

RESOLUTION NO. 7380

A RESOLUTION ACCEPTING THE TRANSFER OF JURISDICTION OF NW GIBSON HILL ROAD AND THE TRANSFER OF FEE TITLE OF THE PROPERTY DESCRIBED IN BENTON COUNTY DEED RECORDS M-57929 FROM BENTON COUNTY.

WHEREAS, NW Gibson Hill Road and the property described in Benton County Deed Records M-57929 are located within the Albany city limits; and

WHEREAS, NW Gibson Hill Road has been improved to an urban level acceptable to the City of Albany; and

WHEREAS, the City Council approved an Intergovernmental Agreement with Benton County for the transfer of said street and property; and

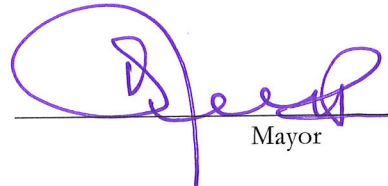
WHEREAS, the Benton County Board of Commissioners has, by Order No. D2024-051, initiated the transfer of said street; and

WHEREAS, the Benton County Board of Commissioners has, by Order No. D2024-052, initiated the transfer of fee title of said property; and

WHEREAS, the City of Albany wishes to accept the jurisdiction of said street and the title of said property.


NOW, THEREFORE, BE IT RESOLVED by the Albany City Council that the City of Albany hereby accepts jurisdiction of NW Gibson Hill Road and fee title of the property described Benton County Deed Records M-57929 from Benton County.

DATED AND EFFECTIVE THIS 11TH DAY OF DECEMBER 2024.



Mayor

ATTEST:



City Clerk



ATTACHMENT 2

Benton County and City of Albany Intergovernmental Agreement for Jurisdictional Road Transfer

This Intergovernmental Agreement made and entered into in duplicate original as of the 21ST day of October 2015, by and between The City of Albany, a municipal corporation of the State of Oregon, hereinafter referred to as CITY and Benton County, a political subdivision of the State of Oregon, hereinafter referred to as COUNTY, and jointly referred to as PARTIES, or individually as a PARTY, identifies terms for jurisdictional road transfers.

RECITALS

WHEREAS, 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

WHEREAS, certain roadways presently exist within the CITY's Urban Growth Boundary and City Limits for which the COUNTY presently retains jurisdiction, control, and maintenance responsibility; and

WHEREAS, the CITY and the COUNTY entered into an Intergovernmental Agreement dated May 11, 2005, that outlined an orderly process, method and timeliness for the transfer of jurisdiction and maintenance responsibility of COUNTY roads within the CITY's Urban Growth Boundary (UGB) to the CITY; and

WHEREAS, the COUNTY and CITY agree that the parties operated well under the May 11, 2005, intergovernmental agreement (IGA); and

WHEREAS, specific streets have been transferred from COUNTY to CITY jurisdiction and maintenance responsibility under the terms of the May 11, 2005, IGA; and

WHEREAS, additional negotiations between the COUNTY and CITY have made replacing the May 11, 2005 IGA timely; and

WHEREAS, this agreement replaces and supersedes the Intergovernmental Agreement between the CITY and the COUNTY dated May, 11, 2005; and

WHEREAS, the CITY and the COUNTY desire to agree upon the responsibilities of the operation, maintenance and safety of certain streets, hereinafter "subject streets," in a timely manner; and

WHEREAS, the CITY and the COUNTY acknowledge and agree that a systematic process for transfer of subject streets is desirable; and

WHEREAS, it is in the best interest of the CITY, COUNTY and public that permitting, inspection, and regulation of subject streets responsibilities be transferred to the CITY as soon as possible; and

WHEREAS, a subset of the "subject streets" are identified for near term transfer; and

WHEREAS, the identified improvements and timelines associated with said subset are considered as an overall transfer improvement package and are not separable without agreement between both PARTIES; and

WHEREAS, COUNTY will transfer title of that COUNTY-owned property described in M-57929-84, Benton County Deed Records, located at the southwest corner of North Albany Road and NW Gibson Hill Road to the CITY as part of the transfer of jurisdiction of the above said roads; and

WHEREAS, improvements will be constructed within the timelines identified herein and jurisdictional transfers will be completed in phases.

ATTACHMENT 2

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

1. ROADWAYS SUBJECT TO THIS INTERGOVERNMENTAL AGREEMENT

- A. Set forth below are the COUNTY roads within the CITY's Urban Growth Boundary (UGB) 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. Roads identified with an asterisk (*) are the subset of streets subject to a near term transfer plan as described herein. Crocker Lane, Valley View Drive, and West Thornton Lake Drive have portions of the existing roads that are subject to near-term transfer and portions that do not yet have an assigned transfer schedule. The limits of the near-term transfer are identified in the following sections:

SUBJECT STREETS

Crocker Lane *	Robinhood Lane *
East Thornton Lake Drive *	Scenic Drive (Portions within City Limits)
Gibson Hill Road *	South Nebergall Loop (Spring Hill Drive to City Limits)
Grandview Drive *	Spring Hill Drive (HWY 20 to City Limits)
Meadow Wood Drive *	Squire Place *
North Albany Road (HWY 20 to Roundabout)*	Squire Street *
North Nebergall Loop (Spring Hill Drive to City Limits)	Valley View Drive*
Old Quarry Road	West Thornton Lake Drive*
Pineview Drive	Wildwood Drive *
Quarry Road	

This agreement acknowledges that all other streets in North Albany are either under City jurisdiction, State jurisdiction, or are private. This agreement does not obligate the City to any specific level of maintenance on any roads now identified as under City jurisdiction.

2. NEAR-TERM IMPROVEMENTS AND TRANSFER

- A. The COUNTY shall transfer to the CITY and the CITY shall accept jurisdiction of the streets identified in Sections 2-F through 2-J below based on the improvements and timelines outlined herein. Road transfers shall include the transfer of associated easements (i.e. road drainage or slope easements), or assignment of rights/responsibilities for associated easements, as legally allowed. In the event any of the rights for easements, etc. are not assignable, COUNTY agrees, pursuant to ORS 190.030, that CITY is vested with all powers, rights and duties relating to those easements that are vested with COUNTY.
- B. The PARTIES shall hold a pre-construction meeting prior to constructing any of the identified improvements to ensure that the scope and extents of the work is clearly defined before commencing construction. For major improvements requiring engineering design and development of construction drawings, the COUNTY will provide ample opportunities for the CITY to review and comment on the proposed improvements. Improvements shall be constructed consistent with the most recent version of the City of Albany Engineering Standards and Standard Construction Specifications.
- C. COUNTY and the CITY agree that jurisdictional transfer will occur only upon completion of the improvements identified in Sections 2-F through 2-J below. Completion shall be achieved upon written notice by COUNTY to CITY that such improvements have been accomplished, and CITY by written notice to COUNTY that said improvements have been satisfactorily completed. The COUNTY and the CITY acknowledge that if unforeseen circumstances arise, the timeline set forth may be adjusted and revised upon mutual written consent.
- D. Both PARTIES agree that until such time as the jurisdictional transfers of each identified street occurs, the PARTIES will retain their current operation and maintenance responsibilities, including those identified in the Letters of Understanding provided as Exhibits A and B.

ATTACHMENT 2

- E. The PARTIES agree that upon completion by COUNTY and acceptance by CITY, COUNTY shall initiate the road(s) transfer and the CITY agrees it shall accept such transfer. The PARTIES agree that such transfers may occur singly, or as a combination of some or all of the identified streets. Public Works staff for both PARTIES shall work together to put forward such transfers.
- F. Roads to be transferred by December 2015, with no additional improvement required:
- NW Wildwood Drive (County Road Number 14301);
 - NW North Albany Road (County Road Number 14400);
 - NW West Thornton Lake Drive (County Road Number 04420) easterly 470 feet.
- G. Roads to be transferred by December 2015 upon completion of the following improvements by COUNTY:
- NW Valley View Drive (County Road Number 04441) from NW Crocker Lane to NW Ridgeview Lane: spot repairs and additional 2-inch overlay approximately 170 feet on the east end – work to be completed by October 2015;
 - NW East Thornton Lake Drive (County Road Number 14402): spot repairs, 2-inch overlay – work to be completed by October 2015.
- H. Roads to be transferred by December 2016 upon completion of the following improvements to be performed by COUNTY:
- NW Robinhood Lane (County Road Number 04435): widen road to approximately 26 feet and apply a 2-inch overlay;
 - NW Meadow Wood Drive (County Road Number 04434): 75 feet of a 2-inch overlay starting at the intersection of Crocker and double chip seal. CITY shall complete water line replacement within project area prior to COUNTY completing said improvements.
 - NW Squire Street (County Road Number 04433): repaint striping in 2016;
 - NW Squire Place (County Road Number 04437): spot repairs, crack seal and chip/slurry seal - work to be completed by October 2016;
 - NW Grandview Drive (County Road Number 04436): spot repairs, crack seal and chip/slurry seal – work to be completed October 2016.
- I. Roads to be transferred by December 2021 upon completion of the following improvements to be performed by COUNTY:
- NW Gibson Hill Road (County Road Number 04910): drainage improvements including shallowing ditches and replacing deteriorated or undersized stormwater piping, incorporation of post-construction stormwater quality facilities as required by City standards, pedestrian facilities including sidewalks and crossings (see Exhibit C), structural repairs and treatments resulting in a structural section that will withstand a 20-year design traffic-loading period with 90 percent reliability and acceptable ride quality, and new thermoplastic pavement markings. CITY and COUNTY shall collaborate and agree on the scope of improvements proposed to meet the specified criteria prior to initiating construction. Improvements shall be completed as not to interfere with future intersection treatments anticipated at the intersection with Gibson Hill Road and Crocker Lane. These improvements will be phased over several years.
- J. Roads to be transferred following completion of urban upgrades by the CITY and \$200,000 payment from COUNTY to CITY for said upgrades:
- NW Crocker Lane (County Road Number 04403): northerly 2,090 feet between Valley View Drive and Meadow Wood Drive. The COUNTY shall make the \$200,000 payment to the CITY no later than December 31, 2017.

ATTACHMENT 2

3. LONG-TERM IMPROVEMENTS AND TRANSFERS

- A. Subject Streets, and remaining sections of Subject Streets, not identified for improvement and transfer in Section 2 shall remain in COUNTY jurisdiction until such time that the street has been brought up to urban standards consistent with the CITY's Development Code, Engineering Standards, and Standard Construction Specifications, or as otherwise agreed by both PARTIES; AND the CITY has agreed to accept jurisdiction. If CITY is accepting from COUNTY a roadway that has been improved to qualifying standards, the CITY shall accept the roadway without any additional maintenance compensation.
- B. Where CITY accepts jurisdiction and maintenance responsibility of a roadway in its existing condition without improvement to urban standards prior to transfer, COUNTY shall pay to CITY, in lieu of construction, the twenty- (20) year present worth value of anticipated maintenance costs. Calculations shall be made consistent with the principles described within the latest edition of *Principles of Engineering Economy*, by Grant and Iverson, or other method mutually agreed upon by the PARTIES.
- i. In determining the twenty- (20) year present worth 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 mutually agree to use other estimating techniques.
 - ii. The items to be considered in order to maintain the roadway for its intended twenty- (20) year future life shall be:
 - Slurry Seal at seven (7) years and at fourteen (14) years; and
 - A two-inch grind/overlay at twenty (20) years; and
 - The value of sweeping the roadway once a month; and
 - The value of re-striping the roadway once per year.
 - Any known wetland constraints/mitigation requirements for planned maintenance, improvement, or urban conversion.All other items which are not specifically identified shall be excluded.
 - iii. The sum of twenty- (20) year maintenance shall include an interest factor that shall be calculated by utilizing the preceding three- (3) year rolling averages of the LGPI published interest rate for municipal investments.
 - iv. PARTIES agree that some roadways will require an alternate method for determining the basis for computing the cash equivalent in lieu of roadway improvement. Various road classifications and partially improved roadways will likely require unique methods and negotiations to determine the cash equivalent. Any alternate methods shall be mutually agreed upon in writing by the PARTIES.
 - v. Nothing herein obligates COUNTY to transfer a road at CITY request.
- C. PARTIES agree that individual IGAs will be executed for each individual or group transfer of roads. These IGAs shall outline the specific details of each transfer agreement.
- D. PARTIES agree that road transfers shall include the transfer of associated easements (i.e. road drainage or slope easements), or assignment of rights/responsibilities for associated easements, as legally allowed. In the event any of the rights of easements, etc. are non-assignable, COUNTY agrees, pursuant to ORS 190.030, that CITY is vested with all powers, rights and duties relating to those easements that are vested with COUNTY.

4. NOTIFICATIONS REGARDING POTENTIAL ROADWAY IMPROVEMENTS

- A. CITY agrees to notify COUNTY of proposed Site Improvement projects, Site Plan Reviews, or potential Local Improvement Districts that might result in the improvement of COUNTY roads within the CITY's urban growth boundary.
- B. COUNTY agrees to notify CITY of proposed construction or reconstruction of any COUNTY roads within CITY's urban growth boundary to ensure proper coordination of various improvements.

ATTACHMENT 2

5. MAINTENANCE AGREEMENTS AND RESOURCE SHARING

- A. PARTIES agree that individual maintenance and jurisdictional agreements may be made as is beneficial and approved by both PARTIES. This may allow jurisdictional changes or maintenance agreements to occur in conjunction with or independent of IGA transfer agreements.
- B. 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 and to the extent that it is economically feasible) 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.

6. LAW ENFORCEMENT

- A. Nothing in this agreement shall affect the jurisdiction or responsibilities of the law enforcement agencies of the CITY or COUNTY.

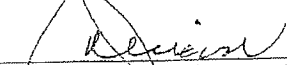
7. DISPUTE RESOLUTION

- A. The PARTIES agree to resolve all disputes that may arise pursuant to the terms of this Agreement by binding Arbitration. In the event the PARTIES cannot agree upon a single mutually acceptable Arbitrator, they shall apply to the presiding Judge of Benton County for the appointment of such Arbitrator. The costs of Arbitration shall be borne equally by both PARTIES and the Arbitrator's decision shall be binding and final. Except for the streets identified for near-term improvement and/or transfer in Section 2, 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.


8. TERM

- A. This Agreement shall be perpetual so long as there are COUNTY roads within the CITY urban growth boundary. With the exception of the provisions outlined in Section 2, either PARTY may terminate this agreement upon two (2) years written notice to the other. Notwithstanding the right to terminate, the PARTIES agree that all near-term improvements and transfers as described above in Section 2 shall be completed by the PARTIES.
- B. If COUNTY terminates this agreement prior to the CITY utilizing the full cash equivalent of in-kind services due from COUNTY, COUNTY shall make a cash payment to CITY for the cash equivalent of in-kind services.

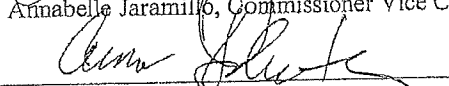
FOR COUNTY OF BENTON:



Jay Dixon, Commissioner Chair




Annabelle Jaramillo, Commissioner Vice Chair



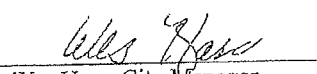
Anne Schuster, Commissioner

Approved as to Content:

FOR CITY OF ALBANY:




Sharon Konopa, Mayor



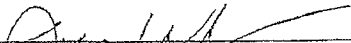
Wes Hare, City Manager

Approved as to Content:

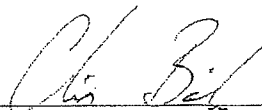


Jeff Blaine, P.E., Interim Public Works Engineering and Community Development Director

ATTACHMENT 2

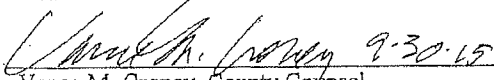


Joshua Wheeler, Public Works Director



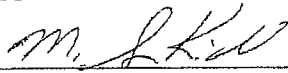
Chris Bailey, Interim Public Works Operations
Director

Approved as to Form:

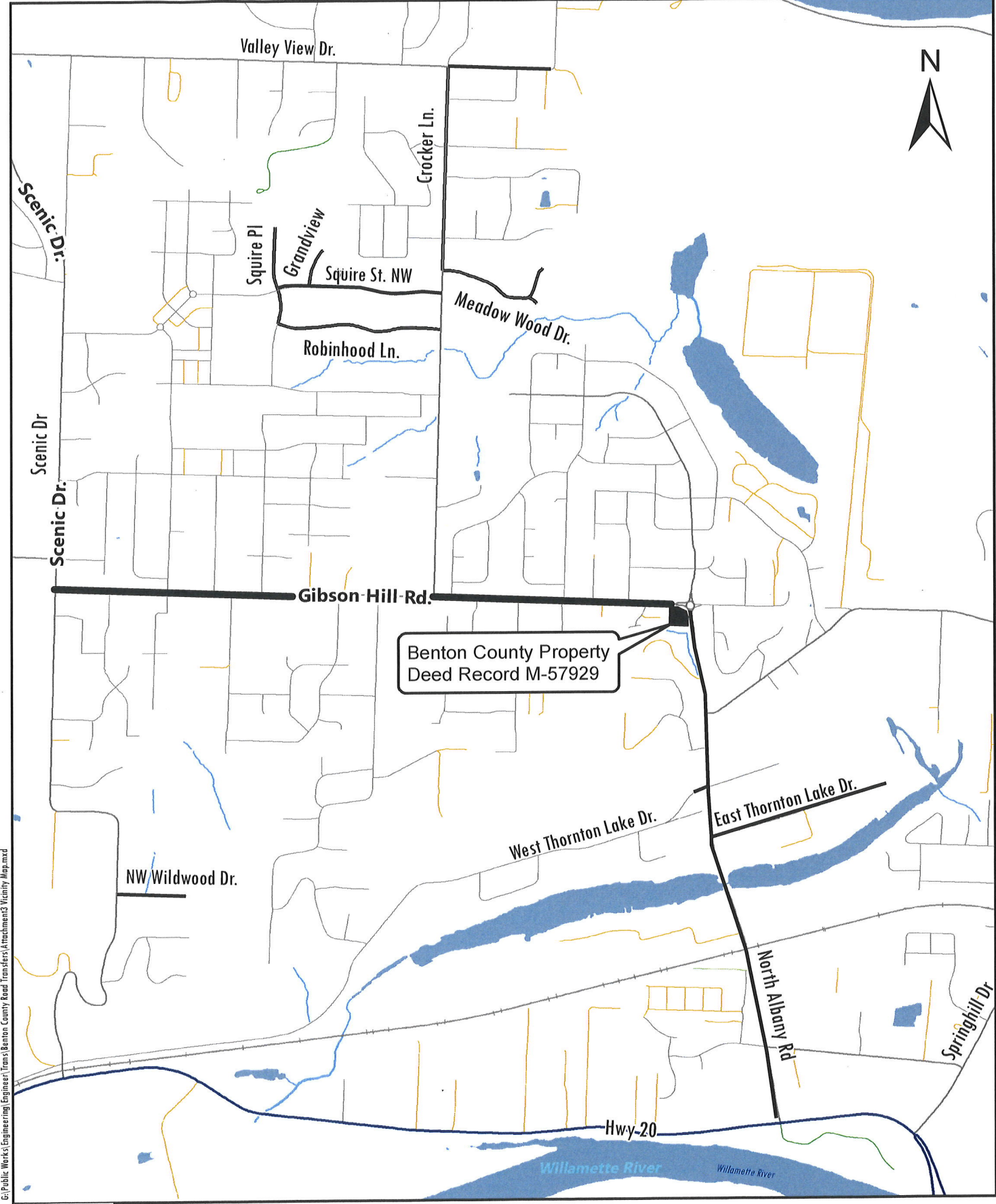


Vance M. Croney, County Counsel

Approved as to Form:



James Delapoe, City Attorney
M. Sean Kiehl



G:\Public Works\Engineering\Trans\Benton County Road Transfer\Attachments\Vicinity Map.mxd

Benton County Property
Deed Record M-57929



Date: 11/25/2024 Map Source: City of Albany, Benton County

Attachment 3 Vicinity Map

ATTACHMENT 4

AFTER RECORDING RETURN TO:

Benton County Public Works
360 SW Avery Avenue
Corvallis, OR 97333

SEND TAX STATEMENTS TO:

City of Albany
Finance Department
333 Broadalbin Street SW
Albany, OR 97321

BARGAIN AND SALE DEED

KNOW ALL PEOPLE BY THESE PRESENTS, that **BENTON COUNTY, OREGON, a political subdivision of the State of Oregon**, hereinafter called Grantor, conveys to **The City of Albany, Oregon, a municipal corporation**, hereafter called Grantee, unto Grantee's heirs, successors and assigns all of that certain real property with tenements, hereditaments and appurtenance thereunto belonging or in anywise appertaining, situated in the County of Benton, State of Oregon described as follows to wit:

Legal Description

See legal description on attached Exhibit "A" and map on attached Exhibit "B" attached hereto and made part hereof this description.

To Have and to Hold the same unto said Grantee and Grantee's heirs, successors and assigned forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ _0_.

In construing this deed and where the context so requires, the singular includes plural and all grammatical changes shall be implied to make the provisions hereof apply to corporations and to individuals.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES

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ATTACHMENT 4

ACCEPTED BY CITY OF ALBANY:

STATE OF OREGON)

County of Linn)ss.

City of Albany)

I, Peter Troedsson as City Manager of the City of Albany, Oregon pursuant to Resolution Number _____, do hereby accept on behalf of the City of Albany, the attached instrument pursuant to the terms thereof this _____ day of _____ 2024.

Peter Troedsson, City Manager

STATE OF OREGON)

County of Linn)ss.

City of Albany)

The instrument was acknowledged before me this _____ day of _____ 2024, by Peter Troedsson, City Manager, as representative of the City of Albany, Oregon.

NOTARY PUBLIC FOR OREGON

ATTACHMENT 4

10-4-36DB TAX LOT 100

EXHIBIT "A"

A tract of land described within a Warranty Deed Recorded M-57929-84, said property being a portion of the J.Q. Thornton Donation Land Claim No. 37, lying within Section 36, Township 10 South, Range 4 West, Willamette Meridian, Benton County, Oregon more particularly described as follows:

Beginning at a point on the North line of J. Quinn Thornton Donation Land Claim No. 37, 3975.84 feet Easterly along the claim line from the Northwest corner of said claim, being the Northeast corner of the property described in Book 148, Page 502, Deed Records of Benton County, Oregon; thence South 0° 02' East 227 feet along the East line of said property; thence South 89° 58' West parallel with the claim line a distance of 191.90 feet; thence North 0° 02' West parallel with the East line a distance of 227 feet to the claim line; thence North 89° 58' East 191.90 feet to the point of beginning, in the County of Benton and the State of Oregon.

EXCEPT: All that right of way that was dedicated to the county and all that right of way dedicated to the City of Albany per the dedication recorded as document 2005-389426.

This tract of land contains 0.81 acres more or less.

SUBJECT TO: Easements of record and an easement to PacifiCorp, an Oregon Corporation per document 2005-385958.

