



Council Business Meeting

March 5, 2024

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| Agenda Item | Approval of a Sewer Service Connection Use Outside of City Limits, 618 Lakota Way | |
| From | Scott Fleury PE | Public Works Director |
| Contact | Scott.fleury@ashland.or.us | |
| Item Type | Requested by Council <input type="checkbox"/> Update <input type="checkbox"/> Request for Direction <input checked="" type="checkbox"/> Presentation <input type="checkbox"/> | |

SUMMARY

The Council is being asked to approve a sewer service connection for the property located at 618 Lakota Way. The property is outside city limits the Urban Growth Boundary (UGB) but within 300' of an existing sanitary sewer main. The owners are currently working through the Jackson County Development services process to build a single family residence onsite.

There is no septic system on the premise and per OAR 340 Division 71, the Department of Environmental Quality will not issue a permit for a repair or **new system** if the property is within 300 feet of a sewer mainline and service can be provide by the local municipality. The owners of the property are formally requesting approval of a new service connection.

Ashland Municipal Code (AMC) Section 14.08.031 lists the conditions and requirements for sewer service connections of properties located outside the City limits and the UGB. The current request for connection currently meets or will meet all conditions of the code for connection to the City sewer system.

POLICIES, PLANS & GOALS SUPPORTED

Department Goals:

- Maintain existing infrastructure to meet regulatory requirements and minimize life-cycle costs
- Deliver timely life cycle capital improvement projects
- Maintain and improve infrastructure that enhances the economic vitality of the community
- Evaluate all city infrastructure regarding planning management and financial resources

PREVIOUS COUNCIL ACTION

The Council has previously approved sanitary sewer service connections outside City limits and outside of the UGB.





Council Business Meeting

BACKGROUND AND ADDITIONAL INFORMATION

Public Works staff was contacted by the property owner at 618 Lakota Way who is currently working through the Land Development process with Jackson County for construction of a single family residence, regarding a sanitary sewer connection. The property owner was informed by the Department of Environmental Quality (DEQ), who regulates septic systems that DEQ couldn't not issue a septic permit for the property because of OAR 340-071-0160 (4)(i).

(4) Permit denial. The agent must deny a permit if any of the following occurs:

(i) For a single family dwelling or other establishment with a maximum projected daily sewage flow not exceeding 899 gallons, the nearest sewerage connection point from the property to be served is within 300 feet.

Public Works informed the property owner of a path forward for connection to the City's sewer main following Ashland Municipal Code (AMC) 14.08.031, which establishes the process for a sewer service connection outside of the City Limits and Urban Growth Boundary. The property owner has or will complete all requirements and upon Council approval will record the required documents and pay the appropriate fees. The conditions which must be satisfied include:

Ashland Municipal Code 14.08.031:

- A. Premises located outside the urban growth boundary may be connected to the Ashland sewer system when such connection is determined by the Ashland City Council to be in the best interest of the City of Ashland and to not be detrimental to the City's sewage facilities. Such connection shall be made only upon the following conditions:
- a. The applicant for sewer service pays the sewer connection fee and the systems development charges established by the City Council.

This condition will be satisfied upon approval.

- b. The connection is for the use and benefit of dwellings and buildings completed and existing on July 1, 1973.

This condition is superseded by the OAR in place.

- c. An Ashland sewer main or line exists within 100 feet of the premises. No main or lines will be extended to serve properties outside of the Ashland Urban Growth Boundary.

A sanitary sewer main is located at the termination of Lakota Way and direction adjacent to the proposed tax lot to be served with a new sewer lateral.



Council Business Meeting

- d. The applicant shall secure, in writing, statements from Jackson County that the existing sewage system has failed and that the provision of sewer by the City of Ashland does not conflict with the Jackson County Comprehensive Plan support documents, rules or regulations.

Reference OAR 340-071-0160 (4)(i).

- e. The property owner shall execute a deed restriction on the property that states that no further buildings or additions to existing buildings shall be connected to the sewer service.

Reference attachment #1, property owner will sign and record the contract after approval by Council.

- f. The property owner shall execute a contract with the City of Ashland which provides for payment of all charges connected with the provision of sewer service to the property; compliance with all ordinances of the City related to sewer service and that failure to pay for charges when due shall automatically become a lien upon the property. A memorandum of the contract shall be recorded in the county deed records with the cost of recording to be paid by the property owner.

Reference attachment #1, property owner will sign and record the contract after approval by Council.

FISCAL IMPACTS

The only resource is staff time expended to bring forth the request to the City Council. The property owner will be required to pay the recording fees associated with the contract, pay the appropriate system development charge (SDC) and the monthly sewer bill charges. Per Resolution 2019-11; sewer rates outside City limits shall be two times the sewer charge for inside City limits. The quantity charge for unmetered accounts will be calculated on an average winter time usage of 700 cubic feet per month.

The SDC fee for residential is calculated on a square foot basis for livable space (\$2.3316/square foot). The final SDC fee will be calculated based on the final Jackson County Development approved residential square footage for the property.

STAFF RECOMMENDATION

Staff recommends approval of the sewer service water service connection for 618 Lakota Way as the property owner has or will meet all conditions specified in AMC 14.08.031.



Council Business Meeting

ACTIONS, OPTIONS & POTENTIAL MOTIONS

Move to approve a sanitary sewer service connection for 618 Lakota Way and authorize the City Manager to sign the final legal approved service contract.

REFERENCES & ATTACHMENTS

Attachment #1: Sanitary Sewer Service Agreement

SPECIAL CONTRACT FOR SANITARY SEWER SERVICE CONNECTION

This Agreement is made this _____ day of _____, 2024, between the City of Ashland, Oregon (“City), and Richard Vaughan property owner Tax Lot 391E005BD TL-2302 (“Owner”).

Recitals:

- A. Owner owns real property located outside the City’s Urban Growth Boundary (“UGB”) described on attached Exhibit “A” (the “Property”), **Parcel 3 of Partition Plat P-94-1992**.
- B. Owner desires a sanitary sewer service connection to the City of Ashland public sewer main.
- C. AMC Chapter 14, Section 14.08.031, (Ord 2704, 1993) allows the City Council to provide sewer service outside the UGB by special contract, under such terms and conditions as the Council deems appropriate when such connection is in the best interest of the City.

NOW, THEREFORE, it is agreed as follows:

- A. **SDC Charges**. Owner agrees to pay the “residential” sanitary sewer Systems Development Charges (“SDC Charges”) established by the City Council in the amount of **(To Be Determined)**.
 - B. **Use and Benefit**. The extension of the sewer line shall be solely for the use and benefit of the **XXXX square foot residence as permitted by Jackson County**.
 - C. **Future Expansion**. This Agreement shall not prevent owner from expanding its facilities on the subject Property uses, in conformance with Jackson County land development and zoning requirements. However, any further extension of the City sewer line, or additional sewer connections, must be approved in writing by the City’s Public Works Director at the time the owner makes an application to Jackson County for a project which involves additional sewer connections or extensions.
 - D. **Further Development**. City acknowledges that the Property may be further developed, subdivided, or partitioned as allowed under Jackson County land use and zoning regulations, provided that in no event shall a higher density of residential development take place than would be authorized without the presence of the City sewer system’s connection, and provided further that the City sewer line on the Property shall not be extended to serve additional properties or development without the written consent of the City’s Public Works Director.
 - E. **Payment for Service**. The City shall bill owner for providing sewer services in accordance with the City’s standard requirements, and owner shall pay all such billings timely. If a bill is not paid by the next billing date, a notice complying with the then-current regulations for utility services shall be given stating that service will be disconnected if the bill is not paid by the date specified.
- A. **Terms of Service**.

- a. Owner shall comply with all ordinances of City related to sewer service and use. City shall have the right to terminate service for failure to comply with such ordinances upon ten (10) days notice to Owner.
- b. Failure to pay charges when due shall automatically become a lien upon the Property.
- c. This Special Contract for a Sanitary Sewer Service Connection shall be recorded in the County Deed Records, with the cost of recording to be paid by Owner.
- d. In the event Owner buildings legally connected to the City sewer system are subsequently replaced for any reason, the replacement buildings may continue to be connected to the sewer system of City without further agreement, as long as the use of the sewer system will not be increased as determined by the Director of Public Works.

B. Default.

- a. Time is of the essence of this Agreement. There shall be a default under this Agreement if either party fails to perform any act or obligation required of that party by this Agreement.
- b. Before declaring a breach of this Agreement, the party claiming a failure has occurred shall give written notice to the other party specifying the nature of the breach with reasonable particularity. No default shall occur if the breach is remedied within ten (10) days after the notice is given.
- c. If the breach specified in the notice is of such a nature that a remedy cannot be completely performed within the ten (10)-day period, no default shall occur if the party receiving the notice begins performance of the act or obligation within the ten (10)-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.
- d. If substantially the same breach for which notice was given recurs within six (6) months, the party injured by such breach may declare a default by giving written notice to the other party specifying the nature of the breach.

C. Remedies.

- a. In addition to the remedies specified elsewhere in this Agreement, if a default occurs, the party damaged by the default may elect to terminate this Agreement and pursue any equitable or legal rights and remedies available under Oregon law.

Dated this _____ day of _____, 2024.

Signature: _____
Richard Vaughan

State of Oregon)
) ss.
County of Jackson)

Personally appeared the above named Richard Vaughan and acknowledged the foregoing instrument to be his voluntary act and deed.

Notary Public for Oregon
My Commission expires: _____

Dated this _____ day of _____, 2024.

Signature: _____
Sabrina Cotta, City Manager

State of Oregon)
)
County of Jackson) ss.

Personally appeared the above named Sabrina Cotta and acknowledged the foregoing instrument to be his voluntary act and deed.

Notary Public for Oregon
My Commission expires: _____