

A RESOLUTION REQUESTING THE BOARD OF COUNTY)
COMMISSIONERS OF LINN COUNTY TO SURRENDER)
JURISDICTION OF CERTAIN COUNTY ROADS LOCATED)
WITHIN THE CITY OF LEBANON)

RESOLUTION NO. 21
For 2006

WHEREAS, the governing body of the City of Lebanon has entered into intergovernmental agreements with Linn County for the transfer of South Fifth Street (County Road 714) and for distribution of County Funds; and

WHEREAS, the agreement requires the City of Lebanon to accept transfer of jurisdiction of county roads under the provisions of ORS 373.270; and

WHEREAS, the governing body of the City of Lebanon deems it necessary, expedient and for the best interests of the City of Lebanon to accept jurisdiction over a portion of CR 714, South Fifth Street, from the south R.O.W. line of Vaughn Lane to approximately 1,429 feet south to the northwest corner of Samuel Carroll DLC no. 64, to the same extent as the city has over other public streets and alleys of the City; and the City of Lebanon hereby requests surrender of the same of the Board of County Commissioners of Linn County;

NOW, THEREFORE, be it resolved by the City of Lebanon as follows:

Section 1. The governing body of the City of Lebanon hereby determines that it is necessary, expedient, and for the best interests of the city to accept jurisdiction over a portion of CR 714, South Fifth Street, from the south R.O.W. line of Vaughn Lane to approximately 1,429 feet south to the northwest corner of Samuel Carroll DLC no. 64.

Section 2. The City Council of the City of Lebanon hereby requests the Board of Commissioners for Linn County the surrender of jurisdiction of said portion of a portion of CR 714, South Fifth Street, from the south R.O.W. line of Vaughn Lane to approximately 1,429 feet south to the northwest corner of Samuel Carroll DLC no. 64.

Section 3. A copy of this resolution shall be forwarded by the City Administrator of the City of Lebanon to the Board of County Commissioners for Linn County upon the passage hereof.

Section 4. This resolution shall become effective immediately upon its passage.

Passed by the Council by a vote of 5 for and 1 against and approved by the Mayor this 14 day of June, 2006.


Kenneth I. Toombs, Mayor

ATTEST:


John E. Hitt, City Recorder

INTERGOVERNMENTAL AGREEMENT

(Pursuant to Linn County Order 2005-566)

THIS AGREEMENT is made and entered into by and between the City of Lebanon, a municipal corporation of the State of Oregon, (City) and Linn County, a political subdivision of the State of Oregon, (County) the promises of each being given in consideration of the promises of the other.

RECITALS

1. By the authority granted in ORS 190.010 through 190.030, units of local government may enter into agreements for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. A portion of CR 714, South Fifth Street, from the south R.O.W. line of Vaughn Lane to approximately 1,429 feet south to the northwest corner of Samuel Carroll DLC no. 64, hereinafter referred to as "Road"; is currently under jurisdiction of County and lying near or within the incorporated limits of City and in need of reconstruction due to future development.
3. As a successful participant in the Industrial Site Certification program, designed by the Governor of Oregon to promote economic development, the City of Lebanon has partnered with the State Oregon and Linn County to provide funding mechanisms for necessary infrastructure improvements to serve the Lowe's Regional Distribution Center (RDC) scheduled to locate in Lebanon.
4. City and County agree that improvements to Road should be coordinated and managed by City in conjunction with future development.
5. City and County agree that transfer of Road should be accompanied by a financial contribution from County representing the County's cost responsibility for the future improvement and that these funds may be used for the current needs of the Lowe's RDC roadway infrastructure improvements.

NOW THEREFORE, the premises being in general as stated in the foregoing recitals, it is agreed by and between the parties hereto as follows:

TERMS OF AGREEMENT

1. Upon execution of this agreement City and County agree to work cooperatively to carry out the provisions stated herein.

COUNTY OBLIGATIONS

1. County shall prepare a description of Road to be transferred and provide to City along with an appropriate Board of Commissioner's order offering to surrender jurisdiction of Road.
2. Upon receipt of a City resolution accepting jurisdiction, County shall provide payment in the amount of \$1,000,000 to City for accepting maintenance and future reconstruction responsibility for Road.

CITY OBLIGATIONS

1. City shall accept jurisdiction of Road by appropriate Council order or resolution.
2. City acknowledges that payment from County is from dedicated road funds and shall only use transferred funds in accordance with Oregon law.
3. City agrees not to extend the Northwest URD beyond the date necessary to implement the projects identified in the URD plan and report, as it may be amended, or to retire all URD indebtedness; but in any event not to exceed Dec. 31st 2040, or as may be required by state law.

GENERAL PROVISIONS

1. This agreement shall become effective upon the date that each party has signed this agreement and shall terminate upon parties completion of all obligations listed below or by mutual consent of both parties.
2. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.
3. To the extent allowed by the Oregon Constitution and ORS 39.260 through 30.300 each party agrees to hold the other party, its 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.
4. Upon reasonable written notice and during the normal business day each party may inspect, audit and copy the financial management records of the other party pertaining to the services performed under this agreement.
5. At all times each party shall be responsible for its own costs and attorney fees.
6. This agreement and attached exhibits constitute the entire agreement between the parties. Any modification to this agreement shall be in writing signed by the parties.

Signature Page Follows:

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written.

CITY OF LEBANON

By Kenneth I. Toombs
Hon. Ken Toombs, Mayor

Date Nov 9, 2005

APPROVED AS TO CONTENT

By John Hitt
John Hitt, City Administrator

LINN COUNTY, by and through its Board of Commissioners

By Roger Myquist
Roger Myquist, Chairman

By John Lindsey
John Lindsey, Commissioner

By Cliff Wooten
Cliff Wooten, Commissioner

Date 12/13/05

APPROVED AS TO CONTENT

By Darrin Lane
Darrin Lane, Roadmaster

APPROVED AS TO LEGAL SUFFICIENCY

By Brad Anderson
Brad Anderson, County Counsel

Approved as to form:

Thomas A. McHill OSB# 81312
Lebanon City Attorney

RETURN AGREEMENT TO:
Darrin L. Lane, Roadmaster
3010 Ferry St SW
Albany OR 97322