

RESOLUTION NO. XXVIII

A RESOLUTION AUTHORIZING AN AGREEMENT WITH WILLAMETTE FACTORS, INC. FOR INSTALLATION OF SEWER AND WATER LINES AND OTHER NECESSARY FACILITIES FOR SERVICE TO CHARBONNEAU; AND AUTHORIZING CREDIT TO WILLAMETTE FACTORS, INC. FOR SEWER LINE CONSTRUCTION COSTS TO APPLY ON FUTURE HOOK-UPS.

WHEREAS, the qualified legal voters of the City of Wilsonville previously authorized the City Council to construct a water utility system and a sanitary sewer system for the City and issue and sell both negotiable revenue bonds and general obligation bonds for those purposes; and

WHEREAS, both projects as authorized by the voters have been undertaken and are in the process of being completed; and after the commencement of the projects, the City extended its boundaries by annexation of an area which is being developed by Willamette, Factors, Inc., an Oregon corporation, for a residential community known as "CHARBONNEAU" and when completed, will increase the City's population by several thousand people; and

WHEREAS, Willamette Factors, Inc. has applied to the City of Wilsonville for extension of water and sewer facilities to serve "CHARBONNEAU" which is now a part of the City and is entitled to such municipal services and facilities; and

WHEREAS, the initial bonding authority did not include plans for such an annexation or residential development which was not contemplated but which has now transpired; and

WHEREAS, the City does not have funds to extend sewer and water facilities to "CHARBONNEAU" as it has extended services to other residents of the City north of the Willamette River; and

WHEREAS, Willamette Factors, Inc. is willing to install said sewer and water lines, pumping stations and other necessary facilities to permit the residents of "CHARBONNEAU" to connect to the City's sewer and water facilities, and the facilities which it is willing to construct will

become the property of the City; and

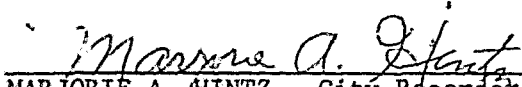
WHEREAS, the City will charge water and sewer hook-up charges to the residents of "CHARBONNEAU" and its developer, and the City Council is willing to give credit for the costs of the sewer lines to be constructed by Willamette Factors, Inc. against future sewer hook-ups; and in that regard and for that purpose, the Wilsonville City Council and officers and agents of Willamette Factors, Inc. have negotiated an Agreement which has been determined by the Council to be in the best interests of the City and the inhabitants thereof, and it should be authorized and executed; now, therefore,

BE IT RESOLVED by the Common Council for the City of Wilsonville, Counties of Clackamas and Washington, State of Oregon, that the "MEMORANDUM OF AGREEMENT: between the City of Wilsonville, therein called "Wilsonville", and Willamette Factors, Inc., an Oregon corporation and developer of "CHARBONNEAU", therein called "Willamette", and a copy of which said Agreement consisting of five (5) pages and dated March 27, 1972, is attached hereto and by this reference and its annexation is expressly made a part hereof, is hereby ratified, approved and confirmed; and the Mayor and City Recorder are hereby authorized and directed to make, execute and deliver said Agreement in as many counterparts as may be required in the name and on behalf of the City of Wilsonville.

Adopted by the Wilsonville City Council at a regular meeting thereof on the 27th day of March, 1972, and filed with the City Recorder on the 27th day of March, 1972.


PHILLIP R. BALSIGER - Mayor

ATTEST:


MARJORIE A. HINTZ - City Recorder

RESOLUTION NO. XXVIII

A RESOLUTION AUTHORIZING AN AGREEMENT WITH WILLAMETTE FACTORS, INC. FOR INSTALLATION OF SEWER AND WATER LINES AND OTHER NECESSARY FACILITIES FOR SERVICE TO CHANDLERVIEW, AND AUTHORIZING CHECKS TO WILLAMETTE FACTORS, INC. FOR SUCH LINE CONSTRUCTION COSTS TO APPLY ON FUTURE INSTALLS.

WHEREAS, the qualified legal voters of the City of Wilsonville previously authorized the City Council to construct a water utility system and a sanitary sewer system for the City and issue and sell both negotiable revenue bonds and general obligation bonds for these purposes; and

WHEREAS, both projects as authorized by the voters have been undertaken and are in the process of being completed; and after the commencement of the projects, the City extended its boundaries by annexation of an area which is being developed by Willamette Factors, Inc., an Oregon corporation, for a residential community known as "CHANDLERVIEW" and when completed, will increase the City's population by several thousand people; and

WHEREAS, Willamette Factors, Inc. has applied to the City of Wilsonville for extension of water and sewer facilities to serve "CHANDLERVIEW" which is now a part of the City and is entitled to such municipal services and facilities; and

WHEREAS, the initial bonding authority did not include plans for such an annexation or residential development which was not contemplated but which has now transpired; and

WHEREAS, the City does not have funds to extend sewer and water facilities to "CHANDLERVIEW" as it has extended services to other residents of the City north of the Willamette River; and

WHEREAS, Willamette Factors, Inc. is willing to install said sewer and water lines, pumping stations and other necessary facilities to permit the residents of "CHANDLERVIEW" to connect to the City's sewer and water facilities, and the facilities

which it is willing to construct will become the property of the City; and

WHEREAS, the City will charge water and sewer hook-up charges to the residents of "CHANNING" and its development, and the City Council is willing to give credit for the costs of the sewer lines to be constructed by Willamette Factors, Inc. against future sewer hook-ups; and in that regard and for that purpose, the Wilsonville City Council and officers and agents of Willamette Factors, Inc. have negotiated an agreement which has been determined by the Council to be in the best interests of the City and the inhabitants thereof, and it should be authorized and executed; now, therefore,

BE IT RESOLVED by the Common Council for the City of Wilsonville, Counties of Clatsop and Washington, State of Oregon, that the "MEMORANDUM OF AGREEMENT" between the City of Wilsonville, therein called "Wilsonville", and Willamette Factors, Inc., an Oregon corporation and developer of "CHANNING", therein called "Willamette", and a copy of which said Agreement consisting of five (5) pages and dated March 27, 1972, is attached hereto and by this reference and its annexation is expressly made a part hereof, is hereby ratified, approved and confirmed; and the Mayor and City Recorder are hereby authorized and directed to make, execute and deliver said Agreement in as many executed parts as may be required in the name and on behalf of the City of Wilsonville.

Adopted by the Wilsonville City Council at a regular meeting thereof on the 27th day of March, 1972, and filed with the City Recorder on the 27th day of March, 1972.

ATTEST:

PHILIP E. BILSENER - Mayor

MARJORIE A. HAYES - City Recorder

WILLAMETTE FACTORS, INC.

By)

Paul F. Murphy

By

Robert Hedges

MEMORANDUM OF AGREEMENT

THIS AGREEMENT, Made and entered into by and between the CITY OF WILSONVILLE, a municipal corporation, hereinafter called "WILSONVILLE", and WILLAMETTE FACTORS, INC., an Oregon corporation, hereinafter called "WILLAMETTE",

WITNESSETH:

WHEREAS, Wilsonville is a duly chartered municipal corporation situated in the Counties of Clackamas and Washington, in the State of Oregon, and

WHEREAS, Willamette is an Oregon corporation and the developer of Charbonneau situated in the City of Wilsonville, and

WHEREAS, Willamette will be applying for the use of Wilsonville water and sewer systems in the immediate future, and

WHEREAS, Wilsonville does not have the funds to extend water and sewer facilities to Charbonneau as it has extended services to other residents of Wilsonville north of the Willamette River, and

WHEREAS, Willamette is willing to install said sewer and water lines, pumping stations and other necessary facilities to permit the residents of Charbonneau to connect with the City of Wilsonville's water and sewer systems, and

WHEREAS, Wilsonville would charge hookup charges if it had extended said services to Charbonneau, Wilsonville is willing to give Willamette credit for future hookups as hereinafter agreed,

NOW, THEREFORE, in consideration of the above premises and of the covenants and agreements hereinafter set forth, the parties hereby agree as follows, to-wit:

1. Willamette will assume and undertake the installing of a water line and sewage line from the north side of the Willamette River across the bridge of Interstate 5 to the south thereof to the project known as Charbonneau. The said installation will be upon easements and rights of way of Wilsonville and it is understood that upon the installation being placed thereon, it will become the property of Wilsonville.

2. Willamette agrees to pay any and all expenses incurred in the installation of said lines and system, less any amounts which may be received by the City of Wilsonville from any Federal or State Agency grant for said construction and installation. Said water and sewer line facilities will be constructed and installed in accordance with plans and specifications approved by the City of Wilsonville's Engineer.

3. Willamette agrees to save and hold Wilsonville harmless from any suit claim for any reimbursement of any of the cost necessary or otherwise incurred in the performance of the installation as aforesaid.

4. That attached hereto are contract documents which will be let for public bid. The contract documents which contain the material for the sewer and water lines are marked "Exhibit A". That which pertains to pressure pumps is marked "Exhibit B". The bid for "Exhibit A" will be in two parts. One part will be for the sewer installation and the other part will be for the water installation. All of the said contract documents have been examined and approved by the City of Wilsonville's Engineer.

5. The parties hereto agree that part of the bid which is accepted for construction of sewer line as shown in "Exhibit A" will be the amount credited to Willamette. If both the sewer line and water line construction or installation are not segregated by contract documents or work, then they will be equally divided and Willamette will receive a credit for one-half thereof. The bid which is accepted for the construction of the pressure pumps as shown in "Exhibit B" will be the amount credited to Willamette for that phase. Willamette will receive additional credit for the design fee thereof in the amount of \$ _____.

6. After the contract is completed by the successful bidder and the systems have been installed and accepted, then Willamette and Wilsonville will agree upon the actual dollar credit. The dollar credit shall bear interest at the rate of 8-3/4 (%) percent per annum until used by future hookups as here-in contemplated. But no interest on the agreed amount of dollar credit shall accrue after January 1st, 1976.

7. Willamette agrees that it will be responsible for plan checks,

periodic inspection of both contracts and the payment of inspection fees for service connection.

8. All amounts credited to Wilsonville as hereinabove stated will be available to Willamette, its successors and assigns, for credit against future hookups. It being understood that the actual hookup and cost involved therein, including the materials and meters needed, will be paid for by Willamette. When the number of hookups equal the amount of monies credited to Willamette shall be used, then Willamette will pay cash for all future hookups unless it has credit for hookups under some other agreement or arrangement with Wilsonville.

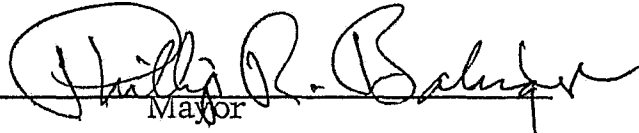
9. It is understood between the parties hereto that the charges for the hookups may vary from time to time during the life of this agreement and that the charges as established by Wilsonville shall be binding upon Willamette and the rate so established shall be the rate charged for each hookup to which the monies herein credited shall be applied.

10. Notwithstanding anything herein to the contrary, Willamette will only receive a credit for that portion of the sewer line construction. It will receive no credit for the water line construction which is contemplated herein. However, the parties recognize that there is another agreement which has heretofore been entered into which pertains to the water storage facilities of the City of Wilsonville and the bringing of the water line therefrom to the north end

of the bridge which spans the Willamette River at Wilsonville. This agreement is in addition to that agreement.


IN WITNESS WHEREOF, the City of Wilsonville by authority of Resolution of its City Council has caused these presents to be executed by its Mayor and City Recorder, and Willamette Factors, Inc. by authority of its Board of Directors has caused these presents to be executed by its duly authorized officers this 27th day of March, 1972.

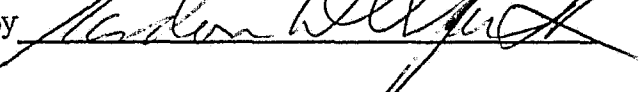
CITY OF WILSONVILLE

By 
Mayor

By 
City Recorder

WILLAMETTE FACTORS, INC.

By 

By 

CERTIFICATE OF CHARTER AMENDMENT

STATE OF OREGON)
)
Counties of Clackamas)
and Washington)
)
City of Wilsonville)

ss.

I, the undersigned, MARJORIE A. HINTZ, do hereby certify that I am the duly chosen, qualified and acting City Recorder of the City of Wilsonville, Clackamas and Washington Counties, Oregon.

I further certify that at a Special City Charter Amendment Election duly called and legally held in the City of Wilsonville on Tuesday, May 23, 1972, the proposition of amending Sections 2 and 3 of Charter Chapter III entitled "FORM OF GOVERNMENT" to provide for the election of the Mayor and to provide for the election of four (4) Councilmen by Council positions, was approved by a majority of the votes cast, and the new Sections 2 and 3 of Charter Chapter III as approved are as follows:

CHAPTER III

FORM OF GOVERNMENT

Section 2. MAYOR AND COUNCILMEN; The elective officers of the City shall be a Mayor and four (4) Councilmen, who together shall constitute the City Council. The Mayor shall be elected and hold office for a period of two (2) years. There shall be elected in conjunction with the Statewide General Election in November, 1972, a candidate for the office of Mayor whose term shall begin on January 1, 1973.

Section 3. COUNCILMEN; The four Council positions are hereby designated as Positions No. 1, 2, 3 and 4. The Councilmen shall be elected and hold office for a period of four (4) years; provided, however, that the officers holding office at the time of the adoption of this amendment shall hold their offices for the balance of the terms for which they were elected or appointed and until their successors are elected and qualify.

At each biennial General State Election after this amendment takes effect beginning in 1972, two (2) Councilmen shall be elected each for a term of four (4) years. Candidates to fill Positions 1 and 2 shall be submitted to the voters at the General Election in 1972, and candidates for Council Positions 3 and 4 shall be subject to election in 1974. The candidate receiving the highest number of votes for each of the numbered Council Positions shall be deemed elected for a four-year term.

WITNESS my hand and seal of the City of Wilsonville this
7 day of June, 1972.

MARJORIE A. HINTZ, City Recorder of the
City of Wilsonville, Clackamas and
Washington Counties, Oregon

Subscribed and sworn to before me this 7 day of June, 1972.

[Signature]
Notary Public for Oregon

My Commission Expires: 4/1/73

