

RESOLUTION NO. 96-036

A RESOLUTION AUTHORIZING EXECUTION OF A
COOPERATIVE IMPROVEMENT AGREEMENT CONCERNING
PRELIMINARY ENGINEERING AND CONSTRUCTION
FINANCE FOR THE CHENOWETH INTERCHANGE

WHEREAS, the City and the State of Oregon entered into an agreement on June 3, 1993, which identified each party's responsibility for the operation and maintenance of certain City streets, based upon the State Department of Transportation's ("ODOT") participation in the future construction of the Chenoweth Interchange; and

WHEREAS, the State has submitted a cooperative improvement agreement concerning preliminary engineering and construction finance for the Chenoweth Interchange to the City and other public agencies participating in the project; and

WHEREAS, timely completion of the Chenoweth Interchange is a vital element of ensuring a successful operation for the Gorge Discovery Center; and

WHEREAS, execution of the cooperative agreement, a copy of which is attached as Exhibit "A", is in the best interests of the citizens of The Dalles; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF THE DALLES RESOLVES AS FOLLOWS:

Section 1. The Mayor, City Manager, and City Attorney are authorized to execute the Cooperative Improvement Agreement attached as Exhibit "A".

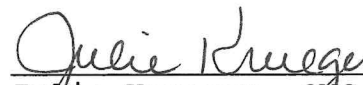
PASSED AND ADOPTED THIS 12th DAY OF AUGUST, 1996.

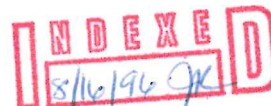
Voting Yes, Councilmembers:	<u>Koch, Van Cleave, Briggs, Davis, Hill</u>
Voting No, Councilmembers:	<u>None</u>
Absent, Councilmembers:	<u>None</u>
Abstaining, Councilmembers:	<u>None</u>

AND APPROVED BY THE MAYOR THIS 12TH DAY OF AUGUST, 1996.

Attest:


David R. Beckley, Mayor


Julie Krueger, CMC, City Clerk



DRAFT

April 17, 1995

Misc. Contracts & Agreements
No. 13,890

COOPERATIVE IMPROVEMENT AGREEMENT
PRELIMINARY ENGINEERING AND CONSTRUCTION FINANCE

THIS AGREEMENT is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State "; CITY OF THE DALLES, acting by and through its Elected Officials, hereinafter referred to as "City"; the COUNTY OF WASCO, acting by and through its Elected Officials, hereinafter referred to as "County"; and the PORT OF THE DALLES, by and through its Elected Officials, hereinafter referred to as "Port".

W I T N E S S E T H

RECITALS

1. The Lower Columbia River Highway is a State highway under the jurisdiction and control of the Oregon Transportation Commission.
2. By the authority granted in ORS 190.110, 366.77 and 366.775, State may enter into agreements with counties and cities for the performance of work on certain types of improvement projects with the allocation of costs pursuant to terms and conditions mutually agreeable to the contracting parties.
3. Under such authority, State, County, City and Port plan and propose to construct the Chenoweth Interchange on Interstate 84; hereinafter referred to as "Project". The location of the Project is approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof.
4. Project will be constructed with funds, materials and right-of-way made available by Port, County and State.
5. State and City entered into Agreement No. 11,742 on June 3, 1993, which identifies each party's responsibility for the operation and maintenance of certain City streets based on ODOT's participation in the future construction of the Chenoweth Interchange, remains in full force and effect.

Exhibit "A"

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 preliminary engineering and design work required to produce final plans, specifications and cost estimates; purchase all necessary right-of-way; provide all environmental documentation; obtain all required permits; arrange for all utility relocations or reconstruction; perform all construction engineering, including all required materials testing and quality documentation; and prepare necessary documentation to ensure construction of the project.
2. State shall assign a Project Liaison to act as lead agent in coordinating all interagency work necessary to complete the project.
3. ODOT shall utilize a portion of the Rifle Range material source only to the extent of preparing the site for reclamation.
4. Upon completion, State shall operate and maintain the project to the limits of the access control lines established during the design of the project.
5. State shall continue negotiations with City to allow City to assume ownership and operational control over Moiser - The Dalles Highway No. 292 (E. 2nd Street) from Milepost 18.54 (Brewery Grade) to Milepost 20.25 (US 197, The Dalles-California Highway).

CITY OBLIGATIONS

1. City shall assign a project liaison to act as lead agent in coordinating all interagency work necessary to complete the project.
2. City shall continue negotiations with State to assume ownership and operational control over Moiser - The Dalles Highway No. 292 (E. 2nd Street) from Milepost 18.54 (Brewery Grade) to Milepost 20.25 (US 197, The Dalles-California Highway).
3. City shall enter into and execute this agreement during a duly authorized session of its City Council.

COUNTY OBLIGATIONS

1. County shall assign a project liaison to act as lead agent in coordinating all interagency work necessary to complete the project.
2. County shall, upon receipt of a fully executed copy of this agreement, forward to State an advance deposit or irrevocable letter of credit in the amount of \$250,000, said amount being equal to the estimated total cost for the construction of the River Road extension to the proposed interchange.
3. County shall reconstruct the access road into the Gorge Discovery Center prior to completion of the Chenoweth Interchange.
4. County shall enter into an agreement to assume ownership and operational control over the following roads: (1) W. 6th Street from the north city limits to the new access control line for the Chenoweth Interchange and (2) W. 2nd Street from the north city limits to the I-84 on-ramp. I-84 on-ramp shall be closed upon completion of the Chenoweth Interchange.
5. County shall assume maintenance of the surface and drainage of Hostetler Street through the I-84 underpass. County will also assume ownership and operational control of the remaining portion of Hostetler Street.
6. County shall enter into and execute this agreement during a duly authorized session of its County Commission.

PORT OBLIGATIONS

1. Port shall assign a project liaison to act as lead agent in coordinating all interagency work necessary to complete the project.
2. Port shall, at no cost to State or County, any right-of-way it holds title to which is required for the construction of the project. Port shall grant ODOT and County the right to enter onto and occupy Port right-of-way in the construction of said project.
3. Port shall provide embankment material and/or aggregate materials, from a Port controlled source, for use in the project.
4. Port shall enter into and execute this agreement during a duly authorized session of its Port Commission.

GENERAL PROVISIONS

1. State, City, County and Port agree and understand that a mutual review of the Chenoweth Interchange roadway improvement plans and specifications will be conducted prior to advertisement for construction bid proposals.
 2. ODOT, County, Port and City hereto agree that if any term or provision of this agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.
 3. ODOT, County, Port and City agree to comply with all applicable State, Federal, and local laws, rules, regulations, and ordinances, including but not limited to those pertaining to Civil Rights
 4. ODOT may utilize a portion of the Rifle Range material source only to the extent of preparing the site for reclamation.
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IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written.

This project was approved by the Oregon Transportation Commission on July 20, 1994, as part of the 1995-1998 Statewide Transportation Improvement Program, (page 187, Key No. 02195).

On April 12, 1995 the Oregon Transportation Commission adopted Delegation Order 2, which became effective May 1, 1995. The order grants authority to the region manager to approve and execute agreements for work in the current Statewide Transportation Improvement Program or approved workplan budget.

PORT OF THE DALLES, by and
through its Elected Officials,

By _____
Commissioner

By _____
Commissioner

Date _____

APPROVED AS TO
LEGAL SUFFICIENCY

By _____
Asst. Attorney General

Date _____

By _____
County Counsel

Date _____

By _____
City Counsel

Date _____

STATE OF OREGON, By and
through its Department of
Transportation

By _____
Region Manager

Date _____

COUNTY of WASCO, by and
through its elected officials,

By _____
Commissioner

By _____
Commissioner

Date _____

CITY OF THE DALLES, by and
through its elected officials,

By _____
Mayor

By _____
City Manager

Date _____