



RESOLUTION 2014-074

AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SHERWOOD AND THE CITY OF WILSONVILLE REGARDING COST, CONSTRUCTION, OWNERSHIP AND OPERATION OF SEGMENT 3B THE WATER TRANSMISSION LINE BETWEEN SHERWOOD AND WILSONVILLE

WHEREAS, on March 5, 2013, the City of Sherwood (“Sherwood”) and the City of Wilsonville (“Wilsonville”) executed an intergovernmental agreement (“Agreement”) regarding the cities’ respective rights and obligations for the cost, construction, ownership and operation of Segment 3B of the 48-inch finished-water transmission line from the Willamette River water treatment plant to distribution facilities in Sherwood; and

WHEREAS, Section 4.9 of the Agreement provided for a fund of \$100,000 to pay for post-construction environmental mitigation, monitoring and maintenance related to the construction of Segment 3B; and

WHEREAS, following the completion of Segment 3B and based on specific information about the costs and extent of necessary environmental mitigation, monitoring and maintenance, the cities have concluded that only \$55,000 is necessary to ensure compliance with applicable standards and regulations; and

WHEREAS, based on this information, the cities have agreed to amend Section 4.9 to reduce the funding obligation from \$100,000 to \$55,000 and make related changes to the administrative provisions.

NOW, THEREFORE, THE CITY OF SHERWOOD RESOLVES AS FOLLOWS:

Section 1. The City Council authorizes an amendment to the Segment 3B Agreement between the City of Sherwood and the City of Wilsonville, to delete the text of Section 4.9 and to replace it with the following:


4.9 *Mitigation Funding.* Following the date of substantial completion, the Parties agree to establish a mitigation fund in the amount of \$55,000.00 for the purpose of funding environmental mitigation, monitoring, and maintenance, as required by the Oregon Division of State Lands and the United States Army Corp of Engineers, including but not limited to landscaping and wetland mitigation. Sherwood shall pay to Wilsonville the amount of \$23,054.70, which the Parties agree is equal to Sherwood’s percentage obligation of \$55,000.00 calculated according to the cost-sharing methodology set forth in the Segment 3A Agreement and the final “true-up” percentage calculated under Section 4.7.1 above. Wilsonville shall retain these funds for a period of up to five years following the date of substantial completion. The funds shall be deposited in a separate account and used only for the purpose of mitigation, monitoring, and maintenance related to the Segment 3B Project. At the end of the retention period, Wilsonville shall return Sherwood’s percentage portion of any unused funds, including interest thereon, to Sherwood. During the retention period, Wilsonville

shall provide a financial accounting of the funds to Sherwood upon request but not more than quarterly.

Section 2. The City Manager is authorized to take such action as necessary to execute the amendment described in Section 1 of this Resolution.

Section 3. This Resolution shall be effective upon its approval and adoption.

Duly passed by the City Council this 18th day of November 2014.


Bill Middleton, Mayor

Attest:


Sylvia Murphy, MMC, City Recorder