

**RESOLUTION REQUESTING THE BOARD OF
COMMISSIONERS OF LINN COUNTY TO
SURRENDER JURISDICTION OF CERTAIN
COUNTY ROADS**

) **RESOLUTION NO. 2021-07**
)
)
)

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 by the Council of the City of Lebanon as follows:

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

SECTION 3:

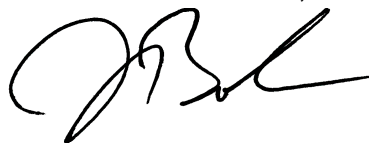
A copy of this resolution shall be forwarded by the City Manager of the City of Lebanon to the Board of Commissioners of Linn County upon the passage hereof.

SECTION 4:

This Resolution shall be effective immediately upon passage.

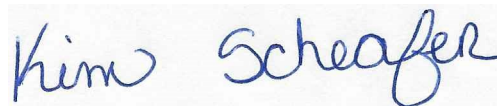
Passed by the Lebanon City Council and executed by the Council President on this 12th day of May 2021, by a vote of 5 yeas and 0 nays.

CITY OF LEBANON, OREGON



Paul R. Aziz, Mayor
Jason Bolen, Council President

ATTESTED:



Kim Scheafer, MMC, City Recorder

EXHIBIT A

AIRPORT ROAD/STOLTZ HILL ROAD INTERSECTION IMPROVEMENT & JURISDICTIONAL TRANSFER

INTERGOVERNMENTAL AGREEMENT

(Pursuant to Linn County Resolution & Order No. 2021-086)

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 provides 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, Stoltz Hill Road (CR0739) right-of-way, from the intersection of Airport Road (CR0707) southwesterly approximately 140 linear feet to the south property line of tax lot 12S 02W 15CA 00800, hereinafter referred to as "Project", is a road under the jurisdiction of County, lying partially or entirely within the incorporated limits of City, and is in need of improvement.
5. WHEREAS, City and County desire to make certain roadway improvements to Project including installation of an intersection traffic signal, roadway reconstruction, striping, curb & gutter, sidewalks/multi-use paths, access ramps, driveways, and a minor extension of 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 foregoing recitals, it is agreed by and between the parties hereto as follows:

TERMS OF AGREEMENT

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 cover one-quarter of the contract construction cost of the traffic signal Improvements to the Project (including unforeseen change orders), and one-half of the contract construction cost for roadway improvements to Stoltz Hill Road (including roadway reconstruction, striping, curb & gutter, sidewalks/multi-use paths, access ramps, driveways, minor extension of a storm drainage system, restoration, and unforeseen change orders, but excluding any domestic water or sanitary sewer facility work) 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, County shall be obligated to cover construction costs associated with improvements as described in A.1. above.
3. County shall reimburse City during construction 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. City shall provide County a cost estimate prior to bidding for budgeting purposes only. Actual reimbursement from County shall be based on actual costs for approved construction work.
3. City shall provide construction management and inspection for the duration of the construction of Improvements, which will include preparation of invoicing to County.
4. After City opens bids, but before contract is awarded, City shall provide bid award recommendation to County for concurrence.

5. 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 
xxxxx Council President
Mayor

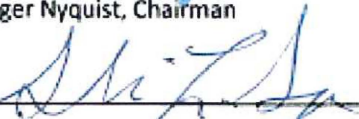
Date May 12, 2021


APPROVED AS TO LEGAL SUFFICIENCY

By 
City Attorney

LINN COUNTY, by and through its Board of Commissioners

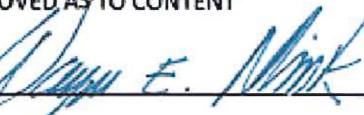
By 
Roger Nyquist, Chairman

By 
Sherrie Sprenger, Commissioner


By 
William C. Tucker
Commissioner

Date 4-6-2021

APPROVED AS TO CONTENT

By 
Wayne Mink, Roadmaster

APPROVED AS TO LEGAL SUFFICIENCY

By 
Eugene J. Karandy II, County Attorney

RETURN AGREEMENT TO:
Wayne Mink, Roadmaster
3010 Ferry St SW
Albany, OR 97322