

## **2002 POLICY STATEMENT FOR COOPERATIVE TRAFFIC CONTROL PROJECTS**

### WITNESSETH

Whereas, there is a history of State cooperation with Oregon cities and counties for uniformity and fairness in sharing installation, maintenance, and operating costs for traffic signals and roadway illumination at intersections or interchanges between state highways and city streets or county roads; and

Whereas, revisions to the previous policies are warranted by changing conditions; and

Whereas, the current Policy Statement has been in place since 1984 and conditions since then have changed,

Now, therefore, it is deemed appropriate with these changed conditions to replace the 1984 Policy Statement as follows.

Henceforth, this Policy Statement is established by and between the parties hereto to be effective from the date of its endorsement. This Policy Statement is based on the concept of mutual cooperation of the jurisdictions involved. It is not intended to obligate a jurisdiction to fund or participate in any particular project.

Traffic signal agreements and supplements existing prior to adoption of this policy shall remain in full force and effect. Agreements for existing intersections should only be amended when all parties agree. Agreements covering traffic signals, flashing beacons, and/or illumination systems may be negotiated on a site-by-site basis or a jurisdiction-wide basis, subject to the applicable portions of this document.

#### I. Traffic Signal Approval

The Oregon Department of Transportation (ODOT) maintains a statewide "Traffic Signal Approval List" for traffic signal installations that have been approved for installation on the State Highway System. The list is available from ODOT's Traffic Management Section upon request. The list is revised as additional traffic signal installations are approved by the State Traffic Engineer. ODOT Regions, or their representatives, in conjunction with local agencies, are responsible for prioritizing, requesting approval, and scheduling traffic signal installations, as resources become available.

## II. Traffic Signal Cost Sharing

If an intersection involving a state highway and a city street or county road is on the “Traffic Signal Approval List”, cost sharing shall be as negotiated and agreed to by ODOT and the other agencies (city and/or county) involved. **If the participating parties cannot agree, the following cost sharing proportions (based on the previous policy statement) are recommended:**

### A. Projects in Cities or Counties with a population below 10,000 on the date the agreement takes effect.

1. Installation costs  
Negotiated between ODOT’s region representative and the local agency as part of the project funding
2. Maintenance costs  
ODOT – 100%
3. Power costs  
ODOT – 100%

### B. Projects in Counties or Cities with a population between 10,000 and 50,000 on the date the agreement takes effect

1. Installation costs  
Negotiated between ODOT’s region representative and the local agency as part of the project funding
2. Maintenance costs  
ODOT – 100%
3. Power costs  
County or City – 100%

### C. Projects in Counties or Cities with a population over 50,000 on the date the agreement takes effect.

1. Installation costs  
Negotiated between ODOT’s region representative and the local agency as part of the project funding
2. Maintenance costs  
ODOT – 50%

County or City – 50%

3. Power costs

ODOT – 50%

County or City – 50%

D. Billing

Billings between agencies may be based on average annual costs, actual costs per intersection, or other method agreed upon. Billings are subject to review by the agency being billed.

E. Traffic Signals at Private Approaches

It is ODOT's intent to only allow traffic signals on state highways at intersections with public roads or locations identified on Transportation System Plans or other local plans that will be public roads in the future. However, in the infrequent cases where traffic signals are approved at private approaches to state highways ODOT will work in cooperation with the local jurisdiction to assure the safety of the installation and the appropriate contribution to expenses from the private development.

The installation cost shall be the responsibility of the private development, unless other negotiated arrangements are made. Any modifications of existing traffic signal equipment or timing plans shall be subject to State approval. The cost of such modifications, including traffic signal interconnect, fire and railroad preemption, and the like, shall be paid for by the development, or other local funding mechanisms.

Power and maintenance cost responsibilities will be identified in a three-party agreement between ODOT, the local jurisdiction, and the development. Provision should be made in the agreement for responsibilities for power, maintenance or possible removal of signals in the event of permanent closure of the development.

Provisions shall be made to acquire easements for ODOT or its agents to perform maintenance services.

### III. Cost Sharing for Other Installations

#### A. School Crossing Signals and Fire Station Signals

The allocation of installation, maintenance, and power costs shall be negotiated between ODOT's region representative and the school or fire district and other local agency, if any, which may be involved.

#### B. Flashing Beacon Installations

The allocation of installation, maintenance, and power costs shall be the same as for traffic signal installations.

### IV. Traffic Signal Projects Involving the Intersection of Two or More State Highways

The cost of installation shall be paid by ODOT, or where circumstances warrant, by an agreement negotiated between the developer, local agency, and the state. Maintenance and power shall normally be the responsibility of ODOT. Exceptions such as transfer of ownership or additional non-state approaches at an intersection will be cause for power and maintenance costs to be negotiated.

### V. Traffic Signal Revisions

With the exception of emergency vehicle preemption and transit priority systems, the cost allocation of revising, upgrading, or replacement of any major portion of a traffic signal installation shall be as stipulated in Part II of this policy statement, if all governmental jurisdictions involved agree to the necessity of the work.

### VI. Illumination Cost Sharing

Statewide illumination installations are very limited in number and scope. Refer to ODOT's 1997 illumination policy for more information. **If an illumination project is considered, the following shall apply unless negotiated differently between the region's representative and other**

**agreement parties.** When illumination is installed as part of a traffic signal, the power and maintenance costs are normally allocated on the same basis as the traffic signal.

A. Illumination installation, maintenance, and power costs on State

Freeways.

ODOT – 100%

B. Projects on other State Highways.

1. Inside city boundaries, if both governmental jurisdictions agree as to the necessity of the illumination and the illumination is in keeping with ODOT's illumination policy.

a. Installation costs

Negotiated between ODOT's region representative and the local agency as part of the project funding

b. Maintenance costs

ODOT – 25%

City – 75%

c. Power costs

ODOT – 25%

City – 75%

2. Outside of city boundaries, if all governmental jurisdictions agree as to the necessity of the illumination, and the illumination is in keeping with ODOT's illumination policy, cost participation should be negotiated based on individual analysis.

3. When an illumination system on a state highway is removed because of road construction project, and the need for illumination still exists, it will be replaced as part of the new construction, subject to the same cost sharing ratio as the rest of the project.

## VII. Performance of Maintenance

Agreements shall assign maintenance responsibility, using language similar to the following:

### “GENERAL PROVISIONS”

“All maintenance performed on traffic signal and illumination facilities shall meet the current ODOT maintenance standards. Personnel performing the maintenance shall meet the qualifications as described in the ODOT Maintenance Guide.” [“Current” here means identifying the most recent edition at the time the particular agreement is signed.]

“If a city or county cannot or does not fulfill its maintenance obligations, including routine replacement of equipment, ODOT reserves the right to perform, or cause to be performed, the necessary maintenance and bill the local agency for its share of the costs.”

## VIII. Traffic Signal Timing

Agreements shall assign traffic signal timing responsibility, using language similar to the following:

### “GENERAL PROVISIONS”

“Traffic signal timing shall be the responsibility of ODOT, unless there is an agreement that specifically allows a city or county to perform that function. ODOT shall retain the right of review of the traffic signal timing for signals on state highways, or those which ODOT maintains, and shall reserve the right to request adjustments when needed.

In cases where the city or county modifies timing to add railroad or emergency vehicle preemption, bus priority, or other changes that affect vehicle or pedestrian clearances, or operation of the state highway, such modifications shall be reported to ODOT’s Region Traffic Engineer.

ODOT's Region Traffic Engineer will notify the local jurisdiction whenever timing changes that affect the operation of local street connections to the state highway are scheduled.

All modifications shall follow guidelines set forth in the current Manual on Uniform Traffic Control Devices, and the current ODOT Traffic Signal Policy and Guidelines." ["Current" here means identifying the most recent edition at the time the particular agreement is signed.]

#### IX. Preemption Devices

For new traffic signals on state highways where signal preemption devices have been approved, such devices will be included in the installation at no cost to the user(s) unless an agreement states otherwise. When signal preemption devices are added to an existing traffic signal or the existing signal preemption devices must be upgraded, the cost shall be the responsibility of the user(s) unless an agreement states otherwise. The cost of traffic control signal operating devices shall be the responsibility of the user(s) except when specific funding has been identified for such equipment as a part of a project. If an entity's request to use a traffic control signal operating device constitutes an additional use, the incremental cost, if any, shall be allocated to the additional user(s) [ORS 815.445(2); OAR 734-020-0320(3)(a)]. The cost responsibility for maintenance of signal preemption devices will not be considered as a separate item from traffic signal maintenance unless it is specifically addressed in an agreement.

#### X. Policy Revision

If requested by a signatory organization, this policy shall be subject to review.

In witness whereof, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written.

This Policy Statement was approved by the Oregon Transportation Commission on \_\_\_\_\_ May 14\_\_\_\_, \_2002\_\_, at which time the Executive Deputy Director was authorized and directed to sign said Policy Statement for and on behalf of the Commission. ~~Said authority is set forth in Volume \_\_\_\_\_, Minute Book of the Transportation Commission.~~<sup>1</sup>

Reviewed for ODOT

State of Oregon, by and through  
it's Department of Transportation

\_\_\_\_ Dale K. Hormann \_\_\_\_\_  
Assistant Attorney General

\_\_\_\_ John E. Rosenberger \_\_\_\_  
Executive Deputy Director  
for Highway Division

\_\_\_\_ 4/18/02 \_\_\_\_\_  
Date

\_\_\_\_ 6/5/02 \_\_\_\_\_  
Date

\_\_\_\_ Ken Strobeck \_\_\_\_\_  
Executive Director  
League of Oregon Cities (LOC)

\_\_\_\_ Jane O'Keeffe \_\_\_\_\_  
President  
Association of Oregon Counties (AOC)

\_\_\_\_ 5/15/02 \_\_\_\_\_  
Date

\_\_\_\_ 5/13/02 \_\_\_\_\_  
Date

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<sup>1</sup> This is no longer done, but the approval was recorded in the meeting minutes.