

RESOLUTION NO. 375

A RESOLUTION APPROVING THE BOBERG - BOECKMAN SANITARY SEWER EXTENSION AGREEMENT WITH UNITED DISPOSAL, INC.

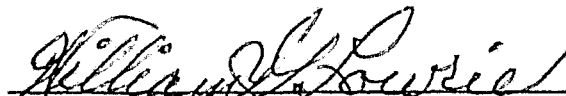
WHEREAS, the City staff has prepared a report on the above captioned subject which is attached hereto as Exhibit "A"; and

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 6th day of February, 1984, and filed with the Wilsonville City Recorder this same day.

  
\_\_\_\_\_  
WILLIAM G. LOWRIE, Mayor

ATTEST:

  
\_\_\_\_\_  
DEANNA J. THOM, City Recorder

AGREEMENT FOR EXTENSION OF SANITARY SEWER MAINLINE

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 referred as the CITY and UNITED DISPOSAL COMPANY, an Oregon Corporation

Business Status

hereinafter referred as UNITED DISPOSAL. The purpose of this Agreement is to provide for the construction of an 8" sanitary sewer mainline extension, herein referred to as the Boberg-Boeckman Sewer Extension, to provide a connection point for the force main building service from the new building presently under construction. The new building under construction is the United Disposal Building

Name

9500 S.W. Boeckman Road

Sec. 14(B)

100

Address

Section Map

Tax Lot No.

RECITALS:

1. UNITED DISPOSAL has requested the City provide sanitary sewer service for the property mentioned above, in its letter to the City dated August 17, 1983, and attached hereto as Exhibit 1.
2. UNITED DISPOSAL has now requested that the CITY initiate the construction of such sanitary sewer mainline by contract, and has agreed to advance the total cost of such construction.
3. UNITED DISPOSAL, by approval of this agreement shall make such service connection as approved by the PUBLIC WORKS DIRECTOR, hereinafter referred to as the DIRECTOR to the Boberg-Boeckman Sewer Extension construction under the terms of this agreement at the sole cost of UNITED DISPOSAL, and separate from any costs relating to the Boberg-Boeckman Sewer Extension.
4. The CITY finds that the Boberg-Boeckman Sewer Extension is economically feasible and practical as determined in the engineers report adopted at the November 7, 1983, regularly scheduled City Council meeting held at 7:30 pm in the Wesleyan Church at 29775 S.W. Town Center Loop E. and attached hereto as Exhibit 2. All requirements as set forth in Section 8.120(4) of the Wilsonville Code have been met.
5. The CITY agrees that the Boberg-Boeckman Sewer Extension can provide sewer connection service to other adjacent commercial, industrial, or domestic users described herein in Exhibit 2.

6. The CITY further agrees to require owners of the properties described in Exhibit 2 prior to the connection of any building sewer to any service connection as constructed as a part of the Boberg-Boeckman Sewer Extension or any service connection constructed and paid for by the owners at a later date, to refund to UNITED DISPOSAL a prorated portion of the cost of the extension, with such refund requirements to continue for a period of ten (10) years after the date of completion of the contract installation, and the CITY's formal acceptance of such extended sewer line.

AGREEMENT:

1. Authority

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

2. The CITY agrees to extend an eight inch (8") gravity sanitary sewer mainline on the west side of Boberg Road 500 ft. north, thence west on the south side of Boeckman 300 ft., construction shall be based on accepted gravity sanitary sewer line construction practices as stipulated in the City of Wilsonville Public Works Standards and Standard Specification and Drawing Oregon Chapter APWA. The construction of this project shall be installed by a contractor qualified by the CITY to do such work.

3. Payments

UNITED DISPOSAL agrees to advance the sum of \$26,400 for the construction of the Boberg-Boeckman Sewer Extension. The \$26,400 advance shall be made by UNITED DISPOSAL in an interest bearing account which the CITY will have an unrevocable right to draw on, to provide funding for the sewerline extension project. Interest from the account will accrue to UNITED DISPOSAL. UNITED DISPOSAL agrees that all costs relating to the Boberg-Boeckman Sewer Extension shall be payable from such interest bearing account. Such cost shall include, but shall not be limited to, contractors construction labor, piping, street crossings, fittings, manholes, permits, engineering, legal and any other items or costs directly related to this project.

4. Refund of Construction Costs

The CITY agrees that UNITED DISPOSAL will receive reimbursement for the Boberg-Boeckman Sewer Extension from other properties adjacent to the waterline as described in Exhibit 1. The CITY shall require the

owners of such other property, prior to providing sanitary sewer service to such other property, to refund to UNITED DISPOSAL a pro rate portion of the costs of the sewer 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 Boberg-Boeckman Sewer Extension project, and the time of application of an immediately adjacent property owner to connect to the sewer line. 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 sewer line. 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 Boberg-Boeckman Road, adjacent to the sewer line extension, and within the Urban Growth Boundary. The amount to be refunded, plus or minus any cost, increase 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 UNITED DISPOSAL as to the low bid received from a qualified contractor. UNITED DISPOSAL 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 UNITED DISPOSAL may abandon the project at anytime prior to the award of the contract for construction. In the case of such abandonment, UNITED DISPOSAL agrees to pay the 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

UNITED DISPOSAL agrees that the sewer line 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 sewer line 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 Public Works Department.

9. Procedure Upon Completion

Within sixty (60) days following acceptance of the constructed sewer line, the CITY will provide an itemized statement of all costs incurred for the construction of such sewer line. This statement will be used as the basis for determination of any further payments from UNITED DISPOSAL, or any refund to UNITED DISPOSAL as specified in Item 3. Payment, above.

10. Title and Control

Control of the sewer line, and any connections thereto, are specifically reserved to the CITY at the time of contract completion. The exchange of title to the sewer line shall not obligate the CITY to make payment for any portion of the sewer line. Payment for the construction of the sewer line shall be made solely under Item 4 of this Agreement entitled, "Refund of Construction Costs."

11. Maintenance

UNITED DISPOSAL agrees to pay an ongoing sewer service user fee as specified by the City Council and comparable to all other equivalent and comparable CITY users. Such fee will be at the CITY rate as specified in the adopting rate Resolution. CITY agrees that this fee shall be in payment for the sewer service. UNITED DISPOSAL further agrees that in the event of a sewer line break, which occur on the private sewer system, the repair of shall be their responsibility. The sole maintenance responsibility of the public sewer system constructed under the provisions of this contract shall be that of the CITY's.

12. Breach

Following the Agreement by UNITED DISPOSAL, and the award of the bid by CITY, this Agreement shall not be terminable by UNITED DISPOSAL 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 of 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.

UNITED DISPOSAL

BY

Robert F. Boudreau

BY

\_\_\_\_\_

BY

\_\_\_\_\_

THE CITY OF WILSONVILLE

BY

William D. Purcell  
Mayor

BY

Deanna J. Thom  
City Recorder

BY

\_\_\_\_\_