

A RESOLUTION AUTHORIZING THE MAYOR AND)
RECORDER TO ENTER INTO AN AGREEMENT FOR)
EXTENSION OF SANITARY SEWER LINE TO)
AIRPORT.)

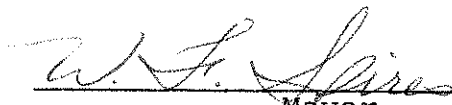
RESOLUTION NO. 49
for 1978

BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF LEBANON
AS FOLLOWS:

Section 1: That the Mayor and Recorder are hereby authorized
and directed to enter into an agreement with the State Board of
Aeronautics and Mr. Joe Gilbert, for extension of Sanitary Sewer
line to Lebanon Airport.

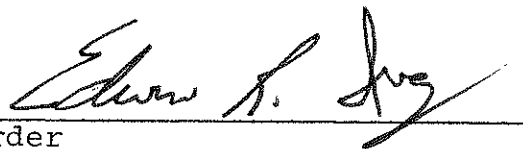
Section 2. That a copy of said agreement is attached hereto
and made a part hereof.

Passed by the Council by a vote of 6 for and 0 against
and approved by the Mayor this 23rd day of August, 1978.

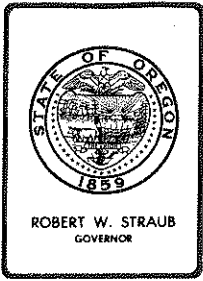


Mayor

ATTEST:



Recorder



State of Oregon Aeronautics Division

3040 25th STREET S.E., SALEM, OREGON 97310 PHONE 378-4880

September 14, 1978

Mr. Jim Nicoli
Building & Planning Official
City of Lebanon
925 Main Street
Lebanon, OR 97355

Dear Mr. Nicholi:

Enclosed are two fully executed and initialled copies of the Lebanon Airport Sewer Agreement for your distribution. To complete these agreements, Exhibit "A", Plans and Specifications, should be attached (and so marked) to the enclosed copies, which we have done with the copy retained in our office. Enclosed is a xerox copy of the cover page of Exhibit "A" showing our marking of same, and also a copy of the Vicinity Map on which we have marked "Exhibit B" to coincide with Item #6 of the agreement.

We trust you will find these agreements in order and wish to thank you for the fine spirit of cooperation we have experienced with the City of Lebanon.

Sincerely,


PAUL E. BURKET,
Aeronautics Administrator

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Enc: 4

RECEIVED

By

SEP 18 1978

CITY OF LEBANON
BUILDING & PLANNING,
ENGINEERING DEPTS.

LEBANON AIRPORT SEWER AGREEMENT

This agreement is made this 13 day of SEPTEMBER, 78, by and between the State of Oregon, by and through its Department of Transportation, Aeronautics Division, hereinafter referred to as State and the City of Lebanon, a municipal corporation of the State of Oregon, hereinafter referred to as City and Joe and Irene Gilbert, hereinafter referred to as Gilbert.

W I T N E S S E T H:

RECITALS

WHEREAS, State as the owner of the Lebanon State Airport has determined that it is necessary to obtain a connection to the Lebanon Sanitary Sewer System; and

WHEREAS, City has agreed to extend its sanitary sewer system to the Lebanon State Airport and to allow State and Gilbert to connect to said system; and

WHEREAS, Gilbert is willing to contribute to the cost of construction of the sewer line extension to Lebanon State Airport.

NOW, THEREFORE, it is agreed between the parties as follows:

1. City agrees to extend the Lebanon sanitary sewer system to the Lebanon State Airport. The construction of the sewer line extension shall be in accordance with the plans and specifications outlined in attached Exhibit A. The project shall consist of two phases. Phase one shall consist of the construction of a sewer line across the property owned by Gilbert and to the Lebanon State Airport property. Phase two shall consist of the construction of a sewer line across State property to the west border of the state airport property. The location of the construction work of phase one and phase two is also shown in Exhibit A. (Plans).

2. City agrees that phase one of the project shall be completed by August 1, 1979.

3. Upon completion of the sewer line extension project, City agrees to assume all responsibility for the operation, maintenance and repair of the sewer line.

4. City agrees to allow State and Gilbert to connect to City's sewer system upon completion of the project. State and Gilbert shall be required to pay city's normal connection fee in effect at the time of connection. In addition, State and Gilbert shall pay the normal monthly fee for residential users of City's system.

5. State agrees to pay to City upon completion of the project a maximum of two thirds of the City's cost in completing phase one. This shall include all costs directly incurred by City in the completion of the sewer line extension, such as cost of engineering design, purchase of materials and construction costs. In no event shall State's obligation exceed \$18,760. Further, State shall only be responsible for the cost of the purchase of pipe up to a diameter of 8 inches. If pipe exceeding 8 inches in diameter is purchased by City, City shall be responsible for all costs incurred in the purchase of the pipe in excess of the cost of 8 inch pipe.

6. State agrees to convey to ~~Gilbert~~ an easement across the airport necessary for the completion of phase two of the project. The location of the easement is shown in Exhibit B. The easement shall be conveyed to ~~Gilbert~~ at such time as Gilbert notifies State that construction is to begin on phase two of the project.

7. State shall not be obligated in any way for the costs incurred for completion of phase two of the project.

8. Gilbert agrees to pay to City a maximum of one third of the cost of the completion of the sewer line extension in phase one of the project. This shall include all costs directly incurred by City in the completion of the

project, such as costs of engineering design, purchase of materials and construction costs. In no event shall Gilbert's obligation exceed \$9,380. Gilbert shall be responsible for the cost of the purchase of pipe upto a diameter of 8 inches. All additional costs incurred because of the purchase of pipe in excess of 8 inches shall be the responsibility of City.

9. Gilbert agrees to convey to City an easement across a portion of Gilbert's property from 12th Street to Airway Road for the extension of the phase one sanitary sewer. This easement shall be conveyed from Gilbert to City within 30 days of the execution of this agreement.

10. Gilbert shall be responsible for City's costs incurred in the completion of phase two of the project. This shall include all costs directly incurred by City, such as cost of engineering design, materials purchased and costs of construction.

11. City agrees that any parties which are not a party to this agreement, who in the future connect to the sewer line which is constructed as phase one of this project, shall be required to pay a connection fee which is in accordance with the city ordinance for recovery of construction costs, in addition to regular connection and service fees in effect at the time. These recovery fees shall be paid to State and Gilbert in proportion to their contribution to the construction of phase one of the sewer system, two thirds to the State and one third to Gilbert.

12. In the event that any party to this agreement shall breach any of the terms of the agreement, the other party shall have the right to terminate the agreement upon 30 days written notice to the breaching party.

13. Upon the completion of phase one of the project, City shall submit a billing to State and Gilbert detailing the costs of the project. State and

Gilbert shall pay City the amount due within 30 days of completion of the project and final billing by City.

The Oregon Transportation Commission by a duly adopted delegation order has authorized the Administrator of the Aeronautics Division to act in its behalf in approving and executing this agreement.

APPROVED AS TO FORM:

STATE OF OREGON, by and through its
Department of Transportation,
Aeronautics Division

May J. Datta
Assistant Attorney General

Paul E. Burkett
Administrator

City of Lebanon

W. F. Spires
Edwin B. Jue

Joe and Irene Gilbert:

Joe Gilbert
Joe Gilbert

Irene Gilbert
Irene Gilbert

CITY OF LEBANON
LINN COUNTY OREGON
CONTRACT DOCUMENTS
FOR THE CONSTRUCTION OF
AIRPORT SANITARY SEWER EXTENSION

EXHIBIT "A"
TO
LEBANON AIRPORT SEWER AGREEMENT

VICINITY MAP

EXHIBIT "B"

