

RESOLUTION NO. 72-6A

WHEREAS, THE STATE OF OREGON, acting by and through its State Highway Commission, has caused to be prepared and submitted to the CITY OF HOOD RIVER an agreement providing for the improvement of the UPRR Overcrossing Hood River (Button) Bridge Section, Button Road, FAS 349,

_____ within said City; and *amb MP*

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 HOOD RIVER that the Mayor and Recorder are hereby authorized and directed to execute said agreement on behalf of City.

EXCLUDING THEREFROM: Subsections A,B,D,E, & G of paragraph two, under THINGS TO BE DONE BY THE CITY. *amb W*

The foregoing resolution was duly adopted by the Council of the City of Hood River on the 26th day of June, 19 72.

By *Albin Dalton*
Mayor

ATTEST:

Sorothy M. Snyers
Recorder

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THINGS TO BE DONE BY THE CITY. -----

The foregoing resolution was duly adopted by the Council of the City of Hood River on the 26th day of June, 1972.

By *William Deth*
Mayor

ATTEST:
Bartholomew M. Snyers
Recorder

PARKER, ABRAHAM & BELL

VAWTER PARKER
KENNETH M. ABRAHAM
ALAN J. BELL

ATTORNEYS AT LAW
205 THIRD STREET
HOOD RIVER, OREGON 97031

P. O. BOX 497
AREA CODE 503
TELEPHONE 386-1411

56-72-9

June 12, 1972

Bruce Erickson
City Administrator
City Hall
Hood River, Oregon 97031

Re: Button Bridge Agreement

Dear Bruce:

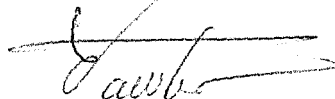
I have examined the proposed Button Bridge Agreement between the State, the County and which is submitted to the City for execution.

The agreement states that the provisions "apply only to that portion of the project which is now, or when it falls within the jurisdiction and control of the city" and as to a, f and g I believe that should clearly state only so much of the project as is within the present boundaries of the City of Hood River.

Until a survey is made and some definite figures obtained I would recommend the City decline to execute in view of the provisions of sub-paragraphs a, f and g of paragraph 2. These items involve money and money is what we do not have.

The remainder of the proposed contract I believe that we could live with.

Sincerely yours,


Vawter Parker

VP/ms
cc. Wm. D. Pattison, Mayor

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Vauter

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**CITY OF
HOOD RIVER**

P. O. Box 27
Hood River, Oregon 97031

Phone 386-1488

SUBJECT:

Bitton Bridge Agreement

DATE:

6/2/72

Message - Reply

THIS IS NCR (NO CARBON REQUIRED) PAPER { JUST TYPE (OR WRITE) ON ORIGINAL. YOUR IMPRESSION
WILL AUTOMATICALLY APPEAR ON COPIES BENEATH.

M
E
S
S
A
G
E

Would you please check this for comments? I'm
~~going~~ checking with Jerry on item 9, page 5.
County plans to act on this June 7th

SIGNED:



DATE OF REPLY:

REPLY TO:

R
E
P
L
Y

SIGNED:

SENDER: MAIL RECIPIENT WHITE AND PINK SHEETS

INTER-OFFICE CORRESPONDENCE

HOOD RIVER COUNTY

HOOD RIVER, OREGON

Date June 2

To A. E. ALMCRANTS, COUNTY EXECUTIVE From CARLOS VAN ELSBERG, DIRECTOR,

SUBJECT BUTTON BRIDGE

Attached are three copies of an agreement which should be entered into by the State Highway Department, the City of Hood River and the County of Hood River. This is evidently a standard agreement entered into previous to all FAS projects, spelling out the duties of all concerned. I cannot find anything in it other than what has been previously discussed but I would appreciate your careful scrutiny of it for anything that I may have missed.

In talking to Harold Reynoldson he indicated to me the reason for the City being a part of this agreement was that the State Highway right of way on the North end was within the City limits.

*for
June 7th*

Carlos

AGREEMENT

THIS AGREEMENT, made and entered into by and between the STATE OF OREGON, by and through its State Highway Commission, hereinafter called "State," HOOD RIVER COUNTY, a political subdivision of the State of Oregon, by and through its County Board of Commissioners, hereinafter called "County," and the CITY OF HOOD RIVER, a municipal corporation of the State of Oregon, by and through its City Officials, hereinafter called "City";

W I T N E S S E T H:

RECITALS:

1. That certain public road known as the Button Road

is a county road under the jurisdiction and control of County. Said public road has been designated as Federal Aid Secondary Highway No 349.

2. Title 23, U.S.C., entitled "Highways," provides among other things that Federal funds shall be made available to the various states for the purpose of selecting, constructing, and improving the Federal-Aid Secondary Highway System. Under the program set up in the administration of said act, said Federal-Aid Secondary funds hereinafter called "FAS funds," have been made available to the County and includes matching funds of State and County as well as Federal funds.

3. Under ORS 366.730, State shall enter into such contracts, appoint such officers, and do any other act or thing necessary to meet the requirements of the United States and its officers acting under the Federal statutes concerning highways or Federal-Aid. Under ORS 366.775, State may enter into agreements with any county for the construction, reconstruction, improvement, or repair of any road, highway, or street, including, by ORS 366.010, necessary bridges, upon such terms and conditions as are mutually agreeable to the contracting parties. Under such authority, State proposes and plans to construct the UPRR Overcrossing Hood River (Button) Bridge Section, Button Road, FAS 349.

as shown on the ~~set of plans~~ attached hereto, ~~marked~~ Exhibit A and by this reference made a part hereof. Said section of road is to be constructed as a Federal-Aid Secondary project under Title 23, U.S.C., and has been designated Oregon Project

4. Recognizing the benefits which will accrue to the residents of County and City by reason of this project, and to promote the safety and welfare of the public in general, City, County, and State are desirous of entering into this agreement in order to accomplish successfully the project described herein, and to that end State shall contribute Federal Aid and State funds, and County shall contribute local funds, as hereinafter set forth.

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

THINGS TO BE DONE BY STATE:

1. State hereby approves the RECITALS herein, Exhibit A, THINGS TO BE DONE BY COUNTY, and all other provisions of this agreement.

2. State shall prepare all plans, let and award all contracts, and supervise the construction of the UPRR Overcrossing Hood River (Button) Bridge section on Button Road, FAS 349.

Hereinafter the installation of said bridge section will be called "project." This project is to consist of constructing a bridge 530 feet long with a clear roadway of 36 feet, having a 5-foot sidewalk on the westerly side. The grading and surfacing is to consist of the approaches and connections to the bridge along with the short piece of roadway extending from the bridge south to the state highway. The roadway is to have two 12-foot travel lanes and 6-foot paved shoulders, and a 4-foot gravel footpath on the westerly side.

3. State in the first instance shall pay all construction costs of the project, collect Federal-Aid funds from the Federal Highway Administration in the usual manner, and furnish County with an itemized statement of the actual total cost of the project as soon as the same is available. It is understood that the actual total cost of the project shall include contract items, construction engineering costs, and all contingency items as reflected on State's cost records.

4. State shall pay for and contribute toward the project as provided in Paragraph 1 of the GENERAL PROVISIONS of this agreement.

5. State may, at its sole cost, furnish County with descriptions of all real property required for right of way purposes or material sources in connection with the project.

6. State shall assume all maintenance, jurisdiction and control of the project upon its completion.

THINGS TO BE DONE BY COUNTY:

1. County hereby approves the RECITALS herein, Exhibit A, THINGS TO BE DONE BY STATE, THINGS TO BE DONE BY CITY, and all other provisions of this agreement.

2. County's contribution of funds to the actual total cost of the project shall include all bid items as contained in the low acceptable bid, plus all additional anticipated items, plus 13½% of said bid and additional anticipated items for engineering costs and contingencies.

3. County shall contribute funds to the project as provided in Paragraph 1 of the GENERAL PROVISIONS of this agreement.

4. It is understood and agreed that if the estimated total cost of the project exceeds the engineer's estimate by 10 per cent or more, County reserves the right to accept or reject the terms of this agreement within 10 days after State accepts bids on the project; but if County does not exercise its right to reject the terms of this agreement within the said 10 days, its acceptance of the terms of this agreement shall be conclusively presumed, and thereafter County shall make all such deposits and payments in the amount and manner provided for in this agreement.

5. County does hereby agree to the following provisions which apply only to that portion of the project within the jurisdiction and control of the County:

a. County shall at its sole cost do everything necessary to acquire any real property necessary for right of way purposes or material sources in connection with the project and shall certify to State 5 weeks prior to bid opening that all rights of way have been acquired or listing exceptions thereto.

b. County shall at its sole cost 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 said utility and other facilities with said plans and the ultimate requirements of the project.

c. County shall certify to State 5 weeks prior to bid opening that the occupancy and/or adjustment of existing utilities within the right of way of the project have been authorized by permit, franchise, or other approved procedures.

d. County shall obtain State's concurrence and/or approval of any new utility installations within the rights of way of the project.

e. Upon completion of the project County shall not permit any encroachments upon that portion of the project right of way which will cause more than a temporary obstruction to the free and convenient flow of traffic over the project; County shall prohibit the parking of vehicles along the project; and County shall not impose any unreasonable limitations of speed within the limits of the project, nor impose any regulations of traffic which shall unduly hinder the flow of traffic upon the project by granting preference to traffic entering from other intersecting roads or streets.

f. County shall bear the cost, if any, of maintaining such of its streets or roads as may be used as detours during the performance of the work of the project.

g. County shall at its sole cost pay all damages, costs or judgments arising out of any claims or causes of action under ORS 105.755 for damages resulting from any change of grade occasioned by the project; and County shall save and hold harmless the State, the State Highway Commission, the members thereof, its officers, employees, agents, and contractors from any and all such claims or causes of action.

THINGS TO BE DONE BY CITY:

1. City hereby approves the RECITALS herein, Exhibit A, THINGS TO BE DONE BY STATE, THINGS TO BE DONE BY COUNTY, and all other provisions of this agreement.

2. City does hereby agree to the following provisions which apply only to that portion of the project which is now, or when it falls within the jurisdiction and control of the City.

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

b. City shall certify to State five weeks prior to bid opening that the occupancy and/or adjustment of existing utilities within the right of way of the project have been authorized by permit, franchise, or other approved procedures.

c. City shall obtain State's concurrence and/or approval of any new utility installations within the rights of way of the project.

d. Upon completion of the project, City shall not permit any encroachments upon that portion of the project right of way

which will cause more than a temporary obstruction to the free and convenient flow of traffic over the project; and City shall not impose any unreasonable limitations of speed within the limits of the project, nor impose any regulations of traffic which shall unduly hinder the flow of traffic upon the project by granting preference to traffic entering from other intersecting roads or streets.

e. City shall, upon completion of said project, enact and enforce or keep in effect and enforce, an ordinance or resolution, as the case may be, prohibiting parking on this project. Any alterations in regard to traffic control measures shall have concurrence of the State.

f. City shall bear the cost, if any, of maintaining such of its streets or roads as may be used as detours during the performance of the work on the project.

g. City shall at its sole cost pay all damages, cost or adjustments arising out of any claims or causes of action under ORS 105.760 for damages resulting from any change of grade occasioned by the project; and City shall save and hold harmless the State, the State Highway Commission, the members thereof, its officers, employees, agents, and contractors from any and all such claims or causes of action.

h. City shall pass an ordinance or resolution, as the case may be, authorizing its City Officials to enter into this agreement and the same shall be made a part hereof and attached hereto.

GENERAL PROVISIONS:

1. It is expressly understood that the State and County shall share in the total cost of the project as follows:

a. State and County shall each contribute equal amounts of Federal funds to the project.

b. All costs beyond the Federal funds shall be borne by the State.

2. It is mutually understood and agreed that the maintenance, jurisdiction and control of the project by the State, as indicated under Paragraph 6 of THINGS TO BE DONE BY STATE, is contingent upon a future agreement between the State and the County related to the transfer of title and jurisdiction of Button Road from County to State.

3. When the actual total cost figures of the project are available, State shall furnish County with an itemized statement of said actual total cost.

4. The parties hereto agree and understand that they will comply with all applicable Federal and State statutes and regulations, including but not limited to, Title 6, U.S.C., Civil Rights Act, Title 18, U.S.C., Anti-Kickback Act, Title 23, U.S.C., Federal Aid Highway Act, and Titles 2 and 3 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their seals as of the day and year hereinafter written.

The project and the terms of this agreement were approved by the Oregon State Highway Commission on June 22, 1971, at which time the Secretary for the Commission was authorized and directed to sign said agreement for and on behalf of the Commission. Said authority is set forth in Volume _____, Page _____, Minute Book of the Oregon State Highway Commission.

APPROVED:

Assistant State Highway Engineer

ATTEST:

County Clerk

CITY OF HOOD RIVER, by and through
its City Officials

By _____
Mayor

By _____
Recorder

Date _____

Secretary

Date _____

HOOD RIVER COUNTY, by and through
its Board of Commissioners

By _____
Chairman

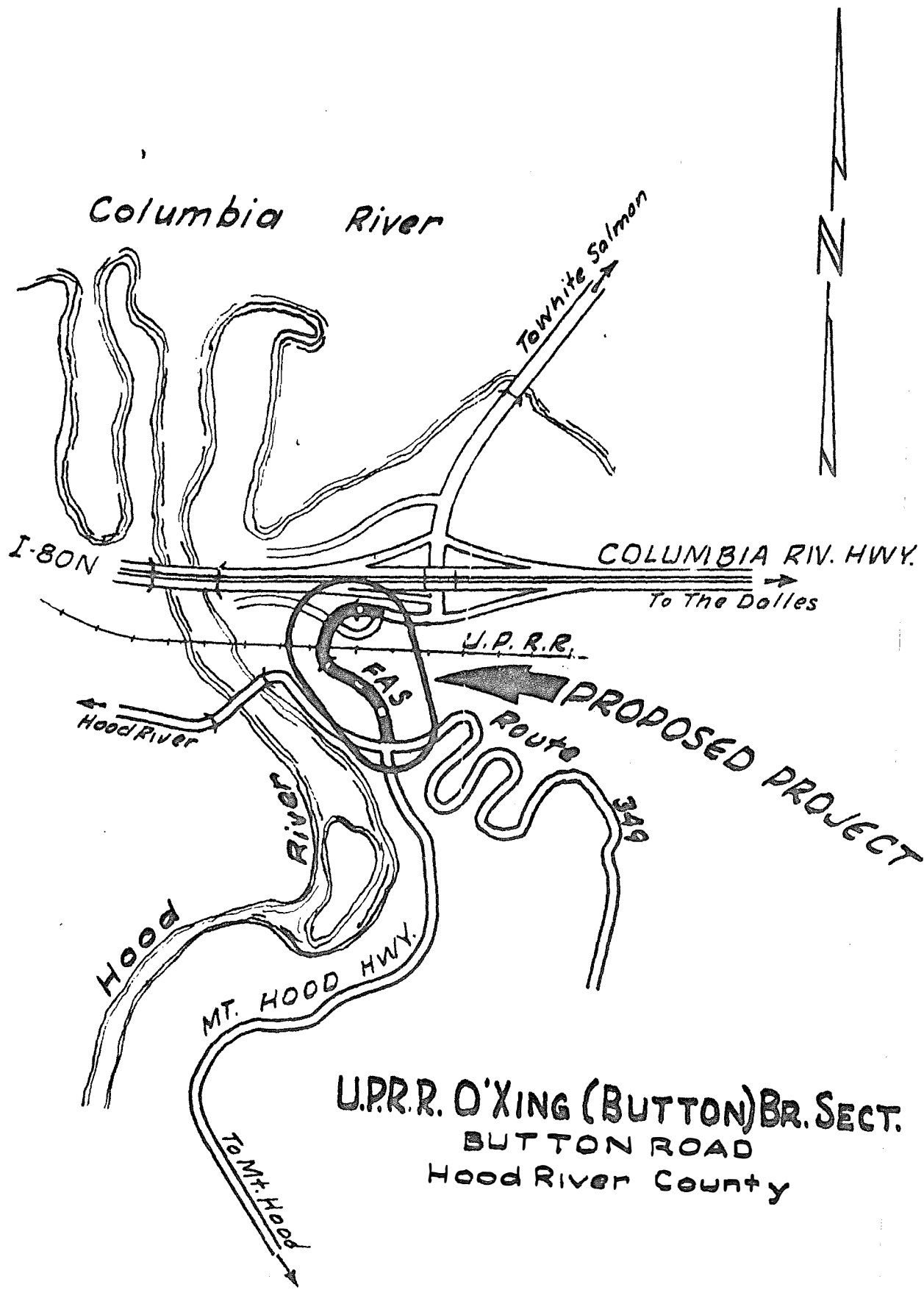
By _____
Commissioner

By _____
Commissioner

By _____
Commissioner

By _____
Commissioner

Date _____



Columbia River

To White Salmon

I-80N

COLUMBIA RIV. HWY.

To The Dalles

U.P.R.R.

EAS

Hood River

River

Route

PROPOSED PROJECT

Hood

MT. HOOD HWY.

U.P.R.R. O'XING (BUTTON) BR. SECT.

BUTTON ROAD

Hood River County

To Mt. Hood