

APPENDIX “G”

AGREEMENT WITH THE CITY OF AUBURN FOR SEWER SERVICE TO THE AUBURN AIRPORT INDUSTRIAL PARK

**JULY 26, 1983, OUTSIDE USER AGREEMENT
BETWEEN CITY OF AUBURN AND PLACER
COUNTY SEWER MAINTENANCE DISTRICT NO. 1**

**AUGUST 25, 1998, AGREEMENT TO TRANSFER
AUBURN AIRPORT SEWER SYSTEM FROM CITY
OF AUBURN TO PLACER COUNTY SEWER
MAINTENANCE DISTRICT NO. 1**

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Before the Board of Supervisors County of Placer, State of California

In the matter of: A RESOLUTION APPROVING AND
AUTHORIZING THE CHAIRMAN OF THE BOARD OF
SUPERVISORS TO EXECUTE THE ATTACHED OUTSIDE
USER AGREEMENT BETWEEN THE CITY OF AUBURN AND
PLACER COUNTY SEWER MAINTENANCE DISTRICT
NUMBER 1.

Resol. No: 83-307

Ord. No:

Min. Bk: 53 Pg.

First Reading:

The following RESOLUTION was duly passed by the Board of Supervisors
of the County of Placer at a regular meeting held July 26, 1983
by the following vote on roll call:

Ayes: COOK, LEE, SEVISON, MAHAN

Noes: NONE

Absent: FERREIRA

Signed and approved by me after its passage.

Robert H. Mahan
Chairman, Board of Supervisors

Attest:
Clerk of said Board

Georgia Flake

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BE IT HEREBY RESOLVED by the Board of Supervisors, County of Placer,
State of California, that this Board approved the attached outside
user agreement between the City of Auburn and Placer County Sewer
Maintenance District Number 1.

BE IT FURTHER RESOLVED that the Chairman of the Board is hereby authorized
and directed to execute said agreement on behalf of the County of Placer.

THE FOREGOING INSTRUMENT IS A CORRECT COPY OF THE
ORIGINAL ON FILE IN THIS OFFICE ATTEST-

7-26-83
GEORGIA FLAKE

Clerk of the Board of Supervisors of the County of Placer, State
of California.

Barbara Brogdon
DEPUTY CLERK

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CONTRACT NO: 7185 KEY NO. _____
DESCRIPTION: CONTRACT BETWEEN COUNTY OF PLACER, SEWER MAINTENANCE DISTRICT NO. 1 AND THE CITY OF AUBURN FOR TREATMENT OF SEWAGE
BEGINS: _____
ENDS: _____
ADMINISTERING AGENCY: _____

This Contract entered into this 26th day of July 1983, between County of Placer, Sewer Maintenance District No. 1 (SMD No. 1) and the City of Auburn (City) is entered into pursuant to Section 9029.1 of the Streets and Highways Code because SMD No. 1 presently has capacity in its facilities for collection, treatment, and disposal of sewage, and because City is in need of treatment capacity for its Airport, and Airport Industrial Park.

WHEREAS, the Director of Public Works finds that construction of the Auburn Airport Industrial Park will not be adverse to the interests of SMD #1, and;

WHEREAS, sufficient capacity is available in the SMD #1 sewage system so that no property currently within SMD #1 may be injured by such service.

NOW THEREFORE, in consideration of the mutual promises and conditions contained herein, SMD No. 1 and City hereby agree as follows:

DEFINITIONS: The following definitions shall govern the construction, meaning, and application of words and phrases used in this contract.

"Calculated Flow" shall mean the flow per day, according to authorized connections, determined pursuant to the schedule showing Flow Per Unit Per Day in Section 18.27 of the Placer County Code, 1967, as enacted by County ordinance No. 2007-B.

"Connections" shall mean connections, of property to be provided sewer service, which will allow sewage from such properties to flow into sewer facilities of City and then into sewer facilities of SMD No. 1.

"County" means County of Placer.

1. SMD No. 1 will receive, treat, and dispose of all of the raw sewage flow from connections to the City's Auburn Airport, and Airport Industrial Park Wastewater Collection System.

2. City will construct all necessary conveyance facilities to deliver the raw sewage to a point on the existing SMD No. 1 collection system.

ORIGINAL ON FILE IN THIS OFFICE ATTACHED

7-26-83

GEORGIA FLAKE

Clerk of the Board of Supervisors of the County of Placer, State of California.

Debra R. Boyd
DEPUTY CLERK

1 3. City shall put into the SMD No. 1 Sewer System only fresh raw
2 domestic sewage from the Airport Industrial Park. No quantity of partially
3 treated or treatment plant discharge sewage shall enter the SMD 1 Sewer
4 System, nor shall City permit any storm water to enter the sewer system. City
5 shall also take such action as may be necessary or reasonable to prevent any
6 discharges into the sewer system which are prohibited by Section 18.14 of the
Placer County Code, including the adoption and enforcement of a similar
ordinance.

7 4. It has been determined through field flow measurements, that the
8 existing average dry weather flow from the Auburn Industrial Park is 6,500
9 gallons per day. City shall pay to SMD #1, a participation fee for that
10 existing wastewater flow of \$25,181.00, said participation fee being based on
11 the current fee of \$3,874.00 per 1000 gallons per day of sewage. The above
mentioned fee is payable prior to the discharge of wastewater into the SMD #1
collection system.

12 5. City shall pay SMD #1 a user fee (maintenance and operation fee) of
13 \$204.29 per month, said user fee being based on the SMD #1 current user fee of
14 \$11.00 per month per 350 gallons per day of sewage. The above mentioned fee
15 will be billed yearly to the City in January of each year and will be payable
16 60 days after receipt. In the event that the SMD #1 user fee is revised, the
yearly billing shall reflect the new fee.

17 6. In the event that additional connections are made to the Auburn
18 Airport Industrial Park Wastewater Collection System, City shall pay to SMD #1
19 an additional participation fee based on the calculated flow of the new
20 connection and the current participation fee. Also, the next billing for the
21 sewer user fee to City shall reflect the increase in wastewater flow.

22 7. It is agreed that fees derived above are contained in Chapter 18 of
23 the Placer County Code and it is also agreed that the fees in Chapter 18 are
24 revised periodically to reflect increased construction and treatment costs and
25 when additional connections are made to the Auburn Airport, Airport Industrial
26 Park Wastewater Collection System, fees due to SMD #1 shall be those currently
27 authorized by the County Code.

28 8. The term of this agreement shall be for a period of 25 years.

1 IN WITNESS WHEREOF, the parties hereto have executed this contract as of
2 the day, month, year first written above.

3
4 COUNTY OF PLACER,
SEWER MAINTENANCE DISTRICT NO. 1

5 BY: Robert F. Maran
6 Chairman, Board of Supervisors

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8 CITY OF AUBURN

9 BY: Raymond Throckmold
10 Mayor

11 PLACER COUNTY
12 DEPARTMENT OF PUBLIC WORKS

13 BY: Jack Larson
14 Director

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CONTRACT NO. 10868
ADMINISTERING AGENCY
FACILITY SERVICES

DESCRIPTION: SEWER SERVICE AGREEMENT
FOR THE AUBURN AIRPORT AND
INDUSTRIAL PARK

BEGINS: 8-25-98

THIS AGREEMENT MADE AND ENTERED INTO THIS 25th day of
August, 1998 BY AND BETWEEN the PLACER COUNTY SEWER
MAINTENANCE DISTRICT NO. 1, hereinafter referred to as "SMD NO. 1", and the CITY OF
AUBURN, hereinafter referred to as "CITY".

WITNESSETH

WHEREAS, on July 26, 1983, the District and the CITY entered into Contract No. 7185, whereby the District agreed to provide continual and ongoing sewage processing services to the businesses leasing property from the City within the Auburn Airport Industrial Park (the "Park") and Airport Property, and

WHEREAS, under Contract No. 7185 the City remained responsible for the ongoing operation and maintenance of the public sewage collection system servicing the businesses within the Park (the "System"), and

WHEREAS, the utilization of the System is the most cost-effective and efficient manner to provide service to areas within the District which lie outside of the Park, and

WHEREAS, the District is willing to assume from the City the responsibility for the operation and maintenance of the System and the City is willing to allow the District to operate and maintain the System,

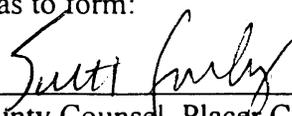
NOW, THEREFORE, THE DISTRICT AND THE CITY, in consideration of the mutual covenants herein set forth herein agree as follows:

1. The District shall assume the responsibility to operate and maintain the System as currently existing within the Park. Operation and maintenance shall include, but not be limited to, periodic inspection and cleaning. The District shall bear all costs of operation and maintenance.
2. The District shall commence an infiltration and inflow ("I&I") correction program for the System, including flow metering and inspection of manholes and pipes. The District shall

bear all costs of the I&I program and such corrective work as may be deemed necessary by the District based upon its I&I analysis.

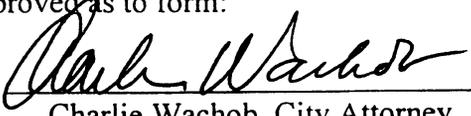
3. The CITY shall provide the District with two copies of all as-built drawings in its possession for the System.
4. The District shall be allowed to utilize the System to provide sewer service to properties outside the Park; provided, however, in the event it does so, the District will be solely responsible for the design and construction of any necessary additions to or expansions of the System and shall pay all costs therefor.
5. The City shall allow and provide access to the District to the System at all times as deemed necessary by the District to inspect, operate, maintain or perform construction work on the System.
6. The City shall pay, or the City shall require all of its lessees within the Park to pay, all duly established fees and charges of the District for sewer service and to comply with all ordinances and regulations of the District with respect thereto.
7. This Agreement is intended to be construed to be consistent with and complementary to Contract No. 7185 and to further accomplish the mutually beneficial public purposes thereof. Contract No. 7185 shall remain in full force and effect.
8. The City and the District shall cooperate to proceed with the annexation of the Park into the boundaries of the District.
9. This District agrees to provide continual and ongoing sewage processing services to the businesses leasing property from the City on the Airport and within the Auburn Airport Industrial Park. This is provided that the lease holders comply with Item No. 6 as specified above.

Approved as to form:

By: 
County Counsel, Placer County

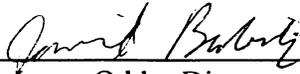
Date: 30 MAR 98

Approved as to form:

By: 
Charlie Wachob, City Attorney

Date: 3-23-98

Recommended for approval:

By: 
~~Jutta Farley~~, Director
Facility Services, Placer County

Date: 08-11-98

By: 
Thomas A. Fossum, Director
Department of Public Works
City of Auburn

Date: 3-24-98

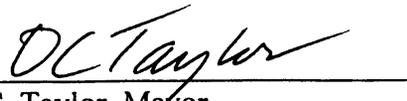
State of California
Placer County Sewer Maintenance
District No. 1

By: 
Bill Santucci, Chairman
Board of Supervisors

Approved by Board of Supervisors

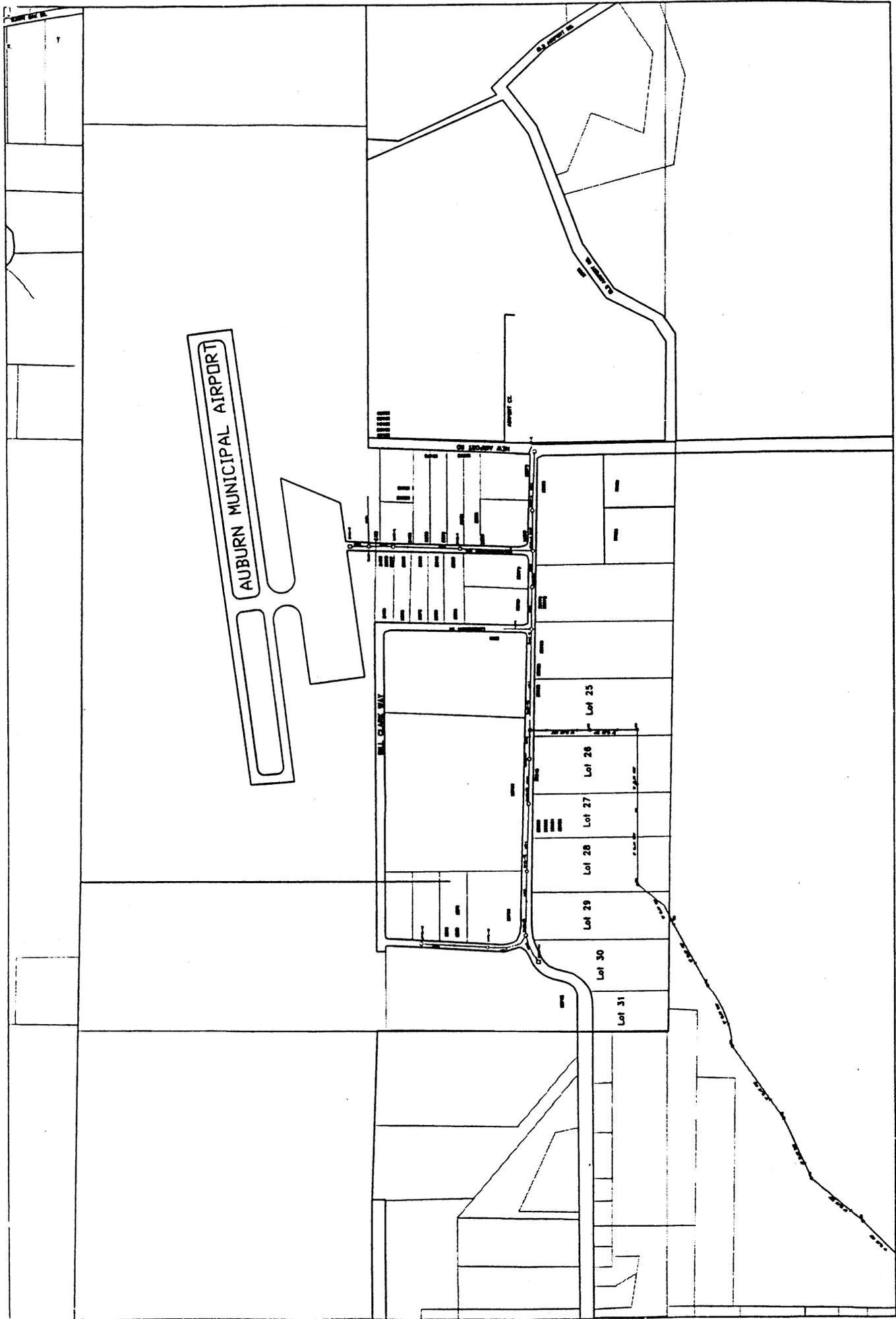
Date: 8-25-98

City of Auburn

By: 
O.C. Taylor, Mayor
City Council

Approved by City Council

Date: 3-24-98



Airport Sewer Site Plan

1 RESOLUTION NO. 98- 21

2 RESOLUTION APPROVING THE TRANSFER OF THE
3 AIRPORT SANITARY SEWER SYSTEM TO PLACER COUNTY

4 -----
5 THE CITY COUNCIL OF THE CITY OF AUBURN DOES HEREBY RESOLVE:

6 That the City Council of the City of Auburn hereby authorizes and
7 approves the transfer of ownership of the sanitary sewer system as defined to
8 include all sewer manholes, mainlines and cleanouts located at the Auburn
9 Airport and Industrial Park to Placer County SMD #1 for operation and
10 maintenance.
11

12 The Director of Public Works of the City of Auburn is authorized and
13 directed to execute a Sewer Service Agreement on behalf of the City of
14 Auburn. A true and correct copy of the agreement is attached hereto as
15 Exhibit "A".
16

17 DATED: March 9, 1998.

18 
OC Taylor, Mayor

19 ATTEST:

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21 
22 Sheron Watkins, City Clerk

23
24 I, Sheron Watkins, City Clerk of the City of Auburn, hereby certify that
25 the foregoing resolution was duly passed at a regular meeting of the City
Council held on the 9th day of March 1998 by the following vote on roll call:

26 Ayes: Coleman, Maki, Sands, Taylor, Williams
27 Noes: None
28 Absent: None


Sheron Watkins, City Clerk