

**A RESOLUTION SURRENDERING
JURISDICTION OF CERTAIN COUNTY
ROADS**

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RESOLUTION NO. 2016-30

WHEREAS, the City Council of the City of Lebanon deems it necessary, expedient and for the best interest of the City of Lebanon to obtain jurisdiction over certain portions of Linn County Roads.

NOW, THEREFORE, BE IT RESOLVED:

Section 1. The City Council of the City of Lebanon hereby determines that it is necessary, expedient, and for the best interests of the City of Lebanon to accept jurisdiction over certain portions of Linn county roads described in Exhibit "A" attached hereto.

Section 2. The Lebanon City Council hereby requests the Board of Commissioners for Linn County to surrender jurisdiction of said portions of Linn County Roads.

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

Section 4. This Resolution is effective immediately upon its passage.

Passed by the Lebanon City Council and executed by the Mayor on this 14th day of September, 2016 by a vote of 5 yeas and 0 nays.

CITY OF LEBANON, OREGON



Paul R. Aziz, Mayor

Bob Elliott, Council President

ATTESTED BY:


Linda Kaser, City Clerk

EXHIBIT A

RUSSELL DRIVE/RIVER ROAD VICINITY IMPROVEMENT & JURISDICTIONAL TRANSFER

INTERGOVERNMENTAL AGREEMENT

(Pursuant to Linn County Resolution & Order No. 2016-140)

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. WHEREAS, ORS. 190.003 et seq. provides for intergovernmental cooperation in the interest of furthering economy and efficiency of local government; and
2. WHEREAS, ORS. 190.003 for purposes of such intergovernmental cooperation defines a unit of local government as including a county, city, district, or other public corporation, commission, authority, entity organized and existing under statute or city or county charter; and
3. WHEREAS, OR 190.010 provided that a unit of local government may enter into a written agreement with any other unit or units of local government for the performance of any or all functions and activities that a party to the agreement, its officers or agencies, have authority to perform; and
4. WHEREAS, Russell Drive (CR0718) and River Road (CR0719), from Primrose Street easterly to southeasterly a distance of approximately 4,550 linear feet, to the west side of the Linn County Bridge (0716-0076) crossing the Albany – Santiam Canal, Taylor Street (CR0778C) from Porter Street (CR0778) to Willow Street (CR0778A), and Willow Street from Taylor Street to Russell Drive, hereinafter referred to as "Project", are roads under the jurisdiction of the County, lying partially or entirely within the incorporated limits of the City, and are in need of improvement.
5. WHEREAS, City and County desires to make certain roadway improvements to Project including roadway widening/reconstruction, curbs, sidewalks/multi-use paths, driveways, and a storm drainage system, hereinafter referred to as "Improvements;" and
6. WHEREAS, County desires to forfeit jurisdiction of Project and City desires to obtain jurisdiction of Project prior to completion of Improvements.

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

TERMS OF AGREEMENT

The City will develop the plans and specifications, as well as provide construction management for the Improvements to the Project

A. COUNTY OBLIGATIONS

1. County shall review and comment on the proposed construction drawings and specifications prior to award of any construction contract. County shall provide funding to accommodate one-half of the contract construction cost of the Improvements to the Project (including unforeseen change orders), excluding any domestic water or sanitary sewer facilities and subject to the maximum amount shown in A.2. below.
2. After City opens bids but before contract is awarded, County shall provide bid award recommendation concurrence to City. Upon concurrence, the County shall be obligated to one-half the construction costs of Improvements, up to a maximum of \$1,250,000.
3. County shall reimburse City every two months based on construction pay estimates for approved Improvements.
4. County shall surrender jurisdiction of Project by appropriate Board of Commissioners action prior to completion of the Improvements.

B. CITY OBLIGATIONS

1. City shall prepare plans, specification, and contracts for the Improvements. City shall also advertise for bids and award the contract for Improvements (upon County concurrence).
2. The City shall provide construction management and inspection for the duration of the construction of Improvements, which will include preparation of invoicing to the County.
3. After City opens bids, but before contract is awarded, City shall provide bid award recommendation to County for concurrence.
4. City shall request jurisdiction of Project by appropriate Council action prior to the completion of the Improvements.


C. 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 Oregon Constitution and ORS 30.260 through 30.300 each party agrees to defend, indemnify, and – hold harmless the other party, its officers, agents, and employees, against any claims for injury or damages 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 
Mayor

Date 9/15/16


APPROVED AS TO LEGAL SUFFICIENCY

By 
City Attorney

LINN COUNTY, by and through its Board of Commissioners


By 
Roger Nyquist, Chairman

By 
John Lindsey, Commissioner

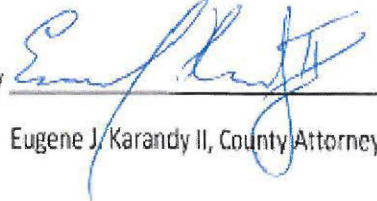
By 
William C. Ticker, Commissioner

Date August 23, 2016

APPROVED AS TO CONTENT

By 
Darrin L. Lane, Roadmaster

APPROVED AS TO LEGAL SUFFICIENCY

By 
Eugene J. Karandy II, County Attorney

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

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BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR LINN COUNTY

IN THE MATTER OF TRANSFER OF
JURISDICTION OF A PORTION OF CERTAIN
COUNTY ROADS TO THE CITY OF LEBANON
[RUSSELL DRIVE (CR0718), RIVER ROAD
(CR0719), WILLOW STREET (CR0778A), AND
TAYLOR STREET (CR0778C)]

RESOLUTION &
ORDER NO. 2016-331
(Transfer Jurisdiction)

COMES NOW, Darrin L. Lane, Linn County Roadmaster, in a regularly scheduled and duly
advertised meeting on October 19, 2016 and respectfully requests that the Board
of County Commissioners for Linn County (Board), transfer jurisdiction of a portion of Russell Drive, River
Road, Willow Street and Taylor Street to the City of Lebanon; and,

WHEREAS, The Board and the City of Lebanon, having initiated an action by an Intergovernmental
Agreement dated August 23, 2016 pursuant to Resolution and Order No. 2016-140, and by City of Lebanon
Resolution No. 2016-30 (Exhibit 1, attached hereto), requesting transfer of jurisdiction of a certain portion
of Russell Drive, River Road, Willow Street and Taylor Street to the City of Lebanon;

WHEREAS, The Board having conducted proceedings pursuant to ORS 373.270 and having given
Notice (Exhibit 2, attached hereto), as required by law, and held a public hearing on the matter on
October 19, 2016 at 9:35 a.m., in the Board of Commissioners Meeting Room 200 of the Linn County
Courthouse, Albany, Oregon; and,



1 WHEREAS, No objection(s) being received, and being fully advised by staff, the Board finds that it
2 is necessary, expedient, or for the best interest of the County to surrender jurisdiction over a portion of
3 Russell Drive (CR0718), River Road (CR0719), Willow Street (CR0778A) and Taylor Street (CR0778C), as
4 shown on the attached map (Exhibit 3); and, now, therefore, be it,


5 **RESOLVED**, That a portion of Russell Drive, River Road, Willow Street and Taylor Street, County
6 roads, as shown on Exhibit 3, be and are hereby surrendered to the jurisdiction of the City of Lebanon; and,

7 **ORDERED**, That county staff provide a fully-executed copy of this resolution and order to the
8 City of Lebanon.


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10 Dated this 19th day of October, 2016

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12 BOARD OF COUNTY COMMISSIONERS
FOR LINN COUNTY

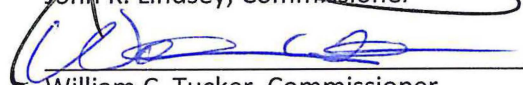
AYE NO

13 
14 Roger Nyquist, Chairman

X

15 
16 John K. Lindsey, Commissioner


X

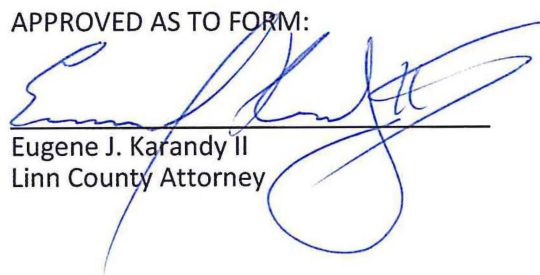
17 
18 William C. Tucker, Commissioner

X

19 APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

20 
21 Darrin L. Lane, P.E.
Linn County Roadmaster

22 
23 Eugene J. Karandy II
Linn County Attorney



Russell Drive/River Road Vicinity Improvements & Jurisdictional Transfer

Highlighted Segements to be Transferred
Pursuant to Linn County Resolution & Order No. 2016-140

