

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

In the Matter of Surrendering Jurisdiction)
Over a Portion of Sykes Road From Barr)
Ave., Westerly to the Eastern Boundary of) ORDER NO. 47-01
the Ridgeview Subdivision, and a Portion of)
Columbia Boulevard from a Point 80 Feet)
West of Sykes Rd. to a Point 260 Feet West)
of Sykes Road., to the City of St. Helens, Oregon)

WHEREAS, pursuant to ORS 373.210, on August 2, 2000, Columbia County entered into an Intergovernmental Agreement with the City of St. Helens, for the maintenance and jurisdiction of certain roads located within Columbia County, a copy of which is attached hereto as Attachment A, and is incorporated herein by this reference; and

WHEREAS, according to said Agreement, Columbia County agreed to fund an overlay of the portion of Sykes Rd. and Columbia Blvd., described herein, which would be managed by the City of St. Helens, and the City of St. Helens agreed to accept the jurisdiction over the portions of Sykes Rd. and Columbia Boulevard, described herein, after the project was completed; and

WHEREAS, the City of St. Helens, which lies within the confines of Columbia County, desires to accept jurisdiction of the portion of Sykes Road, and Columbia Boulevard as shown on a map provided by the Columbia County Public Works Director, a copy of which is attached hereto, as Attachment B, and is incorporated herein by this reference; and

WHEREAS, pursuant to ORS 373.270, upon its own motion, the Board of County Commissioners for Columbia County, Oregon, gave notice of a public hearing by publishing a notice once a week for four successive weeks in a newspaper of general circulation in Columbia County, to consider whether it is necessary, expedient or in the best interest of the County to surrender jurisdiction over a portion of Sykes Road from Barr Ave., Westerly to the Eastern boundary of the Ridgeview Subdivision and a portion of Columbia Boulevard from a point 80 feet west of Sykes Road to a point 260 feet west of Sykes Road to the City of St. Helens, Oregon, and a hearing date was set for May 23, 2001; and

WHEREAS, on May 23, 2001, having heard evidence and testimony, the Board of County Commissioners deemed it necessary, expedient and in the best interests of Columbia County to surrender jurisdiction of the portion of Sykes Road from Barr Ave., Westerly to the Eastern boundary of the Ridgeview Subdivision, and the portion of Columbia Boulevard from a point 80 feet west of

Sykes Road to a point 260 feet west of Sykes road, to the City of St. Helens, Oregon;

NOW, THEREFORE, IT IS HEREBY ORDERED, as follows:

1. The Board of County Commissioners initiates the surrender of jurisdiction of the portion of Sykes Rd. from Barr Ave., Westerly to the Eastern boundary of the Ridgeview Subdivision, and the portion of Columbia Boulevard from a point 80 feet west of Sykes Road to a point 260 feet west of Sykes Road, as shown in Attachment B, which is attached hereto and is incorporated herein by this reference, and as legally described in Attachment C, which is attached hereto and is incorporated herein by this reference, to the City of St. Helens, Oregon.

2. Staff is directed to make an offer to surrender such portions of Sykes Road and Columbia Boulevard to the City of St. Helens, and shall cause the appropriate documents to be recorded in the deed records of Columbia County without costs.

DATED this 23rd day of May, 2001.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

Approved as to form

By: Sarah Tyson
Office of County Counsel

By: [Signature]
Chair

By: [Signature]
Commissioner

By: [Signature]
Commissioner

ATTACHMENT A

00.46



**INTERGOVERNMENTAL AGREEMENT
BETWEEN
COLUMBIA COUNTY, OREGON
AND
CITY OF ST. HELENS, OREGON**

This Intergovernmental Agreement is entered into by and between Columbia County, Oregon, a political subdivision of the State of Oregon, hereinafter referred to as "County," and the City of St. Helens, Oregon, a municipal corporation, hereinafter referred to as "City."

1. RECITALS

A. ORS 190.010 permits units of local government to enter into agreements for the performance of any or all functions and activities that a party to the agreement has authority to perform; and

B. County has jurisdiction over and maintains certain roadway sections which are otherwise located within the jurisdictional boundaries of City; and

C. County and City have historically agreed that County roads completely within City jurisdictional boundaries should be transferred from County to City, provided the particular roadway has been improved to certain minimum standards; and

D. City has prepared a construction contract for asphalt concrete overlays of certain streets and roadways; and

E. County desires to join in City's asphalt concrete overlay contract by providing funds to pay for certain County-maintained roadway section overlays; and

F. Overlays and improvements completed on County-maintained roadway sections, under the City's asphalt concrete overlay contract, will bring those roadway sections into compliance with the minimum standards necessary for City to accept ownership and maintenance.

NOW, THEREFORE, in consideration for the mutual covenants contained herein the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **RECITALS.** The recitals set forth above are true and correct and are incorporated herein by this reference.

COLUMBIA COUNTY

AUG 07 2000

COUNTY COUNSEL

2. **DURATION.** [ORS 190.020(1)(e)]. The term of this agreement shall commence upon approval and execution by both City and County and shall terminate on June 30, 2001.

3. **FUNCTIONS OR ACTIVITIES.** [ORS 190.020(1)].

(a) Project Description.

City will include all appropriate construction quantities in its 2000 Asphalt Concrete Overlay contract for the asphalt overlay and improvement of Sykes Road from Barr Avenue westerly to the eastern boundary of the Ridgecrest Subdivision, a distance of approximately 780 feet, and for the improvement of Columbia Boulevard from a point approximately 80 feet west of Sykes Road to a point approximately 260 feet west of Sykes Road. The cost estimate for the County's portion of the overlay project is set forth in Exhibit A and is attached hereto and made a part hereof by this reference.

(b) Construction Responsibilities.

City, through its bid award contractor, will cause to be constructed the roadway sections as described in Section 3.a. above. City will administer and inspect the construction of said improvements and maintain separate quantity and construction records for each segment.

4. **PAYMENT.** [ORS 190.020(1)(a)]. Upon successful completion of construction, City will submit billing to County, in the recorded quantity amounts and at the contractor bid unit prices, for the construction described in Section 3.a. above. County, upon receipt of construction billings, will reimburse City in full, (not to exceed \$10,000) for the costs of construction of said roadway segments at the aforesaid quantity amounts and contractor unit bid prices.

5. **REVENUE.** [ORS 190.020(1)(b)]. The parties do not anticipate any revenue generated pursuant to this agreement which must be apportioned between the parties to this Agreement.

6. **PERSONNEL.** [ORS 190.020(1)(c)]. No employees will be transferred pursuant to this Agreement. City and County are subject employers under ORS Chapter 656, and shall procure and maintain currently valid workers compensation insurance coverage for all subject workers throughout the period of this agreement.

7. **REAL OR PERSONAL PROPERTY.** [ORS 190.020(1)(d)]. Upon successful completion of construction, County will prepare all necessary legal descriptions, legal paperwork, and appropriate agreements to transfer ownership of the roadway segments from County to City, and will

provide said documentation in proper form for approval by County and City.

8. **MEDIATION.** In the event of a dispute between the parties arising out of, or relating to, this agreement, the parties agree to submit such dispute to a mediator agreed to by both parties as soon as practicable after the dispute arises and preferably before commencement of litigation or any permitted arbitration. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.

The parties shall first attempt to select a mediator who is mutually acceptable. If, within ten (10) business days from the request for mediation, the parties are unable to agree upon a mediator, the appropriate State agency (currently the Dispute Resolution Commission) shall be requested to submit a list of three names. County shall have the right to strike one name from the list; City shall have the right to strike one name from the list. The remaining person is selected as the mediator. The designated mediator shall set a time and place for a hearing which is agreeable to both parties.

Expenses for the mediation shall be borne equally by the parties. Each party, however, shall be responsible for compensating its own representatives and witnesses.

9. **TERMINATION.** [190.020(1)(f)]. All or part of this agreement may be terminated by mutual consent by both parties; or by either party at any time, upon sixty (60) days notice in writing and delivered by certified mail. In the event of termination of the agreement, County shall pay City for such services rendered to the date of termination and shall make the corresponding dedication for completed work. Such termination shall be without prejudice to any obligations or liabilities of either party accrued prior to such termination.

10. **HOLD HARMLESS.** To the extent possible under the limits of the Oregon Tort Claims Act, City and County shall hold each other harmless, indemnify, and defend each other's officers, agents and employees from any and all liability, actions, claims, losses, damages, or other costs including attorney's fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity arising from, during, or in connection with the performance of the work described in this agreement, except liability arising out of the sole negligence of either party or its employees. Such indemnification shall also cover claims brought against either party under state or federal workers compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification. This Agreement is subject to the limits and provisions of Article XI, Section 10 of the Oregon Constitution.

11. **NONDISCRIMINATION.** City and County shall comply with all applicable federal, state and local laws, rules, and regulations on nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, or disability. City and County shall comply with the Americans with Disabilities Act of 1990 (Pub. Law No. 101-336).

ORS 30.670 to ORS 30.685, ORS 659.425, ORS 659.430, and all regulations and administrative rules established pursuant to those laws, in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services, training, educational or otherwise, conducted by County and City.

12. **PUBLIC CONTRACT.** As applicable, City and County shall abide by the provisions of ORS 279, incorporated herein by this reference. It is expressly understood that this contract in all things shall be governed by the laws of the State of Oregon.

13. **METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS, AND MAKING PAYMENTS.** All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail should be addressed as follows:

City: City of St. Helens
Attn: Brian Little, City Administrator
P.O. Box 278
St. Helens, Oregon 97051
503-397-6272
Fax: 503-397-4016

District: Columbia County
Board of County Commissioners
Courthouse
St. Helens, Oregon 97051
503-397-4322
Fax: 503-397-7243

and when so addressed, shall be deemed given upon deposit in the United States Mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this paragraph.

14. **ASSIGNMENT/DELEGATION.** Neither party shall assign, sublet or transfer any interest in or duty under this agreement without the written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party has so consented.

15. **MERGER.** This writing is intended both as the final expression of the agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the agreement. No modification of this agreement shall be effective unless and until it is made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in two (2) duplicate originals, either as individuals, or by their officers, thereunto duly authorized.

Dated this 2nd day of August, 2000.

CITY OF ST. HELENS

By: Donald L. Kallberg
Donald L. Kallberg, Mayor

By: _____
City Councilor

Attest: Brian D. Little
City Recorder

Approved as to form:
Richard G. [Signature]
City Attorney

**COLUMBIA COUNTY:
BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON**

By: Jack R. Peterson
Jack R. Peterson, Chair

By: Rita Bernhard
Rita Bernhard, Commissioner

By: Anthony Hyde
Anthony Hyde, Commissioner

City of St. Helens

P.O. BOX 278 PHONE (503) 397-6272

St. Helens, Oregon
97051

July 27, 2000

To: Dave Hill
Columbia County Road Master

From: Greg Payne
Sr. Engineering Tech. II

Dear Dave;

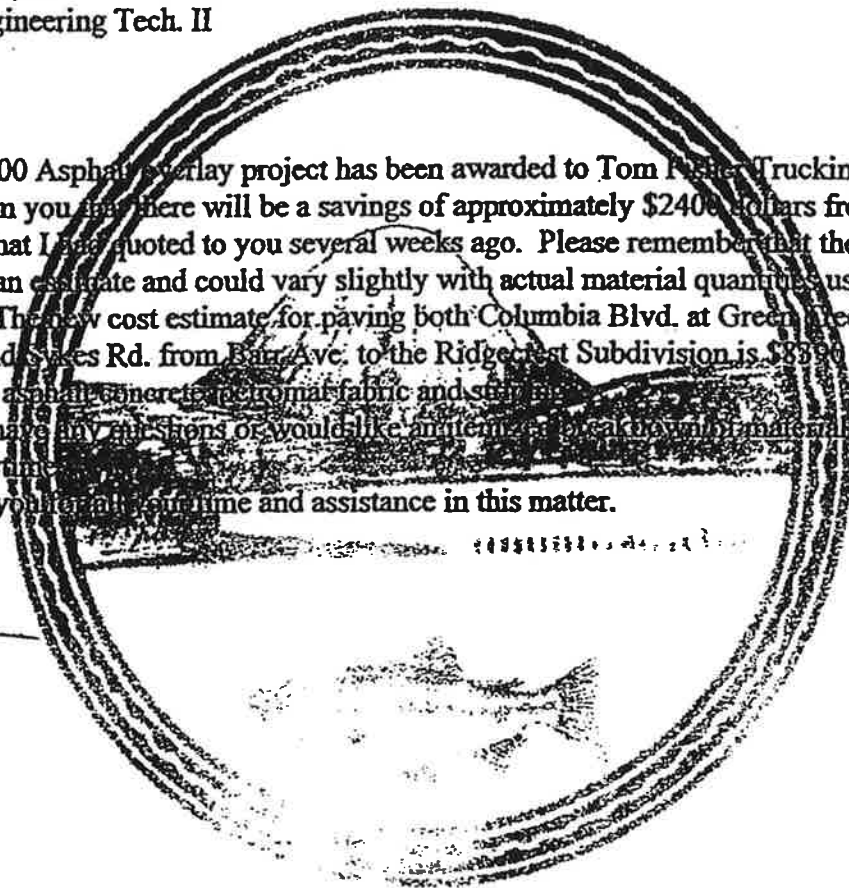
The 2000 Asphalt overlay project has been awarded to Tom Fisher Trucking, Inc. I am happy to inform you that there will be a savings of approximately \$240,000 dollars from my initial cost estimate that I had quoted to you several weeks ago. Please remember that the cost quoted to you is only an estimate and could vary slightly with actual material quantities used in construction. The new cost estimate for paving both Columbia Blvd. at Green Tree Acres Subdivision and Sikes Rd. from Barr Ave. to the Ridgecrest Subdivision is \$83,900 dollars. The quote includes asphalt concrete, geotext fabric and steel reinforcement.

If you have any questions or would like an itemized breakdown of material costs, please contact me anytime.

Thank you for all your time and assistance in this matter.

Sincerely;


Greg Payne

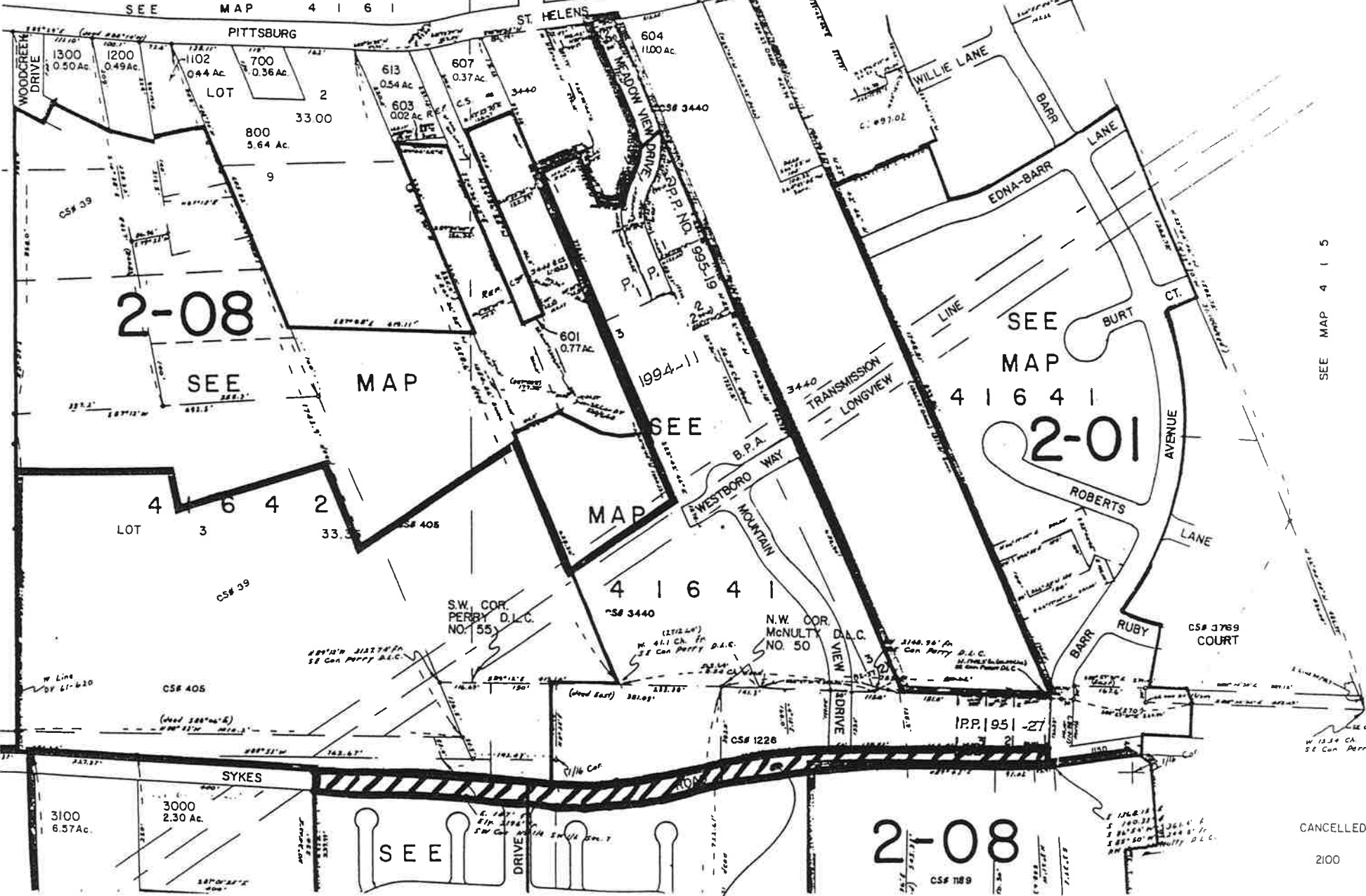


SE 1/4 SEC. 6 T.4N. R.1W. W.M.
COLUMBIA COUNTY

4 | 6 | 4

CS# 420

AP HAS BEEN PREPARED FOR ASSESSMENT PURPOSES ONLY
Scale: 1" = 200' Current Revision Date: 9 / 15 / 00



SEE MAP 4 | 1 | 5

ATTACHMENT B

CANCELLED
2100

SECTION OF SYKES ROAD TO
BE TRANSFERRED.

ATTACHMENT C

“All of Edwin Sykes County Road Number P-214 that is located easterly of the northerly extension of the west boundary of the Ridgecrest Planned Development, Columbia County, Oregon”

“That portion of Columbia Boulevard from a point 80 feet west of Sykes Road to a point 260 feet west of Sykes Road, Columbia County, Oregon”