

City of Sherwood, Oregon
Resolution No. 94-571

A RESOLUTION AUTHORIZING AND APPROVING A REFUND AGREEMENT WITH JOHN WHITESELL FOR CONSTRUCTION OF OFF SITE SANITARY SEWER MAIN LINE BETWEEN MURDOCK ROAD AND CASCADE VIEW ESTATES PHASE III.

WHEREAS, it is the policy of the City of Sherwood to ensure to the limits of its authority that property owners are compensated for any frontending of the costs of constructing sewer mains, and

WHEREAS, John Whitesell has constructed an eight inch (8") sewer main to the northeast corner of Cascade View Estates Phase III, and said sewer main could directly benefit Tax Map 2S 1 32DA Tax Lots 100 and 200, and Tax Map 2S 1 32AD Tax Lots 11800, 11900, 12000, and 12100.


NOW, THEREFORE, THE CITY RESOLVES AS FOLLOWS:

Section 1. Contribution: An eight inch (8") off site sanitary sewer main was constructed by the developer a distance of 620 feet at a total cost of \$27,088.33.


Section 2. Refund: The total cost to construct an eight inch (8") line 620 feet (\$27,088.33) is hereby subject to payback to John Whitesell by the developers of Tax Map 2S 1 32DA Tax Lot 100 (\$15,201.16), Tax Lot 200 (\$7,708.63), Tax Map 2S 1 32AD Tax Lot 11800 (\$1,080.65), Tax Lot 11900 (\$1,008.62), Tax Lot 12000 (\$1,008.62), and Tax Lot 12100 (\$1,080.65) if lateral sewer service connection is made to the line constructed by John Whitesell within ten years of the effective date of this resolution.

Section 3. Authorization: The City Manager is hereby authorized to execute the aforementioned Refund Agreement on behalf of the developer and City.

Duly passed by the City Council March 9, 1994.


Walter Hitchcock, Mayor

Attest:


Polly Blankenbaker
City Recorder

City of Sherwood, Oregon

SANITARY SEWER MAIN CONSTRUCTION
REFUND AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of March, 1994 by and between the City of Sherwood, an Oregon municipality, hereinafter designated "City", and John Whitesell, P.O. Box 12279, Salem, Oregon 97309, hereinafter designated "Developer".

WITNESSETH:

WHEREAS, on the 21st day of December, 1993, developer completed the construction of, and the City accepted, a eight (8") sanitary sewer main described as follows:

Beginning at the Northeast corner of Cascade View Estates Phase III thence extending northerly along the westerly property line of Tax Lot 100 to Roy St., thence easterly along the northerly property line of Tax Lot 100 to Murdock Road.

Developer is the owner of the following property served by this sewer main: Tax Map 2S 1 32DA, Tax Lot 5200.

Said sewer main is adjacent to property other than Developer's own property so that lateral sewer service is, or could be, provided for Tax Map 2S 1 32DA Tax Lots 100 and 200, and Tax Map 2S 1 32AD Tax Lots 11800, 11900, 12000, and 12100 without further extension of public sewer mains. Said property is outlined within the red boundary shown on Exhibit "A" attached hereto and by this reference incorporated herein.

NOW, THEREFORE, except as otherwise provided by this Agreement, City hereby agrees to require the owners of the hereinabove described abutting property, prior to the City providing lateral sewer service from the aforementioned sewer main to that property, to refund to Developer a pro-rata portion of the construction cost of said sewer main. The amount to be refunded shall be determined by the City and such determination shall be final.

The amount of the refund from the abutting property is found to be most equitably determined based on the square footage of the adjoining lots. The City has calculated the refunds based on the following information:

Length of sewer main extension installed by Developer: 620 feet

Actual total construction cost of sewer main entitled to a refund installed by Developer: \$27,088.33

Length of sewer main subject to refund: 620 feet

Sewer main construction proratable to Tax Lots as follows:

Tax Map 2S 1 32DA	
Tax Lot 100	- \$15,201.16
Tax Lot 200	- \$ 7,708.63
Tax Map 2S 1 32AD	
Tax Lot 11800	- \$ 1,080.65
Tax Lot 11900	- \$ 1,008.62
Tax Lot 12000	- \$ 1,008.62
Tax Lot 12100	- \$ 1,080.65

These pro-rata payments shall not be assessed against properties receiving City sewer service prior to the construction of the new sewer main, provided that said service was from an older sewer main being replaced as part of the construction of the new main; and only the same number of dwelling units, or dwelling unit equivalents, as served prior to construction, are reconnected to the new sewer main, and the size of lateral sewer service lines are unchanged. However, Tax Map 2S 1 32DA Tax Lots 100 and 200 are not subject to this qualification.

At such time as the number of dwelling units or dwelling unit equivalents, or the size of lateral sewer service lines, for Tax Lots 100 or 200 is increased, the terms of the refund as specified by this Agreement shall apply.

City agrees to make all reasonable efforts to collect for the sewer main connections subject to this Agreement in the amounts as hereinafter set forth, and shall pay such amounts directly to Developer. No connection to the new sewer main shall be made until all refund payments are received by the City, unless otherwise agreed to by Developer or unless the City is ordered to connect properties by a court of competent jurisdiction. In the event legal suit or action is filed against City challenging the right of the City to make or collect the refund charges or challenges the reasonableness thereof, Developer agrees to assume the defense of this litigation and to hold City harmless from any loss, costs, attorney's fees, and expenses resulting therefrom. Developer agrees to be bound by any court decision in this matter.

Developer agrees to at all times keep the City Recorder informed of Developer's address for purposes of remitting refund payments. If Developer fails to notify the City of the change of address and the City is unable to cause refund payments to be remitted to Developer for a period of one (1) year after holding said funds for the account of the Developer, said monies shall be forfeited to the City.

This Agreement shall terminate at such time as Developer has been refunded the full construction cost of the portions of the sewer main eligible for refund, or on the 9th day of March 2004, whichever comes first.

City shall charge and deduct from any monies collected from the abutting property owners to be refunded to Developer a sum equal to 1% thereof, to reimburse City for its bookkeeping, handling and administrative costs in connection therewith.

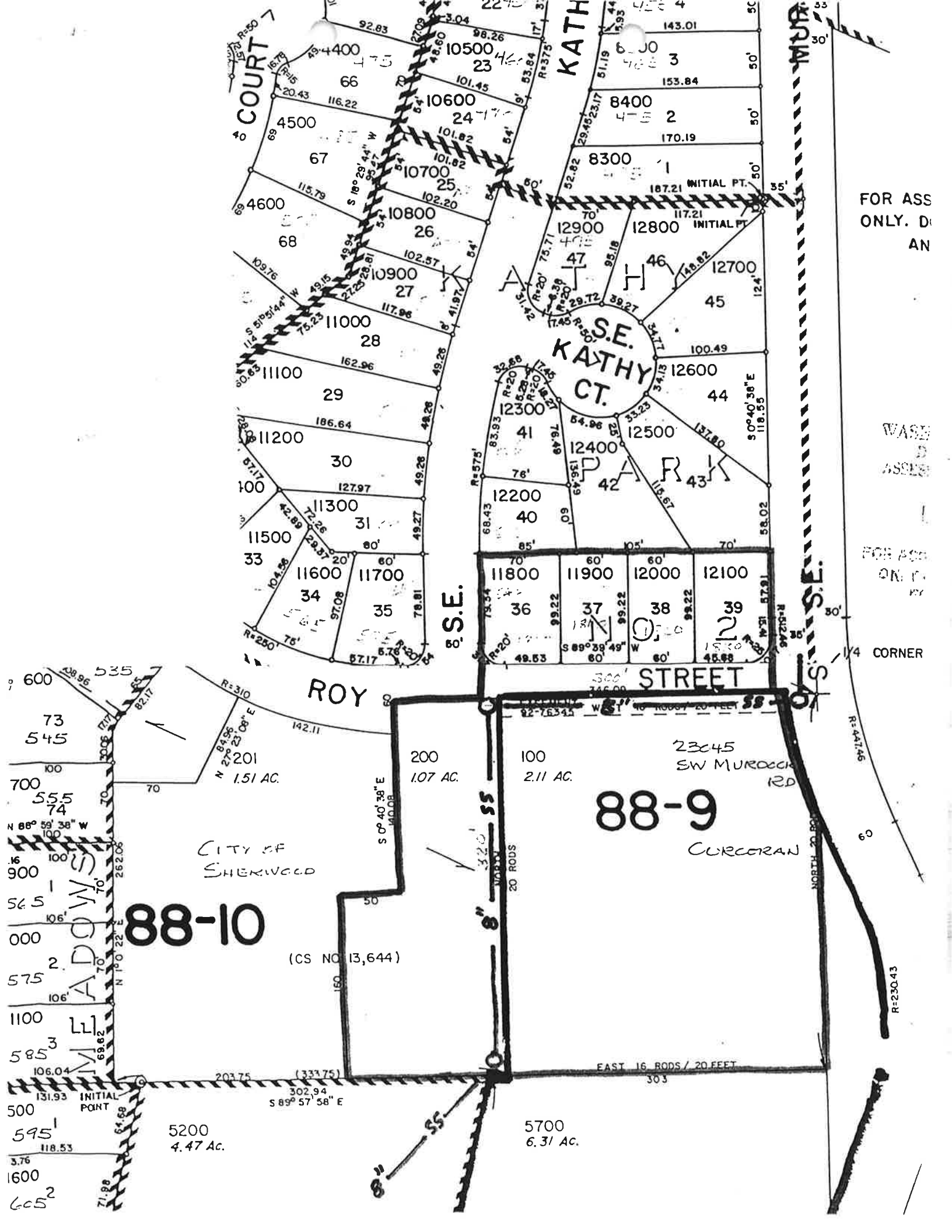
As authorized by resolution of the Sherwood City Council passed March 9, 1994.

CITY OF SHERWOOD

DEVELOPER


James K. Rapp
City Manager


Richard L. Bailey, Agent For:
John Whitesell



FOR ASS ONLY. D AN

WASH ASSOC

FOR ASS ON P

CORNER

88-10

88-9

5200
4.47 Ac.

5700
6.31 Ac.

23045
SW MURDOCK
120

CURCORAN

CITY OF
SHERWOOD

(CS NO 13,644)

EAST 16 RODS / 20 FEET

600
73
545
100
700
555
74
N 86° 59' 38" W
100
900
565
106'
000
575
106'
1100
585
106.04
500
595
118.53
3.76
1600
605

600
535
82.17
3006
70
142.11
R=310
N 84° 23' 08" E
201
1.51 AC.

ROY STREET

200
1.07 AC.

100
2.11 AC.

SS
320'
20 RODS

R=417.45
60

R=230.43

203.75 (333.75)
302.94
S 89° 57' 58" E

SS
8"

S.E.
35'

S.E.
50'

S.E.
KATHY CT.

KATHY

COURT

MURDOCK

INITIAL PT.

INITIAL PT.

INITIAL PT.

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