



DAN JOHNSON
DIRECTOR

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

November 6, 2025

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of a Memorandum of Understanding with the Oregon Department of Transportation for the Amisigger Road Roundabout Project. Total Project Value is \$5,675,465 for 5 years. Funding is through the Community Road Fund. No County General Funds are involved.

Previous Board Action/Review	04/28/22: Approval of a contract with Kittelson & Associates, Inc. for the Amisigger Road at OR 224 Intersection Improvements Project 09/05/24: Approval of an Intergovernmental Agreement with ODOT for Technical Services on OR 224 at Amisigger Road Roundabout Project		
Performance Clackamas	The project will build strong infrastructure.		
Counsel Review	Yes	Procurement Review	N/A
Contact Person	Mike Ward	Contact Phone	503-742-4688

EXECUTIVE SUMMARY: Oregon Highway 224 (OR 224) is a part of the state highway system under the jurisdiction and control of the State of Oregon through ODOT. A MOU is required to document the shared understanding between Clackamas County and ODOT on the acceptance of certain properties obtained through the County’s right of way acquisition process required for the Amisigger Road at OR 224 Project. ODOT refers to the project as the Amisigger Roundabout, which is the title of the MOU. Right of way that will be acquired for the project will be completed by the County and relinquished to ODOT at the completion of the project.

The intersection of Amisigger Road with OR 224 was recommended by the Community Road Fund Committee as a high priority congestion relief improvement project. The total cost of the project is \$5,675,465. Construction of the project is expected to be initiated during the fall of 2026.

RECOMMENDATION: Staff respectfully recommends the Board of County Commissioners approve and sign the attached MOU with ODOT for the Amisigger Road at OR 224 Project.

Respectfully submitted,

Dan Johnson

Dan Johnson
Director of Transportation & Development

For Filing Use Only

MEMORANDUM OF UNDERSTANDING
Project Name: Amisigger Roundabout

This Memorandum of Understanding (MOU) is made and entered into by and between the State of Oregon by and through its Department of Transportation, hereinafter referred to as "State;" and Clackamas County, by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as the "Party" or "Parties".

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110 and 283.110, state agencies may enter into agreements with units of local government or other state agencies for the performance of any or all functions and activities that a Party to the agreement, its officers, or agents have the authority to perform.

NOW THEREFORE, the Parties agree to the following:

TERMS AND CONDITIONS

1. It is the intent of State and Agency to document in this MOU, the States intended acceptance from Agency of certain property(s) shown and described on Exhibit A, attached hereto and made a part hereof. Agency agrees to relinquish said property(s) to State in accordance with the terms of this MOU upon its execution.
2. State and Agency intend that, if an impasse or disagreement should occur on issues pertaining to the MOU, a collaborative process will be initiated to resolve the difference. A collaborative process may be requested by either Party and will conform to the best practices for mediation, as prescribed by the Oregon Resolution Program.
3. This MOU shall become effective when all required signatures have been obtained and shall remain in effect for five (5) years when this MOU automatically terminates.
4. The terms of this MOU shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written agreement signed by the Parties.
5. The terms of this MOU may be amended or terminated by mutual written consent of the Parties.
6. The foregoing Memorandum is a nonbinding proposal and is not and should not be construed as a commitment by either Party. Notwithstanding the signing or delivery of the Memorandum, any past, present or future actions; or approvals by either Party based upon this Memorandum, neither Party is under any legal obligation with respect

to the intentions outlined above and no binding commitment of any nature whatsoever will be implied.

- 7. This MOU is not intended to create a legally binding Agreement and is not a commitment by either Party.
- 8. This MOU may be executed in several counterparts (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 executed MOU shall constitute an original.

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

CLACKAMAS COUNTY by and through its elected officials

By _____

Date _____

APPROVAL RECOMMENDED

By _____

Date _____

Agency Contact:

Mike Ward / Project Manager
150 Beaver Creek Rd
Oregon City, OR 97045
971-352-2487
Mward@clackamas.us

State Contact:

Robby Cox / District Access Coordinator
2225 NW Campus Dr.
Estacada, OR 97023
503-667-7441
Robert.w.cox@odot.oregon.gov

STATE OF OREGON, by and through its Department of Transportation

By _____

Ted Miller, ODOT R1 Maintenance & Operations Manager

Date _____

APPROVAL RECOMMENDED

By _____

Will Ewing, District 2C Manager

Date _____

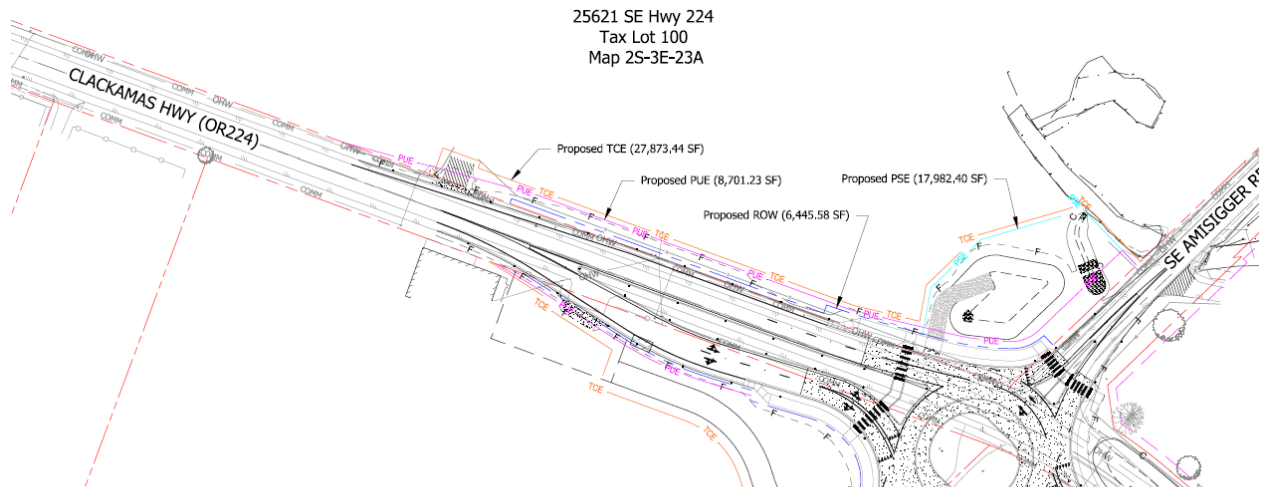
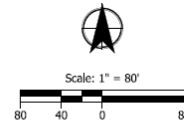
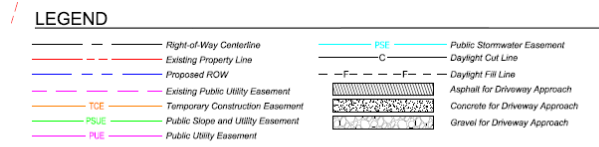
REVIEWED FOR STATE BY

By _____

N.A.
Assistant Attorney General

Date _____

EXHIBIT A



KITTELSON & ASSOCIATES Tax Lot 100 ROW Map
 Amisiger Road at OR 224 Intersection Improvements