

RESOLUTION NO. 969

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT BETWEEN MULTNOMAH COUNTY, STATE OF OREGON, AND THE CITY OF TROUTDALE FOR ABANDONMENT AND RETENTION.

WHEREAS, By the authority granted in ORS 366.770 and 366.775, the State may enter into cooperative agreements with cities and counties for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties; and

WHEREAS, Crown Point Highway, State Secondary Highway No. 125, is a part of the State highway system under the jurisdiction and control of the Oregon Transportation Commission. This Highway also passes through a portion of the City of Troutdale and Multnomah County jurisdiction and primarily serves as a local arterial; and

WHEREAS, State and City entered into agreement No. 8583 date January 6, 1986 concerning the preliminary engineering for the eventual reconstruction of the "Halsey-Kibling" section of Crown Point Highway. State has completed the preliminary engineering for the project and plans have been submitted to the City. The agreement is attached as "Exhibit A" and by this reference made a part hereof; and

WHEREAS, On July 25, 1991, State, County and City entered into a Memorandum of Understanding to enable the timely completion of several needed highway improvements in Troutdale and Multnomah County including: the construction of the "Kendall-Kibling" section of Crown Point Highway and State's contribution of \$240,000 to the City for said project; construction of the Graham Road Bridge project; the transfer of Crown Point Highway and Graham Road to the County; the transfer of the frontage road along the I-84 on-ramp and the 40 foot access easement to City by the State. This Memorandum of Understanding is attached as "Exhibit B" and by this reference made a part hereof; and

WHEREAS, By the authority granted in ORS 366.290(3) and with the written consent of the County in which a particular highway or part thereof is located, the department may, when in its opinion the interests of the State will be best served, eliminate from the state highway system any road or highway or part thereof. Thereafter the road or highway or part thereof eliminated shall become a county road or highway, and the construction, repair, maintenance, or improvement and jurisdiction over such highway shall be exclusively under the county in which such highway or road is located; and

WHEREAS, Pursuant to ORS 366.395(2), the State may sell, lease, exchange or otherwise dispose of such real or personal property in such a manner as in the judgment of the department will best serve the interests of the State and will most adequately conserve highway funds.

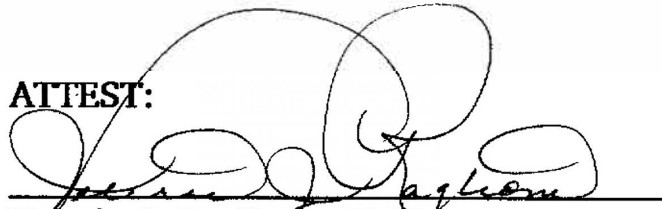
NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE THAT:

The Mayor of the City of Troutdale is hereby authorized to enter into an Intergovernmental agreement titled 'ABANDONMENT AND RETENTION AGREEMENT' between Multnomah County, State of Oregon Department of Transportation and the City of Troutdale.

ADOPTED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE THIS 23RD DAY OF JUNE, 1992.

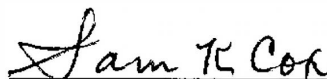
YEAS: _____
NAYS: _____
ABSTAINED: _____

ATTEST:



Valerie J. Raglione, CMC
City Recorder

F:\ORDRES\ABANDONM.969



Sam K. Cox, Mayor

Dated:



June 15, 1992

Approved: OSHD Staff
EDM:bkb
11/27/85
Revised 12/5/85

**RECORD
COPY**

Misc. Contracts & Agreements
No. 8583

**COOPERATIVE IMPROVEMENT AGREEMENT
PRELIMINARY ENGINEERING**

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, Highway Division, hereinafter referred to as "State"; and the CITY OF TROUTDALE, a municipal corporation of the State of Oregon, acting by and through its City Officials, hereinafter referred to as "City".

W I T N E S S E T H

RECITALS

1. For the purpose of furthering the development of a highway system adapted in all particulars to the needs of the people of the state of Oregon, State and City cooperatively plan to perform preliminary engineering work for the eventual reconstruction of the Halsey St.-Kibling St. (Section), Crown Point Highway, hereinafter referred to as "project". The location of the project is approximately as shown on the attached sketch map and by this reference made a part hereof. The project will be financed cooperatively by City and State with the State paying 75 percent and the City paying 25 percent of the project cost.

2. By the authority granted in ORS 366.770 and 366.775, State may enter into cooperative agreements with counties and cities for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.

3. By the authority granted in ORS 373.020, (1) complete jurisdiction and control of streets taken over by the State is vested in State and extends from curb to curb, or such portion of the right-of-way utilized for highway purposes. Responsibility for and jurisdiction over all other portions of the street or road remains in the City; (2) cities retain the right to grant the privilege to open the surface of any such street or road, but any changes shall be promptly repaired by City at its sole expense; (3) cities retain the right to grant franchises over, beneath, and upon the street, but the State may utilize any storm sewers thereon or thereunder without cost; (4) nothing in this Act relieves any public utility from maintenance and repair or any other obligation required by it under a franchise granted by City.

4. By the authority granted in ORS 366.425, as amended by Chapter 365, Oregon Laws, 1979, any county or city may deposit monies, or an irrevocable letter of credit, with the Department of Transportation for performance of work upon any public highway within the state. When any money or a letter of credit is deposited, the State shall proceed with the project. Money so deposited shall be disbursed for the purpose for which it was deposited.

5. It is proposed that the project will consist of all preliminary engineering and design work necessary to produce plans, specifications, and estimates for roadway widening that will include drainage, bikepath, parking, and sidewalks.

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

STATE OBLIGATIONS

1. State shall conduct the necessary field surveys, soils investigations, and perform all preliminary engineering and design work required to produce plans, specifications, and estimates.

2. State shall arrange conferences with the City during the project to review the work in progress. State shall submit plans, specifications, and estimates to City for review and approval prior to the final project billing to City.

3. State shall compile accurate cost accounting records and furnish the City with an itemized statement of the actual final preliminary engineering costs.

CITY OBLIGATIONS

1. City shall, upon execution of this agreement, forward to the State an advance deposit in the amount of \$5,562.50, said amount being equal to 25 percent of the estimated total cost of the preliminary engineering required for the project.

Upon completion of the project and receipt from the State of an itemized statement of the actual cost of the project, City shall pay any amount which, when added to the City's advance deposit, will equal 25 percent of the actual total cost of the project. Any portion of said advance deposit which is in excess of 25 percent of the total cost will be refunded to City.

2. City shall adopt an ordinance or resolution, as the case may be, authorizing the Mayor and City Recorder to enter into this agreement, and the same shall be attached hereto and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written. City Officials have acted in this matter in accord with Resolution No. 604-R adopted by its City Council on the 10th day of Dec., 1985.

The Oregon Transportation Commission, by a duly adopted delegation order, authorized its Chairman or Vice Chairman to act in its behalf in approving this agreement. Approval for this agreement was given on 1-6-86 by CHAIRMAN ANTHONY YTURRI. The delegation order also authorizes the State Highway Engineer to sign this agreement for and on behalf of the Commission. Such authority is set forth in the Minutes of the Oregon Transportation Commission.

APPROVAL RECOMMENDED

By 
Region Engineer

STATE OF OREGON, by and through its Department of Transportation, Highway Division

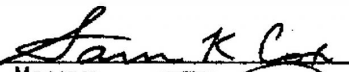
By 
State Highway Engineer

APPROVED AS TO LEGAL SUFFICIENCY

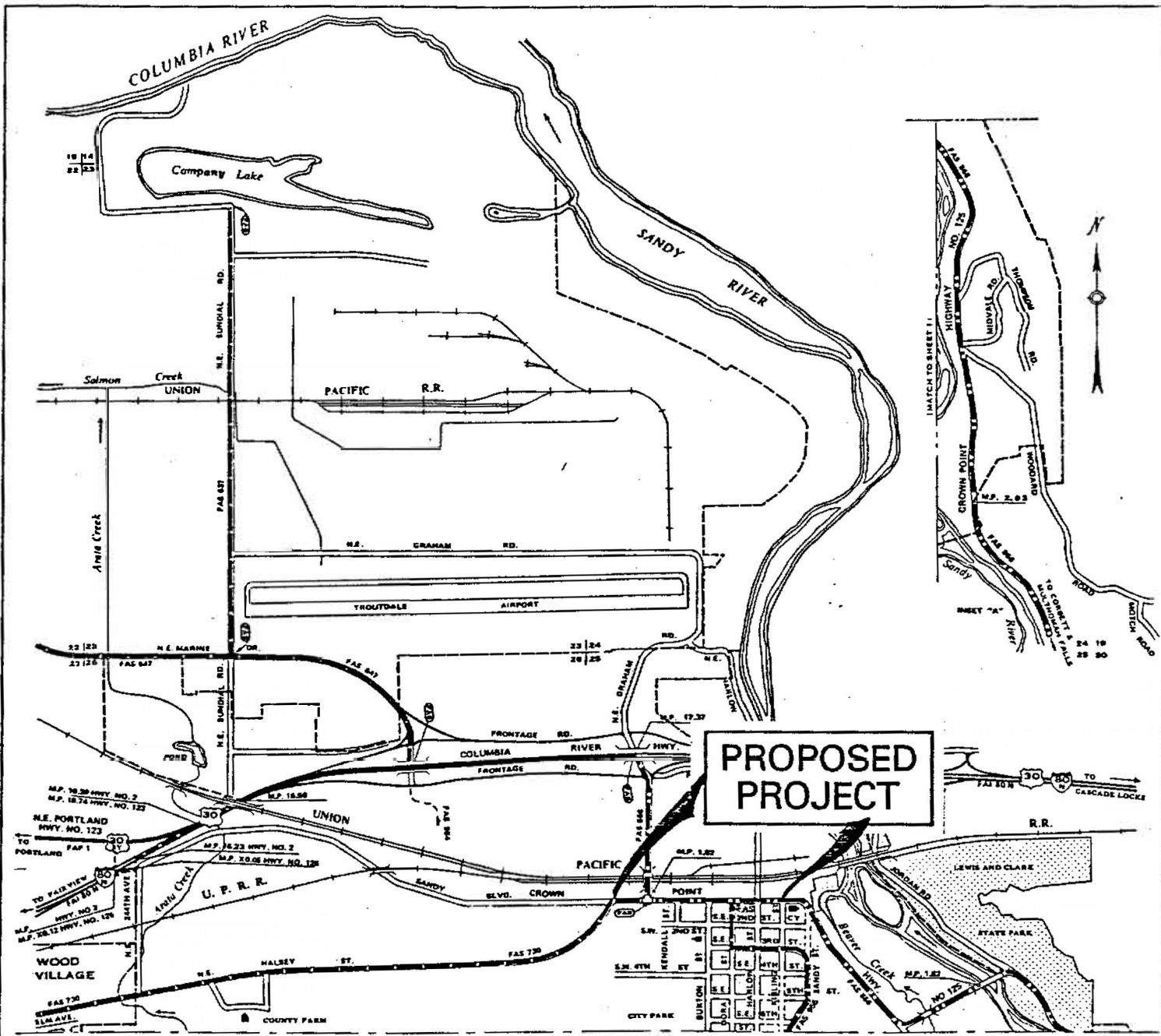
By 
Asst. Attorney General

12-17-85
Date

CITY OF TROUTDALE, by and through its City Officials

By 
Mayor

By 
City Recorder



(MATCH TO SHEET 21)

TIN RSE W. M.

PROPOSED PROJECT

TROUTDALE

MULTNOMAH COUNTY, OREGON

- LEGEND**
- FEDERAL AID INTERSTATE SYSTEM
 - FEDERAL AID PRIMARY SYSTEM
 - FEDERAL AID SECONDARY SYSTEM-STATE
 - FEDERAL AID SECONDARY SYSTEM-COUNTY
 - OTHER FEDERAL AID SECONDARY-LOCAL
 - TERMINATION OF FA SYSTEM
 - TERMINATION OF ROUTE
 - DIVIDED HIGHWAY
 - UNDIVIDED HIGHWAY-NO. OF LANES
 - STREET OPEN FOR TRAVEL
 - STREET DEDICATED BUT NOT OPEN

- INTERSTATE NUMBERED ROUTE (FAI)
- U.S. NUMBERED ROUTE
- STATE NUMBERED ROUTE
- POST OFFICE
- SCHOOL
- CITY CENTER
- R.R. DEPOT
- CITY LIMITS
- PUBLIC BLDG.
- CITY MALL
- COURT HOUSE
- ARMORY
- LIBRARY

DESIGNED BY
OREGON STATE HIGHWAY DEPARTMENT

APPROVED BY
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

Population 1,580
Scale as Shown

REVISED FEB. 1973

SHEET ARRANGEMENT



SHEET 1 OF 2 SHEETS

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

Oregon Department of Transportation
Multnomah County/Engineering Services
City of Troutdale/City Administrator

The Oregon Department of Transportation, Highway Division (STATE), Multnomah County/Transportation Division (COUNTY) and City of Troutdale/City Administrator (CITY) have developed a proposal which will enable the timely completion of several needed highway improvements in Troutdale and Multnomah County concurrently with the transfer of roads and road-related facilities consistent and in conformance with Oregon Transportation Commission policy. Upon enactment of this Memorandum of Understanding, the undersigned agree to present to the Oregon Transportation Commission, the Multnomah County Board of Commissioners and Troutdale City Council for their consideration and approval: (A) an "Abandonment and Retention Agreement" which will constitute the formal mechanism for COUNTY assuming responsibility for the ownership and maintenance of the below described portions of Crown Point Highway and Graham Road (B) an agreement between COUNTY and CITY designating CITY as COUNTY's responsible agent for design and construction of the "Kendall-Kibling" project, (C) a "Cooperative Improvement Agreement: Preliminary Engineering Construction Finance Agreement," which will constitute the formal mechanism for STATE's reimbursement to CITY for construction of the "Kendall-Kibling" project and (D) an agreement which will transfer the Kendall access road to CITY and will provide STATE perpetual access to the Sandy River Bridge.

State dollars paid to CITY must be used for transportation purposes on Crown Point Highway consistent with the Oregon Constitution and statutes. CITY will be responsible to account for expenditure of state funds.

This Memorandum of Understanding addresses the following issues:

- 1) "UPRR (Graham Road) Bridge #6967" project as identified and approved in the ODOT 1991-1996 Six-Year Highway Improvement Program dated July, 1990. This project will widen Graham Road (257th Avenue) and the structure over the Union Pacific Railroad to accommodate increased traffic and a declining level of service. This project will generally include bridge widening/reconstruction, roadway widening from I-84 to the Historic Columbia River Highway (Crown Point Highway), signalization of the South Frontage Road/on-ramp intersection with Graham Road (257th), lineal illumination consistent with 257th Avenue south of the Historic Columbia River Highway (Crown Point Highway).

The project will be constructed to accommodate a planned seven-foot sidewalk on the north side of the Historic Columbia River Highway (Crown Point), and CITY will agree to pay the incremental costs associated with retaining wall structures for this increased sidewalk width (from a planned five-foot to a proposed seven-foot) in the area affected south of the proposed bridge widening to the sidewalk(s) connection at the Historic Columbia River Highway.

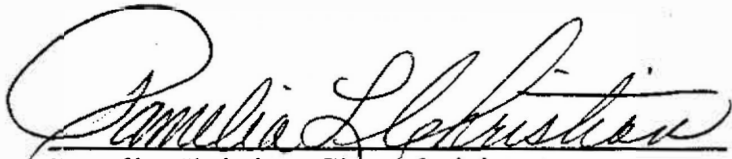
STATE will agree to grant to CITY right-of-way of at least 40 feet in width for roadway purposes as described by CITY for the new Kendall access road across STATE-owned right-of-way. CITY also will agree to assume responsibility for the access road to the Sandy river south of I-84. Upon completion of a new access (Kendall Road), STATE will close the current intersection of Kendall Road with Graham Road near the eastbound I-84 on-ramp and CITY will provide STATE perpetual and continuous access over the new Kendall Road alignment to its Sandy River Bridge supports.

COUNTY will agree to assume transferred ownership and responsibility for the portion of Graham Road from its intersection with the Historic Columbia River Highway (Crown Point Highway/M.P. 18.14) north to the South Frontage Road/eastbound on-ramp of I-84 (M.P. 17.90). STATE will retain responsibility for the roadway within the interchange terminals including the proposed signalized intersection on the South Frontage Road/on-ramp and the intersection of the North Frontage Road/westbound off-ramp. COUNTY will agree to retain current state access control requirements on Graham Road to protect traffic operations at the interchange terminals.

- 2) The commitment of STATE to fund the construction of the "Kendall-Kibling" project on the Crown Point Highway, as identified and approved in the ODOT 1991-1996 Six-Year Highway Improvement Program dated July, 1990.

STATE will agree to contribute an amount up to but not exceeding \$240,000. The contribution of STATE will be limited to the reconstruction and widening of the roadbed to meet structural and cross-sectional requirements as set forth in ODOT's preliminary design of "Kendall-Kibling" (10/26/87). CITY will prepare finalized contract plans, subject to STATE approval. STATE approval will be guided by ODOT "Standard Specifications for Highway Construction," and/or the Oregon APWA "Standard Specifications for Public Works Construction" STATE approval is limited to those project items set forth in ODOT's preliminary design.

COUNTY will agree to assume transferred ownership and responsibility for the portion of Crown Point Highway from its intersection with N.E. 244th Avenue (M.P. .04) near its intersection with I-84 eastward to the west end of the Sandy River Bridge (M.P. 1.85).

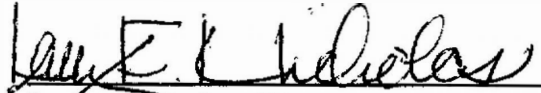


Pamelia Christian, City Administrator
City of Troutdale



Don Adams, Region 1 Engineer
Oregon Department of Transportation

Date: July 25, 1991



Larry Nicholas, Director
Transportation Division
Multnomah County