

Return to: City Clerk
City of Missoula
435 Ryman Street
Missoula MT 59802-4297

**CONTRACT AGREEMENT, For City Public Sanitary Sewer
Subject to Provisions of the Most Recently Adopted Building Codes
And
Subject to Municipal Administration**

THIS CONTRACT AGREEMENT, made this ____ day of _____, _____, by and between the City of Missoula, a municipal corporation organized under the laws of the State of Montana, as grantor of City sanitary sewer services, hereinafter referred to as "City," and _____, as grantee recipient(s) of City sanitary sewer services, hereafter referred to as "Grantee," whose mailing address is _____.

WHEREAS, "Grantee" is/are the owner(s) of the real property commonly known as _____, described below or as fully described and shown on Exhibit (A / B) attached and made a part of this agreement; and

(LEGAL DESCRIPTION)

WHEREAS, the City of Missoula owns and operates a municipal sanitary sewer system known as the _____, and

WHEREAS, the City of Missoula has adopted Resolution No. 7656 specifying the City's policy for review and approval of requests for sanitary sewer service to property outside the corporate limits; and

WHEREAS, the parties are desirous of entering into a contract agreement pursuant to MCA 7-13-4312 for the City of Missoula to furnish City sanitary sewer services to "Grantee" at rates adopted in accordance with Montana State Law.

WITNESSETH:

IN CONSIDERATION of the performance of the terms and conditions of this Contract Agreement on the part of each party, and pursuant to MCA 7-13-4312, MCA 7-13-4314 and City Council Resolution No. 7656, IT IS HEREBY AGREED AS FOLLOWS:

(1) Furnishing of Municipal Sanitary Sewage Services

"City" hereby agrees to furnish sanitary sewer services to "Grantee" for the real property as above described. It is contemplated that this service will be provided through a lateral sanitary sewer line extension, which will connect to the _____. Nothing in this

Contract Agreement shall obligate "City" to pay the costs of right-of-way acquisition, engineering, construction and other building costs for the sanitary sewer line extension from the _____ to the "Grantee" property.

(2) Sanitary Sewer Connections

Upon approval by the City Engineer's Office of the design and construction of the sanitary sewer lateral and service lines, and acceptance of the sanitary sewer lines by "City," "Grantee" will be given permission to connect no more than _____ to the municipal sanitary sewer system via the _____. Any additional sanitary sewer connections shall require a new application for sanitary sewer service.

Upon approval by the City Engineer's Office of the design and construction of the sanitary sewer lateral and service lines, and acceptance of the sanitary sewer lines by "City," "Grantee" will be given permission to connect no more than _____ to the municipal sanitary sewer system via the _____. Any additional sanitary sewer connections shall require a new application for sanitary sewer service. "Grantee" agrees to submit to the City Engineer's office complete plans and specifications for the extension of sanitary sewer service to the above described property for approval prior to the time that the plans are submitted to the State of Montana Department of Health and Environmental Sciences for approval. The plans shall take into consideration the City's policies that connections to the trunk line be kept to a minimum, and that each structure have a separate connection to the sanitary sewer.

Upon approval by the City Engineer's Office, "Grantee" will be given permission to extend _____ sanitary sewer stubs from the municipal sanitary sewer system via the _____ to the property line of the property described herein. Any additional sanitary sewer stubs shall require a new application for city sanitary sewer service. Prior to connecting any residential or commercial building or any other structure to the sanitary sewer service stub-out(s), a request must be submitted to "City" for sanitary sewer service describing the use of the building proposed to be connected. The request is to be reviewed and approved by "City" prior to any connection of a residential or commercial building, or other structure. No residential or commercial building or any other structure shall be allowed to connect to the sanitary sewer service extension unless approval has first been obtained from the City of Missoula Public Works Department or the City Sewer Review Committee; and the property is in compliance with City Council Resolution No7656 Section B.

(3) Transfer of Title

Within thirty (30) days of the completion of the construction and "City" acceptance of the said sanitary sewer extension, "Grantee" hereby agrees to transfer, or cause to be transferred, to "City" by appropriate documents any right, title and interest that "Grantee" may have in the sanitary sewer lateral and main extensions to be built by "Grantee" to provide service to the herein described property.

"Grantee" agrees that the sanitary sewer lateral line extension from the _____ to the property shall be constructed in a public right-of-way or on land either owned by "Grantee" or subject to an appropriate easement approved by "City," granting "Grantee," "City," and their successors and assigns the right to construct, repair and maintain the sanitary sewer extension lines. If any portion of the lateral extension is constructed on land owned by "Grantee" at the time "Grantee" transfers their interest in the sanitary sewer extension line to the "City," they shall also grant the "City" an appropriate easement for construction, repair, and maintenance of the sanitary sewer extension lines.

(4) Maintenance

Upon completion and acceptance of construction and the approval of access to the sanitary sewer lines constructed in easements, maintenance and repair of the mains servicing "Grantee" property shall

become and remain the responsibility of the "City." Maintenance and repair of the lateral service lines serving the "Grantee" property shall become and remain the responsibility of the owners.

An exception is made in the instance of a STEP (Septic Tank Effluent Pump) sanitary sewer connection, The STEP tank and service line from the STEP tank to the sanitary sewer main is the property of "City" and maintenance and repairs are done by "City."

(5) Rates

Upon connection of a residential or commercial building or any structure to the sanitary sewer service stub on the real property described above that feeds into the municipal sanitary sewer system, "Grantee" agrees to pay to "City" such sanitary sewer charges, rates and fees as are established by "City" in accordance with Montana State Law. Should the Public Service Commission allow the City to charge a higher rate to non-city users, "Grantee" agrees to pay said rates, charges and fees from the date "Grantee" connects to the city sanitary sewer system.

(6) Consent to Annexation

Pursuant to Section 7-13-4314, MCA the City requires that any person, firm, or corporation outside of the incorporated city limits is required, as a condition to initiate such service, to consent to annexation of the tract served by "City." Upon connection to the sanitary sewer service stub(s) by any residential or commercial building or any other structure located on the property described herein, "Grantee" agrees to consent to annexation under the following conditions and in the following manner:

- (a) In the event the City decides to annex the real property subject to this Contract Agreement, "Grantee" hereby consents to said annexation and waives any right of protest to said annexation proceedings.
- (b) "Grantee" hereby agrees and consents to, and hereby submits the real property described herein to municipal taxation and assessments including but not limited to sanitary sewer utility assessments in the same manner as other private property within the city is taxed and assessed for municipal tax, assessment and utility service purposes.
- (c) "Grantee" hereby signs the petition requesting annexation attached to and made a part hereof under this Contract Agreement for municipal sanitary sewer services at the time of signing this contract agreement. Such petition shall be filed with the City Clerk.
- (d) A copy of this Contract Agreement shall be filed with the office of the Missoula County Clerk and Recorder.
- (e) Subsequent to this Contract Agreement all deeds to parcels of land within the property subject to this Contract Agreement granted by "Grantee" shall contain the following consent to annexation and waiver:

"The Grantee hereby covenants and agrees that acceptance of this deed does constitute a waiver of the statutory right of protest against any annexation procedure initiated by the City of Missoula with respect to the property described herein. Grantee also agrees that acceptance of a deed constitutes an obligation on the part of Grantee to initiate annexation procedures per the Petition to Annex on file at the City Clerk's Office.

This consent to annexation and waiver shall run with the land and shall forever be binding upon the Grantee, their transferees, successors and assigns."

(7) Special Conditions

- (a) As a condition of this contract, all proposed development benefitting from municipal sanitary sewer services, shall be constructed to City approved urban standards. All proposed development plans shall be reviewed by the Missoula Office of Planning and Grants staff and the City Engineer to assure compatibility with urban standards. The following urban subdivision and zoning regulations shall apply, including, but not limited to:
- (b) City Subdivision Regulations Article 3, Sections 3-010 General Standards, 3-020 Streets, Access, and Transportation, 3-030 Lots and Blocks, 3-040 Grading, Drainage, and Erosion Control, 3-050 Utilities, 3-060 Easements, 3-070 Water Supply, Sewage Disposal, and Solid Waste and 3-140 Hillside Protection; City Zoning Ordinances Chapters 20.50 Natural Resource Protection and 20.60 Parking & Access; and Missoula Municipal Code Chapter 15.65 Grading, Drainage, Erosion Control and Stormwater Pollution Prevention Plans (SWPPP)..
- (c) City ordinances related to site development as described in Missoula Municipal Codes, Chapters 12.08 Bonded Contractors, 12.12 Curbs, Sidewalks and Paving, 12.16 Sidewalk Maintenance, 12.22 Parking Facilities, 12.24 Excavations, 12.30 Fences, 12.36 Poles and Wires and 12.48 Boulevards as well as Chapters 13.04 Sewer Regulations, 13.07 Wastewater Pretreatment Regulations, 13.08 Sewer Service Charges, 13.10 Phosphorus Content of Wastewater Discharges, 13.12 Protection of Water Mains, 13.16 Drain Layers, 13.24 Gas and 13.26 Missoula Valley Water Quality Ordinance.
- (d) All new residential or commercial buildings or additions to existing buildings requiring connecting to sanitary sewer are subject to City Impact Fees to support the installation of future urban infrastructure.
- (e) Owners and developers of all new development or additions to existing buildings approved for the extension of sanitary sewer service with the condition of successful annexation enter into a development agreement with the City in accordance with City Council Resolution No. 7410.
- (f) The City of Missoula hereby retains the right to revoke sanitary sewer services to the herein described property in the event these conditions are not met by the property owner or the heirs, successors, administrators, executors, personal representatives and assigns of the property owner.
- (g) Grantee”, as recipient(s) of City sanitary sewer services, hereby agrees to comply with these special conditions under penalty of revocation of all agreed to rights to the City’s sanitary sewer services in accordance with this contract agreement.
- (h) “Grantee,” acknowledges by signature on this contract agreement that “Grantee” is fully aware of the City’s authority to regulate any activity or usage as defined in the Missoula Municipal Code (MMC), including but not limited to discharge limitations, pretreatment, sampling and reporting, related to the municipal sanitary sewer system as provided for in:
- (i) Section 7-13-4311 MCA “Authorization to furnish water and sewer services to industrial consumers”, specifically authorizes a city to provide sewer service to industrial properties located outside the city limits
- (j) Section 7-13-4312 MCA is entitled “authorization to furnish water and sewer systems to persons located outside the municipality”;
- (k) Section 7-13-4314 MCA entitled “annexation as a requirement for receiving providing service”, whereby the city could require annexation; but often chooses to delay annexations for a future date while still providing the sewer service pursuant to a contractual agreement.

CITY OF MISSOULA

Attest:

By:

Martha L. Rehbein, City Clerk

John Engen, Mayor

(SEAL)

Return to: City Clerk
City of Missoula
435 Ryman Street
Missoula MT 59802-4297

PETITION NO. _____
BEFORE THE CITY COUNCIL
OF THE
CITY OF MISSOULA

PETITION FOR ANNEXATION TO CITY

Dated this ____ day of _____, _____.

COME NOW the undersigned and respectfully petitions the City Council of the City of Missoula requesting city annexation of the following real property into the City of Missoula and to remove the following real property from the Rural Fire District

This Petition is pursuant to the Contract Agreement for City sanitary sewer services dated the ____ day of _____, _____.

The petitioner(s) requesting City of Missoula annexation of the property described herein hereby mutually agree with the City of Missoula that immediately upon annexation of the land all City of Missoula municipal services will be provided to the property described herein on substantially the same basis and in the same manner as such services are provided or made available within the rest of the municipality prior to annexation. Petitioner(s) hereby agrees and consents to, hereby submits the real property described herein to municipal taxation and assessments including, but not limited to, sanitary sewer utility assessments in the same manner as other private property within the city is taxed and assessed for municipal tax, assessment and utility service purposes

Petitioner(s) hereby states that there is no need to prepare a Municipal Annexation Service Plan for this annexation pursuant to Section 7-2-4610, MCA since the parties are in agreement as to the provision of municipal services to the property requested to be annexed.

LEGAL DESCRIPTION OF PROPERTY TO BE ANNEXED:

PROPERTY ADDRESS:

NAME AND/OR COMPANY

 NAME, TITLE

 NAME, TITLE

STATE OF MONTANA)
) ss.
 County of Missoula)

On this _____ day of _____, _____, before me the undersigned, a Notary Public for the State of Montana, personally appeared _____, representing _____, known to me to personally (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge to me that he/she/they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal on the day, month, and year in this certificate first above written.

(SEAL)

 Notary Public for the State of Montana.
 Printed Notary Name _____
 Residing at _____, Montana.
 My Commission expires: _____.
 MM/DD/YYYY