

RESOLUTION NO. 1126

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE MAYOR TO SIGN A FUND EXCHANGE AGREEMENT WITH THE STATE OF OREGON ACTING BY AND THROUGH THE OREGON DEPARTMENT OF TRANSPORTATION (STATE) TO PROVIDE FUNDING FOR THE PROPOSED BIKEWAY IMPROVEMENT PROJECTS KNOWN AS KINSMAN/BARBER/BOBERG (WILSONVILLE ROAD TO BOECKMAN, PROJECT #412), TOWN CENTER LOOP/PARKWAY (WILSONVILLE ROAD TO FUN CENTER, PROJECT #431) AND DESIGN AND MARKING OF ADDITIONAL BIKEWAY/PEDESTRIAN WAYS (PROJECT #415).

WHEREAS, the State has adopted a six year Transportation Improvement Program; and

WHEREAS, said Transportation Improvement Program contains Federal Highway funds for the City of Wilsonville for the improvement of the transportation network within the City; and

WHEREAS, the State is responsible for the distribution of Federal Highway dollars to individual cities and counties within the State through the Fund Exchange Program; and

WHEREAS, the City has adopted a Bicycle and Pedestrian Master Plan which contains bikeway and pedestrian improvements to be constructed within the City; and

WHEREAS, the City adopted a 1994-95 Capital Improvement Budget which contains Bikeway/Pedestrian Improvement Projects known as:

Wilsonville, Kinsman, Barber, Boberg and Boeckman Road (Project #412)

Town Center/Parkway Connection (Project #431)

Design and Marking of Additional Bikeway/Pedestrian Ways (Project #415); and

WHEREAS, the City wishes to use the funding available through the Transportation Improvement Program for the construction of the projects contained herein; and

WHEREAS, the City of Wilsonville has applied for funding for these projects through the State's Project Prospectus Program; and

WHEREAS, the State has approved the City's request for the projects contained herein; and

WHEREAS, by authority granted under ORS 366.770 and 366.775, the State may enter into cooperative agreements with cities and counties for the performance of work on

certain types of improvement projects with the allocation of costs on terms and conditions mutually agreed to by the contracting parties, and

WHEREAS, the State and City have determined that it is in the best advantage of the State and City to enter into the Fund Exchange Agreement; and

WHEREAS, the State in distributing the funding to the City for the improvements referenced herein, will exchange funds based on the ratio of (94) state dollars for (100) federal dollars; and

WHEREAS, based on this ratio, the City wishes to exchange \$140,006.00 in federal funds for \$131,606.00 in state funds; and


WHEREAS, the State has approved the City's request and has determined that the City's projects are eligible for the exchange funds; and

WHEREAS, with the funding as outlined, the projects can proceed and the City will complete the improvements as outlined.

NOW THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

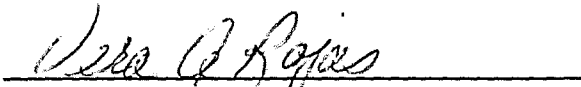
1. That the City Council does hereby approve and authorize the Mayor to sign a Fund Exchange Agreement between the City of Wilsonville and the State of Oregon, acting by and through its Department of Transportation, a copy of which is marked Exhibit 'A' and attached hereto and incorporated herein to provide funding for the projects referenced herein.

ADOPTED by the City Council of the City of Wilsonville at a regular meeting thereof, on the 1st day of August 1994, and filed with the Wilsonville City Recorder this date.



GERALD A. KRUMMEL, Mayor

ATTEST:



VERA. A. ROJAS, CMC/AEE, City Recorder

SUMMARY of Votes:

Mayor Krummel	<u>AYE</u>
Councilor Hawkins	<u>AYE</u>
Councilor Benson	<u>AYE</u>
Councilor Lehan	<u>AYE</u>
Councilor Sempert	<u>AYE</u>



City of
WILSONVILLE
in OREGON

30000 SW Town Center Loop E
Wilsonville, Oregon 97070
FAX (503) 682-1015
(503) 682-1011

ENGINEERING DEPARTMENT
STAFF REPORT AND RECOMMENDATION

DATE: AUGUST 1, 1994

TO: HONORABLE MAYOR
AND CITY COUNCILORS

FROM: MICHAEL A. STONE, P.E.
CITY ENGINEER

SUBJECT: FUND EXCHANGE AGREEMENT BETWEEN THE CITY OF
WILSONVILLE AND THE STATE OF OREGON

SUMMARY:

Attached as Exhibit 'A' is a Fund Exchange Agreement between the State and the City which would allow funding of Bikeway related projects as currently contained within the adopted Capital Improvement Program and the Bikeway Master Plan of the City.

Funding for these improvements would be available through the six year Transportation Improvement Program of the State of Oregon by usage of federal funding as administered by the State of Oregon.

DISCUSSION:

In the Spring of 1993, the City was notified by the State that under the current six year Transportation Improvement Program federal funds were available to the City for transportation related improvements. The funding would be available not only for preliminary engineering and right-of-way acquisition, but also construction of the improvements.

Subsequent to this notification, in the Fall of 1993 the City filed project prospectus forms with the State for several Bikeway related projects, as well as improvements to the approaches to the Wilsonville Road Bridge. With the successful passage of the Park and Road Serial Levy, the allocation of these funds for bridge repairs was no longer necessary. The State has approved the Bikeway project requests.

Under the provisions of the Fund Exchange Program, the City receives reimbursement for 94 cents of every dollar expended on approved projects. The difference between the two figures is to compensate the State for the necessary paper work to implement and track the program.

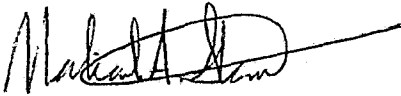
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The City has received the proposed Fund Exchange Agreement (attached as Exhibit 'A') which outlines that the City is applying for \$140,006, of which it will receive \$131,606 under the provisions of the program for the improvements as outlined herein.

RECOMMENDATION:

Staff respectfully requests that the attached Resolution be passed by City Council which would authorize the Mayor to execute the Fund Exchange Agreement and would allow the projects to be completed as outlined in the Capital Improvement Program.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Michael A. Stone", with a long horizontal line extending to the right.

Michael A. Stone, P.E.
City Engineer

MAS/dr

Attachment

MS STF REPRT/fund exchange

Exhibit "A"

Misc. Contracts & Agreements
No. 12,672

LOCAL AGENCY
FUND EXCHANGE AGREEMENT

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"; and CITY OF WILSONVILLE, acting by and through its Elected Officials, hereinafter referred to as "Agency".

1. By the authority granted in ORS 366.770 and 366.775, State may enter into cooperative agreements with counties and 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.

2. State and Agency have determined that is advantageous to both parties and in the public's interest to enter into this agreement.

3. Agency has submitted a completed and signed Part I of the Project Prospectus outlining the schedule and costs associated with the minor roadway widening, addition of signing and striping on Kinsman Rd./ Boberg Ave. between Boeckman Rd. and Wilsonville Rd., and providing a continuous bicycle/pedestrian path on Town Center Loop West, hereinafter referred to as "project".

4. To assist in funding the project, Agency has requested State to exchange Federal funds which have been allocated to Agency, for State funds based on the following ratio:

\$94 State for \$100 Federal

Based on this ratio, Agency wishes to trade \$140,006 Federal funds for \$131,606 State funds.

5. State has reviewed Agency's prospectus, considered Agency's request for the fund exchange and has determined that Agency's project is eligible for the exchange funds.

6. The parties agree that the exchange is subject to the following conditions:

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CITY OF WILSONVILLE

- A. The Federal funds transferred to State may be used by State at its discretion.
- B. State dollars transferred to Agency must be used for the roadway improvements listed in paragraph #3. This fund exchange is to provide funding for specific roadway projects and is not intended for maintenance.
- C. State funds may be used for all phases of the project, including preliminary engineering, right of way, utility relocations and construction. Said use shall be consistent with the Oregon Constitution and statutes (Section 3a of Article IX Oregon Constitution). Agency shall be responsible for accounting for expenditure of State funds.
- D. This Fund Exchange shall be on a reimbursement basis, with State funds limited to a maximum amount of \$131,606. All costs incurred in excess of the fund exchange amount will be the sole responsibility of Agency.
- E. State certifies at the time this contract is written that sufficient funds are available and authorized for expenditure to finance costs of this contract within State's current appropriation or limitation. Funds available for reimbursement on, or after, July 1, 1993 are contingent upon the legislatively approved budget of State.
- F. Agency shall be responsible for all costs and expenses related to its employment of individuals to perform the work under this agreement, including but not limited to PERS contributions, workers' compensation, unemployment taxes, and State and Federal income tax withholding.
- G. Agency agrees to comply with all applicable State, Federal and local laws, rules, regulations and ordinances, including but not limited to those pertaining to Civil Rights.
- H. Agency, or its consultant, shall conduct the necessary preliminary engineering and design work required to produce final plans, specifications and cost estimates; purchase all necessary right of way in accordance with current State and Federal laws and regulations; obtain all required permits; be responsible for all utility relocations; advertise for bid proposals; award all contracts; perform all construction engineering and make all contractor payments required to complete the project.

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CITY OF WILSONVILLE

I. Agency shall submit a copy of the project plans and specifications to State for review two weeks prior to advertisement for construction bid proposals. State shall notify Agency of any changes or modifications it deems necessary prior to advertisement. Failure to suggest changes shall in no way constitute State approval of the plans and specifications.

J. Agency shall compile accurate cost accounting records. Agency shall bill State, in a form acceptable to State, no more than once a month, for costs incurred on the project. State will reimburse Agency at 94 percent of the billing amount, not to exceed \$131,606. The cost records and accounts pertaining to the work covered by this agreement shall be retained for inspection by representatives of State for a period of three (3) years following final payment. Copies shall be made available upon request.

K. Agency shall, upon completion of project, maintain and operate the project at its own cost and expense.

L. 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.

M. This contract shall be for two years, beginning on the date State's representative executes this agreement, and terminating two calendar years later, on the same month and day, unless otherwise extended or renewed by formal agreement of the parties.

N. This contract may be terminated by mutual consent of State and Agency or by either party upon 30 days' written notice, delivered by certified mail or in person.

O. State and Agency hereto agree that if any term or provision of this contract 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 contract did not contain the particular term or provision held to be invalid.

7. Agency shall authorize execution of this agreement during a duly authorized session of its City Council.

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CITY OF WILSONVILLE

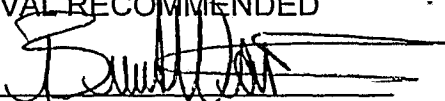
The fund exchange program was approved by the Oregon Transportation Commission on July 21, 1992, at which time the State Highway Engineer was authorized to sign the necessary agreements for and on behalf of the Commission. By Subdelegation Order HWY-6, Paragraph 11, the State Highway Engineer further delegated the signing authority to the Program/Project Management Services Manager.

By delegated authority, the Program Services Manager approved this project on July 1, 1994.

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

All agreement provisions were approved as to legal sufficiency on July 2, 1992 by Dale K. Hormann, Assistant Attorney General.

APPROVAL RECOMMENDED

By 
Region Manager

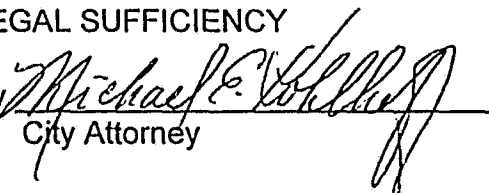
Date 7/14/94

STATE OF OREGON, by and through
its Department of Transportation

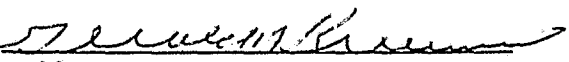
By _____
Program Services Manager

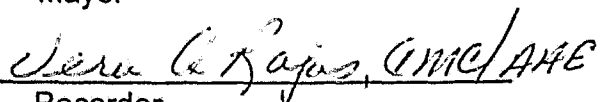
Date _____

APPROVED AS TO
LEGAL SUFFICIENCY

By 
City Attorney

CITY OF WILSONVILLE, by and through
its Elected Officials

By 
Mayor

By 
Recorder

Date August 1, 1994