

PASSED

ORIGINAL

IN THE BOARD OF COUNTY COMMISSIONERS OF LANE COUNTY
STATE OF OREGON

IN THE MATTER OF THE SURRENDER OF A) FINAL ORDER NO.
PORTION OF BOLTON HILL ROAD (COUNTY ROAD)
NUMBERS 405 & 1183) TO THE CITY OF VENETA) 10-11-3-5

WHEREAS, by Order Number 10-10-6-7 the Board of Commissioners set November 3, 2010 at 1:30 P.M. to conduct a public hearing on the matter of the surrender and transfer of jurisdiction of a portion of Bolton Hill Road (County Road No. 405 & 1183), which lies within the city limits, to the City of Veneta; and

WHEREAS, Bolton Hill Road (County Road No. 405 & 1183) was originally established in 1886, and altered in 1940 and 2009; and

WHEREAS, the portion of the road herein proposed for surrender extends from Territorial Highway westerly and southwesterly approximately 0.68 miles, and lies entirely within the area originally incorporated as the City of Veneta in 1962 by Lane County Commissioners Proclamation filed April 6, 1962 in Commissioners' Journal 14, Page 73; and

WHEREAS, in 2009 Lane County completed construction of the Bolton Hill Road Improvement Project (M.P. 0.000 to M.P. 0.653) and by Order No. 09-5-6-5 the Board approved an alteration of said road, beginning at Territorial Highway and extending westerly and southwesterly approximately 0.68 miles to a point just south of Dogwood Lane. In connection with said project, Lane County and the City of Veneta entered into an Intergovernmental Agreement (IGA) per ORS 373.260(1) whereby the City authorized Lane County to make improvements, acquire right of way, and assess properties within the corporate limits of the city for the Bolton Hill Road Improvement Project, and agreed to accept surrender as a city street the project portion of Bolton Hill Road upon completion of the project; and

WHEREAS, the City of Veneta has adopted Resolution Number 999, dated September 13, 2010, marked as Exhibit "D", attached hereto and made a part hereof by this Order, formally requesting that the jurisdiction of the subject portion of Bolton Hill Road (County Road No. 405 & 1183) as described in the attached Exhibit "A", which lies within the city limits, be transferred to the City of Veneta; and

WHEREAS, ORS 373.270 provides for the transfer from county jurisdiction to city jurisdiction of county roads within the corporate limits of a city whenever the county governing body deems it necessary, expedient or for the best interest of the county to do so, and the governing body of the city deems it necessary or expedient and for the best interest of the city to acquire jurisdiction over the county roads or parts thereof to the same extent as it has over other public streets and alleys of the city; and

WHEREAS, Lane County and the City of Veneta deem it necessary and expedient and in the best interest of each governing body to proceed with the transfer of jurisdiction over the portion of the county road described in the attached Exhibit "A"; and

WHEREAS, the value to the County of this jurisdictional transfer of responsibilities will be an estimated reduction in maintenance costs of \$78,500 over 10 years; and

WHEREAS, the road, or portion thereof, proposed to be surrendered is described in Exhibit "A", attached hereto and made a part hereof by this Order; and

WHEREAS, the road proposed to be surrendered as described in Exhibit "A" is depicted on map Attachment "A", also attached hereto and made a part hereof by this Order; and

WHEREAS, the Public Works Director of Lane County recommends that this portion of road be surrendered, as stated in the Final Director's Report, marked as Exhibit "B", attached hereto and made a part hereof by this Order; and

WHEREAS, all legal notice has been provided regarding this matter as required by law as witnessed by the Affidavit of Posting by the Lane County Surveyor marked as Exhibit "C", attached hereto and made a part hereof by this Order; and

WHEREAS, it appears that the surrender of the portion of Bolton Hill Road (County Road No. 405 & 1183) as described in the attached Exhibit "A" would be in the best interest of the county; now, therefore, it is hereby

ORDERED, that Lane County, in accordance with ORS 373.270, hereby surrenders jurisdiction of the portion of Bolton Hill Road (County Road No. 405 & 1183) as described in the Exhibit "A" attached hereto and made a part hereof by this Order, to the City of Veneta; and it is further

ORDERED, that this Order be filed with the Lane County Clerk in the Commissioners' Journal of Administration and copies be forwarded to the Lane County Surveyor and the Department of Public Works for updating appropriate indexes and County Road records.

EFFECTIVE DATE: 3rd day of November, 2010



Chair
LANE COUNTY BOARD OF COMMISSIONERS

APPROVED AS TO FORM:

Date 10-22-10 Lane County.



OFFICE OF LEGAL COUNSEL

EXHIBIT "A"

LEGAL DESCRIPTION	MILEAGE

BOLTON HILL ROAD (COUNTY ROAD NUMBERS 405 and 1183)	0.68
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All that portion of Bolton Hill Road (County Road Numbers 405 and 1183) from Territorial Highway westerly to centerline station L 35+89.99 PT Bk = L 36+13.16 POT Ah of that survey by the Lane County Department of Public Works filed February 18, 2009 in the Office of the Lane County Surveyor as county survey file number 41391, all in Section 36, Township 17 South, Range 6 West of the Willamette Meridian.

The above description for Bolton Hill Road is shown on Attachment "A" attached hereto and made a part hereof.

EXHIBIT "B"

is therefore recommended that the portion of Bolton Hill Road (County Road No. 405 & 1183), as described in Exhibit "A", be surrendered to the City of Veneta.

DATED this 20 day of October, 2010.



Director
Department of Public Works

EXHIBIT "C"
IN THE BOARD OF COUNTY COMMISSIONERS OF LANE COUNTY
STATE OF OREGON

IN THE MATTER OF THE SURRENDER OF A)
PORTION OF BOLTON HILL ROAD (COUNTY ROAD) AFFIDAVIT OF POSTING
NUMBERS 405 & 1183) TO THE CITY OF VENETA)

I, Mike Jackson, Lane County Surveyor, certify as follows:

That on the 13th day of October, 2010, and in accordance with ORS 373.270, I caused to be posted five (5) copies of the Notice of Hearing in the above entitled matter in five (5) places, positioned to be visible to the traveling public, as follows:


1. Posted on EPUD power pole #369210 at the northwest corner of the intersection of Bolton Hill Road and Territorial Hwy.
2. Posted on a Stop sign post at the northwest corner of the intersection of Bolton Hill Road and 5th Street.
3. Posted on a light pole with no identification number at the northeasterly corner of the intersection of Bolton Hill Road and 7th Street.
4. Posted on EPUD light pole #365101 at the southeast corner of the intersection of Bolton Hill Road and 8th Street.
5. Posted on the only Stop sign post at the intersection of Dogwood Lane with Bolton Hill Road.



Mike Jackson
Lane County Surveyor

State of Oregon)
County of Lane)

Subscribed and sworn to before me this 14th day of October, 2010 by
Mike Jackson, Lane County Surveyor.



NOTARY PUBLIC FOR OREGON
My Commission Expires:

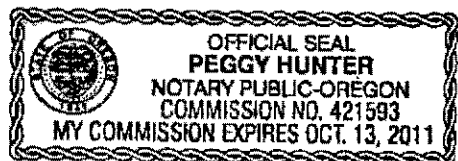


EXHIBIT "D"

Surrender, Portion of Bolton Hill Rd
(Page 1 of 6)

RESOLUTION NO. 999

A RESOLUTION REQUESTING LANE COUNTY TO SURRENDER PORTIONS OF BOLTON HILL ROAD, COUNTY ROAD NO. 1183 WITHIN THE LIMITS OF THE CITY OF VENETA PURSUANT TO INTERGOVERNMENTAL AGREEMENT BETWEEN LANE COUNTY AND THE CITY OF VENETA DATED JULY 30, 2007

The City Council of the City of Veneta finds that:

A. ORS 190.010 (*and the City of Veneta Charter of 1999*) provides that units of local government may enter into agreements for the performance of any and all functions and activities that a party to the agreements, its officers or agents have authority to perform.

B. ORS 373.260(1)(a) provides that counties and cities may enter into intergovernmental agreements for the construction, improvement or repair of, and the acquisition of right of way for any county road or city street within the corporate limits of the city.

C. Lane County and the City of Veneta entered into that certain Intergovernmental Agreement dated July 30, 2007, concerning the Bolton Hill Road Improvement Project, MP 0.00 to MP 0.653, a copy of which is attached hereto and labeled as "Exhibit A"

D. Pursuant to Paragraph 10 of said Agreement under "CITY AGREES TO" the City of Veneta has agreed to accept surrender of said portions of Bolton Hill Road and to furnish all necessary City Council resolutions or actions necessary to accomplish said surrender.

E. ORS 373.270 requires that the City may initiate the surrender action by passage of appropriate municipal legislation that requests surrender.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VENETA, A Municipal Corporation of the State of Oregon, as follows:

Section 1. The City of Veneta hereby requests surrender from Lane County of the said portions of Bolton Hill Road (MP 0.00-MP 0.653) pursuant to the above referenced Intergovernmental Agreement.

Section 2. The City Recorder is requested to forward a copy of this Resolution to Lane County upon its adoption.

Section 3. This Resolution shall become effective immediately upon its adoption.

The foregoing resolution adopted this 13th day of September, 2010.


Sharon Hobart-Hardin, Mayor

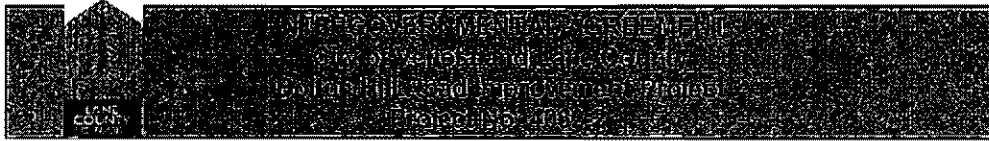
ATTEST:



Darci Henneman, Assistant City Recorder

6984

City of Veneta
RESOLUTION NO. 999
Exhibit "A"



THIS AGREEMENT is entered into by and between Lane County, a political subdivision of the State of Oregon, hereinafter referred to as **COUNTY**, and the City of Veneta, a municipal corporation of the State of Oregon, hereinafter referred to as **CITY**.

RECITALS

1. ORS 190.010 and the Lane County Home Rule Charter provide that units of local government may enter into agreements for the performance of any and all functions and activities that a party to the agreements, its officers or agents, have authority to perform; and
2. ORS 373.260(1)(a) provides that counties and cities may enter into intergovernmental agreements for the construction, improvement or repair of, and the acquisition of right-of-way for any county road or city street within the corporate limits of the city; and
3. Through adoption of the 2008 through 2012 Capital Improvement Program, the Lane County Board of Commissioners has allocated \$1,750,000 in General Construction funding to the Bolton Hill Road Improvement Project (M.P. 0.00 to M.P. 0.65, hereinafter referred to as **PROJECT**), which has been identified in both the Veneta Transportation System Plan and the Lane County Transportation System Plan as an Urban Standards Improvement Project. **PROJECT** will widen the road and will include two 11-foot travel lanes and intermittent left turn lanes from Territorial Highway to the westerly limit of the project at Dogwood Lane. Roadside drainage within the project area will be accommodated by means of a closed storm drainage system, utilizing curb and gutters with catch basins, and it is the intent of the parties that the storm water drainage system will comply with **CITY'S** storm water detention policy. Sidewalks will be constructed along both sides of the road over the entirety of the project area. Notwithstanding the above, the specific details of **PROJECT** may be modified by mutual agreement between **CITY** and **COUNTY**.
4. Work of concern to **CITY** in connection with this project includes modification and/or relocation of an existing municipal waterline within the area of the proposed project, assessment of the costs of constructing curbs, gutter and sidewalks to benefiting owners, provision for future sanitary sewer line installation within the project area if desired, provision for street lighting, provision for a future traffic signal at the Bolton Hill Road/8th Avenue intersection and installation of a conduit under the proposed road to provide for installation of a treated wastewater line to serve the Territorial Sports ball fields on the south side of Bolton Hill Road.

AGREEMENTS

COUNTY AGREES TO:

1. Perform public involvement activities related to **PROJECT** including mailing **PROJECT** notification materials to affected owners and interested parties, obtain Design Concept approval from the Board of County Commissioners, and provision of necessary drawings and technical information as jointly agreed by the parties.

EXECUTED

EXHIBIT "D"

Surrender, Portion of Bolton Hill Rd
(Page 3 of 6)

IGA-Bolton Hill Road Improvement Project
Page 2 of 5

2. Survey, perform design and construction engineering, acquire all necessary permits, prepare plans and specifications, call for bids, and award and administer the construction contract.
3. Provide plan sets at 30%, 60%, and 90% for review by the CITY to ensure project meets CITY design standards.
4. Provide right-of-way acquisition services for PROJECT and acquire property for PROJECT on behalf of the CITY as CITY property or right-of-way.
5. Assess benefiting properties under the jurisdiction of CITY in accordance with the Lane County Special Assessment Policy as outlined in Lane Code Chapter 15 and ORS 371.625, which states that the cost of constructing the curb, gutter and sidewalks shall be assessed to the abutting properties on the following basis: curb and gutter by the linear foot; sidewalks by the square yard (excluding driveway sections), and driveways by the square yard, and adding up to an additional 25% for engineering and administrative costs.
6. Provide base data to the CITY by December 1, 2007 to ensure delivery of designs to be furnished by the CITY to the COUNTY by February 1, 2008.
7. Submit to CITY in advance of work to be performed, a billing for estimated ineligible Road Fund project costs as defined by the Oregon Constitution to be borne by CITY, which include but are not limited to waterline, sanitary sewer, and stormwater facility work.
8. Provide CITY with detailed documentation of any expenditures associated with the construction for which CITY has, with the execution of this Intergovernmental Agreement, agreed to pay, within 90 days of project completion. Under no conditions shall COUNTY'S obligations for PROJECT exceed a maximum amount of \$1,750,000, unless agreed upon by both parties.

CITY AGREES TO:

1. Authorize COUNTY to work within CITY right-of-way.
2. Through CITY Council action, authorize COUNTY to act as agent of the CITY for the appraisal, negotiation and acquisition of certain real properties rights needed to construct PROJECT.
3. Through CITY Council action, authorize COUNTY to commence and prosecute, in the Circuit Court of Lane County, in the name of the CITY of Veneta, any necessary proceedings for the condemnation and immediate possession of necessary real property rights and for the assessment of damages for the taking thereof if the COUNTY is unable by negotiations to reach an agreement for the acquisition of the necessary real property rights. If PROJECT requires condemnation action for the property acquisition, the parties shall determine the provision of legal services on a case by case basis.
4. Authorize the CITY Administrator, or other designated representative, as signer on behalf of the CITY for all Appraisals and Settlement Agreements including actions to commence condemnation proceedings.

EXHIBIT "D"
Surrender, Portion of Bolton Hill Rd
(Page 4 of 6)

IGA-Bolton Hill Road Improvement Project
Page 3 of 5

5. Present to the Veneta City Council, with CITY staff's recommendation for approval, a resolution to approve the Adopted Design Concept for PROJECT that is the subject of this Agreement and to authorize COUNTY to assess any benefiting properties under the jurisdiction of CITY.

6. Transfer funds to COUNTY as CITY'S contribution to total project costs in the amount of \$360,000 no later than 30 days after billing from COUNTY once a construction contract has been awarded by COUNTY.

7. Be responsible for, and make advance payment to COUNTY for all road fund ineligible costs as defined by the Oregon Constitution. All invoices due within 30 days of billing.

8. Cooperate with COUNTY on the application for and the obtaining of any and all permits and clearances needed for PROJECT which may require the consent and assistance of CITY.

9. Cooperate with COUNTY in regard to (including but not limited to) construction administration and management issues. Delegate authority to COUNTY for (including but not limited to) review and approval of construction contract change orders and extra work up to \$5,000 per occurrence on CITY funded work items. COUNTY shall report change orders and extra work changes under \$5,000 to the CITY within two weeks of their approval.

10. Accept surrender as a CITY street that portion of Bolton Hill Road within the project area and to furnish all necessary City Council resolutions or actions necessary to accomplish said surrender.

CITY'S OPTIONS:

1. In order to provide better transition to future development property, and if CITY determines it has adequate funding available, westerly PROJECT limit will extend to approximate milepost 0.75.

2. At CITY'S request and expense, the PROJECT may include installation of a bioretention storm water facility along the south side of Bolton Hill Road from approximate MP 0.13 to MP 0.47.

3. CITY to complete the work of installing sanitary sewer lines, if any, relocation of the waterline and installation of the treated wastewater conduit should CITY determine not to include said work as part of COUNTY'S construction contract prior to COUNTY'S letting the contract for the improvement project, and in any event no later than March 1, 2008 or if CITY opts to include said work as part of COUNTY'S construction project, CITY agrees to furnish plans and specifications to be included in COUNTY'S plans and specifications no later than February 1, 2008, and authorizes COUNTY to construct these improvements within CITY jurisdiction. If COUNTY incurs additional costs in the form of delays or extra work from these items being undertaken by CITY and not completed as agreed, then CITY agrees to reimburse COUNTY for the additional costs incurred in connection therewith.

4. The design for said conduit, municipal waterline and sanitary sewer work shall be furnished by CITY, and provided to COUNTY no later than February 1, 2008 for inclusion in the project plans and specifications, whether said work is to be

IGA-Bolton Hill Road Improvement Project
Page 4 of 5

accomplished as part of the contract or separately by **CITY** prior to start of construction under the contract.

5. **COUNTY** to include the work of relocating the waterline or provision of protection for the existing waterline (pursuant to a design to be prepared and paid for by **CITY**), installation of a sanitary sewer line and treated wastewater conduit, street lighting, and installation of conduit(s) to accommodate the installation of a future traffic signal at the intersection of Bolton Hill Road and 8th Avenue as separate line items of work in the Construction Contract for **PROJECT**, and submit accounting statements to **CITY** for the actual costs of the installation(s) as well as that portion of the total costs for preparation of plans and specifications and contract administration that is attributable to these items of work, if **CITY** determines to include work as part of **COUNTY'S** construction contract.

BOTH PARTIES AGREE:

1. Jointly approve contract plans, specifications, other **PROJECT** documents, and jointly approve the awarding of the construction contract to the successful bidder.
2. Jointly inspect **PROJECT** for acceptance upon completion.
3. **COUNTY** may, at any time, upon 60 days prior written notice of default to the **CITY**, terminate this Agreement for any reason, including but not limited to the following:
 - a) **CITY** substantially fails to provide services called for by this agreement within the time specified herein or any extension thereof; or
 - b) **CITY** fails to perform any of the provisions of this agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from **COUNTY** fails to correct such failure within 10 days or such longer period as **COUNTY** may authorize; or
 - c) **COUNTY** fails to receive funding, appropriations, limitations or other expenditure authority at levels sufficient to pay for the work provided in this agreement.

However, any such termination shall be without prejudice to any liabilities or obligations of any part already accrued as of receipt of the written notice. The **COUNTY** may terminate if federal, state, or local laws, regulations or guidelines are modified or interpreted in such a way that either the work under this agreement is prohibited or **COUNTY** is prohibited from paying for such work from the planned funding source. The date of the termination shall be no later than the effective date of the change in the law.

4. To the extent allowable by the Oregon Constitution and limitations of the Oregon Tort Claims Act, each of the parties hereto agree to indemnify and save the other harmless from any claims, liability or damages resulting from any error, omission or act of negligence on the part of the indemnifying party, its officers, agents or employees relative to the responsibilities of the indemnifying party in performance of this agreement.

5. The term of this agreement commences upon the date of the final execution thereof and terminates upon final acceptance of **PROJECT** by **CITY** and **COUNTY** or three years from the execution date, whichever shall occur first. This agreement may be extended by mutual agreement between the parties.

6. Dispute Resolution. The parties shall exert every effort to cooperatively resolve any disagreements they may have under this Agreement. In the event that the parties alone are unable to resolve any conflict under this Agreement, they agree to present their disagreements to a mutually selected mediator. Each party shall bear its own costs for mediation and the parties shall share the cost of the mediator. This procedure shall be followed to its conclusion prior to either party seeking relief from a court, except in the case of an emergency.

If the dispute remains unresolved through mediation, the parties may agree in writing to submit the dispute to arbitration, using such arbitration process as they may choose at the time and which includes the following conditions:

- a) The location of the arbitration shall be in Eugene, Oregon;
- b) Each party shall bear its own costs (except arbitration filing costs), witness fees, and attorney fees;
- c) Arbitration filing costs and any arbitrator's fees will be divided equally between the parties; and
- d) Judgment upon award rendered by the Arbitrator may be entered in a court in Lane County, Oregon.

7. This agreement constitutes the entire agreement between the COUNTY and the CITY on the subject matter hereof. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both the COUNTY and the CITY. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The delay or failure of the board to enforce any provision of this agreement shall not constitute a waiver by the COUNTY of that provision or any other provision. The CITY, by the signature below of its authorized representative, hereby acknowledges that it has read this agreement, understands it, and agrees to be bound by its terms and conditions.

CITY OF VENETA

By: Margaret Bosteel AIC
Ric Ingham

Title: City Administrator

Date: 6-26-07

Address for Notice:
City of Veneta
P O Box 458
Veneta, OR 97487

LANE COUNTY

By: William A. Van Vactor
William A. Van Vactor

Title: County Administrator

Date: 7/20/07

Address for Notice:
Lane County Public Works
3040 North Delta Highway
Eugene, OR 97408

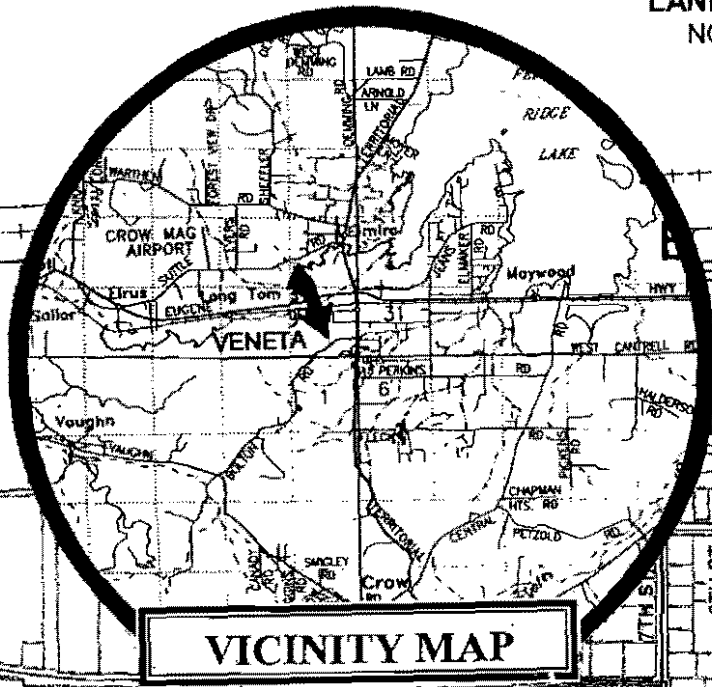
APPROVED AS TO FORM

Date: _____ Lane County

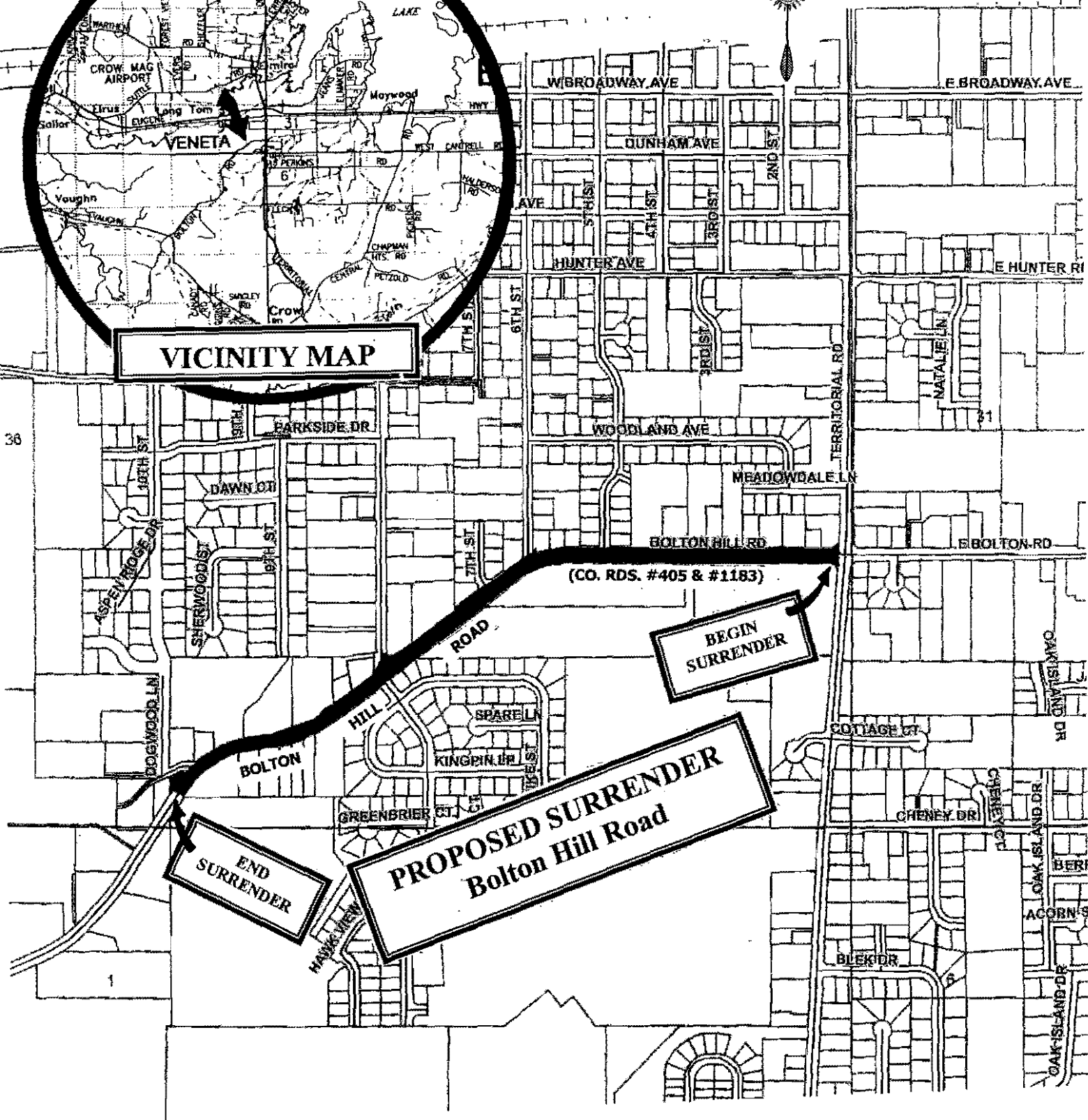
Office of Legal Counsel

ATTACHMENT "A"

SURRENDER OF PORTION OF BOLTON HILL ROAD (CO. RD. #405 & #1183)
TO THE CITY OF VENETA
Section 36, T. 17 S. R. 6 W., W.M.
LANE COUNTY
NO SCALE



VICINITY MAP



36

END SURRENDER

PROPOSED SURRENDER
Bolton Hill Road

BEGIN SURRENDER

(CO. RDS. #405 & #1183)