

CITY OF KEIZER MISSION STATEMENT
**KEEP CITY GOVERNMENT COSTS AND SERVICES TO A MINIMUM BY PROVIDING CITY
SERVICES TO THE COMMUNITY IN A COORDINATED, EFFICIENT AND LEAST COST FASHION**

A G E N D A
KEIZER CITY COUNCIL
EXECUTIVE SESSION

Monday, October 3, 2005

6:30 p.m.

Keizer City Hall

Keizer, Oregon 97303

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. DISCUSSION**
 - a. Pursuant to ORS 192.660(2)(e) – To conduct deliberations with persons designated by the governing body to negotiate real property transactions**
 - b. Pursuant to ORS 192.660(2)(f) – To consider information or records that are exempt by law from public inspection.**
- 4. ADJOURN**

The Oregon Public Meeting Law authorizes governing bodies to meet in executive session in certain limited situations. An executive session is defined as any meeting or part of a meeting of a governing body which is closed to certain persons for deliberations on certain matters as defined by ORS 192.660. These sessions are closed to the public. The media may attend the session, unless the Oregon State Statutes specifically prohibits media attendance. The governing body is not allowed to take any final action or make any final decisions during the executive sessions. Any final action or decision must be made after returning or at the next regularly scheduled meeting.

CITY OF KEIZER MISSION STATEMENT

KEEP CITY GOVERNMENT COSTS AND SERVICES TO A MINIMUM BY PROVIDING CITY SERVICES TO THE COMMUNITY IN A COORDINATED, EFFICIENT, AND LEAST COST FASHION

AGENDA

KEIZER CITY COUNCIL

REGULAR SESSION

Monday, October 3, 2005

7:00 p.m.

Robert L. Simon Council Chambers

Keizer, Oregon 97303

1. CALL TO ORDER

2. ROLL CALL

3. FLAG SALUTE

4. PUBLIC TESTIMONY

This time is provided for citizens to address the Council on any matters other than those on the agenda scheduled for public hearing

5. COMMITTEE REPORTS

a. Traffic Safety Commission Report - ACTS Oregon Grant/Inventory Clerk Report

6. PUBLIC HEARINGS

a. **RESOLUTION** – Authorizing the City Manager to Enter Agreement to Sell Property at 1505 Rockledge Drive NE, Keizer

b. **RESOLUTION** – Forming Claggett Grove Street Lighting District
ORDINANCE – Spreading Assessments to Claggett Grove Street Lighting District

c. **RESOLUTION** – Forming Clearlake Meadows Street Lighting District
ORDINANCE – Spreading Assessments to Clearlake Meadows Street Lighting District

7. OTHER BUSINESS

This time is provided to allow the Mayor, City Council members, or staff an opportunity to bring new or old matters before the Council that are not on tonight's agenda.

a. New Business

b. Old Business

8. **ADMINISTRATIVE ACTION**

- a. **RESOLUTION** – Authorizing the City Manager to Award Bid for Construction of Bair Park Water Storage Tank

9. **CONSENT CALENDAR**

- a. **RESOLUTION** – Disposition of Surplus Property

10. **WRITTEN COMMUNICATIONS**

To inform the Council of significant written communications.

11. **AGENDA INPUT**

October 10, 2005

5:30 p.m. City Council Work Session

- 2006 Bond Election – Civic Center

October 17, 2005

7:00 p.m. City Council Regular Session

November 7, 2005

7:00 p.m. City Council Regular Session

November 14, 2005

5:30 p.m. City Council Work Session

12. **ADJOURN**

COUNCIL MEETING: October 3, 2005

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

**FROM: TRACY L. DAVIS, CMC
CITY RECORDER**

**SUBJECT: TRAFFIC SAFETY COOMMISSION REPORT - ALLIANCE FOR
COMMUNITY TRAFFIC SAFETY (ACTS) IN OREGON GRANT**

BACKGROUND:

In December, 2004 the City of Keizer Traffic Safety Commission was awarded a mini-grant from the Alliance for Community Traffic Safety (ACTS) Oregon. The \$4800.00 grant was given to the City of Keizer to prepare a Bicycle and Pedestrian Facilities Inventory and Needs Evaluation. The funds were to be used to cover the cost of an individual to prepare the evaluation. Interviews were conducted in March of 2005 and Carl Anderson was hired to prepare the inventory. At the September 22nd meeting of the Traffic Safety Commission, Mr. Anderson presented his report to the Commission.

ISSUE:

Chair Steve Prothero and Carl Anderson will be present at the City Council meeting to present the report to the City Council.

CITY COUNCIL MEETING: October 3, 2005

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: *PUBLIC HEARING FOR SALE OF PROPERTY LOCATED AT 1505 ROCK LEDGE DRIVE NE, KEIZER (PURCHASER: AMY CUSTER)*

The City purchased the residence located at 1505 Rock Ledge Drive NE, Keizer in August 2004 in order to facilitate the construction of a pedestrian path and footbridge over Labish Ditch. Such path connects the Country Glen/Hidden Creek subdivisions to the Gubser neighborhood. The plan was to purchase the entire property and then resell the home after the path and footbridge was complete.

The project is nearly complete and the Public Works Director placed a for sale sign on the property. A broker approached the City with a tentative proposal which our office has reduced to a formal agreement. The buyer has signed and submitted such agreement and it is before Council for consideration. (See Sale Agreement attached to the Resolution.)

The Public Works Director set an initial proposed price for the property of \$184,500.00. This price was based on the original appraisal of \$173,000.00, plus an estimated increase of six percent. The proposed sale price from the buyer is \$193,000.00 with the City paying up to \$8,000.00 in closing costs and a three percent commission. This would result in the City receiving a net amount of approximately \$179,000.00. Staff considers this a fair price due to the fact that the path and footbridge reduces the value of the home.

State statute requires a public hearing for sell of publicly owned property and such hearing is scheduled for tonight's meeting.

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RECOMMENDATION:

Open and conduct the public hearing. If there are no questions, close the public hearing and if appropriate, adopt the attached resolution authorizing the City Manager to enter into the sale of the property located at 1505 Rock Ledge Drive NE, Keizer.

Please let me know if you have any questions in this regard. Thank you.

ESJ/tmh
attachment

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2 Resolution R2005-_____

3 AUTHORIZING THE CITY MANAGER TO ENTER INTO A
4 TRANSACTION FOR THE SALE OF CITY OWNED
5 PROPERTY LOCATED AT 1505 ROCK LEDGE DRIVE NE,
6 MARION COUNTY, KEIZER, OREGON TO AMY CUSTER
7

8 WHEREAS, Amy Custer has offered to purchase City property located at 1505

9 Rock Ledge Drive NE, Marion County, Keizer, Oregon for use as her residence;

10 WHEREAS, a notice of hearing as provided in ORS 221.725 was completed and
11 a public hearing was held on October 3, 2005;

12 WHEREAS, the City Council of the City of Keizer enters the findings set forth
13 below;

14 NOW, THEREFORE,

15 BE IT RESOLVED as follows:

16 Section 1. PUBLIC HEARING. A public hearing was held before the City
17 Council on October 3, 2005. Notice of such hearing was published concerning the above
18 referenced sale.

19 Section 2. FINDINGS. The notice requirements of ORS 221.725 have been
20 complied with. The nature of the proposed sale and the general terms thereof, including
21 other evidence of the market value of the property have been fully disclosed by the City
22 Council at the public hearing. Any resident of the City has been given an opportunity to

1 present written or oral testimony at the hearing.

2 The property is not necessary for public use, except for a walkway/pedestrian
3 dedication which will be granted to the City by Amy Custer. The subject property is
4 useful to the proposed Buyer in that it provides a residence in the Keizer area.

5 It is necessary and convenient to sell the real property at this time as the property
6 as the City has no use for the property and it can be placed on the tax rolls.

7 Section 3. DECISION TO SELL. Following the public hearing, the City Council
8 voted to sell the subject property to the buyer, on the terms set forth in the attached
9 Agreement.

10 Section 4. AUTHORIZATION TO CITY MANAGER. The City Council hereby
11 authorizes the City Manager to enter into the attached Sale Agreement and Receipt for
12 Earnest Money and to take all acts necessary to consummate the transaction
13 contemplated therein.

14 PASSED this _____ day of _____, 2005.

15 SIGNED this _____ day of _____, 2005.

16 _____
17 Mayor

18 _____
19 _____
20 City Recorder

**SALE AGREEMENT AND
RECEIPT FOR EARNEST MONEY**

SELLER: CITY OF KEIZER, an
Oregon Municipal Corporation
c/o E. Shannon Johnson
4855 River Road N.
Keizer, OR 97303

BUYER: AMY CUSTER

RECITAL:

Seller desires to sell to Buyer and Buyer desires to purchase from Seller certain real property with all improvements located on it commonly known as 1505 Rock Ledge Drive NE, Marion County, Keizer, Oregon, having the following legal description (the "Property"):

Lot 3, Block 7, STONE HEDGE ESTATES NO. 2, Marion County,
Oregon.

AGREEMENT:

Now, therefore, for valuable consideration, the parties agree as follows:

1. **Sale and Purchase.** Buyer agrees to purchase the Property from Seller and Seller agrees to sell the Property to Buyer for the sum of \$193,000.00 (the "Purchase Price").
2. **Earnest Money.** Seller hereby acknowledges receipt of the sum of \$2,000.00 paid by Buyer as earnest money. The earnest money shall be applied to the Purchase Price on the Closing Date, as that term is defined below.
3. **Payment of Purchase Price.** The Purchase Price shall be paid as follows:
 - 3.1 At closing, the earnest money shall be credited to the Purchase Price.
 - 3.2 At closing, Buyer shall pay the balance of the purchase price in cash or cashier=s check.
4. **Closing.** Closing shall take place on or before November 4, 2005 (the "Closing Date"), at the offices of Fidelity National Title.

5. **Preliminary Title Report.** Within 10 days after full execution of this Agreement, Seller shall furnish to Buyer a preliminary title report showing the condition of title to the Property, together with copies of all exceptions listed therein (the "Title Report"). Buyer will have 10 days from receipt of the Title Report to review the Title Report and to notify Seller, in writing, of Buyer's disapproval of any exceptions shown in the Title Report. Those exceptions not objected to by Buyer are referred to below as the "Permitted Exceptions." Zoning ordinances, building restrictions, taxes due and payable for the current tax year, and reservations in federal patents and state deeds shall be deemed Permitted Exceptions. In addition, Buyer shall grant at closing a walkway/pedestrian easement for the public walkway located on the Property. If Buyer notifies Seller of disapproval of any exceptions, Seller shall have 15 days after receiving the disapproval notice to either remove the exceptions or provide Buyer with reasonable assurances of the manner in which the exceptions will be removed before the transaction closes. If Seller does not remove the exceptions or provide Buyer with such assurances, Buyer may terminate this Agreement by written notice to Seller given within 15 days after expiration of such 15-day period, in which event the earnest money shall be refunded to Buyer and this Agreement shall be null and void.

6. **Conditions**

6.1 Buyer's obligation to purchase the Property is contingent on satisfaction of each of the following conditions:

6.1.1 Buyer's approval of its physical inspection of the Property, which may include, but shall not be limited to, structural and pest inspections. Buyer shall have until October 18, 2005 to complete its physical inspection of the Property.

6.1.2 Buyer obtaining a conventional 30-year loan at an interest rate not to exceed six percent per annum or on other terms and conditions reasonably acceptable to Buyer on or before the Closing Date.

6.2 Buyer and its agents shall have full access to the Property for the purpose of conducting Buyer's inspections. If Buyer is not satisfied, in its sole discretion, with the result of Buyer's inspections or if Buyer has not obtained the financing described above, Buyer may terminate this Agreement by written notice to Seller given at any time before the applicable date set forth above, in which event the earnest money shall be refunded to Buyer. If Buyer fails to give any such notices of termination within the applicable time period, the respective condition will be deemed satisfied or waived.

7. **Deed/Easement.** On the Closing Date, Seller shall execute and deliver to Buyer a statutory warranty deed, conveying the Property to Buyer, free and clear of all liens and encumbrances except the Permitted Exceptions. Simultaneously, Buyer shall grant to Seller a walkway/pedestrian easement in standard form.

8. **Title Insurance.** Within 15 days after closing, Seller shall furnish Buyer with an owner's policy of title insurance in the amount of the purchase price, standard form, insuring Buyer

as the owner of the Property subject only to the usual printed exceptions and the Permitted Exceptions.

10. **Costs and Expenses.** Seller shall pay up to \$8,000.00 in costs and expenses. Such costs shall include, but are not limited to, premiums for the title insurance policy, escrow fees and costs, document recording charges, and Seller's share of prorations. Buyer shall pay for all remaining costs and expenses, and Buyer's share of prorations. Seller and Buyer shall each pay their own legal and professional fees respectfully. All other costs and expenses shall be allocated between Seller and Buyer in accordance with the customary practice in Marion County, Oregon.

11. **Taxes; Prorates.** Real property taxes for the current tax year and other usual items shall be prorated as of the Closing Date.

12. **Possession.** Buyer shall be entitled to possession immediately upon closing.

13. **Property Included.** All built-in appliances, floor coverings, window and door screens, storm doors and windows, irrigation, plumbing, ventilation, cooling and heating fixtures and equipment, water heaters, attached electric light fixtures, window coverings, awnings, attached television antenna, planted shrubs, plants and trees, and all fixtures are part of the Property and shall be left on the Property by Seller.

14. **Personal Property.** No personal property is included as part of the Property being sold to Buyer.

15. **Property Sold "AS IS".** Buyer has had and has exercised a full and complete opportunity to inspect and investigate the property. No representations or warranties have been made by the Seller or anyone on Seller's behalf to the Buyer as to the environmental or other condition of the premises or the improvements, and it is understood and agreed that the premises are sold "as is" at the time this Agreement is closed.

Buyer hereby waives, releases, acquits and forever discharges Seller, its employees or agents or any other person acting on behalf of Seller, of and from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses, or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, which Buyer now has or which may arise in the future on account of or in any way growing out of or in connection with any physical characteristics or existing condition including, without limit, subsurface conditions and solid and hazardous wastes, and hazardous substances, on, under, or related to the real property, or any law or regulation applicable thereto.

16. **Exempt From Disclosure/Disclaimer Statutes.** Seller hereby indicates to Buyer that the Property is not subject to disclosure/disclaimer statutes under ORS 105.470(4).

17. **Seller Held Harmless as Municipal Government.** Buyer agrees and understands that Seller's responsibility and obligations under this Agreement do not and cannot bind Seller as to

its duties as municipal government which are necessarily separate and apart from its obligations hereunder. To that end, with regard to any actions that may affect Buyer's operation of the Premises in any manner whatsoever, Buyer agrees to hold Seller harmless from any acts Seller may take to enforce in good faith any lawful ordinances or regulations, or any other acts Seller may take with regard to the adoption of appropriate and necessary laws and ordinances, or any other acts Seller may take in its role as municipal government. This provision shall survive closing and shall not merge with the deed.

18. **Binding Effect/Assignment Restricted.** This Agreement is binding on and will inure to the benefit of Seller, Buyer, and their respective heirs, legal representatives, successors, and assigns.

19. **Broker.** At the close of escrow, the Seller shall pay from funds accruing to the Seller through escrow 3% of the purchase price to the brokerage firm of Coldwell Banker Mountain West in connection with the transaction contemplated by this Agreement.

20. **Remedies.** TIME IS OF THE ESSENCE REGARDING THIS AGREEMENT. If the conditions described in Section 6 above are satisfied or waived by Buyer and the transaction does not thereafter close, through no fault of Seller, before the close of business on the Closing Date, Buyer shall forfeit the earnest money deposit to Seller as liquidated damages, and such forfeiture shall be Seller's sole remedy. If Seller fails to deliver the deed described in Section 7 above on the Closing Date or otherwise fails to consummate this transaction, the earnest money shall be refunded to Buyer, and Buyer shall be entitled to its actual out-of-pocket expenses. The refund of the earnest money and reimbursement of the expenses shall be Buyer's sole remedy.

21. **Attorney Fees.** In the event action is instituted to enforce any term of this Agreement, the prevailing party shall recover from the losing party reasonable attorney fees incurred in such action as set by the trial court and, in the event of appeal, as set by the appellate courts.

22. **Notices.** All notices and communications in connection with this Agreement shall be given in writing and shall be delivered personally or transmitted by certified or registered mail, return receipt requested, to the appropriate party at the address first set forth above. Any notice so transmitted shall be deemed effective on the date delivered personally or it is placed in the United States mail, postage prepaid. Either party may, by written notice, designate a different address for purposes of this Agreement.

23. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties with respect to the purchase and sale of the Property. This Agreement supersedes any and all prior negotiations, discussions, agreements, and understandings between the parties. This Agreement may not be modified or amended except by a written agreement executed by both parties.

24. **Applicable Law.** This Agreement shall be construed, applied, and enforced in accordance with the laws of the state of Oregon.

25. **Acceptance.** This Agreement shall be null and void unless accepted by Seller, by Seller's execution of it, on or before October 5, 2005.

26. **Required Statutory Warning.** THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS, WHICH, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND WHICH LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND EXISTENCE OF FIRE PROTECTION FOR STRUCTURES.

27. **Agreement Preparation.** Buyer understands that the law firm of Lien & Johnson prepared this Agreement on behalf of the Seller and in no way represents the Buyer. Buyer is advised to seek independent legal counsel.

BUYER HAS READ AND UNDERSTANDS ALL THE CONTENTS OF THIS SALE AGREEMENT. THIS IS A BINDING CONTRACT ONCE SIGNED BY SELLER. BUYER IS URGED TO SEEK LEGAL COUNSEL OF THEIR OWN CHOOSING.

SELLER:

BUYER:

Dated: _____

Dated: _____

CITY OF KEIZER, an Oregon
municipal corporation

Amy Custer

By: _____
Christopher C. Eppley,
City Manager

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

**FROM: TRACY L. DAVIS, CMC
CITY RECORDER**

**SUBJECT: PUBLIC HEARING – FORMING AND SPREADING ASSESSMENTS TO
CLAGGETT GROVE SUBDIVISION STREET LIGHTING LOCAL
IMPROVEMENT DISTRICT**

ISSUE:

On December 30, 2004 the developer of Claggett Grove Subdivision filed a petition to form a street lighting local improvement district. In response to this petition, the City Council adopted Resolution R2005-1554 on January 18, 2005 to initiate formation of a street lighting local improvement district and direct the City Engineer to make a survey and file a report. On April 18, 2005 the City Council approved the City Engineer's report and set a public hearing to consider remonstrances to the project and objections to the proposed assessments. Notice of public hearing stating the intention to form the district and to assess for the lighting improvements, were distributed as required under City of Keizer Ordinance 94-278.

FISCAL IMPACT:

The City initially pays the street lighting expense to the utility company as it is billed throughout the year. The operating cost of the lights is then billed to the property owners on an annual basis, thereby recovering the City's costs for bills paid throughout the year. In addition, the bills include the cost of the City Engineer's Report in the first year, and an administrative charge in the first and subsequent years to recover the City's cost for administering the lighting districts. All funds are budgeted through the Utility Fund.

RECOMMENDATION:

Open the public hearing to first consider oral objections and written remonstrances to formation of Claggett Grove Subdivision Street Lighting Local Improvement District. If valid remonstrances of the owners of two-thirds of the land to be specially assessed for the lighting district are presented to the Council at the public hearing, close the hearing and suspend formation of the district for six months. If remonstrances are not received, close the public hearing and consider adoption of the Resolution forming the lighting district. If Council forms the district, consider adoption of the proposed assessment ordinance.

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1 **BILL NO.**_____

ORDINANCE NO. 2005-_____

2
3 **A BILL FOR**

4
5 **AN ORDINANCE SPREADING ASSESSMENTS TO**
6 **CLAGGETT GROVE SUBDIVISION STREET LIGHTING LOCAL**
7 **IMPROVEMENT DISTRICT**
8

9
10 Section 1. FINDINGS. The City Council of the City of Keizer makes the following

11 findings:

- 12 a. The City Council did heretofore declare its intention to install street lights to
13 serve an area known as Claggett Grove Subdivision Street Lighting Local
14 Improvement District which is described as follows:

15 Claggett Grove Subdivision- identified on the
16 assessors map 06 3W 35CD – tax lot 8200 (6
17 lots) in the City of Keizer, County of Marion,
18 State of Oregon;

19
20 which includes the installation of three (3) - 100-watt high pressure sodium
21 flat lens luminaries mounted on six-foot long mast arms and attached to 30
22 foot gray fiberglass poles located within the subject local improvement
23 district, all in accordance with the City Engineer's Report for Claggett Grove
24 Subdivision Street Lighting Local Improvement District.

- 25 b. The total initial estimated cost of Claggett Grove Subdivision Street Lighting
26 Local Improvement District is \$304,688.

- 27 c. The per space/lot assessment formula was used for this district.

- 28 d. The improvements in the district have been or will be constructed as
29 provided in the Engineer's Report.

- 30 e. Notice was duly mailed to the benefited property owners on September 24,
31 2005.

1 f. A meeting of the City Council was held at the time and place fixed by public
2 notice for the purpose of considering any such written objections to the
3 proposed assessments.

4 g. No written objections to the proposed assessments were filed.

5 h. The Council has considered the matter and determined that construction of
6 said improvements was and is of material benefit to the City, and all the
7 property to be assessed therefore will be specially benefited by the
8 improvements in the amounts shown on the assessment roll.

9 NOW, THEREFORE, the City Council of the City of Keizer ordains as follows:

10 Section 2. ASSESSMENTS.

11 a. First Annual Assessment. It is hereby determined that the share of the cost
12 of the improvements for Claggett Grove Subdivision Street Lighting Local
13 Improvement District for each parcel and property benefited thereby for the
14 first annual assessment is the amount set opposite the description of each
15 piece or parcel of land as described in Claggett Grove Subdivision Street
16 Lighting District Assessment Roll as set forth in Exhibit "A" attached, and
17 that each piece or parcel of land benefited by the improvements, to the full
18 extent of the amount so set opposite such piece or parcel and that the
19 respective amounts represent the proportionate benefits of said
20 improvements to said respective parcels of property, and the Council does
21 hereby declare that each of the parcels of property described in Claggett
22 Grove Subdivision Street Lighting District Roll as set forth in Exhibit "A"
23 attached is hereby assessed the first annual assessment amount set
24 opposite each respective description.

i. Summary of first annual assessment costs for formation of the lighting district to serve the area known as "Claggett Grove Subdivision Street Lighting Local Improvement District":

2 – Pole and 100 Watt Luminaries	\$179.28
Engineering Costs	\$84.00
Administrative Fee	<u>\$41.40</u>
Total Estimated Assessments	\$304.68

ii. The Recorder of the City of Keizer is hereby directed to send a notice of first annual assessment to each owner of assessed property by mail within ten (10) days after this Ordinance levying the first annual installments is passed. The notice shall include information that an application to make installment payments may be filed with the City if the assessment is collected directly from the property owner and not pursuant to ORS 223.866.

b. Second and Subsequent Annual Assessments. After a municipal lighting district has been formed in accordance with City of Keizer Ordinance 94-278, the second and subsequent annual assessments shall be spread by Resolution which may include changes in the mode of collecting the assessment. The method of assessment and notification for subsequent annual assessments shall be determined in accordance with City of Keizer Ordinance 94-278.

c. Mode of Collecting Assessments. Assessments for Claggett Grove Subdivision Street Lighting Local Improvement District shall be collected pursuant to ORS 223.866.

d. Lien on Property. The assessment shall be entered as a lien against the benefited property in the City Lien Docket.

PASSED this _____ day of _____, 2005.

SIGNED this _____ day of _____, 2005.

Mayor

City Recorder

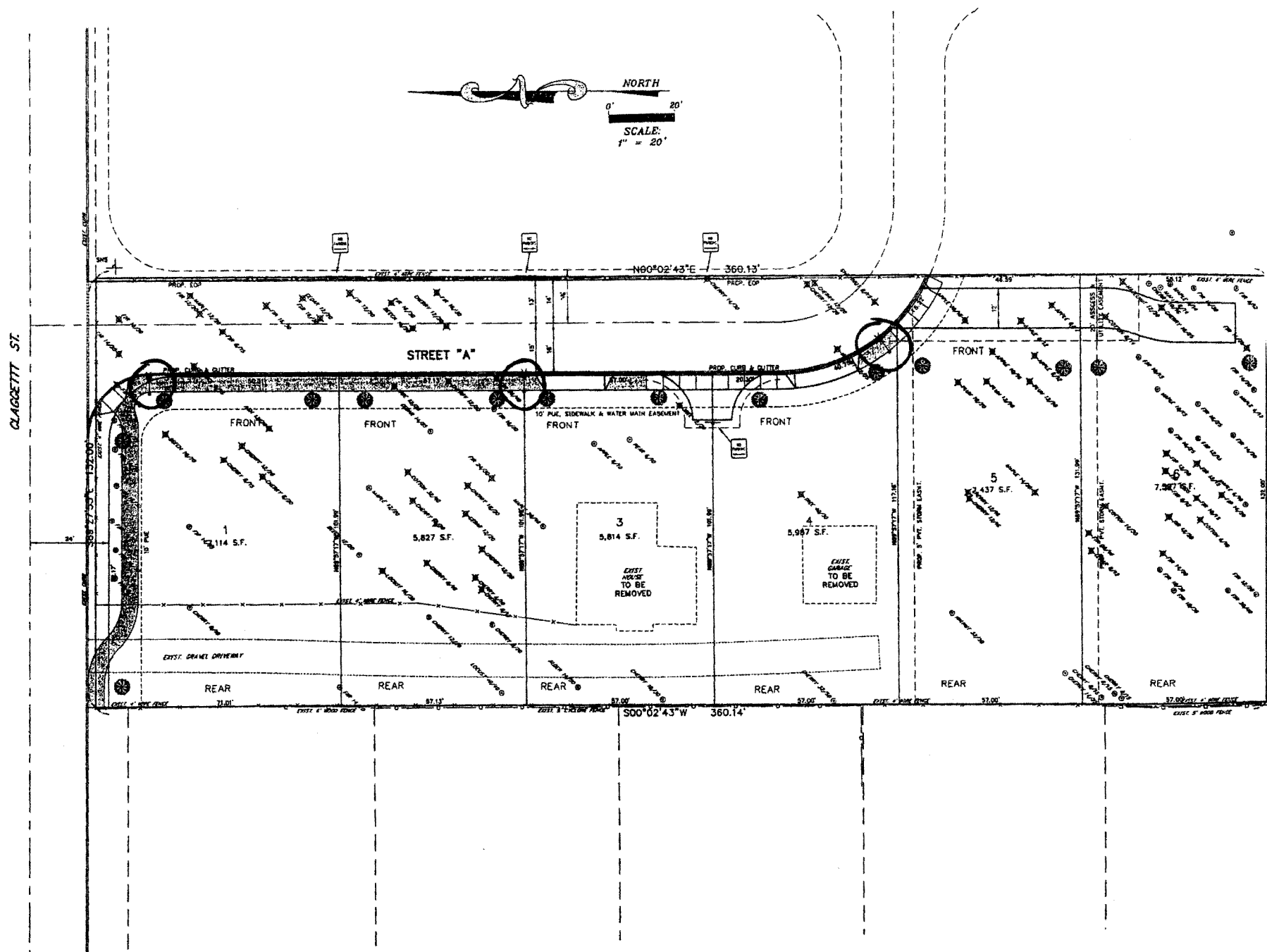
PRELIMINARY ASSESSMENT ROLL

**CLAGGETT GROVE SUBDIVISION
STREET LIGHTING DISTRICT**

***Assessors Map 06 3W 35CD**

<u>Tax Lot #:</u>	<u>Owners Name and Address</u>	<u>Cost per Lot</u>	<u>Lots</u>	<u>Assessment</u>
8200	ZIEBART, RONALD L & ZIEBART, CLAUDIA A 1350 STONE HEDGE KEIZER, OR 97303	\$50.78	6	\$304.68

TOTAL ASSESSMENT: \$304.68



TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

**FROM: TRACY L. DAVIS, CMC
CITY RECORDER**

**SUBJECT: PUBLIC HEARING – FORMING AND SPREADING ASSESSMENTS TO
CLEAR LAKE MEADOWS SUBDIVISION STREET LIGHTING LOCAL
IMPROVEMENT DISTRICT**

ISSUE:

On March 30, 2005 the developer of Clear Lake Meadows Subdivision filed a petition to form a street lighting local improvement district. In response to this petition, the City Council adopted Resolution R2005-1583 on April 18, 2005 to initiate formation of a street lighting local improvement district and direct the City Engineer to make a survey and file a report. On July 18, 2005 the City Council approved the City Engineer's report and set a public hearing to consider remonstrances to the project and objections to the proposed assessments. Notice of public hearing stating the intention to form the district and to assess for the lighting improvements, were distributed as required under City of Keizer Ordinance 94-278.

FISCAL IMPACT:

The City initially pays the street lighting expense to the utility company as it is billed throughout the year. The operating cost of the lights is then billed to the property owners on an annual basis, thereby recovering the City's costs for bills paid throughout the year. In addition, the bills include the cost of the City Engineer's Report in the first year, and an administrative charge in the first and subsequent years to recover the City's cost for administering the lighting districts. All funds are budgeted through the Utility Fund.

RECOMMENDATION:

Open the public hearing to first consider oral objections and written remonstrances to formation of Clear Lake Meadows Subdivision Street Lighting Local Improvement District. If valid remonstrances of the owners of two-thirds of the land to be specially assessed for the lighting district are presented to the Council at the public hearing, close the hearing and suspend formation of the district for six months. If remonstrances are not received, close the public hearing and consider adoption of the Resolution forming the lighting district. If Council forms the district, consider adoption of the proposed assessment ordinance.

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City Recorder

BILL NO. _____

ORDINANCE NO. 2005- _____

A BILL FOR

**AN ORDINANCE SPREADING ASSESSMENTS TO
CLEAR LAKE MEADOWS SUBDIVISION STREET LIGHTING LOCAL
IMPROVEMENT DISTRICT**

Section 1. FINDINGS. The City Council of the City of Keizer makes the following

findings:

- a. The City Council did heretofore declare its intention to install street lights to serve an area known as Clear Lake Meadows Subdivision Street Lighting Local Improvement District which is described as follows:

Clear Lake Meadows Subdivision- identified on the assessors map 06 3W 26AA – tax lot 1800 (5 lots) in the City of Keizer, County of Marion, State of Oregon;

which includes the installation of two (2) - 100-watt high pressure sodium flat lens luminaries mounted on six-foot long mast arms and attached to 30 foot gray fiberglass poles located within the subject local improvement district, all in accordance with the City Engineer's Report for Clear Lake Meadows Subdivision Street Lighting Local Improvement District.

- b. The total initial estimated cost of Clear Lake Meadows Subdivision Street Lighting Local Improvement District is \$238.90.

- c. The per space/lot assessment formula was used for this district.

- d. The improvements in the district have been or will be constructed as provided in the Engineer's Report.

- e. Notice was duly mailed to the benefited property owners on September 24, 2005.

1 f. A meeting of the City Council was held at the time and place fixed by public
2 notice for the purpose of considering any such written objections to the
3 proposed assessments.

4 g. No written objections to the proposed assessments were filed.

5 h. The Council has considered the matter and determined that construction of
6 said improvements was and is of material benefit to the City, and all the
7 property to be assessed therefore will be specially benefited by the
8 improvements in the amounts shown on the assessment roll.

9 NOW, THEREFORE, the City Council of the City of Keizer ordains as follows:

10 Section 2. ASSESSMENTS.

11 a. First Annual Assessment. It is hereby determined that the share of the cost
12 of the improvements for Clear Lake Meadows Subdivision Street Lighting
13 Local Improvement District for each parcel and property benefited thereby
14 for the first annual assessment is the amount set opposite the description of
15 each piece or parcel of land as described in Clear Lake Meadows Subdivision
16 Street Lighting District Assessment Roll as set forth in Exhibit "A" attached,
17 and that each piece or parcel of land benefited by the improvements, to the
18 full extent of the amount so set opposite such piece or parcel and that the
19 respective amounts represent the proportionate benefits of said
20 improvements to said respective parcels of property, and the Council does
21 hereby declare that each of the parcels of property described in Clear Lake
22 Meadows Subdivision Street Lighting District Roll as set forth in Exhibit "A"
23 attached is hereby assessed the first annual assessment amount set
24 opposite each respective description.

i. Summary of first annual assessment costs for formation of the lighting district to serve the area known as "Clear Lake Meadows Subdivision Street Lighting Local Improvement District":

2 – Pole and 100 Watt Luminaries	\$134.40
Engineering Costs	\$70.00
Administrative Fee	<u>\$34.50</u>
Total Estimated Assessments	\$238.90

ii. The Recorder of the City of Keizer is hereby directed to send a notice of first annual assessment to each owner of assessed property by mail within ten (10) days after this Ordinance levying the first annual installments is passed. The notice shall include information that an application to make installment payments may be filed with the City if the assessment is collected directly from the property owner and not pursuant to ORS 223.866.

b. Second and Subsequent Annual Assessments. After a municipal lighting district has been formed in accordance with City of Keizer Ordinance 94-278, the second and subsequent annual assessments shall be spread by Resolution which may include changes in the mode of collecting the assessment. The method of assessment and notification for subsequent annual assessments shall be determined in accordance with City of Keizer Ordinance 94-278.

c. Mode of Collecting Assessments. Assessments for Clear Lake Meadows Subdivision Street Lighting Local Improvement District shall be collected pursuant to ORS 223.866.

d. Lien on Property. The assessment shall be entered as a lien against the benefited property in the City Lien Docket.

PASSED this _____ day of _____, 2005.

SIGNED this _____ day of _____, 2005.

Mayor

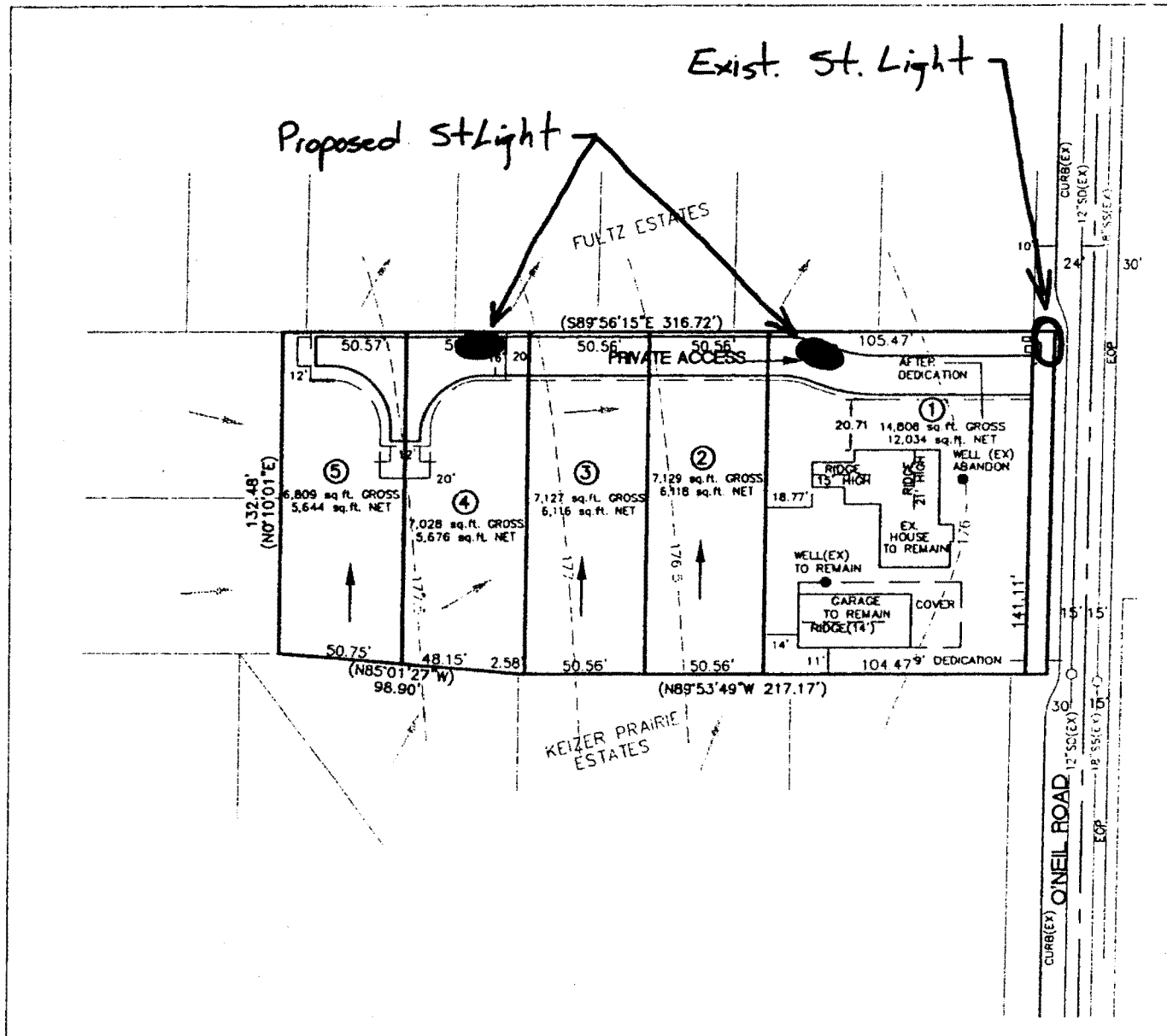
City Recorder

PRELIMINARY ASSESSMENT ROLL

**CLEAR LAKE MEADOWS SUBDIVISION
STREET LIGHTING DISTRICT**

***Assessors Map 06 3W 26AA**

<u>Tax Lot #:</u>	<u>Owners Name and Address</u>	<u>Cost per Lot</u>	<u>Lots</u>	<u>Assessment</u>
1800	REMINGTON, CALEB D 7365 O'NEIL ROAD NE KEIZER, OR 97305	\$47.78	5	\$238.90
TOTAL ASSESSMENT:		\$238.90		



CITY COUNCIL MEETING: _____

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

**FROM: ROB KISSLER
DIRECTOR OF PUBLIC WORKS**

SUBJECT: BAIR PARK WATER STORAGE TANK

DATE: SEPTEMBER 28, 2005

BACKGROUND:

The 2001 City of Keizer Water Master Plan calls for the construction of a 750,000 gallon Water Storage Tank on City own property adjacent to Bair Park in the Clearlake Area. With the completion of this project, improved water pressure and quality will be achieved for the Clearlake area and add capacity to the over all City system including the Keizer Station area.

The City's current Water Tank located at Keizer Little League complex has provided excellent service and reliability. Staff and our Consultant team determine specifications for the Little League Tanks will be used for the Bair Park Tank which will provide consistent maintenance and operation efficiencies.

Staff was concerned the City may only receive one bid proposal because of preferred tank manufacture and construction of water reservoir tanks is very specialized. Staff open two sealed bid proposals on September 28, 2005 and has certified the low bidder to be Aquastore Northwest Incorporated located in Aurora Oregon at \$518,000.00. The highest bid received was certified at \$550,500.00. During the December 04/05 Budget development of this project, the Engineers estimate was \$485,000.00 for the Water Tank only. Funds in the current budget to complete the Water Tank, Boster Pump, Pipe Distribution System, Electrical and Telemetry System are \$750,000.00.

Attachments: Bair Park Tank Site Plan and Elevation View.

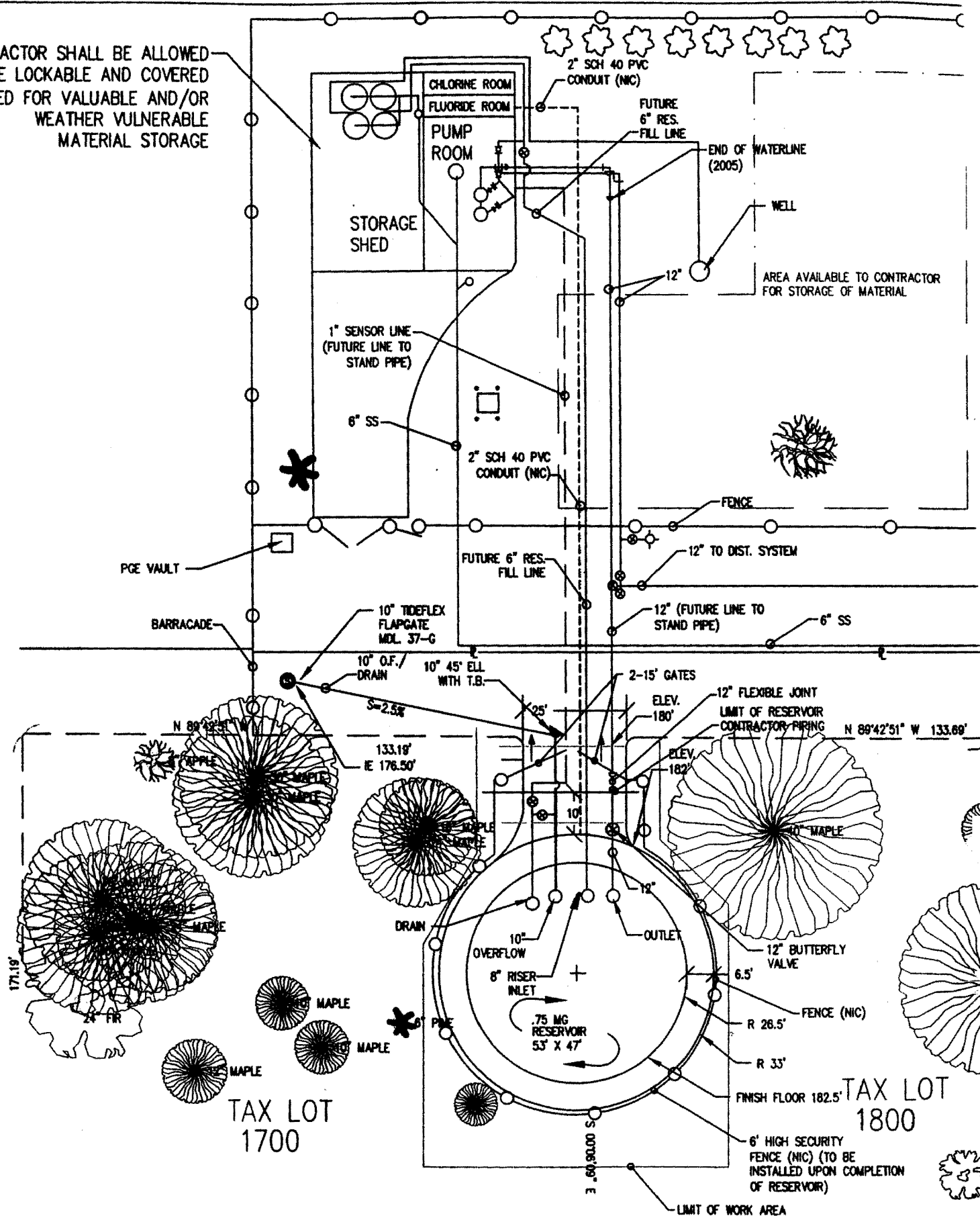
FISCAL IMPACT:

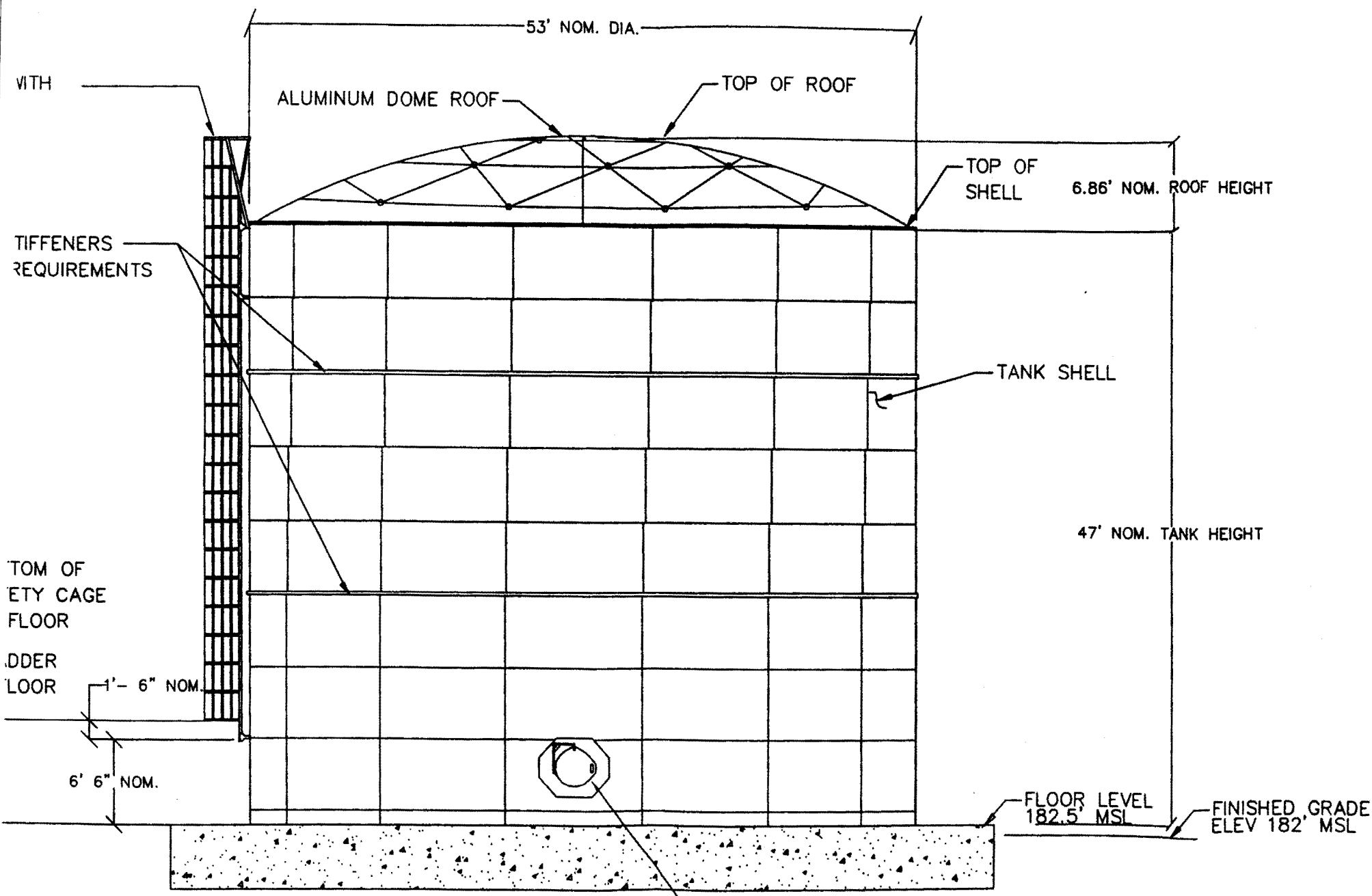
Funds for this project have been allocated in the 2005/2006 Water Facility Fund line item 22.

RECOMMENDATION:

Staff recommends City Council adopt the attached Resolution authorizing the City Manager enter into a contract agreement awarding the Bair Park Water Tank project to Aquastore Northwest Incorporated, for a total cost of \$518,800.00. Please contact me if you have questions.

CONTRACTOR SHALL BE ALLOWED
TO USE LOCKABLE AND COVERED
SHED FOR VALUABLE AND/OR
WEATHER VULNERABLE
MATERIAL STORAGE





CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2005-_____

**AUTHORIZING THE CITY MANAGER TO AWARD CONTRACT TO AQUASTORE
NORTHWEST INC. FOR CONSTRUCTION OF BAIR PARK WATER TANK PROJECT**

WHEREAS, the City of Keizer Water Master Plan calls for construction of 75,000 gallon water storage tank adjacent to Bair Park in the Clearlake area of Keizer. This water tank will improve the water pressure, quality will be achieved for the Clearlake area and add capacity to the overall City system;

WHEREAS, the City received two bid proposals for this project with the lowest total bid being \$518,000.00 from Aquastore Northwest Incorporated. NOW, THEREFORE

BE IT RESOLVED by the City Council of the City of Keizer that the City Manager is hereby authorized to award a contract to Aquastore Northwest Inc for construction of the Bair Park Water Tank project at a cost of \$518,000.00.

PASSED this _____ day of _____, 2005.

SIGNED this _____ day of _____, 2005.

Mayor

City Recorder

CITY COUNCIL MEETING: October 05, 2005

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

THRU: CHRIS EPPLEY, CITY MANAGER

FROM: DIANNE HUNT, HUMAN RESOURCES DIRECTOR

SUBJECT: Authorization of Disposition of Surplus Property

ISSUE:

The City of Keizer Human Resources Department has identified computer equipment inventory that has nominal value and is no longer usable.

Keizer City Ordinance 2000-427 allows for surplus personal property of nominal value to be sold, donated, used as a trade-in, or disposed of, upon recommendation by the Keizer City Manager and approval of the City Council. The surplus property will be donated to schools or disposed, if the schools have no need.

The surplus property identified is more than five years old, and the City no longer has a need for the items. In addition, the City no longer has room to store the property.

RECOMMENDATION:

It is recommended that Council adopt the attached resolution authorizing the items listed in the resolution as surplus.

If you have any questions please contact Dianne Hunt, 503.390.3700 – hunt@keizer.org

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R05-_____

AUTHORIZING THE DONATION OR DISPOSAL OF SURPLUS PROPERTY

WHEREAS, Ordinance 2000-427 allows for identified surplus property to be donated or disposed of; and

WHEREAS, the Human Resources Department has identified computer equipment listed on Exhibit “A” having nominal value and of no further use for public purposes;

WHEREAS, the Human Resources Department proposes to donate or dispose the surplus property;

WHEREAS, the Human Resources Director and City Manager approve of the donation or disposal of surplus property;

NOW, THEREFORE,

BE IT RESOLVED that the City Council of the City of Keizer declares the property listed in Exhibit “A” as surplus property.

BE IT FURTHER RESOLVED that the City Council hereby authorize the computer equipment and other inventory property to be donated or disposed;

BE IT FURTHER RESOLVED that City Manager and the Human Resources Director are authorized to take any and all necessary acts to effectuate the donation or disposal of the surplus property.

PASSED this ____ day of _____, 2005.

SIGNED this ____ day of _____, 2005.

Mayor

City Recorder

EXHIBIT "A"

City of Keizer Surplus Computer Inventory As of October 01, 2005

7 Computers	7 - CTL 52X – varies Pentiums and OS with Windows '98, 2000, and XP
13 Monitors with 17" monitors	1 - 01427
	2 - 03062
	7 - 770vF
	1 - BB0204LRB00184
	2 - 900VX