
AGENDA ITEM SUMMARY

Subject: Discuss proposed agreement to provide time extensions for disconnecting sanitary sewer and water service lines from their respective mains

Background Summary:

When sanitary sewer and water service lines are abandoned and no longer used, the City Code requires the termination of these lines from the sewer and water mains. The sanitary sewer service line shall be disconnected and the connection capped (plugged) at the main. The water service line connection shall be removed from the main and replaced with a brass plug to provide for a watertight repair. Without proper termination, sanitary sewer services abandoned in place provide a route for ground water to infiltrate into the sanitary sewer system, and water services abandoned in place have the possibility to leak and may go undetected for a considerable length of time.

The disconnections are to occur at the time the service lines are abandoned and no longer used. We have had requests from property owners demolishing houses to delay disconnecting the service lines until they decide how to reuse the property. The staff understands the request for additional time, but we would like to have a mechanism in place to set a time parameter and ensure the work is completed.

We have worked with Brad to prepare an agreement to address these concerns. A copy of the proposed agreement is attached for your review. The agreement provides for a specified time extension. The agreement also allows the City to complete the work if the property owner fails to comply with the agreement and code. The costs incurred by the City to disconnect the service lines are recovered through the assessment process.

The agreement will be modified for each specific site. Following the property owner's approval, the City Council will execute the agreement, and the agreement will be recorded at the Floyd County's Recorder's Office.

We will discuss this agreement template at Monday's planning session for the Council's information and receive any comments. Specific agreements will then be placed on future Council meeting agendas for approval as needed.

Prepared by and Return to: Brad Sloter, 200 N. Johnson St., Charles City, IA 50616, 641-228-4533

AGREEMENT RE:

(Legal Description of Property)

This Agreement (“Agreement”) is made this ____ day of _____, 2020, by and between the City of Charles City, Iowa (“the City”) and Property Owners’ Names, (“Owners”).

RECITALS

- A. Owners own real property located at (Street Address), Charles City, Floyd County, Iowa, as legally described in the caption hereof (“the Property”).
- B. The structure on the Property is currently in poor condition. Owners intend to demolish the structure located on the Property.
- C. Upon demolition of the structure on the Property, the City will require that the sanitary sewer and water service lines servicing the structure be terminated and disconnected at the sanitary sewer main and water main in accordance with the City Code of Ordinances.
- D. The Owners have requested that the City provide them _____ months after completion of demolition of the structure at the Property to terminate and disconnect the sanitary sewer line and water line at the sanitary sewer main and water main.
- E. Subject to the terms and conditions set forth herein, the City has agreed to provide the Owners with _____ months after completion of demolition of the structure at the Property to terminate and disconnect the sanitary sewer line and water line at the sanitary sewer main and water main.

NOW THEREFORE in consideration of the mutual covenants herein contained be it agreed by the undersigned parties as follows:

- 1. Demolition. The Owners shall complete demolition of the structure on the Property on or before _____, 2020.
- 2. Timeline for Termination of Utility Lines. The Owners shall have _____ months from issuance of a certificate of completion of demolition of the structure on the Property to terminate and disconnect the sanitary sewer and water lines at the main.

3. Termination of Utility Lines by City. If the Owners have not terminated and disconnected the sanitary sewer and water lines at the main within _____ months of issuance of a certificate of completion of demolition of the structure on the Property, then the Owners hereby authorize and request the City and its agents, contractors, and employees, to enter upon the Property for the purpose of removing, disconnecting, and terminating the sanitary sewer line and water line at the sanitary sewer main and water main. In such case, the City shall be responsible for supervising the disconnection and termination of the utility lines.
4. Waiver of Notices and Hearings. The Owners hereby waive any and all notices, hearings, and rights that they may be entitled to under the Charles City Code of Ordinances and/or Iowa law regarding the ordering of the construction/removal of the utility lines, and the subsequent assessment of costs thereof to the Property. Such waiver includes, but is not limited to, the requirement of a prior finding by the City Council that the utility lines constitute a nuisance and/or violation of the City Code of Ordinances, and the requirement of prior notice to the Owners of their obligation to disconnect the utility lines at the main.
5. Assessment for Costs and Billing and Certifying to the County. Upon completion of the termination and disconnection of the utility lines by the City as set forth herein, the City Engineer shall submit to the City Council an itemized and verified statement of expenditures for material and labor and the legal description of the Property on which work has been performed. The costs shall be assessed to the Property, shall constitute a lien against the property, and shall be collected as set forth in the Charles City Code of Ordinances and in Iowa Code Section 364.12.
6. Consent of Owner. The Owners expressly consent to the City undertaking the disconnection and termination of the utility lines as set forth herein and consent to all reasonable and appropriate costs for material and labor for the disconnection and termination of the utility lines being assessed to the Property as set forth herein.
7. Temporary Construction Easement. The Owners hereby grants to the City and its agents, contractors, and employees, a temporary easement to enter upon the Property for the purpose completing construction of the Improvements as set forth herein.
8. Indemnification and Hold Harmless. The Owners agree to hold the City harmless from and indemnify the City for any claims for damages to persons or property asserted against the City and arising from the work performed by the City for the termination of the service lines.
9. Binding Effect. The terms of this Agreement shall be binding on the undersigned parties, together with their heirs, successors, and assigns.
10. Approval of City Council. This agreement is subject to approval by the City Council of the City of Charles City, Iowa.

CITY OF CHARLES CITY, IOWA

105 Milwaukee Mall
Charles City, IA 50616

OWNERS

(street address)
Charles City, IA 50616

BY: _____
Dean Andrews, Mayor

(Property Owner Name)

Date: _____

(Property Owner Name)

Attest:

Date: _____

Trudy O'Donnell, City Clerk

STATE OF IOWA, COUNTY OF FLOYD)ss

On this _____ day of _____, 2020, before me, a notary public in and for the state of Iowa, personally appeared Dean Andrews and Trudy O'Donnell, to me personally known, and who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Charles City, Iowa; that the seal affixed to the foregoing instrument is the seal of said municipality of Charles City, Iowa, and that the instrument was signed and sealed on behalf of said City by authority of its City Council, and that Dean Andrews and Trudy O'Donnell acknowledged the execution of the instrument to be the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF FLOYD)ss

On this _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared (Property Owners' Names), to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in and for the State of Iowa