

---

## AGENDA

### Rogue Valley Metropolitan Planning Organization Technical Advisory Committee



*Date:* Wednesday, February 11, 2015

*Time:* 1:30 p.m.

*Location:* Jefferson Conference Room, RVCOG 155 N. 1<sup>st</sup> Street, Central Point

*Transit:* served by RVTB Route #40

*Phone:* Sue Casavan, RVCOG, 541-423-1360

*RVMPO website :* [www.rvmpos.org](http://www.rvmpos.org)

---

- 1. Call to Order/Introductions/Review Agenda ..... Mike Kuntz, Chair**
- 2. Review/Approve Summary Minutes (Attachment #1) ..... Chair**
- 3. Public Comment (Items not on the Agenda) ..... Chair**

#### ***Action Items:***

- 4. Elect Chair and Vice Chair ..... Dan Moore**

*Background:* TAC Bylaws call for the committee's election of chair and vice chair during the first meeting in February. Newly elected officers will serve for one year beginning at the close of today's meeting.

*Action Requested:* Elect chair and vice chair.

- 5. Proposed RVMPO Dues / Review Draft Work Plan 2015-2016 ..... Dan Moore**

*Background:* The Policy Committee sets member dues annually as part of the adoption process for the Unified Planning Work Program (UPWP). Staff is seeking a recommendation on proposed dues for FY2016 and suggestions for changes to a draft Work Program. Formal TAC recommendation on the dues is requested. A recommendation on the draft UPWP will be sought in April.

*Attachment:* #2 – Memo, FY 2016 RVMPO Dues and UPWP Discussion

*Action Requested:* Recommendation on member dues to the Policy Committee / comments on UPWP.

**6. Recommend Approval of MPO/ODOT/Transit Provider Agreement.....Dan Moore**

*Background:* As part of the Statewide MPO funding discussions, RVCOG proposed a potential strategy to help MPOs fill the planning funding gap. It entails approving the proposed MPO/ODOT/Transit Provider agreement to clarify and support appropriate opportunities for MPOs to provide services to ODOT and to receive appropriate compensation. The new MPO/ODOT/Transit Provider agreement will replace the existing agreement #26609.

*Attachment:* #3 – Memo, Draft MPO/ODOT/Transit Provider agreement and existing agreement #26609 (Draft agreement document attached separately)

*Action Requested:* Recommendation to the Policy Committee to approve the agreement as proposed.

**7. Central Point Conceptual Land Use & Transportation Plan (CP-1B) ..... Tom Humphrey**

*Background:* Central Point prepared a Conceptual Transportation and Land Use Plan for its Future Growth Area CP-1B, identified as an Urban Reserve in the Greater Bear Creek Valley Regional Plan. The Performance Indicators in the Plan require Central Point to collaborate with the RVMPO in preparing the Conceptual Plan. The Planners group monitoring implementation of the Regional Plan determined that the TAC is the appropriate body to consider the plan. The RVMPO Planning Program Manager will communicate the TAC decision to the Policy Committee.

*Attachment:* #4 – Draft plan for CP-1B (Draft plan document attached separately)

*Action Requested:* Approve MPO letter of support for conceptual plan.

**8. Alternative Measures Analysis Report ..... Dan Moore**

*Background:* Staff reported the results of the Alternative Measures 2010 benchmark analysis to the TAC at their January 14, 2015 meeting. The TAC requested several revisions be made to the memo. This memo includes the revisions requested by TAC along with observations and specific recommendations for some of the Alternative Measures. The RVMPO Technical Advisory Committee (TAC) is being asked to review and comment on the revised draft Alternative Measures Analysis Memo.

*Attachment:* #5 – Revised Memo

*Action Requested:* Review and comment on revised draft memo.

**9. MPO Planning Update .....Dan Moore**

**10. Public Comment..... Chair**

**11. Other Business / Local Business ..... Chair**

Opportunity for RVMPO member jurisdictions to talk about transportation planning projects.

**12. Adjournment ..... Chair**

- The next regularly scheduled RVMPO TAC Committee meeting: Wednesday, March 11, at 1:30 p.m. in the Jefferson Conference Room, RVCOG, Central Point.
- The next RVMPO Policy Committee meeting is scheduled for February 24, at 2:00 p.m. in the Jefferson Conference Room, RVCOG, Central Point.
- The next RVMPO PAC meeting is scheduled for Tuesday, March 17, at 5:30 p.m. in the Jefferson Conference Room, RVCOG, Central Point.

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT SUE CASAVAN, 541-423-1360. REASONABLE ADVANCE NOTICE OF THE NEED FOR ACCOMMODATION PRIOR TO THE MEETING (48 HOURS ADVANCE NOTICE IS PREFERABLE) WILL ENABLE US TO MAKE REASONABLE ARRANGEMENTS TO ENSURE ACCESSIBILITY TO THIS MEETING.



## SUMMARY MINUTES

*Rogue Valley Metropolitan Planning Organization  
Technical Advisory Committee*

**January 14, 2015**

*The following people were in attendance:*

### **RVMPO Technical Advisory Committee**

#### *Voting Members in Attendance:*

Alex Georgevitch  
Ian Foster  
Ian Horlacher  
Jon Sullivan  
Josh Le Bombard  
Kelly Madding  
Matt Brinkley  
Mike Kuntz  
Paige Townsend  
Rob Miller  
Tom Humphrey

City of Medford  
City of Jacksonville  
ODOT  
RVTD  
DLCD  
Jackson County  
City of Phoenix  
Jackson County  
RVTD  
Eagle Point  
City of Central Point

#### *Others Present:*

Jenna Stanke, Mike Montero, Greg Holmes

### **RVCOG Staff**

Dan Moore, Dick Converse, Sue Casavan

#### **1. Call to Order / Introductions -**

Chairman Mike Kuntz called the meeting to order at 1:35 p.m. Those present introduced themselves.

#### **2. Review / Approve Minutes -**

Chairman Kuntz asked committee members if there were any additions or corrections to the November meeting minutes. Tom Humphrey pointed out on the bottom of Page 2: RV should be RVTD and only one "the" in next paragraph.

**On a motion by Tom Humphrey and seconded by Kelly Madding, the minutes were approved by unanimous voice vote, as presented.**

#### **3. Public Comment**

No public comment was forthcoming.

#### **4. Alternative Measures Analysis Report**

Dan Moore gave a Power Point presentation on the Alternative Measures.

##### Comments:

##### **1) Transit and Bicycle/Pedestrian Mode Share**

Mode share for 2010 was determined by data output from the RVMPOv3.1 travel demand model. Moore pointed out that VMT increases due to transit not growing from current conditions.

Paige Townsend announced details in RVTD's reduction of service and noted that there will be a five percent service change with the first phase becoming effective March 2.

Tom Humphrey mentioned that the region did show improvement but did not meet the benchmark, perhaps the benchmarks could change. He thought it beneficial to focus on the good things that have happened and keep working to achieve a realistic goal. Alex Georgevitch added that the region could anticipate not meeting the goal again and suggested refining calculations or using RVTD data for ridership. Members agreed that using regional data for trends could be more site-specific and bring real time assessment into the discussion.

Josh LeBombard noted that this could not be compared to the last analysis and he was interested in developing a methodology that could look for trends and follow them over time. Georgevitch indicated that several data points would be needed to look at trends. Some members suggested looking at real passenger trips versus VMT model data. Others suggested using model data but supplementing it with RVTD data. They did not want to rule out the possibility of adjusting the benchmark if needed. Look at transit levels of service and run it through the model to see how the region might meet the goal, what it would take to meet the standard. Georgevitch pointed out that they are benchmarks not requirements. Members asked for definitions of the model data categories.

##### **2) Percent Dwelling Units within ¼ mile Walk to 30-minute Transit Service**

Some members asked for more details on how non-vacant housing was determined. Moore will find more information.

##### **3) Percentage of Collectors/Arterials with Bicycle Facilities**

Members questioned whether multi-use paths were counted last time. There was a 2% difference between with or without multi-use paths.

##### **4) Percentage of Collectors and Arterials in TOD Areas with Sidewalks**

Moore noted that staff had looked at activity centers identified by the jurisdictions and not TODs, with the understanding that TODs would be included in the activity centers.

Georgevitch asked staff to double check linear feet on arterials and collectors counted both ways, he thought the number was high. Members agreed there should be discussion about adjusting benchmarks to reflect the new activity centers.

##### **5) Measure 5 and 6 Comments**

Percentage of New Dwelling Units in Mixed-Use/Pedestrian-Friendly Areas – Percent of New Employment

Members recommended that the measuring criteria for both 5 and 6 be examined and simplified.

Employment – members thought the criteria should be more inclusive and not be limited by design elements.

**7) Alternative Transportation Funding**

Members discussed funding to RVTB and suggested revising methodology changing to five year increments to more accurately reflect real time and current conditions.

The end product will be a memorandum with recommendations including feedback from the TAC. The TAC will approve changes and will go to the Policy Committee. LeBombard will take recommendations to the commission and discuss next steps for the region.

Townsend suggested looking at what best practices could be used to determine changes and new trends. Kuntz would like further discussion and research to determine if the region is using the best tools available.

**5. MPO Planning Update –**

Moore informed members that Jonathan David was on medical leave.

**6. Public Comments – None.**

**7. Other Business / Local Business**

Tom would like to put Central Point Conceptual Plan for CP-1B on next month's agenda.

**8. Adjournment**

The meeting was adjourned at 3:35 p.m.



# **Rogue Valley Metropolitan Planning Organization**

Attachment #2  
(Agenda Item 5)

## **Regional Transportation Planning**

Ashland • Central Point • Eagle Point • Jacksonville • Medford • Phoenix • Talent • White City  
Jackson County • Rogue Valley Transportation District • Oregon Department of Transportation

DATE: February 4, 2015  
TO: Technical Advisory Committee  
FROM: Dan Moore, Planning Coordinator  
SUBJECT: FY 2016 RVMPO Dues Recommendation and UPWP Discussion

This memo addresses two related items for the coming fiscal year: setting RVMPO member dues and providing input on the draft Unified Planning Work Program (UPWP). Staff is seeking a final recommendation on the dues for the coming year. Remaining UPWP information is provided for discussion and future comment.

### **RVMPO Member Dues**

Staff proposes maintaining the dues formula and rate that was approved by the Policy Committee in February 2013. The rate, \$0.16 per capita, would generate a total of \$27,532 for the 2016 fiscal year.

Table 1, below, summarizes population and proposed dues for each jurisdiction. Population estimates are certified July 1, 2014 from Portland State University.

**Table 1**

<b>RVMPO Proposed 2015-16 Dues</b>			
<b>Member Jurisdictions</b>	<b>Population</b>	<b>Dues Rate per Capita</b>	<b>Proposed FY2016 Dues</b>
Ashland	20,340	\$0.16	\$3,254
Central Point	17,375	\$0.16	\$2,780
Eagle Point	8,635	\$0.16	\$1,382
Jacksonville	2,840	\$0.16	\$454
Medford	76,650	\$0.16	\$12,264
Phoenix	4,580	\$0.16	\$733
Talent	6,230	\$0.16	\$997
White City*	8,335	\$0.16	\$1,334
Jackson County**	27,089	\$0.16	\$4,334
<i>Total</i>	<b>172,074</b>		<b>\$27,532</b>

All population estimates are Portland State University certified (July, 2014)

\*White City estimated population is 4% of total county population

\*\* Jackson County estimated population w/in RVMPO boundary & excluding cities is 13 percent of total population

Total Jackson County estimated population:

208,375

Dues provide funding for general operations, primarily activities that require local funds including lobbying and local match obligations. Dues pay for Policy Committee participation in advocacy activities for which federal funds cannot be used, including the Oregon MPO Consortium, the Association of Metropolitan Planning Organizations and the West Coast Corridor Coalition. Dues can also be used to supplement the MPO's planning budget.

Table 2 summarizes anticipated use of FY2015 member dues.

**Table 2**

Policy Committee Dues, Travel; state, regional, national	\$11,250.00
UPWP Work Activities Support	\$16,282.00
	\$27,532.00

### **Draft UPWP**

Tables on the next two pages summarize spending proposed in the draft 2016 UPWP (Table 3), and the status and changes in program activity (Table 4).

The draft UPWP will be submitted for review by federal and state planning partners (Federal Highway Administration, Federal Transit Administration and ODOT). Staff is asking jurisdictions, to suggest changes to the draft UPWP, which could be incorporated into a final draft for public hearing in April. The Policy Committee will be asked to adopt the work plan at that time.



**Table 3: Summary FY2016 Draft UPWP Activities**

RVMPO FY 2016 UPWP BUDGET					
Transportation Planning Funds by Source and Activity					
	FHWA MPO Planning Funds (1)	FTA 5303 (2)	MPO Dues (3)	In-Kind Match (2)	Total Budget (4)
<b>Work Tasks</b>					
<b>1. Program Management</b>					
1.1 Office & Personnel Mgmt: Fiscal & Grant Admin.	\$120,000	\$10,988	\$12,500	\$2,747	\$146,235
1.2 UPWP Development & UPWP Progress	\$12,000	\$1,000	\$250	\$250	\$13,500
1.3 Public Education and Involvement Program	\$19,000	\$1,000	\$250	\$250	\$20,500
1.4 Interagency & Jurisdictional Coordination	\$18,000	\$3,000	\$750	\$750	\$22,500
1.5 Grant Writing	\$3,000	\$0	\$0	\$0	\$3,000
Totals	\$172,000	\$15,988	\$13,750	\$3,997	\$205,735
<b>2. Short Range Planning</b>					
2.1 TIP Activities	\$15,000	\$8,000	\$1,500	\$2,000	\$26,500
2.2 Air Quality Conformity	\$23,000	\$6,000	\$0	\$1,500	\$30,500
2.3 Local Jurisdiction Technical Assistance	\$3,000	\$2,000	\$0	\$500	\$5,500
2.4 STP & CMAQ Project Funds Management	\$10,000	\$5,000	\$750	\$1,250	\$17,000
Totals	\$51,000	\$21,000	\$2,250	\$5,250	\$79,500
<b>3. Long Range Planning</b>					
3.1 ITS Operations & Implementation Plan Coordination	\$6,750	\$7,000	\$250	\$1,750	\$15,750
3.2 RTP Implementation/Safety, Regional Problem Solving Integration	\$8,000	\$8,000	\$1,500	\$2,000	\$19,500
3.3 2017 - 2042 RTP Development	\$31,399	\$14,000	\$1,211	\$3,500	\$50,110
Totals	\$46,149	\$29,000	\$2,961	\$7,250	\$85,360
<b>4. Data Development</b>					
4.1 Research & Analysis Program	\$21,000	\$16,534	\$4,224	\$4,134	\$45,892
4.2 Data collection/analysis for Title 6 & EJ	\$3,000	\$1,000	\$4,347	\$250	\$8,597
Totals	\$24,000	\$17,534	\$8,571	\$4,384	\$54,489
<b>5. Transit</b>					
5.1 (No project identified)	\$0	\$0	\$0	\$0	\$0
Totals	\$0	\$0	\$0	\$0	\$0
<b>Totals</b>	<b>\$293,149</b>	<b>\$83,522</b>	<b>\$27,532</b>	<b>\$20,881</b>	<b>\$425,084</b>

(1) FHWA MPO Planning funds are allocated to the RVMPO by formula and consist of 89.73% federal funds and 10.27% state match. Federal Share: \$263,043; Oregon Match: \$30,106; Total \$293,149 for FY 2016.

(2) FTA Section 5303 funds are provided for metropolitan planning activities. Total 2016 allocation consists of 80% federal (\$83,522) and a required 20% local share (\$20,881) provided by RVMPO member in-kind contributions (meetings & technical document reviews).

(3) MPO annual dues are paid by MPO member jurisdictions: Ashland, Talent, Jacksonville, Eagle Point, Medford, Central Point, Phoenix, Jackson County.

4) RVCOG acting on behalf of the the RVMPO will apply for and otherwise obtain these funds. RVCOG will carry out the tasks described in this UPWP.

**Note: The revenues contained in the UPWP represent the best estimates of expected funding and planning priorities at this time. These priorities and funding levels may change over time. Actual ODOT funding commitments are finalized through specific IGAs. The identified dollar amounts may include subcontracted activities.**

**Table 4: 2015 UPWP Status, 2016 Proposed Program Activity**

	Total Budget	Activity in 2014-15	Proposed 2016 Budget	Proposed for 2015-16
<b>Work Tasks</b>				
<b>1. Program Management</b>				
1.1 Office & Personnel Mgmt: Fiscal & Grant Admin.	\$205,735	Continued tasks from 2015; maintained committees and records. Published updated Citizen's Guide brochures. Developed new website.	\$205,735	Generally, continue tasks from 2015; maintain committee and records. Continue website updates. Anticipate MAP-21 rulemaking; track & implement required federal changes
1.2 UPWP Development & UPWP Progress				
1.3 Public Education and Involvement Program				
1.4 Interagency & Jurisdictional Coordination				
1.5 Grant Writing				
<b>2. Short Range Planning</b>				
2.1 TIP Activities	\$92,000	Maintain current MTIP and fund balances/project tracking. Publish Annual Listing of Obligated Projects FFY2014. Coordinate with Sierra Research and agencies to implement EPA's MOVES software for air quality conformity and CO LMP. Assist jurisdictions as requested on planning. Adopted 2015-18 TIP and Air Quality Conformity Determination.	\$79,500	Maintain current MTIP and fund balances/project tracking. Publish Annual Listing of Obligated Projects FFY2015. Coordinate with Sierra Research and agencies on CO LMP and air quality conformity. Assist jurisdictions as requested on planning.
2.2 Air Quality Conformity				
2.3 Local Planning Technical Assistance to Jurisdictions				
2.4 STP & CMAQ Project Funds Management				
<b>3. Long Range Planning</b>				
3.1 ITS Operations & Implementation Plan Coordination	\$174,949	Began update and maintenance of the ITS Plan; RTP 2038 - amended and maintained plan. Developed timeline and workplan for the 2017-42 RTP; Maintained Safety Profile, RVMPO Freight Plan updated; Develop CO Limited Maintenance Plan (LMP); Conducted Alternative Measures benchmark analysis. Completed freight plan update	\$85,360	Work with ODOT and FHWA on MPO performance measures; begin work on 2017-42 RTP. Maintain Safety Profile, Seek funding for 2015 Alternative Measures benchmark analysis. Continue with ITS plan update. Follow-up on any issues identified in 2015 Freight Plan update.
3.2 RTP Implementation, Safety, RPS Integration				
3.3 2017-2042 RTP Development				
3.4 RVMPO Freight Plan Update				
3.5 PM10 & CO Limited Maintenance Plans				
3.6 Alternative Measures Benchmark Analysis				
<b>4. Data Development/Maintenance</b>				
4.1 Research & Analysis Program	\$54,489	Research & Analysis Continued support for development, improvement of travel demand model, focusing on transit forecasting, land use, and traffic count data management. Coordinated with TPAU on the strategic plan for RVMPO modeling improvements for 2017 re-calibration. Began scoping model update needs for next RTP update. Continued model training by ODOT as available. Proceeding with a Strategic Assessment and other requirements for greenhouse gas reductions. Continue GIS activities. Updated the Public Involvement Plan and Title 6/EJ Plan.	\$54,489	Research & Analysis Continue support for development, improvement of travel demand model, focusing on transit forecasting, land use, and traffic count data management. Coordinate with TPAU on the strategic plan for RVMPO modeling improvements for 2017 re-calibration. Review process for local land use data for model. Begin work on model update for 2017-42 RTP update. Continue model training by ODOT as available. Continue Strategic Assessment work. Continue GIS activities. Conduct outreach to environmental justice populations to better understand the transportation needs of target populations.
4.2 Data collection/analysis for Title 6 & EJ				
<b>5. Transit</b>				
5.1 Hwy 99 Transit Service Conceptual Development (RVTD Project)	\$25,000	For RVTD identified use (funded with MPO FTA carryover (FY2012, 2013))	\$0	No project identified.
<b>Totals</b>				
<b>2014-15 Total (excluding Task 5)</b>	<b>\$527,173</b>	<b>2015-16 Proposed Total</b>	<b>\$425,084</b>	



# **Rogue Valley Metropolitan Planning Organization**

Attachment #3  
(Agenda Item 6)

## **Regional Transportation Planning**

Ashland • Central Point • Eagle Point • Jacksonville • Medford • Phoenix • Talent • White City  
Jackson County • Rogue Valley Transportation District • Oregon Department of Transportation

DATE: February 4, 2015  
TO: Technical Advisory Committee  
FROM: Dan Moore, Planning Coordinator  
SUBJECT: Opportunities for the RVMPO to Provide Services to ODOT

As part of the Statewide MPO funding discussions, RVCOG proposed a potential strategy to help MPOs fill the planning funding gap. It entails using the proposed MPO/ODOT/Transit Provider agreement to clarify and support appropriate opportunities for MPOs to provide services to ODOT and to receive appropriate compensation. Below is a list of goals that support this concept:

- Validating and encouraging MPO's to work with ODOT Regions as a potential service provider to ODOT for planning work within the MPO boundaries. Services could include discrete individual portions of the planning process up to and including leading and developing the plan similar to external consultant services.
- MPOs providing specific services such as data, analysis, public involvement, or other services as necessary to support general ODOT work activities.
- Identifying other opportunities for MPO's to provide value added services to ODOT led and funded planning and project delivery activities.
- Nothing in the amended agreement shall guarantee specific amount of work for any individual MPO – services will be negotiated where they mutually benefit ODOT and MPOs.
- For any regionally significant planning project (area/concept or facility) within an MPO boundary for which ODOT is the Lead Agency, the MPO as a party of interest, will be considered a potential consultant for the provision of services. The nature and scope of the services the MPO is logistically and technically qualified to provide will be mutually agreed upon by ODOT Regional Offices and the MPO on an annual basis as part of the UPWP process.

Attached is a draft copy of the proposed agreement with highlighted additions in yellow that will replace existing Agreement # 26609. Below in red/italics is the main addition to the document. Mike Baker, ODOT Region 3 Planning Manager supports this concept.

### **1. GENERAL ROLES, RESPONSIBILITIES, AND OBLIGATIONS**

- II. Where MRMPO is a party of interest, it will participate in the development of the product as specified in this Agreement. MRMPO 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.

*For any regionally significant planning project (area/concept or facility) within the RVMPO boundary for which ODOT is the Lead Agency, the RVMPO, as a party of interest, will be considered a potential consultant for the provision of services. The nature and scope of the services the RVMPO is logistically and technically qualified to provide will be mutually agreed upon by ODOT Region 3 and the RVMPO on an annual basis as part of the UPWP process.*

**INTERGOVERNMENTAL AGREEMENT**  
**ODOT/MPO/Transit Operator Agreement**  
**Financial Plans and Obligated Project Lists**  
Rogue Valley Metropolitan Planning Organization (RVMPO)  
Rogue Valley Transportation District (RVTD)

**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 ROGUE VALLEY METROPOLITAN PLANNING ORGANIZATION, acting by and through its Policy Committee, hereinafter referred to as "RVMPO;" and ROGUE VALLEY TRANSPORTATION DISTRICT acting by and through its designated officials, hereinafter referred to as "RVTD," 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. RVMPO is an ORS 190 intergovernmental organization consisting of the governments of the City of Ashland, City of Talent, City of Jacksonville, City of Phoenix, City of Medford, City of Central Point, City of Eagle Point, Jackson County, RVTD, and ODOT, designated by resolution in 1982 and with concurrence by the Governor of Oregon as the Metropolitan Planning Organization for the Greater Medford Urbanized Area. RVMPO is the recipient of the Federal Highway Administration's Planning (PL) funds and the Federal Transit Administration Section 5303 funds.

ODOT/RVMPO/RVTD  
Agreement No. 00000

4. The 1982 resolution specifies that RVCOG (subsequently RVMPO) 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 RVMPO Policy Committee 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 RVMPO that transportation planning products be developed with the goal of obtaining consensus support from the RVMPO Policy Committee. This general approach requires a high level of communication between all of the RVMPO participants.
5. RVTD manages and operates the Rogue Valley Transportation District and is the fixed-route public transportation operator for the Greater Medford Urbanized Area. RVTD 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, RVMPO, and RVTD 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/RVMPO/RVTD  
Agreement No. 00000

## 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 Ian Horlacher, MPO Senior Planner, ODOT, P.O. Box 3275, Central Point, Oregon 97502; phone (541) 423-1362; email: [ian.k.horlacher@odot.state.or.us](mailto:ian.k.horlacher@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.

## RVMPO OBLIGATIONS

1. RVMPO will engage the other Parties to this Agreement in its planning activities and financial planning activities as further identified in Exhibit A. Where RVMPO 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 RVMPO 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. RVMPO 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. RVMPO's Project Manager for this Agreement is Jonathan David, Planning Program Manager, Rogue Valley Council of Governments, P.O. Box 3275, Central Point, Oregon 97502; phone: (541) 423-1338; email: [jdavid@rvcog.org](mailto:jdavid@rvcog.org), or assigned designee upon individual's absence. RVMPO shall notify the other Parties in writing of any contact information changes during the term of this Agreement.

## RVTD OBLIGATIONS

1. RVTD will engage the other Parties to this Agreement in its planning project or financial planning activities as further identified in Exhibit A. Where RVTD 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.



ODOT/RVMPO/RVTD  
Agreement No. 00000

2. Where RVTD 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. RVTD 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. RVTD's Project Manager for this Agreement is Paige Townsend, Senior Planner, Rogue Valley Transportation District, , 3200 Crater Lake Avenue, Medford, Oregon 97504-0975; phone: (541) 608-2429; email: [p.townsend@rvtd.org](mailto:p.townsend@rvtd.org) or assigned designee upon individual's absence. RVTD 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.

ODOT/RVMPO/RVTD  
Agreement No. 00000

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. RVMPO and RVTD 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 RVMPO and RVTD 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, RVMPO or RVTD 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 RVMPO or RVTD (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 RVMPO or RVTD in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of RVMPO or RVTD 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 RVMPO or RVTD 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



ODOT/RVMPO/RVTD  
Agreement No. 00000

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 RVMPO or RVTD is jointly liable with ODOT (or would be if joined in the Third Party Claim), RVMPO or RVTD 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 RVMPO or RVTD 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 RVMPO or RVTD 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. RVMPO's or RVTD'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, Committee, 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.

**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.

ODOT/RVMPO/RVTD  
Agreement No. 00000

**ROGUE VALLEY METROPOLITAN  
PLANNING ORGANIZATION**, by and  
through its Policy Committee

By \_\_\_\_\_  
Chair

Date \_\_\_\_\_

**RVTD**, by and through its designated  
officials

By \_\_\_\_\_  
Commission Chair

Date \_\_\_\_\_

**RVMPO Contact**

Jonathan David, Planning Program Manager  
Rogue Valley Council of  
Governments.  
P.O. Box 3275  
Central Point, OR 97502  
Phone: (541) 423-1338  
Email: [jdavid@rvcog.org](mailto:jdavid@rvcog.org)

**RVTD Contact**

Paige Townsend, Senior Planner  
Rogue Valley Transportation District  
3200 Crater Lake Avenue  
Medford, OR 97504-9075  
Phone: (541) 608-2429  
Email: [p.townsend@rvtd.org](mailto:p.townsend@rvtd.org)

**STATE OF OREGON**, by and through its  
Department of Transportation

By \_\_\_\_\_  
Division Administrator  
Transportation Development

Date \_\_\_\_\_

By \_\_\_\_\_  
Division Administrator  
Public Transit

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Region 3 Manager

Date \_\_\_\_\_

By \_\_\_\_\_  
Region 3 Planning and Development  
Manager

Date \_\_\_\_\_

**ODOT Contact**

Ian Horlacher, MPO Senior Planner  
ODOT  
P.O. Box 3275  
Central Point, OR 97502  
Phone: (541) 423-1362  
Email: [ian.k.horlacher@odot.state.or.us](mailto:ian.k.horlacher@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.

**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

**PTD:** ODOT Public Transit Division

**PTO:** Public Transit Operator

**RTP:** Regional Transportation Plan

**RVMPO:** Rogue Valley Metropolitan Planning Organization

**RVTD:** Rogue Valley Transportation District

**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. **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.

- b. **Consult:** Confer with other identified Parties in accordance with an established process; consider the views of other Parties prior to taking action, inform other

ODOT/RVMPO/RVTD  
Agreement No. 00000

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.

- c. **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. Entities designated as “Cooperate/Collaborate” in Table 1 will be considered Parties of Interest.
- d. **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.
- e. **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.”
- f. **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.
- g. **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.
- h. **Lead Agency:** Agency responsible for making sure the project is completed and communication protocols are followed.

- i. **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.
- j. **Metropolitan Planning Area (MPA):** The geographic area determined by agreement between the MPO for the area and the Governor, in which the metropolitan transportation planning process is carried out.
- k. **Metropolitan Planning Organization (MPO):** The policy board and agency staff of an organization created and designated to carry out the metropolitan transportation planning process.
- l. **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.
- m. **Owner:** The agency that keeps and maintains the final product.
- n. **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.
- o. **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.
- p. **Public Transit Operator (PTO):** The primary provider(s) of public transportation services in an area.
- q. **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.
- r. **Regional Transportation Plan (RTP):** The required long-range multimodal transportation plan for the metropolitan area (also may be called the Metropolitan Transportation Plan [MTP]).
- s. **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.

- t. **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.
- u. **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.
- v. **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).
- w. **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.
- x. **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.

ODOT/RVMPO/RVTD  
Agreement No. 00000

- y. **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



ODOT/RVMPO/RVTD  
Agreement No. 00000

- b. RVMPO is specifically charged with the development of the RTP, MTIP, and UPWP. As such, RVMPO will be the Product Owner and the Lead Agency for these products and other related products. ODOT and RVTD 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 RVMPO 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.

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**

<b>Product</b>	<b>Owner</b>	<b>ODOT</b>	<b>RVMP</b>	<b>RVTD</b>
Area/Concept Plans <sup>1</sup>	RVMP RVTD ODOT	Product Owner Lead Agency Cooperate/Collaborate	Product Owner Lead Agency Cooperate/Collaborate	Product Owner Lead Agency Cooperate/Collaborate
Coordinated Human Services-Transit Plans	RVTD	Coordinate	Cooperate/Collaborate	Product Owner Lead Agency
Facility Plans <sup>2</sup>	<b>RVTD</b> ODOT	Product Owner Lead Agency <b>Cooperate/Collaborate</b>	Cooperate/Collaborate	Cooperate/Collaborate
Metropolitan Transportation Improvement Program (MTIP) <sup>3</sup>	RVMP	Cooperate/Collaborate	Product Owner Lead Agency	Cooperate/Collaborate
Obligation Report	RVMP	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)	RVMP	Cooperate/Collaborate	Product Owner Lead Agency	Cooperate/Collaborate
RTP Financial Plan	RVMP	Cooperate/Collaborate	Product Owner Lead Agency	Cooperate/Collaborate
RTP Financial Projections	RVMP RVTD	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	RVMP RVTD	Cooperate/Collaborate	Product Owner Lead Agency Cooperate/Collaborate	Product Owner Lead Agency Cooperate/Collaborate
TIP Financial Plan	RVMP	Cooperate/Collaborate	Product Owner Lead Agency	Cooperate/Collaborate

<sup>1</sup> Plans, other than facility plans, prepared by any of the Parties.

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

<sup>3</sup> 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 JCT. 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. RVMPO 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?
  - Will one of the agencies be contracted to provide services?
  - 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 RVMPO 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 RVTD 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.

## **RVMPO**

- I. RVMPO is the lead agency for administration of the TIP financial plan. RVMPO shall ensure that all federally funded or regionally significant projects within the RVMPO boundary are included in the TIP, which will then be included in the STIP and in the STIP financial plan.
- II. RVMPO 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. RVMPO shall provide ODOT and RVTD sufficient financial information in a timely manner.
- IV. RVMPO shall submit to ODOT cost-estimates for local projects that include year-of-expenditure dollars consistent with programming years.
- V. RVMPO 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. RVMPO will cooperatively develop these projections with ODOT and the RVTD. RVMPO will participate on the special purpose committee on state and federal funds that is coordinated by ODOT.

## **RVTD**

- I. RVTD shall provide RVMPO and ODOT sufficient financial information in a timely manner.
- II. RVTD shall provide RVMPO with project cost-estimates, in year-of-expenditure dollars, for federally funded or regionally significant projects.
- III. RVTD is the lead agency in projecting long-range local and private revenues for public transit investments. RVTD will cooperatively develop these projections with ODOT and RVMPO. RVTD 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 RVMPO 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 RVMPO regarding the application of limitation and rescission of fund authority. New financial plans will be developed upon approval of the new TIP and STIP.

**RVMPO**

- I. RVMPO will maintain the TIP financial plan, which will include the current programming for all projects located within the RVMPO 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. RVMPO shall ensure that the transactions identified in the STIP financial plan are accurate and must alert ATU to any changes, errors, or omissions.
- III. RVMPO shall cooperate with ATS on the development of financial forecasts, authorizations, apportionments and regional sub-allocation of FTA funding.

**RVTD**

RVTD shall cooperate with RVMPO on the development of financial forecasts, authorizations, apportionments and regional sub-allocation of FTA funding. RVTD shall provide RVMPO 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, RVMPO, and RVTD. 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 RVMPO through an ODOT file transfer protocol (FTP) website. RVMPO 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 RVMPO 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 3 STIP Coordinator will utilize the most current STIP amendment form to communicate proposed programming changes to RVMPO.

**RVMPO**

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

**RVTD**

RVTD shall primarily communicate directly with RVMPO on any finance related issue, specifically changes to the TIP or STIP. As necessary, RVTD may request joint meetings with RVMPO and ATU. In addition, the RVTD 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 RVMPO and ATS at the quarterly meeting or via email.

## **RVMPO**

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

## **RVTD**

RVTD 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** – RVMPO 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, RVMPO, and RVTD 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 RVMPO no later than thirty (30) days after the end of each federal fiscal year, which ends September 30<sup>th</sup>. 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 RVMPO 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.

#### **RVMPO**



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

#### **RVTD**

- I. RVTD shall provide RVMPPO with documentation that includes the necessary data elements as required in the federal regulation, including the identification of bicycle and pedestrian projects.
- II. RVTD will provide FTA Transportation Electronic Award Management System (TEAM) data to RVMPPO in a format that meets the federal reporting requirements.
- III. RVTD 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 RVMPPO. If a report is created, then ATU will send an email notifying RVMPPO that the report is ready and including a link to the report.

#### **RVMPPO**

RVMPPO will utilize the data provided by ATU and the JCT to create the required annual report. RVMPPO shall make the report available to interested parties, ODOT, ATU, and RVTD.

#### **RVTD**

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

### **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.

## **RVMPO**

- I. RVMPO 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 RVMPO is a party of interest, it will participate in the development of the product as specified in this Agreement. RVMPO 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.

For any regionally significant planning project (area/concept or facility) within the RVMPO boundary for which ODOT is the Lead Agency, the RVMPO, as a party of interest, will be considered a potential consultant for the provision of services. The nature and scope of the services the RVMPO is logistically and technically qualified to provide will be mutually agreed upon by ODOT Region 3 and the RVMPO on an annual basis as part of the UPWP process.

## **RVTD**

- I. RVTD 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 RVTD is a party of interest, it will participate in the development of the product as specified in this Agreement. RVTD 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.

Misc. Contracts & Agreements  
Agreement No. 26609

**INTERGOVERNMENTAL AGREEMENT  
ODOT/MPO/Transit**

**Oregon Department of Transportation  
Rogue Valley Metropolitan Planning Organization  
Rogue Valley Transportation District**

**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 **Rogue Valley Metropolitan Planning Organization**, acting by and through its Policy Committee, hereinafter referred to as "RVMPO," acting by and through its Board of Directors, and the **Rogue Valley Transportation District**, acting by and through its Board of Directors, hereinafter referred to as "RVTD," all herein referred to individually or collectively as "Party" or "Parties."

**RECITALS**

1. By authority granted in ORS 190.110, state agencies may enter into agreements with units of local governments 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 metropolitan planning area. 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. The Rogue Valley Council of Governments (RVCOG) was designated the MPO for the Greater Medford urbanized area in 1982 by resolution among jurisdictions in the

ODOT/RVMPO/RVTD  
Agreement No. 26609

planning area and with concurrence from the governor of the state of Oregon. The RVCOG board subsequently delegated responsibility for metropolitan planning policy functions to the RVMPO Policy Committee, a board of elected and appointed officials from the planning area, and including ODOT and RVTD. Nothing in the IGA alters or amends the 1982 resolution.

4. The 1982 resolution specifies that RVCOG (subsequently RVMPO) is responsible for developing and maintaining the Regional Transportation Plan, Metropolitan Transportation Improvement Program, Unified Planning Work Program, performing regional air quality conformity analyses, and other tasks as directed by the Policy Committee. For many years ODOT and the RVMPO have collaborated on maintaining the region's travel demand model. RVMPO is the owner of the model and is responsible for providing the necessary local information; ODOT's Transportation Planning Analysis Unit builds and runs the model and provides technical support as needed. That relationship will not be altered by this Agreement.
5. The Rogue Valley Transportation District is the transit provider for the RVMPO Area.
6. RVMPO and RVTD have an agreement regarding cooperation and mutual support, effective April 1999. That agreement sets out RVMPO responsibilities for overall coordination of the regional transportation planning process, and the RVTD role in that process. Further, that agreement acknowledges RVTD responsibilities for short- and long-range transit operational and strategic planning. The 1999 agreement will not be altered by this IGA.
7. This financial plan Agreement applies to (1) development and maintenance of ODOT's Statewide Transportation Improvement Program (STIP) and the RVMPO's Transportation Improvement Program (TIP), (2) development of RVMPO's financial plan for the Regional Transportation Plan (RTP), and (3) development of the annual list of obligated projects.
8. All pertinent RVMPO agreements are noted in the Unified Planning Work Program and reviewed annually as part of work plan review.
9. This Agreement is binding upon all Parties and shall be used as an ongoing reference as the Parties develop and maintain financial plans and the annual listing of obligated projects.

**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**

ODOT/RVMPO/RVTD  
Agreement No. 26609

1. Pursuant to the authority above, ODOT, RVMPO, and RVTD agree to define roles and responsibilities for communication regarding financial plans and the annual list of obligated projects, as further described in the Statement of Work, marked Exhibit A, attached hereto and by this reference made a part hereof.
2. Exhibit B, attached hereto and by this reference is a part of this Agreement, provides for communication among the Parties.
3. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate ten (10) 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.

**ODOT OBLIGATIONS**

1. ODOT will engage the other Parties to this Agreement in its financial plan development activities as further identified in Exhibit A. Where ODOT is the lead agency for a product, it shall be responsible for pursuing communication with the other Parties. Early communication shall be sought in good faith, such that affected Parties have the opportunity to influence the final outcome or decisions.
2. ODOT's Project Manager for this Agreement is the Region 3 MPO Coordinator, P. O. Box 3275, Central Point, Oregon 97502; telephone (541) 423-1362 or assigned designee upon individual's absence. The other Parties shall be notified in writing of any contact information changes during the term of this Agreement.

**RVMPO OBLIGATIONS**

1. RVMPO will engage the other Parties to this Agreement in its financial plan development activities as further identified in Exhibit A. Where RVMPO is the lead agency for a product, it shall be responsible for pursuing communication with the other Parties. Early communication shall be sought in good faith, such that affected Parties have the opportunity to influence the final outcome or decisions.
2. RVMPO Project Manager for this Agreement is the Planning Program Manager, Rogue Valley Council of Governments, P.O. Box 3275, Central Point, Oregon 97502; telephone (541) 423-1338 or assigned designee upon individual's absence. The other Parties shall be notified in writing of any contact information changes during the term of this Agreement. .

ODOT/RVMPO/RVTD  
Agreement No. 26609

## **RVTD OBLIGATIONS**

1. Where RVTD is a party of interest to financial plan development activities, it shall have the option of involvement in the development of the financial planning product as specified in Exhibit A.
2. RVTD Project Manager for this Agreement is the General Manager, Rogue Valley Transportation District, 3200 Crater Lake Avenue, Medford, OR 97504; telephone (541) 779-5821 or assigned designee upon individual's absence. The other Parties shall be notified 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 to the other Parties.
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 any of the other Parties fail to provide services called for by this Agreement within the time specified herein or any extension thereof.
  - b. If any of the other Parties fail to perform any of the other provisions of this Agreement, or so fail to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from the terminating Party fails to correct such failures within 10 days or such longer period as the terminating 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 terminating Party is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
4. RVMPO and RVTD 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;

ODOT/RVMPO/RVTD  
Agreement No. 26609

Without limiting the generality of the foregoing, RVMPO and RVTD expressly agree 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. All Parties shall ensure that each of its subcontractors complies with these requirements.
6. RVMPO and RVTD acknowledge and agree that State, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of RVMPO and RVTD which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after completion of Project. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
7. 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.
8. 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 any Party unless in writing and signed by all Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

**THE PARTIES**, by execution of this Agreement, hereby acknowledges that its signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

The Oregon Transportation Commission on December 29, 2008, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations. Day-to-day operations include those activities required to implement

ODOT/RVMPO/RVTD  
Agreement No. 26609

the biennial budget approved by the Legislature, including activities to execute a project in the Statewide Transportation Improvement Program.

On April 12, 2004, the Director approved Subdelegation Order No. 10 in which the Director delegates authority to the Division Administrator, Transportation Development to approve and execute personal service contracts and agreements over \$75,000 for programs within the Transportation Development Division when the work is related to a project included in the STIP or in other system plans approved by the Oregon Transportation Commission or in a line item in the legislatively adopted biennial budget , and to approve and execute all agreements, approved by the OTC, for Metropolitan Planning Organization agreements outside the Transportation Program Development limitation and acceptance of funds sent to ODOT, but not earmarked for Transportation Program Development.

**Signature Page to Follow**



ODOT/RVMPO/RVTD  
Agreement No. 26609

**ROGUE VALLEY METROPOLITAN  
PLANNING ORGANIZATION**, by and  
through its Policy Committee

By Mil RCG City  
Chair

Date April 27, 2010

**ROGUE VALLEY TRANSPORTATION  
DISTRICT**, by and through its Board of  
Directors

By Connie Skillman  
~~President~~ BOARD CHAIR

Date 6-2-10

**Agency Contacts**

Vicki Guarino  
Planning Program Manager, RVMPO  
Rogue Valley Council of Governments  
P.O. Box 3275  
Central Point, OR 97502

Julie Brown  
Manager, RVTD  
Rogue Valley Transportation District  
3200 Crater Lake Avenue  
Medford, OR 97504

**STATE OF OREGON**, by and through its  
Department of Transportation

By Barton  
Division Administrator, Transportation  
Development

Date 6-14-10

By \_\_\_\_\_

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By M.A. Webb  
Region 3 Manager

Date 6-8-10

By Tom Harbom  
Region 3 Planning Manager

Date 6/8/10

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By N/A  
Assistant Attorney General

Date \_\_\_\_\_

ODOT/RVMPO/RVTD  
Agreement No. 26609

## EXHIBIT A STATEMENT OF WORK

### 1. ACRONYMS

These acronyms are common to the financial plan, obligated projects development and maintenance processes.

<b>FHWA:</b>	Federal Highway Administration
<b>FMIS:</b>	Federal Management Information System
<b>FTA:</b>	Federal Transit Administration
<b>HPO:</b>	Oregon Department of Transportation Highway Program Office
<b>MPO:</b>	Metropolitan Planning Organization
<b>ODOT:</b>	Oregon Department of Transportation
<b>PCS:</b>	Project Control System
<b>PTD:</b>	ODOT Public Transit Division
<b>PTO:</b>	Public Transit Operator
<b>RTP:</b>	Regional Transportation Plan
<b>STIP:</b>	Statewide Transportation Improvement Program
<b>TIP:</b>	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.

2.1. **Available Funds:** These are 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.

2.2. **Committed Funds:** These are 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

ODOT/RVMPO/RVTD  
Agreement No. 26609

considered “committed.” Approval of a TIP by the Governor is considered a commitment of those funds over which the Governor has control. For 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. For 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.

- 2.3. **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.
- 2.4. **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. The agreement should specify procedures to follow for regular communication. This communication should be timely, and ahead of decisions. Those receiving comments are not bound by the opinions or information received.
- 2.5. **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.
- 2.6. **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.
- 2.7. **Financially Constrained or Fiscal Constraint:** The metropolitan transportation plan, TIP, and STIP include 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

ODOT/RVMPO/RVTD  
Agreement No. 26609

transportation system is being adequately operated and maintained. For the TIP and the STIP, financial constraint/fiscal constraint applies to each program year. Additionally, projects in air quality non-attainment and maintenance areas can be included in the first two years of the TIP and STIP only if funds are "available" or "committed."

- 2.8. **Financial Plan:** The documentation required to be 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.
- 2.9. **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.
- 2.10. **Lead Agency:** Agency responsible for making sure the project is completed and communication protocols are followed.
- 2.11. **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.
- 2.12. **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.
- 2.13. **Metropolitan Planning Organization (MPO):** The policy board and agency staff of an organization created and designated to carry out the metropolitan transportation planning process.
- 2.14. **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.
- 2.15. **Oregon Department of Transportation (ODOT):** Oregon's state transportation agency.
- 2.16. **Owner:** The agency that keeps and maintains the final product.

ODOT/RVMPO/RVTD  
Agreement No. 26609

- 2.17. **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.
- 2.18. **Project Control System – X (PCSX):** Project Control System data entry screen for new projects to be included in the STIP under development.
- 2.19. **Public Transit Operator (PTO):** The primary provider(s) of public transportation services in an area.
- 2.20. **Reasonably Available Funds:** These are new funding sources that are reasonably expected to be available. New funding sources are revenues 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.
- 2.21. **Regional Transportation Plan (RTP):** The required long-range multimodal transportation plan for the metropolitan area (also may be called the MTP: Metropolitan Transportation Plan).
- 2.22. **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 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, or 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 guide way transit facilities that offer a significant alternative to regional highway travel.
- 2.23. **Responsible:** Answerable or accountable, as for something within one's power, control, or management. There can be multiple levels or roles in responsibility. The agreement should specify which agency has what level of responsibility for key tasks or major activities in development of different planning projects. Examples of levels of responsibility include:
- 2.23.1. **Authority:** Authority to make the final decision, signature authority
- 2.23.2. **Lead:** Responsible for making sure the activity is completed and communication protocols are followed
- 2.23.3. **Coordination:** Responsible for coordinating all elements necessary to complete an activity

ODOT/RVMPO/RVTD  
Agreement No. 26609

2.23.4. **Support:** Provide administrative or technical support necessary to complete an activity

2.23.5. **Information:** Provide input and information necessary to complete an activity

2.24. **Statewide Transportation Improvement Program (STIP):** The statewide prioritized listing/program of transportation projects covering a period of four 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.

2.25. **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).

2.26. **Transportation Improvement Program (TIP):** The prioritized listing/program of transportation projects covering a period of four 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.

2.27. **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.

2.28. **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**

3.1. All Parties agree to cooperatively develop and share information related to the development of financial plans and the listing of obligated projects, as specified in the CFR.450.314, to support the metropolitan transportation plan, the metropolitan TIP and the development of the annual listing of obligated projects. Table 1 shows the different products covered by this agreement and each agency's level of responsibility for each product. 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

ODOT/RVMPO/RVTD  
Agreement No. 26609

the product. Each of these products has one lead agency and the other two are partners in completion of the product, by cooperating and providing support and information as needed.

**Table 1**

<b>Product</b>	<b>Owner</b>	<b>ODOT</b>	<b>RVMPO</b>	<b>RVTD</b>
<b>STIP Financial Plan</b>	ODOT	Lead	Support/Information	Support/Information
<b>TIP Financial Plan</b>	RVMPO	Support/Information	Lead	Support/Information
<b>RTP Financial Plan</b>	RVMPO	Support/Information	Lead	Support/Information
<b>RTP Financial Projections</b>	RVMPO	Coordinates special purpose committee	Lead for private and local non-transit revenues	Lead for private and local transit revenues
<b>Obligation Report</b>	RVMPO	Support/Information	Lead	Support/Information

**4. FINANCIAL PLAN DEVELOPMENT, MAINTENANCE ROLES AND RESPONSIBILITIES**

4.1. There are different financial plan requirements for ODOT and the MPO with regard to long-range plans and transportation improvement programs. This Agreement will focus on the financial plan tracking of the funding for projects that are included in both the current TIP and STIP and the development of the financial plan for the RTP. 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 RTP enables fiscal constraint for the long-range plan.

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

**ODOT**

4.2.1. The ODOT Highway Program Office (HPO) is the lead agency for administration of the STIP Financial Plan. HPO will ensure that all the

ODOT/RVMPO/RVTD  
Agreement No. 26609

federal funds that are 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.

- 4.2.2. ODOT, including the Public Transit Division, shall provide the RVMPO and RVTD with 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 the RVMPO as needed for demonstration of fiscal constraint of the metropolitan TIP.
- 4.2.3. ODOT, including the Long-Range Planning Unit, coordinates the special purpose committee. The special purpose committee projects long-range federal and state revenues for development of the financially constrained Regional 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.

**RVMPO**

- 4.2.4. The RVMPO is the lead agency for administration of the TIP Financial Plan. The RVMPO shall ensure that all federally funded or regionally significant projects within the RVMPO boundary are included in the TIP, which will then be included in the STIP and in the STIP Financial Plan.
- 4.2.5. The RVMPO 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 HPO prior to programming being submitted for inclusion in the STIP.
- 4.2.6. The RVMPO shall provide ODOT and RVTD with sufficient financial information in a timely manner.
- 4.2.7. The RVMPO shall submit to ODOT cost-estimates for local projects that include year-of-expenditure dollars consistent with programming years.



ODOT/RVMPO/RVTD  
Agreement No. 26609

- 4.2.8. The RVMPO 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. The RVMPO will cooperatively develop these projections with ODOT and RVTD. The RVMPO will participate on the special purpose committee regarding state and federal funds coordinated by ODOT.

**RVTD**

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

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

**ODOT**

- 4.3.1. Funds will be reconciled by ODOT HPO to 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 the RVMPO monthly. Information in the financial plan will include all fund activities of authorizations, apportionments/appropriations, limitations, rescissions and revenue aligned budget authority.
- 4.3.2. The STIP financial plan will identify any fund programming amendments and project activity that affects funding and fiscal constraint including project additions, deletions, obligations, de-obligations, project fund authority "slips" between fiscal years, reimbursement expenditures and project close-out balances, to be returned to the total fund authority balance. At the end of each federal fiscal year, HPO will ensure that there are no planned projects unaccounted for and that any such projects are slipped into later years or cancelled via amendments.
- 4.3.3. HPO shall consult with the RVMPO regarding the application of limitation

ODOT/RVMPO/RVTD  
Agreement No. 26609

and rescission of fund authority. New financial plans will be developed upon approval of the new TIP and STIP.

**RVMPO**

4.3.4. The RVMPO will maintain the TIP financial plan, which will include the current programming for all projects located within the RVMPO boundary, and will identify amendments and project activities 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 close-out balances, to be returned to the total fund authority balance.

4.3.5. The RVMPO shall ensure that the transactions identified in the STIP financial plan are accurate and shall alert HPO to any changes, errors, or omissions.

4.3.6. The RVMPO shall cooperate with RVTD on the development of financial forecasts, authorizations, apportionments and regional sub-allocation of FTA funding.

**RVTD**

4.3.7. RVTD shall cooperate with the RVMPO on the development of financial forecasts, authorizations, apportionments and regional sub-allocation of FTA funding. RVTD shall provide the RVMPO 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.

**4.4. Communication and Information Sharing**

Development and maintenance of STIP and TIP financial plans and of the obligated project lists requires ongoing, effective communication among ODOT, the RVMPO and RVTD. These agencies shall consult with one another individually as needed and at regularly scheduled meetings. They shall communicate, share necessary information, cooperate, and assist one another to meet their individual responsibilities for development and maintenance of these products.

**ODOT**

4.4.1. HPO shall reconcile the STIP financial plan on a monthly basis and make

ODOT/RVMPO/RVTD  
Agreement No. 26609

it available to the RVMPO via email or through an ODOT FTP website. If through an ODOT FTP website, the RVMPO will be notified of the availability of the updated STIP financial plan via e-mail. HPO shall also provide Federal Management Information System information upon request, to enable the RVMPO to track the funding and obligation status of federally funded projects. In addition, HPO will be available for any other issues/questions via telephone, e-mail and in person.

- 4.4.2. ODOT Region 3 STIP coordinator will utilize the most current STIP amendment form to communicate proposed programming changes to the MPO.

**RVMPO**

- 4.4.3. The RVMPO may communicate with ODOT in several different ways. It may go through the Region 3 STIP or Financial Plan Coordinator. The RVMPO will utilize the most current STIP amendment form to communicate programming changes to ODOT.

**RVTD**

- 4.4.4. RVTD shall primarily communicate directly with MPOs on any finance related issue, specifically changes to the TIP or STIP. As necessary, Public Transit Operator may request joint meetings with the MPO and HPO. In addition, the Public Transit Operator may work with ODOT's Public Transit Division where appropriate.

**4.5. Clarification and Resolution of Concerns**

**ODOT**

- 4.5.1. HPO has the responsibility to ensure that the correct funding levels are identified through coordination with FHWA. Any changes to processes will be communicated initially through the quarterly meetings between ODOT, the MPOs, FHWA, FTA and ODOT Public Transit. If more immediate action is necessary, HPO will contact those affected either by phone or e-mail.
- 4.5.2. 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 MPOs and Public Transit Operators at the quarterly meeting or via e-mail.

ODOT/RVMPO/RVTD  
Agreement No. 26609

**RVMPO**

- 4.5.3. If an MPO disputes a decision made by HPO, HPO will be consulted in addition to contacting the respective federal agency for further clarification.

**RVTD**

- 4.5.4. RVTD has the 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.

**5. Annual Listing of Obligated Projects Roles and Responsibilities**

The metropolitan planning organization (MPO) is required to develop an annual listing of projects that were obligated in the preceding program year, within 90 days of the end of the program year. ODOT, RVTD and the RVMPO 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 request 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 RVMPO's public participation criteria for the TIP.

**5.1. Responsibilities of each agency**

**ODOT**

- 5.1.1. The Highway Program Office (HPO) shall provide documentation from FHWA to the RVMPO no later than 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 preceding paragraph, including the identification of bicycle and pedestrian projects.
- 5.1.2. The HPO will provide Federal Management Information System data sheets (in PDF format) to the RVMPO upon request.
- 5.1.3. The ODOT Geographic Information Services Unit in Salem will provide geographic data (shape files and/or PDF maps) for ODOT's obligated projects.

**RVMPO**

- 5.1.4. The RVMPO is the Lead Agency in production of the obligation report.

ODOT/RVMPO/RVTD  
Agreement No. 26609

The RVMPO shall take the data provided from ODOT, FTA and RVTD and shall create a report that will be made available to the public in accordance with the federal regulations and the RVMPO's public participation criteria for the TIP.

**RVTD**

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

**5.2. Communication and Information Sharing**

**ODOT**

- 5.2.1. HPO will deliver documentation in an electronic medium to the RVMPO. If a report is created, then HPO will send an e-mail notifying the RVMPO that the report is ready and including a link to the report.

**RVMPO**

- 5.2.2. The RVMPO shall utilize the data provided by HPO and the Public Transit Operator to create the required annual report. The RVMPO shall make the report available to interested parties, ODOT HPO and the RVTD.

**RVTD**

- 5.2.3. Documentation shall be delivered in an electronic medium to the RVMPO in a format consistent with the report information tables required by the MPO.

ODOT/RVMPO/RVTD  
Agreement No. 26609

### EXHIBIT B

As stated in the terms of the IGA signed by ODOT, RVMPO and RVTD, each of these agencies agrees to engage the other in its financial plan development activities and the annual listing of obligated projects, as described in Exhibit A. Each agency shall seek early communication with the other two, to enable the other agencies to influence the final outcome or decisions. The parties receiving this notification shall indicate their understanding and acceptance of the agency communication, roles and responsibilities by their signature.

**Product:** \_\_\_\_\_

**Product Owner:** \_\_\_\_\_

**Responsibilities of Product  
Owner:** \_\_\_\_\_

**Responsibilities of Other  
Agencies:** \_\_\_\_\_

**Primary Levels of Communication** \_\_\_\_\_

**Specific Communication Procedures** \_\_\_\_\_

**Decision Process:** \_\_\_\_\_

**Funding, Reporting Responsibilities** \_\_\_\_\_

**Resource Sharing Agreements** \_\_\_\_\_

#### Signatures

**For** \_\_\_\_\_  
**Agency Name**

**By** \_\_\_\_\_

**Date** \_\_\_\_\_

**For** \_\_\_\_\_  
**Agency Name**

**By** \_\_\_\_\_

**Date** \_\_\_\_\_

Tuesday, January 27, 2015 Draft

# **TOLO AREA CONCEPT PLAN**

---

***A CONCEPTUAL LAND USE AND  
TRANSPORTATION PLAN FOR***

***CP-1B***

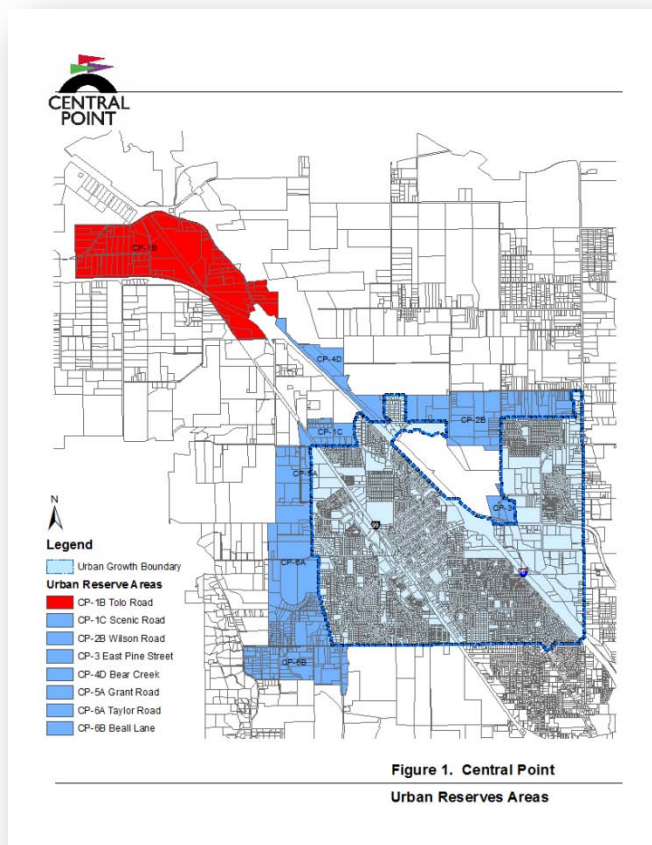
***AN URBAN RESERVE AREA OF THE CITY OF  
CENTRAL POINT***

City of Central Point

Adopted by City Council Resolution No. xxxxx, February xx, 2015

## PART 1. INTRODUCTION

As part of the Regional Plan Element<sup>1</sup> it is required that the City prepare and adopt for each of its eight (8) Urban Reserve Areas (URAs) a Conceptual Land Use Plan<sup>2</sup> and a Conceptual Transportation Plan<sup>3</sup> prior to or in conjunction with an Urban Growth Boundary (UGB) amendment within a given URA. This document addresses both conceptual plans, which are collectively referred to as the *CP-1B Concept Plan* ('*Concept Plan*'). Figure 1 illustrates CP-1B's relationship to the City and the other URAs.



As used in this report the term 'concept plan' refers to a document setting forth a written and illustrated set of general actions designed to achieve a desired goal that will be further refined over time as the planning process moves from the general (concept plan) to the specific (site development). In the case of CP-1B the goal to be achieved is a first generation refinement of how the land use distributions and applicable performance indicators of the Greater Bear Creek Valley Regional Plan (GBCVRP) will be applied to CP-1B.

The concept plan is a general land use guide prepared in accordance with, and intended to facilitate implementation of the Regional Plan Element. It does not address compliance with the Oregon Statewide Land Use Planning Goals, applicability of land use planning law, or comprehensive plan compliance. These items will be appropriately addressed at some other

<sup>1</sup> City of Central Point Ordinance 1964

<sup>2</sup> City of Central Point Comprehensive Plan, Regional Plan Element, Section 4.1 Performance Indicators, subsection 4.1.7

<sup>3</sup> City of Central Point Comprehensive Plan, Regional Plan Element, Section 4.1 Performance Indicators, subsection 4.1.8



time as the area's planning proceeds through UGB amendment, annexation, zoning, site plan approval, and ultimately development, with each step being guided by the *Concept Plan*.

The *Concept Plan* illustrates the City's basic development program for CP-1B; which is presented in Part 2 of this document. The remainder of the document (Part 3) is dedicated to providing background information used in preparation of the *Concept Plan*, including findings of compliance with the land use distribution and applicable Performance Indicators in the City's Regional Plan Element.

In summary the *Concept Plan* has been prepared in accordance with the Regional Plan Element and Greater Bear Creek Valley Regional Plan including all applicable performance indicators set forth in these documents. The development concept for CP-1B compliments and supports local and regional objectives relative to land use distribution and needed transportation corridors identified in the *Greater Bear Creek Valley Regional Plan*.

## **PART 2. THE CONCEPT PLAN**

The long-term objective for CP-1B is that it will develop as a regionally significant employment hub that is populated with transportation-oriented uses and complementary businesses given the URA's proximity to an interchange, access to rail and location on a state freight route. The area is currently home to aircraft manufacturer Erickson Air Crane and Cardmoore Trucking. It is viewed as a future Central Point employment area as it develops and becomes a part of the City. The Concept Plan is comprised of two elements:

### **a. The Conceptual Land Use Plan ('Land Use Plan')**

The primary objective of the Land Use Plan is to refine the land use categories and spatial distribution of those categories throughout CP-1B. This is necessary because the Regional Plan Element only addresses land use in terms of general land use types, i.e. residential, employment, etc., and percentage distribution of the land use.

The Regional Plan Element distributes land uses within CP-1B into one basic land use classification; employment (100%). Employment land includes three categories: retail, industrial, and public. The Land Use Plan for CP-1B refines these allocations by aligning them with the appropriate Comprehensive Plan Land Use and Zoning designations in the City's Comprehensive Plan. Those designations are illustrated in Figure 2, and tabulated in Table 1 as follows:

- i. **Industrial.** The Comprehensive Plan's industrial designation is intended to 'establish a strong and diversified sector' and to 'maximize new development opportunities'. Zoning is broken down into two categories with the possibility of a third.
  - M-1 (Industrial, Light);
  - M-2 (Industrial, General);
  - B-P, Business Park (Business Offices and Service Commercial) which is compatible with and closely related in nature of business to uses permitted in M-1 and M-2 but may be developed independent of those uses.
- ii. **Commercial.** The Comprehensive Plan's commercial designation is intended to be an economically strong and balanced sector that meets the needs of the local market area. In this case, retail uses are intended to serve development in the immediate Tolo Employment area and reduce out of area vehicle trips.
- iii. **Public.** Parks and Open Space designation is consistent with the Regional Plan Element and allows for the continued use and improvement of the Bear Creek Greenway system, natural drainage and agricultural buffers. It also provides opportunities for passive recreational/open space use.

Table 1 Proposed Land Use Zoning by Acreage				
Township/Range/Section	Acreage	Future Zoning	Future Comp Plan	Current Ownership
362W20-29	97.23	B-P	Business Park	
362W20-29	11.40	C-I	Commercial	
362W20-29	184.97	M-1	Light Industrial	
362W20-29	202.64	M-2	Heavy Industrial	
362W20-29	44.92	Park	Public/Open Space	
<b>TOTAL ACRES</b>	<b>541.16</b>			

## b. The Conceptual Transportation Plan ('Transportation Plan')

The regionally significant transportation corridors affecting CP-1B are Interstate 5 (I-5) and Blackwell Road/OR 140. The *Concept Plan* identifies both the Interchange Area Management Plan (IAMP 35) and OR 140 Corridor Plan (Figure 2, CP-1B Concept Plan) and includes policies that

encourage the thoughtful development of the interchange and surrounding properties.

### c. Implementation Guidelines

The following guidelines are intended to serve as future action items:

**Policy CP-1B.1 Land Use:** At time of inclusion in the City's urban growth boundary (UGB) the property will be shown on the City's General Land Use Plan Map as illustrated in the CP-1B Concept Plan, Figure 2.

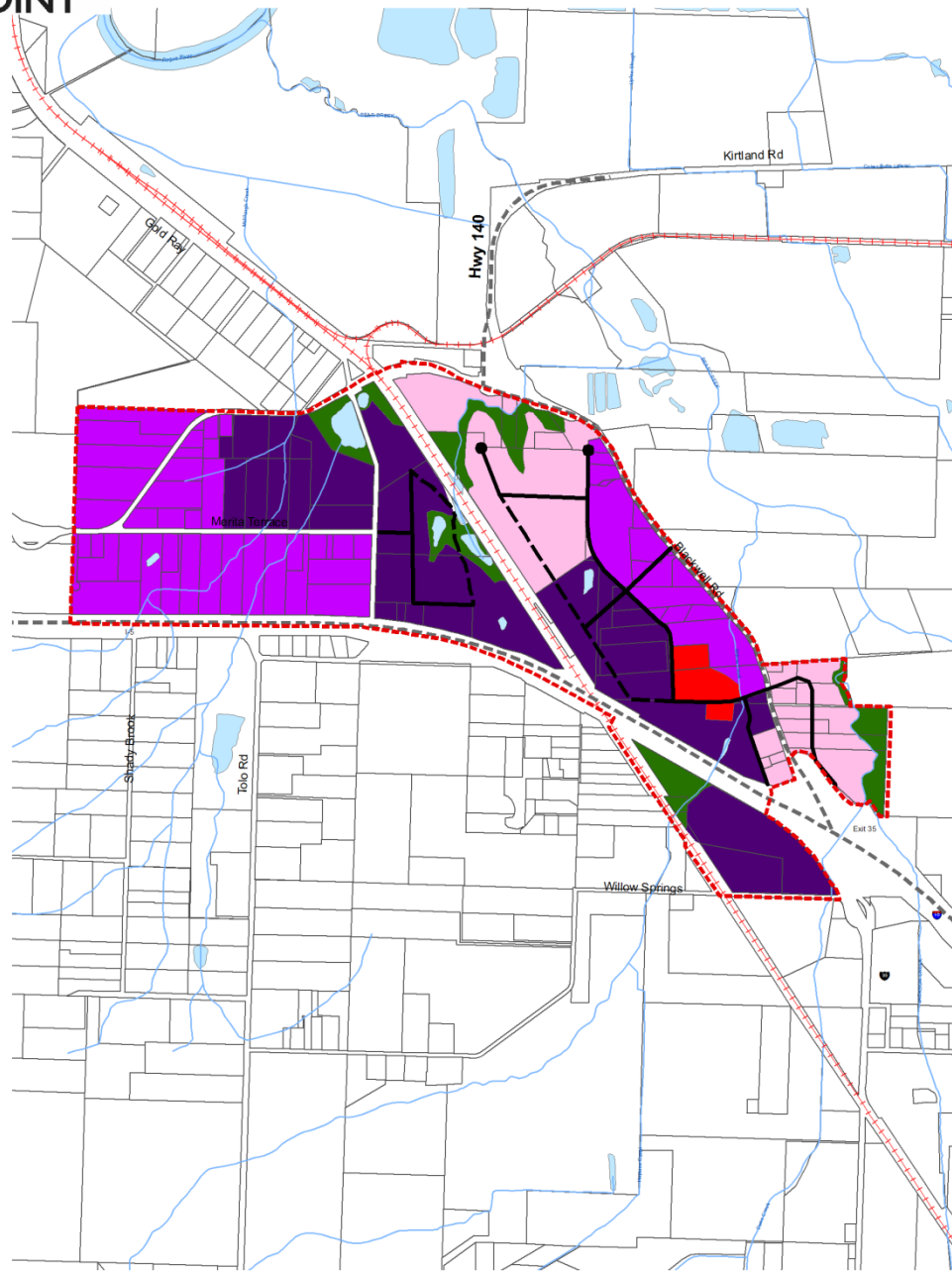
**Policy CP-1B.2 Transportation:** At time of inclusion in the City's urban growth boundary (UGB) the local street network plan, road alignments and transportation improvements identified in various state plans will be included in the City's Transportation System's Plan (TSP) as illustrated in the CP-1B Concept Plan, Figure 2. The City has already adopted IAMP 35 by resolution.

**Policy CP-1B.3 Urban Growth Boundary Management Agreement (UGBMA):** At time of adoption of a revised UGBMA, CP-1B and CP-1C will take precedence over the Area of Mutual Planning Concern (AMPC) *a geographical area lying beyond the adopted urban growth boundary in which the City and County have an interest in terms of the area's types and levels of development, land uses environment, agriculture, and other unique characteristics.* However, the City and County will continue to coordinate land use activity within AMPCs.

**Policy CP-1B.4: Committed Residential Density:** At time of UGB Expansion into CP-1B, the county zoned residential land will cease to exist and residential land uses will become legally non-conforming. The Conceptual Plan for CP-1B does not include any land designated for residential uses.

**Policy CP-1B.5 Forest/Gibbon Acres Unincorporated Containment Boundary:** At time of UGB Expansion into CP-1B, the City and Jackson County will have adopted an agreement (Area of Mutual Planning Concern) for the management of Forest/Gibbon Acres.

**Policy CP-1B.6 Agricultural Mitigation/Buffering:** At time of UGB Expansion into CP-1B, the City and County will coordinate with RRVID to identify, evaluate and prepare potential mitigation. The City will implement agricultural buffers in accordance with adopted ordinances at the time of annexation.



**Figure 2. Concept Plan**

**Tolo Area (CP-1B)**

**Legend**

**AREA\_**

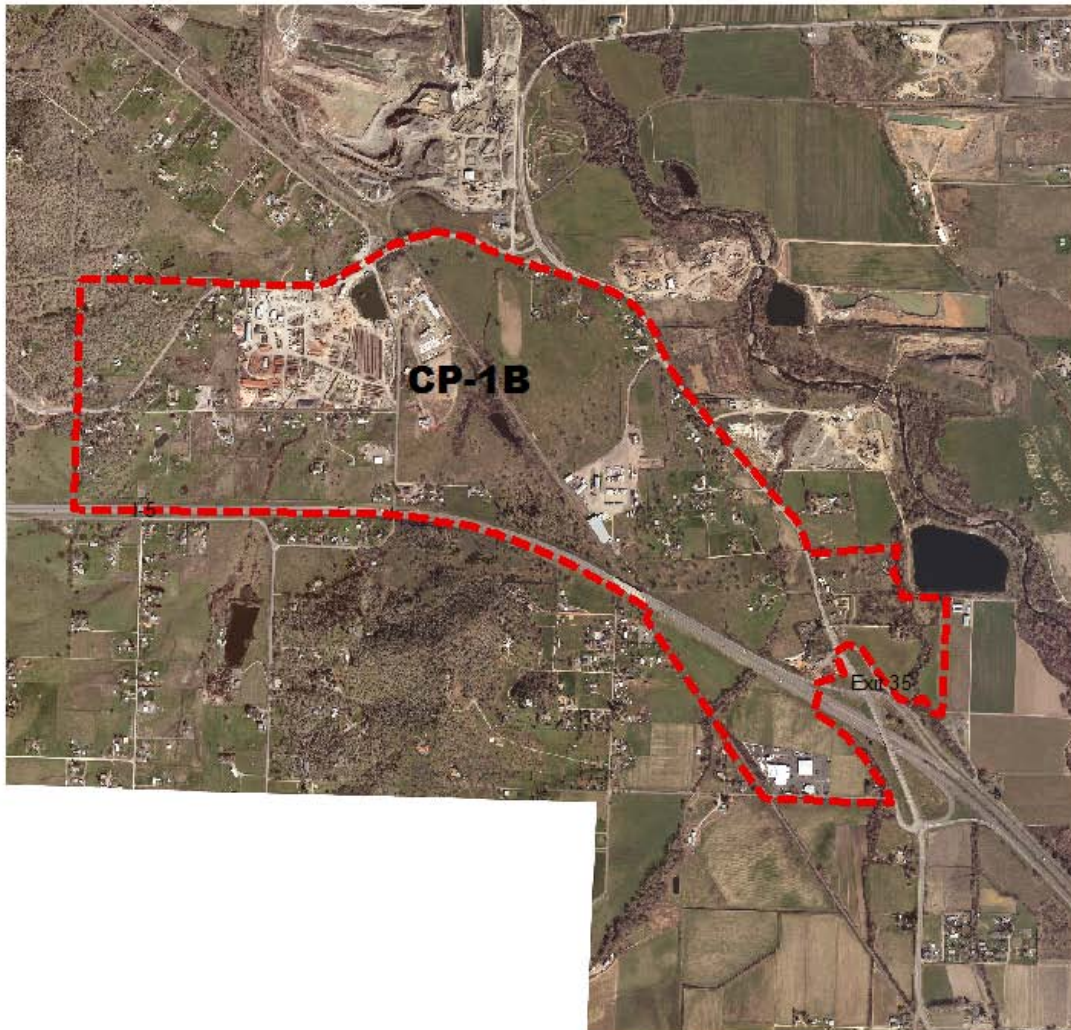
CP-1B

Class 2 Railroad  
Streams  
Water Areas

PROPOSED ROAD  
PROPOSED LOOP ROAD

**ZONE\_TYPE**

OPEN SPACE  
BUSINESS PARK  
COMMERCIAL  
M-1  
M-2



Legend



CP-1B

Date: 10/13/2014

**Figure 3. Aerial Map**

**Tolo Area (CP-1B)  
Concept Plan**

## **PART 3. SUPPORT FINDINGS**

The findings present in this section provide both background information and address the Regional Plan Element's Performance Indicators.

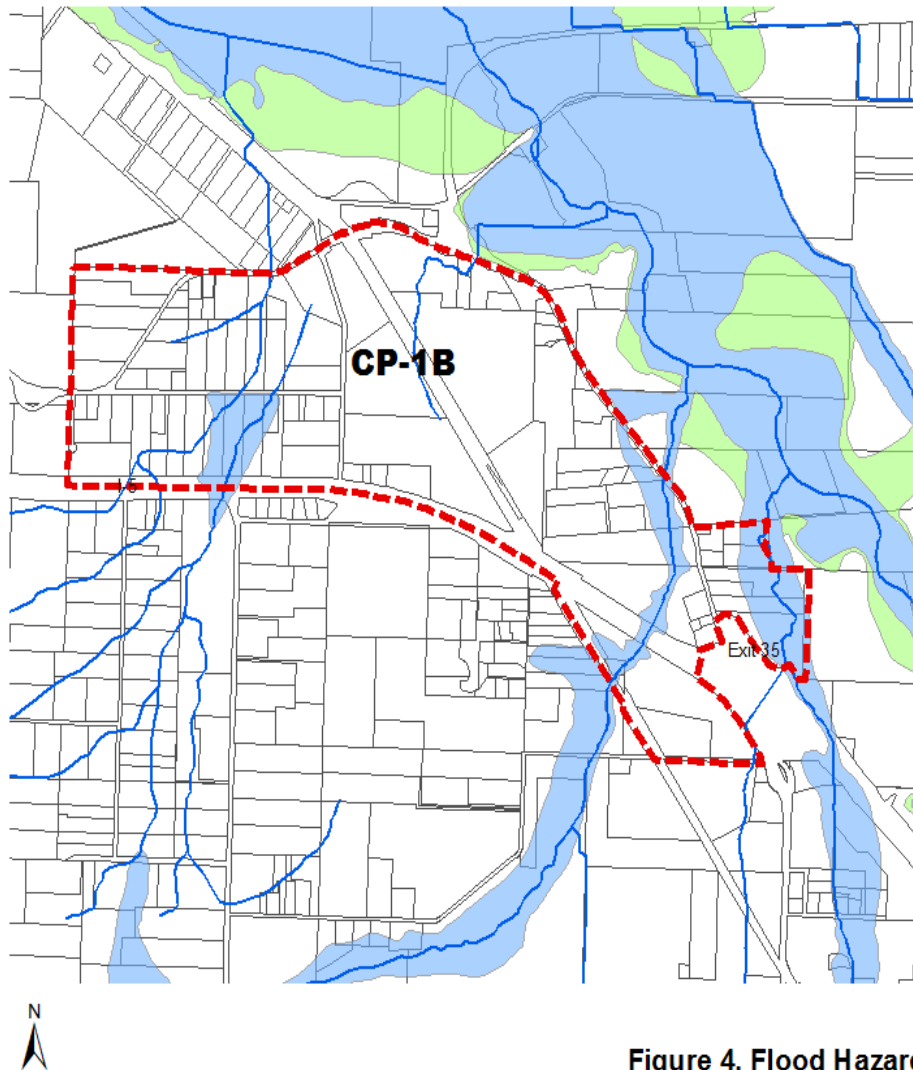
### **a. Current Land Use Characteristics**

This section describes the general character of CP-1B in its current condition.

**Natural Landscape:** CP-1B is traversed by multiple creeks and waterways east and west of the railroad grade which bisects the URA from the northwest to the southeast. Various ponds and wetlands have formed along the creeks and some are independent from them. Topographically, the land in CP-1B rises 20 to 30 feet from Blackwell Road which forms the eastern boundary of most of the URA. This results in something of a *shelf* that is level with the railroad grade. A lot of developable land is accessible to the railroad on the east and west sides of it.

In spite of the numerous creeks, ponds and wetlands present in the URA, there are relatively few tax lots that are subject to the flood hazards as shown in Figure 4. Those areas that are subject to flood zones will be required to perform mitigation. Aggregate mining sites are mostly located outside the boundaries of the URA.

**Cultural Landscape:** CP-1B is principally oriented to the intersection of a railroad and an interstate highway. Mines, quarries and mills characterized the town of Tolo (northwest CP-1B) in the 1860's and it was envisioned to be one of the biggest cities of Southern Oregon. It was platted in 1888, but was virtually abandoned by the year 1918. In 1986, the Jackson County Commission returned the plat to public ownership. The mill sites along the railroad have been reused for long term storage and truck terminals. Aggregate quarries continue to be operated outside the boundaries of CP-1B. Limited farming is done east of Blackwell Road and other land has been subdivided into rural residential lots west of Tolo Road. It is envisioned that this area could redevelop into a multi-modal transport hub where cargo owners agree to move the goods by at least two modes of transport under a single contract. Other employment is also planned in the future under the jurisdiction of the City of Central Point.



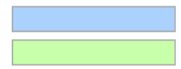
**Figure 4. Flood Hazards**

**Legend**



CP-1B

**Flood Zones 2011**



A Zone (100 yr)

X Shaded (500 Yr)

**Tolo Area (CP-1B)  
Concept Plan**

Date: 10/13/2014

## b. Current Land Use Designations & Zoning

Jackson County zoning acknowledges the unique geographic features of CP-1B by designating land for both General Industrial and Interchange Commercial uses. The area's proximity to the interstate and the railroad justified these land use designations originally and they are expanded in the Greater Bear Creek Valley Regional Plan under the general category of Employment land. The remainder of the land uses in the County's plan are as shown in Figure 5.

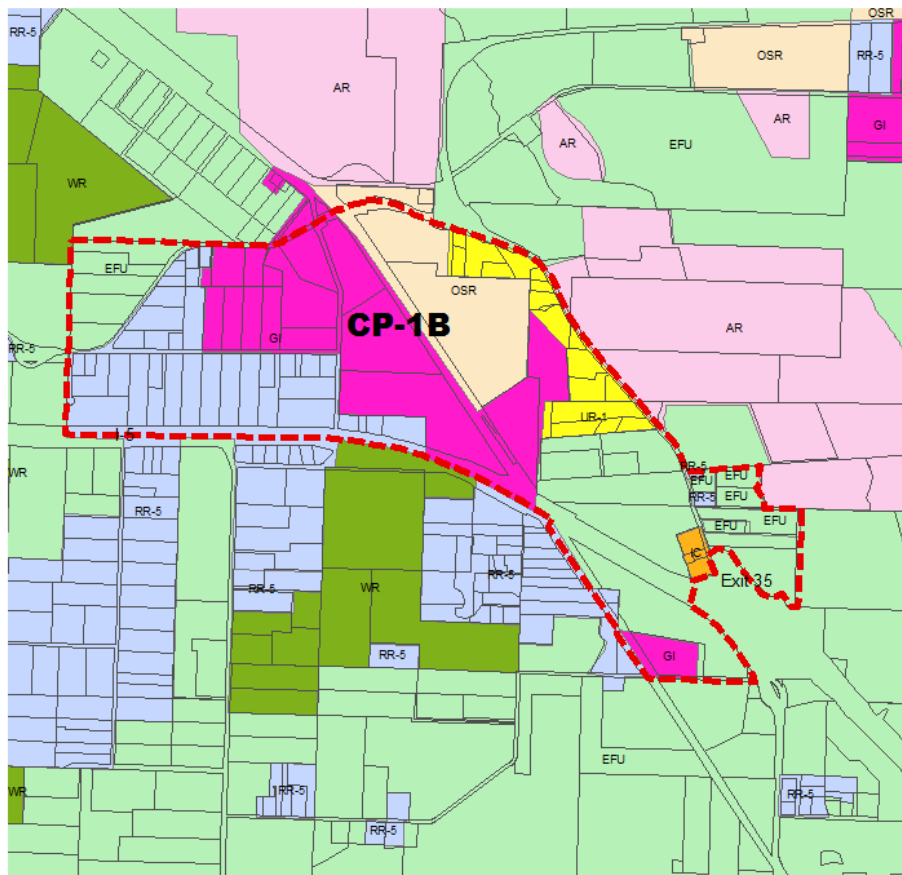


Figure 5. Zoning

### Legend



Date: 10/13/2014

### Legend

#### Jackson Co Zoning

AR	Exclusive Farm Use (EFU)
GI	General Industrial (GI)
IC	Interchange Commercial (IC)

OSR	Rural Residential 2.5 (RR-2.5)
RR-5	Rural Residential 5 (RR-5)
UR-1	Urban Residential 1 (UR-1)
WR	Working Residential

### Tolo Area (CP-1B) Concept Plan



A comparison of the existing and proposed land uses are reflected in Table 2.

Table 2 Current and Proposed Zoning				
Assessors No.	Acreage	County Zoning	City Zoning	City Comp Plan
	97.2	RR-5	<b>B-P</b>	Business Park
	17.9	RR-5	OS	Public
	11.4	UR-1	<b>C-1</b>	Commercial
	36.4	UR-1/IC	OS	Public
	64.1	<b>OSR</b>	M-1	Light Industrial
	158.1	<b>EFU</b>	M-1/M-2	Light/Heavy Industrial
	156.2	<b>GI</b>	M-2	Heavy Industrial
<b>TOTAL ACRES</b>	<b>541.2</b>			

The proposed city zoning will be exclusively employment based in keeping with the Regional Plan.

### c. Existing Infrastructure

#### **Water**

Currently, public water service is not available to CP-1B, and will have to be extended from the vicinity of Erickson Airplane property.

#### **Sanitary Sewer**

CP-1B is in the RVSS service area and there are trunk lines to the east of the URA and along Blackwell Road. More lines will have to be extended into the site.

#### **Storm Drainage**

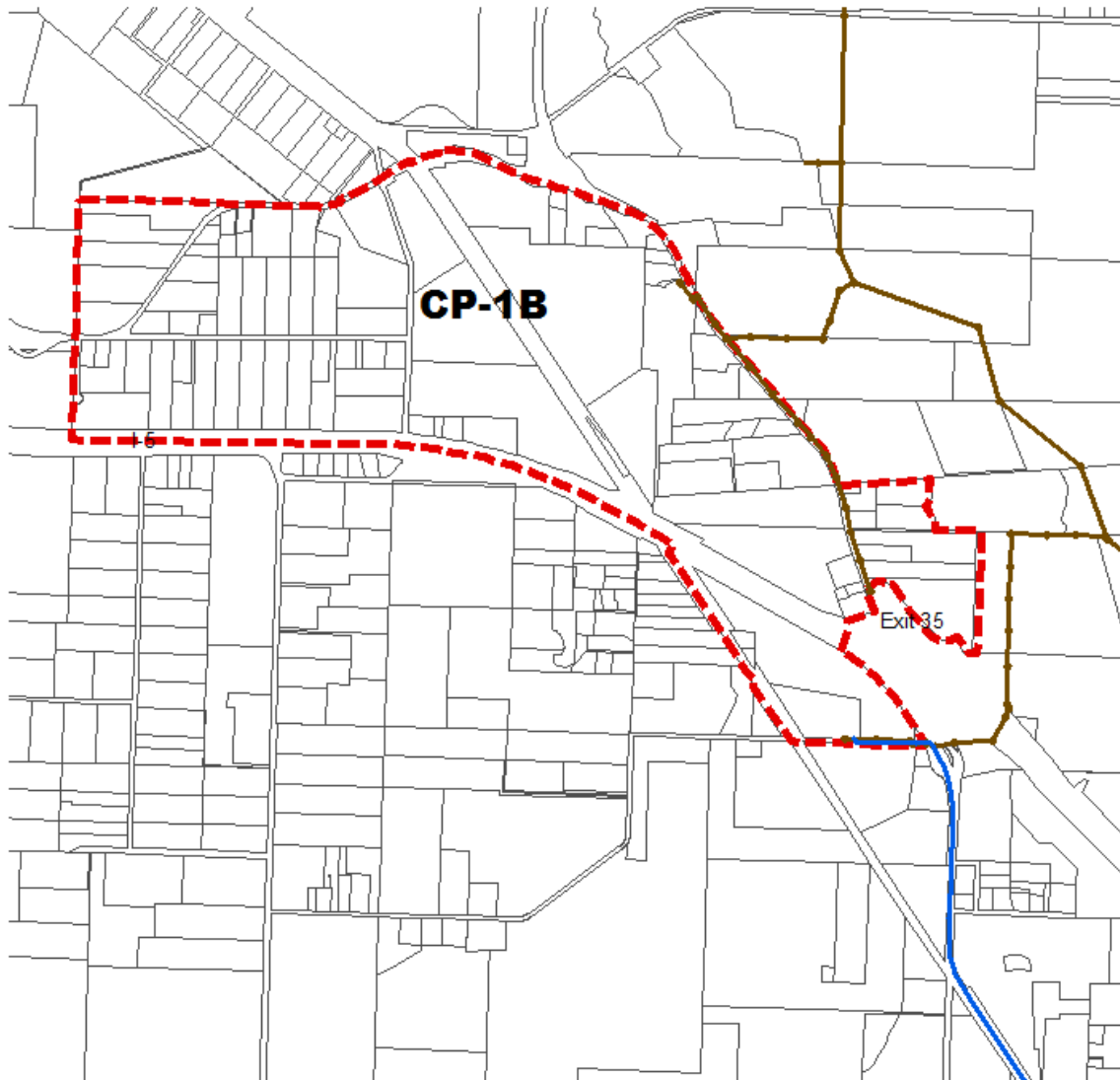
CP-1B does not have an improved storm drainage system and relies upon natural drainage and drainage from road improvements to channel water to Bear Creek.

#### **Street System**

CP-1B is accessed via I-5 Exit 33, Blackwell Road, Dean Creek Road, Tolo Road, and Marita Terrace. IAMP 35 and the OR 140 Corridor Plan dictate the nature of improvements over the next 20 year period. These documents call for an internal circulation plan which the concept plan proposes in Figure 2. The Bear Creek Greenway will be extended through URA CP-4D into and around CP-1B by taking advantage of open space and floodways in Jackson County.

#### **Irrigation District**

CP-1B is located within the Rogue River Valley Irrigation District (RRVID). Irrigation water is transferred via natural means. There are no dedicated irrigation canals (Figure 7).



Legend



CP-1B

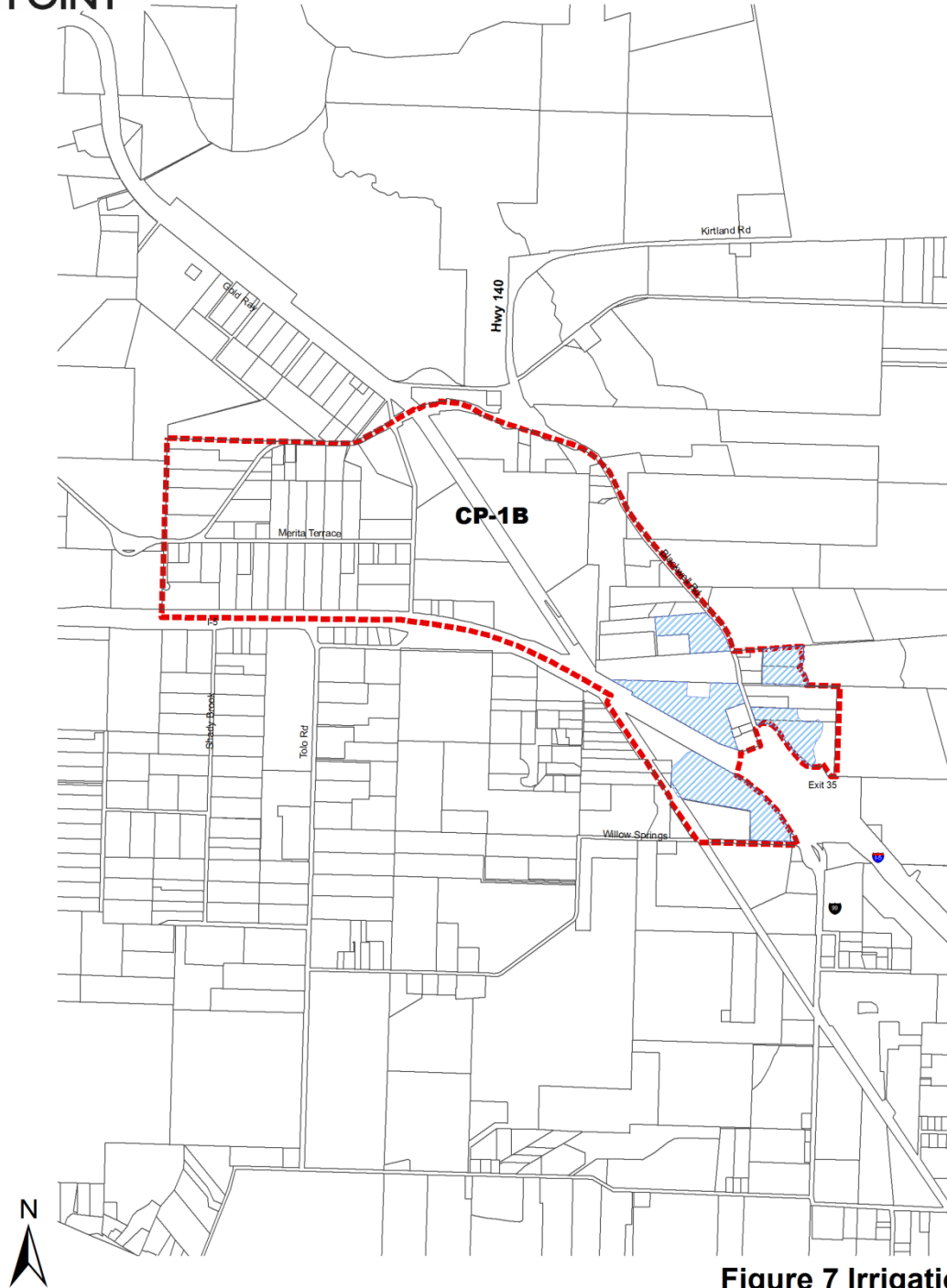
— Central Point Waterlines  
— RVSS Sewer Lines

**Figure 6. Utilities**

**Tolo Area (CP-1B)  
Concept Plan**

Date: 10/13/2014

DRAFT



**Figure 7 Irrigation**

Legend

AREA\_



CP-1B



Irrigated Land - RRVID

**Tolo Area (CP-1B)  
Concept Plan**

**d. Performance Indicators**

Implementation of the Regional Plan Element is guided by a series of twenty-two (22) primary and twenty-one (21) secondary performance indicators<sup>4</sup>, not all of which are applicable to all urban reserve areas. Table 3 identifies the primary Performance Indicators applicable to the CP-1B Concept Plan.

**Table 3 Performance Indicators Specific to Conceptual Plans**

No.	Description	Applicability	
		Yes	No
<b>4.1.1</b>	County Adoption		X
<b>4.1.2</b>	City Adoption		X
<b>4.1.3</b>	Urban Reserve Management Agreement	X	
<b>4.1.4</b>	Urban Growth Boundary Management Agreement	X	
<b>4.1.5</b>	Committed Residential Density		X
<b>4.1.5.1</b>	Minimum Residential Density Standards		X
<b>4.1.6</b>	Mixed-Use/Pedestrian Friendly Areas		X
<b>4.1.7</b>	Conceptual Transportation Plan	X	
<b>4.1.7.1</b>	Transportation Infrastructure	X	
<b>4.1.8</b>	Conceptual Land Use Plan	X	
<b>4.1.8.1</b>	Target Residential Density		X
<b>4.1.8.2</b>	Land Use Distribution	X	
<b>4.1.8.3</b>	Transportation Infrastructure	X	
<b>4.1.8.4</b>	Mixed Use/ Pedestrian Friendly Areas		X
<b>4.1.9</b>	Conditions Specific to Certain URAs	X	
<b>4.1.9.1</b>	CP-1B, IAMP Requirement	X	
<b>4.1.9.2</b>	CP-4D, Open Space Restriction		X
<b>4.1.9.3</b>	CP-4D, Roadways Restriction		X
<b>4.1.9.4</b>	CP-6B, Institutional Use Restriction		X
<b>4.1.9.5</b>	Central Point URA, Gibbon/Forest Acres		X <sup>*</sup>
<b>4.1.10</b>	Agricultural Buffering	X	
<b>4.1.11</b>	Regional Land Preservation Strategies		X
<b>4.1.12</b>	Housing Strategies		X
<b>4.1.13</b>	Urban Growth Boundary Amendment	X	
<b>4.1.13.1</b>	UGB Expansions Outside of URAs		X
<b>4.1.14</b>	Land Division Restrictions		X
<b>4.1.14.1</b>	Minimum Lot Size		X
<b>4.1.14.2</b>	Cluster Development		X
<b>4.1.14.3</b>	Land Division & Future Platting		X
<b>4.1.14.4</b>	Land Divisions & Transportation Plan	X	
<b>4.1.14.5</b>	Land Division Deed Restrictions		X
<b>4.1.15</b>	Rural Residential Rule		X
<b>4.1.16</b>	Population Allocation		X
<b>4.1.17</b>	Greater Coordination with RVMPO	X	

<sup>4</sup> City of Central Point Comprehensive Plan, Regional Plan Element, Section 4.1 Performance Indicators

<b>4.1.17.1</b>	Preparation of Conceptual Transportation Plan	X	
<b>4.1.17.2</b>	Protection of Planned Transportation Infrastructure	X	
<b>4.1.17.3</b>	Regionally Significant Transportation Strategies	X	
<b>4.1.17.4</b>	Supplemental Transportation Funding	X	
<b>4.1.18</b>	Future Coordination with RVCOG	X	
<b>4.1.19</b>	Expo		X
<b>4.1.20</b>	Agricultural Task Force	X	
<b>4.1.21</b>	Park Land		X
<b>4.1.22</b>	Buildable Lands Definition		X

## e. Applicable Performance Indicators

The following addresses each applicable performance indicator per Table 3:

**4.1.3. Urban Reserve Management Agreement.** An URMA was adopted by the City when it adopted its Regional Plan Element. The URMA has been taken into account in the preparation of this Conceptual Plan.

**4.1.4. Urban Growth Boundary Management Agreement.** The UGBMA between Central Point and Jackson County has recently been revised to institutionalize and direct the management of Forest/Gibbon Acres as an Area of Mutual Planning Concern. Other changes in the agreement add an *intent and purpose* statement, align procedural language with the County Comprehensive Plan and obligate the City and County to involve affected Irrigation Districts in the land use planning process.

**4.1.7. Conceptual Transportation Plans.** Conceptual Transportation Plans shall be prepared early enough in the planning and development cycle that the identified regionally significant transportation corridors within each of the URAs can be protected as cost-effectively as possible by available strategies and funding. A Conceptual Transportation Plan for a URA or appropriate portion of a URA shall be prepared by the City in collaboration with the Rogue Valley Metropolitan Planning Organization, applicable irrigation districts, Jackson County, and other affected agencies, and shall be adopted by Jackson County and the respective city prior to or in conjunction with a UGB amendment within that URA.

**4.1.7.1. Transportation Infrastructure.** The Conceptual Transportation Plan shall identify a general network of regionally significant arterials under local jurisdiction, transit corridors, bike and pedestrian paths, and associated projects to provide mobility throughout the Region (including intra-city and inter-city, if applicable).

**Finding:** The regionally significant transportation corridor within CP-1B is the OR 140 Corridor which extends from I-5 Exit 35 to Brownsboro-Eagle Point Road.

Additionally, the Interchange Area Management Plan for Exit 35 (IAMP-35) identifies public improvements and projects that have been taken into consideration as part of the CP-1B Conceptual Plan. The Bear Creek Greenway system, which is predominantly pedestrian and bicycle oriented affects part but not all of CP-1B. The Concept Plan acknowledges the proximity of the Bear Creek Greenway system. The plan generally represents an enhanced local street network and access management improvements that are proposed in the OR 140 Corridor Plan and in IAMP-35.

**Conclusion 4.1.7.1:** Complies.

**4.1.8. Conceptual Land Use Plans:** A proposal for a UGB Amendment into a designated URA shall include a Conceptual Land Use Plan prepared by the City in collaboration with the Rogue Valley Metropolitan Planning Organization, applicable irrigation districts, Jackson County, and other affected agencies for the area proposed to be added to the UGB as follows:

**4.1.8.2. Land Use Distribution.** The Conceptual Land Use Plan shall indicate how the proposal is consistent with the general distribution of land uses in the Regional Plan, especially where a specific set of land uses were part of the rationale for designating land which was determined by the Resource Lands Review Committee to be commercial agricultural land as part of a URA, which applies to the following URAs: CP-1B, CP-1C, CP-4D, CP-6A, CP-2B, MD-4, MD-6, MD-7mid, MD-7n, PH-2, TA-2, TA-4.

**Finding:** As illustrated in Table 6 the proposed land use distributions in the CP-1B Concept Plan are consistent with those presented in the Regional Plan Element.

**TABLE 6. CP-4D URBAN RESERVE LAND-USE TYPE COMPARISON\***

	Residential	Aggregate	Resource	Open Space/Parks	Employment	Total
<b>Regional Plan Element</b>	0% (0 Ac)	0% (0 Ac)	0% (0 Ac)	0% (0 Ac)	100% (541 Ac)	100% (541 Ac)
<b>CP-1B Concept Plan</b>	0% (0 Ac)	0% (0 Ac)	0% (0 Ac)	0% (0 Ac)	100% (541 Ac)	100% (83 Ac)

\* All acreage figures rounded to nearest whole number.

**Conclusion 4.1.8.2:** Complies.

**4.1.8.3. Transportation Infrastructure.** The Conceptual Land Use Plan shall include the transportation infrastructure required in Section 4.1.7 above.

**Finding:** The required transportation infrastructure per 4.1.7 is included in the CP-1B Concept Plan (see Finding 4.1.7).

**Conclusion 4.1.8.3:** Complies.

**4.1.9. Conditions.** The following conditions apply to specific Urban Reserve Areas:

**4.1.9.1. CP-1B.** Prior to the expansion of the UGB into CP-1B, ODOT, Jackson County and Central Point shall adopt and Interchange Area Management Plan (IAMP) for the Seven Oaks Interchange Area.

**Finding:** As noted in Section 4.1.7.1, the *CP-1B Concept Plan* is consistent with the Regional Plan Element's Conceptual Transportation Plan, in that IAMP-35 management strategies have been acknowledged and incorporated. The State, County and City have each formally adopted IAMP-35.

**Conclusion 4.1.9.2:** Complies.

**4.1.9.5 Central Point URA, Gibbon/Forest Acres.** Prior to the expansion of the Central Point Urban Growth Boundary into any Urban Reserve Area, the City and Jackson County shall adopt an agreement (Area of Mutual Planning Concern) for the management of Gibbons/Forest Acres Unincorporated Containment Boundary.

**Finding:** The City has coordinated with Jackson County and entered into an Area of Mutual Planning Concern Agreement prior to a UGB expansion into CP-1B.

**Conclusion 4.1.9.5:** Complies

**4.1.10. Agricultural Buffering.** Participating jurisdictions designating Urban Reserve Areas shall adopt the Regional Agricultural Buffering program in Volume 2, Appendix III into their Comprehensive Plans as part of the adoption of the Regional Plan. The agricultural buffering standards in Volume 2, Appendix III shall be adopted into their land development codes prior to a UGB amendment.

**Finding:** CP-1B abuts EFU zoned lands along various sides of its borders (see Figure 5). There are some instances where buffering will be facilitated by natural stream channels and public rights-of-way. Some buffering has been shown in the Concept Plan (see Figure 2). In all cases, during the design/development phase, the City will implement its Agricultural Buffering Ordinance to mitigate potential land use conflicts.

**Conclusion 4.1.10:** Complies.

**4.1.13. Urban Growth Boundary Amendment.** Pursuant to ORS 197.298 and Oregon Administrative Rule 660-021-0060, URAs designated in the Regional Plan are the first priority lands used for a UGB amendment by participating cities.



**Finding:** The Regional Plan Element includes a provision that requires adoption of a concept plan prior to urban growth boundary expansion into an urban reserve area. The CP-1B Concept Plan addresses this requirement in anticipation of an urban growth boundary application into CP-1B.

**Conclusion 4.1.13:** Complies.

**4.1.14. Land Division Restrictions.** In addition to the provisions of Oregon Administrative Rule 660-021-0040, the following apply to lots or parcels which are located within a URA until they are annexed into a city:

4.1.14.4. Land divisions within a URA shall not be in conflict with the transportation infrastructure identified in an adopted Conceptual Transportation Plan.

**Finding:** The CP-1B Concept Plan was prepared in collaboration with Jackson County and the RVMPO. Policies in the City-County UGBMA ensure continued notification and coordination of infrastructure with proposed land divisions.

**Conclusion 4.1.14.4:** Complies.

**4.1.17. Greater Coordination with the RVMPO.** The participating jurisdictions shall collaborate with the Rogue Valley Metropolitan Organization (RVMPO) to:

4.1.17.1. Prepare the Conceptual Transportation Plans identified in Section 4.1.7.

4.1.17.2. Designate and protect the transportation infrastructure required in the Conceptual Transportation Plans identified in Section 4.1.7 to ensure adequate transportation connectivity, multimodal use, and minimize right of way costs.

4.1.17.3. Plan and coordinate the regionally significant transportation strategies critical to the success of the adopted Regional Plan including the development of mechanisms to preserve rights-of-way for the transportation infrastructure identified in the Conceptual Transportation Plans; and

4.1.17.4. Establish a means of providing supplemental transportation funding to mitigate impacts arising from future growth.

**Finding:** The CP-1B Concept Plan was prepared in collaboration with RVMPO.

**Conclusion 4.1.17:** Complies.

**4.1.18. Future Coordination with the RVCOG.** The participating jurisdictions shall collaborate with the Rogue Valley Council of Governments on future regional planning that assists the participating jurisdictions in complying with the Regional Plan

performance indicators. This includes cooperation in a region-wide conceptual planning process if funding is secured.

**Finding:** The CP-1B Concept Plan was prepared in collaboration with the RVCOG.

**Conclusion 4.1.18:** Complies.

**4.1.20. Agricultural Task Force.** The Agricultural Task Force shall develop a program to assess the impacts on the agricultural economy of Jackson County arising from the loss of agricultural land and/or the ability to irrigate agricultural land, which may result from Urban Growth Boundary Amendments. The Agricultural Task Force shall also identify, develop and recommend potential mitigation measures, including financial strategies to offset those impacts. Appropriate mitigation measures shall be applied to Urban Growth Boundary Amendment proposals.

**Finding:** Although not required at this time it is worth noting that OAR 660-024-0040 addresses determination of land need necessary to justify expansion of an urban growth boundary. The CP-1B Concept Plan is consistent with the Regional Plan Element, is consistent with the City-County UGBMA (which now actively consults affected irrigation districts in UGB planning) and is consistent with new policies found in Jackson County's Agricultural Lands Element resulting from ATF recommendations.

**Conclusion 4.1.20:** Complies.



**Rogue Valley  
Metropolitan Planning Organization**

**Regional Transportation Planning**

*Ashland • Central Point • Eagle Point • Jacksonville • Medford • Phoenix • Talent • White City  
Jackson County • Rogue Valley Transportation District • Oregon Department of Transportation*

---

**DATE:** February 5, 2015  
**TO:** RVMPO Technical Advisory Committee  
**FROM:** Dan Moore, Planning Coordinator  
**SUBJECT:** Revised Draft Alternative Measures Analysis Memorandum

---

Staff reported the results of the Alternative Measures 2010 benchmark analysis to the TAC at their January 14, 2015 meeting. The TAC requested several revisions be made to the memo. This memo includes the revisions requested by TAC along with observations and specific recommendations for some of the Alternative Measures. The RVMPO Technical Advisory Committee (TAC) is being asked to review and comment on the revised draft Alternative Measures Analysis Memo.

Staff will finalize the Alternative Measures Analysis memo based on the comments received at the February 11, 2015 TAC meeting. Staff will prepare the draft Alternative Measures Report by March 18, 2015 to be presented to the TAC at the April 8, 2015 meeting for review and comment along with a recommendation on Policy Committee approval of the final report. The report will also be presented to the Public Advisory Council at their May 19, 2015 meeting for their review/comment and recommendation to the Policy Committee.

The Policy Committee will conduct a Public Hearing on June 23, 2015 to consider adoption of the Alternative Measures Report. The final report will be in a format suitable for adoption by the Land Conservation and Development Commission (LCDC).

## Measure 1 – Transit and Pedestrian/Bicycle Mode Share

### 1.1 - Measure Description

This measure is intended to demonstrate a shift in travel behavior away from the automobile. This shift is anticipated to result from the region's planned improvements in the transit, bicycle and pedestrian infrastructure, as well as from the implementation of planned Transit-Oriented Developments (TODs). The benchmarks and target for this measure are shown in Table 1.1 below. A three-fold increase in transit mode share (from 1% to 3%) and a 35% increase in bicycle and walking (non-motorized) mode share (from 8.2% to 11%) have been set as 20-year targets for this measure.

**Table 1.1 - 20-Year Target for Transit and Pedestrian/Bicycle Mode Share**

<i>Measure</i>	<i>How Measured</i>	<i>2000</i>	<i>Benchmark 2005</i>	<i>Benchmark 2010</i>	<i>Benchmark 2015</i>	<i>Target 2020</i>
<i>Measure 1: Transit and bicycle/pedestrian mode share</i>	The percent of total daily trips taken by transit and the combination of bicycle and walking (non-motorized) modes. Determined from best available data (e.g., model output and/or transportation survey data).	% daily trips  transit: 1.0 bike/ped: 8.2	% daily trips  transit: 1.2 bike/ped: 8.4	% daily trips  transit: 1.6 bike/ped: 8.4	% daily trips  transit: 2.2 bike/ped: 9.8	% daily trips  transit: 3.0 bike/ped: 11

### 1.2 – Data - Mode Share 2010 Benchmark Analysis

The mode share data used for 2010 benchmark analysis were derived from the RVMPOv3.1 travel demand model provided by the Oregon Department of Transportation (ODOT) Transportation Planning Analysis Unit (TPAU).

### 1.3 - Methodology - Mode Share 2010 Benchmark Analysis

The mode share for 2010 was determined by utilizing home-based and non-home-based activity data output from the RVMPOv3.1 travel demand model as shown in Table 1.2 below.

Table 1.2 below depicts the 2006, 2010 & 2015 home-based and non-home-based trip purpose mode share percentages derived from the RVMPO v3.1 travel demand model. The model is calibrated to the 1995/1996 Oregon Household Travel Survey, and 2010 is interpolated between 2006 and 2015.

**Table 1.2 – 2006, 2010 & 2015 Home-Based & Non-Home-Based Trips Mode Share Percentages – RVMPO v3.1**

<b>2006, 2010 &amp; 2015 Home-Based &amp; Non-Home-Based Trip Purpose Mode Share - RVMPO v3.1 Model</b>								
<b>2006 RVMPO-v3.1</b>	<b>Drive-Alone</b>	<b>Drive-w-Passenger</b>	<b>Passenger</b>	<b>Bus-Walk</b>	<b>Bus/Park &amp; Ride</b>	<b>Bike</b>	<b>Walk</b>	<b>Sub-Total</b>
Daily Period Total	266,971	194,535	253,963	11,690	359	7,530	59,606	794,654
Daily Period Mode %	33.60%	24.48%	31.96%	1.47%	0.05%	0.95%	7.50%	100%
<b>2006</b>	<b>Auto</b>		<b>Transit</b>		<b>Bike/Walk</b>			
	90.04%		1.52%		8.45%			
<b>2010 RVMPO-v3.1 Interpolated</b>	<b>Drive-Alone</b>	<b>Drive-w-Passenger</b>	<b>Passenger</b>	<b>Bus-Walk</b>	<b>Bus/Park &amp; Ride</b>	<b>Bike</b>	<b>Walk</b>	<b>Sub-Total</b>
Daily Period Total	287,125	209,517	271,756	12,012	328	7,834	61,935	850,507
Daily Period Mode %	33.76%	24.63%	31.95%	1.41%	0.04%	0.92%	7.28%	100%
<b>2010</b>	<b>Auto</b>		<b>Transit</b>		<b>Bike/Walk</b>			
	90.35%		1.45%		8.20%			
<b>2015 RVMPO-v3.1</b>	<b>Drive-Alone</b>	<b>Drive-w-Passenger</b>	<b>Passenger</b>	<b>Bus-Walk</b>	<b>Bus/Park &amp; Ride</b>	<b>Bike</b>	<b>Walk</b>	<b>Sub-Total</b>
Daily Period Total	312,318	228,243	293,999	12,414	289	8,214	64,847	920,324
Daily Period Mode %	33.94%	24.80%	31.95%	1.35%	0.03%	0.89%	7.05%	100%
<b>2015</b>	<b>Auto</b>		<b>Transit</b>		<b>Bike/Walk</b>			
	90.68%		1.38%		7.94%			

**Table 1.3 – Definitions for Table 1.2 Trip Purpose Mode Share Categories**

<b>Trip Purpose Mode Share Sub-Category Definitions</b>	
<b>Auto</b>	
<b>Sub-Category</b>	<b>Definition</b>
Drive Alone	Single occupancy vehicle (SOV) trip.
Drive-w-Passenger	Person driving auto trip with 1 or more passengers. Passengers are not counted here (counted below).
Passenger	Passengers in Drive-w-Passenger are counted here.
<b>Transit</b>	
Bus-Walk	Pedestrians walking to and from public transit and school buses.
Bus/Park & Ride	Vehicle parking at park and ride and occupant(s) boarding transit.
<b>Bike/Walk</b>	
Bike	Bicyclists
Walk	Pedestrians

### 1.4 – Findings - Measure 1 – Mode Share 2010 Benchmark Analysis

Using the RVMPO v3.1 interpolated 2010 home-based and non-home-based trip purpose data shows that transit makes up 1.45% of the mode share, which is 0.15 percentage points below the 2010 benchmark of 1.6%. The 2010 Bike/Walk data from the model shows 8.20% mode share which is 0.20 percentage points below the 8.4% benchmark.

**Table 1.4 – Measure 1: Transit & Bike/Ped Mode Share 2010 Benchmark Analysis**

Measure	How Measured	2000	Benchmark 2005	Measured 2007	Benchmark 2010	Measured 2014	Benchmark 2015	Target 2020
Measure 1: Transit and Bicycle/Pedestrian Mode Share	The percent of total daily trips taken by transit and combination of bicycle and walking (non-motorized) modes. Determined from best available data (e.g., model output and/or transportation survey data).	% Daily Trips	% Daily Trips	% Daily Trips	% Daily Trips	% Daily Trips	% Daily Trips	% Daily Trips
		Transit: 1.0 Bike/Ped: 8.2	Transit: 1.0 Bike/Ped: 8.2	<b>Transit: 0.9 Bike/Ped: 7.3</b>	Transit: 1.6 Bike/Ped: 8.4	<b>Transit: 1.45 Bike/Ped: 8.20</b>	Transit: 2.2 Bike/Ped: 9.8	Transit: 3.0 Bike/Ped: 11

### 1.5 - Conclusions - Measure 1 – Mode Share 2010 Benchmark Analysis

This analysis included review of several different sources of information including; RVMPOv3.1 travel demand model data, 2010 Oregon Household Activity Survey (OHAS), 2013 Rogue Valley Transportation District (RVTD) On-Board Transit Survey, 2010 Transit Boardings Estimation and Simulation (TBest) model, Census and American Community Survey (ACS) data. Below is a description of the different data sets reviewed and the final mode share data used for the analysis.

In September 2014, ODOT's Transportation Planning Analysis Unit (TPAU) provided mode share data from the RVMPO v3.1 regional travel demand model for the Alternative Measures 2010 benchmark analysis. The model estimated 0.51%, 0.46% and 0.41% transit mode share (not including school student bus trips) percentages for 2006, 2010, and 2015 respectively. The 2010 transit mode benchmark is 1.6%. The model also estimated bicycle and walking (bike/ped) mode share percentages of 8.38%, 7.49% and 6.56% for 2006, 2010 and 2015 respectively. The bike/ped mode share benchmark for 2010 is 8.4%. The results showed that 2010 benchmarks for transit and bike/ped were not achieved.

In October, TPAU provided new mode share data based on 2010 OHAS survey, 2013 RVTD On-Board Transit Survey, 2010 TBest Transit model, and 2010 RVMPO v4.1(work in progress) model with transit enhancements. The 2010 data showed an 8.95% bike/ped mode share which exceeds the 2010 benchmark of 8.45%. The transit mode share was at 0.51% (less than 1%) and more than 1 percentage point lower than the benchmark of 1.6% for 2010. In addition, Census and American Community Survey (ACS) journey-to-work data was analyzed. It was determined that this data only captured work trips and was not an accurate representation of RVMPO daily mode share. It was concluded that the 2010 survey/v4.1 data provided by TPAU (8.95% bike/ped and 0.51% transit) would be used for the 2010 mode share benchmark.

In December 2014, TPAU and RVCOG staff had further discussions about the mode share data, and decided to run the RVMPO v3.1 model again using home-based trip and non-home-based activity parameters. TPAU and RVCOG staff agreed that these categorical trips would more accurately reflect the daily RVMPO mode choices. The model run included daily person trip forecasts by seven (7) travel modes and eight (8) purposes. For the previous model runs, TPAU only reported the total daily mode

share not by different purposes, and neither included school student trips in the daily mode share calculation. The results of this model runs show that:

- In 2006, transit makes up 1.52% of the mode share, which is 0.08 percentage points below the 2010 benchmark of 1.6%. The 2006 bike/walk data from the model shows 8.45% mode share which is 0.05% percentage points above the 8.4% 2010 benchmark.
- In 2010, transit makes up 1.45% of the mode share, which is 0.15 percentage points below the 2010 benchmark of 1.6%. The 2010 bike/walk data from the model shows 8.20% mode share which is 0.20 percentage points below the 8.4% 2010 benchmark.
- In 2015, transit makes up 1.38% of the mode share, which is 0.22 percentage points below the 2010 benchmark of 1.6%. The 2015 bike/walk data from the model shows 7.94% mode share which is 0.46 percentage points below the 8.4% 2010 benchmark.

The RVMPO v3.1 home-based and non-home-based trip activity data – being the best available data – was used for the benchmark analysis. It was determined that this data more accurately reflects the daily RVMPO travel mode choices. However, the results of the analysis show that the 2010 benchmarks for transit and bike/walk mode shares using the RVMPO v3.1 travel demand model have not been achieved (albeit by fractions of percentages). The preference was to use the updated RVMPO v4.1 model which was not available for this analysis. It is recommended that when the RVMPO v4.1 model is ready (early 2015) for use, that the mode share analysis be redone with that model. It is anticipated that future analyses will continue to show a decline in mode share, unless the region adds more transit service.

#### **1.6 – Observations - Mode Share 2010 Benchmark Analysis**

Interpreting the mode share analysis results from the RVMPO travel demand model is complicated due to the many factors (data and assumptions) associated with how the model determines mode choice. The effort was also hobbled by the in-progress model update, which made only 2006-based forecast of 2014 model results available (the 2006 model was also used in the prior Alternative Measures analysis). 2010-based results will be available in 2015, calibrated to the best compilation of the various 2010/2011 “observed” datasets (2010 Census and surveys) examined in the effort.

#### **1.7 – Recommendations – Mode Share 2010 Benchmark Analysis**

The RVMPO TAC made several recommendations pertaining to estimating mode share. One recommendation supported by ODOT TPAU includes looking at “observed” trends directly rather than modeled or synthesized values, updated infrequently. Regional data such as bicycle and pedestrian counts, and transit ridership numbers could be collected and analyzed. Many of these sources are readily available and updated more frequently than models. Benchmarks and targets would ideally be modified to use this data directly without relying on the model, e.g., transit trips per capita or comparable quarterly bike/pedestrian counts, or limiting mode share to commute trips where annual Census Journey-to Work data could be used.

The TAC requested that another mode share analysis be done using the RVMPO v4.1 travel demand model when it is available (April 2015) as a way to see if the new data in the model would make a difference in the results. The TAC also recommended that the MPO explore alternative transit scenarios with the new model to see the impact pricing policies, land use, and transit service would have on mode share. This could provide a better understanding of what combinations of transportation and land use actions might be most effective at increasing non-auto travel modes in the MPO.

**Measure 2 – Percent Dwelling Units within ¼ Mile Walk to 30 Minute Transit Service**
**2.1 - Measure Description**

This measure is intended to demonstrate improvements in transit accessibility. Unlike Measure 1 which considers mode share and tracks overall transit system usage regardless of service levels; this measure considers distance to a transit route, the routes service levels, and improving density around transit routes. For this measure to be successful, it requires development of dwellings within ¼ mile of transit routes and RVTD improving service levels system wide. A walking distance of ¼ mile from a dwelling is assumed to provide reasonable pedestrian access to a transit line. Only those transit lines that provide at least 30-minute or better headway will be counted towards meeting the benchmarks and target shown in Table 2.1. Progress on this measure is tracked through GIS.

**Table 2.1 - 20-Year Target for Transit Accessibility**

<i>Measure</i>	<i>How Measured</i>	<i>2000</i>	<i>Benchmark 2005</i>	<i>Benchmark 2010</i>	<i>Benchmark 2015</i>	<i>Target 2020</i>
Measure 2: % Dwelling Units (DU's) w/in ¼ mile walk of 30-minute transit service	Determined through GIS mapping.	12%	20%	30%	40%	50%

**2.2 - Data - Transit Accessibility 2010 Benchmark Analysis**

Staff collected tax lot data from the Jackson County's Assessor's Office that was used to identify dwelling-units within a ¼ mile along 30-minute transit lines. GIS transit route data was provided by RVTD. Other data files included the RVMPO Boundary GIS shape file.

**2.3 – Methodology – Transit Accessibility 2010 Benchmark Analysis**

Geographic Information System (GIS) mapping software was used for the Measure 2 analysis. The data was compiled by utilizing GIS and Jackson County Assessor tax codes for (existing) 2014 taxlots to determine the total housing in the RVMPO in 2014. Using GIS, the analysis looked at total dwelling units in the RVMPO area compared to those dwelling units that are within ¼ mile of the 30-minute transit service.

Below is the step-by-step process for analyzing the transit accessibility Alternative Measure.

1. Requested and/or uploaded new data for 30 minute bus routes (RVTD provided) and taxlots (Jackson County Smartmap/RVCOG internal GIS server). Revised existing coverage to select the 30 minute bus routes only.
2. Created a map (GIS Project) with the taxlots, RVMPO Boundary, bus routes, and taxlots. Map was sent to Dan in December.
3. Intersected taxlots and the RVMPO boundary using ArcGIS Intersect. 70,096 records.
4. Buffered 30 minute bus routes with a 0.25 mile buffer. Used buffer feature on ArcGIS.
5. Intersected taxlots and 30 minute buffer to create taxlots layer within 0.25 miles of bus routes. Used intersect feature on ArcGIS. 25,062 records.
6. Exported intersect data to access (default export of data is dbf).
7. Filtered improvements to select all improved values above \$19,999.00. 19,850 records



8. Filtered property class data to select all features related to dwellings. 16,403 records.
9. Repeated filter of \$19,999.00 for all taxlots in RVMPO. 70,096 records.
10. Filtered property class data to select all features related to dwellings. 45,638 records.
11.  $16,403/45,638 = 35.9\%$  of selected taxlots are within 0.25 miles of the bus route.

#### **2.4 – Findings - Measure 2 – Transit Accessibility 2010 Benchmark Analysis**

Based on the GIS analysis described above, thirty-six percent (36%) of dwelling units in the RVMPO are located within ¼ mile walking distance of 30-minute RVTB bus routes, which is 6 percentage points above the 2010 benchmark of 30%. Table 2.2 below shows the results of the 2005 & 2010 benchmark analyses, completed in 2007 and 2014.

**Table 2.2 – Measure 2: Transit Accessibility 2010 Benchmark Analysis**

Measure	How Measured	2000	Benchmark 2005	Measured 2007	Benchmark 2010	Measured 2014	Benchmark 2015	Target 2020
Measure 2: % Dwelling Units (DU's) w/in 1/4 Mile Walk to 30-Min. Transit Service	Determined through GIS mapping.	12%	20%	34%	30%	36%	40%	50%

#### **2.5 – Conclusions - Measure 2 – Transit Accessibility 2010 Benchmark Analysis**

The analysis completed in 2014, shows that the MPO exceeded the Measure 2 – Transit Accessibility 2010 benchmark of 30% by 6 percentage points. In 2007, the analysis showed that 34% of dwelling units were within ¼ mile of 30-minute transit, which surpassed the 2005 benchmark by 14 percentage points. Dwelling units within ¼ mile of 30-minute transit have increased by 2 percentage points since 2007. In order to meet the 2015 benchmark of 40% there will have to be a 4% increase in dwelling units, and/or RVTB adding more 30-minute transit routes in the MPO area.

#### **2.6 – Observations – Transit Accessibility 2010 Benchmark Analysis**

The TAC concurred with the methodology and the results of the analysis.

#### **2.7 – Recommendations – Transit Accessibility 2010 Benchmark Analysis**

Continue using the methodology described above in Section 2.3 to measure transit accessibility.

### Measure 3 - Percentage of Collectors/Arterials with Bicycle Facilities

#### 3.1 - Measure Description

The RVMPO programs projects along collector and arterial streets within the MPO boundaries. Consistent with the TPR, the RVMPO's policy is for these facilities to include bicycle lanes or, in rural areas, shoulders with a width greater than four feet. This measure is intended to track the progress of including these facilities on the MPO's street network and as a way to demonstrate improved accessibility for bicyclists.

5-year benchmarks and 20-year target are shown below in Table 3.1.

**Table 3.1 - 20-Year Target for Bicycle Facilities**

<i>Measure</i>	<i>How Measured</i>	<i>2000</i>	<i>Benchmark 2005</i>	<i>Benchmark 2010</i>	<i>Benchmark 2015</i>	<i>Target 2020</i>
<i>Measure 3:</i> % Collectors and arterials w/ bicycle facilities	Determined through GIS mapping.	21%	28%	37%	48%	60%

#### 3.2 – Data - Bicycle Facilities 2010 Benchmark Analysis

Base maps were distributed to Eagle Point, White City, Jackson County, Jacksonville, Central Point, Medford, Phoenix, Talent and Ashland. The jurisdictions identified bicycle facilities on the base maps within their UGBs (UCB for White City) using the following criteria:

- Shoulders 4-ft in width, or greater
- Striped bike lanes 4-ft in width, or greater

A GIS shapefile was created with the base map data returned from the jurisdictions, data from consultants working on local TSP updates, data from various city GIS staff, and the most current Jackson County bike lane GIS file.

#### 3.3 - Methodology - Bicycle Facilities 2010 Benchmark Analysis

1. Measured total linear feet of arterials and collectors within the RVMPO boundary (both directions)
2. Measured total linear feet of bicycle facilities identified by the jurisdictions
3. Calculated percentage of bicycle facilities on arterials and collectors within the MPO boundary

#### 3.4 – Findings - Bicycle Facilities 2010 Benchmark Analysis

There is a total of 4,640,107 linear feet of arterials and collectors within the RVMPO planning area (both directions). The jurisdictions in the RVMPO reported a total of 2,507,130 linear feet of bicycle facilities on arterials and collectors. The percentage of bike facilities is 54% within the RVMPO, which is 17 percentage points greater than the 2010 benchmark of 37%.

Table 3.2 below depicts the results of the 2005 & 2010 benchmark analyses completed in 2007 and 2014.

**Table 3.2 – Measure 3: Percentage of Arterials/Collectors with Bicycle Facilities  
2010 Benchmark Analysis**

Measure	How Measured	2000	Benchmark 2005	Measured 2007	Benchmark 2010	Measured 2014	Benchmark 2015	Target 2020
Measure 3: % Collectors and arterials w/bicycle facilities	Determined through GIS mapping.	21%	28%	37%	37%	54%	48%	60%

**3.5 – Conclusions - Bicycle Facilities 2010 Benchmark Analysis**

The results of the 2010 bike facility analysis shows that 54% of the region's arterial and collector roadways have provisions for bicyclists. This not only exceeds the 2010 benchmark of 37%, but also the 48% 2015 benchmark. At this time, the RVMPO is within 6% of the 2020 target of 60%. Additionally, the 262,045 linear feet of multi-use paths (Bear Creek Greenway, Ashland Multi-Use Path, and Larson Creek Multi-Use Path) were not counted as part of the 2010 benchmark analysis. However, it is important to note that these multi-use paths add more options for bicyclists and pedestrians, which is an overall benefit to the region.

**3.6 - Observations – Bicycle Facilities 2010 Benchmark Analysis**

The TAC concurred with the results of the analysis. The analysis did not include multi-use paths. Including the paths would result in 59% of arterials/collectors with bicycle facilities. The City of Medford considers the Larson Creek Multi-Use Path (21,090 linear feet, both directions) as bicycle facilities for sections of Barnett Road that are not able to accommodate bike facilities due to inadequate right-of-way width.

**3.7 – Recommendations – Bicycle Facilities 2010 Benchmark Analysis**

Continue to use the methodology described in Section 3.3 above.

## Measure 4 - Percentage of Collectors and Arterials in TOD Areas with Sidewalks

### 4.1 - Measure Description

The RVMPO has areas that are currently planned for mixed-use, pedestrian friendly development or are in downtown areas. These areas are considered “Activity Centers.” To be consistent with Measures 5 and 6, “Activity Centers” were used in this measure instead of the more restrictive “TOD Areas”. This measure is intended to demonstrate improvements in pedestrian accessibility in these portions of the MPO area - where pedestrian access is most critical. Proposed 5-year benchmarks and 20-year targets are shown below in Table 4.1.

**Table 4.1 – 20-Year Target for Pedestrian Facilities**

Measure	How Measured	2000	Benchmark 2005	Benchmark 2010	Benchmark 2015	Target 2020
Measure 4: % Collectors and arterials in TOD areas w/ sidewalks	Determined through GIS mapping.	47%	50%	56%	64%	75%

### 4.2 – Data - Sidewalks 2010 Benchmark Analysis

Data was derived from an existing RVCOG GIS sidewalk shapefile created in 2007 using GPS equipment, data from local TSPs, and GIS data from Ashland. Staff used Google Map for additional sidewalk identification.

### 4.3 – Methodology – Sidewalks 2010 Benchmark Analysis

1. Identified arterials and collectors in Activity Centers
2. Edited/updated RVCOG GPS 2007 shapefile to include additional sidewalks (subtracted Ashland out of GPS file and added in GIS file provided by city)
3. Calculated total linear feet of sidewalks
4. Calculated total linear feet of arterials and collectors in activity centers (both directions)
5. Percent of sidewalks calculated using linear feet totals of sidewalks and arterials/collectors (both directions)

### 4.4 – Findings - Sidewalks 2010 Benchmark Analysis

There is a total of 1,512,648 lane feet of arterials and collectors (both directions) and 461,445 linear feet of sidewalks in Activity Centers located in the RVMPO. The 2014 analysis shows that 30% of arterials and collectors within RVMPO Activity Centers have sidewalks, which falls below the 2010 benchmark of 56% by 26 percentage points. Table 4.2 below shows the results of the 2005 & 2010 benchmark analyses completed in 2007 and 2014.

**Table 4.2: Measure 4 - Percentage of Arterials/Collectors with Sidewalks 2010 Benchmark Analysis**

Measure	How Measured	2000	Benchmark 2005	Measured 2007	Benchmark 2010	Measured 2014	Benchmark 2015	Target 2020
Measure 4: % Collectors and Arterials in TOD Areas w/Sidewalks	Determined through GIS mapping.	47%	50%	55%	56%	30%	64%	75%

#### **4.5 – Conclusions - Sidewalks 2010 Benchmark Analysis**

The sidewalk inventory accounted for the presence of a sidewalk on one or both sides of an arterial or collector street within the defined RVMPO Activity Centers. The total sidewalk inventory was compared to the total linear feet of Activity Center arterial/collector roadways in both travel directions. The result is 30% of the total linear feet of arterials/collectors in Activity Centers have sidewalks.

#### **4.6 – Observations – Sidewalks 2010 Benchmark Analysis**

The original intent of Measure 4 was to count sidewalks in proposed TOD areas within the MPO. Subsequently, the definition of TOD areas changed to “Activity Centers” described as bicycle/pedestrian-friendly development around schools, downtowns and retail development areas. The conclusion is that the original benchmarks and target (including the 2007 benchmark analysis) were calculated using proposed TOD areas (smaller geographic areas). The 2010 benchmark analysis used Activity Centers, which is a much larger geographic area compared to the original TOD areas. This likely explains the lower (30%) 2014 benchmark analysis result. The original benchmarks and target need to be adjusted to reflect the larger geographic Activity Center areas in order to have a fair comparison of improvements.

#### **4.7 – Conclusions – Sidewalks 2010 Benchmark Analysis**

The TAC recommends changing the name of Measure 4 to, “Measure 4 - Percentage of Collectors and Arterials in *Activity Centers* with Sidewalks.” The TAC also recommends revising the benchmarks and target to reflect the larger geographic Activity Center areas.

## Measure 5 - Percentage of New Dwelling Units in Mixed-Use/Pedestrian-Friendly Areas

### 5.1 - Measure Description

The objective of Measure 5 is to demonstrate progress towards creating mixed use, pedestrian-friendly developments in the MPO. Progress towards meeting the benchmarks and target for this measure is determined by monitoring development after the appropriate land use and development regulations have been adopted. Mixed use, pedestrian-friendly development occurring within downtown areas in Ashland, Talent, Phoenix, Jacksonville, Medford, Central Point, White City and Eagle Point, as well as within Activity Centers (TOD sites), will count towards meeting the benchmark and target figures shown below in Table 5.1. The benchmarks and target shown in the table represent the projected mixed-use development for 2000 to 2020.

**Table 5.1 – 20-Year Target for New Dwelling-Units in Mixed-Use Pedestrian Friendly Areas**

<i>Measure</i>	<i>How Measured</i>	<i>2000</i>	<i>Benchmark 2005</i>	<i>Benchmark 2010</i>	<i>Benchmark 2015</i>	<i>Target 2020</i>
<i>Measure 5: % Mixed-use DUs in new development</i>	Determined by tracking building permits - the ratio between new DUs in TODs and total new DUs in the region.	0%	9%	26%	41%	49%

### 5.2 – Data - Dwelling Unit 2010 Benchmark Analysis

Staff collected tax lot data from the Jackson County's Assessor's Office to identify new dwelling-units (that fit the criteria) within the Activity Centers that were identified by each jurisdiction.

### 5.3 – Methodology – Dwelling Unit 2010 Benchmark Analysis

For the 2010 analysis, staff followed the methodology outlined in a TAC memo written in August 2008, using activity center maps provided by participating jurisdictions. Qualifying structures in the activity centers include apartments, single-family dwellings on parcels no larger than .10 acre, duplexes on parcels no larger than .20 acre, triplexes on parcels no larger than .30 acre, and four-plexes on parcels no larger than .40 acre.

### 5.4 – Findings - Dwelling Unit 2010 Benchmark Analysis

Staff found a total of 12,530 units constructed since 2000 throughout the MPO, of which 2,785 units met the benchmark requirements. This represents 22.2 percent of the total. The number of units built in activity centers since 2000 is significantly higher, but the methodology requires that only those developments meeting the target density of ten units per acre may be counted. Table 5.2 below shows the results of the 2005 & 2010 benchmark analyses completed in 2007 and 2014.

**Table 5.2: Measure 5 - New Dwelling Units in Mix-Used Pedestrian-Friendly Areas 2010 Benchmark Analysis**

Measure	How Measured	2000	Benchmark 2005	Measured 2007	Benchmark 2010	Measured 2014	Benchmark 2015	Target 2020
Measure 5: % Mixed-Use DUs in new development	Determined by tracking building permits - the ratio between new DUs in TODs and total new DUs in the region.	0%	9%	10%	26%	22%	41%	49%

**5.5 – Conclusions – Dwelling Unit 2010 Benchmark Analysis**

The 2010 benchmark for new dwelling units in mixed-use, pedestrian-friendly areas is 26%. The 2014 analysis shows that 22% of the dwelling units – meeting the density requirements - constructed since 2000 are located within mixed-use, pedestrian-friendly areas (RVMPO Activity Centers), which is 4 percentage points lower than the benchmark.

**5.6 – Observations – Dwelling Unit 2010 Benchmark Analysis**

This measure asks for a comparison of the number of new dwellings in Activity Centers (TOD's) versus region-wide dwelling units built. The evaluation procedures developed for the 2007 benchmark analysis – and used for the 2014 analysis - define qualifying dwellings as those that were on parcels the equivalent of .10 acre or smaller. Significant numbers of new dwellings in the Activity Centers did not qualify because they were built on larger parcels.

**5.7 – Recommendations – Dwelling Unit 2010 Benchmark Analysis**

The TAC recommends changing the measure description to, “Measure 5 – Percentage of New Dwelling Units in *Activity Centers*.” Another recommendation is to revise the “How Measured” description to read, “Determined by reviewing assessor’s data to determine the ratio between new DUs in Activity Centers and total new DUs in the region.” The evaluation criteria for this measure needs to be revised to avoid confusion on what dwelling units should count towards the benchmarks and target. In addition, a new way of measuring density may need to be developed in order to ensure that proper credit is given to new development within Activity Centers. Another suggested option is to establish the existing density for residential development in all identified activity centers and then document the increase in density from one benchmark to the next.

Because some of the newly identified activity centers do not have commercial uses at their hub, consideration should be given to amending or eliminating the requirement that the dwellings be within ¼ mile of a commercial center having a minimum of 20,000 square feet.



## Measure 6 - Percentage of New Employment in Mixed-Use/Pedestrian-Friendly Areas

### 6.1 - Measure Description

The objective of Measure 6 is to demonstrate progress towards creating mixed use, pedestrian-friendly developments in the MPO. Progress towards meeting the benchmarks and target for this measure is determined by monitoring development after the appropriate land use and development regulations have been adopted. Mixed use, pedestrian-friendly development occurring within downtown areas in Ashland, Talent, Phoenix, Jacksonville, Medford, Central Point and Eagle Point, as well as within Activity Centers (TOD sites), will count towards meeting the benchmark and target figures shown below in Table 6.1. The benchmarks and target shown in the table represent the projected mixed-use employment for 2000 to 2020.

**Table 6.1 – 20-Year Target New Employment for Mixed-Use Pedestrian Friendly Areas**

<i>Measure</i>	<i>How Measured</i>	<i>2000</i>	<i>Benchmark 2005</i>	<i>Benchmark 2010</i>	<i>Benchmark 2015</i>	<i>Target 2020</i>
<i>Measure 6:</i> % Mixed-use employment in new development	Estimated from annual employment files from State - represents the ratio of new employment in TODs over total regional employment.	0%	9%	23%	36%	44%

### 6.2 – Data - Mixed-Use Employment 2010 Benchmark Analysis

Staff collected tax lot data from the Jackson County's Assessor's Office that will be used to identify new mixed-use employment (that fit the criteria) within the Activity Centers that were developed by each jurisdiction.

### 6.3 – Methodology – Mixed-Use Employment 2010 Benchmark Analysis

The measurement methodology was refined in August 2008, resulting in much lower levels of qualifying employment. In order to satisfy the benchmark, businesses must meet the following standards:

- Provide no parking between the building and street
- Provide a main entrance from the street
- Include a vertical mix of housing
- Be within ¼ mile of higher density residential development
- Contain a complete pedestrian connection between the project and the higher density residential development.

### 6.4 – Findings - Mixed-Use Employment 2010 Benchmark Analysis

Using formulas that calculate the number of employees based on the size of the structure, staff estimated that 209 employees work in the qualifying businesses, which is only 12 percent of the estimated total of 1,740 employed in businesses constructed since 2000. Table 6.2 below shows the results of the 2005 & 2010 benchmark analyses completed in 2007 and 2014.



**Table 6.2: Measure 6 - New Employment in Mix-Used Pedestrian-Friendly Areas 2010 Benchmark Analysis**

Measure	How Measured	2000	Benchmark 2005	Measured 2007	Benchmark 2010	Measured 2014	Benchmark 2015	Target 2020
Measure 6: % Mixed-use employment in new development	Estimated from annual employment files from State - represents the ratio of new development in TODs over total regional employment	0%	9%	17%	23%	12%	36%	44%

**6.6 – Conclusions - Mixed-Use Employment 2010 Benchmark Analysis**

The 2010 benchmark for new employment in Activity Centers is 23%. The analysis shows that only 12% of new employment is within Activity Centers, which is 11 percentage points lower than the benchmark and 5 percentage points below the 2007 results of 17%.

**6.7 – Observations – Mixed-Use Employment 2010 Benchmark Analysis**

This measure asks for the percentage of new employment in Activity Centers over new employment region-wide. The evaluation procedures developed for the 2007 benchmark analysis – and used for the 2014 analysis – outline specific criteria for qualifying which commercial and industrial development count towards meeting benchmarks. Several commercial/industrial developments did not meet the eligibility requirements of entrance fronting sidewalk and parking in rear of building, even though the development was located in an Activity Center, and the structures were placed at the front property line.

**6.8 – Recommendations – Mixed-Use Employment 2010 Benchmark Analysis**

The TAC recommends changing the measure description to, “Measure 6 – Percentage of New Employment in *Activity Centers*.” Another recommendation is to revise the “How Measured” description to read, “Determined by reviewing assessor’s data to determine the number of jobs per square footage of new commercial/industrial development in Activity Center to number of jobs per square footage of new commercial/industrial development in the region.” The evaluation criteria for this measure needs to be revised to remove obstacles to counting new employment, particularly regarding building entrances and parking between the building and the street.

## Measure 7 - Alternative Transportation Funding

### 7.1 – Measure Description

This measure has been developed to demonstrate the RVMPO's commitment to implementing the alternative transportation projects upon which many of the proposed measures rely. Funds made available to the RVMPO through the Surface Transportation Program (STP) are the only funds over which the RVMPO has complete discretion. RVMPO jurisdictions have agreed to direct 50% of this revenue stream, historically used for vehicular capacity expansion projects, towards alternative transportation projects. STP funds would be used to expand transit service, or, if RVTD is successful with a local funding package, to fund bicycle/pedestrian and TOD-development supportive projects. Table 7.1 shows 5-year benchmarks and the 20-year target for this measure.

**Table 7.1.1 – 20-Year Target for Alternative Transportation Funding**

<i>Measure</i>	<i>How Measured</i>	<i>2000</i>	<i>Benchmark 2005</i>	<i>Benchmark 2010</i>	<i>Benchmark 2015</i>	<i>Target 2020</i>
<i>Measure 7: Alternative Transportation Funding</i>	Funding committed to transit or bicycle/pedestrian/TOD projects. Amounts shown represent ½ of the MPO's estimated accumulation of discretionary funding (STP*).	N/A	\$950,000	\$2.5 Million	\$4.3 Million	\$6.4 Million

\*STP revenue estimates developed by Oregon Department of Transportation.

As part of Measure 7, priorities for STP-funded transit projects were developed in consultation with MPO jurisdictions. The list was intended as a starting point for determining how STP funds will be spent by RVTD. Table 7.1.2 below lists the transit projects by jurisdiction. Projects are not listed in any particular order.

**Table 7.1.2 - STP Funding Priorities for Rogue Valley Transportation District (RVTD)**

<b>Measure 7 - STP-Funded Transit Projects</b>	
<i>Central Point</i>	RVTD will increase service on Route 40 (Central Point) to 30 minute headways and provide service to the TOD site when feasible.
<i>Medford</i>	RVTD will serve the Southeast Plan Area (Medford TOD) when feasible.
<i>Phoenix</i>	RVTD will improve transit stops within Phoenix.
	RVTD will explore ways to improve Hwy 99 (Main Street) pedestrian crossing to a northbound transit stop, and in the interim, will provide shuttle service for this purpose.
<i>Jackson County</i>	RVTD will increase transit service to White City (unincorporated Jackson County).

### 7.2 – Data - Alternative Transportation Funding 2010 Benchmark Analysis

Alternative transportation funding data is derived from RVMPO TIPs, and STP Status Excel spreadsheets (maintained by RVCOG). The current status of the STP-Funded transit projects was provided by RVTD.

### 7.3 – **Methodology – Alternative Transportation Funding 2010 Benchmark Analysis**

Two Excel spreadsheets were developed that lists the amounts of STP funds provided to RVTd for Federal Fiscal Years 2002 – 2010 for the 2010 benchmark analysis, and another spreadsheet that totals the amount of STP funds to RVTd for 2002 to 2015.

### 7.4 – **Findings - Alternative Transportation Funding 2010 Benchmark Analysis**

Table 7.2.1 below shows a total of \$1,184,079 for 2002 – 2004 (\$234,079 more than the 2005 benchmark of \$950,000); \$3,128,147 for 2005 – 2009 (\$628,147 more than the 2010 benchmark of \$2.5M); and \$3,889,112 for 2010 – 2014 (\$410,888 less than the 2015 benchmark of \$4.3M). The net difference between the 3 benchmarks is \$451,338 additional funds.

**Table 7.2.1 – 50% RVMPO STP Funds to RVTd 2002 – 2010**

50% RVMPO STP Funds to RVTd 2002 - 2014			
Federal Fiscal	Federal		Sub-Total
	\$	Source	
2002	\$252,622	MPO STP	\$1,184,079
2003	\$368,077	MPO STP	
2004	\$563,380	MPO STP	
2005	\$607,439	MPO STP	\$3,128,147
2006	\$644,533	MPO STP	
2007	\$605,354	MPO STP	
2008	\$625,354	MPO STP	
2009	\$645,467	MPO STP	
2010	\$660,049	MPO STP	\$3,889,112
2011	\$688,237	MPO STP	
2012	\$814,368	MPO STP	
2013	\$838,505	MPO STP	
2014	\$887,953	MPO STP	
<b>Total</b>	<b>\$8,201,338</b>		<b>\$8,201,338</b>

**Table 7.2.3 – Measure 7: Alternative Transportation Funding Analysis**

Measure	How Measured	2000	Benchmark 2005	Measured 2007	Benchmark 2010	Measured 2014	Benchmark 2015	Target 2020
Measure 7: Alternative Transportation Funding	Funding Committed to transit or bicycle/pedestrian/TOD projects. Amounts shown represent 1/2 of the MPO's estimated accumulation of discretionary funding (STP).	NA	\$950,000	\$1.4 Million	\$2.5 Million	\$3.1 Million	\$4.3 Million	\$6.4 Million

Table 7.2.3 above shows the results of the benchmark analyses for 2005 & 2010 that were completed in 2007 and 2014. Almost \$1.2 million in STP funds has been committed to RVTd for transit projects from 2002 to 2004; \$3.1 million from 2005 to 2009; and \$3.9 million from 2010 to 2014.

Table 7.2.4 below outlines the status of the Alternative Measures STP-funded transit projects.

**Table 7.2.4 – Measure 7: Transit Project Status**

<b>Measure 7 - STP-Funded Transit Projects</b>		<b>2010 Status</b>
<i>Central Point</i>	RVTD will increase service on Route 40 (Central Point) to 30 minute headways and provide service to the TOD site when feasible.	<ul style="list-style-type: none"> <li>Route 40 has 30 minute headways (~\$315,000 investment annually)</li> <li>Service to the TOD site is not feasible at this time</li> </ul>
<i>Medford</i>	RVTD will serve the Southeast Plan Area (Medford TOD) when feasible.	<ul style="list-style-type: none"> <li>Service to the SE Plan Area is not feasible at this time</li> </ul>
<i>Phoenix</i>	RVTD will improve transit stops within Phoenix.	<ul style="list-style-type: none"> <li>RVTD is working with Phoenix Urban Renewal on transit improvements</li> </ul>
	RVTD will explore ways to improve Hwy 99 (Main Street) pedestrian crossing to a northbound transit stop, and in the interim, will provide shuttle service for this purpose.	
<i>Jackson County</i>	RVTD will increase transit service to White City (unincorporated Jackson County).	<ul style="list-style-type: none"> <li>Route 60 has 30 minute headways (~\$578,000 investment annually)</li> </ul>

Table 7.2.5 below shows the expenditures made by RVTD with STP funds from Federal Fiscal Year (FFY) 2002 to FFY 2012)

**Table 7.2.5 – Measure 7: Transit STP Expenditures**

<b>Measure 7 – RVTD STP-Funded Transit Expenditures</b>		
<b>Federal Fiscal Year</b>	<b>Project/Activity</b>	<b>Total Expenditure</b>
FFY 2002-2005	<ul style="list-style-type: none"> <li>Purchased seven (7) vehicles</li> </ul>	\$1,791,518
FFY 2006	<ul style="list-style-type: none"> <li>Preventive Maintenance</li> <li>Installed bus wash equipment</li> <li>Bus stop shelters and facilities</li> </ul>	\$1,251,972
FFY 2007	<ul style="list-style-type: none"> <li>Preventive maintenance</li> <li>CNG facility (built in 2011)</li> </ul>	\$605,354
FFY 2008-2009	<ul style="list-style-type: none"> <li>Preventive maintenance</li> <li>Purchase two (2) vehicles</li> </ul>	\$1,270,821
FFY 2010-2011	<ul style="list-style-type: none"> <li>Preventive maintenance</li> <li>Purchased surveillance equipment</li> <li>Bus route signage and shelter rehabilitation</li> </ul>	\$1,348,286
FFY 2012	<ul style="list-style-type: none"> <li>Preventive maintenance</li> <li>Front Street Station renovation</li> <li>Bus route shelters and rehabilitation</li> <li>Shop equipment</li> </ul>	\$814,748

### **7.5 – Measure 7 – Alternative Transportation Funding Analysis Conclusions**

The MPO exceeded the 2010 benchmark for providing 50% of STP funds to RVTB, and the transit projects listed in Table 7.2.4 are moving forward. It is important to note that STP funds cannot be used for transit operations. Therefore, RVTB uses the funds to offset maintenance and capital costs, which frees up other RVTB funding sources for transit service.

DRAFT

## 2015 Benchmark Analysis Results

**Table 8 – Alternative Measures 2007 & 2014 Benchmark Analysis Results**

Measure	How Measured	2000	Benchmark 2005	Measured 2007	Benchmark 2010	Measured 2014	Benchmark 2015	Target 2020
Measure 1: Transit and Bicycle/Pedestrian Mode Share	The percent of total daily trips taken by transit and combination of bicycle and walking (non-motorized) modes. Determined from best available data (e.g., model output and/or transportation survey data).	% Daily Trips	% Daily Trips	% Daily Trips	% Daily Trips	% Daily Trips	% Daily Trips	% Daily Trips
		Transit: 1.0 Bike/Ped: 8.2	Transit: 1.0 Bike/Ped: 8.2	<b>Transit: 0.9 Bike/Ped: 7.3</b>	Transit: 1.6 Bike/Ped: 8.4	<b>Transit: 1.52 Bike/Ped: 8.45</b>	Transit: 2.2 Bike/Ped: 9.8	Transit: 3.0 Bike/Ped: 11
Measure 2: % Dwelling Units (DU's) w/in 1/4 Mile Walk to 30-Min. Transit Service	Determined through GIS mapping.	12%	20%	<b>34%</b>	30%	<b>36%</b>	40%	50%
Measure 3: % Collectors and arterials w/bicycle facilities	Determined through GIS mapping.	21%	28%	<b>37%</b>	37%	<b>54%</b>	48%	60%
Measure 4: % Collectors and Arterials in TOD Areas w/Sidewalks	Determined through GIS mapping.	47%	50%	<b>55%</b>	56%	<b>30%</b>	64%	75%
Measure 5: % Mixed-Use DUs in new development	Determined by tracking building permits - the ratio between new DUs in TODs and total new DUs in the region.	0%	9%	<b>10%</b>	26%	<b>22%</b>	41%	49%
Measure 6: % Mixed-use employment in new development	Estimated from annual employment files from State - represents the ratio of new development in TODs over total regional employment	0%	9%	<b>17%</b>	23%	<b>12%</b>	36%	44%
Measure 7: Alternative Transportation Funding	Funding Committed to transit or bicycle/pedestrian/TOD projects. Amounts shown represent 1/2 of the MPO's estimated accumulation of discretionary funding (STP).	NA	\$950,000	<b>\$1.4 Million</b>	\$2.5 Million	<b>\$3.1 Million</b>	\$4.3 Million	\$6.4 Million