

CITY OF SHERWOOD, OREGON

RESOLUTION NO. 89-448

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 Meinecke Road (Lee Drive - High School)

within said City; and

WHEREAS, said agreement has been read in full to the council of said City and approved as submitted;

NOW, THEREFORE, BE IT RESOLVED by the City of Sherwood that the Mayor and Recorder are hereby authorized and directed to execute said agreement on behalf of the City.

* * * * *

The foregoing resolution was duly adopted by the Council of the City of Sherwood on the 13th day of December, 1989.

By *Norman Jean Ogle*
Mayor

ATTEST

By *Polly Blankenbaker*
Recorder

EDM
November 13, 1989

Misc. Contracts & Agreements
No. 10028

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".

WITNESSETH

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 By the authority granted in ORS 366.800 and 366.805, there has been withdrawn from state highway funds appropriated for allocation to the several cities of the State of Oregon the sum of Two Hundred Fifty Thousand and No/100 (\$250,000) 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, and to be allotted each year by Commission, to be used within cities, upon streets not a part of the state highway system, which are receiving excessive wear through sudden increases in population in the area or heavy and unusual traffic. No one project can receive more than \$25,000.

2. By the authority granted in ORS 366.805(3), City has requested monies from this account for the improvement of:

Meinecke Road (From Lee Drive to the High School).

Said improvement shall consist of:

Street improvements and widening, providing a left turn lane at the high school entrance and completion of a sidewalk/bikepath.

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

3. State has considered request of City for 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 monitor and make periodic inspections of project at state cost.

2. 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 in substantial conformance with the plans and controlling specification. 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 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

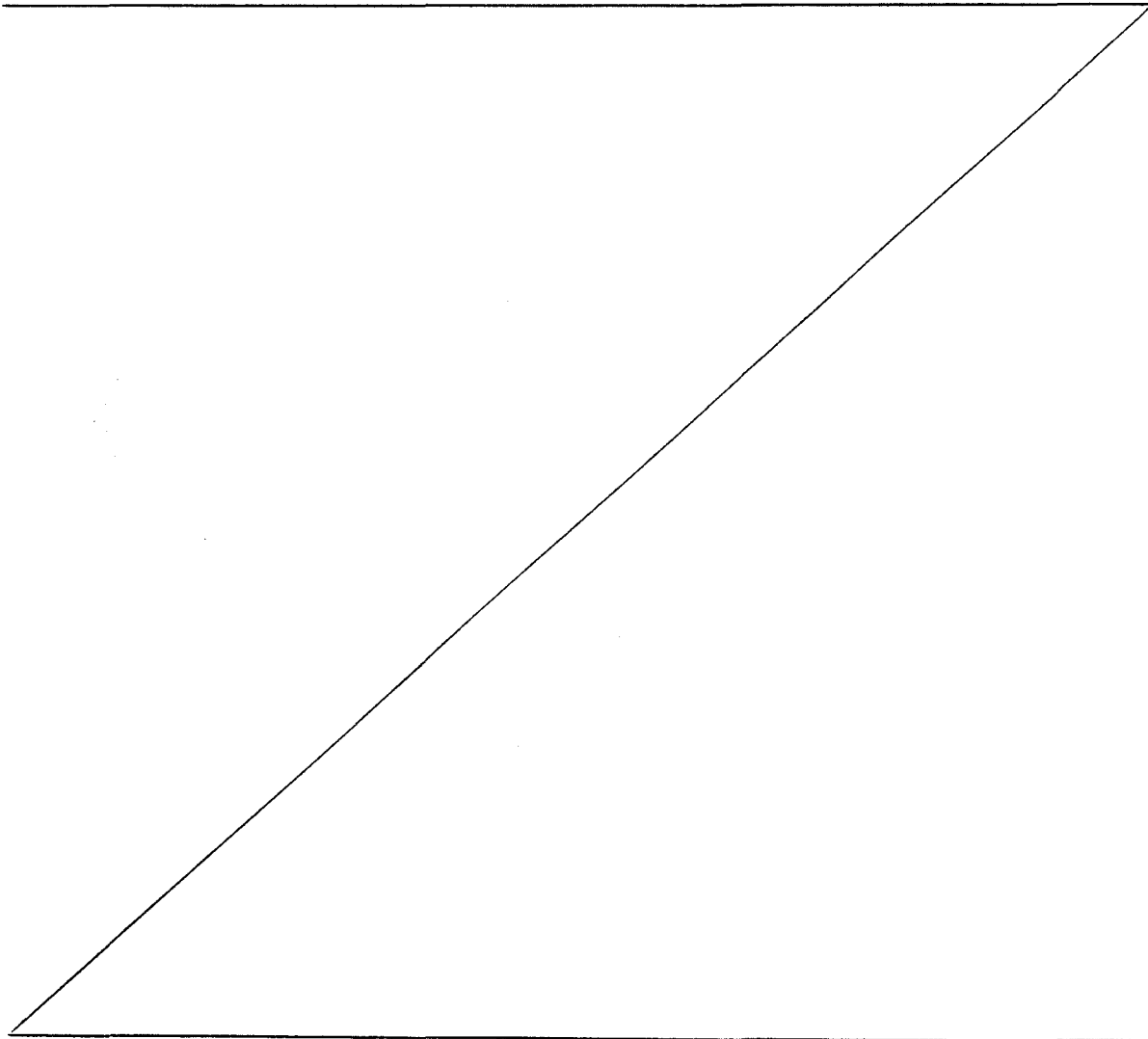
1. Subject to the limitations of the Oregon Constitution and statutes, the City and State each shall be solely responsible for any loss or injury caused to third parties arising from City's or State's own acts or omissions under this agreement and City or State shall defend, hold harmless and indemnify 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 Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers compensation coverage for all their subject workers.

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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 years of the date of Commission approval, unless extension is granted by State.

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IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals. City has acted in this matter pursuant to Resolution No. 89-448 adopted by its City Council on the 13th day of December, 1989.

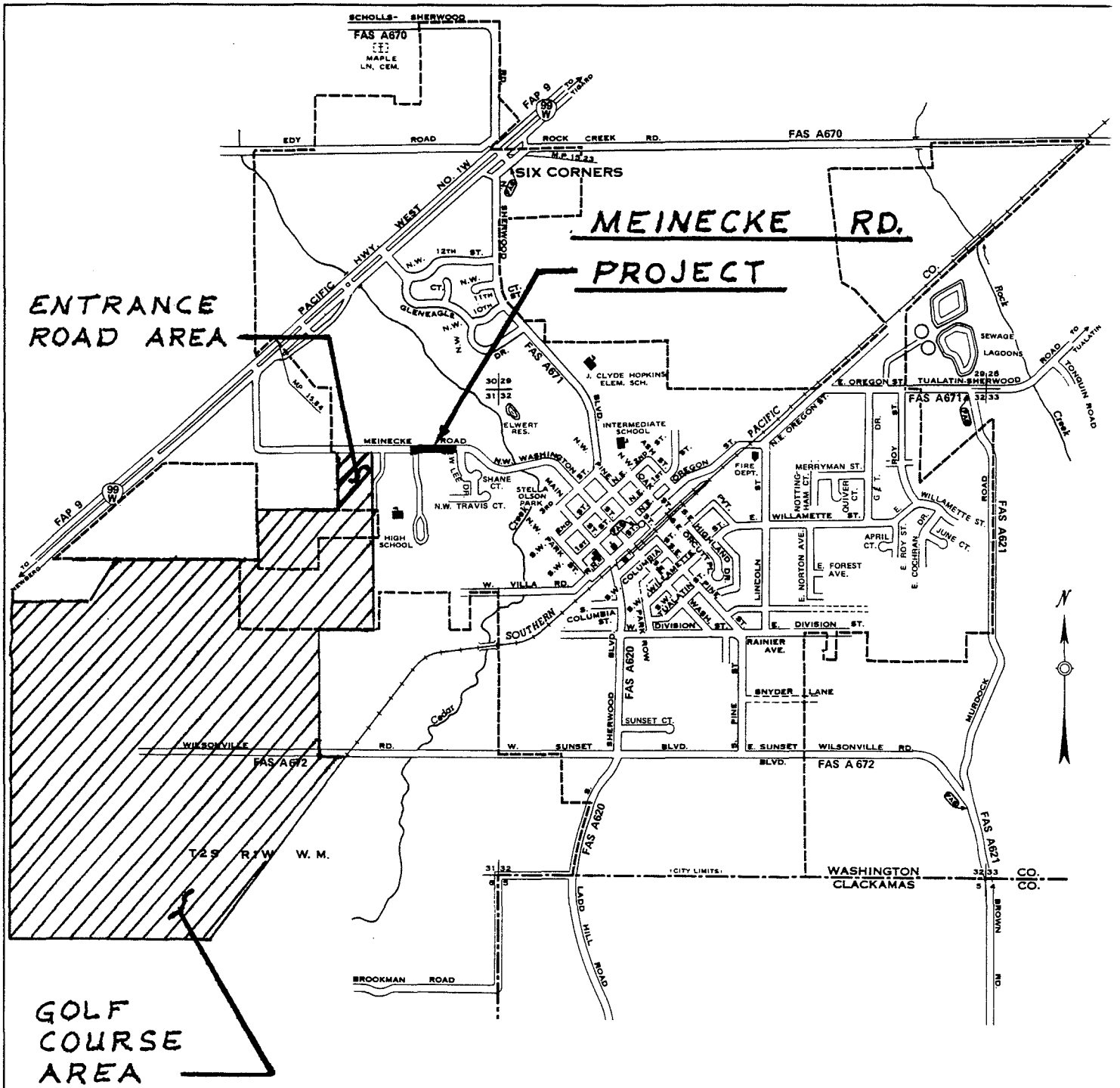
This project was approved by the Oregon Transportation Commission on September 19, 1989, at which time the State Highway Engineer was authorized and directed to sign the necessary agreements for and on behalf of the Commission. Said authority is set forth in the Minutes of the Oregon Transportation Commission.

APPROVAL RECOMMENDED
By [Signature]
Region Engineer
Date 11/29/89

STATE OF OREGON, by and through
its Department of Transportation,
Highway Division
By _____
State Highway Engineer
Date _____

Form Approved
by Counsel 6/89

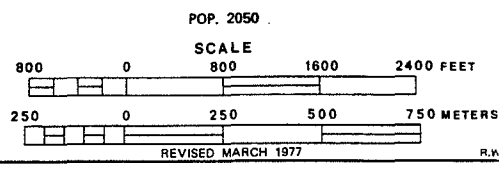
CITY OF SHERWOOD, Oregon,
acting by and through its
authorized Officials
By [Signature]
Mayor
By [Signature]
City Recorder



- 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
 WASHINGTON COUNTY, OREGON

PREPARED BY THE
 OREGON STATE HIGHWAY DIVISION
 IN COOPERATION WITH
 U.S. DEPARTMENT OF TRANSPORTATION
 FEDERAL HIGHWAY ADMINISTRATION



Copies of this map are available at nominal cost from Oregon State Highway Division, Salem, Oregon, 97310

EXHIBIT A

FOR CROSS AND PERS

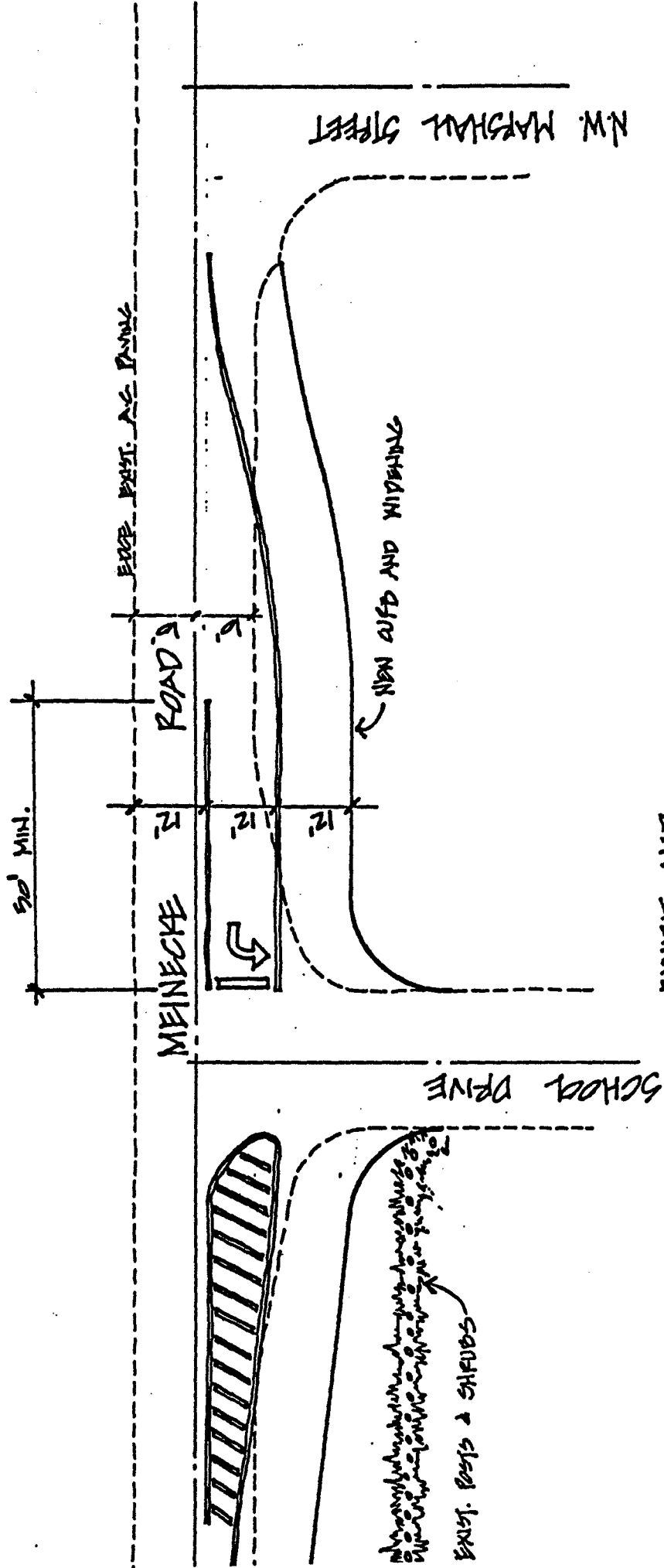


EXHIBIT MAP
PROPOSED SHERWOOD U.S. BUS LEFT TURN LANE CONSTRUCTION

6-15-88

CHK