

EUGENE CITY COUNCIL AGENDA ITEM SUMMARY



Action: Bethel Community Park Deed Transfer

Meeting Date: September 27, 2010
Department: Public Works
www.eugene-or.gov

Agenda Item Number: 4
Staff Contact: Neil Björklund
Contact Telephone Number: 541-682-4909

ISSUE STATEMENT

This item is for the City Council to take action to authorize the City Manager to transfer deeds to land in the Bethel neighborhood to School District 52, in accordance with a prior intergovernmental agreement.

BACKGROUND

In 1996, the City and School District 52 discussed a joint acquisition of land in the Bethel neighborhood for future use as a school site and a community park. In October of 1996, the City had an appraisal completed, and based on that appraisal, the City and District 52 agreed in principle that it would be mutually beneficial to proceed with a joint acquisition. In December 1996, the City entered into an Intergovernmental Agreement with District 52 (attached) stating that all costs were to be shared equally, and that the City would manage the appraisal contracting, appraisal review, acquisition-related wetland and title reports, and would perform the negotiations with the affected property owners.

The City and Bethel jointly purchased properties from two property owners – the Kokkeler family and the Brewer family. The Brewer sale closed and the deed was recorded January 6, 1997. The Kokkeler property sale closed and was recorded January 9, 1997. The sale price of the Kokkeler property was \$1,438,000 and the Brewer parcel was \$140,600, based on appraisals completed by Duncan & Brown. The purchase price and closing costs were shared equally between the jurisdictions at the time of the closings. The entire property has been held in joint-ownership by the City and the district since the acquisition occurred.

The total acreage acquired was about 70 acres and was to be divided approximately equally based on what would be most mutually beneficial to the school district, the City, and the public. The ultimate configuration of ownership was to be determined as school and park plans were further designed and determined. The park plan and conditional use permit for Bethel Community Park were completed in 1998. There were numerous benefits of acquiring the land jointly, not only in the efficiency of the appraisal and acquisition processes, but also for future shared use of the grounds, parking, and improvements to be constructed by both jurisdictions.

The final partition of the site was completed in March of 2010 to create three parcels – two of which were to be conveyed to District 52 (parcels 1 and 3) and the third, which is the City's Bethel Community Park site (parcel 2), that was to be conveyed to the City. The city park parcel is approximately equal in size to the combined areas of the two school district parcels.

The remaining step of separating the legal ownerships, consistent with the partition and intended ownership can be accomplished by executing deeds for each parcel to the intended long-term owner. Specifically, the City will transfer its interest in parcels 1 and 3 to District 52, and District 52 will transfer its interest in parcel 2 to the City. Upon consultation with the City Attorney, it was concluded that the most appropriate process for this transaction would be the process outlined in Eugene Code Section 2.868 (governmental transactions), which provides that the council may dispose of real property to any governmental entity without notice or hearing. Under those provisions, the council can adopt a motion authorizing the City Manager to transfer the property consistent with the terms described in the agenda item summary (AIS) or in an attachment to the AIS.

RELATED CITY POLICIES

No policies were found relating to this proposed action.

COUNCIL OPTIONS

- A. Approve the motion.
- B. Decline to approve the motion.
- C. Other, as directed by the council.

CITY MANAGER'S RECOMMENDATION

The City Manager recommends that the council approve the motion.

SUGGESTED MOTION

Move to authorize the City Manager to transfer to the Bethel School District all property rights in parcels 1 and 3 as shown on Attachment A in exchange for Bethel's transfer to the City of all property rights in parcel 2 as shown on Attachment A.

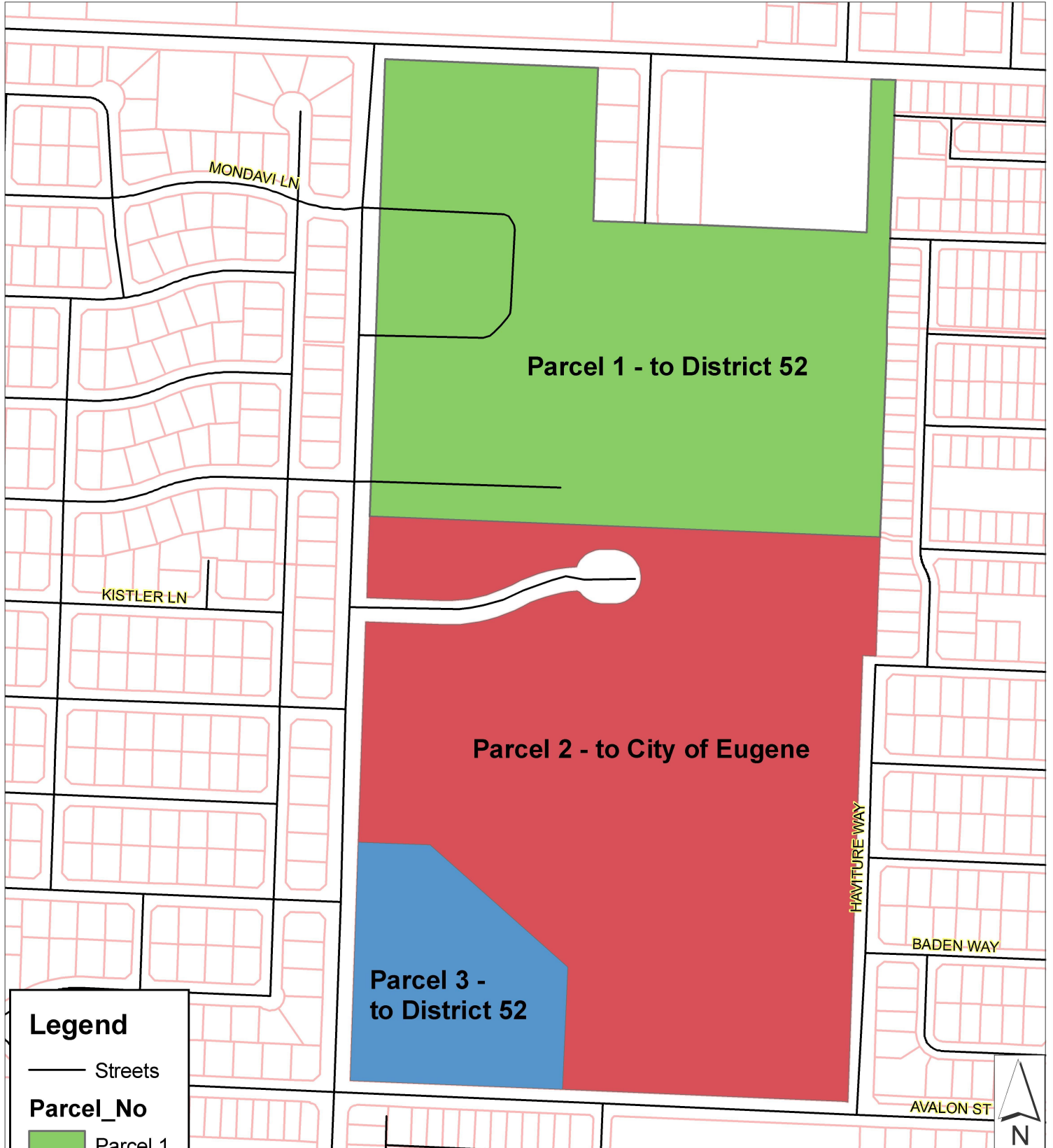
ATTACHMENTS

- A. Bethel Park Deed Transfer Map (showing parcels 1, 2, and 3)
- B. 1996 Intergovernmental Agreement between the City and School District 52

FOR MORE INFORMATION

Staff Contact: Neil Björklund, Parks and Open Space Planning Manager
Telephone: 541-682-4909
Staff E-Mail: neil.h.bjorklund@ci.eugene.or.us

Attachment A: Bethel Park Deed Transfer



Legend

- Streets
- Parcel_No**
- Parcel 1
- Parcel 2
- Parcel 3
- Taxlots



Caution:
This map is based on imprecise
source data, subject to change,
and for general reference only.



September 16, 2010

CITY OF EUGENE/BETHEL SCHOOL DISTRICT AGREEMENT

BETWEEN: The City of Eugene (City), a unit of local government of the
State of Oregon

AND: Bethel School District (District), School District Number 52,
Eugene, Oregon

**EFFECTIVE
DATE:** Upon execution by both parties

RECITALS

A. ORS 190.00 and Lane County Home Rule Charter provide that units of local government may enter into agreements for the performance of any and all functions and activities that any party to the agreement, its officers, or agents have the authority to perform.

B. District desires to enter into a contract with City to provide the services described in this contract and City is willing to provide such services on the terms and conditions set forth herein and in Exhibit A.

AGREEMENT

1. Services to be Provided.

City agrees to provide the following services (the "work"):

Insofar as City personnel are available, perform a variety of tasks relative to the acquisition of real property for public use, including but not limited to: contracting of appraisals, appraisal review, contracting of wetland delineation reports, processing condemnation ordinance, acquisition negotiations, document preparation and closing. Said acquisition tasks are to involve the Kokkeler, Brewer, and Burrell properties on Barger Road in Eugene.

2. Term.

This agreement shall not exceed a period of 24 months from the date of the execution of this agreement.

3. Consideration.

The City and District agree to equally pay for the costs related to appraisals, title reports, wetland delineation reports, closing costs, and other related services.

City of Eugene/Bethel School District Agreement

(1)

4. Termination.

Upon three days prior written notice delivered to the persons designated in paragraph 5, either party, without cause, may terminate its participation in this contract. In the event of termination, both parties agree to pay for work performed and costs incurred prior to the date of termination.

5. Contract Administration.

Each party designates the following as its representative for purposes of administering this contract:

District:

Kent Hunsaker, Superintendent
Bethel School District
4640 Barger Drive
Eugene OR 97402

City:

Russ Royer, Real Property Officer
Public Works Department
858 Pearl Street
Eugene OR 97401

Either party may change its designated representative by giving written notice to the other as provided in paragraph 9.

6. Indemnification.

Each of the parties hereto agrees to indemnify and save harmless the other party hereto from any claim, liability or damage resulting from any error or omission and/or negligence of the indemnifying party, its officers, agents or employees relative to the responsibilities of the indemnifying party under this agreement.

In the event of any suit, action, or proceeding brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, or to rescind this agreement, the losing party

shall pay the prevailing party such reasonable amounts for fee, costs, and expenses, including attorney fees in such suit, action or proceeding and any appeal therefrom, as may be set by the court or arbitrator.

7. Assignment.

This agreement is to be binding on the successors and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other.

8. Standard Contract Provisions.

City Standard Contract Provisions which are attached hereto as Exhibit A is hereby incorporated.

9. Notices.

Any notices permitted or required by this contract shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to the representative designated in paragraph 5. Either party may change its address by notice given to the other in accordance with this paragraph.

10. Integration.

This contract embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein. This contract shall supersede all prior communications, representations or agreements, either oral or written, between the parties. This contract shall not be amended except in writing, signed by both parties.

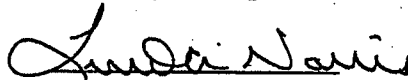
11. Interpretation.

This contract shall be governed by and interpreted in accordance with the laws of the State of Oregon.

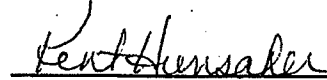
- The City of Eugene

Bethel School District

RRCPA
By:



By:



Linda Norris
City Manager, Pro Tem

Kent Hunsaker
Superintendent

Date: 12/3/96

Date: _____

City of Eugene/Bethel School District Agreement

(3)



Approved for Recording
by City of Eugene

RETURN TO: CASCO

Date: 1/6/97
[Signature]
Deputy City Recorder

CT TITLE NO. 209765
ESCROW NO. EU96-8484
TAX ACCT. NO. 1372646

WARRANTY DEED -- STATUTORY FORM

9700775

10-
10-
20

FRANK L. BREWER and MARY L. BREWER, as tenants in common, Grantor,

conveys and warrants to

THE CITY OF EUGENE, A MUNICIPAL CORPORATION, AND LANE COUNTY SCHOOL DISTRICT NO. 52 (BETHEL), AS TENANTS IN COMMON, Grantee,

the following described real property free of encumbrances except as specifically set forth herein:

SEE EXHIBIT A WHICH IS MADE A PART HEREOF BY THIS REFERENCE

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. 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 TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

Except the following encumbrances:

7666JAN.06'97H03REC 10.00
7666JAN.06'97H03PFUND 10.00
7666JAN.06'97H03A&T FUND 20.00

Power line easement, including the terms and provisions thereof, granted Mountain States Power Company by instrument recorded September 24, 1948 in Book 382, Page 576, Lane County Oregon Deed Records.

The true consideration for this conveyance is \$140,600.00.

Dated this 13 day of December, 1996.

[Signature]
FRANK L. BREWER

[Signature]
MARY L. BREWER

STATE OF OREGON, County of Eugene ss.

This instrument was acknowledged before me on December 13, 1996 by FRANK L. BREWER and MARY L. BREWER

[Signature]
Notary Public for Oregon
My commission expires: 1-7-2000



FRANK L. BREWER
5690 BARGER DRIVE
EUGENE, OR 97402
GRANTOR'S NAME AND ADDRESS

Until a change is requested all tax statements shall be sent to the following address:
*** SAME AS GRANTEE ***

CITY OF EUGENE
858 PEARL STREET
EUGENE, OR 97401
GRANTEE'S NAME AND ADDRESS

After recording return to:
CASCADE TITLE CO.
811 WILLAMETTE
EUGENE, OR 97401

Our No: CT-209765

2

9700775

PROPERTY DESCRIPTION

Ech. A

Beginning at the brass disc marking the North one-quarter corner of Section 20, Township 17 South, Range 4 West of the Willamette Meridian; thence South 89° 59' 25" West 60.00 feet along the North line of said Section 20 (being also the centerline of Barger Drive) to a point; thence, South 0° 27' 16" East 425.70 feet along a line parallel with and 60 feet Westerly from, when measured at right angles to, the North-South one-quarter section line of said Section 20 to an iron pin marking the true point of beginning; thence, South 0° 27' 16" East 661.04 feet continuing along said line to a point marked by an iron pin; thence, South 89° 59' 25" West 419.17 feet along a line parallel with the North line of said Section 20 to a point marked by an iron pin; thence, North 0° 27' 16" West 661.04 feet along a line parallel with the North-South one quarter line of said Section 20 to a point marked by an iron pin; thence, North 89° 59' 25" East 419.17 feet to the true point of beginning, in Lane County, Oregon.

State of Oregon
County of Lane -- ss.
I, the County Clerk, in and for the said
County, do hereby certify that the within
instrument was received for record at

97 JAN -6 PM 3: 27

Reel

2252R

Lane County OFFICIAL Records
Lane County Clerk

By:

David S. Suha

County Clerk