

RESOLUTION NO. 306

OREGON GLASS COMPANY FIRE SERVICE WATERLINE AGREEMENT


WHEREAS, the City Staff has prepared a report on the above captioned subject which is attached hereto as Exhibit "A", and

WHEREAS, the City Council has duly considered the subject and the recommendation(s) contained in the staff report, and

WHEREAS, interested parties, if any, have had an opportunity to be heard on the subject,

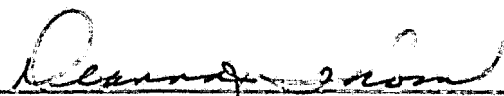
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Wilsonville does hereby adopt the staff report attached hereto as Exhibit "A", with the recommendation(s) contained therein and further instructs that action appropriate to the recommendation(s) be taken.

ADOPTED by the City Council of the City of Wilsonville at a regular meeting thereof this 4th day of April, 1983, and filed with the Wilsonville City Recorder this same day.



WILLIAM G. LOWRIE, Mayor

ATTEST:



DEANNA J. THOM, City Recorder

CITY OF WILSONVILLE

MEMO

April 4, 1983

DATE

TO: Mayor and City Council

FROM: Daniel O. Potter, City Administrator

SUBJECT: Oregon Glass Company Fire Service Waterline Agreement

I attach hereto our standard Resolution form, and a copy of a proposed Agreement between the City and Oregon Glass Company for the construction of a fire service waterline.

Essentially the City agrees to cause the construction of the fire service waterline and Oregon Glass agrees to fund the cost of the line to \$70,000.

Added properties who are adjacent to Ridder Road and who require water service will be required to pay for a portion of the cost of the waterline based on an area basis for property fronting on Ridder Road adjacent to the waterline extension and within the Urban Growth Boundary.

Future costs to potentially benefitted property are to be filed as city liens, and also filed as liens in the Clackamas and Washington Counties Clerk's offices.

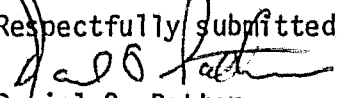
The City agrees to call for bids, award the bid when the required deposit has been made, with the City supervising and directing the construction.

Control of the waterline is that of the City at all times.

Maintenance of the line and fire hydrants shall be a City responsibility by reason of payment of the fire service water user fee. Pipeline breaks or other major repair problems requiring repair of the waterline or hydrant(s) will be performed by the City at the cost of Oregon Glass Co., or Oregon Glass Co. and other waterline participants.

This Agreement has been reviewed by Beth Marks in Mr. Kohlhoff's office.

Recommendation: I recommend that the City Council adopt a Resolution authorizing the City to enter into the Agreement, and further that the Mayor and City Recorder be authorized and directed to sign such Agreement on behalf of the City.

Respectfully submitted,

Daniel O. Potter

DOP/fr

Attachments

AGREEMENT FOR EXTENSION OF
WATERLINE FOR FIRE SERVICES

This Agreement, made and entered into at Wilsonville, Oregon, this ____ day of _____, 19____, by and between the CITY OF WILSONVILLE of Clackamas and Washington Counties, State of Oregon, hereinafter called the CITY, and OREGON GLASS COMPANY, an Oregon Corporation, hereinafter called OREGON GLASS. The purpose of this Agreement is to provide for the construction of an extra territorial waterline from the CITY OF WILSONVILLE to OREGON GLASS for the purpose of providing a water service for fire protection.

RECITALS:

1. OREGON GLASS has requested the CITY to provide a water service for fire protection.
2. OREGON GLASS and the CITY have made an application and received approval of the Portland Metropolitan Area Local Government Boundary Commission for authority to extend an extra territorial waterline to OREGON GLASS, which authority was effective on October 7, 1982, by Final Order W-294.
3. OREGON GLASS has now requested that the CITY initiate the construction of such waterline by contract, and has agreed to advance the total cost of such construction.
4. The CITY finds that such waterline construction is economically feasible and practical, meets the requirements of Wilsonville Code 3.100(2), and is in keeping with the orderly development and expansion of the CITY's water service.
5. CITY further agrees that such waterline extension can be provided to other adjacent commercial, industrial, or domestic users of property without further mainline extension of the waterline.

6. CITY further agrees that the CITY shall require owners of such other property, prior to providing water service, to refund to OREGON GLASS a pro-rata portion of the cost of the extension, with such refund requirement to continue for a period of ten (10) years after the date of completion of the contract installation, and the CITY's acceptance of such extended waterline.

AGREEMENT:

1. Authority

The basic authority for this Agreement is contained in Section 3.116 of the Code of the City of Wilsonville, 1981.

2. Agreement to Extend Waterline

The CITY agrees to extend a twelve inch (12") waterline along Ridder Road approximately 2200 feet, based on accepted waterline construction practices and engineering criteria to a point where OREGON GLASS can receive service to existing fire hydrants via an eight inch (8") street crossing extension. Such line shall be installed by Contract with a contractor qualified to do such work. The approximate extension location is shown by map as Exhibit A.

3. Payment

OREGON GLASS agrees to advance the sum of \$70,000.00 for the construction of the waterline extension. Such \$70,000.00 advance shall be made by OREGON GLASS in an interest-bearing account which the CITY will have an unrevocable right to draw on to provide funding for the waterline extension project. Interest from this account will accrue to OREGON GLASS. OREGON GLASS agrees that all costs relating to the waterline construction shall be payable from such interest-bearing account. Such costs shall include contractor's construction labor, pipe, street crossing, fittings, permits, engineering, legal and

any other items or costs directly related to the specific project. CITY agrees to refund any sum not required if the overall cost of construction as indicated in costs above is less than \$70,000.00. A detail of the estimated construction materials and costs are shown in Exhibit B.

4. Refund of Construction Costs

CITY agrees that OREGON GLASS will receive reimbursement for the waterline construction from other properties adjacent to the waterline who can receive service from the waterline without further extension. The CITY shall require the owners of such other property, prior to providing water service for fire protection to such other property, to refund to OREGON GLASS a pro-rata portion of the costs of the waterline extension plus cost escalation or de-escalation, based on the percentage of increase or decrease in the Consumer Price Index for the Portland Area. Such increase or decrease shall be calculated as the percentage of difference in the Consumer Price Index at the time of CITY acceptance of the waterline construction project, and the time of application of an immediately adjacent property owner to connect to the waterline. The right of the CITY to require such refunds shall not continue for more than ten (10) years after the date of acceptance of the waterline. The amount to be refunded shall be a pro-rata portion of the costs as defined in Item 3 above, computed on an area basis for property fronting on Ridder Road, adjacent to the waterline extension, and within the Urban Growth Boundary. The amount to be refunded, plus or minus any cost, increase or decrease computed from the Consumer Price Index, shall be determined by the City Council and such determination shall be final. Refund costs to adjacent owners shall be entered as liens in the Docket of CITY Liens as required by Section 3.116 of the Code of the City of Wilsonville, 1981, and shall also be filed as liens with the County Clerks of Clackamas and Washington Counties.

5. Approval of Construction Contract

CITY agrees to notify OREGON GLASS as to the low bid received from a qualified contractor. OREGON GLASS will authorize the CITY to proceed prior to the award of the contract by the CITY. No final award of contract will be made by CITY until the advance of construction funding has been made as specified in Item 3. Payment, above.

6. Withdrawal of Application

CITY agrees that OREGON GLASS may abandon the project at anytime prior to the award of the contract for construction. In the case of such abandonment OREGON GLASS agrees to pay CITY any and all actual costs incurred on the project in full, including administrative, legal, engineering, or other costs directly related to the project. Such payment shall be made within 30 days on presentation of a billing. In the event of such abandonment, the CITY shall retain, and become the sole owner of any plans, engineering diagrams, or other items related to the project.

7. Supervision and Direction

OREGON GLASS agrees that the waterline construction shall be done under the supervision and direction of the CITY's Public Works Department, and duly authorized personnel.

8. Bonds

CITY agrees that any contractor engaged to perform such waterline construction shall furnish the CITY with a full performance bond, and street restoration bond issued by a corporate security in an amount and form as may be approved by the CITY Council.

9. Procedure Upon Completion

Within thirty (30) days following acceptance of the constructed waterline, CITY will provide an itemized statement of all costs incurred for the

construction of such waterline. This statement will be used as the basis for determination of any further payment required from OREGON GLASS, or any refund to OREGON GLASS as specified in Item 3. Payment, above.

10. Title and Control

The CITY and OREGON GLASS agree that title to the waterline shall be vested in OREGON GLASS until such time as the area where the waterline is constructed is legally annexed to the CITY. At the time of annexation, title shall pass to the CITY. Control of the waterline, and any connections thereto, are specifically reserved to the CITY at the time of contract completion. The exchange of title to the waterline shall not obligate the CITY to make payment for any portion of the waterline. Payment for the construction of the waterline shall be made solely under Item 4 of this Agreement entitled, "Refund of Construction Costs".

11. Maintenance

OREGON GLASS agrees to pay an ongoing fire service water-user fee as specified by the CITY Council and comparable to all other equivalent and comparable CITY users. Such fee will be at double the in-city rate until such time as the OREGON GLASS property is annexed to the CITY OF WILSONVILLE. CITY agrees that this fee shall be in payment for the fire service standby water supply, and will also include normal daily maintenance of the waterline and fire hydrant(s). OREGON GLASS further agrees that in the event of a pipeline break, or other major problems requiring repair of the waterline or fire hydrant(s), that CITY will make such repairs following normal and customary repair procedures. OREGON GLASS agrees to reimburse CITY for such costs of repair. In the event other adjacent property owners connect to the waterline, CITY agrees such waterline major repair costs will be apportioned to such other connected owners proportionate to their abutting interest in the waterline..

12. Breach

Following the Agreement by OREGON GLASS, and the award of the bid by CITY, this Agreement shall not be terminable by OREGON GLASS or by the CITY.

13. Suit

If suit, action, or arbitration is instituted under this Agreement, the prevailing party shall be entitled to recover, in addition to its costs and disbursements, such sum as the Court or Arbitrator may adjudge reasonable as attorney fees at trial and on any appeal.

14. Dispute

In the event of any dispute between the parties to this Agreement, the matter shall be settled by arbitration in accordance with the rules of the American Arbitration Association.

15. Assignment

Neither party may assign this Agreement, or any right or obligation in this Agreement, without the prior written consent of the other party.

16. Modification

This document contains the entire Agreement of the parties, and may not be modified except in writing.

OREGON GLASS CO.

THE CITY OF WILSONVILLE

BY Donald H. Long, Jr. Pres.

BY Phillip W. Hester
Mayor

BY _____

BY Deanna J. Giam
City Recorder

NORTH

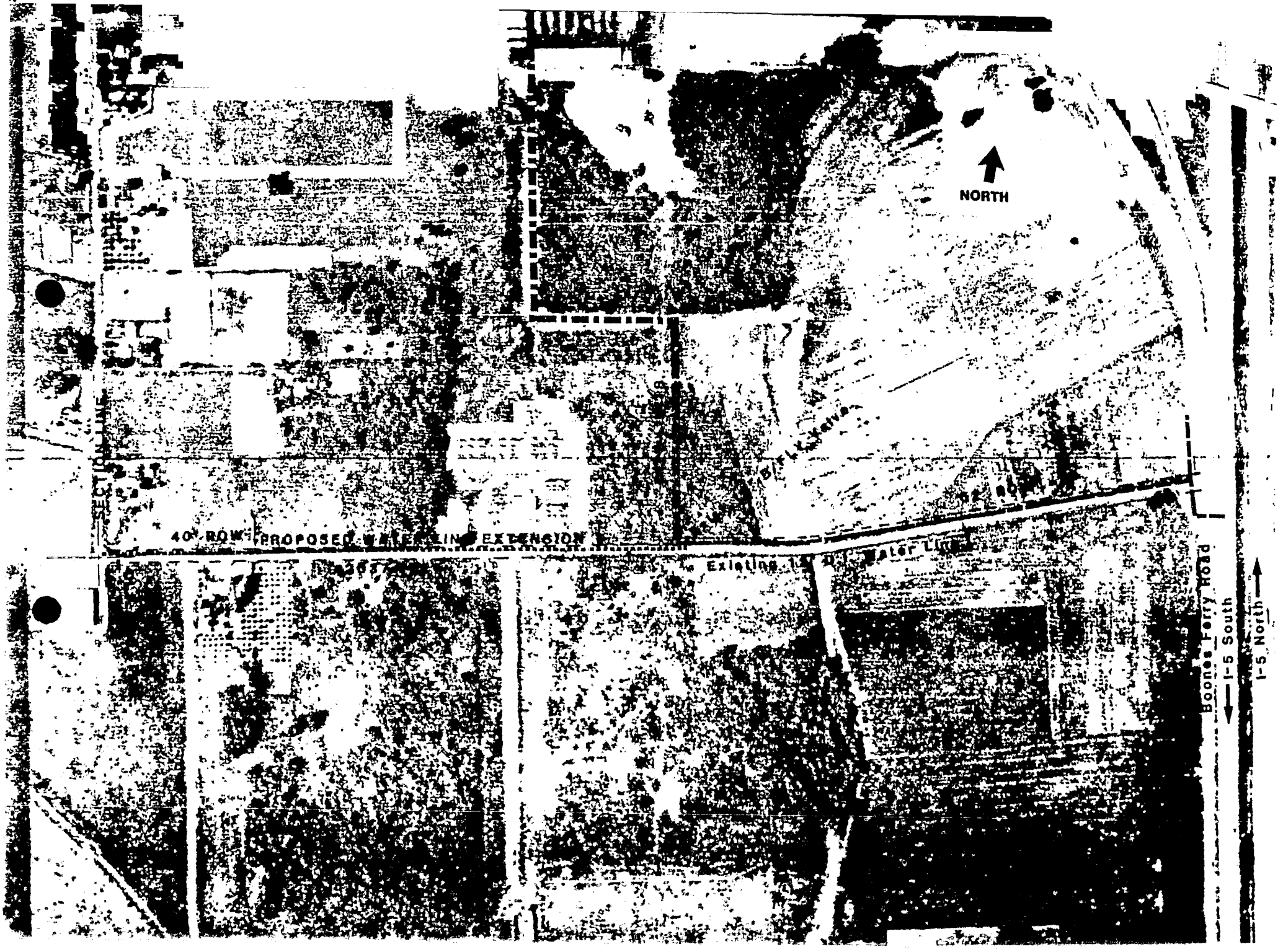
40' ROW PROPOSED WATER LINE EXTENSION

EXISTING 12" WATER LINE

Boones Ferry Road

1-5 South

1-5 North



CITY OF WILSONVILLE

MEMONovember 2, 1982

DATE

TO: Dan Potter
City Administrator

FROM: Larry R. Blanchard *L.B.*
Public Works Director

SUBJECT: Ridder Road - Waterline Extension

The estimated cost for construction of approximately 2200 l.f. 12" Class 51 Ductile Iron Pipe, and 40 l.f. of 8" Class 42 Ductile Iron Pipe are as follows:

1. Pipe Laying

2200 l.f. 12" Ductile Iron Pipe x \$20.50/l.f.	45,100.00
40 l.f. 8" Ductile Iron Pipe x \$13.60/l.f.	544.00
1-90° Bend at 402.81	402.81
3 - 12" Valves @ 1,500 per valve	4,500.00
12 x 12 x 8 Tee	508.00
1 - 8" Valve	790.02

2. Trenching Backfill and Compaction

978 cu. yds. x \$9.60	9,388.80
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\$ 61,233.63

3. Engineering Design at 10%

6,123.37

4. Plan Check Fee

145.00

5. Type B Construction Permit Fee

1,463.00

\$ 68,965.00

Project costs roughly \$70,000.00

LRB:ks

CC:
10,016 W