

STAFF REPORT

For Meeting of Feb. 8, 2016

MAYOR AND MEMBERS OF THE CITY COUNCIL

Agenda Item #

NO. 2016-

SUBJECT:

Res. 2014- Elm &
11th Signal IOFA

Subject

This resolution will authorize an Immediate Opportunity Fund Agreement (IOFA) with the State of Oregon in order to construct a new traffic signal and turn lane at the 11th & Elm intersection.

Summary and Background

This agreement is required between the City and ODOT to install a new traffic signal and turn lanes at the intersection of 11th and Elm. More details of the background can be found in the other staff report for this topic for this meeting.

Fiscal Information

The City already has its 25% match (\$400,000) included in to this year's approved budget.

Through a sub-agreement (also to be approved by City Council on Feb. 8), GSMC's Board has already agreed to provide their 25% portion of the match, as well as cover 75% of any "payback" requirements if necessary.

Alternatives and Recommendation

Alternatives

1. Motion to approve Resolution No. 2014
2. Motion to deny Resolution No. 2014

Recommendation

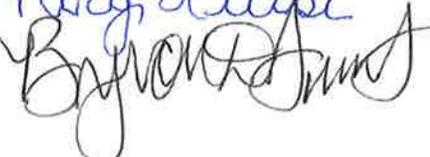
This is an excellent opportunity for the City to leverage State and private funding to complete the community's #1 transportation improvement priority at ¼ the cost. Recommend approval of the IGA.

Requested Action/Motion

Motion to approve Resolution No. 2014

Department Head- Mark Morgan, Assistant City Manager 

City Attorney Review- Gary Luisi, City Attorney 

City Manager Approval- Byron Smith, City Manager 

City of Hermiston

RESOLUTION NO. 2014

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN, ON BEHALF OF THE CITY OF HERMISTON, AN IMMEDIATE OPPORTUNITY FUND AGREEMENT WITH THE OREGON DEPARTMENT OF TRANSPORTATION TO INSTALL A TRAFFIC SIGNAL ON OREGON HIGHWAY 207 AT THE INTERSECTION OF 11TH STREET AND ELM AVENUE AND FOR THE CITY TO CARRY OUT THE TERMS AND CONDITIONS OF THE IMMEDIATE OPPORTUNITY FUND AGREEMENT.

WHEREAS, BY THE AUTHORITY GRANTED IN Oregon Revised Statutes (ORS) 190.110, state agencies and local governments may enter into agreements 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 and;

WHEREAS, a certain portion of OR Highway 207 (OR207) is within the city limits and is a part of the city street system referred to as 11th Street and Elm Avenue; and

WHEREAS, for the purpose of providing and improving acceptable traffic circulation patterns on public highways the parties are in agreement that a traffic light should be installed at the intersection of 11th Street and Elm Avenue (Project); and

WHEREAS, the Project will be jointly financed by an Immediate Opportunity Fund (IOF) grant from the State of Oregon and the City of Hermiston; now, therefore,

IT IS RESOLVED that the form, terms and provisions of the draft of the "Immediate Opportunity Fund Agreement OR207: 11th @ Elm Signal (City of Hermiston)," attached hereto and the transactions contemplated thereby, providing for, among other things, the installation of a traffic signal on OR207 at the intersection of 11th Street and Orchard Avenue, and associated sidewalks, turn lanes, and paving improvements required to meet current standards, copies of which have been presented to and reviewed by the Council, be, and they are, in all respects, hereby approved and adopted;

IT IS FURTHER RESOLVED that Mayor Dr. David Drotzman be, and is, hereby authorized to execute and deliver the "Immediate Opportunity Fund Agreement OR207: 11th @ Elm Signal (City of Hermiston)," substantially in the form heretofore approved and adopted by the City Council; and

IT IS FINALLY RESOLVED that pursuant to ORS 221.310(3), this resolution is effective immediately upon its passage.

Dated this 8th day of February, 2016.

CITY OF HERMISTON

ATTEST:

Mayor

City Recorder

**IMMEDIATE OPPORTUNITY FUND AGREEMENT
OR 207 – 11th at Elm Signal
City of Hermiston**

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 the CITY OF HERMISTON, acting by and through its elected officials, hereinafter referred to as "City," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. The Oregon Transportation Commission ("OTC") at its July 15, 1988, meeting approved establishing an Immediate Opportunity Fund ("IOF") to support primary economic development in Oregon through the construction and improvement of streets and roads. The OTC, at its meeting on March 19, 2015, revised the guidelines for the use of this fund. IOF funds are limited to: Type A) specific economic development projects that affirm job retention and job creation opportunities; Type B) revitalization of business or industrial centers to support economic development; and Type C) preparation of Oregon certified project-ready industrial sites; and Type D) preparation of regionally significant industrial areas.
2. The OTC at its March 19, 2015, meeting approved Type A Immediate Opportunity Fund (IOF) grant, for 50% of Total Estimated Project costs not to exceed \$813,710, to the City of Hermiston for the purpose of making roadway and intersection improvements at the intersection of NW 11th Street and West Elm Avenue, in Hermiston, Oregon. At this location, OR 207/Hwy 333 (Hermiston Highway) is routed over the portion of NW 11th Street south of West Elm Avenue, and over the portion of West Elm Avenue east of NW 11th Street. This portion of OR 207/Hwy 333 is a state highway routed over a city street and is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission. The portion of NW 11th Street to the north of Elm Avenue and the portion of Elm Avenue to the west of NW 11th Street are a part of the city street system under the jurisdiction and control of the city.
3. City has entered into a separate agreement with Good Shepherd Medical Center, which provides for City to act on GSMC's behalf for purposes of compliance with this Agreement. Any approval or authority necessary to be exercised by GSMC for purposes of this Project is given to City pursuant to said agreement. City may also enter into separate Agreements with other entities and agencies to provide for funding necessary to meet the City's funding requirements of the Project.
4. By the authority granted in Oregon Revised Statute (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.

5. By the authority granted in ORS 810.210, State is authorized to determine the character or type of traffic control devices to be used, and to place or erect them upon state highways at places where State deems necessary for the safe and expeditious control of traffic. No traffic control devices shall be erected, maintained, or operated upon any state highway by any authority other than State, except with its written approval. Traffic signal work on this Project will conform to the current State standards and specifications, as shown on the attached document, marked "Exhibit B," and by this reference made a part hereof.
6. State, by ORS 366 is vested with complete jurisdiction and control over the roadways of other jurisdictions taken for state highway purposes. By the authority granted by ORS 373.020, the jurisdiction extends from curb to curb, or, if there is no regular established curb, then controls extends over such portion of the right of way as may be utilized by State for highway purposes. Responsibility for and jurisdiction over all other portions of city street remains with the City.

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. State agrees to make roadway and intersection improvements to mitigate the expansion of the Good Shepherd Medical Center (GSMC), Umatilla County that meets the IOF criteria. In order to facilitate increased trips generated from the expansion of GSMC; improvements will consist of adding signalization, protected turning movements to the intersection of Elm Street and 11th Street, and associated sidewalks and paving improvements required to meet standards, hereinafter referred to as "Project". The location of the Project is approximately as shown on the sketch map attached hereto, marked "Exhibit A," and by this reference made a part hereof.
2. The Oregon Business Development Department (OBDD) recommends use of Type A Immediate Opportunity Funds for this Project. State agrees to provide 50% of the cost of the Project in Immediate Opportunity Funds not to exceed \$813,710 to help finance the Project. City will be responsible for all remaining costs in excess of the available IOF funding.
3. Should City request signal preemption for emergency vehicles ("Emergency Preemption"); State shall install emergency preemption equipment and it shall be charged as a Project cost. Upon Completion of the Project, City shall be responsible for maintenance and power costs associated with emergency preemption.
4. This Agreement is effective on the date all required signatures are obtained and shall terminate upon completion of the Project and receipt of documentation of filled and created positions outlined under City obligations or ten (10) years, whichever is sooner.

STATE OBLIGATIONS

1. State or its consultant shall prepare all Project plans, specifications, cost estimates, design work, environmental documents and clearances necessary for the installation of a new traffic signal and associated roadway improvements at Elm and 11th Streets in Hermiston; State shall advertise and administer the construction contract including project management, construction inspection and project acceptance.
2. The total estimated cost of the Project is \$1,627,420, of which State shall provide IOF funding of not more than 50% of the Project cost, not to exceed \$813,710. City shall be responsible for remaining costs over the IOF funding.
3. Upon execution of this Agreement and prior to Advanced Plans, State shall forward to City a letter of request for advance deposit or irrevocable letter of credit in an amount when combined with the IOF funding shall equal 110% of the estimated project cost. Depending upon the timing of portions of the Project to which the advance deposit contributes, it may be requested by State prior to Preliminary Engineering, or 4 – 6 weeks prior to Project bid opening.
4. Upon completion of the Project, if the total actual Project cost exceeds the estimated Project cost, State shall send to City an invoice in an amount which, when added to City's advance deposit and IOF funding, will equal 100% of the Total Project Cost. If the Total Project cost totals less than the estimated project cost; then State shall refund to City any portion of the advanced deposit that is in excess of the total Project cost.
5. State shall, upon signal turn on and proper operation; perform all necessary maintenance of said traffic signals and vehicle detector loops, and control the timing established for the operation of the traffic signals. State shall also be responsible for and at its own cost maintenance for sidewalk, traffic signal and roadway improvements associated with this Project that fall within State's right of way. City shall continue to be responsible for maintenance and jurisdiction of sidewalk, roadway improvements and all facilities that fall within City's right of way.
6. State shall cause to be relocated or reconstructed, storm drainage, any privately or publicly owned utility conduits, lines, poles, mains, pipes, and other such facilities of every kind and nature where such relocation or reconstruction is made necessary by the plans of the Project in order to conform the utilities and other facilities with the plans and the ultimate requirements for the portions of the Project which are on State right of way. All utility relocations shall follow State law, State guidelines, and existing agreements, including but not limited to City's Franchise Agreement.
7. State shall as part of the Project, lay out and paint the necessary lane lines and erect the required directional and traffic control signing.

8. State shall provide IOF funding of not more than 50% of the total Project cost and shall not exceed \$813,710. City shall be responsible for an advanced deposit equal to 110% of the estimated Project cost, which will be applied to preliminary engineering, right of way acquisition and construction only.
9. As part of the Project costs, State shall purchase in the State's name any right of way needed for the construction of the Project. Upon completion of the Project, State shall transfer by deed and City agrees to accept any property no longer needed for construction of the Project. Any right of way being conveyed in which State has any title shall be vested in City only so long as used for public road purposes. If said right of way is no longer used for public road purposes, it shall automatically revert to State. The Parties agree to enter into a Right of Way Services Agreement to set forth the responsibilities and activities to be accomplished by each Party.
10. If additional right of way is acquired for state highway right of way purposes as a result of the Project, then a right of way monumentation survey is required as defined in ORS 209.150 and 209.155. State agrees to provide such a survey, as part of the Project cost, following ORS Chapter 209 stipulations, State Right of Way Monumentation Policy, and State's Geometrics Unit review and approval, and to file the legal survey with the appropriate County Surveyor's office as required.
11. State shall submit to the assigned City Project Liaison all environmental documents, Project plans, specifications and cost estimates before advertisement for construction bids.
12. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
13. State certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of State, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind State.
14. State's Project Manager for this Project is Mike Barry, Local Agency Liaison, 3012 Island Avenue, La Grande, Oregon 97850, phone (541) 963-1353, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

CITY OBLIGATIONS

1. City grants State access to City's right of way for all phases of work needed for the construction of this Project, and future signal maintenance duties set forth in this Agreement.

City/State
Agreement No.30695

2. City shall upon receipt of a fully executed Agreement and upon subsequent letter of request from State, forward to State an advance deposit or irrevocable letter of credit in the amount equal to 110% of the estimated Project cost.
3. City, by execution of Agreement, gives its consent as required by ORS 373.050(1) to any and all closure of roads that intersect the state highway, if any, in connection with or arising out of the Project covered by the Agreement.
4. City shall be responsible for and shall pay to the power company 100 percent of power costs for the traffic signal. The power company shall send bills directly to City.
5. City shall retain jurisdictional control of, and upon completion of the Project be responsible for the on-going maintenance and power costs associated with the following at City's own expense: water lines, storm sewer system, sidewalks, curbs, luminaries, street name signs, emergency preemption (if installed at City's request), and all other maintenance items not listed under State Obligations and within City right of way. City shall not be responsible for maintenance of OR207 travel lanes, striping, shoulders, curbs or highway signage or all other maintenance items covered under State Obligations, Paragraph 5 that falls within State right of way.
6. Upon completion of the Project, City agrees to accept the transfer by deed any property no longer needed for construction of the Project. Any right of way being conveyed in which State has any title shall be vested in City only so long as used for public road purposes. If said right of way is no longer used for public road purposes, it shall automatically revert to State.
7. If vehicle detector loops are installed in the city streets as part of this Project; City, at its own expense, shall maintain the asphaltic concrete pavement surrounding the vehicle detector loops in such a manner as to provide adequate protection for said detector loops.
8. The Project shall be maintained and operated at a minimum level that is consistent with normal depreciation and/or service demand. Maintenance responsibilities shall survive termination of this Agreement and upon completion of Project and submission of documentation under City Obligation 10 Job Growth Assessment.
9. State shall submit to City for review and recommendation to accept, any change orders that substantially change the plans and specifications or the submitted scope of work as approved by the OTC and as identified in this Agreement.
10. Because the purpose of the IOF Type A project is to promote job growth the State wishes to assess its investment.
 - a. Therefore, within 5 years of beginning the operation of the new GSMC facilities, City shall provide to State documentation from GSMC that 58 new FTE positions have been created and filled by the expansion of GSMC. If such documentation

cannot be provided within the above stated time limit, City shall reimburse State all IOF Funds expended by State as outlined below.

- b. The targeted number of new FTE positions is the number approved by the OTC. "New FTE positions" shall mean new positions created, filled and remaining on the payroll for at least one (1) year.
 - c. City shall ensure that GSMC provides the verification documentation; and that it will be in writing on company letterhead signed by an official of GSMC duly authorized to represent GSMC certifying the number of new FTE positions. State, OBDD or the Oregon Secretary of State Audits Division, shall have the right to audit the payroll records of GSMC in order to confirm information in the letter.
 - d. If the documentation shows a deficiency in the number of FTE positions, City shall reimburse State on a pro-rated basis. The formula for the pro-rated amount of IOF funds paid will be an amount equal to the number of actual FTE positions divided by the number of projected FTE positions multiplied by total IOF funds available. Reimbursement will be the amount of IOF Funds actually distributed less the pro-rated amount.
11. Reimbursements resulting from a failure to provide job documentation, failure to meet job target goals or failure to obtain Project Site Certification shall be paid to State by City within three (3) months after the above stated time limit.
- a. All said reimbursements shall include interest equal in rate for the Highway Trust Fund at the State Treasury established on the date of execution of this Agreement. Interest shall accrue from the date of the first withdrawal from the Highway Trust Fund at the State Treasury.
 - b. City may wish to enter into a separate agreement with GSMC to address pay back of City reimbursements to State resulting from GSMC's failure to provide documentation or failure to meet job target goals.
 - c. At City's request and upon consultation with OBDD, State may grant a time extension on the reimbursement or a time extension to provide additional job growth. Any extension will only be effective upon amendment to this Agreement.
12. City acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of City that are pertinent to this Agreement to perform examinations and audits and make excerpts and transcripts. City shall retain and keep all files and records for a minimum of six (6) years after completion of the Project.
13. City 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, City 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.

14. City certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of City, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind City.
15. City's Project Manager for this Project is Byron Smith, City Manager, City of Hermiston, 180 NE 2nd Street, Hermiston, Oregon 97838. Phone: (541) 567-5521, city@hermiston.or.us, or assigned designee upon individual's absence. City shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual written consent of both Parties.
2. State may terminate this Agreement effective upon delivery of written notice to City, or at such later date as may be established by State, under any of the following conditions:
 - a. If City fails to provide payment of its share of the cost of the Project.
 - b. 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.
 - c. 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. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or City with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party

Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

5. With respect to a Third Party Claim for which State is jointly liable with City (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by City in such proportion as is appropriate to reflect the relative fault of State on the one hand and of City on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of City on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
6. With respect to a Third Party Claim for which City is jointly liable with State (or would be if joined in the Third Party Claim), City shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of City on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of City on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. City's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
7. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
8. City agrees to reimburse State for all Immediate Opportunity Funds paid by State in connection with this Project if this Agreement is terminated for any reason prior to completion of Project and receipt of job assessment documentation. Refund to State shall be made within three (3) months from termination date.
9. State and City hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in

conflict with any law, the validity of the remaining terms and provisions will 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 provision held to be invalid.

10. 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, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
11. 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.

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.

SIGNATURE PAGE TO FOLLOW

City/State
Agreement No.30695

CITY OF HERMISTON, by and through its
elected officials

By _____
Mayor (or other assigned designee)

Date _____

By _____
City Recorder (or other assigned
designee)

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY** (If required in City process)

By _____
City Counsel

Date _____

City Contact:
Byron Smith, City Manager
City of Hermiston
180 NE 2nd Street
Hermiston, Oregon 97838
(541) 567-5521
city@hermiston.or.us

State Contact:
Mike Barry, Local Agency Liaison
Oregon Department of Transportation
3012 Island Avenue
La Grande, Oregon 97850
(541) 963-1353
Michael.p.barry@odot.state.or.us

STATE OF OREGON, by and through its
Department of Transportation

By _____
Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____
Region 5 Manager

Date _____

By _____
State Right of Way Manager

Date _____

By _____
State Traffic Engineer

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Assistant Attorney General

Date _____

EXHIBIT A – Project Location Map

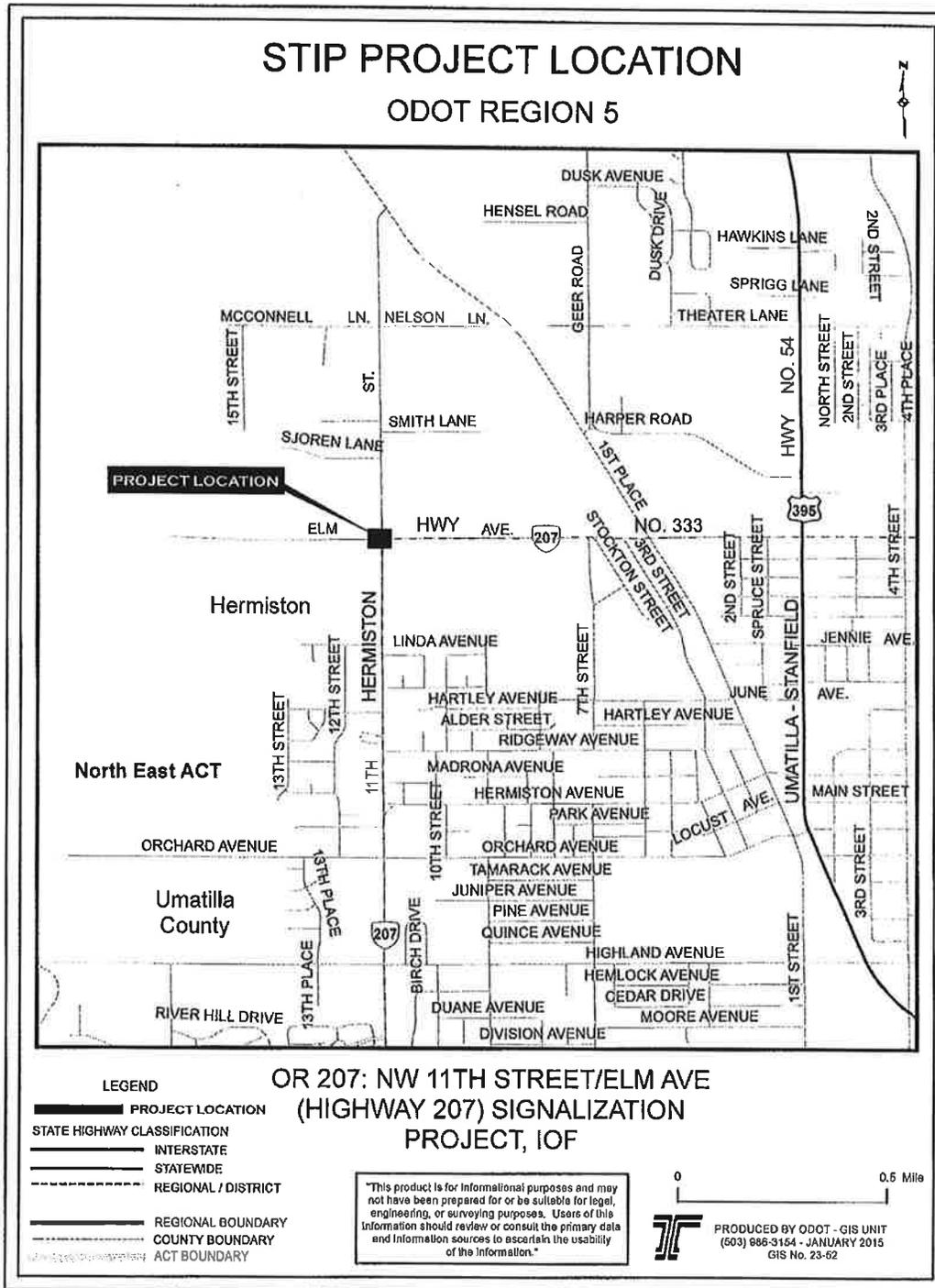


EXHIBIT B



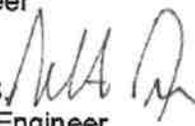
INTEROFFICE MEMO

TECHNICAL SERVICES
Traffic-Roadway Section
Office Phone: (503) 986-3568
FAX Phone: (503) 986-3749

DATE: September 8, 2014

File Code: Hwy 333 MP 8.07

TO: Jeffrey Wise, P.E., P.T.O.E.
Region 5 Traffic Engineer

FROM: Bob Pappé, P.E., P.L.S. 
State Traffic/Roadway Engineer

SUBJECT: Traffic Signal Approval Request
OR 207 (Hermiston Highway) @ W Elm Avenue and NW 11th Street
City of Hermiston
Umatilla County

We have reviewed your request to install a new traffic signal at the intersection of OR 207 (Hermiston Highway, Hwy No. 333 MP 8.07) and W Elm Avenue/ NW 11th Street in Umatilla County. The request also includes addition of a signalized right-turn slip lane for northbound direction.

This intersection has some unique operational characteristics. The existing intersection has four approaches; however 3 of the 4 approaches (northbound, southbound, and eastbound) are stop controlled. The westbound movements are permitted to proceed without stopping. There is a dedicated right-turn lane for northbound direction and the right-turn is permitted without stopping from this lane. Traffic volumes for westbound left-turn and northbound right-turn movements are much heavier than those for other movements. Because of these operational characteristics, sometimes side street traffic, bicyclists, and pedestrians have difficulties finding gaps to navigate through this intersection safely. Installation of a traffic signal at this intersection will likely help alleviate these problems. This intersection meets MUTCD Signal Warrant 2 (Four-Hour Vehicular Volume).

In accordance with OAR 734-20-0410, I approve this request. The approval is based on our review of the information you submitted. It is expected that the proposed signal installation will improve the overall operations and safety of this intersection. The approval has the following stipulations:

- The design and operation will be according to the **Manual on Uniform Traffic Control Devices** (2009 edition), **ODOT'S Traffic Signal Policy and Guidelines**, and **ODOT's Traffic Signal Design Manual**.

- Lane configuration and phasing shall be designed according to the attached Preliminary Signal Operations Design Report signed by the Region Traffic Operations Engineer.
- This office must approve the final signal design plans.

If you have concerns or questions regarding this approval, please contact Craig Black at 503-986-3576.

Attachment: Preliminary Signal Operations Design Report
ZS/lbm

Electronic Copies to:

Scott Cramer, Traffic Standards
Craig Black, Traffic Operations
Don Fine, Region 5 Traffic
Dan Fine, Region 5 Traffic



Preliminary Signal Operations Design

Traffic-Roadway Section
 Traffic Engineering Unit
 Phone: (503) 986-3568

Project: OR207: 11th & Elm Signal (Hermiston) Key #: N/A Date: July 17th, 2014
 Location: OR207 @ Elm Ave City: Hermiston County: Umatilla
 Highway: Hermiston Highway Hwy No: 333 Mile Point: 8.07

Existing Information

Lane Configuration

Crosswalks

North Approach
 South Approach
 East Approach
 West Approach

Traffic Control

3-Way Stop*
 All-Way Stop
 Signalized

Bike Lanes

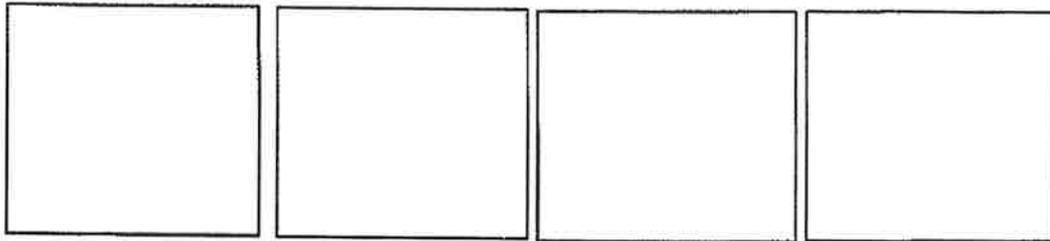
North Approach
 South Approach
 East Approach
 West Approach

Posted Speed Limit

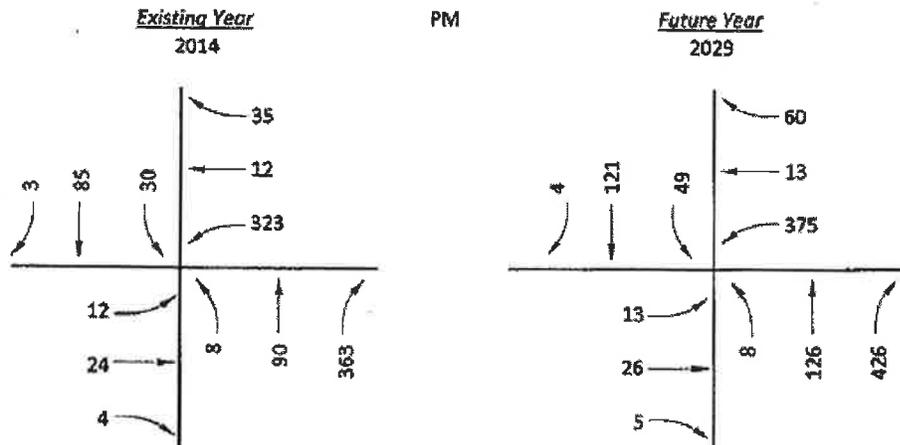
Highway: 30 mph
 Side Street: 35 mph

* North, south, and west approaches are stop-controlled (northbound right-turn permitted without stopping).

Existing Vehicle and Pedestrian Phasing (if Signalized) N/A



Traffic Volumes



Other Relevant Information

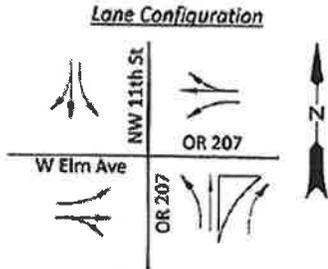
Existing and future year volumes are seasonally adjusted. Future volumes also include current development growth.



Preliminary Signal Operations Design

Traffic-Roadway Section
 Traffic Engineering Unit
 Phone: (503) 986-3568

Recommended Signal Design



Crosswalks

- All crosswalks provided
- Following crosswalks closed
 - North Approach
 - South Approach
 - East Approach
 - West Approach

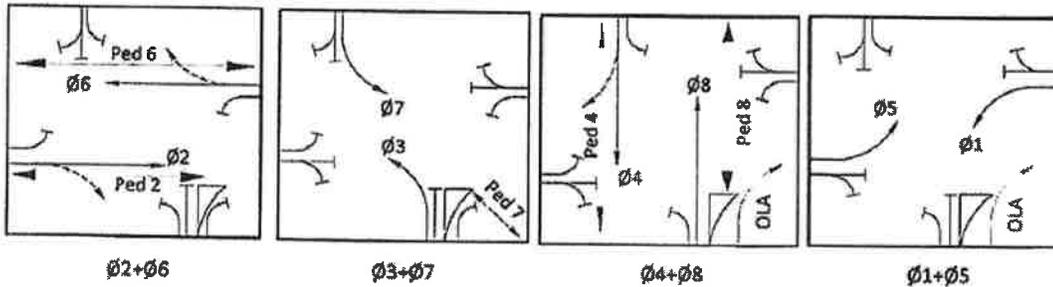
Bike Lanes

- North Approach
- South Approach
- East Approach
- West Approach

Other Required Features

- Signal interconnect to: Signal @ Elm and 1st Place
- Communication type: EnCom Radio/Ethernet
- 2070 controller
- Illumination
- Audible/accessible pedestrian signals
- Railroad preemption
- Other: _____

Recommended Vehicle and Pedestrian Phasing



Notes regarding right-turn lane control

OLA = $\phi 1 + \phi 8$

Northbound right-turn slip lane will be signal controlled.

Primary considerations used to determine left-turn phasing

All left-turn movements will be protected only. Phase 1 will be min recalled.

Considerations for mitigating bike-vehicle conflicts (if any)

Bike lanes will be provided on all approaches.

Design Vehicle Information (to be confirmed with Roadway Designer)

Design for

Design Vehicle:

If Bus or Other, specify: _____

Accommodate

Recommended by: _____

Daniel Fine

Region Signal Operations Engineer