

Council Business Meeting

July 3, 2018

Title: Water Service Outside of City Limits and within the Urban Growth Boundary
From: Scott Fleury Deputy Public Works Director
Scott.fleury@ashland.or.us

Summary:

Before the Council is approval of a water service connection for the single family residential property located at 597 Benson Way. Requirements for a water service connection outside of City Limits, but within the Urban Growth Boundary (UGB) are detailed in Resolution [97-27](#).

Actions, Options, or Potential Motions:

The Council may:

- Move to approve the water service connection for 597 Benson Way.
- Move to deny the water service connection for 597 Benson Way.

Staff Recommendation:

Staff recommends approval of the water service connection for 597 Benson Way as the property is in the UGB and the criteria requirements of resolution 97-27 are met.

Resource Requirements:

The only resource is staff time expended to bring forth the request to the City Council. The property owner will be required to pay the recording fees associated with the consent to annexation; consent not to subdivide; pay the appropriate system development charge (SDC) and the monthly water bill charges.

The SDC fee for residential is calculated on a square foot basis for livable space (\$2.6069/square foot). The residential unit is 1824 square feet in total with a 216 square foot attic resulting in 1608 square feet of livable space. The total SDC is calculated as 1608 square feet x \$2.6069/square foot = \$4,191.90. In addition in accordance with Resolution [2018-12](#), water rates outside the City limits are charged at 1.5 times the charges for rates within the city limits.

Policies, Plans and Goals Supported:

Department Goals:

- Maintain infrastructure to meet regulatory requirements and minimize life-cycle costs
- Evaluate all city infrastructure regarding planning management and financial resources

Background and Additional Information:

Public Works staff was contacted by the property owner at 597 Benson Way regarding the potential to obtain a City water service due to a failing and significantly under producing well.

The property is located outside of City limits but within the UGB and is a .68 acre parcel zoned RR5 by Jackson County. The property is occupied by an 1824 square foot single story house and mature landscaping.

The current well is drilled to 130 feet deep and over the past several years, the volume of water available from the well has steadily decreased and the pump has now been lowered to 127 feet to access any additional water. Drilling the existing well deeper in an attempt to potentially access more water is not feasible due to site constraints prohibiting equipment access to the wellhead.

The property owner had a 2000 gallon holding tank installed in 2012 and until the last few years the well in conjunction with the holding tank have been able to meet daily domestic/irrigation needs for the property. Now the property owner is having water trucked in on a regular basis to fill the holding tank. The property owner had a recent well test and obtained estimates to drill a new well on the property. Drilling a new well on the property is costly and does not guarantee an adequate amount of water will be found to support daily needs. The most recent well test produced .08 gallons per minute or 115 gallons per day and that volume has been intermittent at best. The current projected per capita use developed by RH2 for the current master plan update is 132 gallons per day. Currently two people live at the residence.

The property owner is aware of the conditions for water service as set forth in Resolution [97-27](#), has completed all requirements and upon Council approval will record the required documents and pay the appropriate fees. The conditions which must be satisfied include:

- A. The applicant is aware of the conditions for water service pays the water connection fee for connections outside the city and the systems development charges established by the City.
- B. In the event dwellings or buildings connected to the water system are subsequently replaced for any reason, then the replacement building or dwelling may continue to be connected to the water system of the City as long as the use of the water system will not be increased as determined by the Director of Public Works.
- C. The applicant furnish to the City a consent to the annexation of the premises and a deed restriction preventing the partitioning or subdivision of the land prior to annexation to the City, signed by the owners of record and notarized so that it may be recorded by the City and binding on future owners of the premises. The cost of recording the deed restriction shall be paid by the property owner.
- D. The property owner shall execute a contract with the City of Ashland which provides for: payment of all charges connected with the provision of water service to the property; compliance with all ordinances of the city related to water service and use; termination of service for failure to comply with such ordinances and that failure to pay for charges when due shall automatically become a lien upon the property. A memorandum of the contract shall be recorded in the county deed records with the cost of recording to be paid by the property owner.

Attachments:

Property Owner Letter
Consent to annexation
Consent not to subdivide
Well drilling estimates

June 7, 2018

Scott A. Fleury, Deputy Public Works Director
City of Ashland, Public Works
20 East Main Street, Ashland OR 97520

Dear Scott,

Based upon all of the information you have provided me, and the research I have done regarding our inadequate well at 597 Benson Wy, we have decided that connecting to the City of Ashland water system is by far our best option.

Our existing well's production has been steadily decreasing for the last 15 years. Deepening our current well is not an option because our house and mature landscaping trees prohibit access to the drilling equipment. Estimates for the costs of drilling a new well, installing the pumping and plumbing to the house, and the inability of any well contractor to guarantee that this well will produce a reliable, safe and long-term water supply are major factors in our decision.

I've attached two estimates for the drilling of a new well from 200 to 300'. I've also included the estimate for installation of the plumbing and pumping equipment from the existing well to any new site. Green Valley Pump of Talent, Or. should have sent you the results of their recent test of our well's low production.

Also attached are the signed and notarized documents required; Consent to Annexation and Restrictive Covenant regarding subdivision of the property.

Thank you for your assistance as we have worked through this process. Please let me know if there is anything I have missed.

Sincerely,



Cody Bustamante

CITY OF ASHLAND
IRREVOCABLE CONSENT TO ANNEXATION

The undersigned, referred to in this document as "Owner" whether singular or plural, owns or is the purchaser under a recorded land sale contract of real property in Jackson County, Oregon, described below and referred to in this document as "the property":

See attached Exhibit "A"

In consideration of the City of Ashland permitting the connection of Owner's building water system from the residence on the property to the water system of the City of Ashland, Owner declares and agrees that the property shall be held, sold, and conveyed subject to the following covenants, conditions, and restrictions which shall constitute covenants running with the land and shall be binding on all parties, their heirs, successors and assigns, having any right, title, or interest in the property or any part thereof:

Whenever a proposal to annex the property is initiated by the City of Ashland or otherwise, Owner shall consent and does consent to the annexation of the property to the City of Ashland. Owner agrees this consent to annexation is irrevocable.

Dated this 7 day of June, 2018.

Signature: *Cody Bustamante*
Cody Bustamante

State of Oregon)
) ss:
County of Jackson)

Personally appeared the above named Cody Bustamante and acknowledged the foregoing instrument to be his voluntary act and deed.



Laree Bender
Notary Public for Oregon
My Commission expires: 10-30-2020

Exhibit A

Beginning at a point on the Northeasterly right-of-way line of the Southern Pacific Company in Section 14, Township 39 South, Range 1 East of the Willamette Meridian in Jackson County, Oregon, which point bears North 11°00' West 296.56 feet from an iron pipe at the intersection of said line with the Northwesterly right-of-way line of the Crowson Road; thence North 50°15' East 109.41 feet; thence North 19°06' West 98.35 feet; thence South 50°15' West 295.38 feet to the right-of-way line of the Southern Pacific Company; thence along said right-of-way line, South 31°00' East 99.50 feet to the point of beginning.

CITY OF ASHLAND
RESTRICTIVE COVENANT

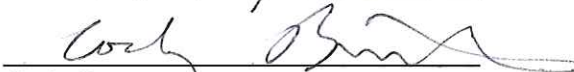
The undersigned for themselves, their heirs, assigns, executors, and administrators covenant with the City of Ashland, Oregon, with respect to the land as described and set forth in Exhibit "A", attached hereto and by this reference made a part hereof, that they will not partition, subdivide, nor apply for a partition or subdivision, until such time as the property described in Exhibit "A" is annexed to the City of Ashland. Upon annexation of the land described in Exhibit "A" to the City of Ashland, this Restrictive Covenant shall automatically terminate.

The undersigned warrant and represent to the City of Ashland that they are the owners or contract purchasers of land situated in County of Jackson, State of Oregon and as described in Exhibit "A", as set forth herein above.

The covenant contained herein shall run with the land as described in the attached Exhibit "A" and shall also inure to the benefit of the City of Ashland, Oregon.

The consideration for this covenant is the furnishing of sewer services to the land set forth in Exhibit "A" while it is outside the City of Ashland, by the City of Ashland Oregon.

Dated this 7th day of June, 2018.

Signature: 
Cody Bustamante

State of Oregon)
) ss.
County of Jackson)

Personally appeared the above named Cody Bustamante and acknowledged the foregoing instrument to be his voluntary act and deed.

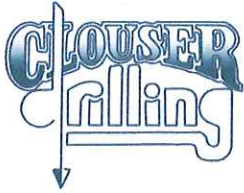



Notary Public for Oregon

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Clouser Drilling Inc.
PO Box 5110
Grants Pass, OR 97527
541-476-7795

Estimate

Date	Estimate #	Rep
5/25/2018	3992	KDG

Name / Address
Cody Bustamante PO Box 3431 Ashland, OR 97540

Work Site
Cody Bustamante 597 Benson Way Ashland, OR 97540

Customer Phone	Customer E-mail
541-625-9163	cab@opendoor.com

**Estimate is for well drilling only.
 Does not include pump system,
 hookup or water testing.**

Description	Qty	Rate	Total
Drilling Open Hole 6" per ft	300	18.00	5,400.00
6" Steel Casing Installed	40	25.00	1,000.00
4" Sch 40 Certa Lok Premium PVC Liner installed	300	8.00	2,400.00
10" Sanitary Surface Seal w/Bentonite 18' -20' Seal	1	400.00	400.00
Well Seal 6"x1"	1	45.00	45.00
Large Drive Shoe	1	175.00	175.00
Well Development	1	300.00	300.00
Mobilize equipment and supplies in and out. Set up charge.	1	500.00	500.00
SUBTOTAL			10,220.00
State of Oregon Start Card Fee	1	225.00	225.00
Standby Time Rate \$300 per hour (if pre-arrangements are not made and customer is not available for decision-making)			

Terms: Payment in full is due upon completion of the job.	Total \$10,445.00
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Customer Signature _____ Date _____ Company Rep. Kevin D. Gill

PLEASE NOTE:(Oregon Only) For new wells, an additional \$300 Mapping Fee will be billed to you directly by the State of Oregon after the filing of the well log per ORS 537-545.

Phone #	Fax #	E-mail
541-476-7795	541-476-0095	office@clouserdrilling.com

Oregon WWC #1835
Oregon CCB #186335
California C-57 #990724
Estimate valid for 60 days

iMessage with +1 (541) 890-6457
3/31/18, 2:30 PM

Hey Cody her are my prices for drilling wells

Set up fee @750.00
Casing @20.00 per ft casing generally is only 20-40 ft
Drive shoe@ 100.00
Soft drilling@ 20.00 p/ft
Hard rock drilling@ 25.00 p/ft
Liner pipe @ 7.00 p/ft
Bentonite well seal@500.00
Start card fee @225.00

I do not anticipate running into hard Rock at your house but I have to include that price just in case. sorry it's not an email still having issues with the computer. Please feel free to call me at anytime with any questions regarding the bid or any other concerns you may have about a well. If the well is around 200 feet you're looking at around \$7000- \$7500, obviously if it's deeper it would be more I don't anticipate going past 300 feet,possibly even 200 feet in that area call if you have any questions hope you have a great day

Please let me know that you received this bid, thank you Cody.

Scott, Rogue Valley
Drilling

Got it Scott. We'll be in touch soon.
Thanks!

Cool, have a great day and a wonderful Easter!!

4/17/18, 4:26 PM

Hi Scott. We'd like to the well dug. Let us know what your schedule is like.

Delivered

Green Valley Pump, Inc
609 South Pacific Highway
Talent, OR 97540
541-535-4275
info@greenvalleypump.com
www.greenvalleypump.com



ESTIMATE

ADDRESS

Cody Bustamonte
P. O. Box 3431
Ashland, OR 97520

ESTIMATE # 1317

DATE 03/28/2018

JOB SITE

597 Benson Way Ash.

DETAIL

	QTY
# 12-4 flat jacket wire	320
1.25" sch 80 drop pipe	320
1.25" drop pipe coupling stainless steel	17
1.25" pitless adaptor with cap	1
2" MilSpec tape	1
Blue Monster 1/2" teflon tape	1
2 men with crane truck to set pump	5.50
Labor to remove the old well pump from the well for its use in the new well.	1

This quote is to pull the old well pump and to set the old well pump
with new pipe and wire into the new well.

TOTAL

\$2,182.73

Accepted By

Accepted Date

We accept Visa, MasterCard or Discover cards.