

1 **RESOLUTION NO. 1155**

2 **A RESOLUTION APPROVING AN INTERGOVERNMENTAL**  
3 **AGREEMENT BETWEEN MULTNOMAH COUNTY AND THE CITY**  
4 **OF TROUTDALE FOR TRANSFER OF CERTAIN COUNTY ROADS**

5 **WHEREAS**, in December, 1993, officials from Multnomah County and the cities of Fairview,  
6 Gresham, Troutdale, and Wood Village began discussions regarding the transfer of certain roads,  
7 primarily from the County to the appropriate City, as well as related responsibilities; and

8 **WHEREAS**, these discussions led to development of Memoranda of Understanding for road  
9 transfers, stormwater management, permitting, transportation planning and revenue sharing; and

10 **WHEREAS**, agreements reached in these Memoranda of Understanding have been incorporated  
11 into a proposed Intergovernmental Agreement between each City and Multnomah County; and

12 **WHEREAS**, in the Intergovernmental Agreement with Troutdale, Multnomah County proposes  
13 to transfer portions of NW Graham Road, NW Dunbar Avenue, and NE Harlow Place having  
14 a total length of approximately one mile, along with funds in the amount of \$5,600 annually,  
15 to be adjusted based upon future cost of living increases for the area; and

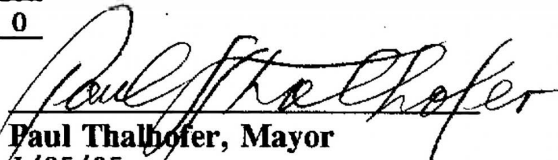
16 **WHEREAS**, the proposed Intergovernmental Agreement also transfers certain permitting and  
17 access control functions to the City of Troutdale for all County roads in the City, transfers  
18 stormwater management responsibility to the City for those roads being transferred, and pledges  
19 both parties to continued cooperation in a variety of road-related issues.  
20

21 **NOW THEREFORE BE IT RESOLVED BY THE COMMON COUNCIL OF**  
22 **THE CITY OF TROUTDALE THAT:**


23 The City of Troutdale approves, and the Mayor is authorized to sign, an Intergovernmental  
24 Agreement between Multnomah County and the City of Troutdale for Transfer of County Roads,  
25 which is attached and made a part hereto.

26 **ADOPTED BY THE COMMON COUNCIL OF THE CITY OF**  
27 **TROUTDALE THIS 24TH DAY OF JANUARY, 1995.**

28 **YEAS:** 6  
29 **NAYS:** 0  
30 **ABSTAINED:** 0

31   
32 **Paul Thalhofer, Mayor**

33 **DATED:** 1/25/95

34 **ATTEST:**  
35   
36 **George Martinez**  
37 **City Recorder**

## **INTERGOVERNMENTAL AGREEMENT BETWEEN MULTNOMAH COUNTY AND THE CITY OF TROUTDALE FOR TRANSFER OF COUNTY ROADS**

THIS AGREEMENT is entered into under the authority of Chapter 190 of Oregon Revised Statutes by the CITY OF TROUTDALE, a municipal corporation (TROUTDALE), and the COUNTY OF MULTNOMAH, a home rule political subdivision of the State of Oregon (COUNTY).

### **RECITALS**

1. In December 1993, elected officials from the cities of Fairview, Gresham, Troutdale, and Wood Village, and Multnomah County met to begin discussions regarding the transfer of COUNTY roads. These discussions continued for the next four months and a work plan was developed.
2. On May 2, 1994, staff members from the four cities and the COUNTY met for an all day training session. At the conclusion of the training, work teams were established in the areas of development permits, stormwater, road transfer, transportation planning, revenue sharing, personnel, and communications. Each team was directed to draft a memorandum of understanding by November 1994 that would be the basis of intergovernmental agreements between each of the four cities and the COUNTY. Larry Nicholas, Multnomah County Director of Transportation, and Greg DiLoreto, Gresham Director of the Department of Environmental Services served on a Liaison Team together with representatives from the work teams. This effort was known as the Transportation Initiatives.
3. The parties desire to describe the terms for the transfer of certain COUNTY roads, stormwater facilities, and other responsibilities to Troutdale and to described the responsibilities of both parties regarding various issues related to the transfer of the COUNTY roads.
4. ORS 190.010 et seq. provide for intergovernmental agreements between units of local governments to allow the performance of functions or activities by one unit of local government for another.
5. ORS 190.020 requires that an intergovernmental agreement contemplating the performance of functions or activities by one unit of local government for another shall specify the responsibilities and the apportionment of funds between parties.
6. The Joint Road Transfer Team's goal was to develop a road transfer list that reflects the roles and responsibilities of the COUNTY and the four cities, including TROUTDALE, that is consistent with the statewide transportation planning rule, and promotes efficient and effective service delivery.

7. The parties agreed that the road system is a hierarchy of roadways, ranging in function from major inter-city arterials to those roads totally within and serving a local jurisdiction such as local and collector streets. The road network that is located in urban east Multnomah County is part of a regional road system and should be consistent with the standards and functions of the regional system. The COUNTY will involve TROUTDALE in the planning and design of COUNTY road improvements in TROUTDALE to insure consistency with TROUTDALE's local transportation system plan. TROUTDALE will involve the COUNTY in the planning and design of TROUTDALE road improvements that intersect a COUNTY road.

8. The parties agreed that the following criteria should be used to guide the definition of the road network:

- a. Access and Mobility. The road system is based upon functional class of roads in which generally, the COUNTY will be responsible for arterials and collectors that support regional travel, and TROUTDALE and the other cities will be responsible for local transportation and access to the regional system.
- b. Efficient and Effective Service Delivery. For simplicity of maintenance and accountability to the public, the network should consist of roads that are continuous links. Segments of roads existing under different jurisdictions should be avoided.
- c. Integrity of Grid Systems. The COUNTY network will consist, generally, of a grid that is made up of arterials and collectors that support a continuous corridor in either a north-south or east-west direction, or serve rural areas outside of TROUTDALE and other cities.
- d. Customer Service. To the degree possible, connectivity with the regional urban and rural arterials should be maintained.. The road system should be easily understood with road segments easily identifiable to the user.

9. Prior to transferring any COUNTY roads, the COUNTY must hold a public hearing regarding the proposed transfers. After this hearing, TROUTDALE must formally accept the roads.

THEREFORE, TROUTDALE and the COUNTY agree as follows:

#### **SECTION I. TRANSFER OF ROADS**

A. In general, the COUNTY will transfer to TROUTDALE approximately 1 mile of road. The COUNTY will retain all arterials.

#### **2- INTERGOVERNMENTAL AGREEMENT**

B. The COUNTY shall transfer the roads, and road segments, identified in Exhibit A to TROUTDALE on July 1, 1995.

## **SECTION II. TRANSPORTATION PLANNING**

A. TROUTDALE shall have responsibility to develop a local transportation system plan within its planning jurisdiction under the State Transportation Planning Rule.

B. The COUNTY and TROUTDALE agree to seek opportunities to share staff resources for joint planning projects or studies, including short-term assignments of staff from one jurisdiction to another.

## **SECTION III. DEVELOPMENT REVIEW AND PERMIT ISSUANCE**

The COUNTY will transfer the issuance of access permits along with COUNTY roads to TROUTDALE. Design review approval shall be by TROUTDALE. Permits for utility cuts, such as gas, electric, and telephone, shall be the responsibility of the COUNTY.

A. **ACCESS MANAGEMENT/DEVELOPMENT REVIEW.** The COUNTY will transfer to TROUTDALE those functions which are critical to the management of access control related to new development within TROUTDALE along COUNTY roads. These include the following aspects of development: client interaction and pre-application conferences, plan intake, establishing development conditions related to access management, issuing development permits, and conducting development inspections.

B. **COMMON STANDARDS.** The parties desire to create common development procedures and road standards to be adopted by TROUTDALE and the COUNTY and the cities of Gresham, Fairview, and Wood Village. TROUTDALE shall give the COUNTY a copy of its present development code and criteria. COUNTY staff will identify which standards are currently uniform and which are varied. The parties will work to create common standards and procedures to be used by all parties.

C. **CITY-COUNTY COORDINATION.** The parties desire to insure that as part of the development review process, the COUNTY is given timely notice to comment on aspects related to ongoing maintenance responsibility, level of service questions, current and future off-site and cumulative network effects, and standard changes. TROUTDALE shall develop a plan as to how TROUTDALE will provide the COUNTY with timely notice and opportunity to comment consistent with TROUTDALE's review and permitting schedules.

## **SECTION IV. STORMWATER MANAGEMENT**

The various responsibilities of TROUTDALE and the COUNTY regarding stormwater management are described below and are summarized in Exhibit B.

## **3- INTERGOVERNMENTAL AGREEMENT**

**A. TRANSFER OF STORMWATER FACILITIES.**

1. The COUNTY will transfer to TROUTDALE the stormwater systems located within each COUNTY road that is transferred to TROUTDALE. All of the drainage facilities (including stormlines, dry wells, catch basins and ditch facilities) should be transferred along with the street right-of-way.
2. Existing TROUTDALE owned stormwater facilities located within the COUNTY rights-of-way should continue to remain under TROUTDALE ownership and responsibility.

**B. MAINTENANCE RESPONSIBILITIES.** Responsibilities for the maintenance of transferred stormwater facilities shall reside with the jurisdiction that assumes ownership of those facilities.

**C. STREET FLOODING (EMERGENCY RESPONSE).** Response to street flooding will continue to be the responsibility of the jurisdiction owning the street or road.

**D. RESOLUTION OF DRAINAGE PROBLEMS.**

1. Drainage problems occurring within the COUNTY rights-of-way will generally be resolved by the COUNTY. On COUNTY roads within TROUTDALE, the COUNTY will continue to address drainage problems, but TROUTDALE may elect to take the lead in resolving citizen complaints.
2. Within TROUTDALE, drainage problems outside the COUNTY right-of-way should be the responsibility of TROUTDALE. TROUTDALE shall assume the lead in resolving citizen drainage problems, and the COUNTY shall provide support in implementing the solution, if necessary.
3. On city streets, TROUTDALE shall resolve drainage problems both outside and within the right-of-way.

**E. MASTER PLANNING.** Stormwater master planning shall continue to be the responsibility of TROUTDALE.

**F. PROJECT-LEVEL PLANNING.** Project-level planning should be consistent with the guidelines proposed in Troutdale's master plan. Since cities should be responsible for developing stormwater master plans, they should also be influential in local project-level plans. On COUNTY streets, within TROUTDALE, the COUNTY shall implement stormwater recommendations prescribed in TROUTDALE's master plan.

**4- INTERGOVERNMENTAL AGREEMENT**

**G. DESIGN/CONSTRUCTION.**

1. On COUNTY projects, within TROUTDALE, the COUNTY should be responsible for designing and building stormwater facilities consistent with recommendations of TROUTDALE's master plan.
2. On TROUTDALE projects, within COUNTY rights-of-way, TROUTDALE stormwater projects will be the responsibility of TROUTDALE to design and construct.

**H. COMMON STANDARDS.** TROUTDALE and the COUNTY agree to begin developing common maintenance and design standards.

**SECTION V. PERSONNEL**

No COUNTY employees will be laid off or transferred as a result of this Intergovernmental Agreement. The COUNTY has three vacant positions, although it does not intend to fill these positions.

**SECTION VI. RESOURCES**

**A.** The COUNTY will transfer to TROUTDALE, beginning July 1, 1995 \$5,600 per year plus a cost of living adjustment based on the Portland State University CPI.


**B.** TROUTDALE will continue to do the following, beginning July 1, 1995:

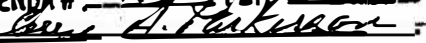
1. Purchase signs from the COUNTY.
2. Obtain other maintenance services from the COUNTY in accordance with a separate maintenance agreement.

**C.** TROUTDALE and the COUNTY will cooperate on joint purchasing items. TROUTDALE may also purchase other contractual services from the COUNTY.

DATED: March 9, 1995

COUNTY OF MULTNOMAH

By 

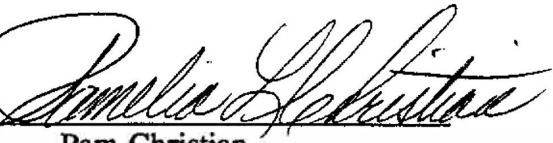
APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # 4-6 DATE 3-9-95  
  
BOARD CLERK

Approved as to form:

  
Laurence Krassel  
County Counsel

CITY OF TROUTDALE

By   
Paul Thayer  
Mayor

By   
Pam Christian  
City Administrator

Approved as to form:


  
Tim Sercombe  
City Attorney

EXHIBIT "A"

Roads to be Transferred to City of Troutdale

Sun Dial Road (N.W. Dunbar Avenue), No. 1189

(From N.E. Marine Drive to its Southerly terminus, North of I-84 Freeway)

Harlow Road, No. 1728

(From N.W. Graham Road to a point 1,792.99 feet Southeasterly of N.W. Graham Road)

N.W. Graham Road, No. 1380-A

(From North Frontage Road to a point 295.00 feet, more or less, South of N.W. Perimeter Way)

TRANSPORTATION INITIATIVE  
STORM WATER SYSTEM TEAM CONSENSUS

## RESPONSIBILITIES FOR STORM WATER MANAGEMENT FUNCTIONS

Organization Responsible for:	"PRESENT" Current Model		"FUTURE" Shared Responsibility Model	
	Multnomah County Streets in Cities	City Streets *	Multnomah County Streets in Cities	City Streets * (Including transfers)
Street Sweeping	Multnomah County	City	Multnomah County	City
Catch Basin Cleaning	Multnomah County	City	Multnomah County	City
Sumps (Dry Wells)	Multnomah County	City	Multnomah County	City
Main Line Maintenance	Multnomah County	City	In Gresham - City In Troutdale - City / County In Other Cities - County	City
Culverts	Multnomah County	City	Multnomah County	City
Bridges	Multnomah County	City	Multnomah County	City
Ditchline Maintenance	Multnomah County	City	Multnomah County	City
Street Flooding	Multnomah County	City	Multnomah County	City
Drainage Problem Solutions	Multi City in R.O.W. Others Outside R.O.W.	City	Multi City in R.O.W. (City may lead) Outside ROW - City Lead Multi City Support	City
Water Quality	Multnomah County	City	Multnomah County	City
Master Planning (System-wide)	City	City	City	City
Project-level Planning	Multnomah County	City	Multnomah County / City	City
Design/Construction	Multnomah County	City	In Gresham - Multi City / Gresham Other Cities - Multi City	City
Funding	Multnomah County	City	Multi City / City	City

\* All jurisdictions have the option of contracting any or all of these services.