

RESOLUTION NO. 12-06

A RESOLUTION APPROVING THE JURISDICTIONAL TRANSFER OF PORTIONS OF MAIN STREET AND 8TH STREET FROM THE OREGON DEPARTMENT OF TRANSPORTATION (ODOT) TO THE CITY OF OREGON CITY

WHEREAS, staff has been coordinating with ODOT over the past few years to facilitate the transfer of portions of Main Street and 8th Street due to their locations in the downtown and to allow consistent City authority over design standards, maintenance operations, and right-of-way activities throughout the downtown; and

WHEREAS, staff recommends transferring portions of Main Street and 8th Street described as Unit A from ODOT to the City, all consisting of that portion of Oswego Highway No. 3, as said highway route was extended by that Primary Highway Designation No. 10-9, approved by Highway Commission on December 5, 1940; the said highway route beginning at the connection with the Pacific Highway East at Main Street and 5th Street; thence northerly along Main Street to 8th Street; thence westerly along 8th Street to the Pacific Highway East (McLoughlin Boulevard) formerly known as Water Street and as depicted on Exhibit A Map; and

WHEREAS, Oswego Highway is under jurisdiction and control of the Oregon Transportation Commission (OTC); and

WHEREAS, State may relinquish title to any of its property not needed for highway purposes to any other governmental body or political subdivision within the State of Oregon, subject to such restrictions, if any, imposed by deed or other legal instrument or otherwise imposed by State; and

WHEREAS, subject to the provisions of the Jurisdictional Transfer Agreement No. 800, State and City agree conditioned upon approval by the OTC, or designee, that this section of roadway be eliminated as a portion of the Oswego Highway and the state highway system; that the portion of Unit A (with the exception of the traffic signal equipment at and interconnect system for the intersections of SE Main and 5th, 6th, and 7th Streets) as a part of its city street system as long as needed for the service of persons living thereon or a community served thereby; and

WHEREAS, State relinquishes all maintenance and repair responsibilities and liability over this portion of Unit A upon execution of the Jurisdictional Agreement No. 800 (Attachment 1); upon execution of the Jurisdictional Agreement No. 800 with the exception of maintenance and timing responsibilities for the traffic signal equipment and interconnect system for the intersections of SE Main and 5th, 6th, and 7th Streets. State will retain ownership, maintenance, and timing responsibilities for said signals, the actual loops, radar detection equipment, and the interconnect system with the exception of the decorative pole maintenance which is the City's responsibility under Agreement No. 27436, dated May 10, 2011, and power cost for said signals shall remain City's responsibility as addressed under Agreement No. 8255, dated October 29, 1984 and Agreement No. 8895, dated June 5, 1987, and

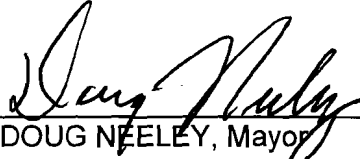
WHEREAS, it is in the public interest for this transfer to take place.

NOW, THEREFORE, THE CITY COMMISSION OF OREGON CITY RESOLVES AS FOLLOWS:

Section 1. To accept jurisdiction of portions of Main Street and 8th Street as indentified in Jurisdictional Transfer Agreement No. 800 and depicted in Exhibit A, and

Section 2. To request the State pursue approval of Jurisdictional Transfer Agreement No. 800 by the OTC or designee with the actual transfer of property be accomplished by acceptance and recording of the Jurisdictional Transfer Document.

Approved and adopted at a regular meeting of the City Commission held on the 7th day of March 2012.



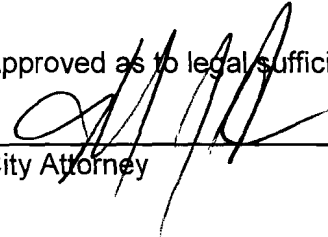
DOUG NEELEY, Mayor

Attested to this 7th day of March 2012:



Nancy Ide, City Recorder

Approved as to legal sufficiency:



City Attorney

JURISDICTIONAL TRANSFER AGREEMENT

Oswego Highway, State Highway No. 3
Main Street and 8th Street
County of Clackamas
City of Oregon City

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State"; and the CITY OF OREGON CITY, acting by and through its elected officials, hereinafter referred to as "City," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. Oswego Highway is under the jurisdiction and control of the Oregon Transportation Commission (OTC). Oswego Highway, State Highway No. 3 is also designated State Route OR 43. Portions of Main Street, 5th, 6th, 7th and 8th Streets are a part of the city street system under the jurisdiction and control of City.
2. By the authority granted in Oregon Revised Statutes (ORS) 190.110, 366.572 and 366.576, State may enter into cooperative agreements with counties, cities, and units of local government for the performance of work on certain types of improvement projects with the allocation of cost on terms and conditions mutually agreeable to the contracting Parties.
3. By the authority granted in ORS 366.395, State may relinquish title to any of its property not needed by it for highway purposes to any other governmental body or political subdivision within the State of Oregon, subject to such restrictions, if any, imposed by deed or other legal instrument or otherwise imposed by State.
4. Pursuant to ORS 373.010 whenever the routing of any state highway passes through the corporate limits of any city, State may locate, relocate, reroute, alter or change any routing when in its opinion the interests of the traveling public will be better served.
5. Pursuant to ORS 373.015 (b), The Agreement between State and the city accepting jurisdiction shall contain provisions to ensure that the movement of freight on the highway will not be restricted beyond the limits set by the department prior to the jurisdictional transfer, unless the Oregon Transportation Commission, in consultation with the freight industry, concludes that the highway is not critical to the movement of freight.

6. State maintains a state route system and a U.S. Route System to assist the traveling public in their travels. Designated routes may be composed of both state highways and local roads. Designation and elimination of state routes is under authority of the OTC. US Route designations are administered by the Special Committee on US Route Numbering of the American Association of State Highway and Transportation Officials (AASHTO).
7. State and City entered into Agreement No. 27436 and Agreement No. 27196 for various circulation improvements to Main Street between 5th and 10th Street.
8. For the purpose of furthering the development of a state highway system adopted in all particulars to the needs of the people of the State of Oregon, State and City agree to eliminate from the state highway system a portion of the Oswego Highway, described below and hereinafter referred to as Unit A.

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

TERMS OF AGREEMENT

1. Subject to the provisions of this Agreement, State and City agree, conditioned upon approval by the OTC, or designee, that Unit A be eliminated as a portion of the Oswego Highway and the state highway system; that the Unit pass to and vest in City; and that City maintain the Unit (with the exception of the traffic signal equipment at and interconnect system for the intersections of SE Main and 5th, 6th, and 7th Streets) as a part of its city street system as long as needed for the service of persons living thereon or a community served thereby. If said right of way is no longer used for public street purposes, it shall automatically revert to State. The location of the Unit is approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof. This section of roadway will retain the State Route OR 43 designation.
2. This Agreement becomes effective on the date all required signatures are obtained. The Agreement terminates upon acceptance and recording of a Jurisdictional Transfer Document or two (2) calendar years after the effective date of the Agreement, whichever is earlier, unless otherwise extended or renewed by formal agreement of the Parties. The maintenance responsibilities addressed in this Agreement shall survive termination of this Agreement. The State shall pursue approval by the OTC or designee, and the actual transfer of property shall be accomplished by acceptance and recording of the Jurisdictional Transfer Document.

STATE OBLIGATIONS

1. Upon adoption of a Resolution by the OTC or designee providing for elimination of Unit A, as hereafter defined, as a portion of the state highway system, State shall

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formally eliminate Unit A as a portion of the Oswego Highway (State Highway No. 3) and the state highway system. Upon acceptance and recording of a Jurisdictional Transfer Document, all right, title, and interest of State, including all jurisdiction, maintenance, and control shall pass to and vest in City. If said right of way is no longer used for public street purposes, it shall automatically revert to State. Unit A is described as follows:

Unit A

All that portion of the Oswego Highway No. 3, as said highway route was extended by that Primary Highway Designation No. 10-9, approved by the Highway Commission on December 5, 1940; the said highway route beginning at the connection with the Pacific Highway East at Main Street and 5th Street; thence Northerly along Main Street to 8th Street; thence Westerly along 8th Street to the Pacific Highway East (McLoughlin Boulevard) formerly known as Water Street.

EXCEPT therefrom any portion of said highway route lying within the jurisdiction boundaries of the Pacific Highway East.

Said highway route lying in Section 10, Township 2 South, Range 2 East, Willamette Meridian, Oregon City, Clackamas County, Oregon.

2. State shall retain any property identified as excess acquired by State for highway right of way and other public purposes. State shall convey the "operating" right of way, including traffic signals (with the exception of the traffic signal equipment at and interconnect system for the intersections of SE Main and 5th, 6th, and 7th Streets) and illumination, all slope, utility, wetland, water quality and similar easements to the City upon execution of this Agreement and acceptance and recording of the subsequent Jurisdictional Transfer Document.
3. State shall request that the OTC or designee, within 180 days of execution of this Agreement, adopt the resolution eliminating Unit A from the state highway system and approve the Jurisdictional Transfer of Unit A to City.
4. State hereby relinquishes all maintenance and repair responsibilities and liability over Unit A and City hereby accepts all maintenance and repair responsibilities and liability for Unit A, upon execution of this Agreement, with the exception of maintenance and timing responsibilities for the traffic signal equipment and interconnect system for the intersections of SE Main and 5th, 6th and 7th Streets. State will retain ownership, maintenance, and timing responsibility for said signals, the actual loops, radar detection equipment, and the interconnect system with the exception of the decorative pole maintenance which is a City responsibility under Agreement No. 27436, dated May 10, 2011, and power cost for said signals shall remain City's responsibility as addressed under Agreement No. 8255, dated October 29, 1984 and Agreement No. 8895, dated June 5, 1987.

5. If detector loops are present on the west leg of the 7th and Main Street intersection, State agrees to maintain the pavement surrounding the vehicle detector loops and interconnect system installed at the west leg of 7th and Main Street in such a manner as to provide adequate protection for said detector loops and interconnect system.
6. State agrees to furnish City copies of any maps, records, permits, and any other related data available that may be required to administer the Oswego Highway, upon City's written request.
7. State agrees that it will notify the Travel Information Council (TIC) of the transfer of jurisdiction when there are any TIC signs on such facility, in accordance with ORS 377.708.

CITY OBLIGATIONS

1. City agrees to accept all of State's right, title and interest in Unit A (described in State Obligations); to accept jurisdiction and control over the unit, and to maintain the unit as a portion of its city street system as long as needed for the service of persons living thereon or a community served thereby (not including the traffic signal equipment at and interconnect system for the intersections of SE Main and 5th, 6th and 7th Streets but including all other signals, signs and illumination, easements, and all things and appurtenances within the transferred right-of-way.) Any right-of-way being transferred in which State has any title shall be vested in City so long as used for public street purposes. If said right of way is no longer used for public street purposes, it shall automatically revert to State.
2. City is aware that title of Unit A will not be vested in City until the subsequent Jurisdictional Transfer Document is executed by State, accepted by City, and recorded with the county in which the City is located. However, City agrees to accept all liability and maintenance responsibilities, as described in Paragraph 1 and 4 of State Obligations, immediately upon execution of this Agreement.
3. City shall return permit files, utility permit files, right of way maps and as-built files to State if any or a portion of Unit A reverts to the State, or in the event that the OTC or designee does not approve the transfer.
4. City shall pass an ordinance or resolution authorizing (Mayor or Manager or City Administrator) to enter into the Agreement on behalf of City.
5. City grants State the right to enter onto City right of way to maintain the traffic signal equipment and the interconnect system for the signals at the intersections of SE Main and 5th, 6th, and 7th Streets.
6. City agrees to protect any TIC signs that may exist on the highway being transferred from destruction or removal by any intentional act, including construction activity,

performed by City in accordance with ORS 377.708. After the transfer of jurisdiction, the TIC will retain authority over TIC signs on the streets as though they were still a state highway, including the responsibility to contract with State to repair and maintain the signs.

7. City agrees to ensure that the movement of freight on Unit A will not be restricted beyond the limits set by the State prior to the jurisdictional transfer, unless the Oregon Transportation Commission, in consultation with the freight industry, concludes that the highway is not critical to the movement of freight.
8. City agrees to maintain the pavement surrounding the vehicle detector loops and interconnect system installed along Main Street and at the intersections of 5th, 6th, and 7th Street in such a manner as to provide adequate protection for said detector loops and interconnect system. Failure to do so may result in State requiring City to repair or replace the damaged loops or interconnect system at City expense. Future City roadwork activities involving such interconnect system and detector loops may also result in the same State requirements. ODOT shall retain the responsibility to maintain the actual loops and interconnect system.

GENERAL PROVISIONS

1. The properties above described are relinquished and transferred subject, however, to the rights of any utilities located within said properties and further subject to the rights of the owners of said existing facilities, if any there be, to operate, reconstruct, and maintain their utility facilities presently located within said properties.
2. This Agreement may be terminated by mutual written consent of both Parties. State may terminate this Agreement effective upon delivery of written notice to City, or at such later date as may be established by State, under any of the following conditions:
 - a. If OTC or designee fails to adopt a resolution eliminating Unit A from the state highway system and approve the Jurisdictional Transfer of Unit A to City.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
4. If City fails to maintain facilities in accordance with the terms of this Agreement up to the point of Jurisdictional Transfer, State, at its option, may maintain the facility and bill City, seek an injunction to enforce the duties and obligations of this Agreement or take any other action allowed by law.
5. Each Party hereby grants the other Party authority to enter onto each other's right of way for the purpose of performing any required work or maintenance services.

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6. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

SIGNATURE PAGE TO FOLLOW

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THE PARTIES, by execution of this Agreement, hereby acknowledge their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

CITY OF OREGON CITY, by and through its elected officials

By _____

Title _____

Date _____

By _____

Title _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____

City Counsel

Date _____

City Contact:

Name/Title: Erik Wahrgren
City of Oregon City
625 Center Street
Oregon City, OR 97045
Phone: 503-496-1510
Email: ewahrgren@orc.org

STATE OF OREGON, by and through its Department of Transportation

By _____

State Right of Way Manager

Date _____

APPROVAL RECOMMENDED

By _____

Region 1 Manager

Date _____

By _____

Region 1 Right of Way Manager

Date _____

By _____

District 2B Manager

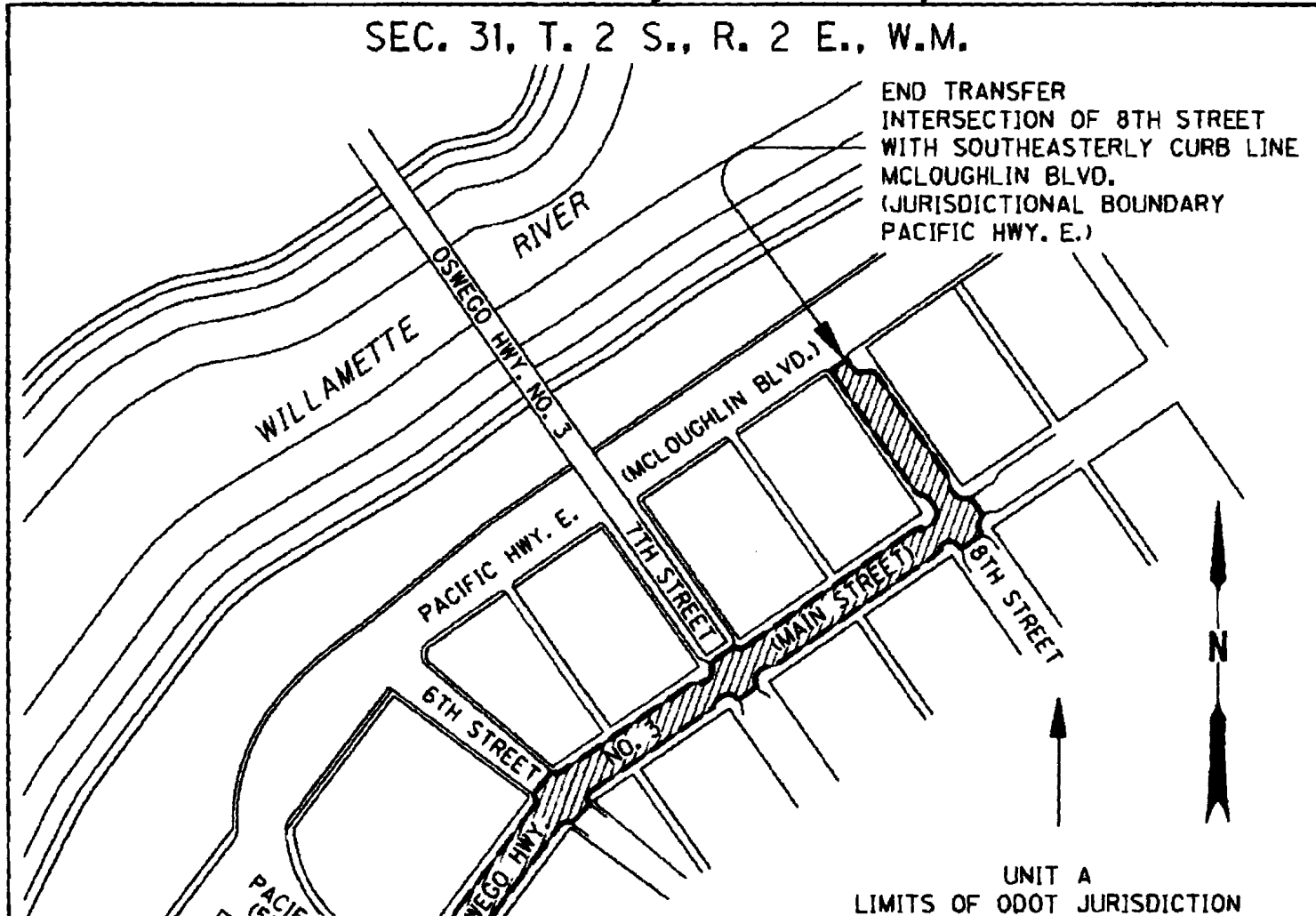
Date _____

State Contact

Tom Weatherford,
Local Agency Liaison
123 NW Flanders Street
Portland, OR 97209
(503) 731-8238
thomas.l.weatherford@odot.state.or.us

EXHIBIT A – Project Location Map

SEC. 31, T. 2 S., R. 2 E., W.M.



END TRANSFER
INTERSECTION OF 8TH STREET
WITH SOUTHEASTERLY CURB LINE
MCCLOUGHLIN BLVD.
(JURISDICTIONAL BOUNDARY
PACIFIC HWY. E.)

UNIT A
LIMITS OF ODOT JURISDICTION