERATION

**NELSON  
ENGINEERING**  
P.O. BOX 1599, JACKSON WYOMING (307) 733-2087

DATE	8/16/18	REV.
SURVEYED	-	
DRAWN	SLL	
CHECKED	SLL	
APPROVED	RRN	

## **AGREEMENT FOR CONNECTION TO AND USE OF WILSON SEWER DISTRICT FACILITIES**

This Agreement is made and entered into effective the \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by and between the Wilson Sewer District, a Wyoming Sewer District organized pursuant to W.S. § 41-10-101 et seq., of P.O. Box 1607, Wilson, Wyoming 83014 (the "District") and \_\_\_\_\_, whose mailing address is \_\_\_\_\_, ("Outside User").

**1. RECITALS.** The District is a Wyoming Sewer District which owns and operates wastewater collection and transmission facilities within the boundaries of the District, which collect and transmit wastewater to treatment facilities operated by the Town of Jackson. The Outside User owns property outside the boundaries of the District, which property is described in Exhibit A attached hereto and made a part hereof (the "Outside User's Property") and desires to connect to and utilize the collection and transmission facilities operated by the District. The parties have agreed to the terms and conditions for the connection and use of the District's facilities and execute this Agreement to set forth the terms and conditions of their agreement in writing.

**2. PERMISSION TO CONNECT TO DISTRICT SYSTEM.** The District agrees that the Outside User shall be permitted to connect wastewater disposal facilities on the Outside User's Property to the District's system, and the District agrees to receive wastewater generated on the Outside User's Property, and to transmit such wastewater to the Town of Jackson treatment system, subject to and on the terms and conditions set forth hereafter.

**3. PAYMENT OF CONNECTION FEE AND CONSTRUCTION OF LINES AND FACILITIES CONNECTING TO THE DISTRICT'S SYSTEM.** The Outside User agrees to pay a connection fee of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for \_\_\_\_ Equivalent Residential Unit(s) (ERU) at the time of connection. Connection fee to be paid by current applicant \_\_\_\_ or paid in full by previous Outside User \_\_\_\_ (please check one). The Outside User agrees to construct and install, at the Outside User's sole expense, all lines and facilities necessary for connection to the District's system, in full compliance with all applicable District, Town of Jackson, Teton County and State of Wyoming rules and regulations. The District in its



sole discretion may require that lines and facilities be of a size to accommodate additional users. The Outside User shall obtain a building permit from Teton County, and shall provide a copy thereof to the District. The District shall be provided written documentation, certifying proper construction, promptly after the connection of the Outside User's property to the District's system.

**4. PAYMENT OF USER FEES / RIGHT OF DISTRICT TO FILE AND FORECLOSE LIEN.** The Outside User agrees to promptly pay user fees in accordance with the rules and regulations and fee schedules adopted by the District from time to time. The Outside User agrees to pay all costs incurred by the District in collecting user fees not paid within thirty (30) days of the date of billing, including reasonable attorney's fees, whether suit is brought or not. In addition, the District shall have the right to file and foreclose a lien against the Outside User's Property to collect delinquent user fees.

**5. EASEMENTS REQUIRED FOR CONNECTION.** The Outside User shall obtain all easements across third party property required for the connection of the Outside User's Property to the District's system. All easements required over third party property for sewer mains and manholes accepted by the District as provided in paragraph 8 shall be granted to the District and shall be in a form acceptable to the District.

**6. MAINTENANCE AND REPAIR.** The Outside User shall be responsible for the cost and expense of maintaining and repairing lines and facilities connecting the Outside User to the District's system, and all such maintenance and repair shall be in full compliance with applicable District rules and regulations.

**7. COMPLIANCE WITH RULES AND REGULATIONS REGARDING WASTEWATER DISCHARGE.** The Outside User shall comply with all applicable District, Town of Jackson, Teton County and State of Wyoming rules and regulations regarding wastewater discharged into the District's system.

**8. MAINTENANCE OF MAIN LINES AND MANHOLES.** The District may agree to assume ownership, operation and maintenance responsibilities for main lines and manholes that provide service to more than one property, if such facilities are constructed to

District standards and all applicable easements have been granted to the District. The District will only assume such responsibility by a separate written instrument executed by the District, and all Outside Users whose property utilizes the main lines and manholes.

**9. AGREEMENT TO ANNEX PROPERTY INTO DISTRICT BOUNDARIES.**

The Outside User agrees to the annexation of the Outside User's Property into the boundaries of the Wilson Sewer District, at such time as the District determines that sufficient properties are ready for annexation to justify the cost and expense of the annexation process.

**10. INDEMNIFICATION.** The Outside User agrees to indemnify and hold harmless the District from and against any and all loss, cost, liability, expense and/or cause of action arising out of or resulting from the Outside User's failure to maintain or repair its lines and facilities connecting to the District's system, or to comply with all applicable rules and regulations regarding wastewaters discharged into the District's system. This indemnification includes reasonable attorney's fees.

**11. VOLUNTARY TERMINATION / DISCONNECTION.** At any time prior to annexation of the Outside User's Property into the District, the Outside User shall have the right to terminate this Agreement and disconnect from the District's system upon not less than forty-five (45) days prior written notice to the District and proof of authorized alternative wastewater treatment and disposal permits. The Outside User shall be responsible for all costs and expenses associated with disconnection from the District's system.

**12. ENFORCEMENT.** This Agreement may be enforced by either party by an action at law or in equity, specifically including extraordinary remedies of specific performance and injunctive relief. In the event either party shall be required to bring an action to enforce its rights pursuant to this agreement, the substantially prevailing party in such controversy shall be entitled to recover, in addition to any and all other relief, all costs, including a reasonable sum for attorney's fees, incurred.

**13. ENTIRE AGREEMENT/AMENDMENT.** This Agreement constitutes the entire agreement between the parties and it may not be amended except by agreement in writing signed by the parties hereto.

**14. BINDING/SEVERABILITY.** This Agreement shall be binding upon the parties hereto and their successors and assigns in interest of the facilities set forth herein. In the event any portion of this agreement shall be deemed unenforceable for any reason, such determination shall not affect the enforceability of any of the remainder of the provisions of this agreement, which shall remain in full force and effect.

**15. RIGHTS AND OBLIGATIONS APPURTENANT TO OUTSIDE USER'S PROPERTY.** The rights and obligations of the Outside User set forth herein shall be appurtenant to the Outside User's Property, and shall inure to the benefit of and shall be binding upon future owners of the Outside User's Property.

**16. CONSTRUCTION.** This Agreement shall be construed according to the laws of the State of Wyoming.

WITNESS my hand this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**OUTSIDE USER:**

\_\_\_\_\_

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ by \_\_\_\_\_.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



WITNESS my hand this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**WILSON SEWER DISTRICT,**  
A Wyoming Sewer District:

\_\_\_\_\_  
President

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ by \_\_\_\_\_ as President of the Wilson Sewer District.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_