

RESOLUTION NO. 1029

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF OREGON AND THE CITY OF WILSONVILLE FOR REPLACEMENT OF A SEWERLINE FROM THE VICINITY OF BROWN ROAD AND WILSONVILLE ROAD TO THE SEELY DITCH, APPROXIMATELY 300 FEET SOUTH OF WILSONVILLE ROAD; POTENTIAL RECOUPMENT OF A PRO-RATA SHARE OF THE TOTAL COST OF THE SEWERLINE CONSTRUCTION FROM USERS WHO ARE OUTSIDE OF THE IMMEDIATE DRAINAGE BASIN SERVED BY THE EXISTING SEWERLINE THAT PUMP INTO THIS SEWERLINE; AND RECOUPMENT ON A PRO-RATA SHARE OF THE COST OF THE CONSTRUCTION FROM FUTURE USERS WHO ARE WITHIN THE DRAINAGE BASIN BUT WHO ARE NOT WITHIN THE PRESENT URBAN GROWTH BOUNDARY OR THE CITY LIMITS OF THE CITY OF WILSONVILLE.

WHEREAS, the State of Oregon desires to connect the Dammasch Hospital to the City of Wilsonville wastewater system; and

WHEREAS, the present Wastewater Treatment Plant and most of the sewerlines between the Wastewater Treatment Plant and Dammasch Hospital have sufficient capacity to serve Dammasch Hospital; and

WHEREAS, the 10" sewerline from the vicinity of Brown Road and Wilsonville Road to the 30" sewerline along Seely Ditch, approximately 300' south of Wilsonville Road, has insufficient capacity to serve the existing drainage basin and the Dammasch Hospital; and

WHEREAS, the State of Oregon has agreed to replace the existing 10" line with a 12" sewerline at an estimated cost of \$129,438; and

WHEREAS, the existing 10" sewerline has sufficient capacity to serve the existing and future sewer users within the drainage basin served by the 10" line; and

WHEREAS, replacement of the 10" line, with a 12" line, will provide capacity to serve the existing and future customers within the drainage basin, and Dammasch and the Living Enrichment Center, and will have a capacity of 224 GPM for other future users; and

WHEREAS, the Living Enrichment Center will pay the State of Oregon for its proportionate share of the sewerline directly; and

WHEREAS, the State of Oregon desires to recoup the expense of constructing the oversizing of the sewerline, on a pro-rata basis, from future users that are outside of the immediate drainage basin and within the City of Wilsonville, as well as from those future users who are outside the present Urban Growth Boundary.

NOW, THEREFORE, THE CITY OF WILSONVILLE, RESOLVES AS FOLLOWS:


1. To hereby approve the Intergovernmental Agreement between the State of Oregon and the City of Wilsonville for replacement of the sewerline from the vicinity of Brown Road and Wilsonville Road to the vicinity of the Seely Ditch, (approximately 300' south of Wilsonville Road) with potential, future repayment of the pro-rata share of the cost of the replacement of the sewerline.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 19th day of July, 1993, and filed with the Wilsonville City Recorder this date.



GERALD A. KRUMMEL, Mayor

ATTEST:



VERA A. ROJAS, CMC/AAE, City Recorder

SUMMARY of Votes:

Mayor Krummel	<u>AYE</u>
Councilor Van Eck	(Absent)
Councilor Carter	<u>AYE</u>
Councilor Hawkins	<u>AYE</u>
Councilor Lehan	<u>AYE</u>



City of
WILSONVILLE
in OREGON

30000 SW Town Center Loop E
Wilsonville, Oregon 97070
FAX (503) 682-1015
(503) 682-1011

COMMUNITY DEVELOPMENT DEPARTMENT
MEMORANDUM

DATE: JULY 13, 1993

TO: ARLENE LOBLE
CITY MANAGER

FROM: ELDON JOHANSEN
COMMUNITY DEVELOPMENT DIRECTOR

RE: INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF
OREGON AND THE CITY OF WILSONVILLE FOR REPLACEMENT OF A
SEWERLINE AND RECOUPMENT OF OVERSIZING COSTS

Summary:

The State of Oregon is replacing a 10" sewerline, between the vicinity of Brown Road and Wilsonville Road and the Seely Ditch approximately 300' south of Wilsonville Road, with a 12" sewerline as part of the requirements that were established by the Planning Commission and Council for connection of Dammasch Hospital to the City of Wilsonville wastewater system. This Intergovernmental Agreement provides for the repayment to Dammasch Hospital, on a pro-rata basis, the cost of oversizing the line by out-of-basin sewer users that may pump into this line, and by potential users that may be in this drainage basin but outside of the present Urban Growth Boundary.

Recommendation:

That Council approve the Intergovernmental Agreement between the State of Oregon and the City of Wilsonville.

Background:

Dammasch Hospital has been discharging its wastewater into a small creek, after treatment in a trickling filter. Although the treatment plant has been very efficient, the minimal flows in the creek have been insufficient to allow for any dilution. As a result, the State has agreed to discontinue discharge into the creek.

The hospital and the Living Enrichment Center have been annexed by the City of Wilsonville and, as part of the zoning process, have been conditioned to upgrade the 10" line between the vicinity of Brown Road and Wilsonville Road and the Seely Ditch sewerline, (approximately 300' south of Wilsonville Road to 12") to provide capacity for the Dammasch and Living Enrichment Center flows.

The users within the existing drainage basin have sufficient capacity in the existing 10" line. Dammasch State Hospital and the Living Enrichment Center will use 210 GPM of the additional capacity, leaving 224 GPM for future users that are either outside of the existing drainage basin and within the city limits, or in the drainage basin and outside of the Urban Growth Boundary.

The total cost of the line replacement is \$129,438; and the formula for the cost to future users is: the new peak flow and gallon per minute, divided by 434 GPM, times \$129,428, equal the pro-rata share of the cost. This is an acceptable method of determining cost sharing and staff therefore recommends approval of the Intergovernmental Agreement.

Eldon R. Johansen
Eldon R. Johansen, Community Development Director

7/13/93
Date

ej:md

Attachment: Intergovernmental Agreement

pc: Project file
IOC-CD

June 17, 1993

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF OREGON AND THE CITY OF WILSONVILLE

This agreement is entered into between the State of Oregon (State) and the City of Wilsonville (City) for the cooperation of units of government under the authority of ORS 190.010. It will become effective upon adoption by the parties and will continue until terminated as provided herein.

The circumstances surrounding the making of this agreement are as follows:

A. The State plans to replace approximately 1,000 linear feet of existing City sewer line through a competitive bid process in cooperation with the City. The line runs from the intersection of Wilsonville and Brown Roads south and east under the extension of Brown Road and east along the sewer easement described in a conveyance to the City which is recorded under Recorder's Fee No. 76-35127.

B. The cost to the State of replacing the line is:

Construction.....	\$107,765	(Attachment A)
Engineering.....	16,276	(Attachment B)
Easements.....	1,750	(Attachments C & D)
Permits.....	<u>3,647</u>	(Attachment E)

Total \$129,438

C. The State desires to recoup a pro-rata share of the total cost from two groups of future sewer line users:

Group 1 are future users who are outside of the immediate drainage basin and who would pump their waste into the immediate drainage basin from an adjacent drainage basin.

Group 2 are future users who are within the immediate drainage basin but who are not in the present urban growth boundary.

D. The State and the City are not promoting or advancing extraterritorial development with this agreement. The agreement is meant to establish a payback methodology for the State's sewer line costs only.

NOW, THEREFORE, in consideration of the mutual covenants contained herein:

1. The State and the City agree to facilitate the collection and repayment of pro-rata shares of the sewer line cost from future sewer line users.
 - a. The City will notify the State of Oregon, Department of General Services, Facilities Division whenever a party from groups 1 or 2 above connect to the sewer line.
 - b. The State will assess the party a pro-rata share of the sewer line cost based on their gallon contribution according to the following formula (see attachment F for supporting assumptions) :

Added flow (peak gpm) / 434 gpm X \$129,438.00 = Pro-rata charge

2. This Agreement and the obligations of the parties hereunder shall terminate upon the first happening of the following events:
 - a. Ten years after date of execution of the agreement.
 - b. Agreement of the parties.
 - c. The capacity of the new sewer line is exceeded.

State of Oregon
Department of General Services

Adopted by the City of
Wilsonville

Curt Hohn, Administrator
Facilities Division

Jerry Krummel, Mayor

Date

Date

WP:SEWER3

ATTACHMENT A

Bid #12500018-93

Closing Date: 04/20/93

Sewer Extension at Dammasch Hospital

Public Works Contract

Vendor				*K & R PLUMBING	TOTAL	ITEMIZED CONSTRUCTION COST	
Residence				*Clackamas, OR	ITEM		
Contractors Board Number				*03294	COST		
Item	Qty	Unit	Description	*Unit			
1	1	LS	MOBILIZATION	*	\$8,100.00	\$ 8,100.00	Items 1 through 30 are the cost for sewer line segment SA-1 which is the line running from the intersection of Wilsonville Road and Brown Road through the filbert orchard.
2	20	LF	CURB, GUTTER, & SIDEWALK	*	\$30.00	600.00	
3	300	SY	ASPHALT PAVING	*	\$18.30	5,490.00	
4	1800	SF	LANDSCAPING	*	\$2.80	5,040.00	
5	1220	LF	CHAIN LINK FENCE	*	\$5.00	6,100.00	
6	1	LS	STREET BARRICADES	*	\$200.00	200.00	
7	1	LS	MANHOLE F	*	\$2,000.00	2,000.00	
8	1	LS	MANHOLE A	*	\$500.00	500.00	
9	108	LF	REMOVE EXISTING 10" SEWER	*	\$1.00	108.00	
10	10	EA	PLUG & CAP EXISTING 10" SEWER	*	\$50.00	500.00	
11	2	EA	FILL MANHOLES D & E WITH SAND	*	\$275.00	550.00	
12	2	EA	REMOVE CONES/BARREL & FILL M.H. B&C	*	\$500.00	1,000.00	
13	1565	LF	FILL 10" SEWER BETWEEN M.H. A & F	*	\$1.90	2,973.50	
14	2	EA	TIE 8" EXISTING TO M.H. 4	*	\$400.00	800.00	
15	50	LF	INSTALL 8" PVC	*	\$54.50	2,725.00	
16	153	LF	RELOCATE 8" DUCTILE IRON WATER LINE	*	\$57.50	8,797.00	
17	2	EA	TIE NEW WATER LINE	*	\$250.00	500.00	
18	936	LF	12" PVC 3034 SEWER MAIN (0-12) NAT.	*	\$15.70	14,695.00	
19	310	LF	12" PVC 3034 SEWER MAIN (12-20) NAT.	*	\$19.10	5,921.00	
20	339	LF	12" PVC 3034 SEWER MAIN (12-20) ROCK*	*	\$56.50	19,153.50	
21	5	EA	STANDARD MANHOLES	*	\$1,900.00	9,500.00	
22	1	EA	DROP MAHOLES	*	\$1,900.00	1,900.00	
23	10	LF	ADDITIONAL MANHOLE DEPTH > 12'	*	\$130.00	1,300.00	
24	1	LS	CONTINUAL SERVICE FOR EXISTING SEWER*	*	\$200.00	200.00	
25	50	CY	ROCK EXCAVATION	*	\$1.00	50.00	
26	2	EA	FABRIC/GRAVEL INLET EROSION CONTROL	*	\$60.00	120.00	
27	1	EA	GRAVEL ENTRANCE	*	\$860.00	860.00	
28	1245	LF	SILT FENCE	*	\$1.25	1,556.20	
29	1	LS	TRAFFIC CONTROL	*	\$6,000.00	6,000.00	
30	3	EA	MANHOLE OFFSET SIGNS	*	\$175.00	525.00	
31	1	LS	MOBILIZATION	*	\$1,650.00	0	
32	660	LF	WIRE FENCE	*	\$2.80	0	
33	500	CY	TOPSOIL	*	\$2.00	0	
34	1	LS	TIE TO 8" SANITARY SEWER	*	\$2,400.00	0	
35	1	LS	TIE TO M.H. OSA-1	*	\$700.00	0	
36	15	LF	ADD 30" CSP STORM DRAIN	*	\$62.50	0	
37	1500	CY	EXCAVATION & EMBANKMENT / NAT MAT.	*	\$1.90	0	
38	1	LS	PROVIDE CONTINUAL SEWER SERVICE	*	\$200.00	0	
39	784	LF	8" PVC 3034 (0 - 12) NATIVE	*	\$12.05	0	
40	80	LF	8" PVC 3034 (12+) NATIVE	*	\$22.55	0	
41	395	LF	8" DIP CI WITH NATIVE	*	\$18.55	0	
42	5	EA	STANDARD MANHOLES	*	\$1,650.00	0	
43	5	LF	ADDITIONAL MANHOLE DEPTH OVER 12'	*	\$120.00	0	
44	1270	LF	12' WIDE GRAVEL ACCESS	*	\$6.20	0	
TOTALS - ALL ITEMS					\$154,652.90	\$107,764.95	

ATTACHMENT A

Bid #12500018-93
 Closing Date: 04/20/93
 Sewer Extension at Dammasch Hospital
 Public Works Contract

Vendor	Residence	Contractors Board Number	Item Qty Unit	Description	*K & R PLUMBING *Clackamas, OR *03294 *Unit	TOTAL ITEM COST	ITEMIZED CONSTRUCTION COST
			1	1 LS MOBILIZATION	*	\$8,100.00	Items 1 through 30 are the cost for sewer line segment SA-1 which is the line running from the intersection of Wilsonville Road and Brown Road through the filbert orchard.
			2	20 LF CURB, GUTTER, & SIDEWALK	*	\$30.00	
			3	300 SY ASPHALT PAVING	*	\$18.30	
			4	1800 SF LANDSCAPING	*	\$2.80	
			5	1220 LF CHAIN LINK FENCE	*	\$5.00	
			6	1 LS STREET BARRICADES	*	\$200.00	
			7	1 LS MANHOLE F	*	\$2,000.00	
			8	1 LS MANHOLE A	*	\$500.00	
			9	108 LF REMOVE EXISTING 10" SEWER	*	\$1.00	
			10	10 EA PLUG & CAP EXISTING 10" SEWER	*	\$50.00	
			11	2 EA FILL MANHOLES D & E WITH SAND	*	\$275.00	
			12	2 EA REMOVE CONES/BARREL & FILL M.H. B&C	*	\$500.00	
			13	1565 LF FILL 10" SEWER BETWEEN M.H. A & F	*	\$1.90	
			14	2 EA TIE 8" EXISTING TO M.H. 4	*	\$400.00	
			15	50 LF INSTALL 8" PVC	*	\$54.50	
			16	153 LF RELOCATE 8" DUCTILE IRON WATER LINE	*	\$57.50	
			17	2 EA TIE NEW WATER LINE	*	\$250.00	
			18	936 LF 12" PVC 3034 SEWER MAIN (0-12) NAT.	*	\$15.70	
			19	310 LF 12" PVC 3034 SEWER MAIN (12-20) NAT.*	*	\$19.10	
			20	339 LF 12" PVC 3034 SEWER MAIN (12-20) ROCK*	*	\$56.50	
			21	5 EA STANDARD MANHOLES	*	\$1,900.00	
			22	1 EA DROP MAHOLES	*	\$1,900.00	
			23	10 LF ADDITIONAL MANHOLE DEPTH > 12'	*	\$130.00	
			24	1 LS CONTINUAL SERVICE FOR EXISTING SEWER*	*	\$200.00	
			25	50 CY ROCK EXCAVATION	*	\$1.00	
			26	2 EA FABRIC/GRAVEL INLET EROSION CONTROL	*	\$60.00	
			27	1 EA GRAVEL ENTRANCE	*	\$860.00	
			28	1245 LF SILT FENCE	*	\$1.25	
			29	1 LS TRAFFIC CONTROL	*	\$6,000.00	
			30	3 EA MANHOLE OFFSET SIGNS	*	\$175.00	
			31	1 LS MOBILIZATION	*	\$1,650.00	
			32	660 LF WIRE FENCE	*	\$2.80	
			33	500 CY TOPSOIL	*	\$2.00	
			34	1 LS TIE TO 8" SANITARY SEWER	*	\$2,400.00	
			35	1 LS TIE TO M.H. OSA-1	*	\$700.00	
			36	15 LF ADD 30" CSP STORM DRAIN	*	\$62.50	
			37	1500 CY EXCAVATION & EMBANKMENT / NAT MAT.	*	\$1.90	
			38	1 LS PROVIDE CONTINUAL SEWER SERVICE	*	\$200.00	
			39	784 LF 8" PVC 3034 (0 - 12) NATIVE	*	\$12.05	
			40	80 LF 8" PVC 3034 (12+) NATIVE	*	\$22.55	
			41	395 LF 8" DIP CI WITH NATIVE	*	\$18.55	
			42	5 EA STANDARD MANHOLES	*	\$1,650.00	
			43	5 LF ADDITIONAL MANHOLE DEPTH OVER 12'	*	\$120.00	
			44	1270 LF 12' WIDE GRAVEL ACCESS	*	\$6.20	
TOTALS - ALL ITEMS						\$154,652.90	\$107,764.95

ATTACHMENT B
DEPARTMENT OF GENERAL SERVICES

CONSULTANT CONTRACT AMENDMENT NUMBER TWO

Fund No. 584-3-89-01-42-00

Contract No. R00812

Date: March 19, 1993

Project: Dammasch Sewer Line

The Consultant Contract (the Contract) dated 18 November 1992 by and between the STATE OF OREGON, acting through the Department of General Services (Department), and OTAK CORPORATION (Consultant), is amended as follows:

Paragraph 3a:

Modify to read: The Department agrees to pay the Consultant not to exceed the sum of \$38,635.00 (an increase of \$29,065) for accomplishment of the work.

Attachment A. Scope of Services:

Add the following:

Phase Two Services

A.1 Detailed Design Option 2 (Park at Merryfield)	\$14,763.00
A.1.1 Setup control line and elevation	
A.1.2 Topographic survey 2A (Park at Merryfield)	
A.1.3 Topographic survey 2B (bypass at STP)	
A.1.4 Design of Park at Merryfield (1"=40' plan and profile)	
A.1.5 Prepare easement analysis	
A.2 Develop construction bid documents	\$ 3,880.00
A.3 Assist in bidding/distribute documents	\$ 1,450.00
A.4 Construction Administration	\$ 8,182.00
A.4.1 Administration Option 2 (Park at Merryfield)	
A.4.2 Grouting	
A.4.3 Construction Survey Option 2	
A.4.4 Close out/as-builts (sets to DSH & Wilsonville)	
A.5 Prepare Grouting Specifications	\$ 790.00
TOTAL FEE FOR PHASE TWO SERVICES	\$29,065.00
SA-1 linear feet equals 56% of total linear feet of project	
\$29,065.00 X 56 % =	\$16,276.40

April 22, 1993

Tom Bernert and W. A. Schaeffer
 Joe Bernert Towing Company, Inc.
 P. O. Box 37
 Wilsonville, OR 97070

DEPARTMENT OF
 HUMAN
 RESOURCES

MENTAL HEALTH AND
 DEVELOPMENTAL
 DISABILITY SERVICES
 DIVISION

Dammasch State Hospital

Dear Mr. Bernert and Mr. Schaeffer:

Dammasch State Hospital (DSH) proposes the following agreement in regard to replacing the sewer line that traverses your property at the southeast corner of Wilsonville Road and Brown Road (see attached plan).

1. The existing fifteen feet wide permanent sewer line easement will be shifted five feet, either north or south at your preference. The existing sewer line will be filled with sand and abandoned in place. We will install a new sewer line about five feet away from the existing line and the new easement will be centered on the new sewer line. DSH will pay the cost of surveying the easement and preparing the legal description of the parcel.
2. For a fee of \$1,000. you will grant DSH a twenty feet wide construction easement adjacent to the sewer line easement.
3. DSH will return the vegetation and landscape to the preconstruction after the project ends.
4. DSH, through its contractor, will be fully liable for any damage or loss incurred as a result of the projects.
5. DSH will remove the existing chain link fence prior to construction and relocate it after construction adjacent to the easement on a line of your choice.
6. During construction, DSH will erect a temporary east-west barrier adjacent to the easement to prevent access onto the property.

Please sign below if you agree with these conditions and return one of the originals to me. Thanks for your assistance

Sincerely,

Andrew Golay, P. E.
 Director of Support Services

CC: Bill Foster, Dept of General Service

Barbara Roberts
 Governor



Tom Bernert, Owner

W. A. Schaeffer, Owner's Representative

PO Box 38
 28801 SW 110th Street
 Wilsonville, OR
 97070-0038
 (503) 682-3111
 TDD (503) 682-3100

April 22, 1993

DEPARTMENT OF
HUMAN

RESOURCES

John Winquist
Guardian Management Corporation
PO Box 5668
Portland, Oregon 97228-5668

RECEIVED

APR 26 1993

MENTAL HEALTH AND
DEVELOPMENTAL
DISABILITY SERVICES
DIVISION

Dammasch State Hospital

Re: Construction Easement at Wilsonville Heights Apartments

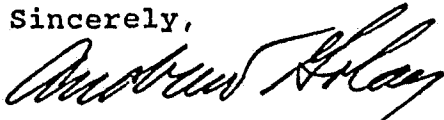
Dear Mr. Winquist:

Dammasch State Hospital would like to purchase, for \$750.00, a construction easement across a corner of the Wilsonville Heights Apartments' property. There is an existing sewer line and easement across the property and we would like to expand the easement temporarily to provide a larger working area when we replace the existing sewer line. We are replacing the sewer line as part of a project to connect the hospital to the City of Wilsonville's sewer system and we would have to do much less trench shoring if we had a wider easement to work on.

The construction easement would be ten feet further south of the existing easement (see attached plan). The plot is a grass yard with an underground irrigation system. We would return the plot to the present condition and replace any irrigation equipment removed or damaged during construction. Further, the state will be fully responsible for any loss or damage resulting from the project.

We plan to begin construction in mid-May and would like to have an agreement with you before we begin. Please sign below (or have the property owner sign) if you agree to the easement, and return one of the two originals to me. We will then forward the payment. I know this is short notice and I appreciate any help you can provide moving this along quickly.

Sincerely,



Andrew Golay, P.E.
Director of Support Services

cc: Bill Foster, Department of General Services



JAMES H WINKLER, GENERAL PARTNER

John Winquist, Guardian Management Corporation
WP:EASE1

Barbara Roberts
Governor



PO Box 38
28801 SW 110th Street
Wilsonville, OR
97070-0038
(503) 682-3111
TDD (503) 682-3100

ATTACHMENT E

PLAN REVIEW AND PERMIT COSTS

City of Wilsonville standard costs for a public works project with a construction value of \$154,652.00

- 1. Plan review\$320.00
- 2. Construction Permit.....5,532.00
- 3. Manhole Inserts, 12 @ \$55 ea......660.00

Total 6,512.00

Section SA-1 represents 56% of the total linear feet of the project. Therefore, the plan review and permit costs associated with it are:

$$\$6,512.00 \times 0.56 = \$3,647.00$$

ATTACHMENT F

ASSUMPTIONS FOR FLOW CALCULATION

The State is installing a new twelve inch diameter sewer line which has a flow capacity of 1122 gallons per minute (gpm). The existing ten inch diameter line has a flow capacity of 688 gpm. Therefore, the added capacity of the expansion is 434 gpm.

Dammasch State Hospital and the Callahan Center will use 210 gpm of the new capacity leaving 224 gpm for future users.

The cost to future users shall be based on their peak flows and pro-rated according to how much of the 434 gpm capacity they use. That is:

$$\text{New flow (peak gpm)} / 434 \text{ gpm} = \text{Pro-rata share of cost}$$