



CITY COUNCIL MEETING
April 27, 2011 – 12:00 pm
(Santiam Travel Station - 750 3rd Street)

A G E N D A

NOON SESSION – CALL TO ORDER / FLAG SALUTE

ROLL CALL

CONSENT CALENDAR - *The following item(s) are considered routine and will be enacted by one motion. There will not be a separate discussion of these items unless a Councilor so requests. In this case, the item will be removed from the Consent Calendar and considered separately.*

AGENDA: Lebanon City Council Agenda – April 27, 2011

CITIZEN COMMENTS – *Citizens may address the Council on any matters that do NOT pertain to scheduled Public Hearings or other items already on the agenda. All comments concerning a Public Hearing must be addressed during that agenda item. As for other items listed on the agenda, the Mayor will ask for input in the order they appear.*

REGULAR SESSION

1) Wastewater Treatment Plant Clarifier – Award Bid (Project No. 10704)

Presented by: Rob Emmons, Senior Engineer

Approval/Denial by MOTION

2) Authorization to Advertise for Bid – Sanitary Sewer: Phase 3 Westside Interceptor

Presented by: Ron Whitlatch, Senior Engineer

Approval/Denial by MOTION

3) Offer to Purchase City-Owned Land

Presented by: John Hitt, City Manager

Approval/Denial by MOTION

ITEMS FROM COUNCIL

CITIZEN COMMENTS – *Another opportunity for citizens to comment on items discussed earlier, with the exception of any public hearings, or new business.*

ADJOURNMENT

Agenda Item 1



MEMORANDUM

Engineering Division

To: Dan Grassick
Manager Utility & Engineering Services

From: Rob Emmons, Senior Engineer

Subject: APPROVAL TO AWARD PROJECT
Clarifier Expansion Improvements, Project No. 10704

Date: April 20, 2011

This memo requests a City Council motion to award the Clarifier Expansion Improvement Project.

Background

On February 9, 2011, City Council authorized City Staff to advertise the Clarifier Expansion Improvement Project for bids. The new Clarifier will give the plant the hydraulic capacity necessary to effectively treat peak wet weather flows for the next twenty years at the WWTP and still remain in compliance with our National Pollutant Discharge Elimination System (NPDES) permit regulated by DEQ.

Bids for the project were opened on Tuesday, April 5, 2011. Staff reviewed the bids and check contractor references and experience. There were a total of nine bids received. A comparison of the bids with the Engineers Estimate is presented below.

| <u>Contractor</u> | <u>Bid Price</u> |
|---------------------------|-------------------------|
| R&G Excavating | \$4,045,900 |
| McClure & Sons | \$4,161,714 |
| Wildish Building | \$4,204,000 |
| TEK Construction | \$4,220,398 |
| JW Fowler | \$4,240,000 |
| John Hyland Const. | \$4,365,301 |
| Pacific Crest Const. | \$4,383,000 |
| Stellar J Corp. | \$4,380,437 |
| CP Construction | \$4,684,300 |
| Engineers Estimate | \$4,150,000 |

Recommendation

I recommend that City Council pass a motion to award the contract to R&G Excavating.

Agenda Item 2



MEMORANDUM

Engineering Services

To: Dan Grassick, Manager Utility & Engineering Services

Date: April 20, 2011

From: Ron Whitlatch, Senior Engineer

APPROVAL TO ADVERTISE PROJECT FOR BIDS

Subject: Westside Interceptor Phase III – Twelfth Street (Tangent to Vine)
Project No. 08704

RECOMMENDATION

I recommend that City Council pass a motion authorizing City staff to advertise the Westside Interceptor Phase III (Twelfth Street – Tangent to Vine) Project for bids.

BACKGROUND

The Westside Interceptor is an existing sanitary sewer line which travels around the north and west part of Lebanon. It collects raw sewage from homes and businesses and delivers it to the Wastewater Treatment Plant. Studies and field observations have verified that this line is nearing capacity and is not capable of serving the southern part of Lebanon's Urban Growth Boundary.

Over the course of the last four years City Council has authorized increase to sewer collection fee to cover multiple Capital Projects, one of which has been the continuation of the new Westside Interceptor (WSI). The goals of constructing the new WSI are to relieve flows in the existing Interceptor and provide capacity for future development.

This phase of WSI will be constructed along Twelfth Street from the intersection of Highway 34 to Vine Street. The major components of the project include installation of approximately 1,480 lineal feet of 42" Closed Profile PVC Pipe, 750 lineal feet of Sanitary Sewer Lateral replacement, abandonment of the existing 12 Inch Sanitary Sewer Main, 5 Manholes, and new aggregate surfacing. It should be noted that Twelfth Street currently has a Chip Sealed Surface. This surface will be removed and will be aggregate until the summer of 2012 at which time a new Chip Seal will be completed.

The Engineers Estimate for construction is between \$650,000.00 and \$820,000.00.

Agenda Item 3

Linda Kaser

From: Ginger Allen
Sent: Thursday, April 14, 2011 2:01 PM
To: Wayne Rieskamp; Ray Weldon; Floyd Fisher; Bob Elliott Councilor; Ken Toomb; Margaret Campbell; Don Thoma
Cc: 'John Tre' Kennedy; Linda Kaser
Subject: FW: City council packet items

Last night at the council meeting we lacked having the property map available relating to the surplus property for sale on View Lane. Please find the information attached to this email. While the map does not indicate, the lot size is .42 acre (not quite a half acre)

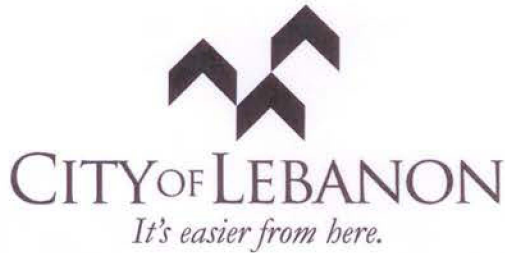
The expiration of the earnest money offer on this parcel is April 30th. I would like to suggest having a special council session on April 27th to reconsider the sale of this property, as well as, discussing the Waste Water Treatment Clarifier- Award of Bid, item number 4 that was pulled off of the agenda last night.

Please let me know if you will be available for a noon council session on Wednesday, April 27th from 12:00 – 12:30, we will only have the two items on this agenda.

If we have a quorum I will notify Linda to move forward with this meeting.

Ginger Allen
Assistant City Manager
925 Main Street
Lebanon, OR 97355
Phone: 541.258.4263
Fax: 541.258.4954

This email is confidential and may be legally privileged. It is intended sole



MEMORANDUM

Administration Department

To: Mayor and City Council

Date: March 31, 2011

From: John Hitt, City Manager

Subject: Offer to Purchase Lot 7900, View Lane

Some months ago this lot was declared surplus by the City Council. At the request of a potential buyer a septic analysis was performed and Linn County denied issuance of a septic permit due to the very high ground water table. Thus, the lot is likely not suitable for residential or commercial construction.

The attached offer for \$7,000 is substantially below the Linn County Real Market Value (RMV) of \$34,800. However, that RMV is probably based on the assumption that the lot is buildable.

This relative small parcel is not adjacent to any other city owned property and has no anticipated future use for the city.

In light of the above, an offer of \$7,000 does not seem unreasonable.



Sale Agreement # DR 11-124

SELLER'S COUNTER OFFER

1 This is a counter offer to Sale Agreement or Buyer's Counter Offer
2 Seller: City of Lebanon
3 Buyer: JIM BRADFORD
4 The real property described as: VIEW LANE LOT 7900, TAX ACCT # 211967, T12SR2W SEC 23B

5 AGREEMENT TO SELL:
6 Seller agrees to sell the real and personal property upon the terms and conditions set forth in the Sale Agreement and subsequent counter offers where
7 applicable, except as modified as follows:
8 SEE ADDENDUM A

13 For additional provisions, see Addendum
14 All remaining terms and conditions of the Sale Agreement (and other counter offer(s), where applicable), not otherwise modified, are approved and
15 accepted by Seller. Time is of the essence. This Seller's Counter Offer shall automatically expire on MARCH 18, 2011
16 at 5:00 a.m. p.m. ("the Counter Offer Deadline"), if not accepted within that time. If Buyer accepts this Seller's Counter Offer after the Counter
17 Offer Deadline, it shall not be binding upon Seller unless agreed to by Seller in writing within _____ business days (two [2] if not filled in) thereafter by so
18 indicating at the Seller's Acknowledgment Section below. This Seller's Counter Offer may be accepted by Buyer only in writing. However, Seller may
19 withdraw this counter offer any time prior to Buyer's written acceptance.

20 Seller acknowledges receipt of a completely filled in copy of Buyer's Offer and Seller's Counter Offer, and all subsequent counter offers where applicable,
21 which Seller has fully read and understands. Seller acknowledges that Seller has not relied on any oral or written statements of any Buyer or of any
22 Licensee(s) which are not expressly contained in the Sale Agreement as amended. Seller instructs that all earnest money distributable to Seller pursuant to
23 the Sale Agreement shall be disbursed as follows after deduction of any title insurance and Escrow cancellation charges: (check one) First to Listing Firm,
24 to the extent of the agreed commission just as if the transaction had been consummated, with residue to Seller; or 100% to Seller

25 Seller Signature [Signature] Date 3/15 2011 a.m. 4:30 p.m. ←
26 Seller Signature _____ Date _____ a.m. _____ p.m. ←

27 BUYER'S RESPONSE (select only one):
28 Buyer accepts Seller's Counter Offer.
29 Buyer does not accept Seller's Counter Offer AND submits the attached Buyer's Counter Offer.
30 Buyer rejects Seller's Counter Offer.

31 Buyer acknowledges receipt of signed copies of the Sale Agreement and all subsequent counter offers including this Seller's Counter Offer, where applicable,
32 which Buyer has fully read and understands.
33 Buyer Signature [Signature] Date March 17 a.m. 12 p.m. ←
34 Buyer Signature _____ Date _____ a.m. _____ p.m. ←

35 SELLER'S ACKNOWLEDGMENT:
36 Seller acknowledges receipt of copies of the Sale Agreement and all subsequent counter offers, including this Seller's Counter Offer, which Seller has fully
37 read and understands. If Buyer's response to Seller's Counter Offer is an acceptance that has occurred after the Counter Offer Deadline identified in the
38 Agreement to Sell Section above, Seller (select only one) agrees does not agree, to be bound thereby. (The failure to check either box shall
39 constitute a rejection by Seller of Buyer's acceptance of Seller's Counter Offer after said deadline.)

40 Seller Signature _____ Date _____ a.m. _____ p.m. ←
41 Seller Signature _____ Date _____ a.m. _____ p.m. ←

42 RECEIPT OF EARNEST MONEY
43 (Use only if amount of earnest money is modified).
44 Selling Firm acknowledges receipt of earnest money from Buyer NOT previously received for in the sum of \$ _____ evidenced by cash, check,
45 promissory note payable on or before _____, which Selling Firm agrees to handle as provided in the Agreement.
46 Selling Licensee's signature _____

47 Selling Licensee Dianna Rasmussen Listing Licensee B. TI + Robbie Nyava
48 Selling Firm Broker's Initials/Date _____ Listing Firm Broker's Initials/Date _____

3/16/11 BT



ADDENDUM TO REAL ESTATE SALE AGREEMENT

1 This is an Addendum to: Real Estate Sale Agreement Seller's Counter Offer Buyer's Counter Offer
2 Re: Real Estate Sale Agreement No. DA 11-124 Dated 3-16-11 Addendum No. A
3 Buyer: JIM BRADFORD
4 Seller: City of Lebanon

5 The real property described as: VIEW LANE Lot #7900, T12S R2W SEC. 23B, TAX Acct. # 211967

6 SELLER AND BUYER HEREBY AGREE THE FOLLOWING SHALL BE A PART OF THE REAL ESTATE SALE AGREEMENT REFERENCED ABOVE.

- 7 1) SALES PRICE TO BE \$7,000.00
8 2) Lebanon City Council approval is required for
9 an accepted offer.
10 3) Title AND ESCROW to be at AMERITITLE IN Lebanon
11 4) BUYER UNDERSTANDS THAT PROPERTY IS CURRENTLY
12 Not buildable as determined by LINN County.
13 5) Closing date to be NO SOONER than April 15, 2011 AND
14 NO LATER than April 30, 2011.
15 6) BUYER UNDERSTANDS THAT THE PROPERTY TAXES WILL BE
16 DETERMINED by LINN County after sale.

25-28 Buyer Signature [Handwritten Signature] Date 3 17, 2011 a.m. 12 p.m. ←

30 Buyer Signature _____ Date _____ a.m. _____ p.m. ←

31 Seller Signature [Handwritten Signature] Date 3/15 2011 a.m. 4:45 p.m. ←

32 Seller Signature _____ Date _____ a.m. _____ p.m. ←

33 Selling Licensee [Handwritten Signature] Listing Licensee Bina Robbie Nyara

34 Selling Firm Broker Initials/Date _____ Listing Firm Broker Initials/Date _____

Handwritten note: 3/16/11 KST



1475 South Main Street
Lebanon, OR 97355
Phone: 541-259-3736
Fax: 541-259-3746

Heritage NW Real Estate
1707 Main Street
Lebanon, OR 97386

Attn: Robbie Nyara

March 28, 2011

Report #1

Escrow Number : 08-806002
Escrow Officer: Donna A. Harrison
Title Number : 093877L
Title Officer : MICHELE M. HARRIS
Your Reference: --

PRELIMINARY TITLE REPORT FOR:

City of Lebanon
Acct# 211967 Map # 12S02W23B007900
Lebanon, OR 97355

| <u>Policy or Policies to be issued:</u> | <u>Liability</u> | <u>Premium</u> |
|--|------------------|----------------|
| OWNER'S STANDARD COVERAGE | \$7,000.00 | \$200.00 |
| Proposed Insured: Leonard Bradford, Jim Bradford | | |
| GOVERNMENT LIEN SERVICES | | \$25.00 |

We are prepared to issue ALTA (2006) title insurance policy(ies) of **STEWART TITLE GUARANTY COMPANY**, in the usual form insuring the title to the land described as follows:

Lots 21 and 22, except the North 200 feet thereof, White Oaks Addition to Linn County, Oregon

and dated as of March 24, 2011 at 8:00 A.M. , title is vested in:

City of Lebanon

The estate or interest in the land described or referred to in this Commitment and covered herein is:

Fee Simple

"Superior Service with Commitment and Respect for Customers and Employees"

The policy shall be issued subject to the usual printed conditions, stipulations and exclusions from coverage appearing in such policy form and the following:

General Exceptions

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public record or proceedings by a public agency which may result in taxes or assessments or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the public records, reservations or exceptions in patents or in acts authorizing the issuance thereof, water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the subject land onto adjoining land or of existing improvements located on adjoining land onto the subject land), encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the subject land.
5. Any lien, or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Unpatented mining claims whether or not shown by the public records.

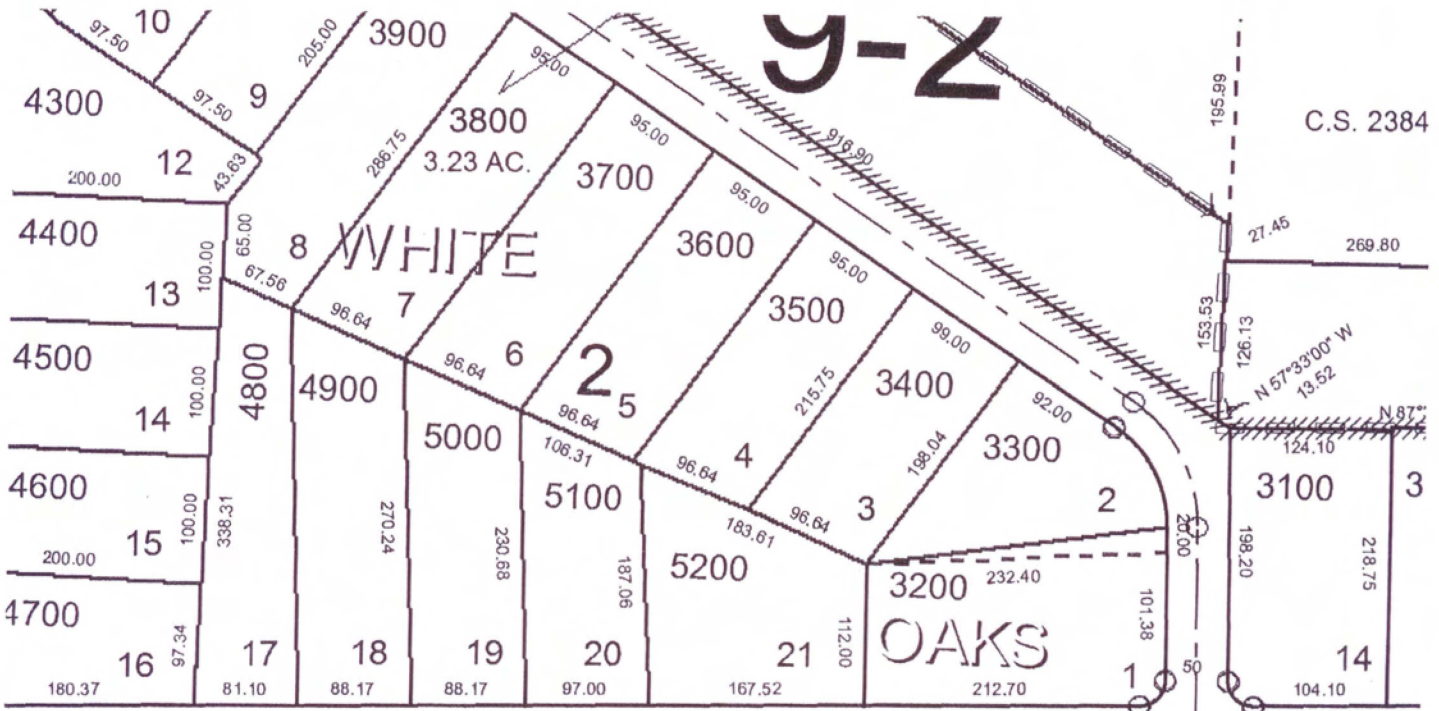
Special Exceptions

7. Real property for the year 2010-11 non taxable.
Map No. 12-2W-23B, Tax Lot 7900, Account No. 211967, Code 0902
8. Regulations, including levies, liens, assessments, rights of way and easements of the Linn Soil and Water Conservation District.
9. The rights of the public in and to that portion of the herein described property lying within the limits of public roads, streets or highways.
10. An easement created by instrument, including the terms and provisions thereof,
Dated : June 5, 1952
Recorded : June 7, 1952 Deed Book: 227 Page: 318
In Favor Of : Mountain States Power Company, a Delaware Corporation, its
successors and assigns
For : Electric power line consisting of poles and anchors
11. NOTE: We find no recorded Trust Deeds or Mortgages affecting the herein described property. If this is incorrect, please contact your title officer as soon as possible.

End of Exceptions

9-2

C.S. 2384



WAGON WHEEL DR



SEE MAP 12 2W 23C



AmeriTitle

1392 CLAY ST. S.E.
ALBANY, OR 97321
541-928-3368

THIS MAP IS PROVIDED SOLELY FOR THE PURPOSE OF ASSISTING IN THE LOCATION OF THE PROPERTY. THE COMPANY ASSUMES NO LIABILITY FOR ERRORS, IF ANY, IN DIMENSIONS OR LOCATIONS ASCERTAINED BY AN ACTUAL SURVEY.
ORDER NO. 93577

1202 12 23B