

A RESOLUTION REQUESTING LINN )  
COUNTY TRANSFER ROAD AND )  
BRIDGE JURISDICTION WITHIN )  
THE CITY LIMITS OF LEBANON )

RESOLUTION NO. 23  
for 1991

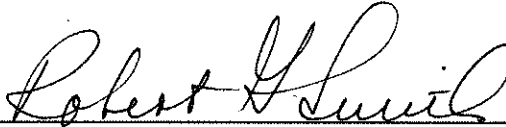
WHEREAS, the City of Lebanon and Linn County have identified numerous roads under the jurisdiction of Linn County but within the limits of the City of Lebanon; and

WHEREAS, the City of Lebanon and Linn County have identified two Lebanon bridges which are under the jurisdiction of Linn County but within the limits of the City of Lebanon; and

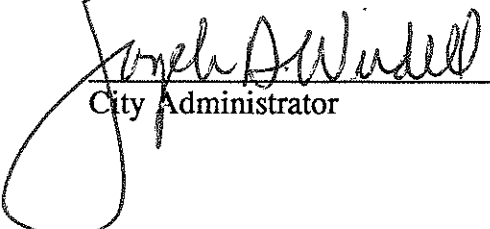
WHEREAS, Linn County has agreed to pay to the City a total of \$1,852,809 of which \$50,000 will be put aside into a reserve account for said bridges; and

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City of Lebanon requests that Linn County transfer jurisdiction of roads and bridges shown on Attachment A to the City of Lebanon.

Passed by the Council of the City of Lebanon by a vote of 6 for and 0 against, and approved by the Mayor this 12th day of June, 1991.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Administrator

ATTACHMENT "A"

<u>ROAD/STREET</u>	<u>LENGTH</u>
Berlin Road	1.60
River Road	0.18
Stoltz Hill Road	0.08
Vaughn Lane	0.38
Airway Road	0.20
Brewster Road	0.17
8th Street	0.12
North Street (Hansard to 7th)	0.13
Morton Street (2nd to Main)	0.13
Franklin Street	0.19
2nd Street (D to H)	0.23
Wheeler Street	0.22
Oak Street (2nd to Main)	0.06
2nd Street (Morton to Tangent)	0.05
Wassom Street	0.17
Kees Street	0.08
7th Street (F to Wassom)	0.55
Airport Road (5th to 7th)	0.17
Airport Road (1100 ft. West of Airway)	0.21
F Street (10th to 12th)	0.13
10th Street (F to E)	0.04
10th Street (Oak to Tangent)	0.59
Sherman Street	0.24
Harrison Street	0.13

BRIDGES

Grant Street Bridge over North Santiam  
Grant Street Bridge over Canal

# INTERGOVERNMENTAL COOPERATION AGREEMENT

**THIS AGREEMENT** is entered into by and between THE CITY OF LEBANON, a municipal corporation of the State of Oregon, and LINN COUNTY, a political subdivision of the State of Oregon, the promises of each being given in consideration of the promises of the other.

**WHEREAS**, County Road Number 24 (Grant Street) is located within the city limits of Lebanon; and

**WHEREAS**, Linn County proposes to reconstruct Grant Street from the Santiam River Bridge to Williams Street and overlay Grant Street from Williams Street to Main Street; and

**WHEREAS**, the existing sanitary sewer and water lines in Grant Street require adjustment to facilitate street reconstruction; and

**WHEREAS**, said sanitary sewer and water lines are the property of the City of Lebanon; and

**WHEREAS**, the City of Lebanon has created a Local Improvement District to fund the construction of driveways, curbs, gutters and sidewalks on Grant Street; and

**WHEREAS**, it is desirable to construct driveways, curbs, gutters and sidewalks along Grant Street; and

**WHEREAS**, the City of Lebanon and Linn County deem it desirable to transfer jurisdiction of the above named county road to the city; and

**WHEREAS**, Linn County has agreed to fund certain improvements to the above named county roads prior to transfer of jurisdiction.

**NOW, THEREFORE**, pursuant to the provisions of ORS 190, the parties

agree to the following:

1. TERM: This agreement shall become effective upon the date that each party signs this agreement and shall terminate upon completion of all provisions included in this agreement.
2. SCOPE OF SERVICES: Linn County and the City of Lebanon shall coordinate services and cooperate fully in the achievement of all provisions of this agreement.
  - a. Linn County will perform all necessary engineering related to reconstruction of Grant Street, exclusive of the design and adjustment of city owned utilities. The City of Lebanon will periodically review the design and construction work to insure agreement with the ongoing work.
  - b. The City of Lebanon will furnish the design, specifications, bid items and estimates for the water and sanitary sewer system work to Linn County to be incorporated in the construction documents for the street reconstruction by Linn County.
  - c. Linn County will advertise for bids and open bids.
  - d. The City of Lebanon will review the bids for the water and sanitary sewer systems and give its concurrence prior to the contract being awarded by Linn County.
  - e. The City of Lebanon will advance funds for the water and sanitary sewer system equal to 75% of the bid items. These advanced payments will be made for the sanitary sewer system within 30 calendar days after Linn County awards the construction contract and by August 15, 1991 for the water system.
  - f. The City of Lebanon will provide inspection of the water and sanitary sewer systems construction under the umbrella of Linn County's contract authority.
  - g. The City of Lebanon shall provide Linn County with measurements of water and sanitary sewer system bid items for inclusion in the contractor's payment. The City of Lebanon shall review and approve all claims for extra work and change orders for construction related to the water and sanitary sewer systems.
  - h. Upon completion of the work on the water and sanitary sewer systems, Linn County shall provide an adjusted itemized final billing for the total water and sanitary

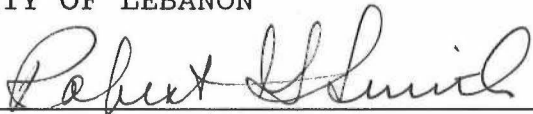
sewer systems based on contract prices to the City of Lebanon.

- i. The City of Lebanon shall, after review and approval of the final billing for the water and sanitary sewer systems, make payment to Linn County within 30 days after receipt.
- j. Upon completion of the construction of Grant Street and acceptance by Linn County, the County shall submit an itemized breakdown of costs for each of the property owners in the Grant Street Local Improvement District for their share of driveways, curbs, gutters and sidewalks constructed.
- k. The City of Lebanon shall prepare the final Engineer's Report for the construction of driveways, curbs, gutters and sidewalks along Grant Street, and submit it to the Lebanon City Council to set a public hearing for the final assessment.
- l. The City of Lebanon shall reimburse Linn County the total cost of construction of driveways, curbs, gutters and sidewalks for the Grant Street Local Improvement District within 30 days after the City Council adopts the ordinance levying the assessment against the properties.
- m. The City of Lebanon agrees to pay Linn County a fee equal to 10% of the construction cost of the driveways, curbs, gutters and sidewalks along Grant Street to defray the costs of engineering and inspection services.
- n. Linn County in cooperation with the City of Lebanon will design and include in its contract the following items of work to be paid for by the City of Lebanon:
  1. Removal and reconstruction of the Booth Park chainlink fence.
  2. Removal and relocation of the existing Booth Park sign.
  3. Lawn seeding.
  4. Extra roadway widening (station 16 + 17 to station 18 + 70, left).
- o. The City of Lebanon agrees to pay the pro rata share of the clearing and grubbing bid item based on the City of Lebanon's share of the final cost of the overall Grant Street project.
- p. The City of Lebanon agrees to pay Linn County one (1) percent interest for each month, or any part of a month,

for which any of the above stated payments are delinquent.

3. AUTHORITY OF INSPECTION ON WATER AND SANITARY SEWER SYSTEMS: Any authorized City of Lebanon inspector performing services on the water and sanitary sewer systems shall have authority to approve or reject work related to the water and sanitary sewer systems, through the project administrator assigned by Linn County.
4. LIABILITY: Each party agrees to hold the other party, their officers, agents and employees, harmless against any claim for injury or damage and all loss, liability, cost or expense, including court costs and attorney fees which may result from that party's actions or failures to act pursuant to the terms of this agreement.
5. EQUIPMENT, SUPPLIES AND TRANSPORTATION: Each party to this agreement shall supply all needed equipment and supplies necessary to perform their work identified in the scope of work above.
6. TRANSFER OF JURISDICTION: The City of Lebanon agrees to accept jurisdiction of Grant Street from Main Street to the Santiam River Bridge upon satisfactory completion of the mutually agreed upon construction work.

CITY OF LEBANON

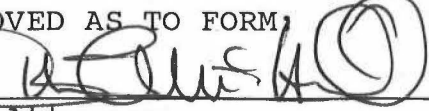


Robert G. Smith, Mayor



Joseph A. Windell  
City Administrator

June 12, 1991  
Date

APPROVED AS TO FORM:  
  
City Attorney

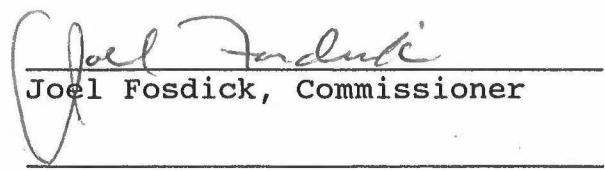
BOARD OF COMMISSIONERS



David R. Schmidt, Chairman




Richard Stach, Commissioner



Joel Fosdick, Commissioner

Date

APPROVED AS TO FORM:  
  
County Counsel

No. W 91-449