



DAN JOHNSON
DIRECTOR

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

November 29, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Consent to the Annexation of a Portion of SE Darrow Road to the City of Estacada

Purpose/Outcomes	Provide consent to the annexation of a portion of SE Darrow Road into the City of Estacada.
Dollar Amount and Fiscal Impact	None. The County will transfer jurisdiction and maintenance responsibilities after annexation.
Funding Source	N/A
Duration	Indefinite
Previous Board Action	None
Strategic Plan Alignment	Build public trust through good government.
Contact Person	Rick Maxwell– 503-742-4671

The City of Estacada is requesting that Clackamas County consent to the annexation of a stretch of SE Darrow Road, approximately 540 feet in length. Annexation of this portion of SE Darrow Road would allow the City to ultimately assume jurisdiction over the section of right of way, which the City plans to improve as proposed development is completed in the near future. If annexed, the City will be requesting a jurisdictional transfer of this section of County Road at a later date.

ORS 222.125 permits a city to annex property without an election or a hearing where all of the owners of land in the territory to be annexed and not less than 50 percent of the electors, if any, residing in the territory to be annexed consent in writing to the annexation and file a statement of their consent with the city. Because this annexation only involves a portion of Darrow Road, and because recent case law has clarified that the County is the “owner” of right of way for purposes of providing the required consent under ORS 222.125, the City must receive the County’s consent before processing the annexation using the procedures set forth in ORS 222.125. The City of Estacada represents that any other consents required under state law have been obtained.

A copy of the annexation petition, along with a map and legal description identifying the right of way proposed to be annexed is attached to this report.

RECOMMENDATION:

Staff respectfully requests that the Board indicate its consent to a portion of SE Darrow Road to the City of Estacada by signing the attached annexation petition.

Respectfully Submitted,

Rick Maxwell
Engineering Technician

Attachments: Annexation Application, Annexation Petition, Maps



ANNEXATION APPLICATION

STATEMENT AND PURPOSE:

The process of annexation of land to the City allows for orderly expansion of the City and for the adequate provision of public facilities and services. City Charter requires that, unless mandated by state law, annexation may only be approved by a majority of those voting.

CONDITIONS FOR ANNEXATION:

- 1. The subject site must be located within the Estacada Urban Growth Boundary.
2. The subject site must be contiguous to the existing City limits.

OWNER

APPLICANT *

Name _____

Name City of Estacada

Address _____

Address 475 SE Main St

City _____ State _____ Zip _____

City Estacada State OR Zip 97023

SIGNATURE Denise Carey

Phone: (503)630-8270

DESCRIPTION OF PROPERTY:

Tax Map 34E28B Tax Lot(s) North of 34E28B-02100, -01800, and -01801 (see attached) Lot Size Approximately 21,600 sq ft (Acres/Sq.Ft.)

Existing Use County roadway inside City's UGB

Proposed Use City local public street to serve new housing

Existing Structures None

ZONING R-1 & R-2 COMPREHENSIVE PLAN DESIGNATION Low & Medium Density Residential

PREVIOUS ACTION (If Any) _____

PROPERTY OWNERSHIP LIST

Attach a list of the names and addresses of the owners of property located within 200 feet of the subject property (if the address of the property owner is different from the situs, a listing for the situs must also be included and addressed to "Occupant"). Lists of property owners may be obtained from any title insurance company or from the County Assessor. If the property ownership list is incomplete, this may be cause for postponing the hearing.

*If the applicant is not the property owner, he must attach documentary evidence of his authority to act as agent in making application.

**PETITION FOR
ANNEXATION TO THE CITY OF ESTACADA**

Must be signed by the owners of over one-half of the area to be annexed.

TO: City of Estacada

We, the undersigned, constitute at least the owners of one-half the land area of the property described in the attached application and legal description.

We desire to be annexed to the City of Estacada.

A map is attached showing the affected territory and its relationship to the present City boundaries.

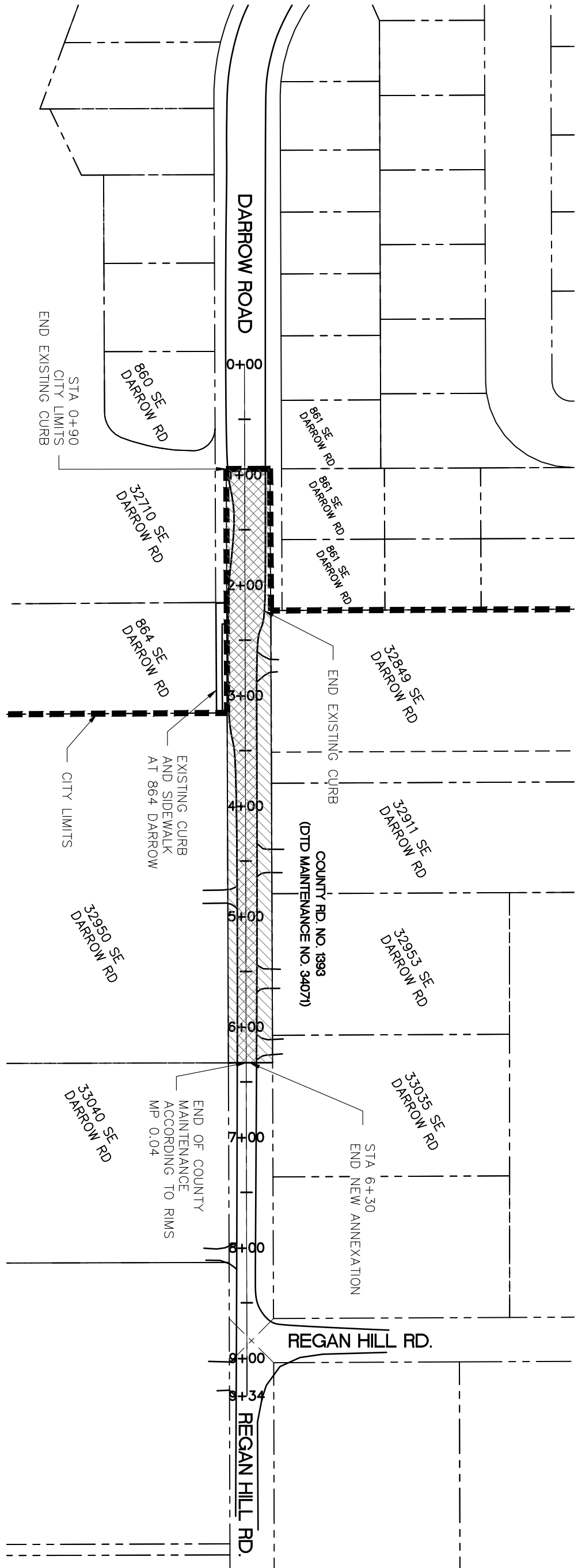
PETITION SIGNERS

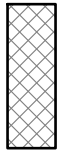
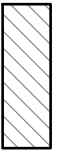
MAP & TAX LOT NUMBERS

**SIGNATURE OF
LEGAL OWNERS**

MAILING ADDRESS

Approximately 21,600 sq ft of County roadway north
of and adjacent to 34E28B-02100, -01800, and
-01801 (see attached reference maps)




 APPROXIMATELY 12,400 SQUARE FEET OF EXISTING PAVEMENT IN THE PROPOSED TRANSFER AREA (ROUGHLY 160 TONS OF ASPHALT FOR A 2" OVERLAY)
 AREA TO BE ANNEXED INTO CITY PRIOR TO NEW CITY RESOLUTION REQUESTING TRANSFER OF DARROW ROAD



PLAN
1"=100'

REVISIONS	
NO.	DATE:

DESIGNED BY:
STAFF
 DRAFTED BY:
RM
 CHECKED BY:
STAFF


CLACKAMAS COUNTY
 DEPT. OF TRANSPORTATION
 AND DEVELOPMENT
 150 BEAVERCREEK ROAD
 OREGON CITY, OR 97045
 DAN JOHNSON DIRECTOR

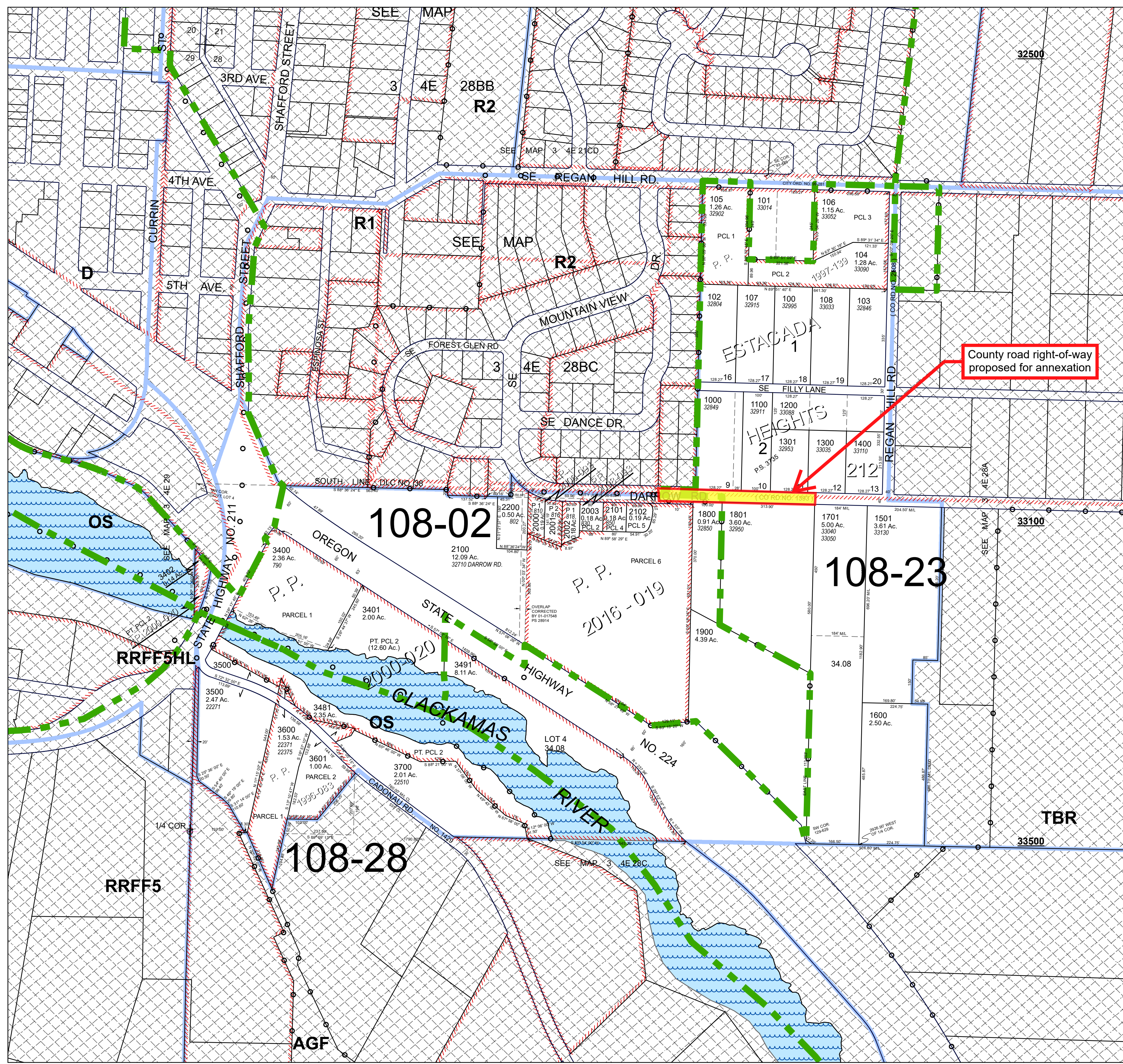
PLAN
DARROW ROAD
WORKING MAP
 DATE: 10/30/2018 PROJECT NO.:

Sheet No. 1

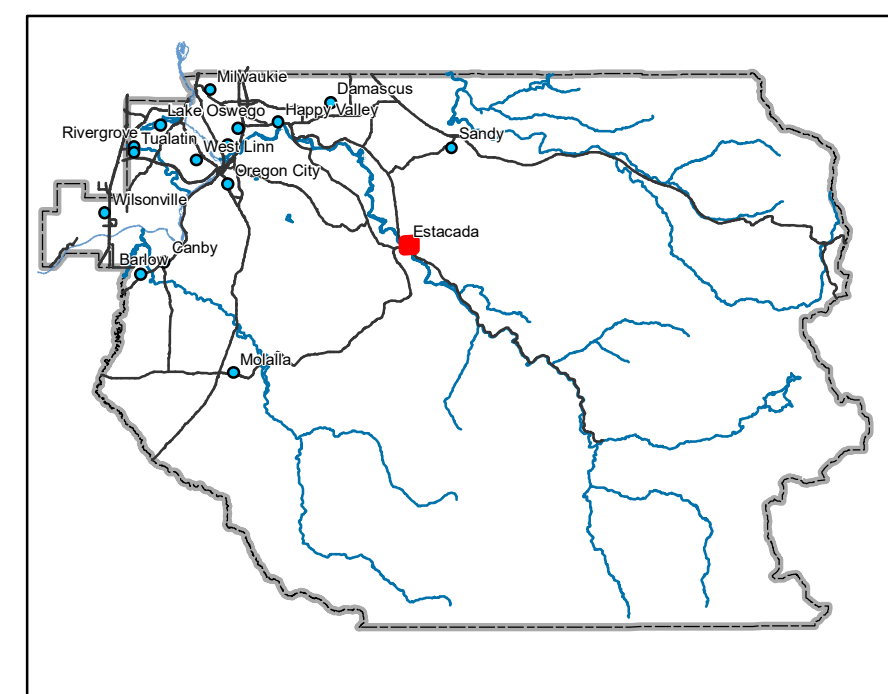
D.L.C.
FRANKLIN PIERCE NO. 38

Cancelled Taxlots

- 1001
- 200
- 300
- 390
- 400
- 490
- 500
- 501
- 502
- 503
- 504
- 505
- 506
- 507
- 570
- 580
- 590
- 591
- 600
- 700
- 800
- 900
- 1500
- 1700
- 2300
- 2301
- 2400
- 2401
- 2402
- 2403
- 2500
- 2600
- 2601
- 2700
- 2800
- 2900
- 3000
- 3100
- 3101
- 3102
- 3200
- 3300
- 3403
- 3404
- 3494



- Parcel Boundary
- Private Road ROW
- Historical Boundary
- Railroad Centerline
- TaxCodeLines
- Map Index
- WaterLines
- Land Use Zoning
- Plats
- Water
- Corner
- Section Corner
- 1/16th Line
- Govt Lot Line
- DLC Line
- Meander Line
- PLSS Section Line
- Historic Corridor 40'
- Historic Corridor 20'



THIS MAP IS FOR ASSESSMENT PURPOSES ONLY





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

November 29, 2018

Board of County Commissioner
Clackamas County

Members of the Board:

**Approval of Amendment No. 2 to the Local Agency Agreement No. 29634 with
Oregon Department of Transportation (ODOT) for the
Sunnyside Road Adaptive Signal System Project**

Purpose/Outcomes	Amendment No. 2 to Local Agency Agreement with ODOT for the Sunnyside Road Adaptive Signal Project.
Dollar Amount and Fiscal Impact	Total Project Cost Estimate: \$1,392,098 Federal-Aid STP funds: \$1,249,130 Road Fund Match (10.27%): \$142,968
Funding Source	Federal-Aid Surface Transportation Program (STP) County Road Funds
Duration	Completion of the Project or ten (10) years following the date of final execution
Previous Board Action	8/10/2017 – BCC approval of Amendment No. 2 (Rev 1) 7/10/2014 – BCC approval of Amendment No. 1 12/12/2013 – BCC Approval of Local Agency Agreement No. 29634
Strategic Plan Alignment	<ul style="list-style-type: none">• Grow a vibrant economy• Ensure safe, healthy and secure communities
Contact Person	Bikram Raghubansh, Project Manager 503-742-4706

Back in August 10, 2017, BCC signed a second amendment to transfer an additional \$364,191 of STP funds to this project to help expand the upgrade of additional vehicle detection system along the project limits. Since then, Oregon Department of Transportation (ODOT) held off in finalizing the second amendment until new language regarding American with Disabilities Act were added to this second amendment. This revised second amendment re-programs remaining PE funds from SE 172nd Ave: Foster Rd to Sunnyside Rd project and also adds additional language regarding American with Disabilities Act.

This agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve the attached revised Amendment No. 2 to the original Local Agency Agreement for the Sunnyside Road Adaptive Signal System Project.

Respectfully submitted,

Bikram Raghubansh
Project Manager

AMENDMENT NUMBER 02
Surface Transportation Program-Urban Local Agency Agreement
Sunnyside Road Adaptive Signal System
Clackamas County

This is Amendment No. 02 to the Agreement between the **STATE OF OREGON**, acting by and through its Department of Transportation, hereinafter referred to as "State," and **CLACKAMAS COUNTY**, acting by and through its elected officials, hereinafter referred to as "Agency," entered into on January 16, 2014 and Amendment Number 1 on August 11, 2014.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to increase STP federal funds for the Construction phase and, update language.

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.
2. **Amendment to Agreement.**

Revised Attachment No. 1, to Agreement No. 26934, Special Provisions, Paragraph 4, Page 4, which reads as follows:

4. Agency shall have a current Indirect Cost Allocation Plan and an approved indirect rate from its federal cognizant agency prior to invoicing indirect costs. A copy of the current approved rate from the federal cognizant agency or State must be attached to invoices with indirect costs. If Agency does not have a current approved rate, it can apply directly to its federal cognizant agency for an Indirect Cost Rate. If the Agency has no federal cognizant agency, it can submit an indirect Cost Rate proposal to State for review and approval for State invoices. Without an approved Indirect Cost Rate State will only pay Agency for Direct Costs.

Shall be deleted in its entirety and replaced with the following:

4. Information required by 2 Code of Federal Regulation (CFR) 200.331(a)(1) shall be contained in the USDOT FHWA Federal Aid Project Agreement for this Project, a copy of which shall be provided by ODOT to Agency with the Notice to Proceed.

Indirect Cost Rate.

- a. As required by 2 CFR 200.331(a)(4), the indirect cost rate(s) for this project at the time the agreement is written is 35.88 percent (35.88%). This rate may change during the term of this Agreement upon notice to ODOT and ODOT's subsequent written approval.

- b. If the approved rate(s) change(s) during the term of this Agreement, Agency shall invoice ODOT using the current indirect cost rate(s) for the project on file with ODOT at the time the work is performed. If Agency does not have approved indirect cost rate(s) on file with ODOT at the time the work is performed, Agency shall invoice ODOT using a zero percent (0%) rate.

Terms of Agreement, Paragraph 2, Page 1, which reads:

2. The Project will be conducted as a part of the Federal-Aid Surface Transportation Program (STP) under Title 23, United States Code. The total Project cost is estimated at \$986,224, which is subject to change. STP urban funds for this Project will be limited to \$884,939. The Project will be financed with STP funds at the maximum allowable federal participating amount, with Agency providing the match and any non-participating costs, including all costs in excess of the available federal funds.

Shall be deleted in its entirety and replaced with the following:

2. The Project will be conducted as a part of the Federal-Aid Surface Transportation Program (STP) under Title 23, United States Code. The total Project cost is estimated at \$ 1,392,098, which is subject to change. STP urban funds for this Project will be limited to \$1,249,129. The Project will be financed with STP funds at the maximum allowable federal participating amount, with Agency providing the 10.27 percent (10.27%) match for all eligible costs and any non-participating costs, including all costs in excess of the available federal funds.

Terms of Agreement, Paragraph 6, Page 2, which reads:

6. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of State, be indemnified by the contractor and subcontractor from and against any and all Claims.

Shall be deleted in its entirety and replaced with the following:

6. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save

and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260 (Claims), to the extent such Claims are caused, or alleged to be caused by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor. It is the specific intention of the Parties that State shall, in all instances, except to the extent Claims arise from the negligent or willful acts or omissions of State, be indemnified for all Claims caused or alleged to be caused by the contractor or subcontractor.

Insert new Terms of Agreement, Paragraph 18, 19, 20, and 21, to read as follows:

18. Americans with Disabilities Act Compliance:

- a. When the Project scope includes work on sidewalks, curb ramps, or pedestrian-activated signals or triggers an obligation to address curb ramps or pedestrian signals, the Parties shall:
 - i. Utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended by the ADA Amendments Act of 2008 (together, "ADA"), including ensuring that all sidewalks, curb ramps, and pedestrian-activated signals meet current ODOT Highway Design Manual standards;
 - ii. Follow ODOT's processes for design, modification, upgrade, or construction of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;
 - iii. At Project completion, send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State's Project Manager for each curb ramp constructed, modified, upgraded, or improved as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:

<http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/HwyConstructForms1.aspx>; and

- b. Agency shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall

- include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Agency shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations at least 10 days prior to the start of construction.
- c. Agency shall ensure that any portions of the Project under Agency's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that:
- i. Pedestrian access is maintained as required by the ADA,
 - ii. Any complaints received by Agency identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - iii. Any repairs or removal of obstructions needed to maintain Project features in compliance with the ADA requirements that were in effect at the time of Project construction are completed by Agency or abutting property owner pursuant to applicable local code provisions,
 - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
- d. Maintenance obligations in this section shall survive termination of this Agreement.
19. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS [279C.505](#), [279C.515](#), [279C.520](#), [279C.530](#) and [279B.270](#) incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) [Title VI of Civil Rights Act of 1964](#); (ii) [Title V and Section 504 of the Rehabilitation Act of 1973](#); (iii) the [Americans with Disabilities Act of 1990](#) and ORS [659A.142](#); (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
20. Agency shall ensure compliance with the Cargo Preference Act and implementing regulations (46 CFR Part 381) for use of United States-flag ocean vessels transporting materials or equipment acquired specifically for the Project. Strict compliance is required, including but not limited to the clauses in

46 CFR 381.7(a) and (b) which are incorporated by reference. State and Agency shall also include this requirement in all contracts and ensure that contractors include the requirement in their subcontracts.

21. By signing this Federal-Aid Agreement Agency agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act (FFATA) and is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>. If, in the preceding fiscal year, Agency received more than eighty (80%) of its gross revenues from the federal government, those federal funds exceed \$25,000,000 annually, and the public does not have access to information about the compensation of executives through reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986, Agency shall report the total compensation and names of its top five executives to State. Agency shall report said information to State within fourteen (14) calendar days of execution of this Agreement and annually thereafter, utilizing the FFATA form attached hereto as Exhibit "B".

Insert new Exhibit B, Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting

3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Agency certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

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

This Project is in the 2015-2018 Statewide Transportation Improvement Program (STIP), (Key #18305) that was adopted by the Oregon Transportation Commission on December 18, 2014 (or subsequently approved by amendment to the STIP).

SIGNATURE PAGE TO FOLLOW

CLACKAMAS COUNTY, by and through its elected officials

By _____
Chair
Date _____

By _____
Recording Secretary
Date _____

LEGAL REVIEW APPROVAL
(If required in Agency's process)

By _____
Agency Counsel
Date _____

Agency Contact:
Bikram Raghubansh, Senior Traffic Engineer
150 Beaver Creek Road
Oregon City, OR 97045
503-731-4706
BikramRag@co.clackamas.or.us

STATE OF OREGON, by and through its Department of Transportation

By _____
Highway Division Administrator
Date _____

APPROVAL RECOMMENDED

By _____
Technical Services Manager/Chief Engineer
Date _____

By _____
State Traffic Roadway Engineer
Date _____

By _____
Region 1 Manager
Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Assistant Attorney General
Date: _____

State Contact:
Mahasti Hastings, Local Agency Liaison
123 NW Flanders Street
Portland, OR 97209
503-731-8595
Mahasti.v.hastings@odot.state.or.us

Exhibit B
Federal Funding Accountability and Transparency Act (FFATA)
Subaward Reporting

(For purposes of this Exhibit, references to “your organization” shall mean “Agency” and references to “ODOT” shall mean “State.”) The Oregon Department of Transportation (ODOT) is required to fulfill a federal requirement for contracting under the Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting System (FSRS). FFATA reporting is a requirement for subawards (also known as subrecipients) of federal awards in excess of \$25,000,000. Your organization will enter into an agreement with ODOT where the funding source is a federal grant with a subrecipient relationship. Your organization is required to submit the information below to the Oregon Department of Transportation within fourteen calendar days of execution of the Agreement and annually thereafter, if applicable. (See the following page for further details.)

Legal entity name:

Data Universal Number System (DUNS) number:

Executive compensation

Executive compensation information is also required to determine whether or not the following information must be reported in FSRS:

- a. In your organization’s previous fiscal year, did your organization receive 80% or more of its annual gross revenue and \$25,000,000 or more in federal procurement contracts, subcontracts, loans, grants, subgrants, cooperative agreements and federal financial assistance awards subject to the Transparency Act? (Include parent organization, all branches, and all affiliates worldwide.)

Yes No If “yes,” proceed to b. If “no,” no further action is required and submittal of this form is not required.

- b. Does the public have access to information about the compensation of the senior executives in your organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Yes No If “yes,” provide a link to the SEC: <http://www.sec.gov> where this information is located and return form to the ODOT contact shown at the bottom of this form.

Provide link here:

If “no,” provide compensation information below.

Names and annual compensation amounts of the five most highly compensated executives:

1.	\$
2.	\$
3.	\$
4.	\$
5.	\$

Business entity contact information (person completing form):

Type name	Title	Date
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Return completed form to: Jeff Flowers, Program and Funding Services Manager; Oregon Department of Transportation; 555 13th Street NE; Salem, OR 97301; Jeffrey.A.FLOWERS@odot.state.or.us

Background on FFATA requirements

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of the Act is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

Definition of compensation

Your organization is considered a subrecipient of federal funds. Unless your organization is exempt, FFATA requires you to report total compensation for each of your five most highly compensated executives for the preceding completed year. Total compensation means the cash and non-cash dollar value earned by the executive during the subrecipient's preceding fiscal year and includes the following: salary and bonus; awards of stock, stock options, and stock appropriation rights; earnings for services under non-equity incentive plans; change in pension value; above-market earnings on deferred compensation which is not tax-qualified; and other compensation as defined in 2 CFR Part 170, Section 170.330(b)(5)(vi).

More detailed information about the FFATA can be found at: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>

If you have any questions, contact:

Jeff Flowers
Program and Funding Services Manager
Oregon Department of Transportation
555 13th Street NE
Salem, OR 97301
Jeffrey.A.FLOWERS@odot.state.or.us
Telephone: 503-986-4453