

RESOLUTION 86-152

A RESOLUTION ESTABLISHING SOLID WASTE DISPOSAL FEES AND ESTABLISHING THE MANNER IN WHICH SAID FEES SHALL BE COLLECTED WITHIN THE CITY OF DELTA, UTAH AND AUTHORIZING AN INTERLOCAL COOPERATION ACT AGREEMENT BETWEEN DELTA CITY AND MILLARD COUNTY.

The City Council of the City of Delta, Utah, referred to in this resolution as the "City Council," hereby recites the following as the basis for adopting this resolution:

A. The City Council has heretofore adopted ordinances regulating the hauling and disposal of solid waste within the City of Delta, Utah as set out in Chapter 10-400 of the Revised Ordinances of Delta City (1981 edition), as amended.

B. Delta City proposes entering into an interlocal agreement with Millard County to provide for disposal of solid waste generated by the residents of Delta City and the various businesses and institutions located within Delta City. Under the terms of said agreement, Delta City will be assessed a fee by Millard County for services to be provided by Millard County in transporting of solid waste from established solid waste collection sites to the Millard County Landfill and operation of said landfill.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Delta, Utah:

1. Residential Solid Waste Fee Established. A fee of \$3.30 shall be and is hereby imposed upon every occupied residential dwelling unit within the City of Delta, to be due and payable on the first day of each month. Said billing shall be assessed on multiple dwellings such as apartments or mobile home parks based on the occupancy for the previous month. Assessments for payment of this fee shall be included in the billing for utility charges for water and sewer services. The amount paid on such statements shall be credited first to the solid waste disposal assessment adopted under this resolution, pursuant to the authority of Section 10-423 of the Revised Ordinances of Delta City (1981 edition), as amended. The balance shall then be first applied to payment of sewer service fees as provided for under Section 14-216 of said ordinances and the balance to payment of water service fees paid pursuant to Section 14-117 of said ordinances.

2. Commercial, Institutional and Industrial Fee Established. The schedule for commercial, institutional and industrial establishments shall be determined by a schedule under which separate charges are made based on the volume of solid

waste generated by any such establishment and the type of material. The rate schedule shall be broken into at least three classifications for such establishments and shall be determined by the public works superintendent or such other person as may be designated by the mayor of Delta City. Until otherwise established by the persons provided for in this section, the fees for such establishments shall be those set out in the schedule attached hereto as Exhibit "A."

3. Enforcement. In the event that fees are not paid as provided in this resolution, Delta City shall be entitled to collect such fees by civil action and shall be entitled to assess costs of collection against any person failing to make payment, including costs of court and actual attorney's fees incurred in collection. In addition, Delta City shall be entitled to proceed under the remedy set out in Section 14-100 of the Revised Ordinances.

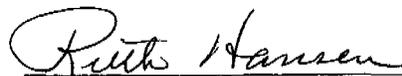
4. Authorization to Execute Agreement. Authorization is hereby given for Delta City to enter into and become a party to an agreement in substantially the same form as the agreement attached hereto as Exhibit "B." Said agreement is an interlocal agreement as provided for under the Utah Interlocal Cooperation Act between Delta City and Millard County to provide for furnishing by Millard County of solid waste disposal services to Delta City.

5. Effective Date. This resolution shall become effective upon adoption.

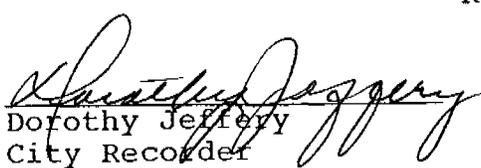
6. Severability. In the event that any provision of this resolution less than the entire resolution is held invalid by a court of competent jurisdiction, this resolution shall be deemed severable and such finding of invalidity shall not affect the remaining portions of this resolution.

7. Repeal of Conflicting Resolutions. To the extent that any resolutions, policies or procedures of the City of Delta conflict with the terms of this resolution, or the budget adopted hereby, this resolution and the terms of the budget adopted hereby shall be deemed controlling and such other conflicting resolutions, regulations or policies shall be deemed amended to comply herewith.

ADOPTED AND APPROVED this 25th day of June, 1986.


RUTH HANSEN, Mayor

ATTEST:


Dorothy Jeffrey
City Recorder

COPY

INTERLOCAL COOPERATION ACT AGREEMENT BETWEEN
MILLARD COUNTY AND DELTA CITY

SOLID WASTE MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT is entered into this 25 day of June
1986, by and between:

I. MILLARD COUNTY, a political subdivision of the State of Utah, referred to in this agreement as "Millard County," of P.O. Box 226, Fillmore, UT 84631.

II. CITY OF DELTA, a municipal corporation and political subdivision of the State of Utah, referred to in this agreement as "Delta City," of P.O. Box 397, Delta, UT 84624.

WHEREAS, Millard County is in the process of designing and constructing a sanitary landfill for purposes of lawful disposal of solid waste within the boundaries of Millard County; and

WHEREAS, Delta City desires to facilitate the disposal of solid waste generated within the boundaries of Delta City at the Millard County sanitary landfill; and

WHEREAS, it is necessary to collect fees to defray the cost of managing and disposing of solid waste and for the transportation and disposal of solid waste from a transfer point convenient to the residents of Delta City and the parties having determined that Delta City is in the best position to collect the fee for such costs; and

WHEREAS, the parties desire to enter into an agreement pursuant to authority granted to them under the Utah Interlocal Cooperation Act as set out in Chapter 13 of Title 11, Utah Code Annotated (1953), as amended, to outline the duties and obligations of the respective parties hereto;

NOW, THEREFORE, it is hereby agreed to by and between the parties, for the mutual covenants and other consideration expressed herein, as follows:

1. Services Provided by Millard County.

a. Millard County agrees to design, construct, equip, operate and maintain a centrally located sanitary landfill (Millard County sanitary landfill) for use by residents, businesses and other institutions located within Millard County and to provide and maintain all equipment and manpower necessary to

haul solid waste from the solid waste collection station and transfer point conveniently located to Delta City to the Millard County sanitary landfill.

b. Millard County agrees to construct a solid waste collection station to be used by residents, businesses and institutions located within Delta City (Delta City users) to collect solid waste from users located within the boundaries of Delta City.

c. Millard County shall provide for clean up and pick up of all garbage and other solid waste at the collection station, whether or not such solid waste is deposited in or remains in the collection bins.

d. Millard County shall have no responsibility to assist in any manner the users located within Delta City in transporting solid waste to the collection station.

2. Collection Station Ownership and Maintenance. Once the collection station has been constructed by Millard County and the construction accepted by Delta City, ownership of the collection station and all improvements related thereto shall pass to Delta City. Delta City shall thereafter be responsible to maintain the collection station, including access roadways, containment fences and other such facilities in a reasonable manner and shall provide that all repairs shall be done in a prompt and workmanlike manner.

3. Adoption of Ordinance by Delta City. Delta City shall adopt an ordinance within 30 days of the date of this agreement amending the present Revised Ordinances of Delta City (1981 edition), as amended, to incorporate at least the following provisions:

a. Making provision for a schedule of fees that Delta City will charge its solid waste users for sanitary landfill purposes, which fee shall be in an amount at least equal to schedules approved by Millard County.

b. Provision that disposal of litter, garbage, refuse and other solid waste within the boundaries of Delta City in a manner other than that approved by Millard County Sanitary Landfill Ordinance No. 152 shall be a criminal offense.

4. Census of Users. Delta City shall provide to Millard County on a quarterly basis the names and address of all

Delta City users, with classification showing residential users and various category of other users. The fees to be paid by Delta City to Millard County under this agreement shall be based on these census figures; provided, however, that payments for the initial quarter shall be estimated and shall thereafter be adjusted quarterly based on the census to be provided by Delta City. Such adjustments shall be made to the fees made by Delta City based on the number of residential units occupied and the number of other users and the volume of solid waste disposed of by such users.

5. Fees.

a. Delta City shall be responsible for billing and collecting all solid waste disposal fees and charges to Delta City users, as determined in accordance with the ordinance to be adopted under Section 3 of this agreement. Delta City shall pay to Millard County, on a quarterly basis, the amounts determined to be due under the census provided for in Section 4 above. Delta City shall make payment to Millard County irrespective of whether or not Delta City collects all fees assessed against Delta City users. Delta City agrees that any amounts received from users on account of billings for solid waste disposal service and other municipal-type services billed concurrently shall be first applied to payment of that portion of said billing attributable to solid waste disposal fees and charges. Delta City shall be responsible for collecting such past due fees as may be assessed by it and shall be entitled to undertake sufficient lawful means to collect such amounts, at its sole discretion.

b. The fees to be paid by Delta City to Millard County for landfill services shall be set by resolution of the Board of Commissioners of Millard County, subject to change upon 90 days advance written notice to Delta City.

c. Until such fees are otherwise established by the Board of Commissioners of Millard County, the fees assessed to Delta City shall initially be in the following amounts:

- i. All residential users: \$3.00
- ii. Commercial, institutional and other users as shown below:

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>
Magnitude of Dis- placement of Solid	Classification Assigned to Dis-	Dollar Assessment for Commercial or Indust-

<u>Waste Gathered in a Calendar Quarter</u>	<u>placement Volume Taken from Col. 1</u>	<u>rial User According to Classification Assigned</u>	
		<u>Not More Than/Not Less Than</u>	
100 cu. yds or more	High	\$100/month	\$25/month
More than 25 but less than 100 cu. yds	Medium	\$24/month	\$10/month
More than 10 but less than 25 cu. yds	Low	\$9/month	\$5/month
Less than 10 cu. yds	Minimal	----	\$3/month

6. Default.

a. In the event that Delta City defaults in the payments of fees due hereunder, Millard County may, in its sole discretion and after 15 days advance notice, terminate all landfill services to Delta City until the default in payment is cured. This remedy shall be in addition to all legal remedies available to Millard County for enforcement of this agreement.

b. In the event that Delta City fails to maintain the collection station in the manner provided in this agreement, Millard County may, at its sole discretion, make such repairs and maintenance to the collection station as are necessary, after 10 days written notice, or in the event that the state of repair of the collection station constitutes an immediate hazard to life or health, Millard County may, at its discretion, terminate all landfill services to Delta City until the necessary repairs and maintenance to the collection station are made by Delta City.

c. Each party shall be entitled to specific performance of all duties and obligations set out in this agreement.

7. Term. This agreement shall become effective July 1, 1986. This agreement shall thereafter continue in effect for an indefinite period not to exceed fifty (50) years, unless terminated by either party hereto by 90 days advance written notice to the other party.

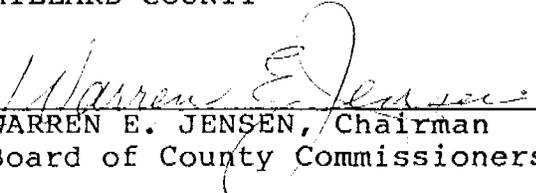
8. Notice. All notices required to be given in this agreement shall be deemed delivered within five (5) days after depositing the same in the United States mail, postage prepaid, by certified mail, return receipt requested, addressed to the parties as set out in the first part of this agreement. In the event either party has a change of address, notice of such change

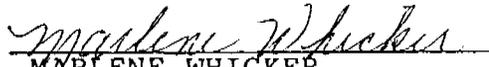
of address shall be given in accordance with the provisions of this section and after giving of such notice, notices shall be sent to the new address contained in such notice.

9. Applicable Law. This agreement shall be governed in accordance with the laws of the State of Utah.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first written above.

MILLARD COUNTY

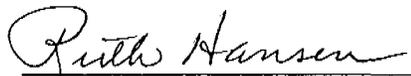

WARREN E. JENSEN, Chairman
Board of County Commissioners

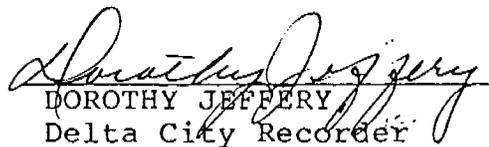
Attest: 
MARLENE WHICKER,
Millard County Clerk

Approved in accordance with Section
11-13-9, U.C.A. (1953), as amended


STEVEN R. JACKSON
Millard County Attorney

DELTA CITY


RUTH HANSEN, Mayor

Attest: 
DOROTHY JEFFERY
Delta City Recorder

Approved in accordance with Section
11-13-9, U.C.A. (1953), as amended


WARREN H. PETERSON
Delta City Attorney