

RESOLUTION NO. 1340

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN INTERGOVERNMENTAL AGREEMENT WITH THE SANDY DRAINAGE DISTRICT FOR STORM DRAINAGE PUMP STATION IMPROVEMENTS

WHEREAS, a need for additional capacity in the Sandy Drainage District's Pump Station was identified in the North Troutdale Storm Drainage Study, completed in 1990; and

WHEREAS, much of the need for additional capacity is created by the development in the City of Troutdale which creates impervious surfaces and increases storm water runoff; and

WHEREAS, the City has been collecting storm sewer system development charges based partially on the City's contribution to the pump station improvements; and

WHEREAS, the February, 1996, and December 1996/January 1997 storm events resulted in the backup of storm water in the pump station which nearly rendered the pump station inoperative, thus demonstrating the need to make the improvements as soon as possible; and


WHEREAS, both parties are benefited by a cost-sharing arrangement in which the City pays the initial construction costs and the District provides in-kind services of planning, design, construction management, contract administration, and life-long operation and maintenance; and


WHEREAS, an Intergovernmental Agreement has been prepared which will implement said cost-sharing arrangement.

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

That the Mayor is authorized to sign an Intergovernmental Agreement, which is attached hereto and made a part hereof, with the Sandy Drainage District for storm drainage pump station improvements.

YEAS: 5
NAYS: 0
ABSTAINED: 0


Paul Thalhofer, Mayor
Dated: 7-22-97


Debbie Stickney, Deputy City Recorder
Adopted: 7-22-97

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement ("Agreement") is made by and between City of Troutdale and Sandy Drainage District, and entered into on _____, 1997.

RECITALS

Whereas, the City of Troutdale (hereinafter "City") has a responsibility for storm drainage management within the City; and

Whereas, the Sandy Drainage District (hereinafter "District") was established in 1919 to provide protection from seasonal flooding of the Columbia and Sandy rivers for approximately 1,500 acres of benefiting land, of which about 900 acres are within the City; and

Whereas, the District operates and maintains a series of ditches, levees, and a Pump Station to accomplish its mission; and

Whereas, the District and the City signed a Memorandum Of Understanding dated December 18, 1995, to enter into discussions regarding items of mutual interest, including the operation and expansion of existing facilities; and

Whereas, such discussions have revealed that changes from agricultural to other uses of land within the City, and subsequent development thereof, have contributed to increased storm water runoff which drains to the Pump Station and is discharged to the Columbia River; and

Whereas, such additional runoff threatens to exceed the current 22,000 gallon per minute capacity of the Pump Station as evidenced by the February, 1996, storm events which came within inches of rendering the Pump Station inoperative; and

Whereas, an increase in pumping capacity of approximately 16,000 gallons per minute at an estimated cost of \$200,000 is considered feasible and necessary; and

Whereas, an increase in pumping capacity was anticipated based on the North Troutdale Storm Drainage Study (hereinafter the "Study") which was completed in 1990; and

Whereas, discussions among the Study participants during the Study estimated an allocation of costs for additional pumping capacity at 78% for the City and 20% for the District; and

Whereas, compression under Measure 5 has resulted in severe funding shortfalls for the District such that it is unable to pay its full 20% share of initial capital costs, so the District will pay its costs in the form of in-kind services, pre-design and design engineering, contract management and administration.

AGREEMENT

Now, therefore, it is mutually agreed by and between the parties hereto as follows:

1. The City will pay to the District, not to exceed \$200,000, the costs for the construction, purchase and installation of a pump and discharge pipes and other pump station/flood control related improvements (items to be purchased and installed collectively referred to hereinafter as "improvements") with capacity of approximately 20,000 gallons per minute.
2. The District will purchase and install the improvements by June 30, 1998. If District is making reasonable progress toward completing its responsibilities under this Agreement, the District may request, and the City shall not unreasonably withhold its consent, to extend the time period for purchase and installation by an additional six months.
3. The District will pay the costs for an engineering study, for design, and for services during construction (contract management and administration) for the purchase and installation of the improvements. These services are estimated to cost approximately \$35,000.
4. The District is responsible for and will pay all operating, maintenance, and repair costs during the projected 50-year life of the improvements. These services are estimated to cost approximately \$ 750,000 over the 50 years.
5. This Agreement is subject to future appropriations by the respective governing bodies of the City and the District.
6. The District shall comply with the applicable provisions of ORS Chapter 279 when entering into contracts using the payments made by the City under the Agreement.
7. Subject to the limitations of the Oregon Tort Claims Act, and to the extent allowed by law, the City shall indemnify, defend, save and hold harmless the District, its officers, boards, agents, and employees against all liability, claims, suits, or actions of whatsoever nature, loss, or expenses, including attorney fees, and against all claims, actions, or judgments based upon or arising out of damage or injury or death to

persons or property caused by an act or omission of the City or by any one acting on the City's behalf, in connection with this Agreement.


8. Subject to the limitations of the Oregon Tort Claims Act, and to the extent allowed by law, the District shall indemnify, defend, save and hold harmless the City, its officers, council, agents, and employees against all liability, claims, suits, or actions of whatsoever nature, loss, or expenses, including attorney fees, and against all claims, actions, or judgments based upon or arising out of damage or injury or death to persons or property caused by an act or omission of the District or by any one acting on the District's behalf, in connection with this Agreement.

In Witness Whereof, the City and the District have entered into this Agreement as of the date first written above.

SANDY DRAINAGE DISTRICT

By: 
Larry Medearis, President

CITY OF TROUTDALE

By: 
Paul A. Thalkofer, Mayor