

**RESOLUTION NO. 1404**

**A RESOLUTION AMENDING INTERGOVERNMENTAL AGREEMENT NO. 301755 WITH MULTNOMAH COUNTY PERTAINING TO TRANSFER OF FUNDS FOR ROAD MAINTENANCE.**

**WHEREAS**, in 1995, the City of Troutdale and Multnomah County entered into an Intergovernmental Agreement (No. 301755) for transfer of certain sections of road from the County to the City; and

**WHEREAS**, a portion of that Intergovernmental Agreement provided for annual payments by Multnomah County to the City of Troutdale to help defer the costs of maintaining the transferred roads; and

**WHEREAS**, the method identified in the Intergovernmental Agreement to annually adjust the amount of the payment was in error; and

**WHEREAS**, the County and the City desire to correct the error by identifying the Consumer Price Index for Urban Consumers (CPI-U) in the Portland Metro Area as the factor to use in making the annual payment adjustments.

**NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROUTDALE**

That the Council approves Contract Amendment No. 1 to Intergovernmental Agreement No. 301755, attached hereto and made a part hereof, revising the method for calculation of resources to be transferred annually.

YEAS: 6  
NAYS: 0  
ABSTAINED: 0

  
Paul Thalhofer, Mayor

Dated: 9-11-98

  
George Martinez, City Recorder

Adopted: 9-8-98

C:RESOL98

**CONTRACT AMENDMENT NO. 1**  
**TO INTERGOVERNMENTAL AGREEMENT WITH CITY OF TROUTDALE**  
**REGARDING ROAD TRANSFERS AND APPROPRIATE FUNDING**

This is an amendment to the Intergovernmental Agreement No. 301755, dated March 9, 1995.

The Intergovernmental Agreement (Section VI) described yearly cost of living adjustments for transfer of resources based upon the Portland State University CPI. By mutual consent, Multnomah County and the City of Troutdale agree to revise the method for calculation of resources to be transferred annually. Section VI., A., will be revised to read:

- A. The COUNTY will transfer to TROUTDALE, the following amount each fiscal year:
1. Actual payment for fiscal year 1998-99 (July 1, 1998) will be \$6,149.19. This is based on Exhibit A (attached).
  2. The calculated payment for fiscal year 1998-99 (beginning July 1, 1998) under the new procedures would have been \$6,171.66. This figure will be used as the base amount to adjust future yearly payments. Beginning in fiscal year 1999-2000 (July 1, 1999), this base amount will be increased by the change in the prior calendar year's CPI-U (Urban Consumers) Index Number for the Portland Metropolitan Area as determined by the US Department of Labor, Bureau of Labor and Statistics.
  3. All future payments will be made by the County to the City no later than September 30th each year.

All other terms and conditions of the contract, excepted as amended herein, shall remain in full force and effect.

DATED: \_\_\_\_\_, 1998.

COUNTY OF MULTNOMAH

By Larry F. Nicholas  
Larry F. Nicholas, P.E.  
Environmental Services Director

Approved as to form:

Thomas Sponsler  
Thomas Sponsler  
County Counsel for Multnomah County

CITY OF TROUTDALE

By Paul Malhofer  
Paul Malhofer  
Mayor

Attest:

\_\_\_\_\_  
George Martinez  
City Recorder

**EXHIBIT A**

**Multnomah County annual supplements to City of Troutdale  
FY1995-96 to present as per Road Transfer IGA  
and proposed method for future calculations**

**Current Method - Now used to calculate payment made by Multnomah County**

	<u>CPI % Change</u>	<u>Dollar Change</u>	<u>Troutdale Payment</u>	<u>Comments</u>
FY1995-96	NA		\$5,600	As per IGA, Paid FY95-96
FY1996-97	3.2%	\$179	\$5,779	Paid FY96-97, projected CPI based on Jan 1996 estimate
FY1997-98	3.3%	\$191	\$5,970	Paid FY97-98, projected CPI based on Jan 1997 estimate
FY1998-99	3.0%	\$179	<u>\$6,149</u>	Multnomah County Adopted Budget FY98-99, projected CPI based on Jan 1998 estimate
<b>Total current method:</b>			<b>\$23,498</b>	

**Proposed method - Using prior calendar year's CPI-U Index Number \* to affect yearly payment**

	<u>Consumer Price Index</u>			<u>Dollar Change</u>	<u>Troutdale Payment</u>	<u>Comments</u>
	<u>Beginning Index</u>	<u>Ending Index</u>	<u>% Change</u>			
FY1995-96	N/A	N/A		\$ 5,600.00	\$ 5,600.00	As per IGA, Paid
FY1996-97	148.9	153.2	2.88784%	\$ 161.72	\$ 5,761.72	Calendar Year 1995 CPI-U*
FY1997-98	153.2	158.6	3.52480%	\$ 203.09	\$ 5,964.81	Calendar Year 1996 CPI-U*
FY1998-99	158.6	164.1	3.46784%	\$ 206.85	<u>\$ 6,171.66</u>	Calendar Year 1997 CPI-U*
<b>Total proposed method :</b>					<b>\$23,498.19</b>	Using prior year's CPI-U

**Current method - Total of all prior and budgeted payments :** \$23,498.00

**Variance between two methods :** (\$0.19) Variance Overpaid (or Underpaid) to Troutdale

**Proposed correction to current method overpayment :**

Budgeted FY98-99 payment:	\$6,149.00
Underpayment from above:	<u>\$0.19</u>
Proposed FY98-99 payment:	<u>\$6,149.19</u>

**Yearly payments beginning in FY1999-2000 will be based on CPI-U index change for prior year added to FY1998-99 base of \$6,171.66.**

\* Source for Consumer Price Index Numbers (Urban Consumers Portland Metro Area) :  
US Dept of Labor, Bureau of Labor and Statistics via the Municipal Research and Services Center  
available at : <http://www.mrsc.org/finance/cpiu.htm>

**EXHIBIT 1**

**RESOLUTION NO. 1155**

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

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

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

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

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

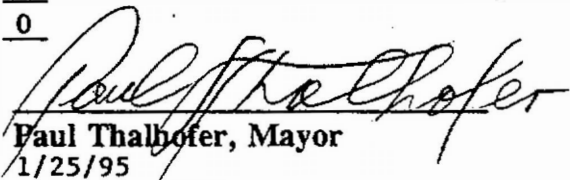
**WHEREAS**, the proposed Intergovernmental Agreement also transfers certain permitting and access control functions to the City of Troutdale for all County roads in the City, transfers stormwater management responsibility to the City for those roads being transferred, and pledges both parties to continued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

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

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

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

YEAS: 6  
NAYS: 0  
ABSTAINED: 0

  
Paul Thalhofer, Mayor

DATED: 1/25/95

ATTEST:  
  
George Martinez  
City Recorder

## **EXHIBIT 2**

### **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**