

INTERGOVERNMENTAL AGREEMENT
Between
MARION COUNTY and CITY OF SALEM

1. PARTIES TO AGREEMENT

This Agreement between City of Salem, hereafter called Agency, and Marion County, a political subdivision of the state of Oregon, hereafter called County, is made pursuant to ORS 190.010 (Cooperative Agreements).

2. RECITALS

2.1 On May 30, 2024, Agency issued a *Final Notice of Decision (Decision)* for Agency case UGA-SPR-ADJ-DAP-DR-PLA24-03 for tax lot (TL) 062W32C000500, addressed #4650 Hazelgreen Road NE, that also includes TL 062W32C000400 pertaining to proposed North Place Apartments Phase II. A 3-page excerpt of the *Decision* is attached hereto as **Exhibit A**.

2.2 Condition 5 of the *Decision* obligates the design, permitting and construction of Hazelgreen Road $\frac{3}{4}$ -wide urban frontage improvements to the Agency minor arterial standard.

2.3 Hazelgreen Road right-of-way (R/W) in the vicinity of the proposed development is predominantly within Agency limits with the exception of an approximate 200-foot long segment under County jurisdiction contiguous with TL 062W32C000300. Hereinafter this approximate 200-ft segment is referred to as “County R/W”.

2.4 Agency and County desire to promote orderly development and provide for vehicular continuity and pedestrian connectivity along Hazelgreen Road NE.

2.5 Final engineering road plans prepared by North Place Apartments Developer’s Engineer have been reviewed and approved by both Agency and County that depict extending Agency’s $\frac{3}{4}$ -street minor arterial improvements, including underground utilities, through the County R/W segment and seamlessly connecting into similar improvements previously constructed under Agency’s Northstar Subdivision development to the east.

2.6 A component of the engineering improvement plans includes a stormwater water quality treatment (WQT) curbside bioswale within the County R/W segment to treat roadway runoff in accordance with Agency and County standards.

2.7 Agency has concurred with maintaining the bioswale approved in the final engineering road plans, as depicted in **Exhibit B**.

2.8 Agency has furthermore concurred with leading construction inspection through the County R/W segment.

3. PURPOSE/STATEMENT OF WORK

The purpose of this Agreement is to establish the terms and conditions under which the Agency will maintain the WQT bioswale and inspect R/W improvements within the County section of Hazelgreen Road NE. These services are further described in Section 6.

4. TERM AND TERMINATION

- 4.1 This Agreement shall be effective upon execution by both parties.
- 4.2 This Agreement may be terminated by mutual consent of both parties at any time.
- 4.3 This Agreement shall terminate automatically upon annexation by Agency of the subject portion of County R/W.
- 4.4 County may terminate this Agreement effective upon delivery of written notice to Agency or at such later date as may be established under any of the following conditions:
 - a. If Agency fails to provide services called for by this agreement within the time specified herein or any extension thereof.
 - b. If Agency fails to perform any of the provisions of this agreement or so fails to pursue the work as to endanger the performance of this agreement in accordance with its terms and after written notice from County, fails to correct such failure(s) within ten (10) days or such longer period as the County may authorize.
- 4.5 Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

5. FUNDING AND BILLING

County and Agency agree that there will be no exchange of funds or services exchanged directly between the parties as a result of this Agreement.

6. OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT

- 6.1 UNDER THE TERMS OF THIS AGREEMENT, AGENCY SHALL:
 - a. Review, approve, inspect, and maintain a stormwater WQT planter to be constructed within Hazelgreen Road NE County R/W fronting TL 062W32C000300.
 - b. Perform quarterly and emergency maintenance on the WQT stormwater planter, consisting of the planter box, its contents and flanking curb. Maintenance includes, but is not limited to, inspection; sediment and debris removal; plant growing medium addition, replacement and disposal; vegetative maintenance including pruning, replacement planting, weeding, and irrigation; replacement of damaged/missing curbing that separates the road pavement from the planter feature. Agency will implement standard traffic control measures in accordance with current local, state and

federal criteria when conducting maintenance activities. Agency may perform any necessary maintenance either by utilizing its own employees or by hiring qualified contractors.

- c. Comply with terms of the Agency's Annual Work in Right-of-Way Permit with Marion County as to notification of work being done in County right-of-way and provide any such Contractor information, as necessary.
- d. Obtain a Work in Right-of-Way Permit or advise their Contractor to obtain same when anticipated work may not fall under the limits of work ordinarily authorized under the Annual Work in Right-of-Way Permit.
- e. Conduct construction lead inspection over all Agency and County approved roadway and utility improvements through the Hazelgreen Road NE County R/W segment.

6.2 UNDER THE TERMS OF THIS AGREEMENT, COUNTY SHALL:

- a. Review, and if acceptable, approve civil engineering design plans for that portion of Hazelgreen Road NE improvements within and abutting County R/W.
- b. Issue a permit to a qualified Contractor to construct Hazelgreen Road NE improvements within County R/W.
- c. Review, and if acceptable, concur with Agency final inspection approval of road improvements at such time as they are completed in substantial conformance with the engineering plans and permit and/or subsequently approved design modifications.

7. COMPLIANCE WITH APPLICABLE LAWS

The parties agree that both shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement. The parties agree that this agreement shall be administered and construed under the laws of the state of Oregon.

8. NONDISCRIMINATION

The parties agree to comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations in the performance of this agreement.

9. HOLD HARMLESS

To the extent permitted by Article XI, Section 7 of the Oregon Constitution and by the Oregon Tort Claims Act, each party agrees to waive, forgive, and acquit any and all claims it may otherwise have against the other and the officers, employees, and agents of the other, for or resulting from damage or loss, provided that this discharge and waiver shall not apply to claims by one party against any officer, employee, or agent of the other arising from such person's malfeasance in office, willful or wanton neglect of duty, or actions outside the course and scope of his or her official duties.

10. INSURANCE

Each party shall insure or self-insure and be independently responsible for the risk of its own liability for claims within the scope of the Oregon tort claims act (ORS 30.260 TO 30.300).

11. MERGER CLAUSE

Parties concur and agree that this agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change to the terms of this agreement shall bind either party unless in writing and signed by both parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Parties, by the signatures below of their authorized representatives, hereby agree to be bound by its term and conditions.

12. NOTICES

Any notice required to be given the Agency or County under this Agreement shall be sufficient if given, in writing, by first class mail or in person as follows:

For Agency:

Krishna Namburi, City Manager
555 Liberty St, Salem, OR, 97301
knamburi@cityofsalem.net

For County:

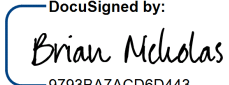
Brian Nicholas, Public Works Director
5155 Silverton Rd NE, Salem, OR, 97305
bnicholas@co.marion.or.us

13. SIGNATURES

This agreement and any changes, alterations, modifications, or amendments will be effective when approved in writing by the authorized representative of the parties hereto as of the effective date set forth herein.

In witness whereof, the parties hereto have caused this agreement to be executed on the date set forth below.

MARION COUNTY SIGNATURE

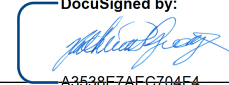
Authorized Signature:

2/20/2026

 Department Director or designee Date

Reviewed by Signature:

2/25/2026

 Marion County Legal Counsel Date

Reviewed by Signature:

2/20/2026

 Marion County Contracts & Procurement Date

CITY OF SALEM

Authorized Signature: _____ Date: _____

Title: _____

EXHIBIT A

EXCERPT

CITY OF SALEM FINAL NOTICE OF DECISION

UGA-SPR-ADJ-DAP-DR-PLA24-03



555 Liberty Street SE / Room 305 • Salem OR 97301-3503 • Phone 503-588-6213
www.cityofsalem.net/planning

May 30, 2024

Si necesita ayuda para comprender esta información, por favor llame 503-588-6173.

NOTICE OF FINAL LAND USE DECISION

Urban Growth Preliminary Declaration / Class 3 Site Plan Review / Class 1 and 2 Adjustments / Class 2 Driveway Approach Permit / Class 1 Design Review / Property Line Adjustment Case No. UGA-SPR-ADJ-DAP-DR-PLA24-03 for 4650 Hazelgreen Rd NE

YOU ARE HEREBY NOTIFIED that the **City Council** has made a final written land use decision for Urban Growth Preliminary Declaration, Class 3 Site Plan Review, Class 1 and 2 Adjustments, Class 2 Driveway Approach Permit, Class 1 Design Review and Property Line Adjustment Case No. UGA-SPR-ADJ-DAP-DR-PLA24-03 **AFFIRMING** the Planning Administrator's Decision to APPROVE Case No. UGA-SPR-ADJ-DAP-DR-PLA24-03 at their May 28, 2024, session. A copy of the Order is attached.

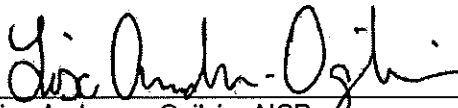
Any person with standing may appeal the City Council's decision by filing a "Notice of Intent to Appeal" with the Land Use Board of Appeals, 775 Summer St NE, Suite 330, Salem OR 97301-1283, **not later than 21 days after May 30, 2024**. Anyone with questions regarding filing an appeal with the Oregon Land Use Board of Appeals should contact an attorney.

The following items are submitted to the record: 1) All materials and evidence submitted by the applicant, including any applicable professional studies; and 2) All materials, evidence, and comments from City Departments and public agencies. The application materials are available on the City's online Permit Application Center at <https://permits.cityofsalem.net>. To view the materials without registering, you may use the search function and enter the permit number listed here: 23 121805. The complete case file is also available for review at the Community Development Department, 555 Liberty St SE, Room 305, Salem OR 97301. Paper copies can be obtained for a reasonable cost.

If you have any questions, please contact Aaron Panko, 503-540-2356, apanko@cityofsalem.net.

The rights granted by the attached decision must be exercised, or an extension granted, by the dates below, or this approval shall be null and void.

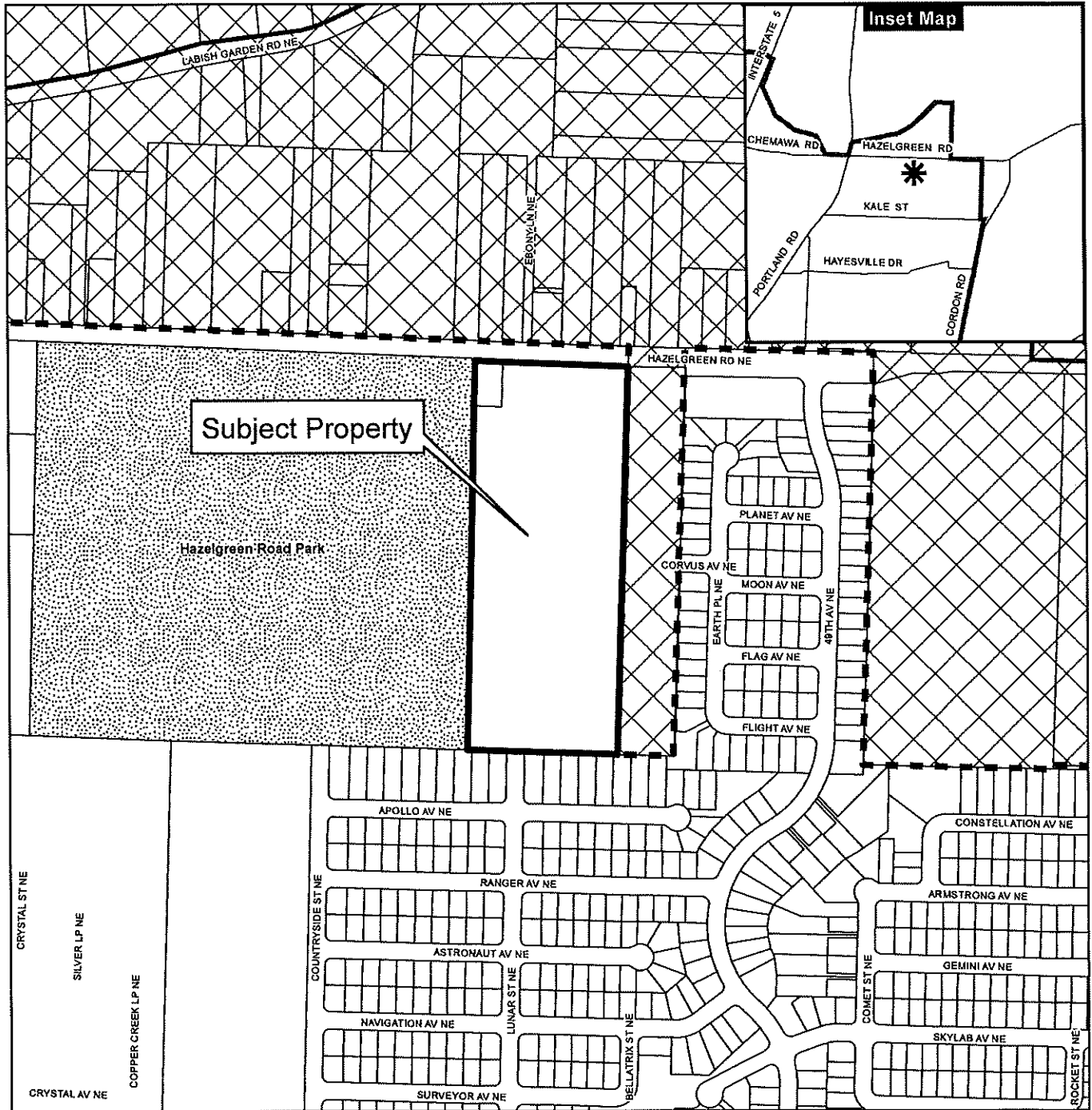
Urban Growth Preliminary Declaration	<u>May 30, 2026</u>
Class 3 Site Plan Review	<u>May 30, 2028</u>
Class 1 and 2 Adjustment	<u>May 30, 2028</u>
Class 2 Driveway Approach Permit	<u>May 30, 2028</u>
Class 1 Design Review	<u>May 30, 2028</u>
Property Line Adjustment	<u>May 30, 2026</u>


 Lisa Anderson-Ogilvie, AICP
 Deputy Community Development Director,
 and Planning Administrator








- Attachments: 1. Vicinity Map
 2. Order 2024-1-UGA-SPR-ADJ-DAP-DR-PLA24-03
 3. Exhibit 1

\\allcity\cdgroup\CD\PLANNING\CASE APPLICATION Files 2011-On\UGA Permits & UGA Amendments\2024\Case Processing\UGA-SPR-ADJ-DAP-DR-PLA24-03 4650 Hazelgreen Rd NE\Appeal - Call up\UGA-SPR-ADJ-DAP-DR-PLA24-03 Transmittal Letter.doc

Vicinity Map 4650 Hazelgreen Road NE



Legend

-  Taxlots
-  Outside Salem City Limits
-  Parks
-  Urban Growth Boundary
-  Historic District
-  City Limits
-  Schools



This product is provided as is, without warranty. In no event is the City of Salem liable for damages from the use of this product. This product is subject to license and copyright limitations and further distribution or resale is prohibited.

SRC 205.055(d)(6): The property line adjustments do not adversely affect the availability or access to public and private utilities or streets;

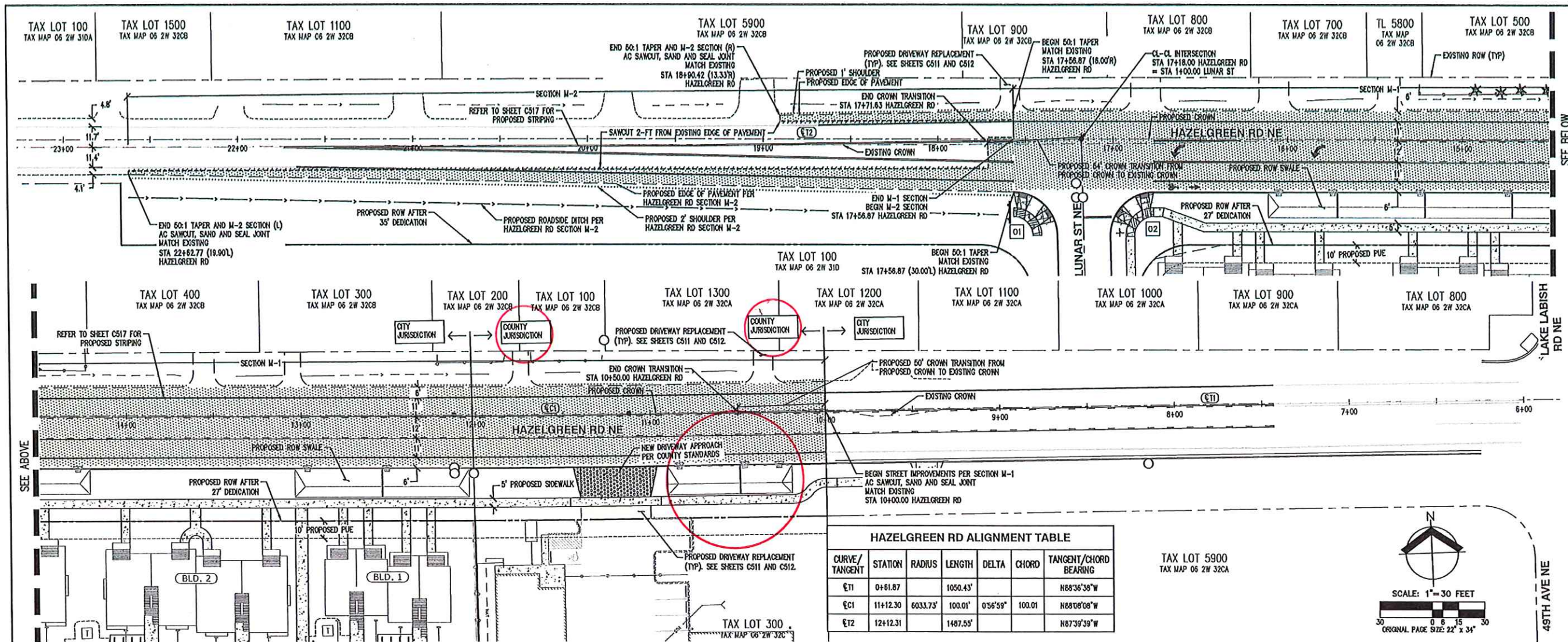
Findings: The proposed property line adjustment eliminates the common property line between two abutting units of land. The proposed property line adjustment does not affect availability or access to public and private utilities or streets; therefore, his criterion is met.

CONCLUSION

The City Council makes its final decision to affirm and modify the Planning Administrator's decision approving the consolidated applications with one additional condition of approval. Final approval of Case No. UGA-SPR-ADJ-DAP-DR-PLA24-03 is hereby **APPROVED** subject to SRC Chapters 200, 220, 250, 804, 225, and 205, the applicable standards of the Salem Revised Code, conformance with the approved site plan, and the following conditions of approval:

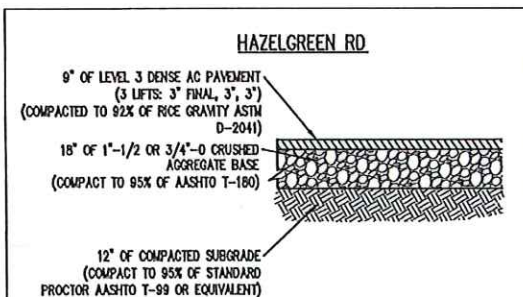
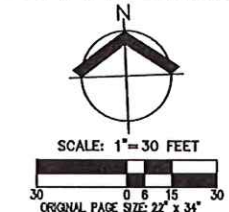
- Condition 1:** Prior to building permit issuance, the applicant shall record the property line adjustment removing the existing property line.
- Condition 2:** Prior to building permit issuance, the plans shall be revised to demonstrate that the solid waste service area is in conformance with all applicable development standards of SRC Chapter 800.
- Condition 3:** At time of building permit issuance, a minimum of 40 percent of the off-street parking spaces proposed shall be designated as spaces to serve electrical vehicle charging including provisions for electrical service capacity, as defined in ORS 455.417.
- Condition 4:** Convey land for dedication to equal a half-width right-of-way of 60-feet on the development side of Hazelgreen Road NE, including sufficient right-of-way to accommodate public infrastructure at the property corners.
- Condition 5:** Construct Hazelgreen Road NE as a three-quarter minor arterial street improvement along the full frontage of the subject property. These improvements shall include a minimum of 46-foot-wide pavement with sidewalk, streetlights, and street trees on the development side of the street and be constructed as specified in the City Street Design Standards and consistent with the provisions of SRC Chapter 803.
- Condition 6:** Where the development has frontage on both sides of Lunar Drive NE:
 - Convey land for dedication to equal a full-width right-of-way of 60-feet, including sufficient right-of-way to accommodate public infrastructure at the property corners.
 - Construct Lunar Drive NE as a full local street improvement as proposed with the submitted Lunar Drive plans along the western boundary of the subject property. These improvements shall include

EXHIBIT B

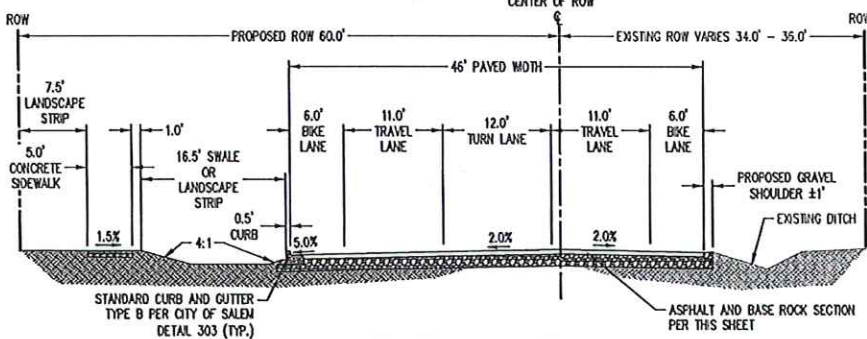


HAZELGREEN RD ALIGNMENT TABLE

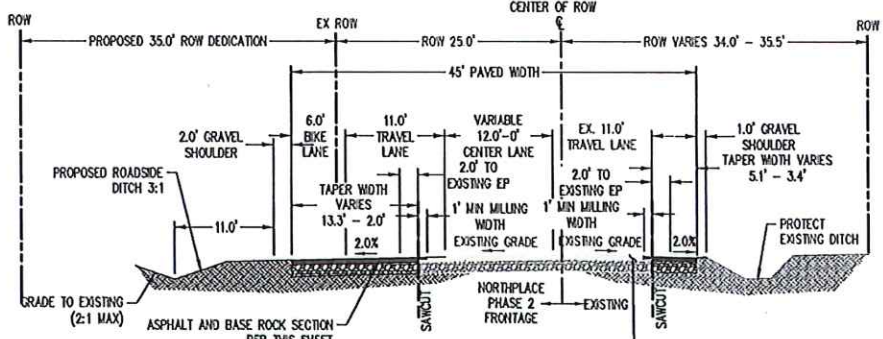
CURVE/TANGENT	STATION	RADIUS	LENGTH	DELTA	CHORD	TANGENT/CHORD BEARING
ET1	0+61.87		1050.43'			N88°36'38"W
EC1	11+12.30	6033.73'	100.01'	0°56'59"	100.01	N88°08'08"W
ET2	12+12.31		1487.55'			N87°39'39"W



NOTE:
FOR HOT MIX ASPHALTIC CONCRETE (HMAC) PAVEMENT NOTES AND MINIMUM AMBIENT TEMPERATURES SEE CITY OF SALEM STANDARD CONSTRUCTION SPECIFICATIONS SECTION 360.



HAZELGREEN ROAD TYPICAL SECTION M-1
SCALE: 1"=10'
HAZELGREEN RD: STA 10+00.00 - 17+56.87
TC (L) = E - 0.15'
EOP (R) = E - 0.32'



HAZELGREEN ROAD TYPICAL SECTION M-2
SCALE: 1"=10'
HAZELGREEN RD (L): STA 17+56.87 - 22+62.77
HAZELGREEN RD (R): STA 17+56.87 - 18+90.42

- LEGEND**
- CURB RETURN DETAIL. SEE ADA RAMP AND CURB RETURN SHEETS.
 - NEW ASPHALT CONCRETE PER TYPICAL STREET OR PRIVATE DRIVEWAY SECTION
 - CONCRETE SIDEWALK TO BE CONSTRUCTED BY DEVELOPER
 - FULL DEPTH IMPROVEMENT
 - 1" MILLING WIDTH (3" DEPTH)
 - 2" ALUMINUM CAP TO BE INSTALLED AFTER FINAL LIFT TO ASPHALT PAVEMENT



NORTHPLACE PHASE 2 PUBLIC IMPROVEMENTS SALEM OREGON
MADON COUNTY TAX MAP 06 2W 32C

HAZELGREEN RD PAVEMENT RESURFACING PLAN AND TYPICAL SECTIONS

DESIGNED BY: ECR
DRAWN BY: PE
MANAGED BY: TOR
CHECKED BY: MTA
DATE: 08/08/2023

REGISTERED PROFESSIONAL ENGINEER
88330PE
DIGITALLY SIGNED
MARCH 8, 2023
TYLER D. ROTH
OREGON

REVISIONS

JOB NUMBER
8321

SHEET
C510

AKS DRAWING FILE: 8321 HAZELGREEN ROAD PLAN AND PROTECTING LANDSCAPE.CSD