RESOLUTION

WHEREAS, The Oregon State Highway Commission presented to the City Council of the City of West Linn, a corrider plan for a proposed highway designated as I-205 through the corporate limits of the City of West Linn, and

WHEREAS, The State Highway Commission held informal and formal hearings on the proposed route of said I-205 within the corporate limits of the City of West Linn, and

WHEREAS, The City Council of the City of West Linn has reviewed said "Corrider Plan" for Highway I-205 within the corporate limits of the City of West Linn,

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST LINN, That the proposed Highway of I=205 as set forth by the "Corrider Route" proposed by the State Highway Commission of the State of Oregon through the corporate limits of the City of West Linn, Oregon be and the same is hereby accepted.

Dated this 11th day of November, 1965.

Erwin F. Lange

ATTEST:

andy Harila
Recorder

AGREEMENT

MISC CONTRACTS and

THIS AGREEMENT, made and entered into this day of the state of OREGON, by and through its State Highway Commission, hereinafter called "State," and the CITY OF WEST LINN, a municipal corporation of the State of Oregon, by and through its City Officials, hereinafter called "City";

WITNESSETH:

RECITALS:

- l. For the purpose of furthering the development of a highway system adapted in all particulars to the needs of the people of the State of Oregon and for the safe and expeditious flow of traffic, State and City in cooperation with the Bureau of Public Roads, propose to construct the West Linn Unit of the Pacific Highway (I-5)-Washington State Line Section of the I-205 Route in Clackamas County, Oregon, as a "throughway," as that term is defined in ORS 374.010. Hereinafter all acts necessary to accomplish this end shall be referred to as the "project." Attached hereto, marked "Exhibit A" and by this reference made a part hereof, is a map setting forth the general location and plans of the project. Exhibit A is not to be considered as the final plan for the project, but is intended to show the general route of the West Linn Unit and its connections, the location of interchanges, and other features of a general nature.
- 2. Under ORS 374.015, State may lay out, locate, relocate, adopt, establish, construct, designate, maintain, and supervise the use and operation of new highways known as throughways, including state highways within the corporate limits of cities.
- 3. Under URS 366.775, 37h.675, and 37h.080, State and City may enter into agreements and do all things necessary for the laying out, acquisition, construction, reconstruction, improvement, repair, and maintenance of throughways within the limits of the city.
- h. Under ORS 374.060, State may, with the official approval of city, close any street, highway, or road of city at or near the point of its intersection with a throughway, or make provision for carrying the street or road over or under the throughway, or provide a connection with a throughway by means of a utility or service road to a suitable point of connection, and do any and all work on the street, highway, or road as is necessary therefore.
- 5. Under ORS 374.070, no street shall, after establishment of any throughway in or through a municipality, be constructed turning into or intersecting the throughway unless the plans and specifications therefore have first been submitted to and approved in writing by the State Highway Commission and made a matter of official record
- 6. Under URS 373.030, State may not change the grade of any street or road within the limits of city over which state highway traffic is routed without the consent of city.

MOW, THEMEFORE, the premises being in general as stated in the foregoing RECITALS, it is agreed by and between the parties hereto as follows

THINGS TO BE DONE BY STATE:

- 1. State approves the RECITALS herein, Exhibit A, THINGS TO BE DONE BY CITY, and all other provisions of this agreement, including the GENERAL PROVISIONS.
- 2. State shall prepare all plans, obtain all necessary right of way, let and award all contracts, and supervise the construction of the project.
- 3. State shall construct and thereafter maintain the West Linn Unit, hereinafter called the "throughway," approximately as shown colored in yellow on Exhibit A.
- 4. State shall construct and thereafter maintain the following interchanges approximately as shown colored in green on the attached Exhibit A:
 - a. 10th Street Interchange.
 - b. West "A" Street-Broadway Interchange.
 - c. Portland Avenue (Oswego Highway) Interchange.
- 5. State shall construct and thereafter maintain separation structures, approximately as shown colored in purple, and carrying the various streets or roads over or under the throughway and listed as follows:
 - a, Blankenship Road (Johnson Road), overcrossing.
 - b. 10th Street, overcrossing.
 - c. Sunset Avenue-Chestnut Street, undercrossing.
 - d. West "A" Street, undercrossing.
 - e. Broadway, undercrossing.
 - f. Portland Avenue (Oswego Highway), overcrossing.
 - 6. State shall locate or relocate and construct various city street or road connections and/or frontage roads along the throughway at various intermittent points to provide a safe and continuous flow of local traffic. Said streets or roads, upon completion of construction by State, shall revert to City for jurisdiction, maintenance, and control and State's right, title, and interest thereon shall pass to City by deed of relinquishment.
 - 7. State shall close the various streets or roads that intersect the proposed throughway right of way and same shall be accomplished by barrier at the right of way or access control lines of the throughway and shall apply only to the portions lying within the access control area of the throughway and not covered above in the previous paragraphs.
 - 8. State shall also close any city streets or ways within the right of way boundaries of the new facility that may interfere with the free and convenient flow of traffic on the new facility which are not presently determined and therefore not shown on the attached Exhibit A.

- 9. State shall, without cost to City, relocate or cause to be relocated all existing privately-owned utility conduits, lines, poles, mains, pipes, and other such facilities that are located on private property where such relocation is necessary to conform said utilities or facilities to the plans for the project.
- 10. State shall, upon receipt from City of an itemized statement in triplicate of such costs, reimburse City for the actual costs incurred by City in relocating or extending, including costs for any additional facilities made necessary by such extension, any City-owned utility conduits, lines, poles, mains, pipes, and other such facilities located within city streets, or on City-owned property, or on private property under City easement, where such relocation or extension is necessary to conform said utilities or facilities to the plans for the project.
- 11. State shall incorporate into the bridge design provision for carrying two 24-inch inside diameter water pipe lines across the Willamette River, and shall permit City to install said pipe lines at City's sole expense.

THINGS TO BE DONE BY CITY:

- City approves the RECITALS herein, Exhibit A, THINGS TO BE DONE BY STATE, and all other provisions of this agreement, including the GENERAL FROVISIONS.
 - 2. City shall, at its own initial cost and upon request by State, relocate or extend existing City-owned utility conduits, lines, poles, mains, pipes, and other such facilities located within city streets or on City-owned property, or on private property under City easement, where such relocation or extension is necessary to conform said utilities or facilities to the plans for the project. City shall thereafter be reimbursed by State as provided in paragraph 10 under THINGS TO BE DONE BY STATE. The City hereby consents that pursuant to 15 CFR Part 8, Section 8.5(b)(h)(ii), the Appendix "A" clauses of the Civil Rights Assurances must be included in all utility relocation contracts, where Federal funds are involved and the City does not perform the relocation work with its own forces. This would usually occur when the city enters into a contract or agreement with a contractor to perform all or a portion of the work.
 - 3. City shall, upon request by State and without cost to State, relocate all City-owned utility conduits, lines, poles, mains, pipes, and other such facilities not located within city streets, on City-owned property or on private property under City easement, where such relocation is necessary to conform said utilities or facilities to the plans for the project.
 - 4. City shall, upon request by State and without cost to State, relocate or cause to be relocated all privately-owned utility conduits, lines, poles, mains, pipes, and other such facilities located within the limits of City on public streets or ways where such relocation is necessary to conform said utilities or facilities to the plans for the project. To this end City shall exercise all its municipal powers, including its legislative power, to require relocation of such utilities or facilities.

- 5. After State has requested City to move any of the above-mentioned City-owned utilities or facilities, City shall notify the Engineer for State prior to commencing the relocation work of such utilities or facilities so that the relocation work can be properly coordinated with the other work of the project.
- 6. City, by entering into this agreement, hereby designates, under ORS 37h.070, as the only points of access to the throughway those access points described in paragraph 4 under THINGS TO BE DONE BY STATE. City agrees that no city street shall be constructed turning into or intersecting the throughway unless the plans and specifications therefore have first been submitted to and approved in writing by State and made a matter of official record.
- 7. City consents to the closure of those streets described in paragraphs 7 and 8 under THINGS TO BE DONE BY STATE.
- 8. City hereby gives its consent as required under Subsection (2) of ORS 373.030, to all changes of grade, if any there be, in connection with or arising out of the construction of said project.
- 9. City shall enact and enforce an ordinance or resolution prohibiting parking, except for emergencies, on both sides of that portion of the throughway that is located within the city limits, and also prohibiting any and all parking on the structure across the Willamette River.
 - 10. City shall, upon completion of project by State, assume maintenance, jurisdiction, and control or continue same over those portions of roads or streets as referred to in paragraph 6 under THINGS TO BE DONE BY STATE, and all State's right, title, and interest therein shall pass to City.
 - Il. City shall, upon request by State and prior to the time that designs of the structure spanning the willamette River are completed, submit to State plans and specifications for the two 24-inch inside diameter water pipe lines referred to in paragraph 11 under THINGS TO BE DONE BY STATE. City further agrees that any work regarding installation of said pipe lines shall be properly coordinated with State's construction and that the cost of the pipe and hangers as well as installation thereof shall be at City's sole expense.
 - 12. City shall pass an ordinance or resolution as the case may be, authorizing the Mayor and Recorder to enter into this agreement, and the same shall be made a part hereof and attached hereto.

GENERAL PROVISIONS:

- 1. It is agreed by both parties that the accounting procedure and reimbursement for relocating utility facilities as described in paragraph 2 under THINGS TO BE DONE BY CITY shall be in compliance with the Bureau of Public Roads' "Policy and Procedure Memorandum 30-4" dated December 31, 1957, and any supplements and revisions thereto which require credit for extended service life, betterments, and salvage.
- 2. This agreement shall be subject to concurrence of the Oregon Division Engineer of the Owners of Public Roads, or his duly authorized represent-

ative, and shall not be binding on either party until such concurrence is obtained.

- 3. State shall obtain prior approval of future changes in this agreement on traffic control measures from the Oregon Division Engineer of the Bureau of Public Roads, or his duly authorized representative.
- 4. State and City further mutually agree and understand that the contents within are based on a corridor and are in the interest of all and within the intent of the Interstate Highway System; said contents are subject to change and treatment of the roads or streets involved are subject to a supplemental agreement between State and City and final design plans of said route shall be subject to approval by the State and City.

This agreement was approved by the State Highway Commission on Rece 14, 1965, at which time the Secretary for the Commission was authorized and directed to sign said agreement for and on behalf of the Commission. Said authority is set forth in Volume 50, Page _____, Minute Pook of the Oregon State Highway Commission.

APPROVED:

Assistant State Highway Engineer

CITY OF WEST LINN, by and through its City Officials

By Excess

iayor

ATTEST:

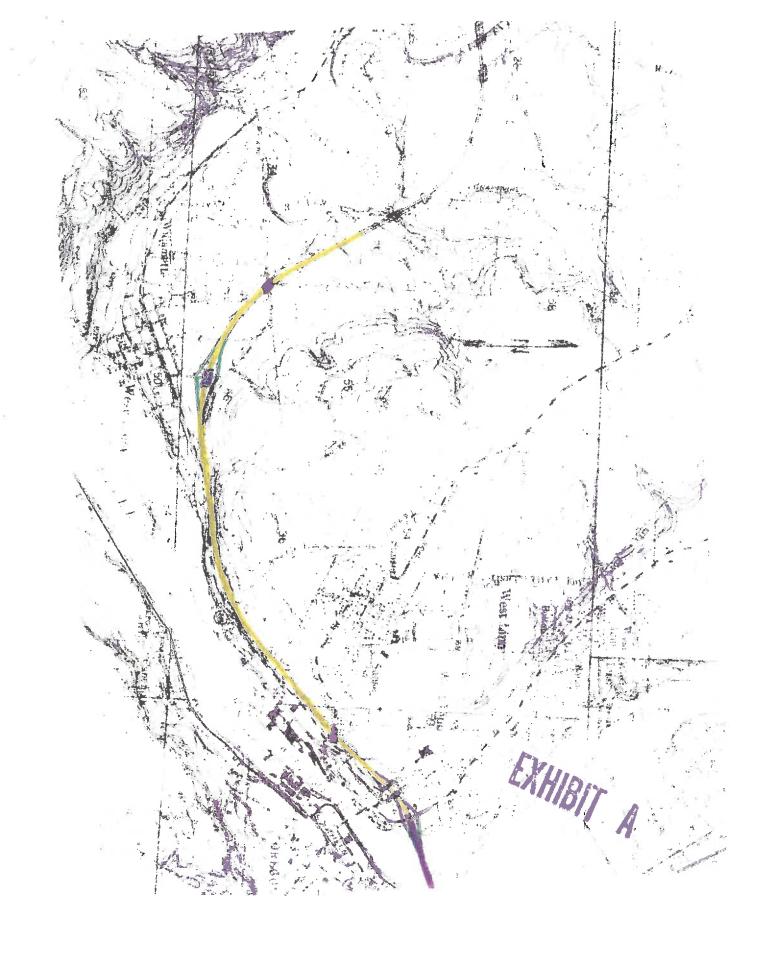
Luckle Commence

By Clarky Hareld
Recorder

APPROVED DATE OUT 2 7 1966
A. W. Parsons, Division Engineer
Oregon Div., Bureau of Public Knaus

By 2/12 La little Destrict Engineer

DMH::eb 10/08/65



NEXT DOCUMENT

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL ACREEMENT, made and entered into by and between the STATE OR CREGON, by and through its State Highway Commission, hereinafter called "State," and the CITY OF WEST LINN, a municipal corporation, acting by and through its City Officials, hereinafter called "City";

WITNESSETH:

RECITALS:

- 1. State and City entered into a throughway agreement dated December 14, 1965. Said agreement of December 14, 1965, as supplemented and amended herewith, concerned the construction of the WEST LINN UNIT of the Pacific Highway (I-5)-Washington State Line Section of the East Portland Freeway, State Primary Highway No. 64 (I-205), hereinafter called the "throughway," and the closing, handling, maintaining, routing, and rerouting of certain streets and roads.
- 2. State and City have determined that said agreement of December 14, 1965, although remaining in full force and effect except as noted herein, should be supplemented to provide for the establishment, construction, maintenance, and additional street closures of various city streets and interchange ramps to provide for the safe and expeditious flow of traffic along that portion of the throughway within the limits of City as hereinafter set forth and as shown on the map attached hereto marked Exhibit A and by this reference made a part hereof.
- 3. State and City have further determined that the provisions of paragraph 4b under THINGS TO BE DONE BY STATE regarding construction of the West "A" Street-Broadway Interchange shall be deleted from the December 14, 1965 agreement and from the construction plans of the project.

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

THINGS TO BE DONE BY STATE:

- 1. State approves the RECITALS herein, Exhibit A, THINGS TO BE DONE BY CITY and all other provisions of the agreement.
- 2. State shall acquire all necessary right of way by purchase or otherwise, prepare all plans and specifications, let and award all contracts, and supervise the construction and improvement of the throughway and all other streets, roads, and structures which are covered herein.
- 3. State shall construct and thereafter maintain the throughway including the South West Linn Interchange (10th Street) and West Linn Interchange (Oswego Highway) separation structures, and connecting service ramps permitting ingress and egress to and from the throughway, approximately as shown on the attached Exhibit A in yellow and green, respectively.
- 4. State shall locate and construct the following connecting streets or roads approximately as shown colored in orange on the attached Exhibit A:
 - a. Johnson Road relocated, southerly approximately 700 feet to its

intersection with 19th Street and Blankenship Road provided City does not, as per paragraph 11 following, choose "Alternate B" route instead.

- b. Short Street between 19th Street thence easterly approximately 800 feet to its intersection with Nolin Lane and existing Short Street provided City does not, as per paragraph 11 following, choose "Alternate B" route instead.
- c. George De Bok Road relocated, easterly and southerly approximately 1200 feet to its intersection with Blankenship Road.
- d. Blankenship Road relocated, northeasterly approximately 2400 feet to its intersection with Salomo Road.
- e. Maple Avenue between Walnut Street and Chestnut Street approximately 200 feet.
- $f.\,$ Chestnut Street relocated, northeasterly approximately 200 feet to its intersection with Sunset Avenue.
- g. Broadway intersecting West A Street thence northerly to its connection to existing Broadway northerly and southerly of the throughway separation structure.
- h. Hollowell Street intersecting the Oswego Highway (Portland Avenue) thence easterly approximately 200 feet therefrom including a "Y" connection.
- 5. State shall create and construct cul-de-sacs on the following streets approximately as shown on the attached Exhibit A:
 - a. 16th Street northerly and southerly of the throughway.
 - b. 13th Street northerly and southerly of the throughway.
 - c. Chestnut Street northerly of the throughway.
 - d. East A Street northerly of the throughway.
 - e. Grove Street Loop northerly of the throughway.
 - f. Any other streets severed by the throughway including the above mentioned that may be justified and accomplished in a feasible manner.
- 6. State shall, upon completion of project, deed to City all State's right, title, and interest in those portions of right-of-way shown colored in orange and blue on Exhibit A, acquired to construct the connecting streets and cul-de-sacs as referred to and described herein and lying within the corporate limits of city.
 - 7. State shall close the following streets in the following manner at the following locations: (All points of closure are shown by means of red lines on the attached Exhibit A and said streets shall be closed between these points within the access control area of the throughway.

- a. George De Bok Road at the northerly right-of-way line of the throughway and the northerly property line of Blankenship Road.
 - b. Johnson Road at the northerly property line of Blankenship Road.
- c. 16th Street at the northerly and southerly right of way lines of the throughway.
- d. Ritter Street (Ridder Lane) at the southerly right of way line of the throughway.
- e. 13th Street at the northerly and southerly right of way lines of the throughway.
 - f. 8th Street at the southerly right of way line of the throughway.
- g. Blankenship Road-Johnson Road at the northerly access control line near the 10th Street Interchange and at the southerly right of way line of the throughway near its easterly connection to Willamette Falls Road.
- h. Unnamed road connecting Willamette Falls Road to Blankenship-Johnson Road at the southerly property line of said Blankenship-Johnson Road.
- i. 6th Street at the southerly property line of Blankenship-Johnson Road.
 - j. Salomo Road at the northerly right of way line of the throughway.
- k. Hill Spring Road at the northerly right of way line of the throughway.
 - 1. Walnut Street at the southerly property line of Sunset Avenue.
- m. Chestnut Street at the northerly and southerly access control lines of the throughway.
 - n. Maple Avenue at the northerly right of way line of the throughway.
- o. King Street at the easterly property line of West "A" Street and the westerly property line of East "A" Street.
- p. East "A" Street at the easterly property line of West "A" Street and the northerly right of way line of the throughway.
- q. Broadway at the northerly and southerly property lines of relocated West "A" Street.
- r. Hollowell Street at the easterly property line of Portland Avenue (Oswego Highway).
- s. Grove Street Loop at the northerly access control line of the throughway.
- 8. State shall reconstruct that portion of West "A" Street between Willamette Falls Road (ORE 212) and Portland Avenue (Oswego Highway) approximately as shown

colored in blue on the attached Exhibit A.

- 9. State shall widen, reconstruct, and continue maintenance on that portion of Portland Avenue (Oswego Highway) through the West Linn Interchange complex to provide for four lanes for traffic to better facilitate ingress and egress to the throughway.
- 10. State shall reconstruct the two stairways adjacent to the Oswego Highway lying northerly of the existing Willamette River structure to facilitate pedestrian traffic to the river level. Said stairways, upon completion of reconstruction, shall become sole responsibility of City.
- 11. State shall, if City selects, construct the "Alternate B" route of the Johnson Road-16th Street frontage road in lieu of the proposal as outlined in paragraphs ha and he above and lying along the southwesterly side of the throughway. However, it is understood that only one or the other will be constructed, not both.

THINGS TO BE DONE BY CITY:

- 1. City approves the RECITALS herein, Exhibit A, THINGS TO BE DONE BY STATE and all other provisions of this agreement.
- 2. City shall, upon completion of the project, assume State's right, title, and interest in and maintain, as city streets, the streets shown colored in orange and blue on Exhibit A which are to be constructed or reconstructed, all pursuant to the paragraphs referred to in this agreement.
- 3. City consents to the closure of those streets as described in paragraph 7 under THINGS TO BE DONE BY STATE.
- 4. City shall assume and continue maintenance responsibility of the stairways referred to in paragraph 10 above upon completion of reconstruction by State.
- 5. City shall make its choice regarding the reconstruction of the roads as referred to under paragraphs 4a, 4b, and 11 of THINGS TO BE DONE BY STATE, and shall advise State thereof by letter upon execution of this agreement.
- 6. City shall endeavor to join with State in the reconstruction of said West "A" Street in regard to the availability of financing. However, this should not be misconstrued to mean that the City shall provide necessary matching funds.
- 7. City shall endeavor to provide State with necessary right of way along the dedicated or physical streets required for reconstruction which may be obstructed by buildings, etc.
- 8. City shall sign this agreement during a duly authorized session of its City Council and forward same to State after attaching the necessary resolution authorizing their respective officials to execute said document.

GENERAL PROVISION:

1. State and City agree that this agreement shall be subject to concurrence of the Oregon Division Engineer of the Bureau of Public Roads, or his duly authorized representative, and prior approval shall be obtained regarding this

agreement or any future changes and it shall not be binding on either party fatil such concurrence or approval is obtained.

- 2. It is expressly understood and agreed by the parties hereto that any existing sidewalks within the city limits affected by the project shall be replaced or realigned where feasible, as a part of the project. City shall have full jurisdiction and control of those portions of the rights of way, including sidewalks, which are located outside of the curb line of the project and within the lity limits. The throughway is excluded from said City control as sidewalks are not applicable thereon. Therefore, any repair or maintenance after completion of the project of said sidewalks shall be the responsibility of either City or the abutting property owners, as may be provided by City charter or ordinance.
- It is further mutually agreed and understood by the parties hereti that the sidewalks referred to above shall not pertain to sidewalks upon structures. Said sidewalks and structures shall be under the full jurisdiction, maintenance, and control of the State.
- 4. State and City further agree to complete cooperation between the parties with respect to the construction of the throughway; and price to construction, plans shall be submitted to City for their consideration and review.
- 5. State and City further agree and understand that in respect to the provision for Marinch inside diameter water pipe lines as referred to in the agreement of December 14, 1965, further reference should be made as follows: In the event the installation can be justified as an extreme case in accordance with AASHO utilities policy, and a lesser size is found to be adequate for City's needs, provision for installation of a pipe of lesser size shall be made as a cooperative venture as referred to in the previous agreement of December 14, 1965.

THEMINESS WHENEOF, the parties hereto have caused this supplemental agreement to be signed by their respective officials and have caused their respective seals to be affixed hereto. City's Mayor and Recorder have acted in this matter pursuant to Ordinance or Resolution No. 1966.

This supplemental agreement was approved by the Oregon State Highway Commission on (1) to , 1966, at which time the Secretary for the Commission was authorized and directed to sign said agreement for and on behalf of the Commission. Said authority is set forth in Volume (1), Page , Tinute Book of the Oregon State Highway Commission.

APPROVED:

Assistant State Highway Engineer

AFPROVED DATE 1965
A. W. Parsons, Division Engineer
Oregon Div., Bureau of Public Roads

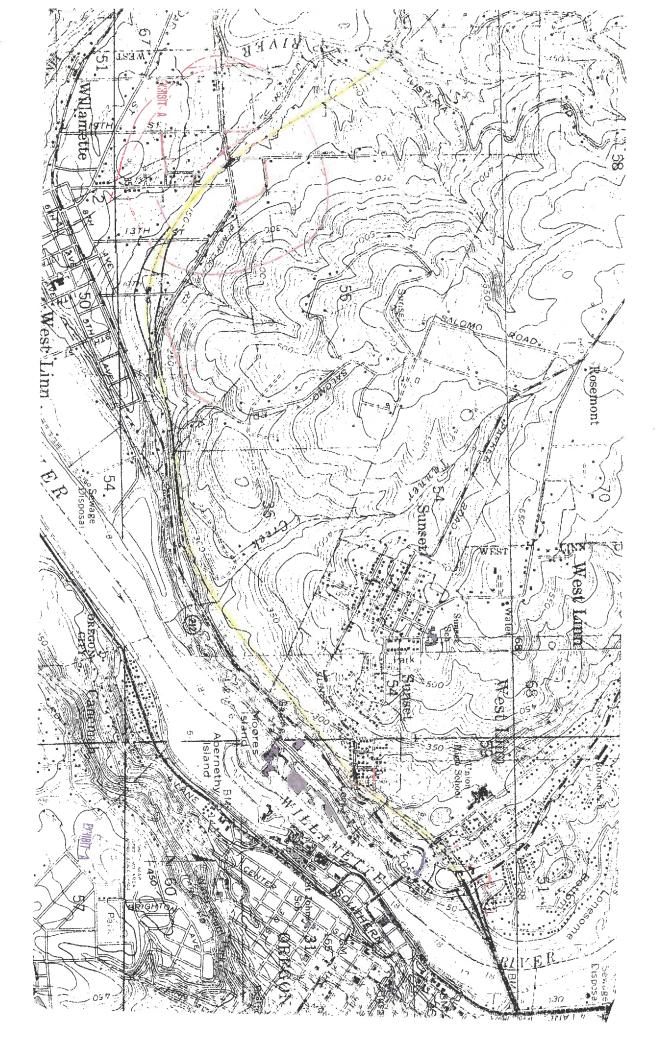
DIM-nr 8/24/66 CITY OF MINT LIMIT, by and bhrough the Hayor and Ferrices

by Engen & Accept

Fy 3 mars a consequent to the contract of the

RESOLUTION NO. 1-62

WHEREAS, THE STATE OF OREGON, acting by and through its
State Highway Commission, has caused to be prepared and submitted
to the CITY OF an agreement providing for the
improvementant emutaution of the day the dection of the
la i Possinso saummy, star viriling Hijipog av. (1-23)
within said City; and
WHEREAS, said agreement has been read in full to the
Council of said City and approved as submitted;
NOW, THEREFORE, BE IT RESOLVED by the City of
that the Mayor and Recorder are hereby authorized
and directed to execute said agreement on behalf of City.
(Internal control cont
The foregoing resolution was duly adopted by the Council
of the City of intake on the 24th day of,
19 <u>66</u> .
By Mayor
ATTEST: Cludy Harris Recorder



NEXT DOCUMENT



OREGON STATE HIGHWAY DEPARTMENT

HIGHWAY BUILDING SALEM, OREGON 97310 Phone 364-2171

West Linn City Council City Hall West Linn, Oregon 97888

Attention: Mr. Richard W. Dippnor City Administrator

GOLIFACIS and

Letter for Supplemental Throughest Agrangement

Gout Lenen:

Under dates of Proceeding 14, 1965, and reduler 3, 1965, the Smith and City of West Line antered into throughout and its protaining to constitution of the West Line Unit of the Post in Whitenay (7-1) Andrews 45.1 Line Section of the East PostLand Passway, Stap. Primary No. 68 (1-205).

State and City have of tempined that paid agreements shall remain in full force and effect except as hereinsfeer modified and secured.

Fursuant to Chapter 272, Oregon Laws of 1967, State and City agree that certain utilities relocation costs shall be reimbursable in a manner to be mutually determined in compliance with said 1967 utilities relocation law.

State and City agree that the State shall, upon result free City of an itemizal statement in triplicate of sace expensio, relative City for the research of the place is unread by City to a localing or extending on Carry-OWEED DICTIFY conduits, lines, poles, mains, pipes, and such other PACCHITES FOR OWEED WITHIN OR GROW THE WIGHT-OF-MAY OF A SURTH HIGHNAY, where such relocation or entension is necessary to conform said facilities to the place for the project; PACCHITE THAT in the event such facilities are located within or upon the sight-of-way of a state highway UNDAR A FRANCE issued by the State Highway Commission, the expense of relocating or extending such facilities shall be borne as provided in such points.

If this agreement mosts with your approval, please sign three copies of this dominent in the spaces provided between first in thea to this office for presentation to the Highway Commission for approval. After execu-

tion by all parties, a fully executed copy will be returned to you for your records.

Very truly yours,

Forrest Cooper State Highway Engineer

Ву

H. S. COX

County and City Engineer

This agreement was approved by the Oregon State Highway Commission on Market 17, 1970, at which time the Secretary for the Commission was authorized and directed to sign said agreement for and on behalf of the Commission. Said authority is set forth in Volume 54, page Minute Book of the Oregon State Highway Commission.

APPROVED:

Floyd Query, Secreta

Assistant State Highway Engineer

Expressed as to from the ally.

By (end) South

CITY/OF WEST LIMM by and through

its dity Officials

DMH: rau 1/15/70 Maladel

