

**RESOLUTION NO. 1187**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF FAIRVIEW TO PROVIDE WATER SERVICE FOR TAX LOT 15, SECTION 22, T1N, R3E, WM FOR CHINOOK RV STORAGE, AND RESCINDING RESOLUTION NO. 1094.**

**WHEREAS**, Tax Lot 15, Section 22, Township 1 North, Range 3 East, Willamette Meridian, in the City of Fairview is being developed under the business name "Chinook RV Storage"; and

**WHEREAS**, the City of Fairview does not currently have municipal water service available in the vicinity of Tax Lot 15; and

**WHEREAS**, the City of Troutdale does have municipal water service currently available in the vicinity of Tax Lot 15; and

**WHEREAS**, both cities desire that Troutdale provide water service to Fairview for Tax Lot 15 until such time as Fairview municipal water service is available in that area; and

**WHEREAS**, Resolution No. 1094 dated April 12, 1994, authorized a similar Intergovernmental Agreement (IGA), but that IGA contained a "sunset" clause requiring all construction work to be completed no later than June 30, 1994; and

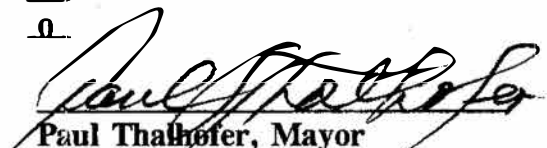
**WHEREAS**, since that completion date was not met, the previous agreement has become null and void, requiring a new Agreement as provided for in this Resolution.

**NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROUTDALE**

**Section 1.** The Mayor is authorized to enter into an Intergovernmental Agreement with the City of Fairview to provide water service for Tax Lot 15.

**Section 2.** Resolution No. 1094 is hereby rescinded.

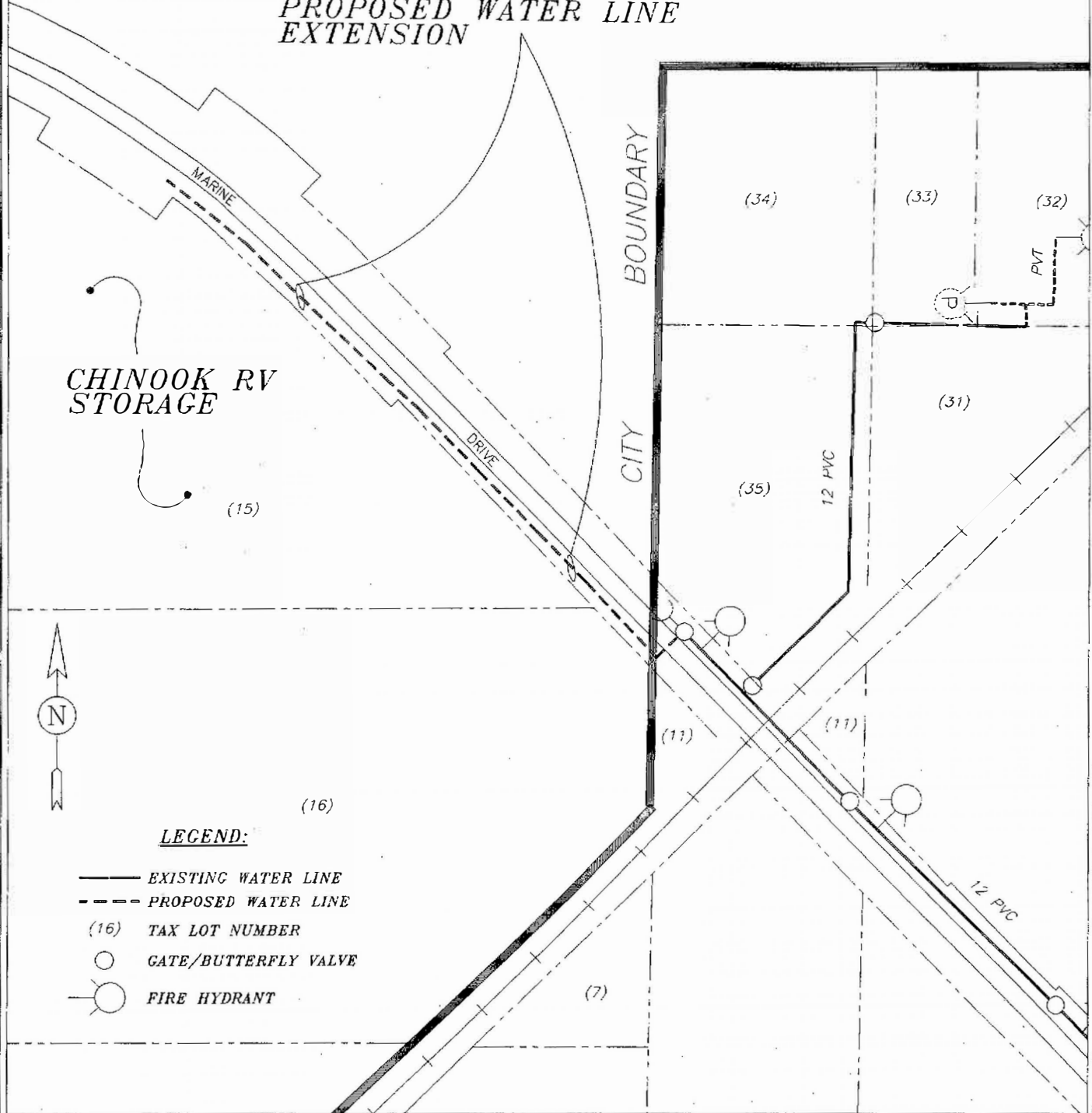
**YEAS:** 6  
**NAYS:** 0  
**ABSTAINED:** 0

  
Paul Thalhofer, Mayor  
Dated: JULY 13, 1995

  
George Martinez, City Recorder

Adopted: July 11, 1995

**PROPOSED WATER LINE  
EXTENSION**



**CHINOOK RV  
STORAGE**



**LEGEND:**

- EXISTING WATER LINE
- - - PROPOSED WATER LINE
- (16) TAX LOT NUMBER
- GATE/BUTTERFLY VALVE
- ⊙ FIRE HYDRANT

FILE NAME: CHNK.RV  
 TITLE BLOCK: T88X11  
 EXTERNAL REFERENCES: NONE  
 PLOT DATE: 07-03-95  
 BY: J.M.  
 PREVIOUS REVISION DATE: 04-01-94



DEPARTMENT OF PUBLIC WORKS  
**CITY OF TROUTDALE**  
**PROPOSED WATER LINE EXTENSION**  
**FOR**  
**CHINOOK RV STORAGE**  
 MULTNOMAH COUNTY, OREGON  
 JULY 1995

**INTERGOVERNMENTAL AGREEMENT  
FOR WATER SERVICE  
BETWEEN THE CITY OF FAIRVIEW AND THE CITY OF TROUTDALE**

**This Agreement is entered into between the City of Fairview (Fairview) and the City of Troutdale (Troutdale), both municipal corporations in the State of Oregon, on the last date provided in Section VI.**

**RECITALS**

**WHEREAS, a developer desires to improve a parcel of land in Fairview known as Tax Lot 15, Section 22, Township 1 North, Range 3 East, Willamette Meridian; and**

**WHEREAS, Fairview currently does not have municipal water service in the area of Tax Lot 15; and**

**WHEREAS, Troutdale does have municipal water service in the vicinity of Tax Lot 15; and**

**WHEREAS, Fairview and Troutdale have agreed that it is desirable for Troutdale to provide water service to Fairview for Tax Lot 15 until such time as Fairview has municipal water service in that area.**

**NOW THEREFORE, THE PARTIES DO MUTUALLY AGREE AS FOLLOWS:**

**I. Scope**

- A. Troutdale agrees to allow Fairview or its designated agent to connect a one-inch water service line from Tax Lot 15 to the Troutdale municipal water system on Marine Drive near the common boundary between Fairview and Troutdale.**
- B. Troutdale further agrees to provide Fairview with water provided from the above designated connection at the same rate as provided to all other Troutdale customers.**
- C. Fairview agrees that it or its agent will bear all costs and comply with all Troutdale standards in its installation of all water service lines and connections within the City limits of Troutdale relative hereto.**
- D. Fairview further agrees that it will pay to Troutdale the appropriate system development charge, installation charge, and monthly user fees.**
- E. Fairview further agrees to physically disconnect the one-inch service line from said Troutdale municipal water main as soon as Fairview municipal water service is available in that area.**

**II. Schedule**

All construction work to be performed under this Agreement will be completed no later than December 31, 1995.

**III. Cost and Payment Procedures**

- A. Fairview will pay to Troutdale a non-refundable system development charge of \$ 1,217 and a non-refundable installation fee of \$ 285 prior to the commencement of construction and main connection effort in Troutdale.
- B. Fairview will pay Troutdale the monthly user fee as billed no later than the 20th day of the month after the billing month.

**IV. Amendment**

This Agreement is only between Fairview and Troutdale. No other parties may be obligated under this Agreement, no other services may be provided, and no changes may be made unless both parties agree to do so in writing.

**V. Termination**

This Agreement may be terminated by either party upon thirty days written notice to the other party.

**VI. Execution**

This Agreement is effective on the last date noted below.

For Fairview:

Name: Roger Anderson  
Title: MAYOR  
Date: 7-19-95

For Troutdale:

Name: Paul H. Kiefer  
Title: MAYOR  
Date: JULY 13, 1995

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