

RESOLUTION NO. CCL (250)

A RESOLUTION APPROVING CHANGE ORDER #3 SEELY DITCH IMPROVEMENT PROJECT

WHEREAS, the City Staff has prepared a report on the above captioned subject which is attached hereto as Exhibit A, and

WHEREAS, the City Council has duly considered the subject and the recommendation(s) contained in the staff report, and


WHEREAS, interested parties, if any, have had an opportunity to be heard on the subject,

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Wilsonville does hereby adopt the staff report attached hereto as Exhibit A, with the recommendation(s) contained therein and further instructs that action appropriate to the recommendation(s) be taken.

ADOPTED by the City Council of the City of Wilsonville at a regular meeting thereof this 21st day of June, 1982 and filed with the Wilsonville City Recorder this same day.

  
WILLIAM G. LOWRIE, Mayor

ATTEST:

  
DEANNA J. THOM, City Recorder

CITY OF WILSONVILLE

# MEMO

May 12, 1982

DATE

TO: Mayor and City Council ✓

FROM: Larry R. Blanchard  
Public Works Director

SUBJECT: Change Order #3 - Seely Ditch LB

The City Council as part of the May 5, 1982, Council Agenda approved the Lee easement and with the Lee easement Change Order #1, which purchased only the ductile iron pipe to be installed under #1 of the Lee easement (see attached).

Change Order #3 is for the completion of items #1 installation of ductile ironpipe, and item #2 of the Lee easement. After the work has been completed on Change Order #3 the Lee easement will have been satisfied.

Item #3 on Change Order #3 is necessary to restore the gravel road for Silver Leaf Farms after hauling the excavation debri to a sight on their property.

The total expenditures on this project to date is \$110,000.00. Total appropriated funds for the Seely Ditch Project is \$189,000.00. After all the change orders are completed and the project is done approximately \$20,000.00 will be remaining from the \$189,000.00.

## Recommendation

Approve Change Order #3 items 1,2, 3 for a total sum of \$15,306.25.

## Attachments

LRB:ks

cc:  
40,012 R

EXHIBIT "A"



CITY OF WILSONVILLE

**MEMO**

April 29, 1982

DATE

TO: Mayor and City Council

FROM: Larry R. Blanchard *L.B.*  
Public Works Director

SUBJECT: Acceptance Lee Easement - Seely Ditch Project

Due to the addition of a requirement by Myrtle and Frank Lee to utilize cast iron pipe for placement of the pipe 50 feet each direction of an existing well on Myrtle and Frank Lees property, a revision of the easement had to be processed. Since the Lee's were told by D.E.Q. in 1971 that cast iron pipe was the accepted construction material during that time and that this provision was insisted on by the Lees, then the initial offer by the City to utilize ductile iron pipe was rejected. An alternative easement was signed and submitted to the City for approval by the Lees attorney.

Cast iron pipe is no longer easily available and ductile iron pipe has been the accepted water tight construction material for a number of years. The Lees were consequently convinced of this fact and have now signed the original easement as had been originally intended.

Mr. and Mrs. Lee were assured in 1971/72 that the integrity of their existing well would be protected by the use of 30" ductile iron pipe (or at that time cast iron) on the sanitary sewer line 50 feet each side of the well. This provision was never carried through. Also some construction debris was scattered on the Lees property, leaving rocks and unsuitable soil deposited on the west 100' of the Lee property. Provisions have been made in this easement to eliminate these problems.

Recommendation

Approve the Lee easement as proposed and signed by Frank and Myrtle Lee.

Attachment

LRB:ks

DRAINAGE EASEMENT

THIS INDENTURE WITNESSETH THAT Frank B. Lee and Myrtle K. Lee  
husband and wife (Grantors)  
for the consideration of \_\_\_\_\_ Dollars  
to \_\_\_\_\_ paid, and of the mutual covenants herein contained, do hereby grant  
and convey unto the City of Wilsonville, Oregon (Grantee) right-of-way and easement  
for drainage over and across the following described real property:

A portion of that property lying in Section 23, Township 3 South, Range 1 West of the Willamette Meridian, Clackamas County, Oregon, as conveyed to Myrtle and Frank Lee by deed recorded in Clackamas County Records Book 479 Page 6 and described as follows:

The westerly 30.00' of the above described property.

Area of this easement is approximately 12,286 sq.ft. (0.28 Acres)

Exhibit A and B are attached hereto and incorporated herein by reference as further terms and conditions of this easement.

TO HAVE AND TO HOLD the above described right-of-way unto said grantee in accordance with the conditions and covenants as follows:

(1) The grantee, through its officers, employees and agents, shall have the right to enter upon said lands in such a manner and at such times from this date as may be reasonably necessary for the purpose of constructing, building, patrolling, replacing and maintaining thereon a drainage ditch or drainage facility along said right-of-way for the conveyance of surface water, including such renewals, repairs, replacements and removals as may be from time to time required. Said right shall be perpetual so long as grantee shall operate a drainage facility for carrying surface water as herein provided, but should grantee cease to use said facility for a period of one year, then this easement shall become null and void.

(2) Immediately after any construction or repair of said drainage ditch the surface of the ground shall be restored equal to its original condition so that the grantors and their successors in interest shall have the free and unobstructed use thereof, subject to rights of grantee herein provided.

(3) Grantee will make no unreasonable interference with such use of the surface of said land by grantors and their successors in interest.

(4) Grantors and their successors in interest will not be responsible for damage by others to said drainage ditch.

(5) In case of the opening of a road or street to or upon grantor's said lands, then any portion of such drain ditch or drainage structure with the proper construction and maintenance of such road or street shall be adjusted accordingly by grantee, at its expense, so as not to interfere with such road or street.

(6) Grantee will indemnify and hold harmless the Grantors, their heirs and assigns from claims or injury to person or property as a result of the negligence of the Grantee, its agents or employees in the construction, operation or maintenance of said drainage facility.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this day of \_\_\_\_\_ 19\_\_\_\_.

\* Frank B. Lee (Seal)  
\* Myrtle K. Lee (Seal)  
\_\_\_\_\_  
\_\_\_\_\_  
(Seal)  
(Seal)

Approved

\_\_\_\_\_

Approved as to form:

\_\_\_\_\_

Attorney

STATE OF OREGON

County of \_\_\_\_\_

THIS CERTIFIES that on this 27<sup>th</sup> day of April, 1982, before me, a notary public in and for said county and state, personally appeared FRANK B. LEE and MYRTLE K. LEE known to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year above written.

Deborah J. Howard  
NOTARY PUBLIC FOR OREGON

My Commission Expires: Aug. 23, 1985

## Exhibit A

Item 1: The City will agree to replace the existing concrete sewer line with ductile iron pipe with waterproof joints for a minimum distance of 50 feet each direction from the well on the Lee property located behind their house. After this has been done, the City will cause the water in the well to be tested for purity, and if any contamination is found originating from the city sanitary sewer line on the Lee property, the City will take whatever steps may be necessary to purify the water. All of the foregoing will be done at the sole expense of the City without cost of any kind to the Lees.

Item 2: The City shall remove all rocks which are indicated in the shaded area in Exhibit "B". The large rocks shall be used to extend the existing rock wall located at the southwest portion of the property. The shaded area indicated in Exhibit "B" shall be filled with six inches of top soil, and there shall be no rock larger than 2" in diameter for a distance of 12" inches below the filled ground elevation.

Item 3: The City shall adjust the manhole(s) located on the Lee property to match the elevation of ground after fill has been placed on the area mentioned in Item 2.

Item 4: If it is necessary to move any farm equipment of the Lees while working on the improvements to Seely Ditch, or doing maintenance work after the completion of the project, the City shall cause the same to be moved and shall replace the same after the work is completed.

Item 5: After improvement of the ditch is completed, the City shall keep the easement free of noxious weeds or plants and shall keep any grass mowed to a level and it shall be attractive and not unsightly. If the City shall fail to do the foregoing, the Lees may do the same and have the cost billed to the City. The City shall give the Lees ten days notice in writing before entering the property to do any maintenance work on the easement.

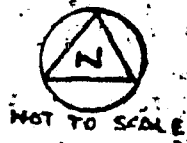
Item 6: The Lees have the right to erect a fence on their property along the line of the easement, with a gate for access to the easement, at the Lees own expense.

Item 7: The City shall reimburse the Lees for attorney fees accumulated during the negotiation of this easement, however the amount to be reimbursed shall not exceed (400) four hundred dollars. The Lees shall not make any other request or changes for the easement.

# Exhibit "B"

WILSONVILLE

ROAD



INDUSTRIAL WAY

Lee Property

WELL ROAD

## NOTES

- 1). Replace concrete pipe in this area with Ductile Iron.
- 2). Rocks left on tillable land.
- 3). Remove all rock from site and place and continue existing rock wall at south end of property.



# MEMO

January 13, 1982

DATE

TO: Mayor & City Council

FROM: Larry Blanchard *LB.*  
Public Works Director

SUBJECT: Change Order #2 - Seely Ditch

During the construction of the 30" Sanitary Sewer Mainline which was installed as the City's backbone system in 1970/71, the Department of Environmental Quality (E.P.A.) required the City to take safeguard steps on one particular piece of property. The property I am referring to is the Frank and Myrtle Lee property tax lot 600. A well existed on the site and D.E.Q. required the City to install all ductile iron pipe within a 50 foot radius of the well.

The safeguards to protect the well were never completed and the City is still obligated to make the necessary safeguards. The Seely Ditch Construction Project uncovered the problem while negotiating an easement with the Lees for Storm Drainage Improvements to Seely Ditch.

Item #1 Change Order #2 - Seely Ditch Project was due to inexistant original plans for the Sequoia Supply Bridge, additional steel was required because of inadequacies found in the bridge footing.

Item #2 Change Order - Seely Ditch Project Materials costs are included only; the City is presently negotiating installation costs.

## Recommendation

1. Approve Change Order #2 - Seely Ditch Project as submitted.

Attachment

LB:ks

CONTRACT CHANGE ORDER

ORDER NO.	2
DATE	1/11/82
STATE	Oregon
COUNTY	Clackamas

CONTRACT FOR  
Seeley Ditch Improvements

OWNER  
City of Wilsonville

To Ames, Inc.

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes (Supplemental Plans and Specifications Attached)	DECREASE in Contract Price	INCREASE in Contract Price
1) Extra for dowels @ Wilsonville Road Culvert (north wall) and Sequoia Supply Bridge	\$	\$ 287.04
2) Material costs for replacing 100' of 30" concrete sanitary sewer line with 30" ductile iron		7500.00
TOTALS	\$	7787.04
NET CHANGE IN CONTRACT PRICE	\$	7787.04

JUSTIFICATION: 1) Required on north wall of Wilsonville Road culvert, because not enough steel was found in existing wall to properly tie in new wall. At the Sequoia Supply Bridge, no steel was found in the existing footings and the dowel was required to properly tie in the new walls. 2) As required by Lee's easement (costs for piping and shipping)

The amount of the Contract will be ~~XXXXXXXX~~ Increased By The Sum Of seven thousand seven hundred eighty seven dollars and four cents Dollars (\$ ---7787.04---- ).

The Contract Total Including this and previous Change Orders Will Be: one hundred sixty one thousand four hundred twenty four dollars and seventeen cents Dollars (\$ --161,424.17---- ).

The Contract Period Provided for Completion Will Be ~~XXXXXXXXXXXXXXXX~~ Unchanged: \_\_\_\_\_ Days

This document will become a supplement to the contract and all provisions will apply hereto.

Requested *[Signature]* \_\_\_\_\_ (Owner)  
 Recommended *Tom Seibel* \_\_\_\_\_ (Owner's Architect/Engineer)  
 Accepted \_\_\_\_\_ (Contractor)

2-12-82 \_\_\_\_\_ (Date)  
JAN-12-82 \_\_\_\_\_ (Date)  
 \_\_\_\_\_ (Date)