

RESOLUTION NO. 4373

A RESOLUTION ACCEPTING TRANSFER OF JURISDICTION OF A PORTION OF NE KNOX BUTTE ROAD, WHICH HAS BEEN GRANTED BY LINN COUNTY FROM I-5 TO 450 FEET EAST OF TIMBER STREET AND THE TRAFFIC SIGNAL AT THE INTERSECTION OF KNOX BUTTE ROAD AND TIMBER STREET.

WHEREAS, the construction was completed for project SI-96-15, in August 1997; and


WHEREAS, the portion of Knox Butte Road was improved by the County; and

WHEREAS, the Linn County Board of Commissioners has by Order No. 2000-668 initiated the transfer of jurisdiction of said portion of Knox Butte Road and the traffic signal at the intersection of Knox Butte Road and Timber Street; and

WHEREAS, the City of Albany wishes to accept the jurisdiction for said portion of Knox Butte Road and the traffic signal at the intersection of Knox Butte Road and Timber Street.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby accepts jurisdiction for the portion of Knox Butte Road lying east of I-5 to a point 450 feet east of Timber Street and the traffic signal at the intersection of Knox Butte Road and Timber Street.

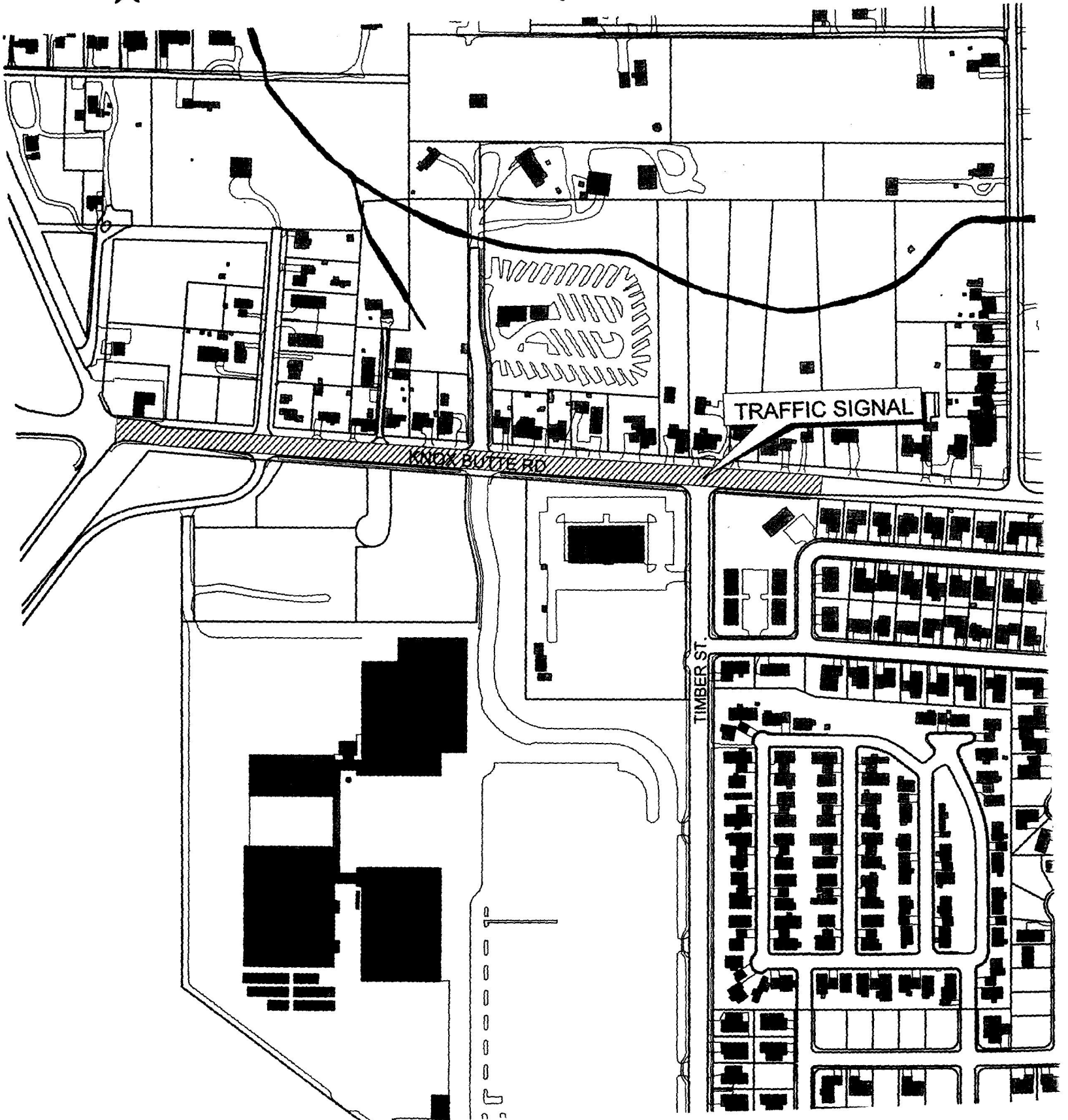
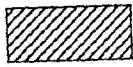
DATED THIS 18TH DAY OF DECEMBER 2000.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Recorder

Knox Butte Road Improvements  
by Linn County -- SI-96-15



**FILED**

DEC 13 2000

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR LINN COUNTY

DAVID R. SCHMIDT, Clerk  
*John Lindsey*  
Deputy

IN THE MATTER OF THE  
TRANSFER OF JURISDICTION  
OF A PORTION OF KNOX BUTTE  
ROAD TO THE CITY OF ALBANY

RESOLUTION NO. 2000-668  
(County Road No. 7)

COMES NOW, Darrin Lane, Linn County Roadmaster, in a regularly scheduled and duly advertised meeting on December 13, 2000 and respectfully requests the Board of County Commissioners approve his request to transfer jurisdiction of a portion of County Road #7, Knox Butte Road, described in Exhibit I to the City of Albany, and

Having conducted proceedings pursuant to ORS 373.270, and having given notice as required by law and held a public hearing on December 13, 2000, at 9:45 a.m., in the Commissioners Meeting Room 200 of the Linn County Courthouse, Albany, Oregon, and no objection being received, and now being fully advised by staff,

HEREBY determines that it is necessary, expedient or for the best interest of the County to surrender jurisdiction over a portion of County Road No. 7, Knox Butte Road; and

NOW, THEREFORE, it is hereby ORDERED that the said road described in Exhibit 1, be and is hereby surrendered to the jurisdiction of the City of Albany;

It is further ORDERED that the Linn County Clerk transmit a certified copy of this order to the City of Albany, to the attention of the City Administrator.

Ordered this 13<sup>th</sup>, day of December, 2000.  
Dated this 13<sup>th</sup>, day of December, 2000.

BOARD OF COUNTY COMMISSIONERS  
FOR LINN COUNTY

*David R. Schmidt*  
David R. Schmidt, Chairperson

*John K. Lindsey*  
John K. Lindsey, Commissioner

**ABSENT**

Catherine Skiens, Commissioner

APPROVED AS TO FORM:

*Tom Corr*  
Tom Corr  
Linn County Legal Counsel

**EXHIBIT 1**  
(Pursuant to Order No. 2000-668)

All that portion of County Road No. 7, Knox Butte Road, as accepted in Volume 10, Page 102 of the Linn County Road Records lying within the following described property.

That portion of Knox Butte Road beginning 450 feet East of the centerline intersection of Timber Street and running thence Westerly to the Easterly right-of-way of the Oregon Interstate Highway No. 5, including the traffic signal located at the intersection of Knox Butte Road and Timber Street as well as all other roadway appurtenances.

**INTERGOVERNMENTAL AGREEMENT**  
(Pursuant to Linn County Order No. 2000-667)

This Intergovernmental Agreement made and entered into in duplicate original as of the 22<sup>nd</sup> day of December 2000, by and between the County of Linn ("County"), a Political Subdivision of the State of Oregon, and the City of Albany ("City"), a Municipal Corporation, organized and existing under the laws of the State of Oregon.

**RECITALS**

The State of Oregon has declared it to be a matter of statewide concern to promote intergovernmental cooperation for the purposes of furthering economic growth and efficiency in local government; and

Oregon Statutes grant general authority for Intergovernmental Agreements by units of local government pursuant to the provisions of ORS 190.010 to 190.110; 368.016(2); 373.260; and 294.950(2); and

Certain roadways presently exist within the urban growth boundary within and without of the City for which County presently retains jurisdiction, control, and maintenance responsibility; and

The parties, by this Agreement, desire to define an orderly process which they may utilize to determine the method and timeliness of the transfer of jurisdiction and maintenance responsibility for County roads within the City's Urban Growth Boundaries.

**NOW, THEREFORE**, in consideration of the recitals above and mutual covenants, terms, provisions, and performances as set forth below, the parties mutually agree as follows:

**1. Preeminence of this Agreement over prior Intergovernmental Agreements concerning Knox Butte Road**

1.1 This Agreement supercedes and supplements prior Intergovernmental Agreements as they relate to the proposed transfer from the County to the City of Knox Butte Road. As such, this Agreement supplements and modifies an Agreement dated May 26, 1995, Linn County Order No. 95-232; an Agreement dated December 18, 1996, Linn County Order No. 96-499; an Agreement dated August 20, 1997, Linn County Order No. 97-217; and an Agreement dated December 31, 1998, Linn County Order No. 98-562. The aforesaid Agreements remain in full force and effect except to the extent that they are modified or supplemented by this Agreement. Said agreements are attached as Exhibits 1, 2, 3, and 4.

1.2 Within 30 days of execution of this agreement, the parties shall process and adopt the appropriate order and/or resolution to transfer Knox Butte Road, from Interstate 5 to 450 feet east of to Timber Street, from the County to the City without further compensation.

**2. Roadways Subject to this Intergovernmental Agreement**

2.1 Set forth below are the County roads within the City's Urban Growth Boundary which are expressly subject to the terms of this Agreement. This list may be supplemented or modified from time to time by mutual agreement of the parties.

<b>ROAD TRANSFER LIST</b>	
39 <sup>th</sup> Avenue	40 <sup>th</sup> Avenue
* 53 <sup>rd</sup> Avenue	* Broadway Street
* Clover Ridge Road	Ellingson Road
Empire Street	Empire Way
Glendale Street	* Goldfish Farm Road
* Grand Prairie Drive	Juan Way
Kennel Road	* Knox Butte Road
Lochner Road	San Felicia Avenue
Scravel Hill Road	Seven Mile Lane
* Three Lakes Road	
* Roads denoted with an asterisk are considered high priority for transfer consideration.	

### 3. Design and Construction

- 3.1 This section applies when, as a precondition to transfer, County improves the roadway prior to City acceptance of jurisdiction and maintenance responsibility.
- 3.2 This section prescribes the design standards that will be utilized whenever a roadway or other improvements are being installed as a part of a transfer from County to City jurisdiction.
- 3.3 City will accept County's Urban Roadway Standards for Counties current operational classification or as amended subject to section 3.8.
  - 3.3.1 Sidewalks shall be designed in accordance with the *Oregon Bicycle and Pedestrian Plan* (ODOT June 14, 1995), based upon availability of existing Right-of-Way (ROW) for the installation of the full improvement.
  - 3.3.2 Sidewalks shall be set back in accordance with the City Development Standards if sufficient ROW is available. Should sufficient right-of-way not be available for the full improvement, curbside sidewalks shall be acceptable.
  - 3.3.3 Structural road sections shall be designed in accordance with the *Asphalt Paving Design Guide* (December 1998), tables 4.1, 4.2, and 4.3, attached hereto as Exhibits 5, 6, and 7.
    - 3.3.3.1 The road sections shall be designed to achieve a ninety percent (90%) reliability factor over a twenty (20) year useful life.

- 3.3.3.2 Equivalent axle loads and traffic loadings shall be mutually determined by City and County.
- 3.3.3.3 Should City desire greater road sections, it shall pay the marginal difference.
- 3.3.4 Storm drainage shall be designed to capture and transport all flows from a 10-year rainfall event for the right-of-way and existing off-site contribution as utilized in the rational method of calculation.
  - 3.3.4.1 In urban improvement sections, the drainage system shall normally be designed as an enclosed system, except as may be agreed upon by the parties or as may be required by State or Federal regulations.
  - 3.3.4.2 Should City desire greater storm drainage system improvements, it shall pay the marginal difference.
  - 3.3.4.3 The storm drainage system shall be designed in accordance with currently adopted urban standards, inclusive of water quality and quantity management.
- 3.4 City will accept County bridge standards (i.e., HS-20 Load Standards). Bridges not meeting the design criteria will be reconstructed by County prior to transfer, either by third party contract or force account personnel, at County's option. City may request equivalent funds in lieu of reconstruction.
  - 3.4.1 If City desires a design that exceeds minimum County standards, the City will pay the marginal difference.
- 3.5 City standards for water, sewer, and street lighting will apply as per design standards adopted by City in year 2000 or as amended.
- 3.6 Design and Construction Responsibility
  - 3.6.1 Prior to the design of any roadway or related utility, the City and County shall agree upon or jointly establish grades.
  - 3.6.2 City shall have primary responsibility for the design of the roadway utilities (i.e. water, sewer, street lighting, etc.).
  - 3.6.3 County shall have primary responsibility for the design of the roadway and associated roadway facilities (i.e. sidewalks and storm drainage).
- 3.7 Each party shall be responsible for inspection of the construction work for which they have design responsibility.
- 3.8 Within twelve months of the effective date of the agreement, the parties shall resolve the difference in existing roadway classifications. Subsequent designs shall be based upon the agreed upon classification.

#### **4. Bases for Computing Cash Payment in lieu of Roadway Improvement**

- 4.1 This section applies in those circumstances where City accepts jurisdiction and maintenance responsibility of a roadway in its existing condition without improvement by County prior to transfer.
- 4.2 Financial payments in lieu of roadway reconstruction shall be based on a calculation of the value of the improvements, as detailed in this section, over a twenty (20) year useful life. Calculations shall be made consistent with the principles described within the latest edition of Principles of Engineering Economy, by Grant and Iverson.
  - 4.2.1 In determining the twenty (20) year present work calculation, the parties shall use the current *R.S. Means* as the basis for estimating construction costs, current value, and salvage value (if any), unless they mutual agree to use other estimating techniques.
  - 4.2.2 The items to be considered in order to maintain the roadway for its intended twenty (20) year future life shall be:
    - 4.2.2.1 Slurry Seal at seven (7) years and at fourteen (14) years.
    - 4.2.2.2 A two-inch grind/overlay at twenty (20) years.
    - 4.2.2.3 The value of sweeping the roadway once a month.
    - 4.2.2.4 The value of re-striping the roadway once per year.
    - 4.2.2.5 All other items which are not specifically identified in 4.2.2.1, 4.2.2.2, 4.2.2.3, 4.2.2.4 shall be excluded.
- 4.3 The sum of money paid by County to City representing the twenty (20) year present worth shall include an interest factor which shall be calculated by utilizing the preceding three (3) year rolling averages of the LGPI published interest rate for municipal investments. The financial contribution from County to City shall also include a discount value based upon the inflation value documented by the ENR-Seattle Construction Cost Index.
  - 4.3.1 If City is accepting from County a roadway that has been improved to qualifying standards within the preceding thirty-six (36) months the City shall accept the roadway without any additional maintenance compensation.

#### **5. Subsequent Reimbursement Agreement(s)**

- 5.1 The parties hereto express their intent to develop a subsequent reimbursement Agreement that would be utilized in those circumstances where benefited, privately-owned property develops subsequent to a roadway improvement and transfer having taken place. In these circumstances, the Agreement shall be used to develop an Ordinance whereby City shall impose an in lieu of assessment fee against subsequently developing properties based upon the original capital construction cost plus an annual adjustment based upon the Seattle ENR-Construction Cost Index. City retains discretion concerning the terms of this Ordinance and/or its adoption. The City will solicit the input of the County during the drafting process.



5.2 In those circumstances where County has made the entire improvement, City will pass through fees received to County. If City and County have shared an improvement cost, they shall share in the fee on a pro-rata basis.

**6. Notification Regarding Potential Roadway Improvements**

6.1 City agrees to notify County of proposed Site Improvement Projects, Site Plan Reviews or potential Local Improvement Districts which might result in the improvement of County roads within City's UGB.

6.2 County agrees to notify City of proposed construction or reconstruction of any County roads within City's UGB to insure proper coordination of various improvements.

**7. Resource Sharing**

7.1 In order to minimize the cost of various roadway maintenance activities to the citizens of the City and County, the parties agree to contract with one another (subject to availability) for the performance of services in connection with this Agreement in those circumstances where one party has the expertise or resources to perform the service in the most cost-effective manner.

**8. Dispute Resolution**

8.1 The parties agree to resolve all disputes that may arise pursuant to the terms of this Agreement by binding Arbitration. In the event that the parties cannot agree upon a single mutually acceptable Arbiter, they shall apply to the presiding Judge of Linn County for the appointment of such an Arbiter. The costs of Arbitration shall be borne equally by both parties and the Arbiter's decision shall be binding and final. This Arbitration Clause shall not obligate either party to transfer or accept a roadway in the event of a disagreement. Arbitration shall only be utilized to resolve disputes that arise subsequent to a transfer decision having been made and accepted.

**9. Segregation of Funds**

9.1 Should County pay City an amount computed to be the twenty (20) year, present worth value of the maintenance of a particular roadway, City agrees to maintain said funds in a segregated account reserved for such purpose. The reserve account shall be roadway and section specific.

**10. County Participation when Roadway is to be Improved by Third Party(ies)**

10.1 If a County roadway within the City's UGB is proposed for improvement by a third party(ies), usually as a condition of development, County agrees to contribute its appropriate share based upon current and projected County use, exclusive of the new third-party development. This obligation shall be subject to County having sufficient funds and/or resources available for said purpose and shall be computed as if County were making the improvements pursuant to paragraph three (3) above. The contribution may be made either to the City or directly to the third party. Absent the immediate availability of said resources, the County will develop a methodology to reimburse said third parties for the County's proportional share of the construction cost.

10.2 Under a specific project, the County may make the contribution by utilizing force account personnel, materials, or contracts.

**11. Term**

11.1 This Agreement shall be perpetual so long as there are County's roads with City's UGB. Either party may terminate this Agreement upon two (2) years written notice to the other.

**12. Road Transfer Agreement Flow Chart**


12.1 Attached hereto as Exhibit 8 is a road transfer process flow chart that shall be used to interpret the respective obligations of the parties hereto. In the event of a conflict between the flow chart and the written text, the terms of the text shall control.


DATED this 13<sup>th</sup> day of November 2000.


DATED this 22<sup>nd</sup> day of Dec. 2000.

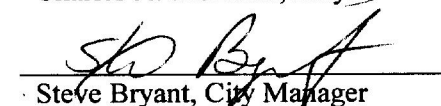
**FOR THE COUNTY OF LINN  
BOARD OF COMMISSIONERS:**

**FOR THE CITY OF ALBANY:**

  
\_\_\_\_\_  
David R. Schmidt, Commissioner

  
\_\_\_\_\_  
Charles A. McLaran, Mayor

  
\_\_\_\_\_  
John K. Lindsey, Commissioner


  
\_\_\_\_\_  
Steve Bryant, City Manager

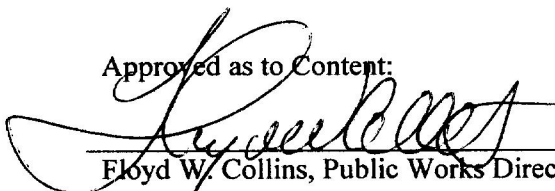
**ABSENT**

\_\_\_\_\_  
Catherine Skiens, Commissioner

Approved as to Content:


Approved as to Content:

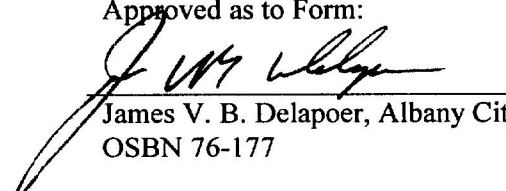
  
\_\_\_\_\_  
Darrin Lane, Roadmaster

  
\_\_\_\_\_  
Floyd W. Collins, Public Works Director

Approved as to Form:

Approved as to Form:

  
\_\_\_\_\_  
Thomas N. Corr, Linn County Legal Counsel  
OSBN 87-386

  
\_\_\_\_\_  
James V. B. Delapoer, Albany City Attorney  
OSBN 76-177

- EXHIBITS: 1 - Linn County Order No. 95-232 (May 26, 1995)  
2 - Linn County Order No. 96-499 (December 18, 1996)  
3 - Linn County Order No. 97-217 (August 20, 1997)  
4 - Linn County Order No. 98-562 (December 31, 1998)  
5 - Local Street Design Table  
6 - Collector and Arterial Street Design Table  
7 - Secondary and Rural Road Design Table  
8 - Process Flow Chart

## INTERGOVERNMENTAL AGREEMENT

(Pursuant to Linn County Order #95-232)

This Intergovernmental Agreement made and entered into in duplicate original as of the 24 day of May, 1995, by and between the County of Linn ("County"), a political subdivision of the State of Oregon, and the City of Albany ("City"), a municipal corporation, organized and existing under the laws of the State of Oregon.

### RECITALS

The State of Oregon has declared it to be a matter of state-wide concern to promote inter-governmental cooperation for the purposes of furthering economic growth and efficiency in local government.

Oregon Statutes grant general authority for Intergovernmental Agreements by units of local government pursuant to the provisions of ORS 190.010 to 190.110; 368.016(2); 373.260; and 294.950(2).

The parties have expressed their desire to construct a new Linn County Fairgrounds/Exposition Center in Linn County, specifically on Knox Butte Road and west of Timber Street ("Project").

The County and the City have deemed it to be to their mutual advantage and to the best interest of their respective constituencies to enter into this Intergovernmental Agreement to proceed with the Project.

The parties have expressed the need for cooperation between the parties and that such cooperation is essential to the acquisition of the best facilities possible. This joint Project is a major County-City partnership. It will produce a large complex of modern facilities including fair, livestock, conference, and exposition facilities. The Project will be a significant asset to both the County and the City.

NOW, THEREFORE, in consideration of the recitals above and the mutual covenants, terms, provisions, and performances as set forth below, the parties mutually agree as follows:

#### 1 Land Ownership and Use

1.1 The City shall convey to the County the 35.25 acre parcel described in Appendix 1 in the following manner and within the times stated.

1.1.1 Upon approval of the Conditional Use application, the end of the land use appeal time lines on that application, and completion of the partition plat action, the City shall by instrument convey to the County fee title to that portion of the property described in Appendix 1 that is north of the present Dogwood Avenue also known as Second Avenue.

- 1.1.2 Prior to conveying the balance of the property, more specifically described in Appendix 1 as lying between the north boundary of the existing Dogwood Avenue alignment and the north boundary of the proposed Dogwood Avenue alignment, concurrently with the property transfer described in Section 1.1.1 the City shall grant the County a public access easement over that property. The public access easement shall be a matter of public record and permit construction of public roads and Fairgrounds/Exposition Center use.
- 1.1.3 The City agrees to apply to and obtain from the National Parks Service all necessary conversion authorizations including specifically the subject public access easement area unless such application(s) for conversion(s) is/are determined to be unnecessary. The County agrees to bear the following costs: (1) if required, all out-of-pocket costs for any substitute land acquisition, appraisal, and surveys, and (2) in-kind staff costs not to exceed \$3,000 associated with such conversion. Should such substitute property acquisition be required, the County's liability shall be limited to the equivalent amount represented by that portion of property actually converted to Fairgrounds/Exposition property use and not including property converted for right-of-way purposes. The County shall further indemnify the City from any penalties, costs, or liabilities imposed by the federal government arising from this Agreement.
- 1.1.4 Upon acceptance of the conversion application or a determination that such conversion is unnecessary, the City shall convey to the County fee title to the balance of the property, more specifically described in Appendix 1 as lying between the north boundary of the existing Dogwood Avenue alignment and the north boundary of the proposed Dogwood Avenue alignment. If conversion is found to be unnecessary under applicable federal law prior to approval of the Conditional Use application, the end of the land use appeal time lines on that application, and completion of the partition plat action, the City shall convey to the County fee title to the entire 35.25 acre property described in Appendix 1.
- 1.2 The application and partitions actions shall provide not less than six (6) acres of City property fronting Knox Butte Road for use as a future development site. This development site, referred to hereafter as Parcel A, shall have access to the Project entry road and shall not have any acreage used for wetlands mitigation. The City shall permit the use of Parcel A as a staging area until completion of the construction of the Project, or until October 1, 1996, whichever comes first. After its use of Parcel A, but not later than October 1, 1996, the County shall restore Parcel A to its original state. This requirement to restore Parcel A to its original state does not preclude the County and the City mutually agreeing to restore Parcel A to any other condition. Notwith-

standing the above, upon acceptance of the development proposal by the City for Parcel A and 90 days written notice to the County, the County will restore Parcel A to its original state or other mutually agreed upon condition. The County shall indemnify the City for any claims arising from the County's use of Parcel A. In no event is the County agreeing to indemnify the City for any claims arising from the sole negligence of the City in its use of Parcel A. The City shall cooperate with the County in any County action against its contractor(s) in the event that the contractor's action is the cause of the claim.

- 1.3 The County shall provide all resources required to prepare the City's partition plat application and their conditional use permit application and shall defend, at County expense, partitioning and conditional use approval decisions if appealed. The City shall produce the record to the City Council if the matter is appealed to it and the City shall bear all costs to produce the record.
- 1.4 The City shall permit the "Windsock" area to be improved to a point allowing intermittent overflow parking. The County's use of said area shall be nonexclusive and only revocable by the City under one of the following three circumstances:
  - 1.4.1 after written notice from the City that it has received notice from the FAA that the use is inconsistent with Federal Aviation Regulations, or
  - 1.4.2 upon conversion of the "Windsock" area to another use, or
  - 1.4.3 for any reason at the discretion of the City, following one year's written notice to the County. However, in no event shall the City be entitled to revoke the County's right of use under this section before July 1, 1999.

## **2 Project Design and Approval**

- 2.1 The County agrees to fully include the City in all aspects of the project and facility design development process through the Citizen Design Committee.
- 2.2 The County agrees to proceed through the standard project development approval process.

## **3 Road Improvements**

- 3.1 The County agrees to provide the improvements required by the conditional use permit on Knox Butte Road. Upon completion of those improvements, the City agrees to assume ownership of the remaining County owned portion of Knox Butte Road within the City. The County further agrees to actively pursue ODOT approval of the bike lane improvements through the I-5 interchange as recommended by the County traffic study and as required by conditional use permit approval.
- 3.2 The County agrees to participate in the Timber Street-Dogwood Avenue local improvement district ("LID") process and, if the LID is approved, to assume the City's entire share of the assessments to improve those city streets not including any cost for sewer improvements and including water costs as estimated in Appendix 2, Timber Street-Dogwood Avenue LID Engineer's Report and Preliminary Assessments. The Dogwood improvements include

extending Dogwood Avenue to the west straight along the south boundary of the project property. The City agrees that all improvements shall be made to dedicated City streets or public access easements that are a matter of public record. The County recognizes and accepts the City's exclusive discretion to determine benefit and allocate assessments in the creation of the local improvement district and further, recognizes that the assessment information referred to in Appendix 2 is preliminary only and is subject to change by the City Council.

- 3.3 Because, at County request, the local improvement district improvements are likely to extend over a two-year period and because LID assessments cannot be levied until final completion, the County agrees to provide interim financing to pay all contractor expenses and City engineering, legal, and administration (ELA) expenses as follows. For that work completed before January 1, 1996, the County shall make monthly payments to the City for that portion of the construction completed and billed that month under contract plus 5% of that monthly billing for ELA. Upon levying of final assessments for the LID project, the County shall, within 30 days, reimburse the City for the LID cost assessed to the County under the terms of this Agreement. Concurrently, the City shall, within 30 days, reimburse to the County for that amount advanced by the County for the LID work completed before January 1, 1996, as specified previously.
- 3.4 The County agrees that the Project entry road shall be a county road constructed to county standards and shall allow public access to Parcel A. Parcel A site shall have access constructed at County expense and that access shall include a 36-foot-wide, curbed and guttered, driveway twenty feet in length and built to the same structural standard as the project entry road and an entry gate to control access until Parcel A is developed.
- 3.5 Concurrent with the conveyance by the City of the property described in Sections 1.1.1 and 1.1.2, the County shall place into escrow \$500,000 subject to the following conditions which shall be the basis for escrow instructions:
  - 3.5.1 The improvement project for Price Road shall connect the west end of the extension of Dogwood Avenue discussed in Section 3.2 to the intersection of Price Road and Blue Ox Drive, a distance approximately 3300 feet in length;
  - 3.5.2 The Price Road improvement project at a minimum shall include two 11-foot paved travel lanes, and an equivalent structural section of ten inches of asphalt.
  - 3.5.3 The City may only withdraw from the escrow account, both deposit and interest, following award of a contract to improve Price Road as described herein. If a contract is not awarded within three years of this Agreement the entire escrow deposit and interest earned thereon shall be returned to the County. If all of the escrow deposit including interest earned thereon is not used in the road improvement portion of

the project, the entire remaining balance shall be returned to the County.

3.5.4 The City agrees that the Price Road improvement shall be a City project and that the improved Price Road shall become a public road or a public right-of-way that is a matter of public record to allow the use of road fund monies described in Section 6.

3.6 The City agrees to actively pursue ODOT approval of an amendment to the City Transportation Master Plan to determine the future connection of Price Road to Highway 20.

#### 4 **Fairgrounds/Exposition Center Management & Operation**

4.1 The County agrees that the consultant contracted by the County to develop a management, promotional, and operation plan for the Project and to develop an organizational plan for Linn County tourism and visitor industry promotion shall review the issue of City representation on the "facility advisory body". The consultant shall provide recommendations addressing this issue in the final report and presentation which shall be made fully available to the City. At a minimum, the body shall be created to advise the County on policy decisions regarding the management and operations of the facility, which shall include representation of at least one person (City representation by more than one person shall be at the sole discretion of the County) designated by the Albany City Council.

4.2 The County agrees to provide short-term marketing services to support the opening and early operation of the fairgrounds/expo center.

#### 5 **Financing.**

5.1 The City agrees to provide not less than \$2,300,000 to the County for the construction of the project. Those funds shall be provided to the County no earlier than February 1, 1996, and shall be subject to the following disbursement schedule and conditions: 50% upon certification by the architect that 50% of the entire project has been completed ("entire project" means all improvements shown on the approved site plan). The next 25% shall be provided upon certification by the architect that 75% of the entire project has been completed. Notwithstanding any failure to complete a bike path along Knox Butte Road through the west side of I-5, the remaining balance shall be paid upon the Architect's certification of 100% completion of all other improvements shown on the site plan and conditional use permit.

#### 6 **Spending Limitations and Revenue Sharing on Rights-of-Ways.**

6.1 The parties agree pursuant to ORS 294.950(2) that any monies obtained from appropriations under ORS 366.524 and 366.800 shall be limited to those uses allowed in Oregon Constitution, Article IX, §3 and 3a.

6.2 The City by this Agreement gives its consent as required by ORS 368.016(2) to apply County monies on County local access roads inside the City as are herein described.

6.3 The County and the City also mutually agree, pursuant to ORS 373.260, that the proportionate shares stated herein may be applied to construct, improve, repair or acquire rights-of-ways as described herein that are needed for the Project within the City's geographic limits.

7 **Term of This Agreement.**

7.1 This Agreement becomes effective on May 24, 1995.

7.2 This Agreement terminates when both parties have completed all the terms and conditions of this Agreement or when it has been terminated pursuant to Section 9.

8 **Number of Originals.**

8.1 Duplicate originals of this Agreement shall be executed by the parties and retained by the respective clerks.

9 **Termination.**

9.1 **Non-Appropriation Funding.** The County reserves the right to terminate this Agreement at the end of any fiscal year by giving the City written notice by April 1st of the year in which the Agreement is to terminate. The County covenants to exercise this right only upon good and substantial cause. The reason for this covenant is that the County is bound to the local budget laws and is required, at a minimum, to plan expenditures and service in advance upon a fiscal year basis.

9.2 **Termination With Cause.** Either party may terminate this Agreement at any time for cause upon written notice to the other party. Termination with cause is limited to violations of any of the terms of this Agreement.

9.3 **Rights Upon Termination.** Unless otherwise provided herein, upon termination of this Agreement, the rights and duties of each party hereunder shall terminate; provided however, that such action shall not release either party from any obligations to the other arising out of an act or omission which occurred prior to such termination. Such termination shall be without prejudice to any obligations or liabilities of either party already occurred prior to such termination.

10 **Liability Insurance.**

10.1 Each of the parties shall maintain liability insurance satisfying the Oregon Tort Claims Act.

11 **Entire Agreement; Modification.**

11.1 This Agreement constitutes the entire understanding of the parties hereto and supersedes any and all written or oral agreements, representations, or understandings. No modifications, discharges, amendments, or alterations thereof shall be considered executed by, or binding upon, either party unless and until signed by one authorized officer of such party. If, however, state or federal laws or regulations change in a way that renders any provision hereof illegal or void, this Agreement shall be deemed amended to conform with those changes in laws or regulations effective as of the date such laws or regulations become effective.



12 **Invalid Provisions.**

12.1 It is understood that any provision of this Agreement that is in violation of any state or federal law or regulation shall be null and void. The parties may agree that any such provision shall be renegotiated by them or deemed striven from this Agreement. Otherwise, after a period of sixty (60) days after both parties receive notice of such violation, the provisions shall be deemed amended to conform to the law or regulations. The invalidity or nonenforceability of any term or provision hereof shall in no way affect the validity or enforceability of any other terms or provisions.

12.2 Notwithstanding any of the foregoing, the parties agree that the provision of funds into escrow for the improvement of Price Road as called for in Section 3.5 and of the transfer of the property provided for in Section 1.1 are crucial to this Agreement. Should the County be prevented from transferring the required funds into escrow, or the City for any reason fail to transfer the property this Agreement shall be null and void and neither the County nor the City shall have any further obligations to perform under this Agreement.

13 **Indemnifications.**

13.1 Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, Article XI, Section VII; the parties agree to hold the other harmless, to indemnify and to defend the other, its officers, agents and employees from any and all liability, actions, claims, losses, damages or other costs including attorney fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity arising from, during, or in connection with the performance of the work described in this agreement, except liability arising out of the sole negligence of one of the parties and its employees. Such indemnification shall also cover claims brought under state or federal workers compensation laws.

13.1.1 If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

13.1.2 The parties agree to promptly notify each other of any suits, claims, or demands that are or may be subject to indemnification hereunder. The terms of this insurance and indemnification shall survive the termination of this Agreement.

14 **Nondiscrimination.**

14.1 The parties agree not to discriminate on the basis of race, religion, sex, color, national origin, mental or physical disability, sexual orientation, age, or marital status in the performance of this contract or in the enforcement or application of the law.

15 **Arbitration.**

15.1 In the event any dispute shall arise with regard to the performance or interpretation of any of the terms of this Agreement, all matters in controversy

shall be submitted to a board of Arbitrators consisting of three (3) arbitrators (one selected by the County, one by the City and a third selected by the two previously selected arbitrators), under the rules and regulations of the American Arbitration Association. Both parties expressly covenant and agree to be bound by the decision of the arbitrators and expressly waive any right to bring an action concerning such dispute in any court and accept any determination of the matter in dispute. Both parties agree to pay fifty percent (50%) of the cost of arbitration regardless of the outcome. All arbitration proceedings shall take place in Linn County.

16 **Public Contracts.**

16.1 The parties agree that all work subject to ORS 279 has been or will be let by contracts that conform to the provisions of ORS 279 and any local rules promulgated thereunder.

16.2 The parties herein incorporate the terms required of all public contracts as set forth in ORS 279.312; 279.314; 279.315; 279.316; 279.318; 279.320; 279.334 to 279.352; 279.445(4) and (5).

17 **Workers' Compensation.**

17.1 The parties and any of its subcontractors, if any, and all employers working under this Agreement, are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers.

18 **Governing Law.**

18.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

19 **Nonwaiver.**

19.1 No covenant, condition, or undertaking contained in this Agreement may be waived except by written agreement of the parties. Forbearance or indulgence in any other form by either party in regard to any covenant, condition, or undertaking to be kept or performed by the other party shall not constitute a waiver thereof, and until complete satisfaction or performance of all such covenants, conditions, and undertakings, a party shall be entitled to invoke any remedy available under this Agreement, despite any such forbearance or indulgence.

20 **Approvals.**

20.1 Because time is of the essence, where agreement, approval, acceptance, or consent by either party is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld.

21 **Interpretation.**

21.1 This Agreement shall be liberally construed to effect the purposes expressed herein.

22 **Assignment and Delegation.**


22.1 This Agreement, and or any rights or duties hereunder, may not be assigned, subcontracted, or delegated without the prior written consent of the other party, which consent shall not unreasonably withheld.

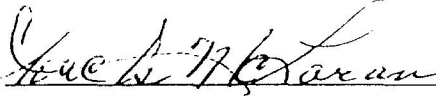
Dated this 24 day of May, 1995.

Dated this 24 day of May, 1995.

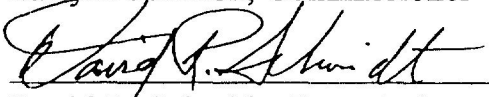
FOR THE COUNTY OF LINN  
LINN COUNTY BOARD  
OF COMMISSIONERS

FOR THE CITY OF ALBANY  
TITLE

  
Richard Stach, Chairperson

  
Chuck McLaran, Mayor, City of Albany


**DISSENTED**


Larry J. Johnson, Commissioner  
  
David R. Schmidt, Commissioner



Approved as to Content:

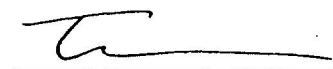
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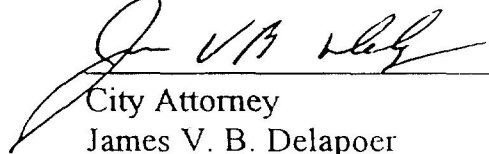
  
Ralph E. Wyatt  
Linn County Administrative Officer

  
Steve Bryant  
Albany City Manager

Approved as to form:

Approved as to form:

  
Linn County Legal Counsel  
Thomas N. Corr  
OSBN 87-386

  
City Attorney  
James V. B. Delapoer  
OSBN 76-177

**Appendix 1**  
**(to IGA between Linn County and Albany**  
**dated May 24, 1995,**  
**pursuant to Linn County Order #95-232)**

**Legal Description of Property**

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PARCEL # 2

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Beginning at a 5/8 inch iron rod, said rod being North 89°56'59" West, 2,160.58 feet and North 00°03'01" East, 30.00 feet from the Westerly Northwest Corner of the Hugh Nickerson Donation Land Claim #39 in Township 11 South, Range 3 West, Willamette Meridian, Linn County, Oregon; running thence North 52°30'31" West, 60.35 feet to a 5/8 inch iron rod; thence North 52°30'31" West, 605.96 feet to a 5/8 inch iron rod; thence North 00°05'04" West, 920.92 feet to a 5/8 inch iron rod; thence South 89°57'06" East, 731.94 feet to a 5/8 inch iron rod; thence North 02°23'54" East, 74.05 feet; thence on the arc of a 300.00 foot radius curve to the left a distance of 82.08 feet (long chord bears North 05°26'21" West, 81.82 feet); thence North 13°16'37" West, 60.77 feet; thence on the arc of a 350.00 foot radius curve to the right a distance of 95.04 feet (long chord bears North 05°29'51" West, 94.75 feet); thence North 02°16'55" East, 68.44 feet to a 5/8 inch iron rod; said rod being on the South Right-of-Way of County Road #7; thence along said South Right-of-Way, South 85°46'14" East, 149.14 feet to a 5/8 inch iron rod; thence South 00°06'19" West, 560.70 feet to a 5/8 inch iron rod; thence South 89°51'57" East, 409.00 feet to a 5/8 inch iron rod; thence South 00°06'11" West, 1,111.14 feet to a 5/8 inch iron rod; thence along the arc of a 20.00 foot radius curve to the right a distance of 31.40 feet to a 5/8 inch iron rod (the chord of which bears South 45°04'35" West, 28.27 feet); thence North 89°56'59" West, 711.63 feet to the Point of Beginning; all being in Township 11 South, Range 3 West, Willamette Meridian, Linn County, Oregon.

Subject to Restriction of National Park Services, if any, on the following described property:

Beginning at a 5/8 inch iron rod, said rod being North 89°56'59" West, 2,160.58 feet and North 00°03'01" East, 30.00 feet from the Westerly Northwest Corner of the Hugh Nickerson Donation Land Claim #39 in Township 11 South, Range 3 West, Willamette Meridian, Linn County, Oregon; thence North 52°30'31" West, 45.00 feet; thence North 88°21'37" East, 767.73 feet; thence South 0°06'11" West, 30.02 feet; thence on the arc of a 20.00 foot radius curve to the right a distance of 31.40 feet (long chord bears South 45°04'35" West, 28.27 feet; thence North 89°56'59" West, 711.63 to the Point of Beginning.

**Appendix 2**  
(to IGA between Linn County and Albany  
dated May 24, 1995,  
pursuant to Linn County Order #95-232)

**Timber Street-Dogwood Avenue LID  
Engineer's Report and Preliminary Assessments**

(Attached following this cover sheet)



TO: Albany City Public Works Committee  
VIA: Mark A. Yeager, P.E., Public Works Director (D)  
FROM: Richard Dalke, Engineering Associate II R.D.  
DATE: April 26, 1995, for May 2, 1995, Public Works Committee Meeting  
SUBJECT: ST-95-3, Timber Street/Dogwood Avenue LID

Action Requested:

Staff requests that the Committee recommend Council acceptance of the engineer's report and financial investigation and set a public hearing to consider the formation of a Local Improvement District (LID) for the street and utility improvements in the vicinity of the proposed fairgrounds.

Discussion:

This project will provide access improvements for the fairgrounds site and utilities to the surrounding area. During the planning stages of the Linn County fairgrounds relocation, Timber Street and Dogwood Avenue were identified as needing improvement to City standards in order to provide an adequate level of service to that property. The Linn County Board of Commissioners has requested that the City form an LID for the distribution of the project costs. Petitions and waivers of remonstrance have been received as conditions of previous development approval from property owners along the east side of Timber Street between Willamette and Dogwood Avenue and on the north side of Dogwood from Gold Fish Farm Road to Timber Street. The east end of Dogwood on the south side is presently outside of the city limits. It will be necessary for the Linn County Board of Commissioners to adopt a resolution in accordance with ORS 223.878, which will allow street assessments to be made outside of the city limits.

Three parcels that have future benefit from the water and sewer improvements are outside the City limits and cannot be connected at this time. It is proposed that the City pay these assessments and in-lieu-of assessment charges be levied when these properties are annexed to the City.

Description of Project and Proposed Improvements:

Streets. The proposed fairgrounds is bounded by Knox Butte Road, Timber Street, Price Road, and the airport runway. The streets that this report deals with are:

1. Timber Street, Knox Butte Road to Dogwood Avenue
2. Dogwood Avenue from Gold Fish Farm Road to Price Road

Preliminary design calls for Timber Street to be 46 feet wide with curb and gutters. Dogwood Avenue is planned for a 36-foot-wide street with curb and gutters. Drainage will be provided as necessary. The west side of Timber Street is presently part of the entire City property parcel. Right-of-way will have to be dedicated for road and utility usage prior to the transfer to the County.

Sidewalks. Sidewalks will be placed along both sides of the streets to be improved.

Water and Sewer. Water and sanitary sewers are proposed for Dogwood Avenue. Three lots on the east side of Timber Street will have sewer connections placed and a waterline installed. The waterline on Dogwood Avenue will be 12-inch diameter with assessments based on an equivalent cost of an eight-inch line and the City funding the oversizing costs.

Public Works Committee

Page 2

April 26, 1995, for the May 2, 1995, Public Works Committee Meeting

Summary of Estimated Costs:

The estimated project cost is based on recent projects constructed in the Albany area. After the project is completed, actual costs will be used to calculate the assessments based on the adopted method of assessment.

Estimated costs:	
Street, sidewalk, and storm drain	\$1,551,000
Sanitary sewer	112,500
Water (cost of equivalent 8-inch line only)	155,400
Three sewer service connections	<u>4,500</u>
Estimated Assessable Costs	\$1,823,400
City participation for waterline oversizing	<u>68,400</u>
Estimated Total Project Costs	\$1,891,800

Proposed Method of Assessment:

The assessment distributions are calculated on an area basis. The street costs are distributed to a maximum depth of 100 feet for residential property and include all of the fairgrounds property lying south of the motel and armory properties. The City park land south of Dogwood is assessed to a maximum depth of 250 feet (the approximate north line of Timber Lake). The street assessments to residential properties represent approximately 45 percent of an equivalent residential street.

Water and sanitary sewers are proposed to be assessed to the property benefited to a maximum depth of 100 feet. The specific property cost is tabulated on the attached sheets. Sewer costs are not distributed to the City park land as the park currently has sewer service available near Timber Street for existing facilities.

Unit Cost Assessment:

Street and storm drain	\$1,551,000/2,268,388	= \$0.68375/square foot
Sanitary sewer	\$112,500/141,531	= \$0.79488/square foot
Water	\$155,400/322,459	= \$0.48192/square foot
Service connections		\$1,500 each

Proposed Project Schedule:

The project will not proceed before the City and the County have a formal agreement for the property transactions. The schedule below assumes that will occur prior to July 1995.

The proposed schedule is:

LID Public Hearing	May 24, 1995
City/County Property Transaction Agreement	June 1995
Design	Fall 1995
Bid Advertisement	Spring 1996
Construction	Summer 1996

Public Works Committee

Page 3

April 26, 1995, for the May 2, 1995, Public Works Committee Meeting

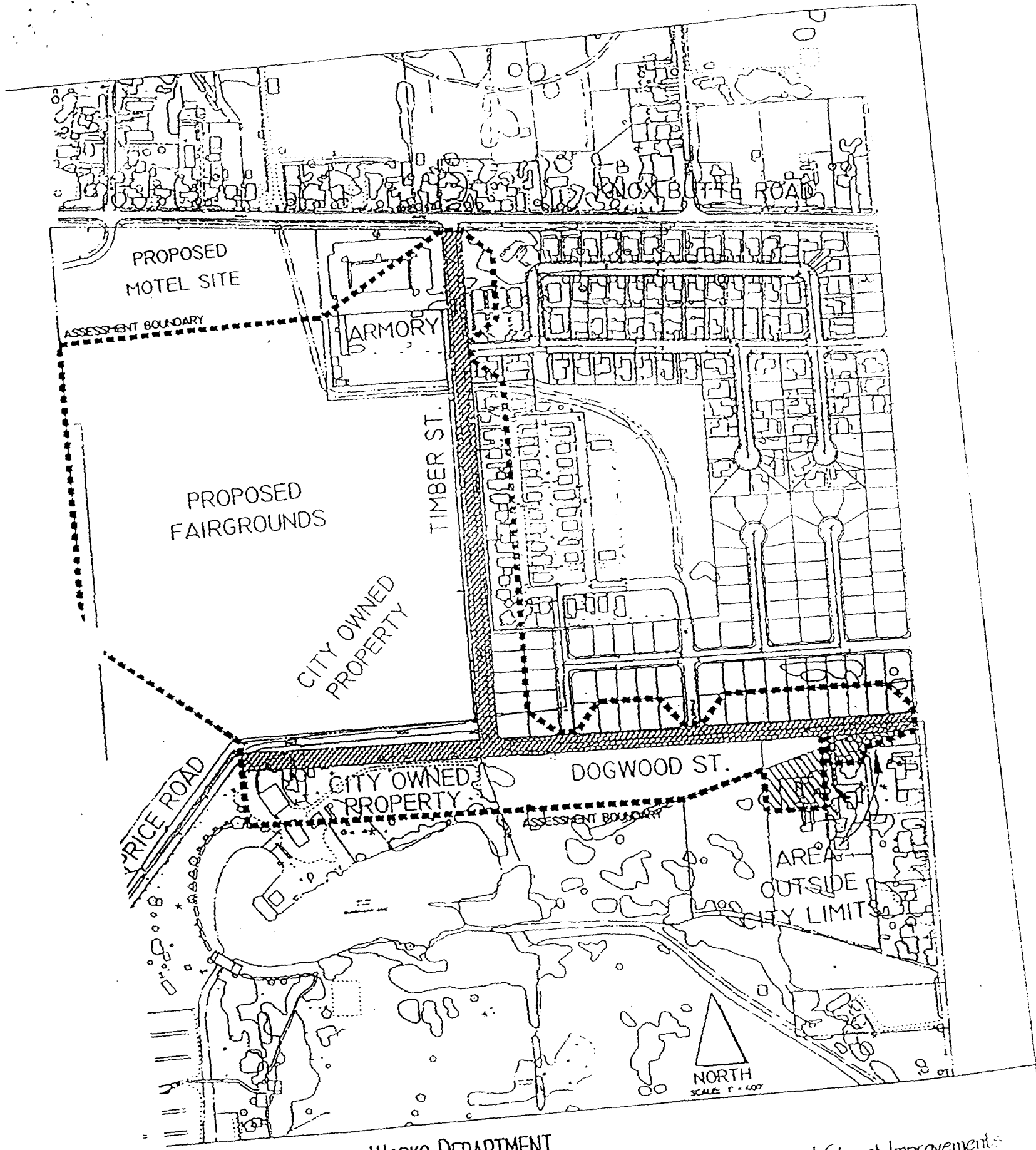
Budget Impact:

The project will have a budgetary impact as follows:


City water fund (oversizing costs)	\$ 68,400
Individual assessments to private owners	358,900
Linn County	1,365,100
City Parks	66,500
City pick-up for water and sewer lines outside the City limits	<u>32,900</u>
TOTAL	\$1,891,800

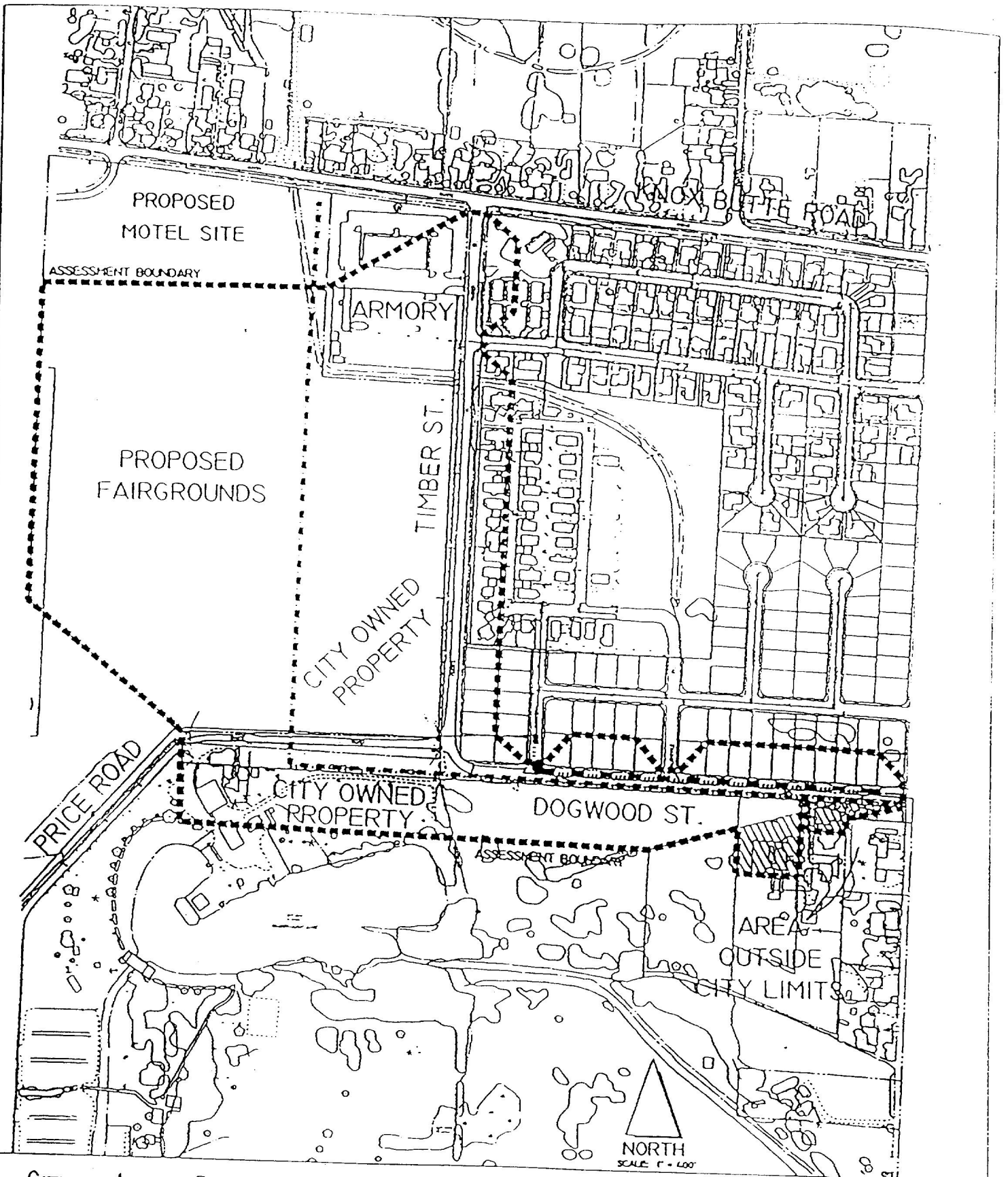
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CITY OF ALBANY PUBLIC WORKS DEPARTMENT  
 75-3, TIMBER ST. & DOGWOOD AVE. LID  
 PROPOSED ASSESSMENT DISTRICT & PROJECT SCOPE

 Proposed Street Improvements



CITY OF ALBANY PUBLIC WORKS DEPARTMENT  
 ST-95-3, TIMBER ST. & DOGWOOD AVE. LID  
 PROPOSED ASSESSMENT DISTRICT & PROJECT SCOPE

- Assessment District Boundary
- ..... Proposed Water Line
- . - . - . Proposed Sanitary Sewer Line

OWNER NAME	MAP/TAX LOT	AREA (Sqft)	ST/STRM ASSMNT	AREA (Sqft)	SEWER ASSMNT	CITY PICKUP	AREA (Sqft)	WATER ASSMNT	CITY PICKUP	SEWER CONNECT	ASSESSMENT TOTAL	CITY PICKUP	SUMMARY OF ESTIMATED PROJECT COSTS	
													TOTAL PROJECT COST	CITY PARTICIPATION
Albany, City of (Armory)	11-3W-40-100	145,635	99,577.27								99,577.27		\$1,823,400.00	
Albany, City of (Fairgrounds)	11-3W-40-100	1,481,040	1,012,654.38				45,000	19,030.69			1,031,685.07		\$68,400.00	
Shepard, Patricia C.	11-3W-40A-108	26,681	18,243.01								18,243.01			
Phillips, Robert F. & Carolyn A.	11-3W-40A-100	4,050	2,769.17								2,769.17		\$1,891,800.00	
Sanford, Julie	11-3W-40A-10800	81,001	55,384.07								55,384.07		\$0.00	
Valley Affordable Housing, Inc.	11-3W-40A-10700	6,800	4,649.47				6,800	2,875.75		1,500	9,025.22			
"	11-3W-40A-10600	6,700	4,581.09				6,700	2,833.46		1,500	8,914.55		\$1,891,800.00	
"	11-3W-40A-10500	6,700	4,581.09				6,700	2,833.46		1,500	8,914.55			
"	11-3W-40A-10400	6,700	4,581.09				6,700	2,833.46			7,414.55		\$1,551,000.00	
"	11-3W-40A-10300	8,014	5,479.54				8,014	3,389.16			8,868.69		2,268,388.00	
"	11-3W-40A-10200	4,007	2,739.77				8,014	3,389.16			6,128.92		\$0.68375	
"	11-3W-40A-9300	4,012	2,743.19	8,024	4,267.46		8,024	3,393.38			10,404.03			
"	11-3W-40A-9400	6,500	4,444.35	6,500	3,456.94		6,500	2,748.88			10,650.16		\$112,500.00	
"	11-3W-40A-9500	6,500	4,444.35	6,500	3,456.94		6,500	2,748.88			10,650.16		211,531.00	
"	11-3W-40A-9600	6,600	4,512.72	6,600	3,510.12		6,600	2,791.17			10,814.01		\$0.53184	
"	11-3W-40A-9700	4,007	2,739.77	8,014	4,262.14		8,014	3,389.16			10,391.06			
"	11-3W-40A-7300	4,007	2,739.77	8,014	4,262.14		8,014	3,389.16			10,391.06		\$155,400.00	
"	11-3W-40A-7400	6,500	4,444.35	6,500	3,456.94		6,500	2,748.88			10,650.16		367,459.00	
"	11-3W-40A-7500	6,500	4,444.35	6,500	3,456.94		6,500	2,748.88			10,650.16		\$0.42290	
"	11-3W-40A-7600	6,500	4,444.35	6,500	3,456.94		6,500	2,748.88			10,650.16			
"	11-3W-40A-7700	6,500	4,444.35	6,500	3,456.94		6,500	2,748.88			10,650.16		\$4,500.00	
"	11-3W-40A-7800	6,500	4,444.35	6,500	3,456.94		6,500	2,748.88			10,650.16		3.00	
"	11-3W-40A-7900	6,500	4,444.35	6,500	3,456.94		6,500	2,748.88			10,650.16		\$1,500.00	
"	11-3W-40A-8000	6,500	4,444.35	6,500	3,456.94		6,500	2,748.88			10,650.16			
"	11-3W-40A-8100	6,400	4,375.97	6,400	3,403.76		6,400	2,706.59			10,486.32			
"	11-3W-40A-8200	4,007	2,739.77	8,014	4,262.14		8,014	3,389.16			10,391.06			
Newman, Michael & Cynthia	11-3W-40-304*	4,167	2,849.17	8,334		4,432.33	8,334		3,524.48		2,849.17	7,956.81		
Moreira Jr., Anthony & Joyce L.	11-3W-40-303*	10,800	7,384.45	10,800		5,743.84	10,800		4,567.37		7,384.45	10,311.21		
Irish, Ronald G. & Roper, Julia	11-3W-40-306**	18,831	12,875.61	18,831	6,489.73	3,525.29	18,831	5,160.49	2,803.22		24,525.83	6,328.51		
Albany, City of (Dogwood/Price)	11-3W-40-100	369,729	252,800.53	70,000	37,228.59		138,000	58,360.80			348,389.91			
<b>TOTALS</b>		<b>2,268,388</b>	<b>1,551,000.00</b>	<b>211,531</b>	<b>98,798.54</b>	<b>13,701.46</b>	<b>367,459</b>	<b>144,504.92</b>	<b>10,895.08</b>	<b>4,500</b>	<b>1,798,803.46</b>	<b>24,596.53</b>		

SUMMARY OF ESTIMATED PROJECT COSTS	
TOTAL PROJECT COST	\$1,823,400.00
CITY PARTICIPATION	\$68,400.00
TOTAL ASSMNT AMOUNT	\$1,891,800.00
SPECIAL ASSESSMENTS	\$0.00
BALANCE TO ASSESS	\$1,891,800.00
ST/STRM DRAIN	\$1,551,000.00
TOTAL AREA (Sqft)	2,268,388.00
ST/STRM DRAIN ASSMNT	\$0.68375
SEWER ASSMNT	\$112,500.00
TOTAL AREA (Sqft)	211,531.00
SEWER AREA ASSMNT	\$0.53184
WATER ASSMNT	\$155,400.00
TOTAL AREA (Sqft)	367,459.00
WATER AREA ASSMNT	\$0.42290
SS CONNECT EACH	\$4,500.00
SS CONNECT ASSMNT	3.00
CITY OF ALBANY ASSESSMENT COMPUTATION SHEET	
ST-95-3, TIMBER ST/DOGWOOD AVE LID	
FILE NAME: ST953ASS	
CALC BY: D. Dalke	DATE: 5/25/95

\*Parcels outside City limits. City will pickup assessments.

\*\*Water and sewer assessments and City pickup are apportioned for this property according to the area within the city limits.

When properties are annexed, an assessable amount will be collected.

Assmnt. roll adopted by City Council

at May 24, 1995 Public Hearing

**FILED**

DEC 24 1996

STEVE DRUCKENMILLER, Clerk  
By *[Signature]* Deputy

**COUNTY-CITY AGREEMENT**

THIS AGREEMENT, made and entered this 18 day of December, 1996, by and between Linn County, a political subdivision of the State of Oregon, hereinafter called "Linn County," and the City of Albany, a municipal corporation, hereinafter called "City."

**RECITAL:**

ORS 368.722 allows the County to expend funds received by the County General Road Fund on city streets and bridges pursuant to an agreement under ORS 373.260 with incorporated cities within the County. Funds may be used for construction of any city street within the corporate limits of the city. Each party shall agree upon the proportion each shall contribute and the method and kind of such construction.

**AGREEMENT:**

NOW THEREFORE, in consideration of the mutual promises and conditions contained in this agreement, it is understood and agreed by and between the parties hereto as follows:

1. **FINANCIAL ASSISTANCE AND DISTRIBUTION FORMULA:**

- (A) The County pursuant to section 3.5 of an intergovernmental agreement, Order 95-232, dated May 24, 1995, transferred \$500,000 dollars to the City to be dedicated to the reconstruction of Price Road.
- (B) The County by this agreement further agrees to contribute to the City the following sum of money this fiscal year: one million three hundred twenty-three thousand four hundred and two dollars and fifty-three cents (\$1,323,402.53) to be used by the City as follows: the entire amount is first to be applied to the City's share of the Local Improvement District assessment for the reconstruction of Price Road, any excess shall be used on other road construction projects within the city limits of Albany. As used in this agreement, "other road construction projects" means roads and streets other than Price Road and includes reconstruction or major renovation, of such roads or streets, or resurfacing of entire roads or streets at a depth of one and one-half (1 and 1/2) or more inches, but does not include routine maintenance, patching, pot hole filling, crack sealing, or chip sealing of roads or streets, and does not include any work on sidewalks, curbs or gutters. Monies may not be used for engineering, design, planning, administration or utility adjustment of City streets other than Price Road. All monies must be spent within the confines of Linn County.
- (C) The City agrees, through the creation of a Local Improvement District, and the levying of assessments in connection therewith, to fund the remaining monies necessary for the Price Road reconstruction project.
- (D) All distributions shall be subject to statutory budget procedures. City shall provide to the County, upon request, an accounting of the use of the funds provided under this Agreement.

2. **METHOD OF DISBURSEMENT AND PURPOSE OF EXPENDITURES:**

- (A) A schedule of projects to which any excess monies may be applied shall be prepared by City officials in accordance with this agreement. It will list all construction projects to be wholly or partially financed from money contributed under this

agreement. This project list shall include street name, type of project, cost estimates, completion estimates and priorities.


(B) The County will disburse the entire sum agreed to in this contract within 15 days following the execution of the contract.

FOR THE CITY OF ALBANY

FOR LINN COUNTY -  
BOARD OF COUNTY COMMISSIONERS  
FOR LINN COUNTY

DATE December 18, 1996

DATE 12/19/96

  
Signature

  
Larry Johnson, Chairperson

Steve Bryant, City Manager  
Name and Title

  
David Schmidt, Commissioner

  
Signature

  
Richard Stach, Commissioner

D. Gary Holliday, City Recorder  
Name and Title

APPROVED AS TO FORM:



Thomas N. Corr  
Linn County Legal Counsel  
No. 96-499

**COUNTY-CITY AGREEMENT**  
**Order 97-217**  
**Supplement Amending Linn County Orders 95-232 and 96-499**

THIS AGREEMENT, made and entered this 26<sup>th</sup> day of August, 1997, by and between Linn County, a political subdivision of the State of Oregon, hereinafter called "County," and the City of Albany, a municipal corporation, hereinafter called "City."

**RECITALS:**

WHEREAS, ORS 368.722 allows the County to expend funds received by the County General Road Fund on city streets and bridges pursuant to an agreement under ORS 373.260 with incorporated cities within the County. Funds may be used for construction of any city street within the corporate limits of the city. Each party shall agree upon the proportion each shall contribute and the method and kind of such construction; and

WHEREAS, the County pursuant to §3.5 of an intergovernmental agreement, Linn County Order #95-232, dated May 24, 1995, hereinafter referred to as "IGA 95-232," transferred \$500,000 dollars to the City to be dedicated to the reconstruction of Price Road; and

WHEREAS, the City pursuant to §1.1 of IGA 95-232, donated 35.25 acres of real property to the county for fair ground purposes; and

WHEREAS, the City pursuant to §5.1 of IGA 95-232, agreed to provide 2.3 million dollars in phased funding to the county for fair ground construction; and

WHEREAS, the City's contribution of land and money for the County Fairgrounds was expressly conditioned upon the County's obligation to make on-and-off site public improvements as specified in IGA 95-232 and as required by applicable City permits; and

WHEREAS, the County and City entered into an intergovernmental agreement, Linn County Order #96-499, dated December 18, 1996, hereinafter referred to as "IGA 96-499," whereby the County transferred to the City \$1,323,402.53, to be used for use on road projects as set forth therein; and

WHEREAS, the greater portion of that transfer was used on the development of Price Road, for the mutual benefit of the County and City, as it serves as the main artery to the Timber Linn Park and the new Linn County Fair & Expo Center; and

WHEREAS, the City and its neighboring Park would be mutually benefitted by the development and use of the Center, and, therefore, to realize that benefit, the City agrees to transfer certain sums to the County as described herein for the development of the Center; and

WHEREAS, IGA 95-232 and the City's conditional use permit approval required completion of various improvements; and

WHEREAS, City and County mutually acknowledge completion of the majority of those various improvements but also the uncompleted status of some specific improvements and conditions; and

WHEREAS, County acknowledges that conflicting improvements were inadvertently placed within public utility easements (see August 13, 1997 letter from Frank Berg, attached); and

WHEREAS, City accepts County's promise to complete in a timely manner all required improvements to the extent specified in prior agreements, with the exception of Knox Butte Road;

**A G R E E M E N T:**

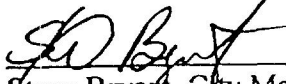
NOW THEREFORE, in consideration of the mutual promises and conditions contained in this agreement, it is understood and agreed by and between the parties hereto as follows:

1. The City by this agreement agrees to transfer to the County the balance of the 2.3 million dollar funding, which was guaranteed in §5.1 of IGA 95-232, to be used by the County for the development and construction of the Linn County Fair & Expo Center. This transfer shall be made within three calendar days of the date last signed notwithstanding the condition in §5.1 that the aforesaid funds would be held pending completion of all required public improvements.
2. The City by this agreement agrees to transfer to the County the additional sum of one million three hundred twenty three thousand four hundred and two dollars and fifty three cents (\$1,323,402.53) to be used by the County for the development and construction of the Linn County Fair & Expo Center. This transfer shall be made within three calendar days of the date last signed.
3. The Parties agree that the following issues will be completed and resolved as follows:
  - a. Knox Butte Road will not transfer per IGA 95-232, but will remain in county ownership;
  - b. County shall pay the agreed to amount not to exceed \$40,300 when billed by ODOT (either to City or County) for the Knox Butte Road bike lane improvement under Interstate 5 which is currently under construction; and
  - c. County shall construct, at some future date and specific location to be established mutually by City and County, a "36-foot-wide, curbed and guttered, driveway twenty feet in length and built to the same structural standard as the project entry road and an entry gate to control access until Parcel A is developed" (see §3.4 IGA 95-232). If, after the driveway described above is initially constructed, any future development requires any changes to or relocation of the driveway, then the City (or developer) shall bear all costs related to such changes or relocation. The City's request for approval of the driveway construction and/or any subsequent changes or relocation of the driveway will not be unreasonably withheld. The City agrees to coordinate driveway construction and/or any subsequent changes or relocation with the County.
  - d. Subject to factors beyond its control to the contrary, County shall complete all required improvements within twelve months of the signing of this agreement as specified in prior notifications, agreements or conditions of approval, notwithstanding the above modifications to the agreements pertaining to Knox Butte Road. These improvements include specifically the following:
    - i. install conduit for street lighting and poles along Knox Butte Road per the approved construction plans;
    - ii. coordinate with City and ODOT to complete signal timing changes at the Highway 99E/Airport Road intersection;
    - iii. reconstruct and raise to grade the manhole on the north side of Knox Butte Road at the Expo Parkway;
    - iv. re-grade the rock backfill behind the Armory sidewalk to a slope suitable for mowing, install topsoil, backfill, and seed for a lawn;
    - v. remove and replace any and all improvements (sidewalks, landscape planters, flag poles, area/street lights and conduit, etc.), that are located in City utility easements, with the exception, however, that City and County may mutually agree upon the continuation of certain encroachments in said easements as determined by subsequent agreement; and
    - vi. complete the Goldfish Farm Road/Highway 20 Intersection improvements per conditional use approvals.

4. As referenced in the recitals above, the County has previously transferred to the City the sum of one million three hundred twenty three thousand four hundred and two dollars and fifty three cents (\$1,323,402.53) to be used for road projects within the city of Albany. As further referenced in the recitals above, the greatest portion of these funds has been used on the development of Price Road for the mutual benefit of the County and the City. The balance of these funds shall be used by the City to provide partial funding for the re-paving of Grand Prairie Road in the city of Albany for the mutual benefit of the City and the County. Such expenditure will occur not later than the end of the 1997-1998 fiscal year. The City, upon demand, agrees to provide the County with a description of the improvement project, a breakdown of the final costs, a breakdown of the proportion of the contribution provided by County funds, and explanations of the methods and kinds of construction.
5. Indemnifications.
  - a. The County warrants to the City that it has authority to transfer county road funds to the City for the purposes set forth in §3.5 of IGA 95-232, IGA 96-499 and §4 of this agreement and the County agrees to indemnify, defend, and hold harmless, the City, its agents, officers, and employees from all claims that it lacks such authority.
  - b. The City warrants to the County that it has authority to transfer city funds to the County for the purposes of development and construction of the Linn County Fair and Expo Center and the City agrees to indemnify, defend, and hold harmless, the County, its agents, officers, and employees from all claims that it lacks such authority.
6. Severability. Invalidity of a section or part of this agreement, IGA 95-232, or IGA 96-499 shall not affect the validity of the remaining sections or parts of sections.
7. IGA 95-232 and IGA 96-499 are affirmed in all other respects.


FOR THE CITY OF ALBANY  
MAYOR AND CITY MANAGER

 8/19/97  
Charles A. McLaran, Mayor date

 8/19/97  
Steve Bryant, City Manager date

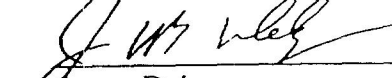
FOR LINN COUNTY  
BOARD OF COUNTY COMMISSIONERS

 8/20/97  
David Schmidt, Chairperson date

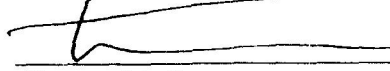
 8/20/97  
Larry Johnson, Commissioner date

 8/20/97  
Catherine Skiens, Commissioner date

APPROVED AS TO FORM:

  
James Delapoer  
City Attorney

APPROVED AS TO FORM:

  
Thomas N. Corr  
Linn County Legal Counsel



BEFORE THE BOARD OF COUNTY COMMISSIONERS DEC 22 1998

FOR LINN COUNTY

STEVE URSICKENMILLER, Clk  
By Rexie Vestler Deputy

IN THE MATTER OF AN AMENDMENT  
TO INTER-GOVERNMENTAL  
AGREEMENT (Order No. 95-232, 96-499,  
97-217) BETWEEN THE CITY OF  
ALBANY and LINN COUNTY

ORDER NO. 98-562  
(Agreement Execution)

COMES NOW, Ralph Wyatt, County Administrative Officer, in a regularly scheduled and duly advertised meeting on December 22, 1998, and respectfully requests that the Board of County Commissioners for Linn County approve his request to enter into an amendment to Order #95-232, 96-499, 97-217 in the form found in Exhibit 1, attached hereto, and having considered the matter, and having reviewed the original agreement, and finding that pursuant to ORS 279.015(1)(a) and Linn County Permanent Rule 125-300-010 ("Exemptions, Contracts with other public agencies") said agreement is excluded from the request that it be based upon competitive bids; and being fully advised by staff,

NOW, THEREFORE, the Board of County Commissioners for Linn County hereby ORDERS that duplicate originals conforming to Exhibit 1 be executed this day, that the originals bear this order number, and that fully executed originals be delivered to the City of Albany for signature, with one original to be returned to the Linn County Board of Commissioners for filing.

Ordered this 22nd day of December, 1998.

Dated this 20th day of December, 1998.

BOARD OF COUNTY COMMISSIONERS  
FOR LINN COUNTY

Catherine Skiens  
Catherine Skiens, Chairman

David R. Schmidt  
David R. Schmidt, Commissioner

Larry J. Johnson  
Larry J. Johnson, Commissioner

APPROVED AS TO FORM:

Tom Corr  
Linn County Legal Counsel

**FILED**

JAN 05 1999

STEVE DEJCKENMILLER, Clerk  
By Roxie Veillev Deputy

**COUNTY-CITY AGREEMENT**

Order 98-562

**Supplement Amending Linn County Orders 95-232, 96-499 and 97-217**

THIS AGREEMENT, made and entered this 51<sup>st</sup> day of DECEMBER, 1998, by and between Linn County, a political subdivision of the State of Oregon, hereinafter called "County," and the City of Albany, a Municipal Corporation, hereinafter called "City."

**R E C I T A L S :**

WHEREAS, City and County have previously entered into intergovernmental agreements bearing County Order Numbers 95-232, 96-499 and 97-217 whereby they have formalized their rights and responsibilities with regard to the construction of improvements commonly known as the "Linn County Fair and Expo Center;"

WHEREAS, County, pursuant to the above-referenced agreements and the terms of land use permits issued it by City, was obligated to construct numerous public improvements in compliance with applicable city codes; and

WHEREAS, many of the aforesaid public improvements are encroached upon by various public and private objects and facilities, in violation of the aforesaid requirements; and

WHEREAS, City and County have met to discuss whether or not it is necessary, at the present time, to correct encroachment problems within City of Albany public improvement easements in strict compliance with applicable city codes; and

WHEREAS, the parties recognize that strict compliance with city codes, at the present time, will require a significant expenditure of public funds beyond that which is presently necessary for safe and efficient operation of the public utilities in question; and

WHEREAS, the parties, by this agreement, desire to allow County to avoid the cost of correcting the above-referenced deficiencies until and unless proper utility operations or public safety requires such corrective action.


**A G R E E M E N T :**

NOW, THEREFORE, in consideration of the mutual promises and conditions contained in this agreement, it is understood and agreed by and between the parties hereto as follows:

1. Attached hereto and by this reference incorporated herein, is a list of all known encroachments within the City of Albany public utility easements which are within the scope of this agreement. This list is supplemented by Exhibit "1" attached hereto and by this reference incorporated herein which constitutes a map showing the location of the described deficiencies encroachments.

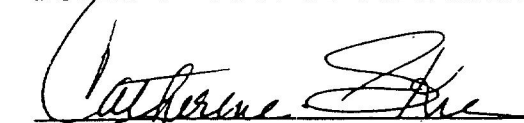

2. County agrees that should public safety or efficient utility operation require the repair, improvement, renovation, or relocation of any of the public improvements set forth in the listing above, that County will, at its own expense pay all costs associated with such corrective action.
3. The parties agree that the need for future corrective action to address the concerns set forth in paragraph 2 above, will trigger relocation of any utility object, or facility to a proper location which would comply with applicable city codes. In the event that the estimated cost of any corrective action (as determined by a consultant or a contractor engaged by the City) equals or exceeds one-half of the cost of relocating the utility to a location which complies with applicable City codes, County agrees that such relocation will be made at its expense.
4. County agrees to indemnify and hold harmless City, its agents, employees, and officers, from any and all claims which may be made by County or third parties as a result of personal injury, property damage, or both, arising from any damages or injuries sustained as a result of the encroachment of any utility, object, or facility into the City of Albany public utility easements referred to above.
5. Severability. Invalidation of a section or part of this agreement, IGA 95-232, IGA 96-499 or IGA 97-217 shall not affect the validity of the remaining sections or parts of sections.
6. IGA 95-232, IGA 96-499 and IGA 97-217 are affirmed in all other respects.


FOR THE CITY OF ALBANY  
MAYOR AND CITY MANAGER

  
Charles A. McLaran, Mayor      12/31/98  
Date

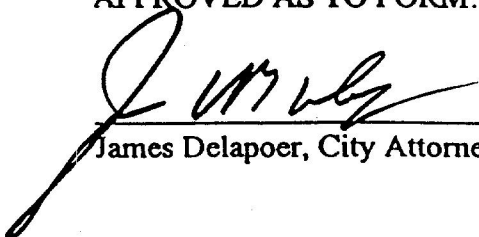
  
Steve Bryant, City Manager      12-23-98  
Date

FOR LINN COUNTY  
BOARD OF COUNTY COMMISSIONERS

  
Catherine Skiens, Chairman  
  
David R. Schmidt, Commissioner

  
Larry J. Johnson, Commissioner  
Dated: 12/21/98

APPROVED AS TO FORM:

  
James Delapoer, City Attorney      12-30-98  
Date

APPROVED AS TO FORM:

  
Thomas N. Corr, County Counsel      12/17/98  
Date

**COUNTY-CITY AGREEMENT**

Order \_\_\_\_\_

**Supplement Amending Linn County Orders 95-232, 96-499 and 97-217**

This Attachment is a list of all known public and private facility encroachments with City of Albany public utility easements on the Linn County Fairgrounds property which are within the scope of this agreement:

Linn County Fair and Expo Center reader board sign;  
Street light poles and bases;  
Underground power conduits, wires, junction boxes, ground lights, and outlets;  
Private utility services including, but not limited to, power, telephone, natural gas;  
Landscape irrigation systems, controls, and all appurtenances;  
Fencing;  
Trees;  
Bus stop shelter;  
Flag poles and bases;  
Concrete walls and benches;  
Private storm drainage lines, catch basins, and manholes;  
Covered walkway components including sidewalks, footings, foundations, pillars, and roof structures;

file: conflict.509

Table 4.1. Thickness Design - Local Residential Streets<sup>1</sup>

Traffic Level	Reliability %	Subgrade Class			
		Poor	Fair	Good <sup>2</sup>	Excellent <sup>2</sup>
a) Asphalt Concrete Over Aggregate Base, inches					
I Up to 10,000 EALs	All Levels	3.0/12.0	3.0/8.0	3.0/6.0	3.0/4.0
II 10-50,000 EALs	75	3.0/15.0	3.0/10.0	3.0/6.0	3.0/6.0
	90	4.0/14.0	4.0/9.0	3.5/6.0	3.5/6.0
III 50-100,000 EALs	75	3.5/14.0	3.5/11.0	3.5/6.0	3.5/6.0
	90	4.5/15.0	4.5/10.0	4.0/6.0	4.0/6.0
b) Full Depth Asphalt Concrete, inches <sup>3</sup>					
I Up to 10,000 EALs	All Levels	5.5	4.5	4.0	4.0
II 10-50,000 EALs	75	6.5	5.5	4.0	4.0
	90	7.5	5.5	4.5	4.0
III 50-100,000 EALs	75	7.5	6.0	4.5	4.0
	90	8.0	6.5	5.0	4.5

<sup>1</sup> 1 inch = 25 mm

<sup>2</sup> Excellent subgrade conditions are ideal for full depth asphalt; however, a minimum of 100 mm (4 inches) of asphalt concrete is recommended. In some cases aggregate is needed to provide material to fine grade and to provide a smooth surface to pave on. If needed, 100 mm (4 inches) of aggregate is recommended as a minimum thickness for this purpose.

<sup>3</sup> Full depth asphalt can be built on poor and fair soils only in dry conditions and when the subgrade soils may be brought to optimum moisture conditions and compacted to specification density.

Table 4.2. Thickness Design - Collector and Arterial Streets<sup>1</sup>

Traffic Level	Reliability %	Subgrade Class			
		Poor	Fair	Good	Excellent <sup>2</sup>
a) Asphalt Concrete Over Aggregate Base, inches					
IV 100-250,000 EALs	75	4.5/18.0	4.5/12.0	4.5/6.0	4.5/4.0
	90	5.0/18.0	5.0/11.0	4.5/6.0	4.5/4.0
V 250-500,000 EALs	75	5.5/18.0	5.5/11.0	5.0/6.0	5.0/6.0
	90	6.0/19.0	6.0/17.0	5.5/6.5	5.5/6.0
VI 500-1,000,000 EALs	75	6.0/20.0	6.0/13.0	5.5/6.5	5.5/6.0
	90	7.0/19.0	7.0/11.0	6.0/7.0	6.0/6.0
b) Full Depth Asphalt Concrete, inches <sup>3</sup>					
IV 100-250,000 EALs	75	8.5	7.0	5.5	5.0
	90	9.0	7.5	6.0	5.5
V 250-500,000 EALs	75	9.5	8.0	6.0	5.5
	90	10.0	8.5	6.5	6.0
VI 500-1,000,000 EALs	75	10.5	8.5	7.0	6.0
	90	11.5	9.5	7.5	6.5

<sup>1</sup> 1 inch = 25 mm

<sup>2</sup> Excellent subgrade conditions are ideal for full depth asphalt; however, a minimum of 100 mm (4 inches) of asphalt concrete is recommended. In some cases aggregate is needed to provide material to fine grade and to provide a smooth surface to pave on. If needed, 100 mm (4 inches) of aggregate is recommended as a minimum thickness for this purpose.

<sup>3</sup> Full depth asphalt can be built on poor and fair soils only in dry conditions and when the subgrade soils may be brought up to optimum moisture conditions and compacted to specification density.

Table 4.3. Thickness Design - Secondary and Rural Roads<sup>1</sup>

Traffic Level	Reliability %	Subgrade Class			
		Poor	Fair	Good	Excellent <sup>2</sup>
a) Asphalt Concrete Over Aggregate Base, inches					
III 50-100,000 EALs	75	3.5/15.0	3.5/10.5	3.5/6.0	3.5/6.0
	90	4.0/17.0	4.0/11.5	4.0/6.0	4.0/6.0
IV 100-250,000 EALs	75	5.0/16.0	5.0/10.0	4.5/6.0	4.5/6.0
	90	5.0/18.0	5.0/11.0	4.5/6.0	4.5/6.0
V 250-500,000 EALs	75	5.5/18.0	5.0/13.0	5.0/6.0	5.0/6.0
	90	6.0/19.0	6.0/17.0	5.5/6.5	5.5/6.0
b) Full Depth Asphalt Concrete, inches <sup>3</sup>					
III 50-100,000 EALs	75	7.5	6.0	4.5	4.0
	90	8.0	6.5	5.0	4.5
IV 100-250,000 EALs	75	8.5	7.0	5.5	5.0
	90	9.0	7.5	6.0	5.5
V 250-500,000 EALs	75	9.5	8.0	6.0	5.5
	90	10.0	8.5	6.5	6.0

<sup>1</sup> inch = 25 mm

<sup>2</sup>Excellent subgrade conditions are ideal for full depth asphalt; however, a minimum of 100 mm (4 inches) of asphalt concrete is recommended. In some cases, aggregate is needed to provide material to fine grade and to provide a smooth surface to pave on. If needed, 100 mm (4 inches) of aggregate is recommended as a minimum thickness for this purpose.

<sup>3</sup>Full depth asphalt can be built on poor and fair soils only in dry conditions and when the subgrade soils may be brought up to optimum moisture conditions and compacted to specification density.

# Linn County/City of Albany Road Transfer Agreement Process

