

RESOLUTION NO. 2017-65

**RESOLUTION OF THE CITY OF FOREST GROVE
APPROVING THE REQUEST OF WASHINGTON COUNTY, OREGON,
TO TRANSFER JURISDICTION OF THE PORTION OF DAVID HILL ROAD
BETWEEN FOREST GROVE HIGH SCHOOL AND OREGON HIGHWAY 47,
SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF FOREST GROVE**

WHEREAS, during the past several years, the City of Forest grove has annexed territory adjacent to its corporate boundaries, and

WHEREAS, the City Council of the City of Forest Grove has determined it is in the best interest of the City of Forest Grove and its citizens that the portion of County Road 1245 (David Hill Road) from Nehalem Hwy – OR 47 to a point +/-3645' westerly, to the extent that it is within the corporate boundaries of the City of Forest Grove and under the jurisdiction of the County, should be transferred to the jurisdiction of the City of Forest Grove.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF FOREST GROVE AS FOLLOWS:

Section 1. That the Board of County Commissioners of Washington County, Oregon, be petitioned and requested to relinquish and transfer to the City of Forest Grove, jurisdiction over that portion of County Road 1245 (David Hill Road) from Nehalem Hwy – OR 47 to a point +/-3645' westerly. Said road being situated in the West one-half of Section 30, T1N, R3W, W.M. and in the east one-half of Section 31, T1N, R4W, W.M.

Section 2. Passage of this resolution authorizes the City of Forest Grove to annex this portion of road upon relinquishment by Washington County, Oregon.

Section 3. The City Recorder is authorized to deliver a certified copy of the foregoing resolution to the Board of County Commissioners of Washington County, Oregon.

Section 4. This resolution is effective immediately upon its enactment by the City Council.

PRESENTED AND PASSED this 9th day of October, 2017.

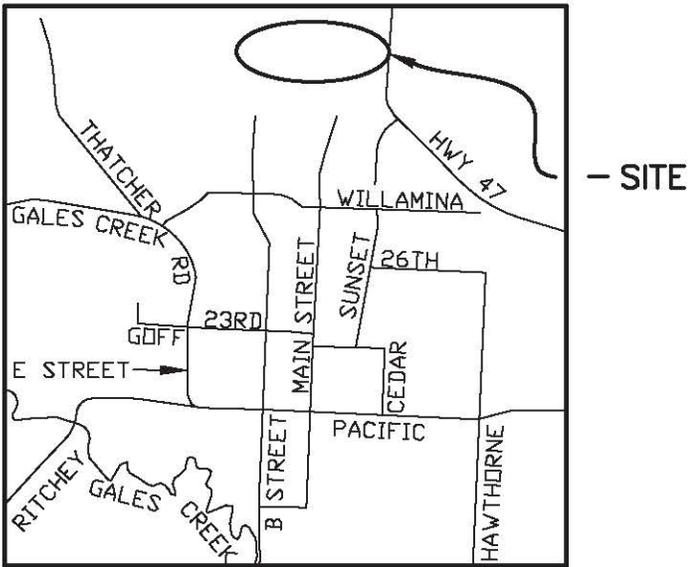


Anna D. Ruggles, City Recorder

APPROVED by the Mayor this 9th day of October, 2017.



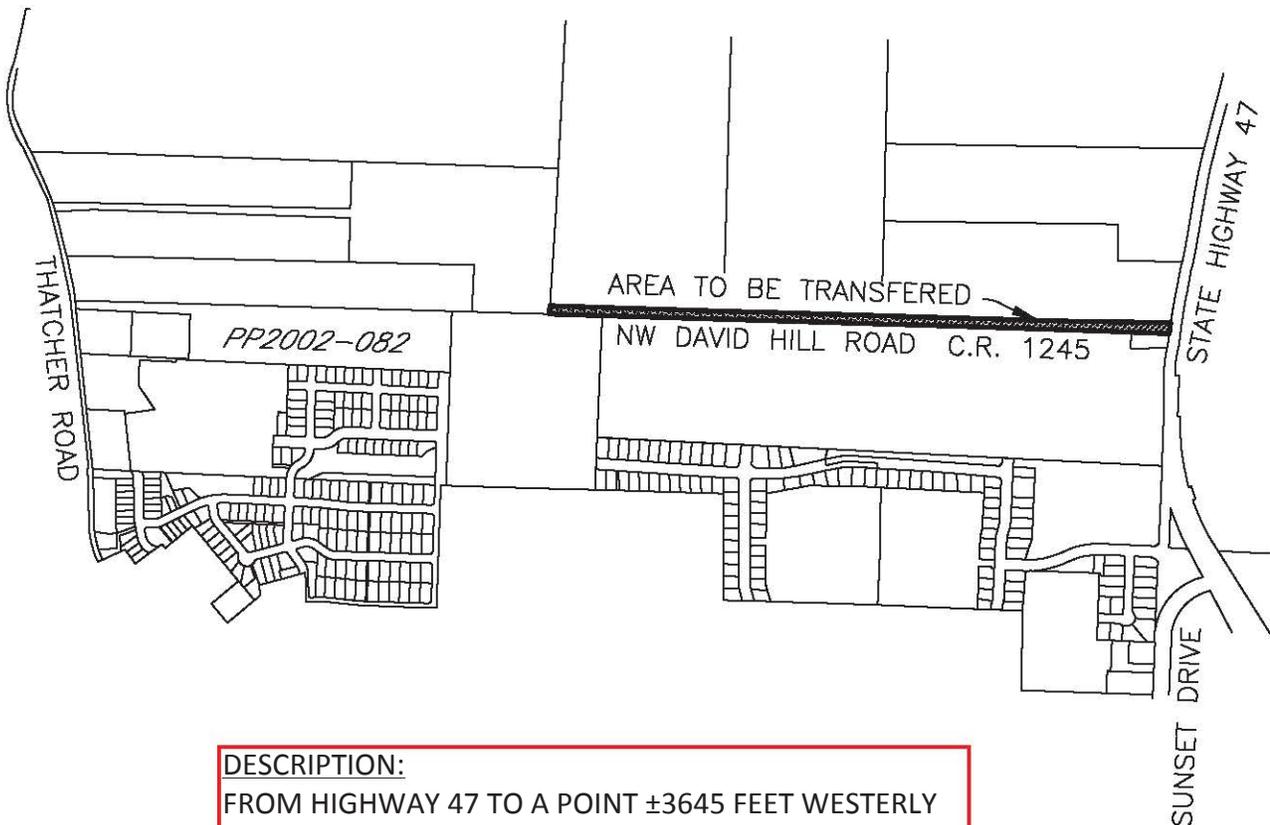
Peter B. Truax, Mayor



VICINITY MAP



NOT TO SCALE



DESCRIPTION:

FROM HIGHWAY 47 TO A POINT ± 3645 FEET WESTERLY
All of County Road 1245. Said road being situated in the
West one-half of Section 30, T1N, R3W, W.M. and in the
East one-half of Section 31, T1N, R4W, W.M.

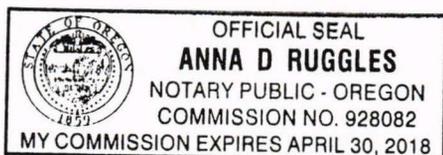


A place where families and businesses thrive.

STATE OF OREGON)
County of Washington)
City of Forest Grove)

I, **ANNA D. RUGGLES**, the duly-appointed and qualified City Recorder of the City of Forest Grove, Washington County, Oregon, certify that this is a true and correct copy of the original document (Resolution No. 2017-65) thereof. The document thereof contains 2 pages, excluding this cover page.

IN WITNESS whereof, I have hereunto set my hand and affixed my seal of the State of Oregon, Notary Public of the City of Forest Grove, Washington County, Oregon, this 10th day of October, 2017.



Anna D. Ruggles
ANNA D. RUGGLES, CITY RECORDER
City of Forest Grove, Washington County, Oregon
State of Oregon, Notary Public
My Commission Expires April 30, 2018

10
2017
OCT 10 10:00 AM
FOREST GROVE, OR

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
Washington County and City of Forest Grove**

**FOR ROAD IMPROVEMENTS, WATERLINE INSTALLATION, AND
ELECTRICAL FACILITIES**

THIS INTERGOVERNMENTAL AGREEMENT is entered into between Washington COUNTY, a political subdivision of the State of Oregon, acting by and through its elected officials, hereinafter referred to as "COUNTY"; and City of Forest Grove, a municipal corporation, acting by and through its City Council, hereinafter referred to as "CITY".

RECITALS

1. COUNTY has an approved project to improve David Hill Road from Forest Grove High School to Nehalem Highway – OR 47. This project is part of the Major Streets and Transportation Improvement Program (MSTIP 3d), which has been approved and funded.
2. CITY desires to include additional public improvements within the road right of way and within or near the location of the road work as follows: installation of a new waterline, and installation of electric power conduits.
3. CITY has requested and COUNTY has agreed that the above-described public improvements be added to the David Hill Road Project, and constructed as a single public improvement project as further detailed in this agreement.

NOW, THEREFORE, in consideration of the terms, conditions and covenants set forth below, the parties hereto agree as follows:

ARTICLE I – PROJECT DESCRIPTION

- 1.1 The ROAD WORK shall improve David Hill Road from Forest Grove High School to Nehalem Highway – OR 47, including two vehicle lanes, raised median, bike lanes, sidewalks and intersection improvements at David Hill Road and Nehalem Highway – OR 47.
- 1.2 The WATERLINE WORK shall include the design and installation of approximately 2500 feet of 8 inch ductile iron waterline. New waterline will be designed and installed according to the Oregon Standards for Construction and American Water Work Association Standards.
- 1.3 The ELECTRICAL FACILITIES WORK shall include installation of illumination, several size conduits, electrical vaults, and junction boxes on

the north side of David Hill Road and within the project limits.

- 1.4 SANITARY SEWER WORK shall include one crossing of David Hill Road at Main Street with manholes and piping.
- 1.5 The PROJECT shall consist of the ROAD WORK, the WATERLINE WORK, and the ELECTRICAL FACILITIES WORK and SANITARY SEWER WORK.

ARTICLE II - COUNTY OBLIGATIONS

- 2.1 Assign a liaison (Project Manager) responsible for coordinating the PROJECT with CITY. The liaison for County shall be Matt Meier. COUNTY's liaison shall be responsible for coordination of ROAD WORK, WATERLINE WORK, and ELECTRICAL FACILITIES WORK and SANITARY SEWER WORK with CITY.
- 2.2 COUNTY shall perform all tasks needed to implement ROAD WORK, together with WATERLINE WORK and ELECTRICAL FACILITIES WORK and SANITARY SEWER WORK, including but not limited to project design, right-of-way acquisition, construction, construction management, ROAD WORK inspection and administration, provided that COUNTY and CITY shall perform actions with respect to the WATERLINE WORK, ELECTRICAL FACILITIES WORK, and SANITARY SEWER WORK as further set forth in this agreement.
- 2.3 COUNTY shall design David Hill Road according to CITY standards and procedures, even if the subject portion of David Hill Road has not yet been transferred to CITY jurisdiction.
- 2.4 COUNTY shall include certain or all aspects of ELECTRICAL FACILITIES WORK, as designed by CITY, including but not limited to incorporating CITY's design as part of the bidding documents and construction.
- 2.5 COUNTY shall prepare WATERLINE WORK design plans and technical specifications. Final plans and specifications for WATERLINE WORK shall be incorporated as specific bid items in the bid documents for the David Hill Road Project.
- 2.6 COUNTY shall prepare SANITARY SEWER WORK design plans and technical specifications. Final plans and specifications for SANITARY SEWER WORK shall be incorporated as specific bid items in the bid documents for the David Hill Road Project.
- 2.7 COUNTY shall provide CITY with the opportunity to review and comment on design plans and specifications for ROAD WORK, WATERLINE

WORK and SANITARY SEWER WORK. In general, review comments shall be returned to COUNTY within two weeks following receipt of draft design documents. COUNTY shall revise the plans and specifications, based on CITY comments, and consult with CITY to resolve differences.

- 2.8 COUNTY shall advertise, award, and administer the construction contract for the David Hill Road Project.
- 2.9 COUNTY shall, following bid opening, notify CITY of the amount of the construction cost of the WATERLINE WORK, ELECTRICAL FACILITIES WORK, and SANITARY SEWER WORK as contained in the bid, and provide CITY with the opportunity for review of the contract bid. If CITY makes a timely request, COUNTY shall delete WATERLINE WORK and/or ELECTRICAL FACILITIES WORK, and/or SANITARY SEWER WORK bid schedules from the contract award. COUNTY shall have the right, in its discretion, to award or reject bids for the David Hill Road Project in accordance with applicable law.
- 2.10 COUNTY shall coordinate inspection services with CITY as set forth in Article III.
- 2.11 COUNTY shall be responsible for acceptance of the contractor's work on behalf of CITY.
- 2.12 COUNTY consents to the annexation by CITY of the existing right of way of SW David Hill Road from Thatcher Road to State Highway 47. Upon CITY annexation of the right of way, COUNTY shall transfer jurisdiction of David Hill Road to CITY under a separate agreement.

ARTICLE III – CITY OBLIGATIONS

- 3.1 Assign a liaison (Project Manager) responsible for coordinating the PROJECT with COUNTY. The liaison for CITY shall be Nick Kelsay. CITY liaison person shall be responsible for coordination of the David Hill Road Project, Waterline Work and ELECTRICAL POWER WORK with COUNTY.
- 3.2 CITY shall provide any available information in its possession that may assist COUNTY in WATERLINE WORK, ELECTRICAL POWER WORK and SANITARY SEWER WORK
- 3.3 CITY shall provide necessary design coordination including review of design plans for WATERLINE WORK and SANITARY SEWER WORK as the project plans are prepared. CITY shall indicate needed revisions to the waterline design, plans and specifications, and consult with COUNTY to resolve differences.

- 3.4 CITY shall provide final design and specifications for ELECTRICAL FACILITIES WORK to be included as part of this project bidding document.
- 3.5 CITY shall provide inspection and monitoring of WATERLINE WORK and SANITARY SEWER WORK in coordination with COUNTY. CITY shall monitor all "acceptance testing" conducted by the contractor as specified in the construction contract, which includes disinfecting, pressure testing, manhole and valve box installations. These services shall be at CITY's expense.
- 3.6 CITY shall provide, install, and connect to a power supply approximately forty 25-ft Tear Drop style light fixtures.
- 3.7 CITY shall provide inspection and monitoring of ELECTRICAL FACILITIES WORK in coordination with COUNTY. CITY shall monitor all "acceptance testing" conducted by the contractor as specified in the construction contract.
- 3.8 CITY shall request and accept transfer of David Hill Road jurisdictions within 6 months of COUNTY award of construction contract.

ARTICLE IV – COMPENSATION

- 4.1 CITY shall pay to COUNTY the cost of engineering, drafting, construction, administration and inspection for WATERLINE WORK and SANITARY SEWER WORK. The scope of WATERLINE WORK and SANITARY SEWER WORK that is to be compensated is generally located as shown on the David Hill Road Project plan sheets dated December 2014.
- 4.2 CITY shall pay to COUNTY the cost of the construction of ELECTRICAL FACILITIES WORK incorporated as part of this project, excluding the cost associated with the installation of street lights performed as part of the David Hill Road construction Contract.
- 4.3 The WATERLINE WORK and SANITARY SEWER WORK construction cost, includes contract bid items used for the WATERLINE WORK and SANITARY SEWER WORK, an allocated share of the cost of applicable lump sum contract items (for example, mobilization and erosion control), and the cost for any extra work required for WATERLINE WORK or SANITARY SEWER WORK.
- 4.4 The ELECTRICAL FACILITIES WORK construction cost, includes contract bid items used for the ELECTRICAL FACILITIES WORK, an allocated share of the cost of applicable lump sum contract items (for

example, mobilization and erosion control), and the cost for any extra work required for ELECTRICAL FACILITIES WORK.

4.5 CITY shall be responsible for the electrical power cost to illuminate the street lighting thereafter.

4.6 The estimated cost of CITY Work is not to exceed \$232,600 as shown below.

Waterline and Sanitary Sewer Design	\$32,600
Waterline Construction	\$135,000
Sanitary Sewer Construction	\$25,000
Electrical Facilities Work not Including Illumination	\$40,000
<hr/> Total	<hr/> \$232,600

4.7 COUNTY shall deduct the cost of supplying and installing approximately forty street light fixtures, estimated at \$125,000 from CITY invoice. This will reimburse City for the cost of illumination installed as part of the MSTIP project.

4.8 CITY and COUNTY understand that estimated costs are used to determine project budget used in this agreement. Final payments made by CITY to COUNTY will be based on actual cost encumbered by COUNTY for WATERLINE WORK, SANITARY SEWER WORK and ELECTRICAL FACILITIES WORK.

4.9 CITY shall, within thirty days of its receipt of a billing from COUNTY, pay COUNTY the amount due.

ARTICLE V - GENERAL PROVISIONS

5.1 Laws of Oregon

The parties shall comply with all applicable laws and regulations regarding the handling and expenditure of public funds. This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon. All relevant provisions required by ORS Chapter 279A and 279C to be included in public contracts are incorporated and made a part of this Agreement as if fully set forth herein.

5.2 Default

Either party shall be deemed to be in default if it fails to comply with any provision of this agreement. COUNTY and CITY agree time is of the essence in the performance of any of the obligations within this agreement. The complaining party shall provide the other party with

written notice of default and allow thirty (30) days within which to cure the defect. CITY shall pay COUNTY for costs incurred for satisfactorily completed and authorized work up to the time of default. CITY shall be liable for all costs and damages arising from default by CITY.

5.3 Indemnification

This agreement is for the benefit of the parties only. Each party agrees to indemnify and hold the other harmless, to include their respective officers, employees, agents and representatives, from and against all claims, demands and causes of actions and suits of any kind or nature for personal injury, death or damage to property on account of or arising out of services performed, the omission of services or in any way resulting from the acts or omissions of the parties so indemnifying and/or its officers, employees, agents or representatives. Indemnification is subject to and shall not exceed the limits of liability of the Oregon Tort Claims Act (ORS 30.260 through 30.300). In addition, each party shall be solely responsible for any contract claims, delay damages or similar items arising from or caused by the action or inaction of the party under this agreement.

5.4 Documents are Public Property

All records, reports, data, documents, systems, and concepts, whether in the form of writings, figures, graphs, or models which are prepared or developed in connection with this project shall become public property.

5.5 Modification of Agreement

No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing, signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in specific instances and for the specific purpose given.

5.6 Dispute Resolution

The parties shall attempt to informally resolve any dispute concerning any party's performance or decisions under this Agreement, or regarding the terms, conditions or meaning of this Agreement. A neutral third party may be used if the parties agree to facilitate these negotiations. In the event of an impasse in the resolution of any dispute, the issue shall be submitted to the governing bodies of both parties for a recommendation or resolution.

5.7 Severability

If any terms or provisions of this agreement or the application thereof to

any person or circumstance shall, to any extent, be determined by a court to be invalid or unenforceable, the remainder of this agreement and the application of those terms and provisions shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

5.8 Nondiscrimination

No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this agreement on the grounds of race, color, religion, gender, sexual orientation, national origin, disability, age or marital status. Any violation of this provision shall be considered a material defect and shall be grounds for cancellation, termination or suspension in whole or in part by COUNTY.

5.9 Integration

This agreement includes the entire agreement of the parties and supersedes any prior discussions or agreements regarding the same subject. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this contract.

ARTICLE VI - TERM OF AGREEMENT

- 6.1 The term of the Agreement shall be from the date of execution until the completion of the PROJECT, but not to exceed three (3) years.
- 6.2 This Agreement may be amended or extended for periods of up to one (1) year by mutual consent of the parties. It may be canceled or terminated for any reason by either party. Termination or cancellation shall be effective thirty (30) days after written notice to the other party, or at such time as the parties may otherwise agree. The parties shall, in good faith, agree to such reasonable provisions for winding up the PROJECT and paying for any additional costs as necessary.
- 6.3 Notwithstanding completion of the PROJECT, and the term stated above, this Agreement shall remain in force for the purpose of enforcing the parties' obligations to operate and maintain portions of the project; and obligations related thereto.

WASHINGTON COUNTY, OREGON

CITY OF FOREST GROVE, OREGON

Andy Dwyck

Andy Dwyck

CHAIR, BOARD OF COUNTY
COMMISSIONERS

[Signature]

MAYOR,
CITY OF FOREST GROVE

Date: 3-5-15

Date: April 13, 2015

Barbara Hejmanek
RECORDING SECRETARY

Approved as to Form:

Cont. D. O. O.

COUNTY Counsel

Date: March 3, 2015

APPROVED WASHINGTON COUNTY
BOARD OF COMMISSIONERS
MINUTE ORDER # 15-43
DATE 3-3-15



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CITY RECORDER USE ONLY:	
AGENDA ITEM #:	6
MEETING DATE:	10/9/17
FINAL ACTION:	2-20 2017-05

CITY COUNCIL STAFF REPORT

TO: City Council

FROM: Jesse VanderZanden, City Manager

PROJECT TEAM: Robert Foster, Public Works Director, and Nick Kelsay, Project Engineer

MEETING DATE: October 9, 2017

SUBJECT TITLE: Resolution Approving Jurisdictional Transfer of a Portion of David Hill Road (CR 1245)

ACTION REQUESTED:	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Order	<input checked="" type="checkbox"/> X	<input type="checkbox"/> Resolution	<input type="checkbox"/> Motion	<input type="checkbox"/> Informational
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X all that apply

ISSUE STATEMENT: The construction of the David Hill Road Extension is complete. Washington County has requested to transfer jurisdiction of the portion of David Hill Road between the Forest Grove High School and Oregon Highway 47 to the City of Forest Grove. Exhibit A highlights the portion of road Washington County seeks to transfer.

BACKGROUND: David Hill Road was originally under the jurisdiction of Washington County. As part of the voter approved Major Streets Transportation Improvement Program (MSTIP3d), funds were approved for the David Hill Road Extension construction project. An Intergovernmental Agreement between Washington County and the City of Forest Grove included the transfer of jurisdiction from the County to the City upon completion of the David Hill Road Extension construction project. The construction has been completed to City standards and includes a waterline extension, sanitary sewer crossing, bicycle lanes, raised median, street trees and street lighting.

FISCAL IMPACT: None

STAFF RECOMMENDATION: Staff is recommending the City Council adopt the attached resolution transferring ownership of that portion of David Hill between Forest Grove High School and Oregon Highway 47 from Washington County to the City of Forest Grove.

ATTACHMENT(s): Exhibit 'A' – Map and Description of jurisdictional transfer area.
Exhibit 'B' – Intergovernmental Agreement



David Hill Road Jurisdictional Title Transfer

Robert Foster, Public Works Director

Nick Kelsay, Project Engineer

Project Completion Summary

- **Project Title:** David Hill Road Extension
- **Location:** David Hill Road between the Forest Grove High School and Oregon Highway 47
- **Description:** Approximately 4,000 feet of 70 feet wide new arterial roadway section including a waterline extension, sanitary sewer crossing, bicycle lanes, raised median, street trees and street lighting.
- **Schedule:** Construction started Spring 2016 & completed Summer 2017.
- **Project Cost:** ± \$3.5M
- **Funding:** MSTIP3d & City New System Development funding

Jurisdictional Transfer Area

- David Hill Rd. Extension



FIGURE 1
DAVID HILL ROAD/OR47 ROUNDABOUT
ROADWAY AND DRAINAGE IMPROVEMENTS
WASHINGTON COUNTY, OREGON



