

RESOLUTION 2761

WHEREAS, the Albany/Corvallis Highway, State Primary #31, is a part of the State highway system under the jurisdiction and control of the Oregon Transportation Commission, and North Albany Road is a part of the City street system under the jurisdiction and control of the City of Albany; and

WHEREAS, by the authority granted in ORS 366.770, city and state may enter into cooperative agreements 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, the City of Albany proposes to construct an access road to the Takena Landing Project with access at the state highway and North Albany Road; and

WHEREAS, the City of Albany desires to enter into the cooperative improvement agreement with the Oregon State Highway Division for the intersection improvements.

NOW, THEREFORE, BE IT RESOLVED, that the City of Albany enters into an agreement for the improvement of traffic signal device at the intersection of the Albany/Corvallis Highway, State Primary #31, and North Albany Road; and hereby authorizes the City Manager to execute the Local Agency Agreement on behalf of the City of Albany.

DATED this 24th day of February, 1988.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Recorder

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City Recorder



## Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

April 22, 1988

In Reply Refer To  
File No.:

AGR

City of Albany  
P. O. Box 490  
Albany, OR 97321

Attention: D. Gary Holliday  
City Recorder

FINANCE DEPT.  
APR 26 1988  
RECEIVED

Attached for your records is a fully executed copy of an agreement for updating the traffic control signals at the intersection of the Albany-Corvallis Highway and North Albany Road.

We have retained a fully executed copy of this agreement for the Transportation Commission's files.

  
Fran Neavoll  
COMMISSION SERVICES

azm

Attachment

Approved: OSHD Staff  
EDM:me  
12/26/86

Misc. Contracts & Agreements  
No. 8949

**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, Highway Division, hereinafter referred to as "State"; and City of Albany, 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. The Albany-Corvallis Highway, State Primary No. 31, is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission, and North Albany Road is a part of the City street system under the jurisdiction and control of the City.

2. By the authority granted in ORS 366.770, State may enter into cooperative agreements with 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. State and City, in their judgment, have deemed it necessary and desirable, in order to maintain a safer and more expeditious flow of traffic, to improve the intersection of the Albany-Corvallis Highway and North Albany Road by updating the traffic control signals, 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. The project will be financed with State and City funds. State will provide 75 percent of the project cost, with City providing 25 percent of project costs.

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, perform any required right-of-way description and acquisition, perform all preliminary engineering and design work required to produce plans, specifications, and estimates for the traffic signal.

The State shall advertise for bid proposals, award all contracts, and furnish all construction engineering, material testing, technical inspection and resident engineer services for administration of the entire contract. The project work may be accomplished by the use of State forces, by contract, or by any combination of these methods as State shall elect.

2. State shall, in the first instance, pay all costs of the project, compile accurate cost accounting records, and furnish the City with an itemized statement of actual costs to date at the end of each State Fiscal Year. When the actual total cost of the project has been computed, the State shall furnish the City with an itemized statement of said final costs.

3. State shall, upon completion of construction, maintain the traffic signal at its own expense and no cost to the City. State shall retain complete jurisdiction of the timing for the traffic signal.

CITY OBLIGATIONS

1. City shall, prior to any work being done, forward to State an advance deposit of \$11,250, an amount equal to 25% of the estimated project cost (\$45,000 estimated project cost). In the event that cost overruns are identified during the course of the project, State may request additional deposits. When the actual total cost of the project has been computed, any necessary adjustments will be made in City's share.

2. City shall pay for power consumption attributable to the operation of the signal.

3. City shall adopt a resolution authorizing its designated City officials to enter into and execute this agreement on behalf of the City, and a copy of such resolution shall be attached hereto and become 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 has acted in this matter pursuant to Resolution No. 2761, adopted by its City Council on the 24<sup>th</sup> day of February, 1988.

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 app 12 1988 by Chairman Michael P. Hollern. 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 William Imbue  
Region Engineer

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

By Donald R. Adams  
State Highway Engineer

Date 4/14/88

APPROVED AS TO  
LEGAL SUFFICIENCY

By James J. Sallis  
Asst. Attorney General

CITY OF ALBANY, by and through  
its City Officials

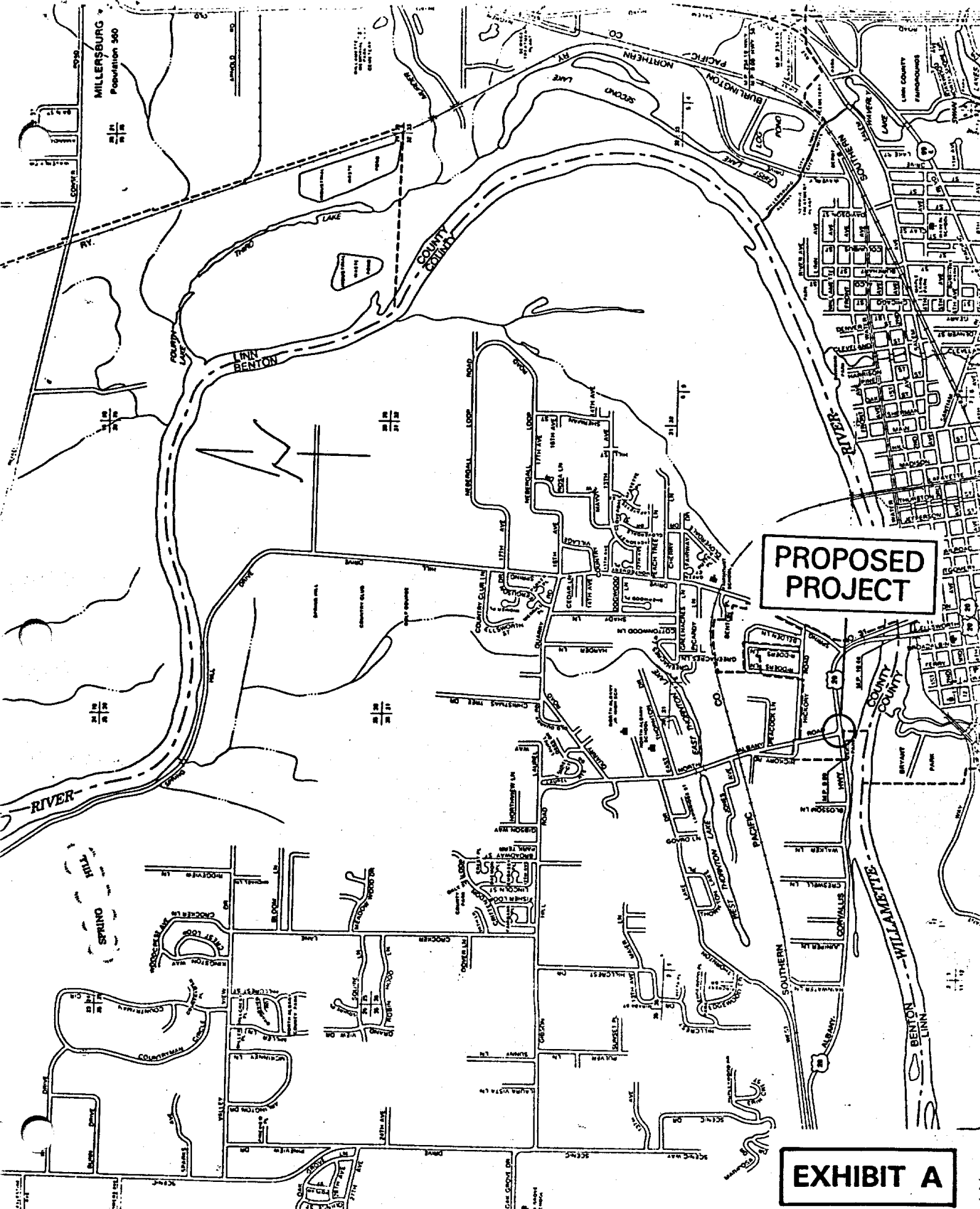
By William B. Barnes  
City Manager

By W. J. Kelley  
Recorder

APPROVED AS TO  
LEGAL SUFFICIENCY

By J. M. W. G.  
City Attorney

Date 2-26-88



**PROPOSED PROJECT**

**EXHIBIT A**