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- To maintain or improve safety and operations in the US 26 project area.
- Increase interchange capacity to meet the needs for current designated industrial lands in the existing adopted comprehensive plan (primary movement WB to SB, secondary movement NB to EB) to the extent feasible.
- Address access management near the Interchange.

The Partners will commence with the design, approvals and construction of the specific Interchange improvements identified below in this MOU.

III.B. JTA Project Purpose

Increase vehicle capacity and facility performance of the West to South movement and north to east access to US 26 at the existing US 26: Brookwood Parkway Interchange within the Legislature JTA budget appropriation for this Project.

JTA Project essentially consists of: 1) the design and construction of needed improvements to Interchange facilities that have been conceptually identified and designed through previous planning work adopted by the City of Hillsboro, and 2) traffic analysis of performance of the Interchange and the other connected roadways before and after construction of the needed Interchange improvements.

III.B.1. "Base Project" Interchange Improvements

Specific, "Base Project" Interchange improvements associated with Phase I of the Project as referenced in this MOU include the following:

1. Design and construct a westbound to southbound loop ramp on US 26 at Brookwood Parkway;
2. Design and reconstruct the westbound entrance ramp to US 26 ;
3. Design and construct intersection and storage improvements for the US 26 eastbound entrance ramp;
4. Design and construct improved bicycle and pedestrian facilities and an additional travel lane southbound across the Brookwood/Helvetia overcrossing of US 26.

If funding does not materialize as anticipated above, or if unforeseen events increase the cost of construction, the Partners intend to work together diligently and in good faith in a cooperative effort to find funding to cover the deficit or to reduce the work scope to eliminate the deficit, or both.

III.B.2. Interchange Vicinity Local Circulation

During development of the base project, the partners agree to work together to develop an Interchange Area Management Plan (IAMP) that looks at local circulation including evaluating safety and access at Jacobson, Groveland, and Meek

1
2 The *US 26: Brookwood Interchange Area Management Plan* (IAMP) will be prepared
3 cooperatively by the partners in accordance with the applicable IAMP requirements set
4 forth in ODOT rules and other applicable State policies and procedures, unless its
5 preparation is otherwise waived by the mutual agreement of the Partners and by the
6 appropriate State authority.
7

8 9 **III.B.2. Additional Projects and Funding**

10
11 The following *Additional Projects* in the vicinity of the Interchange have been previously
12 identified in local planning efforts. These projects will be further evaluated and
13 prioritized along with other projects identified through the IAMP process:
14

- 15 • Add storage capacity on the EB entrance ramp to 26 and/or Brookwood, so that
16 vehicles do not back up into travel lanes on the County facility and inhibit the NB
17 through movements.
- 18 • Effectively serve bicycles and pedestrians.
- 19 • Connect Schaff Road to Jacobson (NE of interchange, potential alternate route to
20 Jacobson),
- 21 • Realign Meek Road
- 22 • Resolve site access at the SE quadrant of interchange.
23

24 Should funding remain available, beyond the JTA appropriation funds necessary for
25 completing the Base Project improvements identified in III.B.1 above, the Partners will
26 jointly determine how to prioritize and fund the *Additional Projects* improvements to
27 enhance access to and circulation around the industrial property in the vicinity of the
28 Interchange, recognizing that addressing safety issues near the Interchange should be a
29 primary focus of that process. If funds remain available for such local circulation
30 improvements, the IAMP referenced above must be done prior to constructing those local
31 circulation improvements unless IAMP preparation is properly waived by mutual
32 agreement of the Partners and by the appropriate State authority. The planning and
33 design of the local circulation components will be led by the City with ODOT
34 consultation, and will be coordinated with the County. Separate authorization from the
35 County would be required for local circulation improvements in unincorporated areas.
36

37 **IV. Statement of Partners Acknowledgement and Mutual Intent**

38 The Partners acknowledge that the obligations described in this MOU declare and express
39 their mutual Project intent only, and that the MOU is non-binding. Therefore, by signing
40 this MOU, the Partners commit to a mutual and shared intent to work together to plan,
41 design and construct the Project as generally described in this MOU.
42

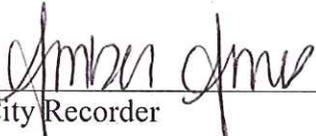
1 The Partners also acknowledge and understand that, if needed to complete the Project as
2 generally described in this MOU, the Partners intend in good faith to execute needed
3 Cooperative Improvement/Intergovernmental Agreement(s) to address reasonable
4 funding amounts need for potential services that would be provided by the Partners, other
5 than ODOT, as part of this Project or to address Project impacts to facilities, other than
6 ODOT facilities.

7
8 This MOU may be executed in counterparts (facsimile or otherwise) which when taken
9 together shall constitute one document for the Partners, notwithstanding that all Partners
10 are not signatories to the same counterpart. All copies of this MOU so executed shall
11 constitute an original.

12
13
14 **CITY OF HILLSBORO**

15
16 By: 
17 Jerry W. Willey, Mayor

18
19 Date: 8-4-10

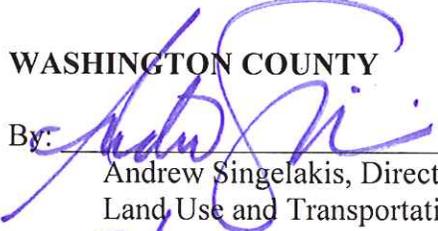
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21
22 Attest: 
23 City Recorder

14 **OREGON DEPARTMENT OF
TRANSPORTATION**

16 By: 
Jason Tell, Region 1 Manager

18 Date: 8/5/10

24
25
26 **WASHINGTON COUNTY**

27
28 By: 
29 Andrew Singelakis, Director
30 Land Use and Transportation

31
32 Date: 7/10/10