

RECORDING COVER SHEET

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County Filing Index - DEEDS Recording Authority - Redmond Code Section 4.640 Requires Recording Of a Reimbursement District Resolution (Ordinance No. 98-36)

- 9/10
- A. Title of Document: City of Redmond Resolution #2002-47
Property located at: Parcel 2 of Partition Plat 2001-29, City of Redmond, Deschutes County, Oregon
- B. Names of First Parties: 1 Property Owner, as listed in attached resolution:
Deschutes County
- Names of Second Parties: City of Redmond, Oregon
- C. Estimated Reimbursement Amount: \$37,774.28
- D. Name and address of person authorized to receive the instrument after recording:

City Recorder's Office
PO Box 726
Redmond OR 97756-0100

G:\DOCUMENT\RMbrsDst\HumaneSoc\RcrdgCvr.wpd

DESCHUTES COUNTY OFFICIAL RECORDS
MARY SUE PENHOLLOW, COUNTY CLERK

2002-60550



\$71.00

D-NR Cnt=1 Str=3 PAM
\$45.00 \$11.00 \$10.00 \$5.00

10/31/2002 11:11:05 AM

**REDMOND RESOLUTION
RESOLUTION NO. 2002-47**

**A RESOLUTION OF THE CITY OF REDMOND, OREGON ESTABLISHING THE
HUMANE SOCIETY OF REDMOND REIMBURSEMENT DISTRICT.**

WHEREAS, Redmond City Code Sections 4.600 to 4.665 provide for establishment of a reimbursement district after notice of the proposed district formation has been given to the affected property owners and an informational public hearing has been held; and

WHEREAS, pursuant to Section 4.605 of the Redmond City Code the applicant, Humane Society of Redmond, has made application for the formation of a reimbursement district associated with the infrastructure improvements on NE Hemlock Ave.; and

WHEREAS, pursuant to Section 4.610 of the Redmond City Code the City Engineer prepared a report on the proposed reimbursement district for the City Council; and

WHEREAS, pursuant to Section 4.625 of the Redmond City Code, the City Recorder has provided notice to the applicant and to all owners of property within the proposed district; and

WHEREAS, pursuant to Section 4.620, the City Council conducted an informational public hearing to consider testimony and evidence regarding the application for the proposed reimbursement district; and

WHEREAS, pursuant to Section 4.630 of the Redmond City Code, the City Council's decision concerning the application to form a reimbursement district shall be embodied in a Resolution; and

WHEREAS, pursuant to Section 4.640 of the Redmond City Code, this resolution should be recorded; and

WHEREAS, Section 4.640 of the Redmond City Code also provides that failure to record the Resolution does not invalidate the Reimbursement District or affect the requirement of affected properties to pay the reimbursement fee; and

WHEREAS, the City will be providing two actual mailed written notices to affected property owners pursuant to the Redmond City Code, Sections 4.625 and 4.635; and

WHEREAS, based on these notices, the Council is satisfied that affected property owners will receive notification of the proceedings relating to this Reimbursement District;

NOW, THEREFORE, THE REDMOND CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. The report of the Redmond City Engineer, attached hereto as Exhibit "A" and incorporated herein by this reference, is hereby approved, and the methodology for spreading the cost of the sewer, water, and street improvements described in the report is adopted.


Section 2. The Humane Society of Redmond Reimbursement District is hereby established. Payment of the reimbursement fee, as described for each parcel in the reimbursement district, is a precondition to receiving the city permits applicable to development of that parcel. The total amount which could be reimbursed to the applicant pursuant to the Reimbursement District is \$37,774.28 less administrative costs as authorized by the Redmond City Code.

Section 3. The City Manager is directed to enter into an agreement with the applicant on behalf of the City, in substantially the form attached hereto as Exhibit "B", or as may be otherwise negotiated pursuant to Redmond City Code Section 4.630.

Section 4. The applicant's right to reimbursement shall end ten years from the effective date of this resolution. The street reimbursement fee payable to the applicant shall decline annually as established in the City Engineer's report.

Section 5. The City Council finds that it is in the best interest of the City to enact this resolution immediately upon passage of this resolution; and therefore, this resolution shall be effective upon the date of passage.

PASSED by the Redmond City Council and **APPROVED** by the Mayor this 22nd day of October, 2002.



Alan Unger, Mayor
Paul Hathaway, Council President

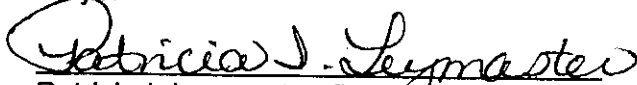
ATTEST:



Patricia Leymaster, Deputy City Recorder

State of Oregon
County of Deschutes

This instrument was acknowledged before me on October 22, 2002 by Alan Unger, Mayor.



Patricia I. Leymaster, Deputy City Recorder
My commission expires 7-20-2003



EXHIBIT "A"

ENGINEER'S REPORT HUMANE SOCIETY REIMBURSEMENT DISTRICT

by
Jeffrey S. England, P.E.
City Engineer

September, 2002

The Humane Society of Redmond has made application to enter into a Reimbursement Agreement with the City for the establishment of a Reimbursement District associated with sanitary sewer, water, and street improvements on NE Hemlock Ave. Upon future development, the Applicant desires to recoup a portion of the improvement costs from adjacent, undeveloped property currently owned by Deschutes County. Pursuant to Ordinance No. 98-36 and City Code 4.610, the objective of this report is to make a recommendation to Council as to the efficacy of establishing a Reimbursement District.

The City Engineer has evaluated the application and has determined that the sewer, water, and street improvements completed by the Humane Society will likely benefit the adjacent County property when it develops. Therefore, the Applicant may be entitled to recoup a portion of the improvement costs.

City Code 4.610 requires the following specific information:

- 1. Whether the Applicant will finance or has constructed some or all of the public improvement(s) and whether those improvements are available to serve property other than property owned by the applicant;**

The sewer, water, and street have been completed by the Applicant and accepted by the City. The improvements are available to serve property other than property owned by the Applicant.

- 2. The area to be included within the reimbursement district;**

Properties within the Reimbursement District are listed below by tax lot number:
15 13 0 128 Deschutes County

Owner names are based on latest Deschutes County Assessor information and are not warranted to be actual or current owner.

- 3. The actual or estimated cost of the public improvement(s);**

The total cost of construction for improvements that are eligible for reimbursement is as follows: Sewer = \$24,659.50; Water = \$28,708.80; Street = \$ 44,360.50

4. Methodology for spreading the cost associated with the public improvement(s) between and among the affected parcels;

Sewer

Sewer improvements will equally benefit the Humane Society property and tax lot 15 13 0 128, therefore the improvements eligible for reimbursement are proportioned equally. $1/2$ times the total eligible cost equals the reimbursable amount. $0.5 \times \$24,659.50 = \$12,329.75$. The value of the sewer reimbursement shall not decline over the life of the reimbursement period.

Water

Water improvements will equally benefit the Humane Society property and tax lot 15 13 0 128, therefore the improvements eligible for reimbursement are proportioned equally. $1/2$ times the total eligible cost equals the reimbursable amount. $0.5 \times \$28,708.80 = \$14,354.40$. The value of the water reimbursement shall not decline over the life of the reimbursement period.

Street

The Humane Society constructed a $3/4$ (75%)-width industrial standard street on the north side of NE Hemlock Ave. Therefore, the improvements eligible for reimbursement are proportioned 50% Humane Society and 25% tax lot 15 13 0 128. $1/4$ times the total eligible cost equals the reimbursable amount. $0.25 \times \$44,360.50 = \$11,090.13$. The value of the street reimbursement shall decline at a rate of 5% per year to a minimum of 50% of the original value.

5. The amount to be charged by the City for its administration of the agreement;

There shall be no fees charged by the City for administration.

6. The period of time that the right to reimbursement exists;

Pursuant to City Code 4.6505(a), the right to reimbursement exists for ten years from the district formation date. Upon application for an extension, the City Council at its sole discretion may, by Resolution, authorize up to two consecutive five year extensions for total reimbursement period not to exceed twenty years.

7. Whether the public improvements will or have met City standards;

The sewer, water, and street improvements have been completed by the Applicant in accordance with City standards and have been accepted by the City.

EXHIBIT "B"

REIMBURSEMENT AGREEMENT

between

HUMANE SOCIETY OF REDMOND and THE CITY OF REDMOND, OREGON

relating to the

**HUMANE SOCIETY SEWER, WATER, and STREET
IMPROVEMENTS on NE HEMLOCK AVE.**

THIS AGREEMENT is made and entered into this day of , 2002 by and between the City of Redmond, a municipal corporation of the State of Oregon, hereinafter called "City" and the Humane Society of Redmond, hereinafter called "Applicant".

WHEREAS, Applicant was required by land use decision to install public sewer, water, and street infrastructure improvements in NE Hemlock Ave. to and through the frontage of Applicant's property; and

WHEREAS, the City held a public hearing, duly noticed according to the Redmond City Code, to receive testimony and evidence regarding the application for formation of a proposed Reimbursement District; and

WHEREAS, the City adopted Resolution No. 2002-47 approving the City Engineer's Report as to the property which will benefit from the installation of said improvements and forming the proposed Reimbursement District; and

WHEREAS, that Resolution authorizes the City Manager to enter into an Agreement in the form required by the Redmond City Code; and

WHEREAS, the City Engineer has determined that the Applicant has made the required improvements as required by the land use decision and is entitled to reimbursement for the share of that cost attributable to other benefited properties consistent with the Engineer's Report and Resolution of the City Council.

NOW, THEREFORE, the parties agree as follows:

1. Cost of the Public Improvement:

The total cost of public improvements eligible for reimbursement is \$37,774.28 (\$12,329.75 sewer; \$14,354.40 water; \$11,090.13 street) as specified in the Engineer's Report.

2. Description of the Improvement:

The improvements include, but are not limited to; 529 lineal feet of 8-inch sanitary sewer with appurtenances; 541 lineal feet of 10-inch water line with appurtenances; and approximately 540 lineal feet of 3/4 industrial standard street with appurtenances along NE Hemlock Ave.

3. Properties Within the Reimbursement District:

The affected parcels of land, the owners thereof, and the methodology employed by the City to spread the construction cost for the improvement is attached hereto as Exhibit "A".

4. When Reimbursements are Due and Payable:

Property owners shall pay the reimbursement established herein at such time as they make an application for development of the affected property including, but not limited to; subdivision, partition, site and design, conditional use, building permit. The reimbursement shall be due and payable for all or any combination of improvements which actually benefit the affected property. Thereafter, within ninety days of the City's receipt of the reimbursement, it shall pay such reimbursement to the Applicant.

The City will make reasonable efforts to properly account for and collect the reimbursement fee from any affected property, but is not liable for any failure to collect such fee.

5. Guarantee of Improvement:

All work performed in making the improvements shall be guaranteed by the Applicant for a period of twelve months from the date of acceptance by the City. Upon approval of the City Engineer, which approval shall not be unreasonably withheld, the City may accept a guarantee from the entity responsible for performing the work in lieu of or in addition to the guarantee required from the Applicant pursuant to City Code.

6. Indemnification:

Applicant agrees to fully indemnify and defend the City, its officers, agents and employees and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney's fees and related litigation costs at both trial and appeal level, whether or not a trial or appeal ever takes place, that have been incurred by the City since the formation of the District or may be asserted by any person or entity which in any way arise from or are connected with the City's establishment of the Reimbursement District or entering into this Agreement.

7. Complete Agreement:

This Agreement and any referenced attachment constitute the complete agreement between the City and Applicant and supersede all prior written or oral discussions.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

CITY OF REDMOND

HUMANE SOCIETY OF REDMOND

Jo Anne Sutherland
City Manager

Jamie Kanski
Executive Director

Legal Description

Tax Lot 15-13-00-00128

Parcel 2 of Partition Plat 2001-29, City of Redmond, Deschutes County, Oregon.