

Agenda
Albany Area Metropolitan Planning Organization
Policy Board

Date: Wednesday, June 22, 2016
Time: 2:30 – 4:30 pm
Location: Oregon Cascades West Council of Governments
Upstairs Meeting Room / 1400 Queen Ave. SE, Albany
Contact: Theresa Conley, AAMPO Coordinator - (541) 924-4548

- I. 2:30 Call to Order and Agenda Review Roger Nyquist, AAMPO Chair**
- II. 2:35 Public Comment Roger Nyquist**
- III. 2:45 Minutes of April 27, 2016 Meeting (Attachment A) Roger Nyquist**
Action Requested: Approval of April 27, 2016 Meeting Minutes
- IV. 2:50 I-5: Knox Butte and Santiam Interchanges Jerry Wolcott**
Action Requested: No action required, discussion only
- As a follow-up to the I-5 Environment Assessment process, ODOT is refining designs for the Knox Butte and Santiam Interchanges. ODOT staff is seeking local review and comment on three design options and information regarding public outreach requirements at the local level.
- V. 3:10 Transportation Improvement Program Updates Theresa Conley**
Action Requested: No action required, discussion only
- Staff will provide an update on AAMPO Surface Transportation Program (STP) balances for the current and prior fiscal years, and will provide information about one administrative amendment. The amendment moved unspent funds, amounting to less than 5% of the project cost, from a prior phase into an upcoming phase of the *Corvallis to Albany Trail: Scenic Dr – Springhill* project.
- VI. 3:20 ODOT / MPO / Transit Operator IGA (Attachment B) Theresa Conley**
Action Requested: Approval of ODOT / MPO / Transit IGA

Agenda continued on next page -

The meeting location is accessible to persons with disabilities. Sign language, interpreter services or other accommodations can also be provided by contacting Emma Chavez at least 48 hours prior to the meeting. Emma can be reached at 541-967-8551 (TTY/TTD 711) or echavez@ocwcog.org.

MPOs are required to establish coordination agreements with the local transit operator and the State Department of Transportation. These agreements outline the roles and responsibilities of each entity in carrying out metropolitan transportation planning processes. The agreement is reviewed and updated on a five-year cycle, or as necessary. Staff will review the current agreement (attached) and discuss proposed amendments. The Board is asked to consider approval of the amended agreement, or to consider approval at the July meeting if further review is needed.

VII. 3:30 Regional Transportation Plan Update (Attachment C) Theresa Conley
Action Requested: Appointment of new RTP TAC member

Staff will briefly outline next steps in development of the Regional Transportation Plan and Transit Development Plan. These include use of the “Mosaic” value and cost-informed planning tool, modeling potential capacity impacts of a Millersburg bridge, and more focused work on the transit plan. A summary of public input through March 2016 is attached in order to help inform continued work on the plan.

The Board is asked to consider appointment of Rob Emmons, Lebanon Engineer, to the technical advisory committee for the RTP process.

VIII. 3:40 Staff Updates Theresa Conley
Action Requested: No action required, discussion only

- i. AAMPO FY16-17 funding agreement
- ii. Linn-Benton Loop governance agreement
- iii. DLCAD Advisory Committee on Metropolitan Transportation Plan and Greenhouse Gas Reduction Targets
- iv. TGM applications

IX. 3:55 ODOT Updates Frannie Brindle
Action Requested: No action required, discussion only

- i. Governor’s Vision Panel Report and upcoming *Joint Committee on Transportation Preservation and Maintenance* field hearings
- ii. Oregon Bicycle and Pedestrian Plan

X. 4:10 Adjourn Roger Nyquist

Next meeting: July 27th, 2016

**ALBANY METROPOLITAN PLANNING ORGANIZATION
POLICY BOARD MEETING MINUTES**

Wednesday, April 27, 2016

2:30 – 4:30 pm

Oregon Cascades West Council of Governments
Upstairs Conference Room / 1400 Queen Ave. SE, Albany

Policy Board Members Attending: Frannie Brindle, Dave Beyerl, Floyd Collins and Gary Powell

Members Absent: Annabelle Jaramillo, Darrin Lane and Roger Nyquist

Alternates Present: Georgia Edwards, Walt Perry, and Valerie Grigg Devis

Staff Attending: Theresa Conley and Emma Chavez

Guests: Chris Bailey

TOPIC	DISCUSSION	DECISION / CONCLUSION
I. Call to Order and Agenda Review		The meeting was called to order at 2:40
II. Public Comment		There were no public comments.
III. Minutes of March 23, 2016 Meeting Minutes		Consensus from the Policy Board to approve the March 23, 2016 meeting minutes as written.
IV. FY16-17 Unified Planning Work Program (UPWP)	The FY16-17 Work Program was reviewed by FHWA, FTA and ODOT on March 17 th . Many Policy Board members also attended that meeting. Comments from that meeting have been incorporated into the document and a final review from the TAC took place on April 14. Staff reviewed key changes that were made. The Policy Board was requested to approve the FY16-17 UPWP.	Consensus from the Policy Board to approve the FY16-17 Unified Planning Work Program as presented.

<p>V. Potential TGM Grant Applications</p>	<p>The Board supported the TAC’s recommendation that MPO staff put together a TGM grant application for ADA transition planning for the AAMPO area. The TAC has suggested that the project focus on the smaller cities in order to help them gather data on existing conditions and scope out what their transition plan would look like. It is important to note that participating jurisdictions need to adopt the plan(s). Adoption of the plan would indicate completion of the TGM project.</p> <p>Lee Lazaro, Benton County Special Transportation Coordinator, is working on a TGM grant application for a Regional Transportation Coordination project. Staff will continue to provide updates of the project to the Policy Board.</p>	<p>Staff will draft a memo for jurisdictions to present to their council for approval.</p>
<p>VI. TIP Amendment</p>	<p>The Board was provided with memo on several TIP amendments. The Board was asked to approve amending the FFY15-18 Transportation Improvement Program to include the following:</p> <ul style="list-style-type: none"> • Add FY17 and FY18 OCWCOG transportation options program funds. In this program funds are used to promote and encourage the use of alternative modes of transportation. Some of the activities in this program occur in the AAMPO are, therefore the program must be added to the AAMPO TIP. <p>Project Funding: FFY17: \$66,296 federal / \$7,588 local FFY18: \$66,296 federal / \$7,588 local</p> <ul style="list-style-type: none"> • Add Right of Way phase for the Corvallis to Albany Trail: Scenic Drive to Springhill Drive. This phase adds \$202,505 not spent and de-obligated from phase one. ODOT Region 2 will be paying for the match. <p>Project Funding:</p>	<p>Consensus from the Policy Board to approve amending the FY15-18 TIP with the noted changes.</p>

	<p>ROW (2016) \$202,522 Preliminary Engineering (2016) \$268,000 Construction (2017) \$2,166,000</p> <p>Staff also notified the Board that an Administrative Amendment was made for the Corvallis to Albany Trail: Scenic Drive to Springhill Drive. The amendment clarifies that the project would be administered by the local agency with guidance from the ODOT regional local agency liaison.</p>	
<p>VII. Regional Transportation Plan Next Steps</p>	<p>Staff provided a brief progress report on the RTP work and stated that there will be a more thorough briefing in June.</p>	
<p>VIII. Information Sharing</p>	<ol style="list-style-type: none"> <li data-bbox="617 677 1524 1000">i. Highway Safety Improvement Program and Safety Performance Measures Final Rules – MAP21 directed MPOs and ODOT to use new performance based processes. With the passage of the FAST Act, these requirements are still in place. The safety performance measures will have the most impact on MPO activities. These measure focus on serious and fatal injuries on all roads, not just the national highway system. MPOs are able to choose their own targets or use the State targets. Staff will work with ODOT on the required reporting. <li data-bbox="617 1040 1524 1325">ii. COG Staffing Updates – Theresa presented Seth Sherry as a new Planning staff to the Community and Economic Development Department at COG. Seth advised that he is the lead contact for the Hwy 34 Scenic Byway project. He announced that an Open House is scheduled for Wednesday, May 4th at the Benton County Sunset Building from 5:30 to 6:30 and members are invited to attend. Two additional public meetings are scheduled and will be announced. 	

	<p>iii. AAMPO Website Update – Theresa reviewed the new COG website with members on the projector. She showed them how to get to the AAMPO webpages and asked for members to email her any suggestions for improvements.</p>	
<p>IX. Jurisdictional Updates</p>	<ul style="list-style-type: none"> • City of Tangent – has a new paved road. • City of Albany – trucks are turning over at Springhill and Hwy 20, due to the super-elevation. This issue will be discussed at the City Council meeting tonight. • ODOT – FLAP grant applications are due in July. Hwy 20 closures will be after the Jamboree in Mid August to September. There will be total a total road closure with detours. 	
<p>X. Adjourn</p>	<p>Meeting adjourned at 3:40 pm.</p>	

INTERGOVERNMENTAL AGREEMENT
ODOT/MPO/Transit Operator Agreement
Financial Plans and Obligated Project Lists
Albany Area Metropolitan Planning Organization (AAMPO)
City of Albany

ORIGINAL

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 "ODOT;" the ALBANY AREA METROPOLITAN PLANNING ORGANIZATION, acting by and through its Policy Board, hereinafter referred to as "AAMPO;" and the CITY OF ALBANY, acting by and through its designated officials, hereinafter referred to as "City," all herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, state agencies may enter into agreements with units of local government 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.
2. Intergovernmental agreements defining roles and responsibilities for transportation planning between ODOT, the Metropolitan Planning Organization (MPO) for an area, and the public transit operator(s) for the area are required by the Code of Federal Regulation (CFR), Chapter 23, Section 450.314 which states that:

"The MPO, the State(s), and the public transportation operator(s) shall cooperatively determine their mutual responsibilities in carrying out the metropolitan transportation planning process. These responsibilities shall be clearly identified in written agreements among the MPO, the State(s), and the public transportation operator(s) serving the MPA. To the extent possible, a single agreement between all responsible parties should be developed. The written agreement(s) shall include specific provisions for cooperatively developing and sharing information related to the development of financial plans that support the metropolitan transportation plan (see §450.322) and the metropolitan TIP (see §450.324) and development of the annual listing of obligated projects (see §450.332)."

3. AAMPO is an ORS 190 intergovernmental organization consisting of the governments of the City of Albany, City of Jefferson, City of Millersburg, City of Tangent, Benton County, Linn County, and ODOT, designated in February 2013 by the Governor of Oregon as the Metropolitan Planning Organization for the Albany Urbanized Area. Establishment of this MPO is outlined in ODOT Agreement No. 29480 between ODOT and the aforementioned entities. AAMPO is the recipient of the Federal Highway Administration's Planning (PL) funds and the Federal Transit Administration Section 5303 funds. ODOT Agreement No. 29480 remains in effect and is not in any way modified by this Agreement.

- JAN 2000
4. AAMPO is responsible for the development of transportation plans, transportation improvement programs, work programs, and all other actions necessary to carry out the metropolitan transportation planning process. A decision must be made by the AAMPO Policy Board using the procedures established to adopt the Regional Transportation Plan (RTP) and the Transportation Improvement Program (TIP). In order to be implemented, the recommendations of all other regionally significant transportation planning efforts need to be incorporated into the Transportation Plan and TIP. Therefore, it is the general policy of AAMPO that transportation planning products be developed with the goal of obtaining consensus support from the AAMPO Policy Board. This general approach requires a high level of communication between all of the AAMPO participants. The identification of roles and responsibilities of the Parties for the transportation planning process are addressed in ODOT Agreement No. 29480, incorporated herein by this reference.
 5. City manages and operates the Albany Transit System (ATS) and is the fixed-route public transportation operator for the Albany urbanized area. The City of Albany is the direct recipient of the Federal Transit Administration Section 5307 Program funds in the MPO area.
 6. This Agreement shall be included as an appendix to the Unified Planning Work Program (UPWP) and should be reviewed on an annual basis.

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. Pursuant to the authority above, ODOT, AAMPO, and City agree to define roles and responsibilities in carrying out the metropolitan transportation planning and metropolitan transportation financial planning processes, as further described in the Statement of Work, marked "Exhibit A," attached hereto and by this reference made a part hereof.
2. This Agreement only addresses roles and responsibilities, and does not address funding. Funding will be the responsibility of each Party for their own duties and obligations, and may be the subject of other agreements among the Parties.
3. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate five (5) calendar years following the date all required signatures are obtained.
4. This Agreement may be revisited as needed, when the Parties so determine, and will be reviewed upon commencement of the MPO recertification or self-certification process. If the Parties determine there is a need to add or revise the roles and responsibilities, the Parties will enter into an amendment to this Agreement.

ODOT OBLIGATIONS

1. ODOT will engage the other Parties to this Agreement in its planning activities and financial planning activities as further identified in Exhibit A. Where ODOT is the lead agency for a product, it will be responsible for pursuing communication with the other Parties as agreed. Early communication will be sought in good faith, such that affected Parties have the opportunity to influence the final outcome or decisions.
2. Where ODOT is a party of interest to a planning project or a financial planning process, it will have the option of participating in the development of the planning product, or participate in the development of the financial planning product as specified in this Agreement. ODOT will offer information and opinions such that the lead agency and other participants have the opportunity to understand its positions, concerns, conflicts, and any likely objections to proposed outcomes.
3. ODOT's Project Manager for this Agreement is Valerie Grigg-Devis, Senior Planner, ODOT Area 4, 3700 SW Philomath Boulevard, Corvallis, Oregon 97333-1147; phone (541) 757-4211; email: valerie.griggdevis@odot.state.or.us, or assigned designee upon individual's absence. ODOT shall notify the other Parties in writing of any contact information changes during the term of this Agreement.

AAMPO OBLIGATIONS

1. AAMPO will engage the other Parties to this Agreement in its planning activities and financial planning activities as further identified in Exhibit A. Where AAMPO is the lead agency for a product, it will be responsible for pursuing communication with the other Parties as agreed. Early communication will be sought in good faith, such that affected Parties have the opportunity to influence the final outcome or decisions.
2. Where AAMPO is a party of interest to a planning project or a financial planning process, it will participate in the development of the planning product as specified in this Agreement. AAMPO will offer information and opinions such that the lead agency and other participants have the opportunity to understand its positions, concerns, conflicts, and any likely objections to proposed outcomes.
3. AAMPO's Project Manager for this Agreement is Jackie Mikalonis, Community and Economic Development Department Director, Oregon Cascades West Council of Governments, 1400 Queen Street, Suite 205, Albany, Oregon 97322; phone: (541) 967-8551; email: jmikalon@ocwcog.org, or assigned designee upon individual's absence. AAMPO shall notify the other Parties in writing of any contact information changes during the term of this Agreement.

CITY OBLIGATIONS

1. City will engage the other Parties to this Agreement in its planning project or financial planning activities as further identified in Exhibit A. Where City is the lead agency for a product, it will be responsible for pursuing communication with the other Parties as

agreed. Early communication will be sought in good faith, such that affected Parties have the opportunity to influence the final outcome or decisions.

2. Where City is a party of interest to a financial planning process, it will participate in the development of the planning product as specified in this Agreement. City will offer information and opinions such that the lead agency and other participants have the opportunity to understand its positions, concerns, conflicts, and any likely objections to proposed outcomes.
3. City's Project Manager for this Agreement is Jon Goldman, Transportation Superintendent, City of Albany, 310 Waverly Drive NE, Albany, Oregon 97321; phone: (541) 917-7600; email: jon.goldman@cityofalbany.net, or assigned designee upon individual's absence. City shall notify the other Parties in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by any Party upon thirty (30) days' notice, in writing and delivered by certified mail or in person.
2. Any Party may terminate this Agreement effective upon delivery of written notice to the other Parties, or at such later date as may be established by that Party, under any of the following conditions:
 - a. If the other Parties fail to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If the other Parties fail to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from the other Party fails to correct such failures within ten (10) days or such longer period as other Party may authorize.
 - 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 the Parties are 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. The Parties 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 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, the Parties 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.

5. All employers, including all Parties, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. All Parties shall ensure that each of its subcontractors complies with these requirements.
6. The Parties shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
7. AAMPO and City acknowledge and agree that ODOT, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of AAMPO and City which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after expiration of this Agreement. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by ODOT.
8. 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 ODOT, AAMPO or City with respect to which the other Party(ies) may have liability, the notified Party must promptly notify the other Party(ies) in writing of the Third Party Claim and deliver to the other Party(ies) 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.
9. With respect to a Third Party Claim for which ODOT is jointly liable with AAMPO or City (or would be if joined in the Third Party Claim), ODOT 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 AAMPO or City in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of AAMPO or 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 ODOT on the one hand and of AAMPO or City on the other hand shall be determined by reference to, among other

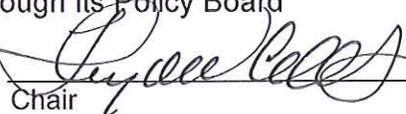
things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. ODOT's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.

10. With respect to a Third Party Claim for which AAMPO or City is jointly liable with ODOT (or would be if joined in the Third Party Claim), AAMPO or 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 ODOT in such proportion as is appropriate to reflect the relative fault of AAMPO or City on the one hand and of ODOT 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 AAMPO or City on the one hand and of ODOT 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. AAMPO's or 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.
11. 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.
12. The Parties certify and represent that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of their Party, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind the Party.
13. 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.
14. 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 ODOT to enforce any provision of this Agreement shall not constitute a waiver by ODOT of that or any other provision.

ODOT/AAMPO/City
Agreement No. 29485

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.

**ALBANY AREA METROPOLITAN
PLANNING ORGANIZATION**, by and
through its Policy Board

By 
Chair

Date 12/12/13

CITY OF ALBANY, by and through its
designated officials

By 
City Manager

Date 1/23/14

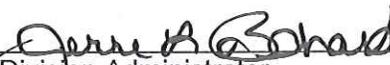
AAMPO Contact

Jackie Mikalonis, Community and Economic
Development Department Director
Oregon Cascades West Council of
Governments.
1400 Queen Street, Suite 205
Albany, OR 97322
Phone: (541) 967-8551
Email: jmikalon@ocwcog.org

City Contact

Jon Goldman, Transportation Superintendent
City of Albany
310 Waverly Drive NE
Albany, OR 97321
Phone: (541) 917-7600
Email: jon.goldman@cityofalbany.net

STATE OF OREGON, by and through its
Department of Transportation

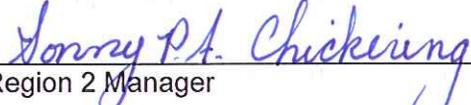
By 
Division Administrator
Transportation Development

Date 2/13/14

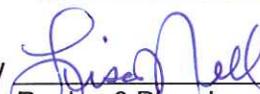
By 
Division Administrator
Public Transit

Date 12 Feb 2014

APPROVAL RECOMMENDED

By 
Region 2 Manager

Date 02-06-14

By 
Region 2 Planning and Development
Manager

Date 2-4-14

ODOT Contact

Valerie Grigg Devis, Senior Region Planner
ODOT, Area 4
3700 SW Philomath Boulevard
Corvallis, OR 97333-1147
Phone: (541) 757-4159
Email: valerie.griggdevis@odot.state.or.us

**EXHIBIT A
STATEMENT OF WORK**

1. **ACRONYMS** – These acronyms are common to financial plan and obligated projects development and maintenance processes.

AAMPO: Albany Area Metropolitan Planning Organization

ATS: Albany Transit Service

ATU: Oregon Department of Transportation, Active Transportation Unit, Program and Funding Services

FHWA: Federal Highway Administration

FMIS: Federal Management Information System

FTA: Federal Transit Administration

MPO: Metropolitan Planning Organization

ODOT: Oregon Department of Transportation

PCS: Project Control System

PTD: ODOT Public Transit Division

PTO: Public Transit Operator

RTP: Regional Transportation Plan

STIP: Statewide Transportation Improvement Program

TIP: Transportation Improvement Program

2. **DEFINITIONS** – The following definitions apply to this Agreement specifically and shall not be construed to apply to any other agreement between any of the Parties. They may differ from those listed for these terms in the federal regulations.

a. **Available Funds:** Funds derived from an existing source dedicated to or historically used for transportation purposes. For federal funds, authorized and/or appropriated funds and the extrapolation of formula and discretionary funds at historic rates of increase are considered "available." A similar approach may be used for state and local funds that are dedicated to or historically used for transportation purposes.

- b. **Committed Funds:** Funds that have been dedicated or obligated for transportation purposes. For state funds that are not dedicated to transportation purposes, only those funds over which the Governor has control may be considered "committed." Approval of a TIP by the Governor is considered a commitment of those funds over which the Governor has control. Local or private sources of funds not dedicated to or historically used for transportation purposes (including donations of property), a commitment in writing (e.g. letter of intent) by the responsible official or body having control of the funds may be considered a commitment. New starts or small starts projects involving 49 U.S.C. 5309 funding, execution of a Full Funding Grant Agreement (or equivalent) or a Project Construction Grant Agreement with the USDOT shall be considered a multi-year commitment of federal funds.
- c. **Consider:** Take into account opinions and relevant information from other Parties in making a decision. Receive the information or comments, acknowledge such, and document the acknowledgement. Those receiving comments are not bound by the opinions or information received.
- d. **Consult:** Confer with other identified Parties in accordance with an established process; consider the views of other Parties prior to taking action, inform other Parties about action taken in accordance with established process. This communication should be timely, and ahead of decisions. Those receiving comments are not bound by the opinions or information received.
- e. **Cooperate/Collaborate:** Parties involved work together to achieve a common goal or objective. Cooperation or collaboration are often employed where multiple Parties have a vested interest in the outcome and may involve a shared project or policy outcome. Parties may share expertise, resources, etc., to accomplish the goal.
- f. **Coordinate:** Develop plans, programs, and schedules in consultation with other agencies party to the Agreement such that agencies' separate projects do not conflict. Coordinated projects are usually those for which all Parties, other than the lead agency, do not have a vested interest and are often specific projects rather than policy outcomes. The lead agency is the project proponent and the other Parties are not deeply involved. The lead agency is expected to consult with the others to ensure efficiencies are utilized and conflicts are avoided. Parties with legal standing should be involved in the coordination and Parties should operate in good faith.
- g. **Financially Constrained or Fiscal Constraint:** The metropolitan transportation plan, TIP, and STIP includes sufficient financial information for demonstrating that projects in the metropolitan transportation plan, TIP, and STIP can be implemented using committed, available, or reasonably available revenue sources, with reasonable assurance that the federally supported transportation system is being adequately operated and maintained. The TIP and the STIP, financial

constraint/fiscal constraint applies to each program year. Additionally, projects in air quality nonattainment and maintenance areas can be included in the first two (2) years of the TIP and STIP only if funds are "available" or "committed."

- h. **Financial Plan:** The required documentation included with both the metropolitan transportation plan and TIP (and optional for the long-range statewide transportation plan and STIP) that demonstrates the consistency between reasonably available and projected sources of federal, state, local, and private revenues and the costs of implementing proposed transportation system improvements.
- i. **Illustrative Project:** An additional transportation project that may (but is not required to) be included in a financial plan for a metropolitan transportation plan, TIP, or STIP if reasonable additional resources were to become available.
- j. **Lead Agency:** Agency responsible for making sure the project is completed and communication protocols are followed.
- k. **Levels of Communication:** Consider, Consult, Coordinate, Cooperate, or Collaborate. The Agreement may employ any or all of these terms and different products may utilize these different levels of communication between the agencies involved.
- l. **Metropolitan Planning Area (MPA):** The geographic area determined by agreement between the Metropolitan Planning Organization (MPO) for the area and the Governor, in which the metropolitan transportation planning process is carried out.
- m. **Metropolitan Planning Organization (MPO):** The policy board and agency staff of an organization created and designated to carry out the metropolitan transportation planning process.
- n. **Obligated Projects:** The projects funded under title 23 U.S.C. and title 49 U.S.C. Chapter 53 for which the supporting federal funds were authorized and committed by the state or designated recipient in the preceding program year, and authorized by the FHWA or awarded as a grant by the FTA.
- o. **Oregon Department of Transportation (ODOT):** Oregon's state transportation agency.
- p. **Owner:** The agency that keeps and maintains the final product.
- q. **Party of Interest:** A party to this Agreement that is not the lead agency for a particular planning project, but is affected by that project.

- r. **Planning Project:** A planning activity that leads to a planning product. Planning products that may be developed may include plans, programs, tools, and administrative products such as those listed below.
- s. **Project Control System – X (PCSX):** Project Control System data entry screen for new projects to be included in the STIP under development.
- t. **Public Transit Operator (PTO):** The primary provider(s) of public transportation services in an area.
- u. **Reasonably Available Funds:** New funding sources that are reasonably expected to be available. New funding sources are revenue that do not currently exist or that may require additional steps before the state DOT, MPO, or public transit agency can commit such funding to transportation projects.
- v. **Regional Transportation Plan (RTP):** The required long-range multimodal transportation plan for the metropolitan area (also may be called the Metropolitan Transportation Plan [MTP]).
- w. **Regionally Significant Project:** A transportation project (other than projects that may be grouped in the TIP and/or STIP, or exempt projects as defined in the Environmental Protection Agency's (EPA's) transportation conformity regulation 40 CFR 93) that is on a facility which serves regional transportation needs (such as access to and from the area outside the region; major activity centers in the region; major planned developments such as new retail malls, sports complexes, employment centers, or transportation terminals) and would normally be included in the modeling of the metropolitan area's transportation network. At a minimum, this includes all principal arterial highways and all fixed guideway transit facilities that offer a significant alternative to regional highway travel.
- x. **Responsible:** Answerable or accountable, as for something within one's power, control, or management. There can be multiple levels or roles in responsibility. Examples of levels of responsibility include:
 - *Authority:* Authority to make the final decision; signature authority.
 - *Lead:* Responsible for making sure the activity is completed and communication protocols are followed.
 - *Coordination:* Responsible for coordinating all elements necessary to complete an activity.
 - *Support:* Provide administrative or technical support necessary to complete an activity.
 - *Information:* Provide input and information necessary to complete an activity.

- y. **Statewide Transportation Improvement Program (STIP):** The statewide prioritized listing/program of transportation projects covering a period of four (4) years that is consistent with the long-range statewide transportation plan, metropolitan transportation plans, and TIPs, and required for projects to be eligible for funding under title 23 U.S.C. and title 49 U.S.C. Chapter 53.
- z. **Sufficient Financial Information:** Financial information that is required in the project control system (PCSX) data entry tool and proof of local commitment to provide matching funds where local match is included in project finance (such as inclusion in the local capital improvement program).
- aa. **Transportation Improvement Program (TIP):** The prioritized listing/program of transportation projects covering a period of four (4) years that is developed and formally adopted by an MPO as part of the metropolitan transportation planning process, consistent with the metropolitan transportation plan, and required for projects to be eligible for funding under title 23 U.S.C. and title 49 U.S.C. Chapter 53.
- bb. **Visualization Techniques:** The methods used by states and MPOs in the development of transportation plans and programs with the public, elected and appointed officials, and other stakeholders in a clear and easily accessible format such as maps, pictures, and/or displays, to promote improved understanding of existing or proposed transportation plans and programs.
- cc. **Year-of-Expenditure Dollars:** Dollar sums that account for inflation to reflect expected purchasing power in the year in which the expenditure will be made, based on reasonable financial principles and information.

3. SUMMARY OF PRODUCT RESPONSIBILITIES

- a. All Parties agree to cooperatively develop and share information related to the development of financial plans that support the metropolitan transportation plan, the metropolitan TIP, and the development of the annual listing of obligated projects. Such plans may include, but shall not be limited to the following:
 - I. Plans
 - Oregon Transportation Plan and Component Plans including Safety Plans
 - Regional Transportation Plan (RTP)
 - Transportation System Plan (TSP)
 - Area/Concept Plans
 - Facility Plans (including Corridor Plans, Interchange Area Management Plans, Access Management Plans, etc.
 - Transit Plans
 - Coordinated Human Services-Transit Plans

II. Programs

- Statewide Transportation Improvement Program (STIP)
- Metropolitan Transportation Improvement Program (MTIP)

III. Tools

- Transportation Demand Models (TDM)
- Land Use Models
- Integrated Models
- Data resources
- Geographic Information System (GIS) resources

IV. Administrative Products

- Air Quality Conformity
- Unified Planning Work Program (UPWP)
- Federal Certification
- Public Involvement Plan
- Title VI Plan
- Environmental Justice Plans
- Disadvantaged, Minority Business Enterprise Use Plans
- Environmental Impact Statements/Assessments
- State Agency Coordination Agreement

- b. AAMPO is specifically charged with the development of the RTP, MTIP, and UPWP. As such, AAMPO will be the Product Owner and the Lead Agency for these products and other related products. ODOT and City will provide information necessary for these products. All Parties will cooperate and collaborate in these processes. Formal communication will take place at the regular meetings of the AAMPO Technical Advisory Committee and Policy Committee, and may be supplemented with phone calls, emails, letters, and additional meetings as desired by any of the participants. Funding of these activities will be identified in the annual UPWP. The decision making process will be in accordance with Agreement No. 29480. This will be the default process used for all planning projects, unless another process is identified.

Table 1 shows the different products covered by this Agreement and each agency's level of responsibility for each product (see definition of *responsible* above). The lead agency holds overall responsibility for the product and the other agencies assist by cooperating, communicating, and sharing information necessary to complete and maintain the product. Each of these products has one lead agency and the other two (2) are partners in completion of the product by cooperating and providing support and information as needed.

Table 1

Product	Owner	ODOT	AAMPO	City
Area/Concept Plans ¹	AAMPO City ODOT	Product Owner Lead Agency Cooperate/Collaborate	Product Owner Lead Agency Cooperate/Collaborate	Product Owner Lead Agency Cooperate/Collaborate
Coordinated Human Services-Transit Plans	City	Coordinate	Cooperate/Collaborate	Product Owner Lead Agency
Facility Plans ²	ODOT	Product Owner Lead Agency	Cooperate/Collaborate	Cooperate/Collaborate
Metropolitan Transportation Improvement Program (MTIP) ³	AAMPO	Cooperate/Collaborate	Product Owner Lead Agency	Cooperate/Collaborate
Obligation Report	AAMPO	Cooperate/Collaborate	Product Owner Lead Agency	Cooperate/Collaborate
Oregon Transportation Plan and Modal Plans	ODOT	Product Owner Lead Agency	Consult	Consult
Regional Transportation Plan (RTP)	AAMPO	Cooperate/Collaborate	Product Owner Lead Agency	Cooperate/Collaborate
RTP Financial Plan	AAMPO	Cooperate/Collaborate	Product Owner Lead Agency	Cooperate/Collaborate
RTP Financial Projections	AAMPO City	Coordinates special purpose committee	Lead for private and local non-transit revenues	Lead for private and local transit revenues
Statewide Transportation Improvement Program (STIP)	ODOT	Product Owner Lead Agency	Cooperate/Collaborate	Cooperate/Collaborate
STIP Financial Plan	ODOT	Product Owner Lead Agency	Cooperate/Collaborate	Cooperate/Collaborate
Transit Plans	AAMPO City	Cooperate/Collaborate	Product Owner Lead Agency Cooperate/Collaborate	Product Owner Lead Agency Cooperate/Collaborate
TIP Financial Plan	AAMPO	Cooperate/Collaborate	Product Owner Lead Agency	Cooperate/Collaborate

¹ Plans, other than facility plans, prepared by any of the Parties.

² Facility plans include, but are not limited to, interchange area management plans, expressway management plans, access management plans, or other plans that require approval by the Oregon Transportation Commission.

³ Pursuant to 23 CFR 450.326, the MTIP is incorporated verbatim into the STIP (*"After approval by the MPO and the Governor, the TIP shall be included without change, directly or by reference, in the STIP..."*).

- I. Each time a new transportation planning project commences, the roles, responsibilities, and expectations of each Party will be written down and distributed to each participant of the project. The Parties will specify at least nine (9) items identified below; other items should be added as needed to ensure that the responsibilities and expectations of each Party are clearly identified.
 - a. Product Owner
 - b. Lead Agency
 - c. Responsibilities of each agency
 - d. Primary levels of communication
 - e. Specific communication procedures
 - f. Use of consultant services
 - g. Decision process
 - h. Funding, reporting responsibilities
 - i. Resource sharing agreements

If the answers will vary by task, project subpart, or other conditions, the responsibilities of each agency under each condition will be specified. (Definitions set forth in this Agreement will apply). An example of such a project may be an Interchange Area Management Plan, where the lead agency would be ODOT, or a Transit Center study conducted by ATS. However, any of the Parties may request that the roles and responsibilities of any "Planning Project" be clarified and redefined within the constraints of the Cooperative Agreement. AAMPO may develop a form to facilitate the identification of responsibilities.

- II. The questions that follow are examples of items to consider when answering the nine (9) items above. Not all items may apply to a specific project, nor is this list intended to be all inclusive. Parties should use these considerations as a starting point to answer the nine (9) items above and to evaluate what further items may need to be set forth in specific project agreements.
 - a. Project Parties
 - What agencies will participate in the project?
 - Which agency will own the product? (See Definitions)
 - Which is the lead agency? (See Definitions)
 - Which agency will develop the scope of work? Who will approve it?
 - What level of responsibility does each agency have for each task or part of the project? (See Definitions)
 - Who are the contact people?
 - When are the different Parties involved?
 - b. Communication
 - What levels of communication are appropriate for the planning project? (See Definitions)

- What procedures for communication are appropriate for the level of interaction needed? (See Definitions)
 - Who from each agency needs to be informed?
 - Who is responsible for implementing communication protocols?
 - How will communication occur with the ACT, TAC, or other advisory committees?
 - Who is responsible for coordinating communication with the public?
 - Who is responsible for coordinating and joint communications with other agencies?
- c. Consultants
- Will consultants assist with the project?
 - Which agency is responsible for recruiting for and/or selecting any consultants to assist the project?
 - Who is responsible for contract administration?
 - Who is responsible for communicating with the consultants?
 - Who is responsible for reviewing and approving work?
- d. Decision Process
- Which agency has decision authority for which kinds of issues?
 - Who is responsible for providing information/support for the decision?
How?
 - Who has responsibility to serve on what decision-making bodies?
 - How will needs for amendments to the product be communicated and decided upon?
 - Who is responsible for completing amendments and when?
 - How will differences of opinion be handled?
- e. Funding
- What level of funding is available?
 - What types of funds are to be used?
 - What restrictions are there on use of the funds?
 - Who is responsible for authorizing funds?
 - Who is responsible for reporting use of funds and accomplishments, at what level of detail and to whom?
- f. Sharing Resources
- Who is responsible for what elements of different kinds of products?
 - When will each agency be responsible for supporting the others?
 - Is this consistent with existing agreements or adopted plans for the area?

- g. Transit
 - How will the Parties cooperate with public transit operators in the area?
 - How will the public transit operators participate in the planning project?
 - Have private providers been considered?

4. **FINANCIAL PLAN DEVELOPMENT AND MAINTENANCE ROLES AND RESPONSIBILITIES** – There are different financial plan requirements for ODOT and AAMPO with regard to the long-range plans and the transportation improvement programs. This Agreement will address the financial plan tracking of the funding for projects that are included in both the current TIP and STIP and development of the financial plan for the long-range metropolitan transportation plan. The STIP and TIP financial plan process has been developed to ensure that the TIP and STIP are constrained throughout their lifecycles. These financial plans act as “checkbooks” for the various programs both at the state level and at the MPO level. The financial plan for the metropolitan transportation plan enables fiscal constraint for the long-range plan.

a. **Responsibilities of Each Agency for Financial Plan and Fiscal Constraint Development (FTP/TIP/STIP Updates)**

ODOT

- I. The ODOT Active Transportation Unit (ATU) is the lead agency for administration of the STIP financial plan. ATU will ensure that all federal funds used within the state are programmed in the STIP and accounted for and that the STIP captures any project activity related to federal funds or regionally significant projects. ODOT shall program funds to projects in a manner that maintains financial constraint and is consistent with federal regulations.
- II. ODOT, including the Public Transit Division, shall provide MPO and City sufficient financial information (including grant awards, annual appropriation amounts, limitations, and rescissions, as applicable) in a timely manner. ODOT will provide project financial information to MPO as needed for demonstration of fiscal constraint of the metropolitan TIP.
- III. ODOT, including the Long-Range Planning Unit, coordinates the special purpose committee described here. The special purpose committee projects long-range federal and state revenues for development of the financially constrained metropolitan transportation plan (RTP). The special purpose committee consists of a representative from ODOT and each MPO and metropolitan PTO. These representatives will cooperatively develop a methodology for estimating state and federal revenues, as well as the actual estimates. This methodology includes the development of a process for distributing these funds to ODOT regions and metropolitan planning areas.

The planning horizon will be sufficient to enable each MPO to produce its next long-range transportation plan.

AAMPO

- I. AAMPO is the lead agency for administration of the TIP financial plan. AAMPO shall ensure that all federally funded or regionally significant projects within the AAMPO boundary are included in the TIP, which will then be included in the STIP and in the STIP financial plan.
- II. AAMPO shall program funds to projects in a manner that maintains financial constraint and is consistent with federal regulations. Proposed programming that needs to utilize state funding authority to maintain fiscal constraint must be approved by ATU prior to programming being submitted for inclusion in the STIP.
- III. AAMPO shall provide ODOT and City sufficient financial information in a timely manner.
- IV. AAMPO shall submit to ODOT cost-estimates for local projects that include year-of-expenditure dollars consistent with programming years.
- V. AAMPO is the lead agency for completion of the RTP financial plan and for projecting local and private funds for the preparation of the financially constrained RTP. AAMPO will cooperatively develop these projections with ODOT and the City. AAMPO will participate on the special purpose committee on state and federal funds that is coordinated by ODOT.

City

- I. City shall provide AAMPO and ODOT sufficient financial information in a timely manner.
- II. City shall provide AAMPO with project cost-estimates, in year-of-expenditure dollars, for federally funded or regionally significant projects.
- III. City is the lead agency in projecting long-range local and private revenues for public transit investments. City will cooperatively develop these projections with ODOT and AAMPO. City will participate on the special purpose committee on state and federal funds that is coordinated by ODOT.

b. Responsibilities of Each Agency for Financial Plan and Fiscal Constraint Maintenance (TIP/STIP Activity)

ODOT

- I. ODOT's ATU will reconcile funds to the FHWA's Federal Management Information System through transactions that are posted. These transactions will be captured in the STIP financial plan and made available to AAMPO monthly. Information in the financial plan will include all fund activities of authorizations, apportionments/appropriations, limitations, rescissions, and revenue aligned budget authority.
- II. The STIP financial plan will identify any fund programming amendments and project activity that affect funding and fiscal constraint including project additions, deletions, obligations, de-obligations, project fund authority "slips" between fiscal years, reimbursement expenditures, and project closeout balances to be returned to the total fund authority balance. At the end of each federal fiscal year, ATU will ensure that there are no planned projects unaccounted for and that any such projects are slipped into later years or cancelled via amendments.
- III. ATU shall consult with AAMPO regarding the application of limitation and rescission of fund authority. New financial plans will be developed upon approval of the new TIP and STIP.

AAMPO

- I. AAMPO will maintain the TIP financial plan, which will include the current programming for all projects located within the AAMPO boundary and identify amendments and project activity that affect funding and fiscal constraint. This includes project additions, deletions, obligations, de-obligations, project fund authority "slips" between fiscal years, reimbursement expenditures, and project closeout balances to be returned to the total fund authority balance.
- II. AAMPO shall ensure that the transactions identified in the STIP financial plan are accurate and must alert ATU to any changes, errors, or omissions.
- III. AAMPO shall cooperate with ATS on the development of financial forecasts, authorizations, apportionments and regional sub-allocation of FTA funding.

City

City shall cooperate with AAMPO on the development of financial forecasts, authorizations, apportionments and regional sub-allocation of FTA funding. City shall provide AAMPO with on-going financial information on FTA grant transactions, including actual apportionment, allocations, earmarks, TIP

amendment requests, project slips/advances, grant awards, project obligations and de-obligations.

5. **COMMUNICATION AND INFORMATION SHARING** – Development and maintenance of STIP and TIP financial plans and obligated project lists requires ongoing, effective communication among ODOT, AAMPO, and City. The Parties will consult with one another individually as needed and at regularly scheduled meetings. The Parties will communicate, share necessary information, cooperate, and assist one another to meet their individual responsibilities for development and maintenance of these products.

ODOT

- I. ATU shall reconcile the STIP financial plan on a monthly basis and make it available to AAMPO through an ODOT file transfer protocol (FTP) website. AAMPO will be notified of the availability of the updated STIP financial plan via email. ATU shall also provide Federal Management Information System information upon request, to enable AAMPO to track the funding and obligation status of federally funded projects. In addition, ATU will be available for any other issues/questions via telephone, email and in person.
- II. The ODOT Region 2 STIP Coordinator will utilize the most current STIP amendment form to communicate proposed programming changes to AAMPO.

AAMPO

AAMPO may communicate with ODOT in several different ways. AAMPO may go through ODOT's Region STIP Coordinator or work directly with ATU. AAMPO will utilize the most current STIP amendment form to communicate programming changes to ODOT's regional STIP coordinator and to ATU.

City

City shall primarily communicate directly with AAMPO on any finance related issue, specifically changes to the TIP or STIP. As necessary, City may request joint meetings with AAMPO and ATU. In addition, the City may work with ODOT's Public Transit Division where appropriate.

6. **CLARIFICATION AND RESOLUTION OF CONCERNS**

ODOT

- I. ATU has the responsibility to ensure the correct funding levels are identified through working with FHWA. Any changes to processes will be communicated initially through the quarterly meetings between ODOT, MPOs, FHWA, and

FTA. If more immediate action is necessary, ATU will contact those affected either by phone or email.

- II. If there are questions regarding the interpretation of federal rules, the appropriate federal agency will be consulted for clarification. On such questions where the answer will apply statewide, ODOT will send a letter to the appropriate federal agency and communicate the response to AAMPO and ATS at the quarterly meeting or via email.

AAMPO

If AAMPO disputes a decision made by ATU, ATU will be consulted in addition to contacting the respective federal agency for further clarification.

City

City has responsibility to ensure the correct funding levels are identified through working with FTA and ODOT Public Transit Division. If there are questions regarding the interpretation of federal rules, the appropriate federal agency will be consulted for clarification.

7. **ANNUAL LISTING OF OBLIGATED PROJECTS ROLES AND RESPONSIBILITIES** – AAMPO is required to develop an annual listing of projects that were obligated in the preceding program year, within ninety (90) days of the end of the program year. ODOT, AAMPO, and City must cooperatively develop the listing of projects. The list must include all federally funded projects, and include sufficient description to identify the project or phase, the agency responsible for carrying out the project, the amount of federal funds requested in the TIP, the amount obligated during the preceding year, the amount previously obligated, and the amount remaining for subsequent years. The list must be published in accordance with the MPO's public participation criteria for the TIP.

a. Responsibilities of Each Agency

ODOT

- I. The ATU shall provide documentation from FHWA to AAMPO no later than thirty (30) days after the end of each federal fiscal year, which ends September 30th. The documentation will include the necessary data elements as required in the preceding paragraph, including the identification of bicycle and pedestrian projects.
- II. The ATU will provide Federal Management Information System data sheets (in PDF format) to AAMPO upon request.

III. The ODOT Geographic Information Services Unit in Salem will provide geographic data (shapefiles and/or PDF maps) for ODOT's obligated projects.

AAMPO

AAMPO is the lead agency in production of the obligation report. AAMPO will take the data provided from ODOT, FTA, and City and create a report that will be made available to the public in accordance with the federal regulations and AAMPO public participation criteria for the TIP.

City

- I. City shall provide AAMPO with documentation that includes the necessary data elements as required in the federal regulation, including the identification of bicycle and pedestrian projects.
- II. City will provide FTA Transportation Electronic Award Management System (TEAM) data to AAMPO in a format that meets the federal reporting requirements.
- III. City will also provide visualization techniques – geographic data (shapefiles and/or PDF maps) for all their obligated projects.

8. **COMMUNICATION AND INFORMATION SHARING**

ODOT

ATU will deliver documentation in an electronic medium to AAMPO. If a report is created, then ATU will send an email notifying AAMPO that the report is ready and including a link to the report.

AAMPO

AAMPO will utilize the data provided by ATU and the ATS to create the required annual report. AAMPO shall make the report available to interested parties, ODOT, ATU, and City.

City

City will deliver documentation in an electronic medium to AAMPO in a format consistent with the report information tables required by AAMPO.

9. GENERAL ROLES, RESPONSIBILITIES, AND OBLIGATIONS

ODOT

- I. ODOT will engage the other Parties to this Agreement in its activities relating to financial plan development and maintenance, and development of the annual listing of obligated projects as set forth in this Agreement. Communication will be sought in good faith, such that affected Parties have the opportunity to influence the final outcome or decisions.
- II. Where ODOT is a party of interest, it will participate in the development of the product as specified in this Agreement. ODOT will offer information and opinions such that the lead agency and other participants have the opportunity to understand its positions, concerns, conflicts, and any likely objections to proposed outcomes.

AAMPO

- I. AAMPO will engage the other Parties to this Agreement in its activities relating to financial plan development and maintenance, and development of the annual listing of obligated projects as set forth in this Agreement. Communication will be sought in good faith, such that affected Parties have the opportunity to influence the final outcome or decisions.
- II. Where AAMPO is a party of interest, it will participate in the development of the product as specified in this Agreement. AAMPO will offer information and opinions such that the lead agency and other participants have the opportunity to understand its positions, concerns, conflicts, and any likely objections to proposed outcomes.

City

- I. City will engage the other Parties to this Agreement in its activities relating to financial plan development and maintenance, and development of the annual listing of obligated projects as set forth in this Agreement. Communication will be sought in good faith, such that affected Parties have the opportunity to influence the final outcome or decisions.
- II. Where City is a party of interest, it will participate in the development of the product as specified in this Agreement. City will offer information and opinions such that the lead agency and other participants have the opportunity to understand its positions, concerns, conflicts, and any likely objections to proposed outcomes.



Summary of Public Comments

March 2016

Introduction

Community involvement is an important part of the metropolitan transportation planning process. A summary of public comments received during development of the AAMPO Regional Transportation Plan is included as below. It includes input received through March 16, 2016 from the following methods:

Direct outreach: AAMPO staff conducted direct outreach to several to community organizations representing or working with transportation disadvantaged groups. These include seniors, individuals with disabilities, minority groups, youth, and low income families.

Stakeholder Interviews: Stakeholder Interviews were conducted with individuals who either represent, advocate for, or work directly with transportation stakeholder groups identified in the AAMPO RTP Public Involvement Strategy. Stakeholder groups include: pedestrians, bicyclists, economic development, freight, low income, youth, communities of color, seniors, individuals with disabilities, environmental advocates, and public safety.

Transportation Survey: A survey was conducted to gather information about how transportation is working in the area and to specifically seek input on how AAMPO residents use modes other than the passenger vehicle. The survey was available in Spanish, English, in hard-copy and online. It was distributed to the AAMPO Interested Parties list, to local community groups, and through direct outreach to a high-school class, the Greater Albany School District Welcome Center, and at a local grocery store.

Public meetings: A public meeting series was held in January 2016 to gather community input on draft goals statements and findings related to existing conditions and future transportation needs. Meetings were hosted in five locations at both day and evening times. An Online Open House was also hosted. A public meeting was also held in March 2016 prior to adoption of the RTP Framework. Additional public meetings will be held during the second phase of the planning process.

Ongoing Involvement Opportunities: Stakeholders and members of the public were able to directly contact AAMPO staff throughout the planning process, and provide input in-person, via email or by telephone. Public comment periods were also provided at all AAMPO meetings.

Summary of Comments

Safety

Themes from Stakeholder Interviews

Safety on Albany Area highways (OR34, US20 and I-5), key regional arterials, and at railway crossings is a regional concern. Distracted driving, driving under the influence on game days, speeding, business access points, conflicts with freight traffic, snow removal, and congestion were all identified as contributing factors to safety concerns. Recommended solutions included: engineering improvements, reader boards, solar powered radar display units underneath speed signs, and programs for free or reduced rides for those who would otherwise drive impaired. Public education and cultural change were identified as overriding needs.

Safety of at-grade rail crossings is also a concern, particularly if higher-speed passenger rail service is implemented. At-grade crossings limit access for emergency vehicles, bisect communities and neighborhoods, and create safety issues for all travelers. Additional input is included under the 'Rail' section.

Themes from Public Input

Survey results showed that safety improvements were the top recommendation for travel improvements in the AAMPO area, comprising 53% of the open-ended responses.

Key themes related to safety that came up during public outreach include:

- Multi-modal safety issues at the rail crossings, particularly in Jefferson and Albany
- Safety concerns on US 20, especially bicycle and pedestrian access along the corridor and across the Willamette River
- Earthquake resiliency of Lyons & Ellsworth Bridges
- High travel speeds and lack of pedestrian crossings on OR 99E through Tangent
- At-grade rail crossings and major roads running through neighborhoods limit safe routes to school

Actions

✓ Indicates action already taken

Support increased enforcement along major corridors

Work with law enforcement on safety campaigns

Work with ODOT to identify management & operations solutions on major arterials

✓ Prioritize safety projects

✓ Regional coordination for snow removal

✓ Continue to participate in ODOT Passenger Rail project

✓ Connect Oregon grant received to alleviate delays at Albany rail crossings

Pursue pedestrian safety improvements at rail crossings

Pursue Safe Routes to School programming

✓ Support installation of sharrows or other bicycle improvements on Lyons & Ellsworth in downtown Albany

Consider resiliency of MPO area bridges in RTP

✓ Consult ODOT regarding a n OR 99E speed study in Tangent, sidewalk construction and feasibility of crosswalks

Specific Public Input

- Bike lane maintenance on major arterials (debris, salt, obstacles like garbage cans) on major arterials/highways is a safety issue
- Safety and business access along US 20 is a concern as North Albany grows
- Umatilla Street: Safe routes to school issues with increasing cut-through traffic
- Pedestrian crossing desired on Geary Street between 14th Avenue and 15th Avenue near Heritage Plaza Shopping Center
- Crosswalk on Gibson Hill Road at Grandview Drive. There is currently a crosswalk and pedestrian signal on Gibson Hill Road at Pulver Lane, but majority of pedestrians cross at Thorn, Crocker, or Grandview to use the recently constructed sidewalks
- Speeds on Gibson Hill Road and Grandview Drive are an issue. Drivers use Grandview Drive in order to avoid the speed humps on Laura Vista
- Lack of rumble strips on rural roads
- High travel speeds along OR 99E can be dangerous for people walking or on bicycles.
- Sidewalks are lacking on OR 99E south of Barenberg. There is a desire for a pedestrian crossing on OR 99E between North Lake Creek Drive and Tangent Drive.
- Safety along the Hwy34 corridor is a big concern

Motor Vehicles

Themes from Stakeholder Interviews

Congestion is a concern along I-5, OR 99E, and US 20 and at at-grade railroad crossings. Several stakeholders recommended additional capacity be added along the I-5 corridor. Local congestion issues were tied to safety concerns; for example, when collector streets are seen as congested, speeding and through traffic increase on parallel neighborhood streets. Stakeholders also identified a need for multi-modal solutions, including transit, park and rides, and carpooling to address congestion on US 20 between Albany and Corvallis.

Actions

- ✓ Indicates action already taken

Provide information on street-sweeping schedule

- ✓ Highway 20 Safety Study
- ✓ In the RTP process, consider intersection improvements along Highway 20

Consider traffic calming on streets near schools (e.g. Umatilla)

Consider feasibility of pedestrian improvements along Geary, noting existing crosswalk at 14th

- ✓ Sidewalk gap on Gibson Hill scheduled to be constructed within 3 years. Crosswalk at Pulver avoids conflicts with emergency vehicles exiting Fire Station and allows for ped-activated signal.

Continue to pursue ARTS and other funding for safety improvements on rural roads including OR 34, US 20, OR 99E

Prioritize safety projects, safety programming, and operations improvements in the RTP

Pursue Highway Corridor Refinement and Safety Plans for US 20 (Albany to Lebanon) and OR 34 (Corvallis to Lebanon)

Secure funding for basic roadway, bridge and sidewalk maintenance and repair was identified as a need. Stakeholders discussed the need to build community support for this.

Stakeholders saw a clear linkage between transportation system improvements, economic development, and land use planning. Transportation was linked to economic development both in terms of creating vibrant and walkable downtown areas and in terms of ensuring freight mobility. There is concern regarding closure of the Port of Portland Terminal 6 and a desire to improve rail freight to transport local agricultural goods.

Coordination with local planning efforts was recommended, including a desire to ensure that development standards fit with local neighborhood character.

Stakeholders saw a need to build a transportation system that is welcoming and accessible to all users, including providing options for the transportation disadvantaged and those who are not able to drive due to age, disability, affordability, or lack of a driver card.

Themes from Public Input

The majority of survey respondents (76%) stated that they drove all the time, 24% said they sometimes drove. When asked how they got from one place to another, 51% said they sometimes walked, 37% of respondents said they sometimes rode a bike, 12% said they rode the bus, and 4% said they used other means such as a skateboard.

Key themes related to motor vehicle travel that came up in public comments include:

- A need to better accommodate commute trips between Albany and Corvallis.
- Desire for a bridge/bypass connection between North Albany and Millersburg, but also interest in knowing what the project costs and economic impacts would be
- Traffic calming strategies in Tangent (Tangent Drive) and Albany (Gibson Hill Road).

Actions

- ✓ Indicates action already taken

Increase coordination with transportation options programs

- ✓ Regional park and ride planning (underway by OCWCOG)
- ✓ Coordinate with regional partners to improve regional transit service including Linn-Benton Loop
- ✓ Prioritize system preservation and maintenance projects
- ✓ Establish Special Transportation Area and pursue pedestrian improvements in downtown Albany

Further engage local planning departments in MPO activities

Support consultation of transit providers during development review process

Complete ADA transition plans to identify gaps in accessibility

Transit system improvements, including increased frequency, longer service span, improved reliability, and information in Spanish

Consider 'Albany Bypass Bridge' as an unconstrained project in the RTP planning process

Specific Public Input

- Desire for GHG emission reductions to be considered in the RTP process, including addition of measurable targets, establishment of a baseline GHG emission level, and partnering with local organizations.
- Concern about the resiliency of the bridges across the Willamette River
- Concern about the impacts of household growth in North Albany on motor vehicle traffic.
- There is a large population in our area that cannot legally drive, but have to make the decision on whether or not to drive. Driver cards are an important issue.
- Increased transportation options between Jefferson, Millersburg, Albany and Corvallis
- Concern about potential impacts of I-5 interchange projects on adjacent neighborhoods
- Are there plans for an extension of Timber Street to the north? If so, what is the timeline?
- The OR 99E and US 20 junction in Albany is confusing and congested. Out-of-town drivers get confused and take the wrong route or go against one-way traffic.
- There is signal congestion on 29th Avenue at OR 99E.
- A signal at OR 164/Hazel Street might improve travel in Jefferson
- Desire for a bridge between Millersburg and North Albany. The bridge could connect Conser Road to Springhill Road as a way to reduce congestion in downtown Albany, lessen wear and tear on city roads and provide an alternative route if US 20 (between downtown Albany and North Albany) is closed
- Desire for easier access to Millersburg city center / City Hall without using major roads
- Improvements to Old Salem Road to make it more welcoming - trees, buffer, lighting and aesthetic greenway
- Better lighting at the I-5 NB and SB Ramps on OR 99E (Jefferson/Millersburg)
- OR 164 and I-5 Ramps need to be improved
- Tangent Drive is a major regional connection that could benefit from wider shoulder to accommodate emergency vehicles and other users

Actions

✓ Indicates action already taken

Consider strategies to slow traffic, ensure access for emergency vehicles, and provide appropriate bike/ped access on Tangent Drive and Gibson Hill

Consider environmental impact and GHG emissions, to the degree possible in Scope of Work, during the current RTP process. Consider pursuing GHG emission reduction work during next RTP update

✓ Utilize travel demand model to project future travel impacts of growth in North Albany

✓ Continue to participate in I-5 South Jefferson – US 20 EA

Develop web-based maps of planned transportation system improvements

Improvements to local roads are not within AAMPO's purview, but the MPO can consider a policy to support local connectivity

Consult ODOT regarding feasibility of an additional signal in Jefferson

Consider lighting and landscaping improvements as part of Old Salem Rd safety and preservation work

Consult ODOT regarding highway ramp recommendations

- Create a more multi-lingual transportation system, including signage and wayfinding with universal imagery

Bicycles and Pedestrians

Themes from Stakeholder Interviews

Sidewalk improvements are a priority, particularly to improve connectivity, safe crossings, and accessibility for all users. Pedestrian improvements were seen as a way to support healthier lifestyles, access to local parks, and more attractive and vibrant communities. Identified improvements included pedestrian refuges, crosswalks with yellow and tactile surfaces and chirping signals, and rapid-flashing beacons.

Improvements to bicycle infrastructure and bicycle safety programming for all roadway users is also a priority. Stakeholders noted that the area has good bike lane coverage, but also that designated bike lanes may still not be a safe and comfortable for people on bicycles or driving.

Themes from Public Input

Responses to the transportation survey showed that 51% of respondents sometimes walked, 37% sometimes rode a bike, 12% rode the bus, and 4% used other means such as a skateboard. When asked ‘what would help you bike or walk more often’, the most common responses were bike lanes, destinations being a shorter distance from home, more off-street paths, and safer routes.

Key themes related to bicycle and pedestrian travel that came up through public comments include:

- The AAMPO area, and particularly the City of Albany, has a good foundation of local bikeways and walkways, and community members desire more trail, bikeway, and walkway connections particularly to make longer trips along regional corridors
- Bicycle and pedestrian infrastructure should be appropriate to the community context and roadway character while still providing safe access for people walking or on bicycles

Actions

- ✓ Indicates action already taken

Consider trail connections, development of a trail network, and access to parks in the RTP

- ✓ Include a goal to support public health in the RTP

- ✓ Support efforts to fund bike boulevard treatments on low-volume local roads:
<http://nacto.org/publication/urban-bikeway-design-guide/bicycle-boulevards/>

- ✓ Establish a policy in RTP to support regional multimodal connectivity

Make available street design guides with bike/ped infrastructure appropriate for a variety of contexts

- Consider implementation of bike boulevards, way-finding signs, and traffic calming, on low-stress roadways to support a safe and better connected local bicycling network

Specific Public Input

- How well does the existing transportation infrastructure provide accessible access to healthy food and services?
- Provide comfortable and safe places for all families to get out and active
- There are good biking facilities, but drivers and cyclists need to follow the rules.
- Albany has a great trail system. Could bicycle, pedestrian and transit programming be increased? For example, provide wayfinding signs for safe routes to school.
- Albany’s size and topography make it a great city for cyclists. Albany has a fairly complete network of bike lanes on major roads. Albany does not, however, have a connected network of low-stress bikeways, which is a necessary element to appeal to residents who are interested in riding, but not as comfortable in traffic, particularly important to families with young children.
- Connect Periwinkle Path, Dave Clark Path and trails in the vicinity of Talking Waters to form large trail network. Bring this connection to downtown Albany.
- Geary/Pacific: Improve signal timing and bicycle facilities, such as contra-flow bike lane on Pacific Blvd that extends from Hill Street to Geary.
- Roundabouts at intersections of Geary and Oak with Queen Ave, and completion of Oak through diagonal ROW by OCWCOG office
- Diagonal bike crossing or a protected intersection at Queen and Geary to support Periwinkle Path connectivity. Potentially extend Periwinkle Path past 9th Ave.
- Northbound bike lane on Waverly terminates on the approach to Santiam Highway – consider a protected intersection
- Direct and safer bicycle connection between Goldfish Farm Road and Three Lakes Road that avoids Santiam Highway
- Lighting, sidewalk and crossing improvements on Santiam Highway.

Actions

✓ Indicates action already taken

Collaborate with health and community development departments to address access to transportation and healthy foods

Support family-oriented bicycle education and safety programming

Collaborate with public safety officials on Rules of the Road educational programs and enforcement activities

Support installation of wayfinding signage with universal imagery

Corridor plan for US 20 and OR 99W through Albany, with consideration for connecting arterial roadways

✓ Albany upgraded all signal controls on Pacific and 9th (Burkhart to Hill) during the Oak extension. Short block s and high volumes create challenges. A contra-flow bike lane on Pacific could create safety concerns at driveways. Signal timing adjustments and contraflow bike lanes are not recommended at this time.

Roundabouts at Geary and Oak are not feasible

✓ Protected bike intersection at Queen & Geary could be installed with planned signal modifications and additional right turn lanes. Extension of Periwinkle path north across 9th is not feasible.

- Traffic calming on Center Street to support sharrows currently there
- There is a need for a bicycle/pedestrian path across the southbound bridge into downtown Albany. There are narrow sidewalks, no dedicated bike lanes, and safety concerns related to large vehicles, vehicles leaving their lanes, and the narrow shared right of way. Sidewalks are also too narrow for bicycles. Consider bike/ped bridge.
- Concern about congestion and traffic volumes on US 20 between Corvallis and Albany, and a desire for a multi-use path or better accommodations for bicyclists along that corridor. There was a recommendation for a trail segment parallel to US 20 that would follow Hickory Street and West Thornton Lake Drive.
- Some roads with LTS 1 (e.g. 5th Avenue) are not actually suitable for children.
- Pedestrian crossing in Jefferson at OR 164 / Union Street, to provide access to the Post Office, grocery stores and City Hall.
- Trail connections in Millersburg - north/south path connecting Millersburg Drive to Alexander Lane; connecting Millersburg Park and Bain Street; and connecting new developments to city center.
- Desire for bicycle and pedestrian improvements to be consistent with the ‘rural feel’ of Tangent
- Desire for a pathway along Tangent Drive along the drainage unpaved pathway

Public Transit

Themes from Stakeholder Interviews

Public transportation was identified as a key linkage for ensuring people have access to healthcare and services, and several areas for improvement were identified. However, there is a misconception that transit works for everyone. If someone has not used it throughout his or her life, they are unlikely to start using transit as a senior citizen; taking transit can be challenging physically and mentally.

Recommended transit improvements include: increased frequency and coverage, better regional coordination, travel training for drivers and clients, and ensuring appropriateness of the service for individual users. The need for a more multi-lingual transportation system was also identified, including

Actions

- ✓ Indicates action already taken
- ✓ Speed bumps have been installed on Center Street. Consider feasibility of additional traffic calming measures.
- Installation of protected bike box at Waverly & Santiam Hwy can be considered when planned turn lanes and through lanes are completed. Protected bike lane not recommended.
- ✓ Improvements on Goldfish Farm and Three Lakes will occur with annexation or development.
- ✓ Ped-activated signal is planned east of Waverly on Santiam Hwy. Additional crossings not recommended until ODOT approves Rapid Flashing Beacon (RRFB) installations.
- ✓ Consider community input alongside Bicycle Level of Stress to identify bicycle infrastructure needs

Continue consultation with ODOT regarding potential pedestrian improvements on OR 164. Pursue Jefferson TSP update to better analyze needs.

Support travel training programs for seniors, individuals with disabilities who are able to navigate transit on their own, service providers, and other interested users.

Spanish-language signage, bi-lingual bus drivers, and better promoted Spanish-language maps and information. Use of universal imagery was presented as a solution.

Regional connectivity was a common theme in stakeholder interviews, with public transportation and multi-modal connectivity key considerations for improving connectivity and decreasing current congestion. Stakeholders noted the need to improve the affordability and efficiency of passenger rail, increase frequency and integration of transit services, and increase transit coverage to areas such as Lebanon and educational institutions.

Stakeholders also recommended that local planning staff communication with public transit providers whose services (e.g. bus routes) may be impacted by development.

Themes from Public Input

Survey respondents stated that more frequent bus service, more direct bus routes, better regional connections, service to new areas, and improved trip planning information would help them take the bus more often. When asked about the service schedule, the most popular timeframe extended from 7:00 am to 9:00 pm, although many respondents expressed a desire for even later service.

Key themes related to transit that came up through public comments include:

- A desire for enhanced and expanded regional transit service, including service to Jefferson and Millersburg and improved service between Albany and Corvallis
- Increased transit coverage and frequency
- Increase availability of Spanish-language information
- Provision of services for those who cannot drive

Specific Public Input

- Desire for shorter transit loops in Albany
- Improved Corvallis – Albany transit connections, especially to connect with Amtrak
- Additional or increased transit service, especially to retirement communities (Mennonite Village) to provide convenient service for all

Actions

- ✓ Indicates action already taken
- ✓ Work with ODOT Rail and Public Transit Division and local partners to improve connections with Amtrak and better advertise existing services
- ✓ In the Transit Development Plan (TDP), consider scenarios for increased frequency and span of service
- ✓ In the TDP, consider scenarios to provide transit to Jefferson, Millersburg and Tangent
- ✓ Continue coordination with local STF agency and rural transit providers to improve the complete regional transit system

Increase availability of Spanish-language transit maps and schedules

Increase engagement of Latino community in TDP process

Increase engagement of transportation-disadvantaged groups in TDP process

- Is there an opportunity to integrate transit service with school buses?
- There is a need to provide travel information for non-English speaking residents, specifically for Spanish speaking residents such as wayfinding, brochures and bilingual transit drivers.
- The lack of legal ability to drive can have a ripple effect on families and individuals. Transit is often unreliable or does not go where it is needed.
- How does the system serve low-income residents and the increasing aging population?
- Transit connection between Albany and Salem
- Pedestrian Sidewalk Rating: Does it include access/proximity to transit?
- Desire for semi-fixed route rural service to Jefferson, running a few times a week.
- Increased transit coverage and frequency, including coverage near West Albany HS
- Improved pedestrian connectivity and lighting would make walking a safer and more viable option and would improve access to transit. For example, at Queen and Waverly or Waverly and 21st.

Actions

- ✓ Indicates action already taken
 - ✓ Invite Salem-Keizer Transit to participate in Transit Development Plan process
- Consider transit stop locations alongside Multimodal Analysis to identify key gaps in pedestrian access to transit.
- Review transit service near educational institutions during Transit Development Plan process
- ✓ Include policy statement in the RTP supporting improvements to freight rail operations

Rail

Themes from Stakeholder Interviews

Trains can have a major impact on emergency vehicles, transit buses, and school bus service – all of these users typically avoid rail crossings due to concerns of delay. The Queen Avenue crossing in Albany is a prominent concern, along with crossings throughout Tangent, Albany and Jefferson. Multimodal connections with Amtrak rail came up as a key interest, along with more affordable, frequent and reliable passenger rail service.

Themes from Public Input

- Queen Ave rail crossing is a safety and congestion issue.
- Railroads run through all cities in the AAMPO area and at grade rail crossings create safety, travel time, and connectivity issues throughout the MPO.

Specific Public Input

- At-grade crossings in Jefferson, Albany, and Tangent bisect the communities and create unsafe routes to school for school-age children and regular delays for residents.
- What is the status of Portland & Wester Railroad activities at the Albany train station and improvements at the Millersburg Yard?
- How will passenger rail impact Tangent rail crossings?