

**RESOLUTION NO. 2608**

**A RESOLUTION OF THE CITY OF WILSONVILLE TO ENTER INTO AN INTERGOVERNMENTAL COOPERATIVE AGREEMENT REGARDING FUTURE TRANSFER OF ROADWAY AUTHORITY ON PORTIONS OF STAFFORD ROAD AND ADVANCE ROAD FROM CLACKAMAS COUNTY TO THE CITY OF WILSONVILLE**

WHEREAS, Clackamas County (County) is the current roadway authority on Stafford Road and Advance Road; and

WHEREAS, roadway improvements are required on Advance Road and for a new signalized intersection at the Advance Road/ Boeckman Road/ Stafford Road/ Wilsonville Road intersection for the West Linn-Wilsonville School District's (School District's) new Meridian Creek Middle School being constructed on property that has been annexed into the City of Wilsonville (City); and

WHEREAS, the City prefers that roads upgraded to urban standards within City limits be designed, permitted, and constructed using the City's Public Works Standards; and

WHEREAS, the improvements to Advance Road and the Advance Road/ Boeckman Road/ Stafford Road/ Wilsonville Road intersection work have been designed to City of Wilsonville Public Works Standards and will be permitted and inspected by City staff; and

WHEREAS, the City expects to become the road authority for the resulting improved roadway sections; and

WHEREAS, the School District is in the process of seeking a bid for these roadway improvements; and

WHEREAS, the School District is in the process of acquiring the right-of-way and easements needed for the roadway improvements; and

WHEREAS, the County has allowed the project to move forward to meet the School District's schedule, but seeks assurance that the City is committed to the road authority transfer for the sections of roadway designed and constructed using City of Wilsonville Public Works Standards; and

WHEREAS, the subject Intergovernmental Cooperative Agreement, attached hereto and fully incorporated herein, provides assurance that the City will seek a road authority transfer on sections of Stafford Road and Advance Road and allows the construction process to continue.

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

1. To enter into an Intergovernmental Cooperative Agreement, attached hereto and fully incorporated herein, to transfer roadway authority for sections of Stafford Road and Advance Road from the County to the City within 90 days of its signing.
2. This resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a special meeting thereof this 5th day of January, 2017 and filed with the Wilsonville City Recorder this date.

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Tim Knapp, Mayor

ATTEST:

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Sandra C. King, City Recorder, MMC

SUMMARY OF VOTES:

Mayor Knapp	Yes
Council President Starr	Excused
Councilor Stevens	Yes
Councilor Lehan	Yes
Councilor Akervall	Yes

Attachments:

Intergovernmental Cooperative Agreement for Future Transfer of Roadway Authority on Portions of Stafford Road and Advance Road from Clackamas County to the City of Wilsonville

**INTERGOVERNMENTAL COOPERATIVE AGREEMENT  
FOR FUTURE TRANSFER OF ROADWAY AUTHORITY ON  
PORTIONS OF STAFFORD ROAD AND ADVANCE ROAD FROM  
CLACKAMAS COUNTY TO THE CITY OF WILSONVILLE**

RECITALS:

- A. WHEREAS, the City of Wilsonville (“City”), an Oregon municipal corporation, and Clackamas County (“County”), an Oregon municipal corporation, are authorized pursuant to ORS 190.003 et seq. to enter into intergovernmental agreements for the performance of any and all functions and activities that a party, or its officers or agencies, have authority to perform; and
- B. WHEREAS, City and the West Linn-Wilsonville School District (“District”), an Oregon school district, have previously entered into an Intergovernmental Cooperative Agreement (dated January 14, 2016) as authorized pursuant to ORS 280.150 to “jointly, in such manner as they shall agree upon, construct, acquire, own, equip, operate and maintain facilities which will directly aid each participating governmental unit in performing a duty or duties imposed upon it or aid in exercising a power or powers conferred upon it, and may appropriate money and may issue bonds therefore”; and
- C. WHEREAS, the District has undertaken construction of the Meridian Creek Middle School, with a scheduled opening in the fall of 2017; and
- D. WHEREAS, the development of this school site will require, as conditions for development approval, the construction of a public road system to access the site, improvements to connecting roads serving the site, installation of a signalized intersection, extension of water and sanitary sewer main lines, and providing of storm drainage systems; and
- E. WHEREAS, the District is responsible for acquiring all property for right-of-way and easements required to support all street and utility improvements and transfer the right-of-way and easements to the City; and
- F. WHEREAS, the City has agreed with the County to transfer the roadway authority on those portions of Stafford Road and Advance Road receiving construction improvements as depicted in Exhibit “A”; and

- G. WHEREAS, the acquisition of the property required for right-of-way and easements has been delayed and will likely not be completed until after the District has received bids and hired a construction contractor for these roadway improvements; and
- H. WHEREAS, the City, the County and the District desire to maintain plan review and project permitting through the City, absolving the County of their usual and typical role as being the Roadway Authority; and
- I. WHEREAS, the City has agreed to formally accept the transfer of roadway authority on those portions of Stafford Road and Advance Road receiving construction improvements from the County to the City whereupon the City assumes all ownership and maintenance responsibilities;

**NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the undersigned parties jointly and respectively agree as follows:**

1. The recitals above are incorporated by reference herein as findings in support of the respective parties' authority pursuant to ORS 190.003 et seq. and ORS 280.150.
2. Stafford Road and Advance Road Improvements. Those portions of Stafford Road and Advance Road receiving construction improvements by the District as shown in **Exhibit A**, attached hereto and incorporated by reference herein. On these portions of Stafford Road and Advance Road being improved the City cannot restrict through truck movements, unless there is concurrence and agreement from the County to limit truck usage. The City will request the transfer of roadway authority on these portions of Stafford Road and Advance Road within ninety (90) days of the signing of this IGA.
3. Construction Plan Review, Approval, Permitting and Inspection. The District will work through the City to obtain all plan review, approval, permitting and inspection for construction work on portions of Stafford Road and Advance Road.
4. Miscellaneous.
  - 4.1. Further Assurances. Each party shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of its obligations hereunder, in good faith, to carry out the intent of the parties hereto.

4.2. Modification or Amendment. No amendment, change, or modification of this Agreement shall be valid, unless in writing and signed by the parties hereto.

4.3. Burden and Benefit; Assignment. The covenants and agreements contained herein shall be binding upon and inure to the benefit of the parties and their successors and assigns. Neither party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed.

4.4. No Continuing Waiver. The waiver by either party of any breach of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach.

4.5. Applicable Law. This Agreement shall be interpreted under the laws of the State of Oregon. Venue shall be in Clackamas County.

4.6. Time of Essence. Time is expressly declared to be the essence of this Agreement.

4.7. Notices. All notices, demands, consents, approvals, and other communications which are required or desired to be given by either party to the other hereunder shall be in writing and shall be faxed, scanned to PDF format and emailed, hand delivered, or sent by overnight courier or United States Mail at its address set forth below, or at such other address as such party shall have last designated by notice to the other. Notices, demands, consents, approvals, and other communications shall be deemed given when delivered, three days after mailing by United States Mail, or upon receipt if sent by courier; provided, however, that if any such notice or other communication shall also be sent by telecopy or fax machine, such notice shall be deemed given at the time and on the date of machine transmittal.

To City: City of Wilsonville  
Steve R. Adams, P.E.  
Development Engineering Manager  
29799 SW Town Center Loop E.  
Wilsonville OR 97070

To County: Clackamas County  
Mike Bezner  
150 Beaver Creek Road  
Oregon City OR 97045

4.8. Rights Cumulative. All rights, remedies, powers, and privileges conferred under this Agreement on the parties shall be cumulative of and in addition to, but not restrictive of or in lieu of, those conferred by law.

4.9. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

4.10. No Third Party Beneficiaries. None of the duties and obligations of any party under this Agreement shall in any way or in any manner be deemed to create any rights in any person or entity other than the parties hereto.

4.11. Dispute Resolution - Mediation. All disputes arising out of this Agreement, shall first be submitted to mediation. Either party desiring mediation shall provide the other party with a written notice (the "Request to Mediate"), which shall set forth the nature of the dispute. The parties shall in good faith cooperate in the selection of a mediator and may adopt any procedural format that seems appropriate for the particular dispute. In the event a written settlement agreement is not executed by the parties, in the parties' sole discretion, within twenty (20) days from the date of the Request to Mediate, or such longer time frame as may be mutually agreed upon in writing by the parties.. If mediation does not occur within the required time frame or the mediation is unsuccessful the parties may mutually agree to arbitrate the dispute or, absent such mutual agreement, the dispute shall be decided in Clackamas County Circuit Court.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

CLACKAMAS COUNTY

CITY OF WILSONVILLE

By: \_\_\_\_\_  
John Ludlow  
Its: Chair, Board of County Commissioners

By: \_\_\_\_\_  
Bryan Cosgrove  
Its: City Manager

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Nathan Boderman  
Assistant County Counsel

\_\_\_\_\_  
Barbara A. Jacobson, OSB #824630  
City Attorney

