

RESOLUTION NO. 21-49

A RESOLUTION TO ACCEPT THE RIGHT-OF-WAY OF A PORTION OF MAPLELANE COURT AND MAPLELANE ROAD

WHEREAS, ORS 373.270 provides a mechanism to surrender jurisdiction of a county road within a city to a city; and

WHEREAS, the Board of County Commissioners of Clackamas County (County) passed Board Order No. 2021-76, attached hereto, on October 7, 2021, which offers to surrender jurisdiction of Maplelane Court and a portion of Maplelane Road to the City of Oregon City (City); and

WHEREAS, this segment of Maplelane Court and Maplelane Road has been within the City's jurisdictional boundary since at least 1989; and

WHEREAS, the City desires to consolidate its authority over roadways within its jurisdictional boundary; and

WHEREAS, surrender of jurisdiction on adjacent portions of Maplelane Court and Maplelane Road within Clackamas County was requested by Intergovernmental Agreement from the County Board on May 20, 2021; and

WHEREAS, The Intergovernmental Agreement was approved by the County Board and signed by the chair on May 20, 2021; and

WHEREAS, On June 16, 2021, the City Commission authorized the City Manager to sign an Intergovernmental Agreement between the City of Oregon City and Clackamas County related to the transfer of a portion of Maplelane Court and Maplelane Road; and

WHEREAS, On October 7, 2021, the Board of County Commissioners of Clackamas County approved Board Order No. 2021-76, transferring to the City of Oregon City, jurisdiction over Maplelane Court and a portion of Maplelane Road.

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

Section 1. The surrender of jurisdictional authority by the Board of County Commissioners of Clackamas County over the portion of public right-of-way described in Exhibit A-1 and depicted in Exhibit B-1, attached hereto and incorporated herein, is accepted by the City of Oregon City pursuant to ORS 373.270.

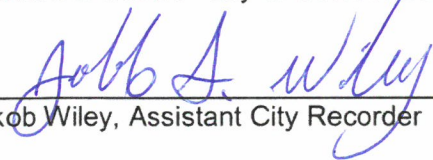
Section 2. This resolution becomes effective upon adoption.

Approved and adopted at a regular meeting of the City Commission held on the 20th day of October 2021.



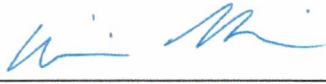
Rachel Lyles Smith, Mayor

Attested to this 20th day of October 2021:



Jakob Wiley, Assistant City Recorder

Approved as to legal sufficiency:



City Attorney

Attachments: Exhibit A-1 and Exhibit B-1 – Transfer Limits
Vicinity Map
County IGA

Exhibit "A-1"

S. Maplelane Ct. and Maplelane Road Transfer of Jurisdiction

Clackamas County to City of Oregon City

Description

All that portion of S. Maplelane Court and Maplelane Road , both being County Road No. 398, Department of Transportation and Development maintenance No. 32104; Situated in the SW 1/4 of Section 04, T. 3 S., R. 2 E., W.M. as shown in Exhibit "B", attached hereto, lying West of the Westerly boundary line of Tax Lot 32E04C 01900, as described in Document No. 2012-076496, Clackamas County deed records, and lying East of the Easterly Right-of-Way Line of Highway 213 Trails End Highway, being approximately 1,606 feet long.

Contain 96,367 square feet, more or less.



1"=200'

EXHIBIT "B-1"

CITY LIMITS

START MILE POINT 0.35

32E04C 01900
DOC. NO. 2012-076496

CLACKAMAS COUNTY

CITY OF OREGON CITY

HWY 213
(TRAILS END HWY)

S MAPLELANE CT.
OR NO. 398

CITY OF OREGON CITY

EASTERLY RIGHT-OF-WAY OF HIGHWAY 213

S MAPLELANE RD.

BEAVERCREEK RD.



TRANSFERED ROAD

LOCATED IN THE SW 1/4 OF SECTION 04, T. 3 S., R. 2 E., W.M. CLACKAMAS COUNTY, OREGON

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045



04/19/2021

A. REITER

JURISDICTIONAL TRANSFER
S. MAPLELANE CT.
COUNTY ROAD NO. 398

SHEET

1 OF 1

T. 3 S., R. 2 E., W.M.

CASCADE HIGHWAY SOUTH

DEED
R 81-14474

DEED
R 81-19692

DEED
R 82-10183

DEED
R 81-44150
PARCEL 1



PARCEL 1
(MAPLELANE ROAD
RELINQUISHMENT)

DEED
R 82-3617
PARCEL 1

ROAD

MAPLELANE

DEED
R 82-10053
PORTION OF
PARCEL 1

DEED
R 82-10054
PORTION OF
PARCEL 2

SEE SHEET 2 OF 2
FOR PARCEL 2
(STORMWATER
FACILITY
RELINQUISHMENT) AND
THAYER ROAD R/W

REGISTERED
PROFESSIONAL
LAND SURVEYOR

DEED
R 82-10052

DIGITAL SIGNATURE

OREGON
JULY 19, 1994
SCOTT RICHARD MORRISON
2674

RENEWS: 12/31/2014

DEED
R 82-34364
PARCEL 1

DEED
R 82-10053
PORTION OF
PARCEL 2

DEED
R 82-10054
PORTION OF
PARCEL 1

THAYER

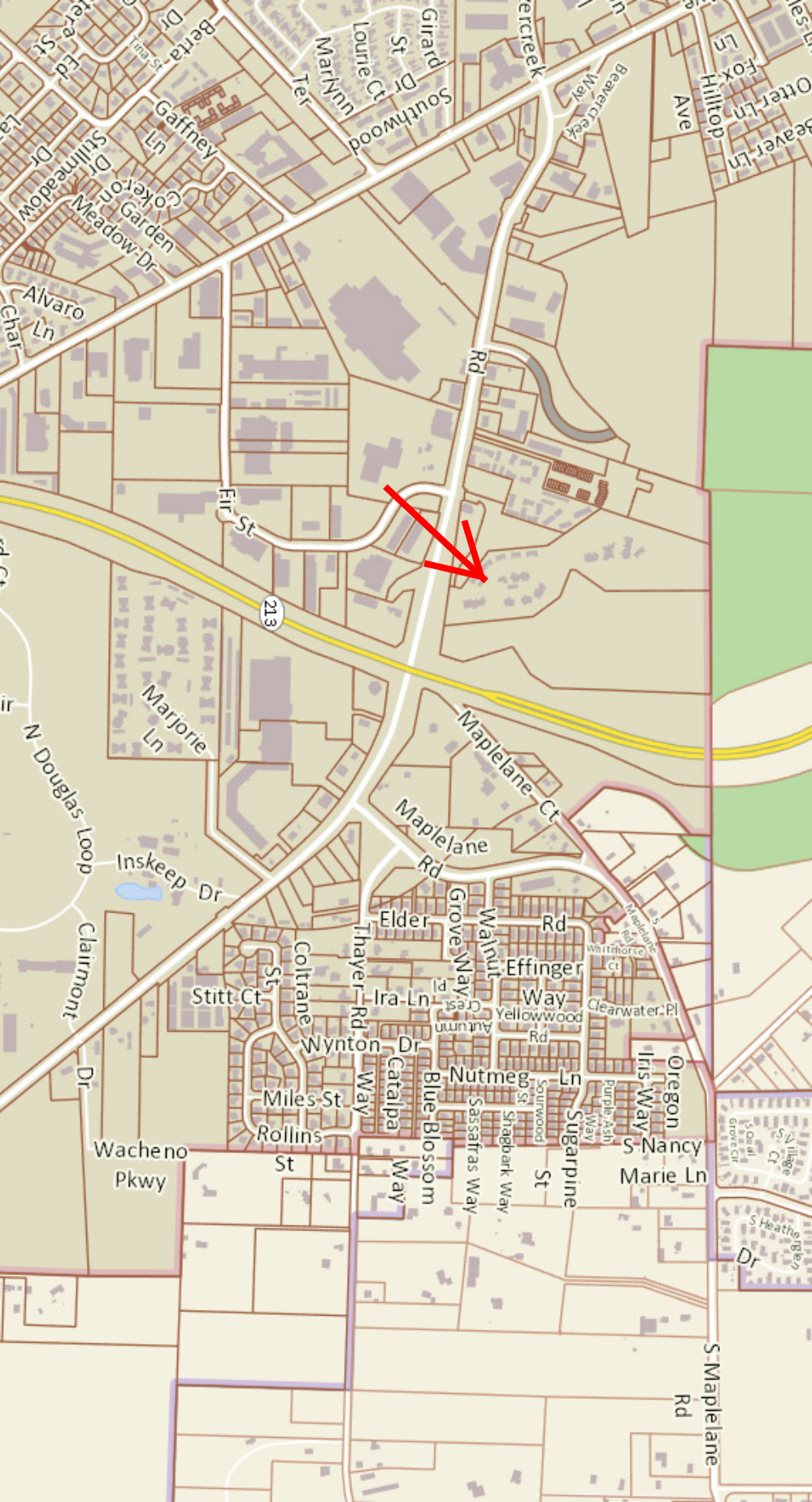
ROAD

OREGON DEPARTMENT OF TRANSPORTATION



RIGHT OF WAY
RELINQUISHMENT
EXHIBIT B SHEET 1 OF 2

| | | | |
|---------|--|----------------------|-----------|
| Section | Park Place - Clackamas Community College | | |
| Highway | Cascade Highway South | Scale | 1" = 200' |
| County | Clackamas County | Date | May, 2014 |
| File | 51469A | See Drawing 9B-17-19 | |



213

S-Maplelane Rd

S Nancy Marie Ln

Sugarpine St

Nutmeg Rd

Blue Blossom Way

Catalpa Way

Wynton Dr

Miles St

Rollins St

Wacheno Pkwy

Clairmont Dr

Inskeep Dr

N Douglas Loop

Clearwater Pl

Yellowwood Rd

Effinger Way

Walnut Rd

Grove N Way

Elder Rd

Ira Ln

Thayer Rd

Stitt Ct

Coltrane St

Maplelane Rd

Maplelane Ct

Marjorie Ln

Worthhorse Ct

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DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

June 3, 2021

Board of Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement between Clackamas County and the City of Oregon City to Transfer Permitting Authority and Maintenance Responsibility for a portion of Mapelane Court and Mapelane Road (County Road #0398, DTD #32104 and DTD #32001, to the City

| | |
|--|--|
| Purpose/Outcomes | Transfers permitting authority and maintenance responsibility for construction on portions of Mapelane Court to the City of Oregon City and establishing a process and timelines related to a jurisdictional transfer. |
| Dollar Amount and Fiscal Impact | Cost savings in the form of staff time and materials related to the permitting, maintenance and oversight of this roadway and a onetime payment of \$29,384 which represents the cost of a 2" asphalt overlay over that portion being transferred. |
| Funding Source | Community Road Fund |
| Duration | Upon execution; permanent |
| Previous Board Action | May 18, 2021: Discussion item at issues |
| Strategic Plan Alignment | <ol style="list-style-type: none"> 1. This transfer will directly align with our departments Business Plan goal of completing jurisdictional transfer of roads to cities. 2. Build public trust through good government |
| Counsel Review | Reviewed and approved: 5/11/21 NB |
| Procurement Review | Was this item processed through Procurement? No This item is an IGA related to a transfer of Jurisdiction |
| Contact Person | Michael Bays, Survey Cadd Supervisor; 503-742-46667 |

Clackamas County currently has jurisdiction, including permitting authority, enforcement of road standards and maintenance responsibility of Mapelane Court and Mapelane Road. This intergovernmental agreement addresses transferring rights and duties as "road authority," including permitting authority, development of road standards, and maintenance responsibility to the City for portions of Mapelane Court and Mapelane Road.

Transferring the rights and duties as road authority for these portions of Mapelane Court and Mapelane Road to the City of Oregon City will eliminate confusion and improve efficiencies of

maintenance and public service. The City will perform all construction and reconstruction; improvement or repair and maintenance; review and issuance of access permits; establishment of roadway standards; acquisition of right of way; storm water and drainage facility repair and maintenance; and review and issuance of street opening permits. The County will retain official jurisdiction of these portions of the roadways until such time as a jurisdictional transfer as outlined in this agreement with the County has been completed.

RECOMMENDATION:

Staff respectfully recommends that the Board approve this Intergovernmental Agreement with the City of Oregon City to transfer rights and duties as road authority for portions of Maplelane Court and Maplelane Road to the City and to establish a process and timelines related to a jurisdictional transfer.

Respectfully submitted,

Michael Bays

Michael Bays, Survey Cadd Supervisor
Attachments: IGA, Exhibits

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF OREGON CITY
AND CLACKAMAS COUNTY RELATED TO THE TRANSFER OF A PORTION OF
MAPLELANE COURT AND MAPLELANE ROAD**

This agreement (the “Agreement”) is made on the date all required signatures have been obtained, between the City of Oregon City (“CITY”), a municipal corporation of the State of Oregon, and Clackamas County (“COUNTY”), a political subdivision of the State of Oregon, pursuant to ORS Chapter 190 (Intergovernmental Cooperation), collectively referred to as the “PARTIES” and each a “PARTY.”

RECITALS

WHEREAS, ORS Chapter 190 authorizes local governments to enter into intergovernmental agreements for the performance of any or all functions and activities that a local government, its officers or agencies, have the authority to perform;

WHEREAS, the portions of Maplelane Court and Maplelane Road subject to this Agreement are located entirely within the boundaries of the City and are County Roads, as defined in ORS 368.001;

WHEREAS, Maplelane Court and Maplelane Road are depicted in Exhibit “B”, and more particularly described in Exhibit “A”, all of which are attached hereto and incorporated herein (collectively “Maplelane Court”);

WHEREAS, the Parties agree that the City is best suited to assume primary responsibility for maintenance and permitting of Maplelane Court;

WHEREAS, ORS 373.270 provides a procedure whereby a county may transfer jurisdiction over any county roads within a city to that city, and the Parties desire to pursue a transfer of jurisdiction of Maplelane Court and a portion of Maplelane Road pursuant to the terms of this Agreement; and

WHEREAS, the Parties agree that Maplelane Court should be improved, or the City should be compensated, consistent with the terms of this Agreement at, or prior to, the completion of the full transfer pursuant to ORS 373.270.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Term.** This Agreement shall be effective upon execution, and shall expire automatically at the time the City assumes jurisdiction of Maplelane Court and a portion of Maplelane Road pursuant to ORS 373.270, and the County has paid the amount of money set forth herein.
2. **Transfer of Authority.**

- A. Responsibility for Road Authority activities (as outlined in Section 3) for Maplelane Court and a portion of Maplelane Road shall be surrendered to the City pursuant to the terms and conditions of this Agreement. The only portion of Maplelane Court subject to this Agreement measures approximately 1,606 feet and 96,367 square feet in area, as more particularly depicted on Exhibit “B”, and more specifically described on Exhibit “A”.
 - B. To facilitate the performance of responsibilities under this Agreement, the City hereby accepts responsibility for Road Authority activities (as outlined in Section 3) for Maplelane Court and a portion of Maplelane Road, as described herein.
 - C. The City shall be solely responsible for all costs associated with the Road Authority activities assumed by the City as set forth in this Agreement.
3. **Road Authority Obligations.** For purposes of this Agreement, the Road Authority activities include those activities the City deems necessary in accordance with City standards, including but not necessarily limited to, the following:
- A. Construction and reconstruction (including capital improvements);
 - B. Improvement or repair, and maintenance;
 - C. Maintenance and repair of related facilities within the roadway, including but not limited to storm water drainage facilities, traffic control devices, street lights and roadside barriers;
 - D. Timely repair or mitigation of known hazards to the road users;
 - E. Issuance of permits for work or the establishment of roadway standards on Maplelane Court; and
 - F. All other responsibilities the County may have under ORS 368 with regards to Maplelane Court and Maplelane Road which may be assumed by the City under state law.
4. **Maintenance Standard.** Any maintenance on Maplelane Court and Maplelane Road required by this Agreement shall be carried out in a manner that is similar to other roads with similar features, function, and characteristics under the City’s jurisdiction.
5. **County Responsibilities.**
- A. The County shall give notice and shall carry out those procedures set forth in ORS 373.270 to determine whether it is necessary, expedient or for the best interests of the County to surrender jurisdiction over Maplelane Court and Maplelane Road.
 - B. The County shall provide to the City the sum of \$29,384 which is equivalent to the cost of the following improvement: a 2-inch asphalt overlay on the portion of Maplelane Court identified in the exhibits attached to this Agreement. The sum of \$29,384 identified in this paragraph shall be payable to the City within 30 days of the date that full and absolute jurisdiction over Maplelane Court and Maplelane Road are surrendered by the County and accepted by the City as described below.

6. City Responsibilities.

- A. After the County has initiated the process to transfer jurisdiction of Maplelane Court and Maplelane Road, the City shall carry out any additional procedures necessary, as set forth in ORS 373.270, for purposes of finalizing the transfer. The City shall not unreasonably delay or withhold its consent to the transfer of Maplelane Court and Maplelane Road, and shall complete the process to finalize the transfer within 90 days from the date that the County concludes its hearing and decision on the matter. This obligation shall terminate in the event the governing body of the County fails to find that it is necessary, expedient or for the best interests of the County to surrender jurisdiction over Maplelane Court
- B. The City agrees to assume full and absolute jurisdiction over the portion of Maplelane Court and Maplelane Road identified in the exhibits attached to this Agreement, if the governing body of the City and the governing body of the County both determine that it is necessary, expedient or for the best interests of their respective jurisdictions to complete the transfer described herein.

7. Termination.

- A. The County and the City, by mutual written agreement, may terminate this Agreement at any time.
- B. Either the County or the City may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- C. The County or the City shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- D. Nothing herein shall prevent the Parties from meeting to mutually discuss the Project. Each Party shall use best efforts to coordinate with the other to minimize conflicts.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

8. Indemnification.

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the City, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense

thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.

- B. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the City agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the City or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the City has a right to control.

9. General Provisions

- A. **Oregon Law and Forum.** This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
- B. **Applicable Law.** The Parties hereto agree to comply in all ways with applicable local, state and federal ordinances, statutes, laws and regulations.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. **Access to Records.** The Parties acknowledge and agree that each Party, the federal government, and their duly authorized representatives shall have access to each Party's books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. The cost of such inspection shall be borne by the inspecting Party.
- E. **Debt Limitation.** This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- F. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding

such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.

- G. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. 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 either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.

- H. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

- I. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.

- J. **No Third-Party Beneficiary.** Neither Party intends that this Agreement benefit, or create any right or cause of action in, or on behalf of, any person or entity other than the County or the City.

- K. **No Assignment.** No Party shall have the right to assign its interest in this Agreement (or any portion thereof) without the prior written consent of the other Party, which consent may be withheld for any reason. The benefits conferred by this Agreement, and the obligations assumed hereunder, shall inure to the benefit of and bind the successors of the Parties.

- L. **Counterparts.** This Agreement may be executed in any number of counterparts (electronic, facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

- M. **Authority.** Each Party represents that it has the authority to enter into this Agreement on its behalf and the individual signatory for a Party represents that it has been authorized by that Party to execute and deliver this Agreement.

N. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.

CLACKAMAS COUNTY



Chair

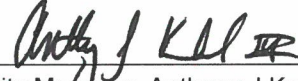
5/20/2021

Date



Recording Secretary

CITY OF OREGON CITY



City Manager, Anthony J Konkol, III

6-17-21

Date

Approved as to form:



City Attorney

Exhibit "A"

S. Maplelane Ct. and Maplelane Road Transfer of Jurisdiction
Clackamas County to City of Oregon City

Description

All that portion of S. Maplelane Court and Maplelane Road , both being County Road No. 398, Department of Transportation and Development maintenance No. 32104; Situated in the SW 1/4 of Section 04, T. 3 S., R. 2 E., W.M. as shown in Exhibit "B", attached hereto, lying West of the Westerly boundary line of Tax Lot 32E04C 01900, as described in Document No. 2012-076496, Clackamas County deed records, and lying East of the Easterly Right-of-Way Line of Highway 213 Trails End Highway, being approximately 1,606 feet long.

Contain 96,367 square feet, more or less.



1' = 200'

EXHIBIT "B"

CITY LIMITS

START MILE POINT 0.35

32E04C 01900
DOC. NO. 2012-076496

CLACKAMAS COUNTY

CITY OF OREGON CITY

HWY 213
(TRAILS END HWY)

S MAPLELANE CT.
CR No. 398

CITY OF OREGON CITY

EASTERLY RIGHT-OF-WAY OF HIGHWAY 213

S MAPLELANE RD.

BEAVERCREEK RD.



TRANSFERED ROAD

LOCATED IN THE SW 1/4 OF SECTION 04, T. 3 S., R. 2 E., W.M. CLACKAMAS COUNTY, OREGON

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045



05/03/2021

A. REITER

JURISDICTIONAL TRANSFER
S. MAPLELANE CT.
COUNTY ROAD NO. 398

SHEET
1 OF 1