

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE STATE OF OREGON, THE CITY OF NORTH PLAINS AND WASHINGTON
COUNTY**

US 26: Glencoe Interchange Project

This Memorandum of Understanding (MOU) is made and entered into by and between the State of Oregon, acting by and through its Department of Transportation, hereinafter referred to as "ODOT", and Washington County, acting by and through its Board of County Commissioners, hereinafter referred to as "County"; and the City of North Plains, acting by and through its City Council, hereinafter referred to as "City"; collectively referred to as "Partners". The US 26: Glencoe Interchange Project as funded through the Jobs and Transportation Act (JTA) of 2009 will hereinafter be referred to as "Project"

Purpose

The purpose of this Memorandum of Understanding is to memorialize the intentions of the Partners for their collaborative work on the Project. ODOT, the City and the County have worked to obtain funding for the Project to improve safety in the vicinity of the US 26: Glencoe Interchange Project.

US 26: Glencoe Project Purpose:

Increase vehicular capacity and safety of the west to south movement at the Glencoe Road Interchange within the proposed JTA budget.

Approximate project limits:

US 26: Glencoe Road interchange, and Glencoe Road from Highland Court to south of Beach Road.

Primary Project Priorities

- Increase interchange vehicular capacity to meet the needs for existing and future land use consistent with the adopted comprehensive plan to the extent possible
- Improve the primary movement of westbound to southbound, and the secondary movement of northbound to eastbound
- Consider and evaluate freight mobility and vertical clearance on US 26
- Maintain or improve safety at the interchange
- Improve pedestrian and bicycle connectivity across the Glencoe Road structure over US 26

Additional Project Priorities suggested by Project Partners.

- Minimize construction impacts on North Plains traffic
- Minimize property impacts to Highland Court and properties facing Glencoe Road

- Examine opportunity for a right turn lane from eastbound Highland Court to southbound Glencoe Road
- Examine opportunity for right turn lane from southbound Glencoe Road to WB US 26
- Accommodate potential trail under proposed Glencoe Rd structure replacing the current culvert.

Project Elements and Project Development Strategy

The Project, subject to this MOU and potential future Cooperative Improvement/Intergovernmental Agreements between the Partners, consists of needed improvements that have been identified and developed through previous planning work, as well as traffic analysis of the interchange and the other connected roadways. Interchange improvement components associated with the project as referenced in this MOU include:

1. Lengthening and widening the US 26 WB exit ramp;
2. Replacing the Glencoe Road structure over US 26 to accommodate 4 travel lanes and improving vertical clearance and structurally accommodate future widening to 5 lanes when and if needed;
3. Constructing ramp terminal intersection improvements that improve the efficiency and safety of the interchange;
4. Replacing the culvert on Glencoe Road to the north of the interchange with a structure;
5. Improving pedestrian and bicycle connectivity across the structure.

The current preliminary cost estimate (planning level) for these components is approximately \$32 million (estimate as of March 2010 shown inflated to 2013 dollars). If additional money becomes available, ODOT intends to consult with the Partners for improvements consistent with the JTA project purpose listed above.

Project Management

ODOT intends to lead development of the interchange Project. The Partners intend to participate in the development of the Project.

Funding

The 2009 Oregon Legislature allocated \$32,000,000 in House Bill 2001, the Oregon Jobs and Transportation Act (JTA), for this project.

Table 1: Funding Source Summary (as of March 2010)

Funding Source	Funding Amount	Funding Type	Status
JTA earmark	\$32M	State	Secured
TOTAL	Approx. \$32M		

It is recognized by the Partners that the obligations described in this MOU are an expression of intent only and the MOU is non-binding. Therefore, by signing this MOU, the Partners acknowledge to the others that they are expressing their mutual intent to work together to develop the project described. It is also understood by all Partners that, if required, they intend to enter into any subsequent Cooperative Improvement/Intergovernmental Agreements necessary to address funding of potential services provided by Partners, other than ODOT, as part of this Project or impacts to facilities, other than ODOT's, prior to utilizing funds or impacting said facilities.

This MOU may be executed in counterparts (facsimile or otherwise) which when taken together shall constitute one document for the Partners, notwithstanding that all Partners are not signatories to the same counterpart. All copies of this MOU so executed shall constitute an original:

WASHINGTON COUNTY

By: 

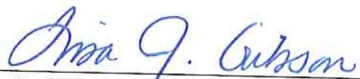
Date: July 26, 2010

CITY OF NORTH PLAINS

By: 
David Hatcher, Mayor

Date: JUNE 7, 2010

ATTEST:

By: 
Lisa J. Gibson, City Recorder

OREGON DEPARTMENT OF
TRANSPORTATION

By: 
Jason Tell
Region 1 Manager

Date: 7/30/10

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE STATE OF OREGON AND WASHINGTON COUNTY**


This MOU is supplemental to the previous MOU related to the US26: Glencoe Interchange Project signed in 2010.

Washington County intends to apply up to \$2M dollars of County funds to the US 26: Glencoe Interchange project over the project budget of to cover additional expenses related to build a 5 lae bridge deck. County liability is capped at \$2M dollars. The \$2M dollars can only be applied to the following:

- Widening the US 26 overcrossing structure
- Earthwork and minor paving to match the 5-lane structure
- Widening the structure immediately north of the Glencoe interchange to accommodate the future NB thru lane
- Other items mutually agreed to by County and ODOT.

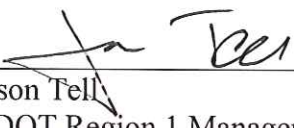
It is recognized by ODOT and County that the obligations described in this MOU are an expression of intent only and the MOU is non-binding. Therefore, by signing this MOU, ODOT and County acknowledge to the others that they are expressing their mutual intent to work together to develop the project described. ODOT and County intend to enter into a Cooperative Improvement/Intergovernmental Agreements necessary to address funding of potential services provided by Partners, other than ODOT, as part of this Project or impacts to facilities, other than ODOT's, prior to utilizing funds or impacting said facilities.

WASHINGTON COUNTY

By: 
Andrew Singelakis
Director of Land Use and Transportation

Date: July 26, 2010

**OREGON DEPARTMENT OF
TRANSPORTATION**

By: 
Jason Tell
ODOT Region 1 Manager

Date: 7/30/10