

RESOLUTION NO. 2022-01

A RESOLUTION AUTHORIZING THE CITY OF MORO TO PROVIDE WATER SERVICE OUTSIDE CITY LIMITS AND ESTABLISHING CONDITIONS FOR PROVIDING SUCH SERVICE

WHEREAS, the City of Moro (City) is a duly incorporated Home Rule Charter City of the State of Oregon;

WHEREAS, pursuant to the municipal powers granted by the City Charter, the City Council has exercised its lawful municipal authority by building, owning, operating, and maintaining a municipal water system and may continue to do so for lawful uses and purposes allowed under the laws of the State of Oregon;

WHEREAS, it is lawful for municipalities to provide utility services to property located outside the city limits and for such municipalities to establish rules and procedures for such connections; and

WHEREAS, the City desires to provide municipal water utility service to properties located outside city limits upon the terms and conditions stated herein.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MORO, OREGON:

Section 1: Applications for City water service to property outside the corporate city limits of the City may be considered and approved by the City Council, at its sole discretion, when the City has made the determination that the following conditions have been satisfied:

- (1) The City has determined that annexation of the property is not possible at the time application for service is made.
- (2) The owners of the property have signed a legally executed irrevocable consent to annex form and a waiver of remonstrance agreement regarding annexation and formation of a local improvement district, which the property owner shall cause to be recorded in the deed records maintained by the office of the Sherman County Clerk. Properties connected to the water utility shall be subject to the City ordinances, fees, charges, street and drainage construction standards, utility installation standards, and development review processes as established, as may be amended from time-to-time, and as would apply to in-City property, except that county zoning regulations and out-of-city utility rates and fees shall also apply.
- (3) The property has direct frontage on that portion of the public road right-of-way within which the City's water main is located, or there is access deemed suitable to the City via a utility easement.

- (4) The water main to which the connection is to be made must be, in the discretion of the City, of such size, quality, and condition as to permit the connection to be made without detriment to existing users and with reasonable assurance that the party seeking such connection shall be able to receive reasonable water utility service after said connection is made.
- (5) Prior to connecting to or receiving service from a City water main outside the city limits, the legal owners of the property to be served shall sign a legally executed agreement which shall be in a form approved by the City Council, and which the property owner shall cause to be recorded in deed records maintained by the office of the Sherman County Clerk. The agreement shall contain all applicable terms, conditions and limitations as well as any other special terms, conditions and limitations which the City Council may determine to be reasonable and appropriate, and shall be binding upon the heirs, administrator, executors, assigns, grantees, tenants, and all persons occupying the premises which is the subject of the agreement. This agreement may be in the form of a deed restriction.
- (6) Water service outside city limits shall only be used PRIMARILY for household and sanitary use, and ANY USE for irrigation, livestock watering, or other non-household purpose SHALL BE LIMITED AND SECONDARY TO HOUSEHOLD SANITARY USE AND IRRIGATION OF 5,000-10,000 SQUARE FOOT RESIDENTIAL LOT SIZE YARD. THE CITY MAY, IN ITS SOLE DISCRETION, LIMIT ANY USE THAT IS FOR IRRIGATION OUTSIDE OF THIS YARD SIZE, LIVESTOCK WATERING, OR FOR OTHER NON-RESIDENTIAL PURPOSES. The City reserves the right at any time to prohibit the use of water outside the City limits for purposes other than stated herein or in accordance with City Ordinances or Resolutions as currently enacted or as amended.
- (7) Service to users outside the City is hereby declared to be subject to the prior and superior rights of the people of the City of Moro to said water at all times. All water sold to users outside the city limits shall be surplus water only; and, as such, the sale of water to outside users is a privilege which may be revoked at any time upon 90 days notice to the user. In no event shall any contract for the sale of water to any outside user be construed as placing any obligation on the City to furnish anything except surplus water, when available. Furthermore, the sale of water to any particular property located outside of city limits does not obligate the City to furnish water to any other property that is also located outside city limits. The decision to furnish water is on a case-by-case basis and nothing herein creates a right to water service merely because a similarly situated property is a recipient of water service.
- (8) All water delivered outside the city limits shall be considered as a special service and not provided by the City as a common utility service. IN THE EVENT OF A WATER SYSTEM EMERGENCY, the quantity of water supplied by this service may be reduced or the service entirely discontinued at any time at the discretion of

the City and for any reason. The City shall have no liability in any way to customers for failure to provide service or for any failure of the system.

- (9) In addition to any fees or charges required by City Ordinances for water service, a one-time fee established by the City, and as may be published in the City of Moro Handbook of Fees and Charges will be paid to the City prior to the establishment of any water connection.

Section 2: This Resolution is effective upon adoption by the City Council of the City of Moro.

ADOPTED by the City of Moro this _____ day of _____ 2022

Ayes _____ Nays _____

APPROVED by the Mayor this _____ day of _____ 2022

Bert Perisho, Mayor of Moro Oregon

Attest:

Erik Glover, City Administrator

After Recording Return To:
City of Moro, Oregon
P.O. Box 231
Moro, Oregon 97039

Irrevocable Consent to Annexation Agreement and Waiver of Remonstrance

PARTIES: The City of Moro, Oregon, hereinafter referred to as "City" and [OWNER(S) NAMES], hereinafter referred to as "Owner"

WHEREAS:

- A. Owner is the owner of real property, (hereinafter referred to as Property) more particularly described as:

Address:

Assessor's Map & Tax Lot Number:

[PROPERTY DESCRIPTION AS LISTED IN DEED]

A map showing the location of the Property which is marked as Exhibit "A," is attached and incorporated herein;

- B. Owner has made application to the City to receive City water service, or has otherwise elected to enter into this agreement, which makes it subject to City Ordinances and requires payment of City fees. The application was reviewed and approved by the City Council, subject to Owner agreeing to the terms and conditions contained herein;

NOW, THEREFORE, based on the above, and as consideration for City providing the Property with water service outside City limits, the Parties agree to the following terms and conditions:

- 1. TERM OF AGREEMENT.** This agreement shall be effective from the date of execution by all Parties and is binding until such time as the property is annexed to the City. After annexation, all conditions relative to payment for water service shall remain in full force and effect.
- 2. SUPPLY OF CITY SERVICES.** If the Property is not within the City limits, upon approval of application for connection to the City's water system, the City shall provide Owner with said water service per the conditions set forth herein.

3. **AGREEMENT TO MAINTAIN SERVICE.** Once service is connected, Owner agrees to maintain an active account. The City will not disconnect and reconnect service seasonally or while the property is unoccupied.
4. **ADDITIONAL FEES PAYABLE.** From and after the date this agreement is signed by both Parties, Owner shall pay any fees payable by city residents or properties, and payable in the same manner as properties within City limits. This includes fees adopted by the City after the date of this agreement, including Transient Occupancy Tax to the extent the property would be subject to such tax were it located within city limits. This provision does not preclude the City from adopting or imposing charges which apply only to property or customers outside city limits.

I have read and understand Paragraph 4, initial.

5. **SCOPE OF AGREEMENT.** This agreement covers one (1) single family residence. This agreement does not cover any subdivision or partition of the property or creation of an accessory dwelling unit.
6. **EXAMINATIONS AND INSPECTIONS.** Owner grants City and any of its authorized representatives the right to go upon the Property at all reasonable times to make such examinations and inspections as are reasonably necessary in City's opinion to inspect connections to the City sewer, water, and storm drain facilities and determine that regulations relative to utility services are being complied with by the Owner or occupant. City shall make reasonable efforts to contact the Owner or a representative prior to entrance of any building unless such a delay would represent a threat to the public health or safety.
7. **ANNEXATION.** If the Property is not currently annexed to the City, Owner hereby requests and grants continuing, irrevocable consent to annexation of the Property to the City and acknowledges same is a continuing petition to the City for annexation.
8. **WAIVER.** Owner hereby waives all rights under ORS 222.173, which limits the duration of the annexation agreement to one year. Owner intends for this agreement to be in effect until the Property is annexed. Owner's consent and waiver are continuing and are binding on the heirs, executors, administrators, personal representatives, successors and assigns of the Owner, including but not limited to lessors, lessees, renters and any other occupants of the Property. See also Addendum "A" which is attached to and incorporated herein.
9. **DENIAL OF ANNEXATION - TERMINATION OF WATER AND SEWER SERVICE.** If at any time the City is denied the ability to annex by the actions of the Owner or occupant, or the Owner or occupant fails or refuses to pay fees required under this agreement, or direct fees or charges for water or sewer service, then it is understood and agreed, the City has the right, authority, and permission to terminate the water service to the Property upon 30 days prior notice posted on the Property. The termination of water service to the Property shall not affect the other provisions of this agreement (including continual consent to annexation), which shall remain in full force and effect, and shall not affect the City's right to collect delinquent fees and charges.

City of Moro Irrevocable Consent to Annexation Agreement and Waiver of Remonstrance

10. **WAIVER OF REMONSTRANCE AGAINST LOCAL IMPROVEMENT DISTRICT(S)** The Owner(s) agree to waive their right to remonstrate against the formation of a future local improvement district (LID) for public improvements in their local area. This agreement is specifically not a waiver of Owner's rights to participate at the annexation hearing or any other hearings. Owners' right to participate by testifying either orally or in writing are specifically not waived by this agreement. The parties understand and agree that the effect of this agreement is that any objections by Owner(s) will not be counted as a remonstrance for the purpose of determining the number or percentage of property owners objecting to an annexation or formation of a LID.
11. **PUBLIC IMPROVEMENTS.** This agreement, in referring to "public improvements", is meant to include, but not be limited to, streets, curbs and gutters, drainage and storm drains, water, sewer, and other utilities, sidewalks and improvements to each of the listed items.
12. **BINDING AFFECT OF AGREEMENT.** This agreement is binding upon the heirs, executors, administrators, personal representatives, successors and assigns of Owner, including but not limited to lessors, lessees, renters and any other occupants of the Property. If there is more than one owner, each owner is jointly and severally bound hereby. Owner shall assist City in the enforcement of any and all of the conditions of this agreement upon persons bound hereby. **Owner agrees to provide renters, lessees, and other long-term occupants of the Property with a copy of this agreement to ensure said occupants have a full understanding of the termination of services noted in Section 9 upon failure to pay (whether by Owner or occupant) as required by this agreement. Failure to notify does not affect the City's rights to terminate service.**
13. **ENFORCEABILITY.** If any of the provisions contained in this agreement are held unconstitutional or unenforceable, the enforceability of the remaining provisions shall not be impaired.

IN WITNESS WHEREOF, the Parties hereto, on the dates indicated, set their hands by and through their duly authorized agents and affirm the responsibilities and covenants contained herein.

OWNER (S): _____
[OWNER NAME] [OWNER NAME]

STATE OF OREGON)
County of) ss.

This Service and Annexation Agreement was signed before me on the _____ day of _____, 20____ by _____ and _____ and was acknowledged as his/her/their Voluntary Act and Deed.

IN WITNESS WHEREOF, I set my hand and seal hereto on this same date.

Notary Public for _____ :

My Commission Expires:

CITY OF [Moro] by [Mayor Bert Perisho]

_____ Date _____

Attest: [CITY ADMINISTRATOR, Erik Glover]

_____ Date _____

ADDENDUM "A"
*** WAIVER OF ANNEXATION LIMITATION ***
RE: Irrevocable Consent to Annexation Agreement

The below listed person(s) or corporation(s) owns Property which is the subject of a Service and Annexation Agreement, which agreement contains a consent and request for annexation. Owner hereby waives ORS 222.173 which limits the duration of the annexation agreement to one year. The intent of this waiver is that the agreement to annex is to be in effect until the Property is officially annexed. Owner's consent and waiver are continuing and are binding on the heirs, executors, administrators, personal representatives, successors and assigns of the Owner, including but not limited to lessors, lessees, renters and any other occupants of the Property. Owner understands annexation may be delayed based on applicable elections and upon determinations that the annexation should be delayed. Owner does not object to any such delay.

WE THE UNDERSIGNED have read and agree to the terms contained in this Waiver.

OWNER (S):

(PRINT NAME)

(SIGNATURE)

(PRINT NAME)

(SIGNATURE)

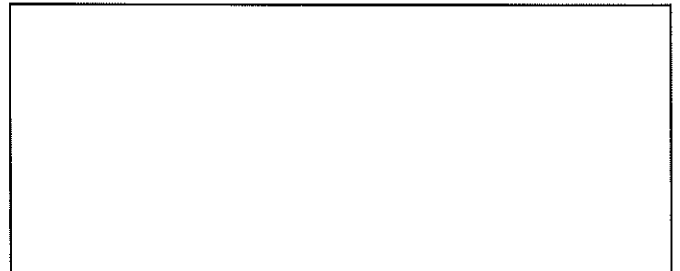
STATE OF OREGON)
County of _____) ss.

This Addendum "A" was signed before me on the _____ day of _____, 20
by _____ and _____ and was
acknowledged as their Voluntary Act and Deed.

IN WITNESS WHEREOF, I set my hand and seal hereto on this
same date.

Notary Public for _____ :

My Commission Expires:



**WAIVER ACKNOWLEDGED AND ACCEPTED ON
BEHALF OF THE CITY OF MORO**

BY:

EXHIBIT "A"

[INSERT PLAT MAP OF PROPERTY]

AGREEMENT FOR WATER SERVICE OUTSIDE
THE CORPORATE CITY LIMITS

This Agreement for water service outside the corporate limits of the City of Moro, Oregon, is by and between _____, hereinafter called Customer, and the City of Moro, Oregon hereinafter called City. The undersigned parties hereby agree to the following:

1. City agrees to furnish to Customer surplus water only, subject to the connection fee and service rate provided for by City ordinance or resolution. Service to users outside the City is hereby declared to be subject to the prior and superior rights of the people of the City of Moro to said water at all times. All water sold to users outside the city limits shall be surplus water only; and, as such, the sale of water to outside users is a privilege which may be revoked at any time upon 90 days notice to the user. In no event shall any contract for the sale of water to any outside user be construed as placing any obligation on the City to furnish anything except surplus water, when available
2. City and Customer acknowledge and agree that water service provided by this Agreement shall be regarded as a special contract service, and that water service is not provided by City as a common utility service. Water service outside city limits shall only be used primarily for household, and sanitary use, with all other uses to City's sole discretion. The City reserves the right at any time to prohibit the use of water outside the City limits for purposes other than stated herein or in accordance with City Ordinances or Resolutions as currently enacted or as amended.
3. Customer agrees to abide by all duly adopted rules and regulations of City regarding the use of City water and water facilities, including, but not limited to, paying for the cost of the meter and installation, paying the required service connection fee, any required deposit, and the water service rates duly set by City.
4. City assumes no responsibility for maintenance, repair, or replacement of facilities on Customer's side of the water meter. City shall be the owner of the water meter and shall be responsible for maintenance, repair or replacement of the meter and all facilities on City's side of the meter once they are installed.

5. Customer agrees that at no time shall the City water system be connected, or cross-connected in any way whatsoever with Customer's water system, be it cistern, well, spring, or other source now or hereafter existing; it being the firm intent of this Agreement that no water furnished by City shall be a part of any private water supply or have any connection thereto.
6. Customer agrees that City shall in no manner be responsible or liable to Customer, and Customer will hold City harmless on account of any failure of the City water system to deliver water, either due to operational failure, accident, or on account of repairs and alterations.
7. City hereby declares, and Customer hereby acknowledges, that in the event it becomes apparent that City cannot supply adequate water to serve the needs of its users within the city limits of Moro, due to emergency, City shall be entitled to terminate, with 30 day notice, the sale and supply of surplus water to Customer for as long a period as may be deemed necessary in the sole discretion of City. Customer further agrees to hold City harmless from any damages or claims arising from such termination of water service. Customer acknowledges they are subject to any emergency water restrictions or curtailments as may be imposed on customers within the City.
8. Customer acknowledges and agrees that in the event Customer fails to comply with the terms of this Agreement, City may, without liability, terminate water service to Customer upon 30 day notice.
9. City and Customer agree that if City decides to permanently discontinue providing water service outside the corporate city limits, City will give Customer not less than ninety days written notice before such discontinuance is put into effect. Service of such notice may be mailed to the last known address of Customer by regular mail which shall be sufficient.
10. Customer may discontinue water service with advance notice of one business day, but Customer shall be responsible for all water served to the premises until City is actually given notice of Customer's request for discontinuance of service, and shut-off has occurred.

11. In consideration of the rights, privileges and obligations of the parties enumerated in this Agreement, Customer hereby consents to annexation to the city of Moro of all real property described in Exhibit A whenever any portion of the property becomes eligible for annexation under state statute. A signed and acknowledged "Irrevocable Consent to Annex" shall be made a part of this Agreement.
12. This Agreement shall be subject to all later ordinances, resolutions, amendments, and other changes regularly and duly made by the City Council of the City of Moro, which Customer agrees to comply with fully and completely.
13. The Agreement, including the Irrevocable Consent to Annex, shall be binding upon the heirs, administrators, executors, assigns, grantees, tenants, and all persons occupying the premises which is the subject of this Agreement.
14. The undersigned Customer(s) hereby covenants that they are the legal owners of record of the real property which is subject of this Agreement and that they have the right and authority to make and deliver this AGREEMENT FOR WATER SERVICE OUTSIDE THE CORPORATE CITY LIMITS and IRREVOCABLE CONSENT TO ANNEXATION for the purposes above set forth.
15. Prior to connecting to or receiving service from a City water main outside the city limits, the legal owners of the property to be served shall sign a legally executed agreement which shall be in a form approved by the City Council, and which the property owner shall cause to be recorded in deed records maintained by the office of the Sherman County Clerk. The agreement shall contain all applicable terms, conditions and limitations as well as any other special terms, conditions and limitations which the City Council may determine to be reasonable and appropriate, and shall be binding upon the heirs, administrator, executors, assigns, grantees, tenants, and all persons occupying the premises which is the subject of the agreement. This agreement may be in the form of a deed restriction.
16. The owners of the property have signed a legally executed irrevocable consent to annexation form and a waiver of remonstrance agreement regarding annexation and formation of a local improvement district, which the property owner shall cause to be recorded in the deed records maintained by the office of the Sherman County Clerk. Properties connected to the water utility shall be subject to the City ordinances, fees, charges, street and drainage construction standards, utility installation standards, and development review processes as established, as may be amended from time-to-time, and as would apply to in-City property, except that county zoning regulations and out-of-city utility rates and fees shall also apply

IN WITNESS WHEREOF, Customer has executed this Agreement the day and year immediately following the signatures.

Customer(s):

Signature

Date

Print Name

Signature

Date

Print Name

STATE OF OREGON,)

) ss.

County of Sherman)

_____, 20____

Personally appeared the above named _____
_____ and acknowledged the foregoing instrument to be their
voluntary act and deed.

Before me:

Notary Public for State of Oregon

My Commission expires _____

This Agreement was approved by the City Council on _____, 20__.

For the City of Moro

Erik Glover, City Administrator

Date

Service Request for Property Located Outside City Limits (Water Service)

City of Moro
PO Box 231
104 1st St Moro, OR
97039
T: (541) 565-3535

Requirements:

- Completed Form**
- Site Plan** – showing the existing and/or proposed structures in relation to the property boundaries and location of City services.
- Narrative** – A written document, describing your project as shown in your site plan. Please state your specific request(s).
- Other Documentation** – Please include any documentation of previous agreement(s) made in perpetuity between you (your specific property) and the City of Moro. *(if applicable)*

Property Description

Map Number and Tax Lot(s): _____ / TL _____ (Please list all relevant tax lots)

Physical Address: _____

Property Location: Urban Growth Boundary (UGB) Sherman County (outside the UGB)

Property Use:	<input type="checkbox"/> Single Family Residential Use		
Services Requested:	<input type="checkbox"/> Water		

Please describe the proposed use as indicated above: _____

Property Owner's Name: _____

Phone Number: _____ Email: _____

Mailing Address: _____

Contact Information

Requester's Name: _____

Phone Number: _____ Email: _____

Property Owner Prospective Buyer Other: _____

****If your property is eligible for City utility services, additional applications, fees and requirements will apply.****

CITY OF MORO Official Use Only		
Intake Signature:	Date:	
PW Review Signature:	Date:	
Planning Review Signature:	Date:	
City Administrator Signature:	Date:	
<input type="checkbox"/> Council Approved-Date	<input type="checkbox"/> Approved w/ Conditions (attached)	<input type="checkbox"/> Denied Council-Date
Letter Issued: <input type="checkbox"/> YES (attached) <input type="checkbox"/> NO	Date:	