



## Lane County

Public Works Department / Transportation Planning Division  
3040 North Delta Hwy. / Eugene, Oregon 97408  
Phone: 541-682-6936 / fax: 541-682-8354

W.10.e.

SUPPLEMENTAL MATERIAL

May 18, 2010 Supplementary Memo

TO: Board of County Commissioners

FROM: Celia Barry, Public Works, Transportation Planning & Traffic

RE: IN THE MATTER OF ADOPTING THE PUBLIC WORKS FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEAR 2010/2011 - FISCAL YEAR 2014/2015

At a March 12, 2010 public hearing, the Board discussed the matter of adopting the County's 2011-2015 Capital Improvement Program(CIP). The Board left the hearing record open and set another public hearing for May 19, 2010. Staff was also asked to come back with additional information on the CIP proposed \$1.03 million allocation for the Interstate 5 at Coburg Interchange Area Improvement project (I-5 @ Coburg project).

### I. FOLLOW-UP QUESTIONS AND RESPONSES

**1. The I-5 @ Coburg project was originally intended to address traffic problems that don't exist anymore. Could the project be scaled down? Could a piece of this Phase be constructed entirely in the City of Coburg?**

The original project was to replace the bridge at Coburg over Interstate 5. The bridge consists of County Roads Pearl Street on the west side and Van Duyn Road on the east side of the Interchange. The intent was to address operational and safety problems associated with the Coburg Industrial Way Industrial area, which was experiencing a high level of economic success and employing workers from the Eugene-Springfield area and other areas outside of Coburg. This created congestion on the bridge and on I-5. The project was phased due to funding shortfalls, Phase I is significantly scaled down from the original bridge replacement project. Only Phase I is funded. All Phase I improvements are to County and City roads within the city limits.

Phase 1 improvements include: realignment of Roberts Road to meet the existing signalized Coburg Industrial Way intersection, constructed to serve freight vehicles; closing the existing Roberts Road approach on Pearl Street; installing a new, exclusive eastbound right-turn lane on Pearl Street leading up to and extending onto the southbound on-ramp to Interstate 5; installing a northbound left-turn pocket northbound from realigned Roberts Road (to be renamed Coburg Industrial Way); and, adding a second, southbound dedicated left turn lane on Coburg Industrial Way North for a distance of 425 feet. Improvements would include pedestrian and bicycle facilities.

Phase 1 would also include: working with Lane Transit District to expand Bus Rapid Transit to Coburg and market LTD's bus pass, vanpool, and carpool programs; investigation of a future park and ride; acquisition of right of way for the future bridge replacement, and access control purchases. The purpose of access purchase is to protect the function of the interchange by restricting access to new or changed land uses that could occur within the interchange area. No interchange-related improvements would occur outside the city limits with existing funding.

## **2. The Board wants land use issues addressed.**

Until ODOT purchases access control within the interchange area, the Coburg Interchange Area Management Plan (IAMP) provides that new land uses that would result in a level of traffic that exceeds the current level of traffic would require written ODOT approval, subject to applicable county or city codes.

If the bridge replacement is funded and provides excess capacity to the interchange area, the IAMP provides limits to mobility (level of traffic) consistent with the Coburg Comprehensive Plan. ODOT will use access control to ensure land uses are limited to what is permitted in the currently adopted Coburg Comprehensive Plan. Until such time as Coburg updates its Comprehensive Plan, no land uses that increase average daily traffic, or increase truck traffic, are permitted. By protecting the interchange through policies that limit land uses that would result in additional traffic, and through access purchases by ODOT to control land uses through access management, Coburg will be able to more efficiently redevelop on the west side of the interchange.

The Coburg Industrial area is currently in the same economic recession as all of Lane County. However this is prime industrial land and it is expected to revive. In fact hiring is reportedly increasing at Monaco. Phase I improvements will allow Coburg to attract industry within the city limits. This will benefit all of Lane County.

## **3. What is the impact on the earmark if the County match were withdrawn? Are there options to move the earmark to another project?**

The earmark cannot be moved to another project unless Congress, specifically Congressman DeFazio, decides to do so. Withdrawing the County match means the local match must come from some other non-federal funding source. ODOT could decide to cover the match, possibly transferring the money from some other Lane County project. An action by Lane County to remove its match at this time could have implications for future appropriations requests made by Lane County.

### **Lane County-ODOT Intergovernmental Agreement for \$1.03 million**

The 2008-2012 CIP adopting Board Order 07-5-16-7 (Attachment 1) delegated authority to the County Administrator to execute all contracts and agreement in connection with 2008-2012 CIP projects, including the Coburg I-5 Interchange project. An intergovernmental Agreement (Attachment 2) was executed accordingly.

Prior to the award of a construction contract for the project, either party may terminate the IGA with 30 days notice (General Provisions, clause 2, page 3). However, Agency Obligations, Clause 1, pages 2-3, provides that, "Agency [Lane County] certifies that throughout the term of this Agreement sufficient funds shall be available in its account to cover its contribution. In the event such funds are not available in its account, ODOT shall withhold Agency's proportional share of Highway Fund distribution in an amount equal to Agency's contribution under this agreement."

Therefore, if Lane County withdraws the \$1.03 million allocation for this project from the CIP, ODOT may take the position that a like amount of funding will be withheld from the County's Highway Fund allocation. Whether this clause of the IGA is valid if the IGA is terminated is open to interpretation.

## **4. If we adopt the CIP with the Coburg Phase I funding intact, does this commit Lane County to more than Phase I?**

No, adopting this project now will not commit to future phases. Staff proposes revising the CIP to clearly state that the county's participation is limited to Phase 1 only (see Attachment 3).

#### **5. Can we use the earmark for what it was originally intended?**

The original project was to replace the bridge at Coburg over Interstate 5. The original estimate for the bridge replacement was \$12.5 million, far short of today's estimate of approximately \$32.4 million.

In light of the significant funding shortfall, ODOT re-examined the bridge replacement as a solution and developed short term fixes that could be constructed with available funds. The bridge replacement is still necessary because the height of the bridge is substandard. However, there is no funding identified for the bridge replacement.

## **II. PHASE I STATUS AND FUNDING DETAILS**

Phase I plans are 80% complete. The Phase I project is currently estimated to cost approximately \$15.4 million. It is funded through a combination of sources. The project relies on \$2.4 million in state modernization funds, and \$12 million in two federal earmarks for \$3 million and \$9 million. Per an intergovernmental agreement, the remaining \$1 million would come from the Road Fund as a local match to the federal funds.

The \$12 million in federal earmarks was obtained through a Lane County and Coburg United Front effort that began in 2004. The earmarks came from an annual appropriation and from the last reauthorization of the six-year Transportation Bill (Safe, Accountable, Flexible, Efficient Transportation Equity Act: A legacy for Users, or SAFETEA-LU). This bill expired in 2009 and was extended to September 30, 2011 to maintain solvency of the highway fund. The house is currently debating a reauthorization of SAFETEA-LU. Unobligated projects may be subject to rescission.

## **III. OTHER RELATED BOARD ACTIONS**

### **1. Coburg Transportation System Plan Co-Adoption**

The Board co-adopted the Coburg TSP on November 1999, by Ordinance No. PA 1139. It included the Coburg/Interstate 5 Interchange Refinement Plan.

### **2. Capital Improvement Program (CIP)**

The 2005-2009, 2006-2010, and 2007-2011 CIPs allocated \$2.5 million to the I-5 @ Coburg project. The 2008-2012, 2009-2013, and 2010-2014 CIPs allocated \$1.03 million.

### **3. Coburg IAMP**

The Board co-adopted the IAMP by Ordinance No. PA-1258 on October 20, 2009.

### **4. Design Concept Hearing and Approval**

The Board held a public hearing and approved the Design Concept for Pearl Street and Coburg Industrial Way, by Board Order 09-8-5-3.

## **IV. FUTURE BOARD ACTION REQUESTS**

### **1. Access Management IGA**

County staff worked with ODOT to finalize a draft Access Control IGA that staff anticipates placing on the Consent Calendar for June 9, 2010, to allow the County Administrator to execute it.

### **2. IGA for Project Construction on County and City Facilities**

ODOT is preparing this IGA for County staff review, and eventual submittal to the Board as a consent calendar item to allow the County Administrator to execute it.

### **3. Coburg IAMP Implementation**

County staff is working on a plan amendment and zone change pursuant to the adopted IAMP policies and actions. The Lane County Planning Commission is scheduled to hold a work session and public hearing on June 15, 2010 for establishing a new IAMP Combining Zone in Lane Code. This action will also amend the Lane County Transportation System Plan to make references to the adopted IAMP.

### **ATTACHMENTS**

1. Board Order 07-5-16-7
2. Cooperative improvement Agreement April 2008
3. Proposed 2011-2015 CIP Revisions

PASS

IN THE BOARD OF COMMISSIONERS OF LANE COUNTY  
STATE OF OREGON

ORDER NO.  
07-5-16-7

) IN THE MATTER OF ADOPTING THE PUBLIC  
) WORKS FIVE-YEAR CAPITAL IMPROVEMENT  
) PROGRAM FOR FY 07/08 - FY 11/12

**WHEREAS**, the Board of County Commissioners has adopted a process as outlined in Lane Manual 15.575 for annual review and development of a Five-Year Public Works Capital Improvement Program; and

**WHEREAS**, a recommended Five-Year Capital Improvement Program has been developed in keeping with that process, including staff analysis, citizen involvement, the conducting of a public hearing on February 28, 2007 by the Roads Advisory Committee, and deliberation and a recommendation on the Capital Improvement Program by the Roads Advisory Committee on April 25, 2007; and

**WHEREAS**, the Board of County Commissioners held a public hearing on May 16, 2007 on the recommended Public Works Five-Year Capital Improvement Program; and

**WHEREAS**, the Board of County Commissioners discussed and considered public testimony, staff analysis, and the recommendation of the Roads Advisory Committee; **NOW THEREFORE, BE IT**

**ORDERED**, that the FY 07/08 through FY 11/12 Department of Public Works Capital Improvement Program, as attached hereto as Exhibit A, be adopted; **AND, BE IT FURTHER**


**ORDERED**, that the County Administrator be delegated authority as described in LM 21.145 to execute contracts and agreements for any projects as attached hereto in Exhibit A; **AND, BE IT FURTHER**

**ORDERED**, that staff pursue all necessary actions to ensure timely construction of projects scheduled for FY 07/08; **AND, BE IT FURTHER**

**ORDERED**, that staff perform preliminary design activities, acquire right-of-way, prepare planning actions and permit applications necessary to ensure that projects scheduled for FY 007/08 through FY 11/12 remain on schedule; **AND, BE IT FURTHER**

**ORDERED**, that the cost of such actions and preparations, including any damages, be paid from the County Road Fund or in any manner permitted by law as authorized by the Department of Public Works or as further authorized by the Board of County Commissioners.

**DATED** this 16th day of May, 2007.

|   |
|---|
| APPROVED AS TO FORM   |
| Date <u>5-7-07</u> Lane County  |
|  |
| OFFICE OF LEGAL COUNSEL   |

  
\_\_\_\_\_  
Chair, Lane County Board of Commissioners

April 23, 2008

Misc. Contracts and Agreements  
No. 23,602

**COOPERATIVE IMPROVEMENT AGREEMENT  
HIGH PRIORITY PROJECT  
I-5 Coburg Interchange  
Lane County**

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State," and LANE COUNTY, acting by and through its board of directors, hereinafter referred to as "Agency."

**RECITALS**

1. Interstate 5 (I-5), is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission.
2. By the authority granted in ORS 190.110, 366.572 and 366.576, State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
3. Under provisions of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), which provides authorization for Federal-aid highways, highway safety programs, and transit programs, and for other purposes, State is required to set aside federal funds over the five years of SAFETEA-LU for High Priority Projects.
4. By the authority granted in ORS 366.425, State may accept deposits of money or an irrevocable letter of credit from any county, city, road district, person, firm, or corporation for the performance of work on any public highway within the State. When said money or a letter of credit is deposited, State shall proceed with the Project. Money so deposited shall be disbursed for the purpose for which it was deposited.

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

**TERMS OF AGREEMENT**

1. Under such authority, State and Agency agree that this Agreement serves as a funding agreement to identify the funding obligations for the I-5 Coburg Interchange project that will replace the structure over I-5 with a modern structure of appropriate width to provide adequate bicycle and pedestrian facilities; realign ramps as needed; signalize the southbound ramp terminal intersection; realign a local road south of the

Key No. 14649

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interchange to improve intersection spacing standards on the crossroad; and improve access control on the north side of the interchange by acquiring access control and developing a system of frontage and or local roadways, hereinafter referred to as "Project."

2. The Project will be financed at an estimated cost of \$20,700,000 in State, Federal and Agency funds. The Project shall be conducted as a part of the High Priority Projects authorized under SAFETEA-LU. The High Priority Projects funds available for the Project are estimated at \$9,000,000 with Agency providing the match for the federal funds. The federal pro-rata funding for the Project is 89.73 percent and provided federal funds will be subject to annual obligation limitations and possible rescissions. The funds shall be used for all phases of work. In the event the actual cost of the Project exceeds the estimate, State shall, at its sole discretion determine whether to provide additional funds to the Project or to modify the Project as necessary to keep costs within the estimate.
3. The High Priority Projects Numbers and Project Descriptions are as shown in the table below:

| High Priority Projects Number | Project Description                          |
|-------------------------------|--|
| 1526                          | Interstate 5 Interchange at City of Coburg   |
| 4704                          | For Interstate 5 interchange, City of Coburg |

4. The federal funding for this Project is contingent upon approval by the Federal Highway Administration (FHWA). Any work performed prior to acceptance by FHWA will be considered nonparticipating and paid for at Agency expense. The Catalog of Federal Domestic Assistance (CFDA) number for this Project is 20.205.
5. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or ten calendar years following the date all required signatures are obtained, whichever is sooner.

#### **AGENCY OBLIGATIONS**

1. Agency shall upon notification from State no more than 60 days prior to bid advertisement for Project that such advertisement will occur and Agency contribution will be needed, sign an irrevocable limited power of attorney to access the Local Government Investment Pool account of Agency in the amount of \$1,030,000 for the Project. Such contribution being Agency's required match for the \$9,000,000 federal earmark. Agency certifies that throughout the term of this Agreement sufficient funds shall be available in its account to cover its contribution. In the event such

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funds are not available in its account, ODOT shall withhold Agency's proportional share of Highway Fund distribution in an amount equal to Agency's contribution under this Agreement.

2. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required workers' compensation coverage unless such employers are exempt under ORS 656.126. Agency shall ensure that each of its subcontractors complies with these requirements.
3. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after completion of Project. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
4. Agency's Project Manager for this Project is Bill Morgan, or designee, 3040 North Delta Highway, Eugene, Oregon, 97408-1696; telephone (541) 682-6990.

#### **STATE OBLIGATIONS**

1. State shall, no more than 60 days prior to bid advertisement for Project, provide Agency notice of such advertisement and forward to Agency a request to sign an irrevocable limited power of attorney to access the Local Government Investment Pool account of Agency for \$1,030,000, said amount being equal to Agency's contribution towards Project. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete Project.
2. State shall only withdraw Agency funds from the Local Government Investment Pool as needed to provide the match for federal funds as Project expenditures occur.
3. State's Project Manager for this Project is Candice Stich, Area 5 Project Leader, or designee, 644 A Street, Springfield, Oregon 97477; telephone (541) 744-8080.

#### **GENERAL PROVISIONS**

1. Prior to the award of a construction contract for the Project, this Agreement may be terminated by either party upon 30 days' notice, in writing and delivered by certified mail or in person.
2. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:



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- a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
  - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
  - c. If Agency fails to provide payment of its share of the cost of the Project.
  - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
  - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.
  4. Both parties shall, to the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, indemnify, defend, save, and hold harmless each other, their officers and employees from any and all claims, suits, and liabilities which may occur in their respective performance of this Project.
  5. Notwithstanding the foregoing defense obligations under paragraph 4 above, neither party nor any attorney engaged by either party shall defend any claim in the name of the other party or any agency, department, or division of such other party, nor purport to act as legal representative of the other party or any of its agencies, departments, or /divisions, without the prior written consent of the legal counsel of such other party. Each party may, at any time at its election assume its own defense and settlement in the event that it determines that the other party is prohibited from defending it, or that other party is not adequately defending its interests, or that an important governmental principle is at issue or that it is in the best interests of the party to do so. Each party reserves all rights to pursue any claims it may have against the other if it elects to assume its own defense.
  6. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all parties,

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notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

7. This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year hereinafter written.

Through adoption of the FY08-12 Capital Improvement Program, the Lane County Board of Commissioners has approved the I-5 Coburg Road Interchange Project authorizing the County Administrator to sign and execute this Agreement on behalf of Lane County.

This Project is in the 2006-2009 Statewide Transportation Improvement Program, (Key #14649) that was approved by the Oregon Transportation Commission on August 17, 2005 (or subsequently approved by amendment to the STIP).

The Oregon Transportation Commission on June 18, 2003, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations. Day-to-day operations include those activities required to implement the biennial budget approved by the Legislature, including activities to execute a project in the Statewide Transportation Improvement Program.

***Signature Page to Follow***

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On September 15, 2006, the Director of the Oregon Department of Transportation approved Subdelegation Order No. 2, in which the Director delegates to the Deputy Director, Highways, the authority to approve and sign agreements over \$75,000 when the work is related to a project included in the Statewide Transportation Improvement Program.

**LANE COUNTY**, by and through its Board of Commissioners

By Jeff Spartz  
Jeff Spartz, County Administrator

Date 4-30-08

**APPROVED AS TO LEGAL SUFFICIENCY**

By [Signature]  
Agency Counsel

Date 4/24/08

Agency Contact:  
Bill Morgan  
Lane County  
3040 North Delta Highway  
Eugene, Oregon 97408-1696

**STATE OF OREGON**, by and through its Department of Transportation

By [Signature]  
Deputy Director, Highway

Date 22 MAY 09

**APPROVAL RECOMMENDED**

By [Signature]  
Technical Services Manager/Chief Engineer

Date 5-22-08

By [Signature]  
Region 2 Manager

Date 5-13-08

By [Signature]  
Region 2 Project Delivery Manager

Date 5-13-08

**APPROVED AS TO LEGAL SUFFICIENCY**

By [Signature]  
Assistant Attorney General

Date 5/20/08

## LANE COUNTY PUBLIC WORKS CAPITAL IMPROVEMENT PROGRAM

**Executive Summary**

Lane County Capital Improvement Program Fiscal Years 2011 through 2015 (CIP) is a five-year planning document containing potential projects that will be publicly bid for construction during the next five years. It is prepared with consideration of the County's fiscal forecast for the next five years and with public input. The CIP was reviewed and discussed at Roads Advisory Committee (RAC) meetings held in Eugene this winter, including a public hearing held in February 2010. The Board of County Commissions adopted the document after a second public hearing in May 2010. This publication becomes effective July 1, 2010.

This CIP is prepared responsive to county's fiscal position. Lane County anticipates spending about \$23.182 million road fund dollars for capital improvement projects under the program. A good portion of the Road Fund (about \$20.279 million) is allocated towards pavement preservation needs during this update cycle.

This CIP update continues to show two previously committed projects involving external funding which are scheduled to be complete by the end of the first year. Lane County is contributing **(Phase 1 only)** to local improvements to Pearl Street and its intersection with Coburg Industrial Way as part of the Coburg Interstate-5 Interchange Area initiated by the Oregon Department of Transportation (ODOT). Likewise, the County is providing roadway related improvements to complement the ODOT-Rail initiated railroad crossing safety improvement project on Irving Road. Both previously committed projects are in the design phase.

The remaining allocations are mostly for the local match required for securing external funding. The match money will bring in additional \$13.4 million in external funding for county roadway improvements in the next five years. This adopted CIP contains no general construction projects for this update cycle.

The CIP also provides project information sheets at the end of the document describing project scope, cost, and proposed solutions for each project included in the CIP.

The project status sheet at the end of this document provides the status of past CIP projects.

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The Payment to Other Agencies category is continued to complete previously committed **(Phase 1 only)** funding for the Coburg Interchange Area improvements. The amount carried forward will be paid to ODOT in FY10-11 as the County's contribution for this ODOT project, pursuant to the I-5 /Coburg Interchange Area Management Plan (IAMP).

The summary tables beginning page 21 in the next section show detailed project listings and estimated project costs.

**Table 11: Payments and Matches to Other Agencies**

| CATEGORY   | FY 10-11    | FY 11-12 | FY 12-13 | FY 13-14 | FY 14-15 | 5 YR Total  |
|--|-------------|----------|----------|----------|----------|-------------|
| PAYMENTS AND MATCHES TO OTHER AGENCIES             |             |          |          |          |          |             |
| I-5/Coburg Interchange (Local Match) <sup>16</sup> | \$1,030,000 |          |          |          |          | \$1,030,000 |
| TOTAL  | \$1,030,000 |          |          |          |          | \$1,030,000 |

**Table 12: Fish Passage Projects**

| CATEGORY: FISH PASSAGE PROJECTS         | FY 10-11  | FY 11-12 | FY 12-13 | FY 13-14 | FY 14-15 | 5 YR Total |
|---|-----------|----------|----------|----------|----------|------------|
| Fish Passage Project Fund <sup>17</sup> | \$50,000  |          |          |          |          | \$50,000   |
| Five Rivers Rd, mp 3.9 <sup>18</sup>    | \$900,000 |          |          |          |          | \$900,000  |
| TOTAL                                   | \$950,000 |          |          |          |          | \$950,000  |

<sup>16</sup> This is Lane County's contribution allocation (Phase 1 only) towards a \$9,000,000 federal earmark for an ODOT initiated local improvement project. ODOT has programmed a \$15.6 million dollar project utilizing federal earmark, county match and state funds towards local improvements pursuant to the Coburg Interstate-5 Interchange Area Management Plan. The plan calls for replacing the existing overpass and other major improvements in a future project phase. These future improvements are not funded and not included in this project scope. Lane County is not obligated to participate in future phases.

<sup>17</sup> This allocation in the Fish Passage Fund represents a set-aside amount that can be used for future projects and allows Public Works and partner agencies to plan for and/or request funds as projects become imminent.

<sup>18</sup> The amount shown is the total construction cost for replacing five culverts on Five Rivers Rd. Lane County applied for \$600,000 in Highway Trust Funds Aquatic Passage funds in October 2009, but recently learned that the grant is not available at this time. Staff will pursue other funding opportunities (see the Project Information Sheet for additional detail).

## LANE COUNTY PUBLIC WORKS CAPITAL IMPROVEMENT PROGRAM

**PROJECT NOTES AND MAP KEY NUMBERS**

**(1) Sweet Creek Road:** The Sweet Creek Road Retaining Wall project limit is between mp 1.95 to 2.15. The project replaces about 1050 feet of the existing tieback retaining wall. The existing retaining wall will be moved closer to the roadway. A guardrail along the river is also proposed. This project is funded through the Oregon Forest Highway Program.

**(2) Five Rivers Road:** Around mp 3.9 of Five Rivers Road five existing aged culverts need replacement. The Oregon Department of Fish and Wildlife identified these culvert impede fish passage. This project will address the environmental issue when the culverts are replaced.

**(3) Deadwood Loop Road:** The Deadwood Covered Bridge on this road is proposed for reroofing. The bridge is load posted for 10 ton limit. The reroofing project will shed some weight that will free up some weight for vehicular traffic. The funding for this project is not secured. Staff anticipates this project fund through a grant from the National Historic Covered Bridge Program.

**(4) Irving Road:** The project is located at around mp 2.04 of Irving Road. It has roadway improvement and railroad crossing components. The Surface Transportation Program for the Metro area (STP-U) approved funding for urban improvements that will close the gap of unimproved roadway in the vicinity of the existing railroad crossing. The ODOT Rail is upgrading the existing railroad crossing, separately funded through the federal Highway-Railroad Crossing program (Section 130).

**(5) Hyacinth Street:** Hyacinth Street will be provided with a sidewalk on the west side of the road. The project limit starts from Calla Street and ends at the Irvington Drive. The sidewalk will provide walking connectivity between Irving Road and Irvington Drive and safe walking access for schoolchildren going to Irving Elementary School. The project is recently approved for STP-U funds in Lane County.

**(6) Pearl Street / Coburg Industrial Way:** Pearl Street is proposed for a roadway widening and sidewalks in the ODOT initiated local improvement project under the Coburg I-5 Interchange Area Improvement project. The project will also address capacity issues at the intersection of Coburg Industrial Way and Pearl Street. Lane County will pay \$1.03 million to ODOT for the improvement Phase 1 only. Lane County will not be obligated to participate in future phases.

**(7) 30<sup>th</sup> Ave:** This project limit for the 30<sup>th</sup> Ave Overlay project is mp 0 to 2.0, from I-5 to Spring Boulevard. The project will overlay the road with a 3" thick asphalt concrete. This project is also funded through STP-U.

**(8) Wendling Road:** The Wendling Covered bridge on this road is proposed for reroofing. This is a placeholder project; the project scope and funding source will be updated as it nears construction. Staff anticipates this project fund through a grant from the National Historic Covered Bridge Program.

**(9) Goodpasture Road:** The Goodpasture Covered bridge on this road is proposed for reroofing and painting. The project scope is likely to be changed to address structural issues recently found in the structural members. This project is shown as a placeholder project in this CIP and the project scope and funding information will be updated when a decision is made by the Board of County Commissioners. Staff anticipates this project fund through a grant from the National Historic Covered Bridge Program.

**(10) Pengra Road:** The Pengra Covered bridge on this road is proposed for reroofing. This is a placeholder project that will need to be executed in the near future. The project scope and funding information will be updated as it nears construction. Staff anticipates this project fund through a grant from the National Historic Covered Bridge Program.

**(11) Layng Road:** The Layng Covered bridge on this road is load posted to 8 tons. The initial scope of the project is to reroof the bridge and rehabilitate some of the deteriorated structural members. The project scope and funding information will be updated as it nears construction. Staff anticipates this project fund through a grant from the National Historic Covered Bridge Program.

**(12) Metro Area County Roads:** The county controlled traffic signals in the Metro are proposed for upgrade in this CIP. They are mostly located in the River Road / Santa Clara area. Locations for this project are shown separately on page 32.

**I-5 Coburg Interchange Modernization Project, Phase 1**  
**Pearl Street MP 0.403 to 0.635**  
**Estimated Road Fund Cost \$1,030,000**

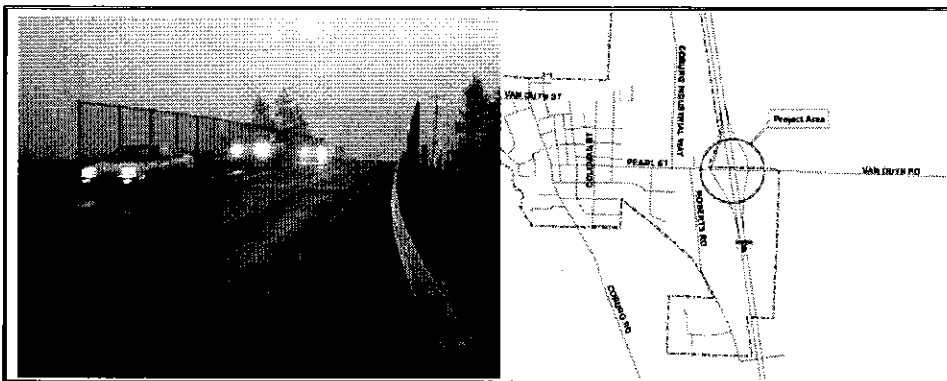


**Project Scope: Improve Pearl Street and N Coburg Industrial Way to urban road standards to accommodate truck traffic as part of an ODOT initiated interchange modernization project**

|                         |                 |                         |                         |
|-------------------------|-----------------|-------------------------|-------------------------|
| <b>Project Limit</b>    | MP 0.403 -0.635 | <b>Road Name</b>        | Pearl St/ Coburg I.     |
| <b>Functional Class</b> | Minor Arterial  | <b>Project Status</b>   | Adopted                 |
| <b>Length</b>           | 0.232 mile      | <b>Project Category</b> | Payment to Other Agency |

**Existing Roadway Condition**

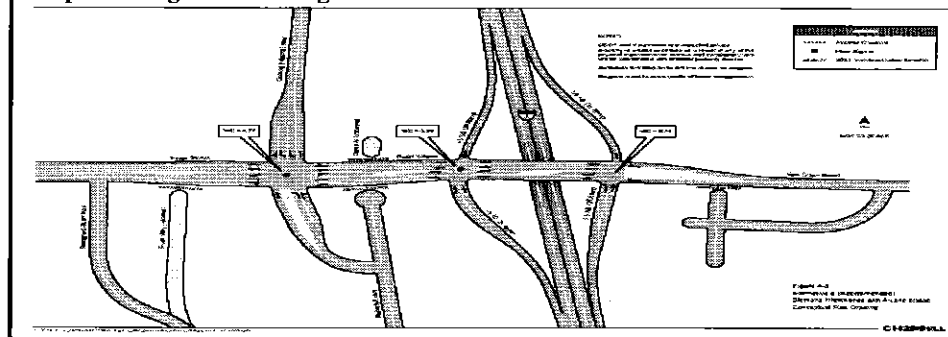
|                      |                  |                   |                                     |
|----------------------|------------------|-------------------|-------------------------------------|
| <b>ADT</b>           | 13,500           | <b>Crash Rate</b> | 0.20 crash / mil veh                |
| <b>Pavement Type</b> | Asphalt Concrete | <b>Sidewalk</b>   | <input type="checkbox"/>            |
| <b>PCI</b>           | 76               | <b>Curb</b>       | <input checked="" type="checkbox"/> |
| <b>Width</b>         | 45 feet          | <b>Bike Lane</b>  | <input type="checkbox"/>            |



**Define the Problem**

Pearl Street has high truck traffic volume due to its proximity of the I-5 Interchange. The roadway is unimproved near the interchange and congested during peak hours. ODOT is planning an upgrade to the existing interchange to address high truck traffic in the area. Pearl Street and N Coburg Industrial Way are an integral part of the interchange.

**Proposed Alignment Change**





**I-5 Coburg Interchange Modernization Project, Phase 1**  
**Pearl Street MP 0.403 to 0.635**  
**Estimated Road Fund Cost \$1,030,000**



**Proposed Solution**

Lane County is participating in an ODOT initiated local improvement project (Phase 1 only) encompassing two Lane County roads inside the I-5 Coburg Road Interchange influence area. The local improvement project will add turn lanes, bike lanes, sidewalks, and storm drainage on the unimproved county roads.

**Project Cost (\$000,000s)**

| PROJECT ELEMENT            | TOTAL  | FY 11  | FY 12 | FY 13 | FY 14  | FY 15 |
|----------------------------|--------|--------|-------|-------|--------|-------|
| Prelim Engineering         | \$3.0  | \$3.0  |       |       |        |       |
| Right-of-way Phase 1       | \$6.0  | \$6.0  |       |       |        |       |
| Construction Engineering   | \$1.0  | \$1.0  |       |       |        |       |
| Construction Phase 1       | \$4.6  | \$4.6  |       |       |        |       |
| Overpass structure Phase 2 | \$32.4 |        |       |       | \$32.4 |       |
| Utility Relocation         | \$1.0  | \$1.0  |       |       |        |       |
| Total Cost                 | \$48   | \$15.6 |       |       | \$32.4 |       |

**Funding Source (\$000,000s)**

| FUND SOURCE     | TOTAL  | FY 11  | FY 12 | FY 13 | FY 14  | FY 15 |
|-----------------|--------|--------|-------|-------|--------|-------|
| Road Fund       | \$1.03 | \$1.03 |       |       |        |       |
| Federal Earmark | \$9    | \$9    |       |       |        |       |
| ODOT STIP       | \$5.6  | \$5.6  |       |       |        |       |
| State Aid       | 0      | 0      |       |       |        |       |
| Unsecured Funds | \$32.4 | 0      |       |       | \$32.4 |       |
| Other           | 0      | 0      |       |       |        |       |
| Total Fund      | \$48   | \$15.6 |       |       | \$32.4 |       |

**Factors for Project Selection**

|                                 |                                     |                                     |                                     |                                     |                          |
|---------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|--------------------------|
| Safety Improvement              | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Plan Consistency                    | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Structural Capacity Enhancement | <input type="checkbox"/>            | <input type="checkbox"/>            | Economic Development                | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Congestion Improvement          | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Supports Tourism, Recreation        | <input type="checkbox"/>            | <input type="checkbox"/> |
| Provides Bike/Ped Alternative   | <input type="checkbox"/>            | <input type="checkbox"/>            | Preserves Bridge Pavements          | <input type="checkbox"/>            | <input type="checkbox"/> |
| Degree of Users Benefits        | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Has Public Support (Public Request) | <input type="checkbox"/>            | <input type="checkbox"/> |
| Leverages Other Projects/Funds  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Total Factor Considered             | 9                                   |                          |

**Footnotes**<sup>+</sup>

<sup>+</sup> (1) Lane County recently adopted the Coburg I-5 Interchange Area Management Plan (IAMP) that plans to modernize the existing interchange at I-5 MP 199. County roads Pearl Street and Van Duyn Road, are an integral part of the IAMP and are planned for improvements in phases. This project is programmed as part of IAMP Phase 1 implementation for which ODOT has secured federal Earmark funding. The amount shown in the CIP is a portion of local match required for federal funding of Phase 1.

(2) Phase 1 includes right-of-way acquisition and local improvements on the west side of I-5. Phase 2 includes widening of the existing overpass bridge structure for which funding has not been identified at this time. Lane County is not obligated to participate in Phase 2 of the project.

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(3) The \$1.03 million road fund allocation has been continued in this update cycle, and is expected to be expended in FY 2011. Originally, the road fund allocation was \$2.5 million based upon a 20% local match for a \$13 million federal dollar earmark. This amount was reduced to the current level during CIP 08-12.

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(4) The Phase 1 project has advanced to the design phase. The ODOT project team anticipates the project will be bid let for construction in May 2011. Construction will continue for two construction seasons.

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