

City of Sherwood, Oregon  
Resolution No. 93-568

A RESOLUTION AUTHORIZING AND APPROVING A REFUND AGREEMENT WITH DALE L. & JULIE M. BURGHARDT FOR CONSTRUCTION OF THE LADD HILL WATERLINE.

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, Dale L. & Julie M. Burghardt has constructed a twelve inch (12") water main from Sunset Blvd. south on the westerly side of Ladd Hill Road and said water main will directly benefit Tax Lot 3000 Tax Map 2S 1 32C.

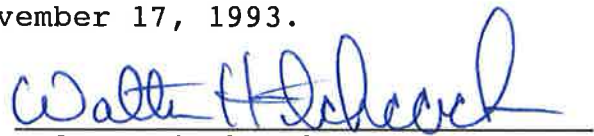
NOW, THEREFORE, THE CITY RESOLVES AS FOLLOWS:

Section 1. Contribution: A 12" water main was constructed by the developer a distance of 660 feet at a total cost of \$22,123.20. The developer is responsible for the cost of a 8" main line. Credits have been issued for the oversizing by the City of Sherwood.

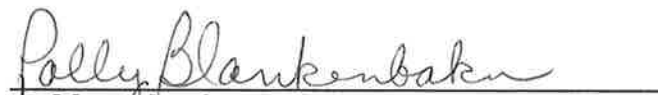
Section 2. Refund: The total cost to construct an 8" line 660 feet is \$13,846.80; one-half this cost (\$6,923.40) is hereby subject to payback to Dale L. & Julie M. Burghardt by the developer of Tax Lot 3000 Tax Map 2S 1 32C if water service connection is made to this line within ten years of this date.

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 November 17, 1993.

  
Walter Hitchcock, Mayor

Attest:

  
Polly Blankenbaker  
City Recorder

City of Sherwood, Oregon

WATER MAIN CONSTRUCTION  
REFUND AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of November, 1993 by and between the City of Sherwood, an Oregon municipality, hereinafter designated "City", and Dale L. & Julie M. Burghardt, P.O. Box 20458, Keizer, Oregon 97307, hereinafter designated "Developer".

WITNESSETH:

WHEREAS, on the 8th day of October, 1993, developer completed the construction of, and the City accepted, a twelve (12") water main described as follows:

Located on the west side of Ladd Hill Road, and extending from Sunset Boulevard south, 662 feet along the easterly border of Tax Map 2S132C, Tax Lot 3000.

Developer is the owner of the following property served by this water main: Tax Map 2S132C, Tax Lot 2603.

Said water main is adjacent to property other than Developer's own property so that service is, or could be, provided for Tax Map 2S132C, Tax Lot 3000, without further extension of public water 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 water service to that property, 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 property is found to be most equitable determined based on the tax lot frontage on Ladd Hill Road. The City has calculated the refunds based on the following information:

Length of water main extension installed by Developer: 660 feet

Actual total construction cost of water main installed by Developer: \$22,123.20

Length of water main subject to refund: 660 feet

Water main construction proratable to Tax Lot 3000: \$6,923.40

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. However, Tax Lot 3000 is not subject to this qualification.

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 Tax Lot 3000 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 17th day of November 2003, whichever comes first.

Length of water main extension: 660 feet of 12"  
Total Cost: \$22,123.20 Cost per foot: \$33.52  
Length of water main entitled to refund: 1/2 of 660 feet of 8"  
Cost of water main entitles to refund: \$6,923.40  
1/2 cost per foot: \$10.49

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 November 17, 1993.

CITY OF SHERWOOD

DEVELOPERS

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James R. Rapp  
City Manager

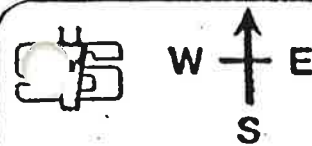
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Dale L. Burghardt

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Julie M. Burghardt

EXHIBIT "A" REFUND Agreement



THIS MAP IS FURNISHED AS A  
CONVENIENCE BY:  
**STEWART TITLE**

THIS MAP IS NOT A SURVEY AND DOES NOT  
SHOW THE LOCATION OF ANY IMPROVE-  
MENTS. THE COMPANY ASSUMES NO LIA-  
BILITY FOR ANY ERRORS THEREIN.

