

City of Sherwood, Oregon  
RESOLUTION NO. 95-601

A RESOLUTION AUTHORIZING AND APPROVING A REFUND AGREEMENT WITH JAMES K. AND RICHARD K. MORSE FOR CONSTRUCTION OF THE LANGER DRIVE TEN-INCH WATERLINE.

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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 water mains, and

WHEREAS, James K. and Richard K. Morse has constructed a ten inch (10") water main along Langer Drive to the site of Sherwood Pacific Lumber Company and said water main may directly benefit intervening properties.

NOW, THEREFORE, THE CITY RESOLVES AS FOLLOWS:

Section 1. Contribution: A 10" water main was constructed by the developer a distance of 1664 feet at a total cost of \$96,941.18. System development charge (SDC) credits have been issued for the oversizing by the City of Sherwood in the amount of \$2,645.00.


Section 2. Refund: The net cost to construct the 10" line (less SDC credits) is \$94,296.18 and is hereby subject to payback to James K. and Richard K. Morse if lateral water service connection is made to this line within ten years of this date.

Section 3. Calculation: As potentially benefited properties to the south of the subject line are presently in one large unsubdivided lot, the most equitable manner of assessing payback shares is determined to be linear front footage of the properties benefited along the constructed water line.

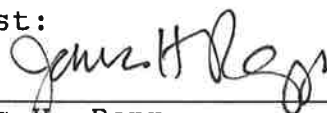
Section 4. Authorization: The City Manager is hereby authorized to execute the aforementioned Refund Agreement on behalf of the developer and City.

Section 5. Effective Date: This Resolution shall be effective once James K. and Richard K. Morse provide detailed breakdowns of water main construction costs to the City's satisfaction.

Duly passed by the City Council on February 28, 1995.

  
Walter Hitchcock, Mayor

Attest:

  
James H. Rapp  
City Manager

City of Sherwood, Oregon

WATER MAIN CONSTRUCTION  
REFUND AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of February, 1995 by and between the City of Sherwood, an Oregon municipality, hereinafter designated "City", and James K. and Richard K. Morse, 15905 S.W. Tualatin-Sherwood Road, Sherwood, Oregon 97140, hereinafter designated "Developer".

WITNESSETH:

WHEREAS, on the 27th day of June, 1994, developer completed the construction of, and the City accepted, a ten (10") inch water main described as follows:

Located along Langer Drive, constructed for 1664 feet along the northern border of Tax Map 2S129C, Tax Lot 200.

Developer is the owner of the following property served by this water main:

Tax Map 2S129B, Tax Lot 1000.

Said water main is adjacent to property other than Developer's own property so that service is, or could be, provided to such intervening properties, without further extension of primary public water mains. Said tax lots are listed below and are outlined within the red boundary shown on Exhibit "A" attached hereto and by this reference incorporated herein.

Tax Map 2S129C, Tax Lot 100  
Tax Map 2S129B, Tax Lot 600  
Tax Map 2S129B, Tax Lot 700 (portion south of Tualatin-Sherwood Road)  
Tax Map 2S129B, Tax Lot 1200  
Tax Map 2S129C, Tax Lot 200

Note: All of Tax Lots 100, 600, 700, and 1200 and that portion of Tax Lot 200 north of Langer Drive is being developed as a single unit, and is so treated by this Agreement.

NOW, THEREFORE, except as otherwise provided by this Agreement, City hereby agrees to require the owners of the

hereinabove described abutting properties, prior to the City permitting water service, via a direct lateral water service to that property directly from the ten (10") inch water main hereinabove described, to refund to Developer a pro-rata portion of the construction cost of said water 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 properties is found to be most equitable if determined based on linear front footage of water line constructed. The City has calculated the refunds based on the following information:

Length of water main extension installed by Developer: 1664 feet

Actual total construction cost of water main installed by Developer: \$87,059.00

Length of water main subject to refund: 1664 feet

Water main construction proratable to Tax Lot 1000: \$13,237.00 for 253 linear feet.

The refunds due Developer property by property, except as otherwise provided by this Agreement, shall be:

Tax Map 2S129C, Tax Lot 100	
Tax Map 2S129B, Tax Lot 600	\$36,911.00
Tax Map 2S129B, Tax Lot 700	
Tax Map 2S129B, Tax Lot 1200	
Tax Map 2S129C, Tax Lot 200 (north)	\$36,911.00
Tax Map 2S129C, Tax Lot 200 (south)	

These pro-rata payments shall not be assessed against properties receiving City water service prior to the construction of the new water main, provided that said service was from an older water 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 water main, and the size of lateral water service lines and water meters are unchanged. At such time as the number of dwelling units or dwelling unit equivalents, or the size of lateral water service lines or water meter, for any tax lot listed hereinabove 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 water 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 water 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 water main eligible for refund, or on the 27th day of June 2004, whichever comes first.

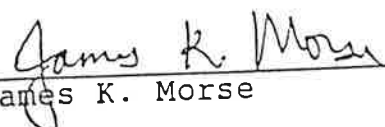
City shall charge and deduct from any monies collected from the abutting property owners to be refunded to Developer a sum equal to 1% thereof, to reimburse City for its bookkeeping, handling and administrative costs in connection therewith.

As authorized by resolution of the Sherwood City Council passed February 28, 1995.

CITY OF SHERWOOD

  
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James H. Rapp  
City Manager

DEVELOPERS

  
\_\_\_\_\_  
James K. Morse

  
\_\_\_\_\_  
Richard K. Morse