

M14 E2
03-1-6-12

AGENDA COVER MEMO

DATE: January 6, 2003

TO: Lane County Board of Commissioners

DEPT: Public Works

PRESENTED BY: Sonny Chickering
County Engineer

AGENDA ITEM TITLE: In the Matter of Reducing the Project Scope and Extending Completion Time for the City of Oakridge Rainbow Street Community Development Road Improvement Assistance Project

I. MOTION

THAT THE BOARD ORDER BE ADOPTED AUTHORIZING AN AMENDMENT TO REDUCE THE PROJECT SCOPE AND EXTEND THE COMPLETION TIME FOR THE CITY OF OAKRIDGE RAINBOW STREET COMMUNITY DEVELOPMENT ROAD IMPROVEMENT ASSISTANCE PROJECT AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE AMENDMENT

II. ISSUE OR PROBLEM

Should an amendment be authorized reducing the project scope and extending the completion time for the City of Oakridge Rainbow Street Project?

III. DISCUSSION

A. Background.

On November 29, 2000, the Board adopted Board Order 00-11-29-5 that awarded \$175,000 to the City of Oakridge for the improvement of Rainbow Street under the Community Development Program. Lane County entered into an intergovernmental agreement with the city on January 17, 2002.

B. Analysis.

Part of the funding for this project was to come from the creation of a local improvement district (LID) along a portion of the project limits. Remonstrating property owners were successful in preventing the City Council from creating the LID. As a result, the City of Oakridge has requested that Lane County authorize reducing the scope of the proposed project to exclude improvements along properties south of

Berry Street. This would reduce the original 1,740-foot length of the proposed project by 655 feet. The city is also requesting to reduce the proposed sidewalk width from 8 feet to 5.5 feet.

Due to the time it has taken the city to go through the LID process, they are unable to meet the bid schedule originally intended. Upon Board approval, the city intends to bid the project in early 2003 and construct the project during the 2003 summer construction season.

C. Alternatives/Options

1. Approve the Order authorizing the County Administrator to execute an amendment with the City of Oakridge. This action is consistent with action taken at the joint City Council/Board of Commissioners meeting on November 7, 2002.
2. Do not approve amendment.

D. Recommendation.

It is hereby recommended the amendment with the City of Oakridge be approved for the Rainbow Street improvement project.

IV. IMPLEMENTATION/FOLLOW-UP

Upon approval by the Board, the amendment with the City of Oakridge will be processed for execution by the County Administrator.

V. ATTACHMENTS

1. City of Oakridge Rainbow Street Community Development Agreement

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT entered into by and between Lane County, a political subdivision of the State of Oregon, hereinafter referred to as **COUNTY**, and the City of Oakridge, a municipal corporation of the State of Oregon, hereinafter referred to as **CITY**.

RECITALS

1. ORS 190.010 and the Lane County Home Rule Charter provide that units of local government may enter into agreements for the performance of any and all functions and activities that a party to the agreements, its officers or agents, have authority to perform; and

2. ORS 373.260(1)(a) provides that counties and cities may enter into intergovernmental agreements for the construction, improvement or repair of, and the acquisition of right-of-way for any county road or city street within the corporate limits of the city; and

3. Through adoption of the FY 00/01 through FY 04/05 Capital Improvement Program, the Lane County Board of Commissioners has allocated \$2,860,000 to the Community Development Road Improvement Assistance Program for award to eligible projects.

4. Lane Manual 15.800 defines the purpose of the **COUNTY** Community Development Road Improvement Program (CD) as "...promote development of public road infrastructure projects that provide a benefit to the community..." and "...use Road Funds... in combination with other funding sources, to administer and finance eligible public road projects connected with expansion or new construction of community development projects".

5. **CITY** has requested that **COUNTY** grant up to \$175,000 under **COUNTY**'s CD program to assist with construction of roadway improvements associated with the Rainbow Street Improvement project. **CITY**'s total estimated construction project cost is \$690,000.

6. **CITY** has proposed substantial public improvements to include the reconstruction of Rainbow Street, a 1,750-foot major collector in the south central part of the city, bringing the street up to collector street standards. The attached EXHIBIT A is made a part of this agreement to more fully describe and depict the proposed improvements.

AGREEMENTS

COUNTY AGREES TO:

1. **COUNTY** per Board Order No. 00-11-29-5 grants **CITY** up to \$175,000 to be used for Road Fund eligible expenditures allowable under the Oregon Constitution, Article IX, Section 3a for construction of roadways associated with the Rainbow Street Improvement project.

2. **COUNTY** shall transfer road funds to **CITY** upon receipt of invoices detailing eligible project costs in accordance with all pertinent laws and regulations required of and by **COUNTY** and upon satisfaction of all agreement terms.

CITY AGREES TO:

1. **CITY** agrees to use **COUNTY** grant funds for expenditures allowable under the Oregon Constitution, Article IX, Section 3a in connection with construction of roadways associated with the Rainbow Street Improvement project. **CITY** agrees to provide funding for project costs which are not allowable expenditures per the Oregon Constitution or which exceed **COUNTY**'s grant amount. **CITY** shall submit a request for progress payment to **COUNTY**.

2. **CITY** agrees to complete the construction of the roadways associated with the Rainbow Street Improvement project within 12 months of execution of this agreement unless mutually agreed by both parties to extend that completion date.

3. **CITY** shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement. The **COUNTY**'s performance under this Agreement is conditioned upon the **CITY**'s compliance with the provisions of ORS 279.312, 279.314, 279.316, 279.320 and 279.555, which are incorporated by reference herein.

4. **CITY** shall require that the contractor, its subcontractors, if any, and all employers performing work on the Project are subject employers under the Oregon workers compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

5. **CITY** agrees to refund **COUNTY** all unexpended grant funds remaining at the completion of the project. **CITY** also agrees to refund any amounts expended on items determined by **COUNTY** to be ineligible Road Fund expenditures as defined by the Oregon Constitution, Article IX, Section 3a.

6. **CITY** agrees to provide **COUNTY** with detailed documentation of expenditures within 90 days of project completion.

7. **CITY** agrees that the project roadways will be **CITY** streets within the **CITY**'s Urban Growth Boundary and that **CITY** will be responsible for their maintenance.

BOTH PARTIES AGREE:

1. All applicable Urban Transition policies and agreements shall apply to the improvements funded pursuant to this agreement.

2. **COUNTY** participation in this project shall be limited to the following:

- a) Review project plans and specifications for determination of road fund eligibility;
- b) Review and approval of project bid format to ensure road fund eligible activities are identified as separate line items;
- c) Review and approval of landscaping costs – not to exceed 6% of County allocation;
- d) Review and approval of final project accounting for road fund eligible activities.

3. The term of this agreement is 12 months commencing on the date ("Effective Date") on which this Agreement has been duly executed and all required approvals have been obtained.

4. **COUNTY** may, at any time, upon 30 days prior written notice of default to the **CITY**, terminate this Agreement if:

- a) The design, permitting, or construction of the Project is not pursued with due diligence; or
- b) **CITY** substantially fails to perform any of the provisions herein; or
- c) The construction is not done in a good and workmanlike manner.

However, any such termination shall be without prejudice to any liabilities or obligations of any part already accrued as of receipt of the written notice.

5. To the extent allowable by the Oregon Constitution and limitations of the Oregon Tort Claims Act, each of the parties hereto agree to indemnify and save the other harmless from any claims, liability or damages resulting from any error, omission or act of negligence on the part of

the indemnifying party, its officers, agents or employees relative to the responsibilities of the indemnifying party in performance of this agreement.

6. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE COUNTY AND THE CITY ON THE SUBJECT MATTER HEROF. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH THE COUNTY AND THE CITY. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE DELAY OR FAILURE OF THE BOARD TO ENFORCE ANY PROVISION OF THIS AGREEMENT SHALL NOT CONSTITUTE A WAIVER BY THE COUNTY OF THAT PROVISION OR ANY OTHER PROVISION. THE CITY, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

GENERAL PROVISIONS

1. **No Dual Payment.** The CITY shall not be compensated for, or receive any other form of payment for, work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party.

2. **Persons Not To Benefit.** No member of or delegate to Congress, resident commissioner, officer, agent or employee of the United States of America, member of the Oregon Legislative Assembly, elected official of the State of Oregon, or official, agent or employee of any political subdivision, municipality or municipal corporation of the State of Oregon shall be admitted to any share or part of this Agreement or derive any financial benefit that may arise therefrom.

3. **No Third Party Beneficiaries.** The COUNTY and CITY are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

4. **Successors and Assigns.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the COUNTY and CITY and their respective successors and assigns; provided however that the CITY may not assign this Agreement or any interest therein without the prior written consent of the COUNTY, which consent may be withheld for any reason.

5. **Severability.** The COUNTY and CITY agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provisions held to be invalid.

6. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to the COUNTY or the CITY at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when

receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

CITY OF OAKRIDGE

By: *John D. Gentry*

Title: City Manager

Date: 12/4/01

Address for Notice: P.O. Box 662
Oakridge, OR 97463

LANE COUNTY

By: William A. Van Vactor

Title: County Administrator

Date: 1/17/02

Address for Notice: _____

APPROVED AS TO FORM

Date: 1/15/02 Lane County
Thaddeus
OFFICE OF LEGAL COUNSEL

**IN THE BOARD OF COMMISSIONERS OF LANE COUNTY
STATE OF OREGON**

ORDER NO.

**(IN THE MATTER OF REDUCING THE
(PROJECT SCOPE AND EXTENDING
(COMPLETION TIME FOR THE CITY OF
(OAKRIDGE RAINBOW STREET COMMUNITY
(DEVELOPMENT ROAD IMPROVEMENT
(ASSISTANCE PROJECT**

WHEREAS, on November 29, 2000, the Board adopted Board Order 00-11-29-5 that awarded \$175,000 to the City of Oakridge for the improvement of Rainbow Street; and

WHEREAS, part of the funding for the project was to come from the creation of a Local Improvement District (LID) along a portion of the project limits. Remonstrating owners were successful in preventing the City Council from creating the LID; and

WHEREAS, the City has requested that Lane County consider reducing the scope of the proposed project to exclude improvements along properties south of Berry Street. This would reduce the original 1,740-foot length of the proposed project by 655 feet to 1,085 feet. The City is also requesting to reduce the proposed sidewalk width from 8 feet to 5.5 feet; and

WHEREAS, reducing the scope of the project does not seem to violate any of the adopted criteria for project selection under the Community Development Program outlined in LM Chapter 15; and

WHEREAS, due to the time it has taken the City of Oakridge to go through the LID process, they are unable to meet the bid schedule and are requesting extended time to deliver the project. The City intends, upon Board approval, to bid the project in early 2003 for construction in summer 2003; **NOW THEREFORE BE IT**

ORDERED, that the Board reaffirms its support for the City of Oakridge Rainbow Street Improvement project as a viable Community Development project and that the currently executed agreement be amended to extend terms of the agreement to cover the anticipated construction date of the summer of 2003 and reflect the reduced scope of the project. **IT IS FURTHER**

ORDERED, the County Administrator is authorized to execute the amendment in accordance with action taken by the Board.

DATED this _____ day of _____, 2003.

Chair
Lane County Board of Commissioners

APPROVED AS TO FORM

Date _____ Lane County

OFFICE OF LEGAL COUNSEL



APPLICATION

EXHIBIT A

LANE COUNTY COMMUNITY DEVELOPMENT ROAD IMPROVEMENT ASSISTANCE FUND

A. PROJECT DESCRIPTION - Describe the total project and the benefits it will provide to the community. Attach addition sheets or information if necessary.

1. Who will benefit from the project? Be as specific as possible.
2. Will the facility be available for use by all County residents? If no, please explain.
3. What other similar facilities are in the area of your proposed facility?
4. Will there be a fee or charge to use the facility? If yes, please explain and indicate if it will be the same for all County residents.
5. What is the estimated cost of the total project?
6. What is the planned date of completion?

B. ROAD IMPROVEMENTS DESCRIPTION - Describe in detail the public road improvements to be constructed for which County funding is being requested. Attach plan diagrams.

1. What is the estimated cost of the road improvements? \$ _____
How was this estimate determined?
2. What is the amount of County funds being requested? \$ _____
3. In the event that County funds are not available, or not available in the full amount requested, how will the road needs of the project be addressed?
4. Provide information on your plans for construction of the road improvements.
5. If this project is within a city, has the city agreed to accept jurisdiction of the road improvements upon completion of the project?
6. What are the plans to assure roads will be maintained?

C. Provide any additional information that you believe would be helpful in the evaluation of your proposal.

Submitted by: DENNIS A. CROWE

Date: JUNE 30, 2000

Title: PUBLIC WORKS DIRECTOR

Phone: (541) 782-2258

Agency: CITY OF OAKRIDGE

Address: 48318 E. 1ST STREET

City: OAKRIDGE

Zip Code: 97463

APPLICATION ATTACHMENTS

**LANE COUNTY COMMUNITY DEVELOPMENT
ROAD IMPROVEMENT ASSISTANCE FUND**

PROJECT DESCRIPTION

1. The most immediate beneficiaries will naturally be the residents served by the reconstructed street. Ultimately the entire local driving public will enjoy the benefits of increased safety and ease of travel. This will be the first street in Oakridge to also offer bike lanes and sidewalks for those who choose alternative modes of transportation.
2. As a public thoroughfare the facility would be available for use by anyone who choose to do so, whether driving, walking, or biking.
3. There are no other streets within the City, including Highway 58, that offer "bike-ped" options for users.
4. There will be no user fees associated with the project other than the fuel taxes paid by motorists.
5. The total estimated cost of the project is \$690,000, however this cost includes water main replacement and sewer main upgrades. The total estimated cost of the street reconstruction is \$575,000.
6. The planned design/construction schedule would be complete final design by December 2000 (preliminary route survey, topographic data collection and traffic counts have been completed) open competitive construction bids in early March 2001 with final completion by the end of October 2001.

ROAD IMPROVEMENTS DESCRIPTION

1. The estimated cost of the road improvements is \$575,000. This estimate was derived from application of per-foot costs of recent (1998 and 1999) bid prices for similar projects which were provided by the City Engineer. Bid prices were then factored for inflation, BOLI, mobilization and material delivery costs affected by the distance from the Eugene/Springfield area to Oakridge.
2. The City of Oakridge is requesting \$175,000 from the Road Improvement Assistance Fund. A LID will be formed as soon as final engineering estimates are available. LID assessments will support the remainder of the costs associated with the project.

EXHIBIT A

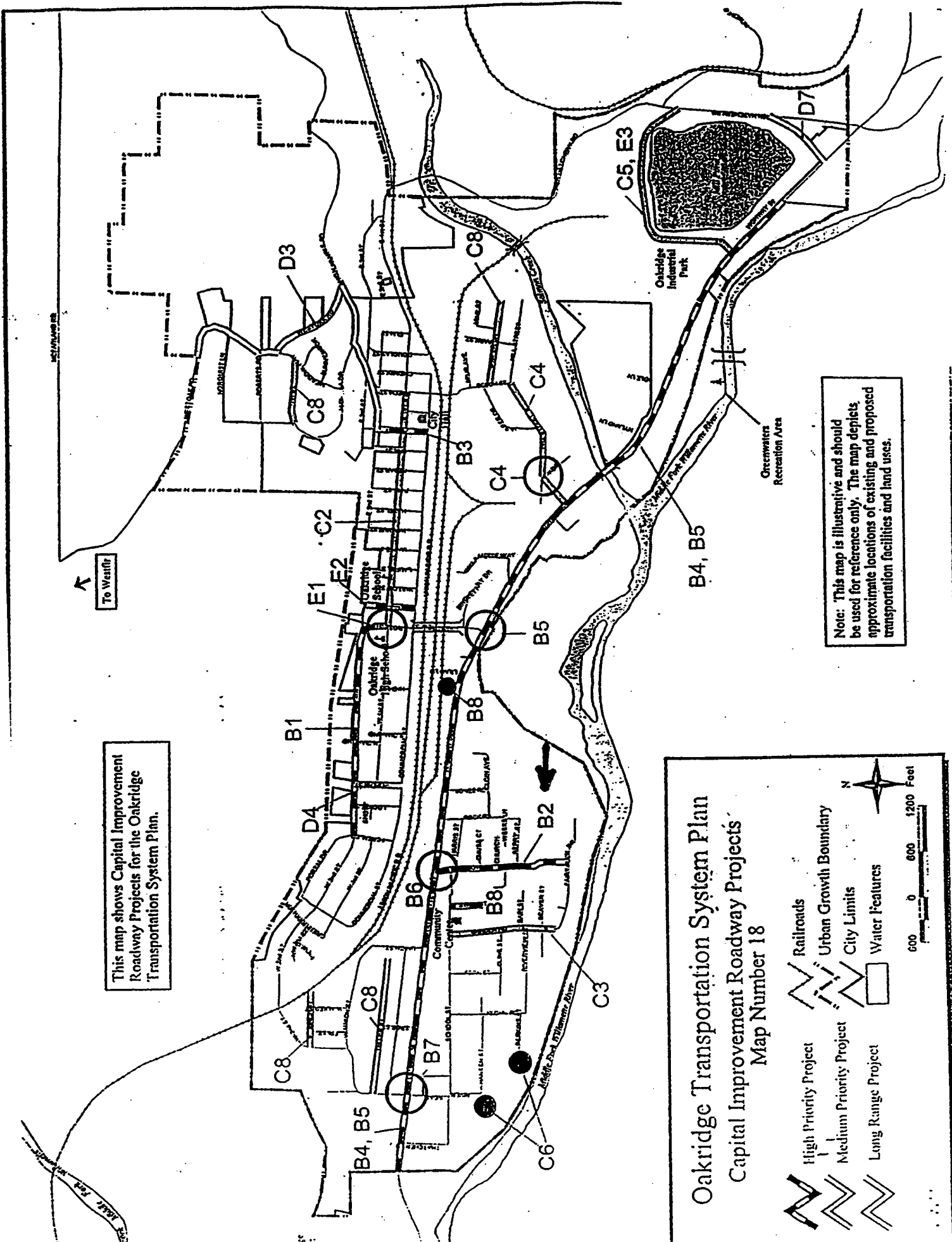
3. In the event that the funds are not available, or not available in the full amount requested the shortfall will be made up wholly or partially by any other grant or loan funding that the City might secure or, as a last resort, by reducing the amount of budgeted resources committed to major street maintenance.
4. The planned design/construction schedule would be complete final design by December 2000 (preliminary route survey, topographic data collection and traffic counts have been completed) open competitive construction bids in early March 2001 with final completion by the end of October 2001. The design will be in substantial conformance with the minimum standards for major collectors (50 foot right-of-way) as shown in typical detail in the Oakridge Transportation Plan.
5. This project is wholly within the City limits of Oakridge and is currently under City jurisdiction. Oakridge will continue this jurisdiction following construction.
6. The proposed reconstructed street will continue to receive maintenance under the City's ongoing repair and maintenance program and schedule.

ADDITIONAL INFORMATION

The City of Oakridge is proposing the reconstruction of Rainbow Street, a 1,750-foot major collector in the south central part of the City. Rainbow Street serves approximately one third of the area between Highway 58 and the Middle Fork of the Willamette River. This includes 72 residential parcels and two mobile home parks with a combined capacity of just over 100 spaces. There are also several multifamily dwellings within the tributary zone. The general dwelling density and population served by the street is higher than in other residential zones throughout the City. Rainbow Street reconstruction has a high priority designation in the Oakridge Transportation System Plan. The Oakridge TSP has been approved by the Oakridge Planning Commission and the Lane County Roads Advisory Committee and will be presented to the Lane County Planning Commission at the July 18 meeting. Final adoption is scheduled for a joint meeting of the Lane County Board of Commissioners and the Oakridge City Council on October 5, 2000.

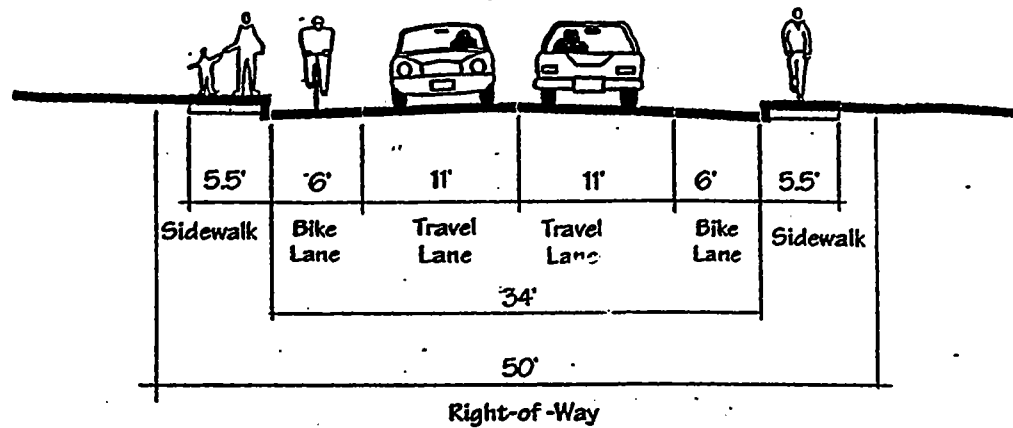
Attachments:

- Oakridge project location map (Project B2)
- Typical street configuration
- TSP project description

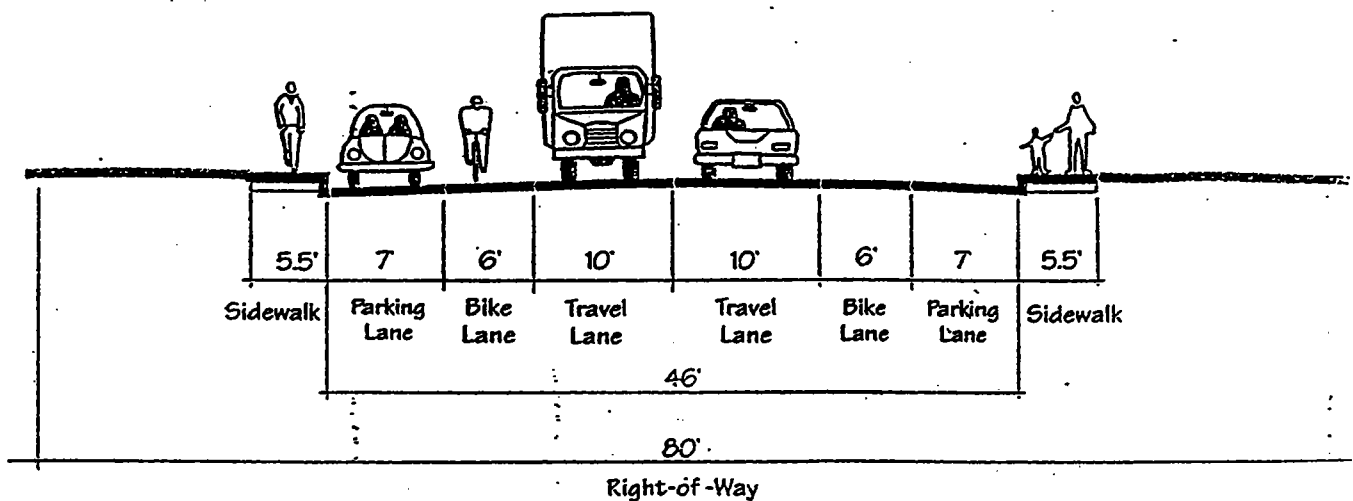


Major Collectors

Minimum (with bike lanes and no parking)



Maximum (with bike lanes and on-street parking allowed)



Produced by LCOG, 6/2000

Oakridge Transportation System Plan

Figure 5

Proposed Street Standards

B2. Rainbow Street

Rainbow Street is identified as a major collector in the proposed roadway classification system. This project involves the reconstruction and widening of the street, and installation of curbs, gutters, sidewalks, and bikeways. The city will work with property owners to address any on-street parking concerns. Improvements will bring Rainbow Street up to major collector standards. The Rainbow Street project was included as a strategy in the Overall Economic Development Program for 1998-1999, developed by Cascades West Economic Development District.

Project Lead: City of Oakridge Estimated Cost: \$575,000

B3. Ash Street

Ash Street is classified as a local street located in the downtown area. This project improves Ash Street to meet local standards by providing for adequate drainage and sidewalk construction. Persistent drainage issues will be remedied through the project. These improvements will also enhance the quality and appearance of the Oakridge Downtown and will meet the commercial needs of downtown businesses.

Project Lead: City of Oakridge Cost Estimate: \$138,000

B4. Highway 58 Preservation

This highway preservation project will involve the resurfacing of Highway 58 between milepost 27.36 and 35.96. Approximately 1.83 miles of the project will involve highway resurfacing within the Oakridge city limits. This project has been programmed in the Draft State Transportation Improvement Program (STIP) for 2001-2003. Costs for the project are estimated at \$2,181,000. Funding will come from the Gas Tax and state sources.

Project Lead: ODOT Cost Estimate: \$2,181,000

B5. Highway 58 Urban Standards

This project will bring Highway 58 up to urban standards within the Oakridge city limits. Improvements will create a five-lane roadway with median treatments, landscaping features, bike lanes and sidewalks, and curbs and storm sewers. The project will also involve replacement of the traffic signal at Crestview Street, and improvement and installation of roadway illumination. Total project costs are estimated at \$3.2 million. Work does not include right-of way or design costs.

The Highway 58 Urban Standards project will be broken out into several components to reflect smaller roadway segments. Having the project separated into discrete, and more manageable units will allow the city to apply for grants and other funding sources. While the Highway 58 Urban Standards project is one of the highest priorities for the City, the