



*Home of the Tualatin River National Wildlife Refuge*

## **RESOLUTION 2015-042**

### **AUTHORIZING THE CITY MANAGER TO TAKE ACTIONS NECESSARY FOR ACCEPTING THE STATE OF OREGON DEPARTMENT OF TRANSPORTATION'S REQUEST FOR TRANSFER OF STATE ROAD RIGHT-OF-WAY (PORTIONS OF SW LANGER DRIVE) INTO CITY JURISDICTION AND MAINTENANCE CONTROL**

**WHEREAS**, an April 30, 1990, Cooperative Improvement Agreement, (MC&A #9869, Exhibit A) between the State of Oregon and Washington County, undertook the reconstruction of the "Six-Corners" intersection area; and

**WHEREAS**, in the Agreement under State Obligations, Section 4 states that at the completion of the project construction the State of Oregon would relinquish jurisdiction and maintenance responsibilities of SW Langer Drive to Washington County; and

**WHEREAS**, this relinquishment requirement of the Agreement was not officially completed and in the intervening time Washington County has relinquished jurisdiction and maintenance responsibilities of most of the County roadways to the City of Sherwood; and

**WHEREAS**, because of this oversight several portions of SW Langer Drive right-of-way (Map, Exhibit B), still officially remains within State of Oregon jurisdiction and maintenance control; and

**WHEREAS**, it is a City of Sherwood policy to have jurisdiction and maintenance control of all roadways within the City limits with street classifications of arterial, collector, neighborhood or local; and

**WHEREAS**, City staff has performed an inspection of the subject portion of SW Langer Drive right-of-way and have determined that the pavement material has sufficient design life remaining to recommend acceptance of the transfer without conditions.

### **NOW, THEREFORE, THE CITY OF SHERWOOD RESOLVES AS FOLLOWS:**

**Section 1.** That the City of Sherwood acknowledges and accepts the obligations for transfer of jurisdiction and maintenance responsibilities for that section of SW Langer Drive currently under State of Oregon control, as shown on the map in Exhibit B.

**Section 2.** That the City Manager is directed to take all necessary actions to complete the transfer of SW Langer Drive right-of-way currently under the State of Oregon jurisdiction control to the City of Sherwood.

**Section 3:** This Resolution shall become effective upon approval and adoption.

Duly passed by the City Council this 21<sup>st</sup> day of April 2015.

  
Krisanna Clark, Mayor

Attest:

  
Sylvia Murphy, MMC, City Recorder

**EXHIBIT A**

Approved: OHSD Staff  
EDM  
April 30, 1990

Misc. Contracts & Agreements  
No. 9869

COOPERATIVE IMPROVEMENT AGREEMENT  
CONSTRUCTION FINANCE AND MAINTENANCE

MISC. CONTRACTS and  
AGREEMENTS No. ....

THIS AGREEMENT is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation, Highway Division, hereinafter referred to as "State"; and WASHINGTON COUNTY, a political subdivision of the State of Oregon, acting by and through its elected officials, hereinafter referred to as "County".

W I T N E S S E T H

RECITALS

1. Pacific Highway West is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission, and Tualatin-Sherwood/Edy Rd. is a part of the County Road System, under the jurisdiction and control of County.
2. For the purpose of providing acceptable traffic patterns on public highways, State plans and proposes to reconstruct and signalize Pacific Highway West @ Edy Road, Scholls Highway (Six Corners), hereinafter referred to as "project". The County proposes improvements to Tualatin-Sherwood/Edy Rd. which intersects the project and includes two private parcels of land (Langer parcels) that are common to both roadway projects. The location of the project is approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof.
3. Full improvements in the Six Corners intersection area are estimated to cost \$5,400,000 for right-of-way and construction. The cost sharing of Six Corners as agreed on July 21, 1989 is as follows:
  - a. Washington County shall contribute a maximum of \$500,000 for "urbanization" improvements (curbs, sidewalks, drainage, and street lighting) along both North Sherwood Road and Edy Road.
  - b. State will be responsible for the estimated 4.9 million to complete funding of the Six Corners project as well as cover any additional project costs. State financing of this project is covered by Access Oregon Highways funds.

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WASHINGTON COUNTY**

4. By the authority granted in ORS 366.770, and 366.775, State may enter into cooperative agreements with the 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. Traffic signal work on the project will conform to the current State standards and specifications.

5. By the authority granted in ORS 810.210, State is authorized to determine the character or type of traffic control signals to be used, and to place or erect them upon State highways at places where State deems necessary for the safe and expeditious control of traffic. No traffic control signals shall be erected or maintained upon any State highway by any authority other than State, except with its written approval.

NOW, THEREFORE, the premises being in general as stated in the foregoing RECITALS, it is agreed by and between the parties hereto as follows:

**STATE OBLIGATIONS**

1. State shall, conduct the necessary field surveys, foundation explorations and hydraulic studies, identify and obtain all required permits, and perform all preliminary engineering and design work required to produce final plans, preliminary/final specifications and cost estimates.

2. State shall acquire in the name of State the necessary right-of-way and easements for the project within State jurisdiction including the new road connection to existing Edy Road, east of Pacific Highway West.

3. State shall acquire in the name of County the necessary right-of-way and easements for the project within County jurisdiction except the Langer Parcels.

4. State shall relinquish jurisdiction and maintenance responsibilities to County for the existing road connection between North Sherwood Road and Edy Road on the east side of Pacific Highway West.

5. State shall, upon award of a construction contract, furnish all construction engineering, field testing of materials, technical inspection and project manager services for administration of the contract.

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6. State shall, upon satisfactory signal turn-on and completion of the illumination, perform all necessary maintenance of the traffic signals and illumination and will initially pay for maintenance and power costs. State will bill County annually for its share of the maintenance and power costs. The State shall retain complete jurisdiction and control of the timing established for operation of the traffic signals.

#### COUNTY OBLIGATIONS

1. County shall prepare right-of-way descriptions and purchase the Langer parcel, and provide the required right-of-way from the Langer file for both transportation improvements.

2. County shall forward an advance deposit to State prior to State advertising for bids for the project. The actual amount deposited will equal \$500,000 minus County right-of-way description/acquisition costs of the Langer property required by the State for the project. Any portion of said advance deposit which is in excess of the total actual cost will be refunded or released to County.

3. County hereby grants State the right to enter into and occupy County road right-of-way for the performance of necessary maintenance of the traffic signal equipment, including vehicle detector loops.

4. County shall maintain the asphaltic concrete pavement surrounding the vehicle detector loops installed in County road in such a manner as to provide adequate protection for said detector loops, and shall adequately maintain the pavement markings and signing installed in accordance with the plans and specifications.

5. County shall, upon request by State, relocate or reconstruct, or cause to be relocated or reconstructed, all privately or publicly-owned utility conduits, lines, poles, mains, pipes, and all other such facilities of every kind and nature, where such utilities or facilities are located within the right-of-way of any presently existing County road where such relocation or reconstruction is necessary in order to conform the utilities or facilities to the plans for the project. County may request State to arrange for said relocation, acting on behalf of County.

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6. County shall, upon completion of project, annually reimburse State for it's share of the maintenance and power costs. Currently, County shall pay 50 percent of the maintenance and power costs attributed to the operation of the signals, and 75 percent of the maintenance and power costs attributed to the operation of the illumination, until such time as it is renegotiated.

7. County shall authorize execution of this agreement during a regularly convened session of its Board of County Commissioners.

#### GENERAL PROVISIONS

1. State and County agree and understand that a mutual review of the project plans will be conducted prior to advertisement for construction bid proposals.

2. Subject to the limitations of the Oregon Constitution and statutes; County and State each shall be solely responsible for any loss or injury caused to third parties arising from County's or State's own acts or omissions under this agreement, and County or State shall defend, hold harmless and indemnify the other party to this agreement with respect to any claim, litigation or liability arising from County's or State's own acts or omissions under this agreement.

3. 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.

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

This project was approved by the Oregon Transportation Commission on August 16, 1988, as part of the Six Year Highway Improvement Program (Page 57). The Oregon Transportation Commission by a duly adopted delegation order authorized the State Highway Engineer to sign this agreement for and on behalf of the Commission. Such authority is set forth in the Minutes of the Oregon Transportation Commission.

APPROVAL RECOMMENDED  
By [Signature]  
Region Engineer

Date 5/24/90

APPROVED AS TO  
LEGAL SUFFICIENCY  
By Dale K. Holman  
Asst. Attorney General

Date 8/9/90

APPROVED AS TO  
LEGAL SUFFICIENCY  
By [Signature]  
County Counsel

Date 6-11-90

WASHINGTON COUNTY  
Billing Address:  
  
Washington County  
150 North First Street  
Hillsboro, OR 97124

STATE OF OREGON, by and through  
its Department of Transportation,  
Highway Division

By [Signature]  
State Highway Engineer

Date 8/16/90

WASHINGTON COUNTY, by  
and through its Elected Officials

By Donnie L. Hays  
Chairman

By \_\_\_\_\_  
Commissioner

By \_\_\_\_\_  
Commissioner

Date \_\_\_\_\_

APPROVED WASHINGTON COUNTY  
BOARD OF COMMISSIONERS  
MINUTE ORDER # 90-285  
DATE 7-10-90  
BY Nancy Pink  
CLERK OF THE BOARD

B1190003



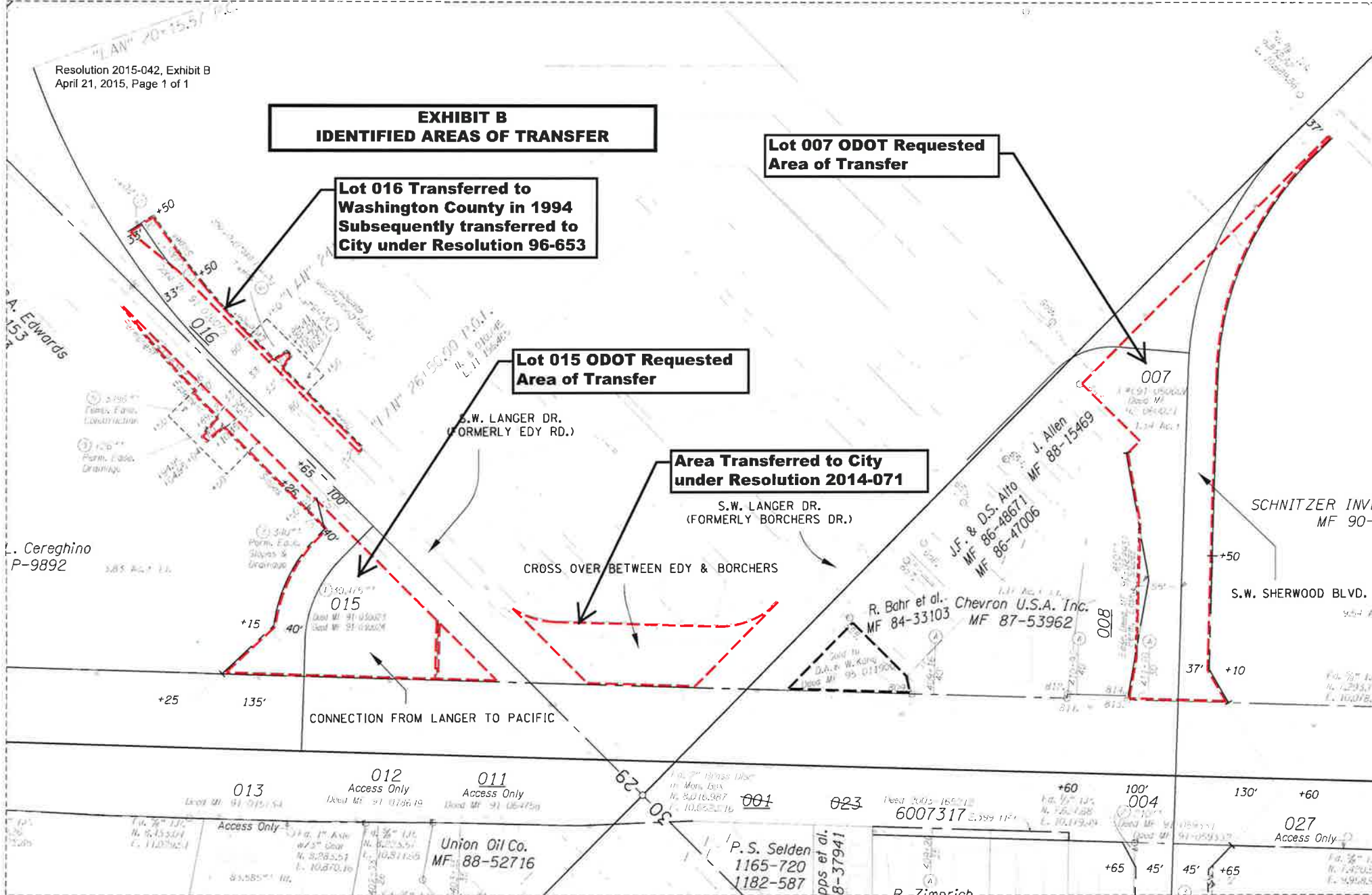
**EXHIBIT B  
IDENTIFIED AREAS OF TRANSFER**

**Lot 016 Transferred to  
Washington County in 1994  
Subsequently transferred to  
City under Resolution 96-653**

**Lot 007 ODOT Requested  
Area of Transfer**

**Lot 015 ODOT Requested  
Area of Transfer**

**Area Transferred to City  
under Resolution 2014-071**



S.W. LANGER DR.  
(FORMERLY EDY RD.)

S.W. LANGER DR.  
(FORMERLY BORCHERS DR.)

CROSS OVER BETWEEN EDY & BORCHERS

CONNECTION FROM LANGER TO PACIFIC

SCHNITZER INVE.  
MF 90-2

S.W. SHERWOOD BLVD.

J.F. & D.S. Alto  
MF 86-48671  
MF 86-47006

R. Bahr et al.  
MF 84-33103

Chevron U.S.A. Inc.  
MF 87-53962

Union Oil Co.  
MF 88-52716

P. S. Selden  
1165-720  
1182-587

6007317

027  
Access Only