

City of Sherwood, Oregon
Resolution No. 91-515

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF SHERWOOD AND THE OREGON TRANSPORTATION COMMISSION PROVIDING FOR THE IMPROVEMENT OF HALL STREET FROM OREGON STREET TO WILLAMETTE STREET AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the State of Oregon, acting by and through its Oregon Transportation Commission, has caused to be prepared and submitted to the City of Sherwood an agreement providing for the improvement of Hall Street from Oregon Street to Willamette Street with said City; and


WHEREAS, said agreement attached hereto as Exhibit "A" has been read in full to the City Council and approved as submitted;

NOW, THEREFORE, THE CITY RESOLVES AS FOLLOWS:


Section 1. Authorization. That the Mayor and Recorder are hereby authorized and directed to execute said agreement on behalf of the City.

Section 2. Effective Date. That this Resolution shall be effective upon its approval and adoption.

Duly passed by the City Council on December 11, 1991.


Rick A. Hohnbaum, Mayor

Attest:


Polly Blankenbaker
City Recorder

November 5, 1991

Misc. Contracts & Agreements
No. 10910

SPECIAL CITY ALLOTMENT AGREEMENT

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 SHERWOOD, 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. By the authority granted in ORS 366.800 and 366.805, there has been withdrawn from state highway funds appropriated for allocation to the several cities of the State of Oregon the sum of Five Hundred Thousand and No/100 (\$500,000) Dollars and from Highway Division funds the sum of Five Hundred Thousand and No/100 (\$500,000) Dollars. These sums have been set up in a separate account to be administered by the Transportation Commission. The \$1,000,000 shall be allotted each year by the Commission for use within cities upon streets that are not a part of the state highway system, and that are inadequate for the capacity they serve or are in a condition detrimental to safety. No one project can receive more than \$25,000.

2. By the authority granted in ORS 366.805(2), City has requested monies from this account for the improvement of Hall Street (Oregon St. to Willamette St.), hereinafter referred to as "project". Said project improvements shall consist of: construction of half-street improvements on the east side of Hall Street.

Attached hereto, marked "Exhibit A" and by this reference made a part hereof, is a sketch map showing the location and approximate limits of the project.

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3. State has considered City's request for the project and has determined that this project is eligible for funding under the Special City Allotment Program.

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 administer the funds in the Special City Allotment Account in the following manner:

- (a) State shall, upon execution of project agreement and concurrence on the plans and specifications, advance City one-half (50%) of the estimated cost of the project, not to exceed \$12,500.
- (b) State shall, upon satisfactory final inspection by State and certification of acceptance of work by the City, accompanied by documentation of all project costs, make final payment to City. Total payments to City, including advance payment, shall not exceed a total of \$25,000.

CITY OBLIGATIONS

1. City shall provide all right-of-way at its sole expense. The acquisition of real property must comply with current Oregon law, namely ORS 281.045 through ORS 281.105.

2. City shall relocate or reconstruct, or cause to be relocated or reconstructed, all privately or publicly owned utility conduits, lines, poles, mains, pipes and all other facilities of every kind and nature where such relocation or reconstruction is made necessary by the plans of the project in order to conform the utilities and other facilities with the plans and the ultimate requirements of the project.

3. City shall prepare, or cause to be prepared, the plans and specifications for said project and advertise the project, contract the work, do the construction engineering, and make the necessary contract payments, unless otherwise agreed upon.

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4. City shall submit two sets of the plans and specifications to State for review and concurrence, prior to advertising the project for bids.
5. City shall, during the course of the work, accumulate and retain documentation for all project costs.
6. Upon completion of the project, City shall certify to State that the project is complete and in substantial conformance with the plans and controlling specifications. City shall submit a billing for the remaining cost of the project which, when added to the amount previously advanced by State, shall not exceed the actual total cost of the project or \$25,000, whichever is the lesser.
7. Upon completion of the project, City shall provide maintenance at its sole expense.
8. City understands those streets or portions of streets, upon which SCA funds have been expended, are not eligible for additional SCA funds for a period of ten (10) years following the approval for such funds.
9. City understands that if the project is cancelled by City after City has received the advance of one-half (50%) of the estimated cost of the project, they are responsible to immediately repay to State the full amount of the advance.
10. City shall adopt an ordinance or resolution authorizing the Mayor and Recorder to enter into this agreement.

GENERAL PROVISIONS

1. Subject to the limitations of the Oregon Constitution and statutes, the City and State each shall be solely responsible for any loss or injury caused to third parties arising from City's or State's own acts or omissions under this agreement and City or State shall defend, hold harmless and indemnify the other party to this agreement with respect to any claims, litigation or liability arising from City's or State's own acts or omissions under this agreement.
2. The contractor, its subcontractors, if any, and all employers working under this Agreement are subject employers under the

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Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers compensation coverage for all their subject workers.

3. The parties hereto mutually agree and understand that the cost of said project shall be paid for by Special City Allotment funds and by City as follows: Special City Allotment funds will pay for eligible project costs up to an amount not to exceed \$25,000, and City shall pay any costs in excess of Twenty-Five Thousand and No/100 (\$25,000) Dollars.

4. Documented cost of engineering services performed by the City or the City's consultant are eligible project costs.

5. The parties agree that this agreement shall become null and void if the contract for construction of this project is not completed within 2 calendar years after the date of Commission approval, unless a written extension is granted by State, through the Highway Division, Program Section Manager.

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 October 15, 1991, at which time the State Highway Engineer was authorized and directed to sign the necessary agreements for and on behalf of the Commission. Said authority to sign the agreements has been further delegated to the Manager of the Program Section pursuant to Subdelegation Order HWY-6, paragraph 11.

APPROVAL RECOMMENDED

By [Signature]
Region Engineer

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

By _____
Manager, Program Section

CITY OF SHERWOOD,
by and through its
Elected Officials

By [Signature]
Mayor

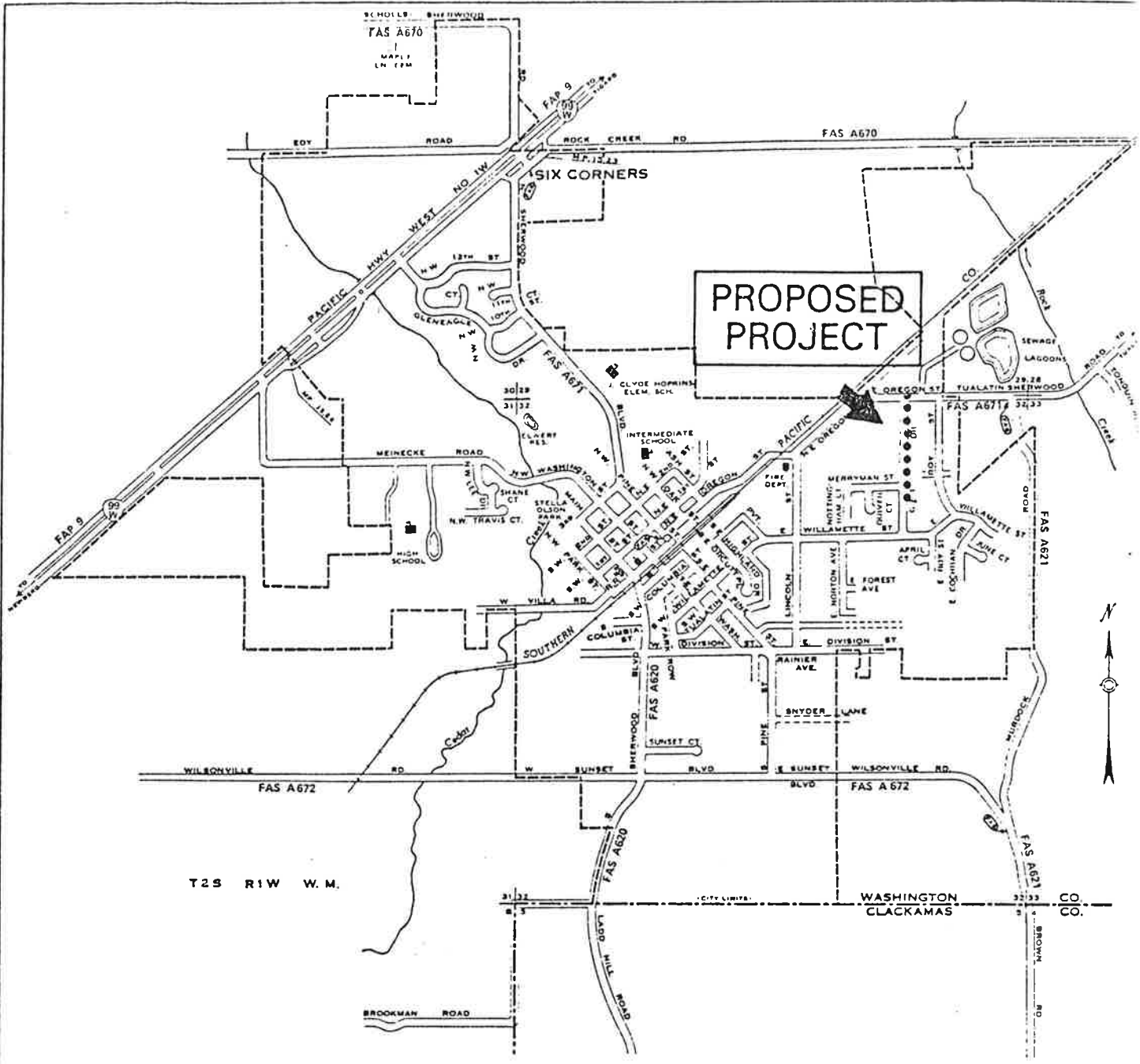
By [Signature]
City Recorder

Date 12-11-91

Date _____

FORM APPROVED BY
LEGAL COUNSEL

September 13, 1991
Dale K. Hormann
Ass't Attorney General



T2S R1W W.M.

LEGEND

- INTERSTATE NUMBERED ROUTE
- U.S. NUMBERED ROUTE
- STATE NUMBERED ROUTE
- TERMINATION OF FA SYSTEM
- DIVIDED HIGHWAY
- STREET OPEN FOR TRAVEL
- POST OFFICE
- SCHOOL
- CITY CENTER
- CITY LIMITS
- PUBLIC AREA
- PUBLIC BUILDING
- COURT HOUSE
- CITY HALL
- ARMORY
- LIBRARY

SHERWOOD

City:	Sherwood
County:	Washington
Region:	1
Population(1990):	3,125
(1985):	2,685
Previous Projects:	7
Previous Amount:	\$141,746
Last Project:	1990

Copies of this map are available at no cost from Oregon State Highway Division, Salem Oregon 97310