

Salem City Council Public Transit Committee Recommendations

November 19, 2018

Introduction

Public transportation in the Salem-Keizer urban area is provided by Cherriots, a special district formed in 1979. While the City of Salem is not a direct provider of public transportation services, the City is a strong supporter of transit service both within the City and throughout the region. The City's adopted goal for public transit is, "***A public mass transit system that provides convenient and accessible transit services to the citizens of the Salem Urban Area.***" (*Salem Transportation System Plan, Transit System Element*).

Salem City Council Public Transit Committee

The City Council formed the Salem City Council Public Transit Committee on May 22, 2017, with adoption of Resolution No. 2017-29. On August 14, 2017, the City Council increased the size of the committee from nine to a maximum of 17 with adoption of Resolution No. 2017-43.

As stated in Resolution No. 2017-29, the purpose of the Committee is "to investigate potential ways for the City to support the public transportation system, and advise the City on policies and actions to be adopted and implemented by the City to improve public transportation in our community."

The Committee started meeting in October 2017. The initial meetings focused both on understanding the City's role in public transportation, and learning about services provided by Cherriots. In addition, the Committee received updates on the opportunities presented by Legislature-approved funding that will enable the expansion of transit service starting in 2019. The Committee spent the first half of 2018 identifying possible City actions to support public transportation. This report presents the Committee recommendations for Council consideration.

Committee Recommendations (numbered for convenience and not in priority order):

1. Prioritize transit-supportive considerations as part of updating the *Salem Comprehensive Plan*, with an emphasis on the transit core network.
2. Review and update the Employee Smart Commuter Program to encourage City employees to use transit and other non-auto modes of transportation.
3. Work with Cherriots to update the 2009 Memorandum of Understanding (MOU) between the City and Cherriots and develop a common understanding of how the City and Cherriots can continue to improve working relationships.
4. Review the 2003 Intergovernmental Agreement (IGA) with Cherriots and direct City staff to report back to Council regarding appropriate actions needed to improve this IGA.
5. Coordinate with Cherriots to identify and implement projects to improve transit time reliability.
6. Evaluate jointly with Cherriots the feasibility of a downtown circulator bus.
7. Council to establish timelines for items 2, 3, 4, and 6.

Additional discussion of each of these recommendations is provided below.

Transit-Supportive Land Use and Transportation System

Recommendation 1

Prioritize transit-supportive elements as part of updating the *Salem Comprehensive Plan*, with an emphasis on the transit core network.

Discussion

Many of the issues raised by the Transit Committee concern development patterns as they relate to supporting a successful transit system. For example, denser development along transit corridors is more supportive of a transit system than low-density development patterns. Additionally, people are less likely to use transit if there are no provisions for convenient pedestrian access from transit stops to destinations such as retail businesses, services, or employment centers.

Many of the transit-supportive elements recommended by the Transit Committee are pertinent to the ongoing community conversations about how Salem should grow into the future. This conversation is being initiated through the *Our Salem* project, a multi-year effort to update the *Salem Comprehensive Plan*. *Our Salem* is likely to result in changes to land use patterns, City policies, and ultimately implementing regulations.

The Transit Committee strongly recommends that the update to the *Salem Comprehensive Plan* be guided by a vision that encourages transit-oriented development. With this in mind, the Committee recommendation is to address the following transit-supportive elements as part of updating the *Salem Comprehensive Plan*, with an emphasis on the transit core network (see attached map):

- Identify maximum spacing for providing protected pedestrian crossings on higher volume and/or higher speed streets.
- Require developments to construct transit stop improvements when recommended by Cherriots.
- Locate low-income housing at places with good access to transit service.
- Establish a Transit Oriented Development Strategy (focus on ¼-mile buffer-to-core network) including mixed use and high density residential development.
- Prioritize bicycle and pedestrian connections within ¼ mile of the core networks.
- Create incentives for redevelopment along the core network.
- Develop land use mechanisms to guide new multi-family and job centers to areas served by transit.
- Incorporate pedestrian-oriented design considerations during development review.
- Update the goals, objectives, and policies included in the *Salem Transportation System Plan's Transit Element* and consider implementable actions with goals and benchmarks.
- Conduct a city-wide review of parking minimums and maximums.

City of Salem Smart Commuter Program

Recommendation 2

Review and update the Employee Smart Commuter Program to encourage City employees to use transit and other non-auto modes of transportation.

Discussion

Adopted City policies support encouraging City employees to use alternative travel modes to get to and from work. The *Salem Transportation System Plan's Transportation Demand Management Element*, contains the following objective and policy statements:

Objective No. 5: The City of Salem shall encourage the use of alternative travel modes by serving as an institutional model for other agencies and businesses in the community.

Policy 5.1 Employee Incentive Programs

The City shall serve as a leading example for other businesses and agencies by maximizing the use of alternative transportation modes among City employees through incentive programs. The City shall provide information on alternative transportation modes and provide incentives for employees who use alternatives to the single-occupant vehicle.

Policy 5.2 Reduce Peak Hour Travel Demand

The City shall implement measures directed at City employees that will reduce peak hour travel demand on Salem's street system. These measures should include the widespread institution of flexible work schedules, increased carpooling, vanpooling, teleworking, and transit ridership.

The City's existing Smart Commuter Program incorporates a number of features, including the ability to purchase transit passes on a pre-tax basis, a link to the regional Emergency Ride Home Program, and two single-day parking passes per month for people who regularly use alternative travel modes. Prior to 2009, the City subsidized transit passes and provided reimbursement for limited expenses (up to \$100 per year) to support people who walked or biked to work. These elements of the Smart Commuter Program were cut from the FY 2009-2010 due to budget reductions.

The Transit Committee recommends a comprehensive review of the Smart Commuter Program to include consideration of the following elements.

- Provide for participation in Cherriots Employer Bus Pass Program by City employees.
- Create system to track use of transit and other non-single occupant auto travel modes.
- Provide an incentive program for employees designed to encourage employees to use alternative modes of travel.
- Provide preferential carpool parking.
- Provide secure bicycle parking, lockers, and showers for employees who choose to walk or bike to work.
- Review cost of employee parking to align with market rates as an incentive to use alternate modes of travel.
- Designate Employee Transportation Coordinator(s) to serve as point of contact with Cherriots.

Coordination between the City and Cherriots

Recommendation 3

Work with Cherriots to update the 2009 Memorandum of Understanding (MOU) between the City and Cherriots and develop a common understanding of how the City and Cherriots can continue to improve working relationships.

Discussion

City staff and elected officials work collaboratively with Cherriots on a number of fronts, including, but not limited to the following:

- Development of the *Salem Transportation System Plan's Transit and Transportation Demand Management Elements*.
- Participation in the Salem-Keizer Area Transportation Study (SKATS) Technical Advisory Committee and SKATS Policy Committee.
- Participate in area based planning projects, such as State Street Plan, Commercial-Vista Corridor Plan, West Salem Business District Plan, and Neighborhood Plans, among others.
- Provide notice regarding Land Use Applications.

In 2009, the City and Cherriots entered into an MOU outlining the expectations of each party concerning the coordination of their respective planning activities involving land use, transportation, and transit (See attached). The Transit Committee identified a number of areas relating to coordination between the City and Cherriots that may warrant amendments to the existing MOU. The areas of concern identified by the Transit Committee include the following:

- Coordination in project design
- Data-sharing related to:
 - Transportation Network Companies
 - Bus stop locations
 - Ridership
 - On-time performance
 - Observations by drivers, including bottle necks, vegetation management, etc.
- Transit representation on some or all of the Urban Renewal Advisory Boards
- Consideration of transit stop improvements when making funding decisions regarding sidewalk infill, sidewalk maintenance, and lighting
- Coordination in development review
- Coordination in transportation and land use planning to support transit oriented development
- Coordination in the areas of economic development, community development, and public participation, to include specifically reciprocal participation in relevant work groups.

Transit Amenities on City Right-of-way

Recommendation 4

Review 2003 Intergovernmental Agreement (IGA) with Cherriots and direct City staff to report back to Council regarding appropriate actions needed to improve this IGA.

Discussion

Cherriots operates within City-controlled public right-of-way. Most bus stops are located on public right-of-way. Cherriots must get approval from the City to place transit stop amenities, such as signs, benches, and shelters, within the right-of-way. In 2003, the City and Cherriots entered into an IGA so that Cherriots would have independent authority to place transit shelters within City right-of-way without the need for an individual permit (Attached). The language of the IGA is specific to installation of shelters; however, it has been interpreted to include installation of benches and related amenities. The IGA does not address issues such as parking removal to allow buses to get to the curb for boarding and alighting.

Improving Transit Travel Times

Recommendation 5

Coordinate with Cherriots to identify and implement policies and projects to improve transit time reliability.

Discussion

Transit systems have the potential to attract more riders when they can deliver reliable travel times. Travel times for transit, as for automobiles, are impacted by congestion, making it difficult to maintain reliable travel times during congested periods of the day. A number of strategies exist that can be implemented to help improve reliability of transit service, sometimes referred to as Bus Rapid Transit strategies. Following are examples of strategies for improving transit travel time reliability:

- Use of technological tools such as green time extension.
- Consideration of transit in designing and operating street system and traffic signals.
- Permitting buses the ability to use right-turn lane as queue jump.
- Constructing curb extensions for transit to minimize time spent at each stop.
- Relocating stops from near to far side of intersection.

Additional Bus Rapid Transit strategies can be found here: <https://www.itdp.org/library/standards-and-guides/the-bus-rapid-transit-standard/what-is-brt/>

To identify an appropriate strategy or set of strategies, Cherriots would first need to identify an area of concern. The City and Cherriots would next complete an analysis of the causes and potential strategies to address the issue. The resulting recommendation would then need to be adopted and funding secured.

Downtown Circulator

Recommendation 6

Evaluate jointly with Cherriots the feasibility of a downtown circulator bus.

Discussion

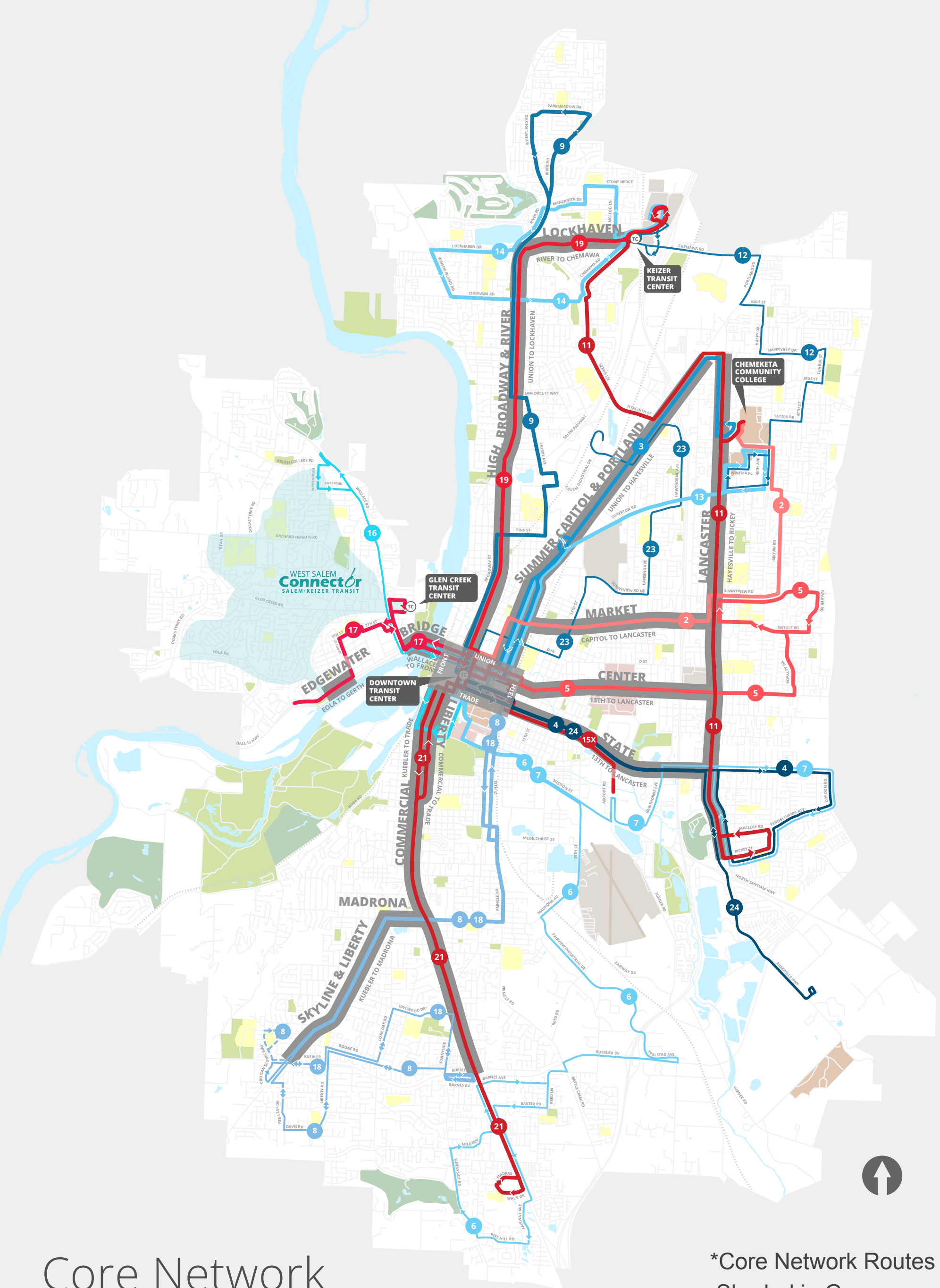
While many buses converge on the downtown transit center, the main Cherriots route system is not designed to facilitate circulation within the downtown core and Capitol Mall area. A downtown circulator bus would be designed to connect major employers with common destinations in the

downtown area, such as banks, restaurants, and shopping. A downtown circulator could encourage more employees to leave their car at home by providing them easy access to key destinations during their lunch break.

This concept has been discussed several times and experimented with during past First Wednesday events. A previous study (circa 2004/2005) analyzed the feasibility of a developing a steel-rail streetcar in Salem. Three alternative alignments were developed but the effort did not advance due to lack of funding. The recommendation from the Transit Committee is for the City to conduct a feasibility study with Cherriots for a rubber-tired downtown circulator bus. The feasibility study should examine issues related to funding, operations, coordination between the City and Cherriots, and best routes.

Attachments

- Transit District Core Network
- Memorandum of Understanding, 2009
- Intergovernmental Agreement, 2003



Core Network

*Core Network Routes
Shaded in Gray

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) is a non-binding agreement between the City of Salem, an Oregon municipal corporation, (City) and Salem Area Mass Transit District (Cherriots).

Whereas, the Salem Area Comprehensive Plan has established a goal of providing a balanced, multimodal transportation system for the Salem Urban Area that supports the safe and efficient movement of goods and people;

Whereas, efficient and convenient transit service is necessary and desirable to serve the residents of the Salem Urban Area; and

Whereas, the parties recognize the need to coordinate planning activities involving land use, transportation and transit to accomplish this goal; and

Whereas, the purpose of this MOU is to outline the expectations of the parties concerning the coordination of their respective planning activities involving land use, transportation and transit.

NOW, THEREFORE, the parties agree as follows:

- A. City agrees to provide notice to Cherriots of pending discretionary land use applications and pre-application conferences.
- B. The City agrees to encourage land use applicants to contact Cherriots early in the review process to receive comments and suggestions about potential transit service or transit design elements related to the development. The City will amend the land use application forms to include a check box for whether the applicant has contacted Cherriots about the application, when the contact was made and with whom.
- C. The City agrees to inform Cherriots of pending proposed amendments to the Salem Revised Code, Salem Area Comprehensive Plan, Salem Transportation System Plan, and changes to street classifications or alignments.
- D. The City and Cherriots agree to identify and share data that may be useful for planning purposes.
- E. Cherriots agrees to share data collected through the Regional Rideshare Program in support of the Standards and Benchmarks adopted in the City's Salem Area Comprehensive Plan.
- F. The City agrees to notify Cherriots in a timely manner of pending City construction projects on streets on or near designated transit routes.
- G. The City agrees to notify Cherriots of opportunities that may arise to participate in special long-range planning projects and Cherriots agrees to notify the City of opportunities that may arise to participate in special transit service planning projects.

- H. Cherriots agrees to notify the City of pending changes to transit routes, transit stops, schedules, and service levels.
- I. The City and Cherriots agree to schedule and hold monthly meetings to foster communication and coordination.
- J. The City and Cherriots agree to communicate and coordinate services during weather related or other emergency events.
- K. The City and Cherriots agree to pursue and coordinate planning and development activities to assist with improving traffic flow on High Priority Transportation Corridors.
- L. The City and Cherriots agree to communicate and coordinate the planning and development of future Transit Centers.
- M. When necessary, the elected officials of Cherriots and the City agree to hold joint work sessions to exchange information.
- N. The City agrees to coordinate with Cherriots during the scoping of City funded street improvement projects to incorporate transit elements and safe pedestrian access, as appropriate.

Salem Area Mass Transit District


Allan Pollock, General Manager/CEO

Date: 4/27/09

City of Salem, an Oregon municipal corporation

Linda Norris, City Manager

Date: _____

**INTERGOVERNMENTAL AGREEMENT FOR
BUS SHELTER / BENCH SITING and ADVERTISING**

THIS AGREEMENT is made between the Salem Area Mass Transit District (hereinafter referred to as "Cherriots"), and the City of Salem, Oregon (hereinafter referred to as "City"), as of the first day of May, 2003.

RECITALS

Cherriots desires independent authority to place transit shelters throughout the territorial boundaries of Cherriots without an individual permit from the City, but desires to coordinate the placement of these amenities with the City.

The City desires that Cherriot place its transit shelters so as to promote the health, welfare and public safety of its citizens as well as protect the public facilities of the City.

The majority of the transit shelters being placed by Cherriots are placed under similar circumstances and design.

The purpose of this agreement is to set forth the standard conditions, design and requirements which, when followed, will meet the objectives of both parties to this Agreement.

In consideration of the mutual promises herein and other valuable consideration both parties agree as follows:

SPECIFIC PROVISIONS:

- 1) Except as otherwise set forth in this Agreement, Cherriots may place transit shelters designed and installed in accordance with the provisions of this Agreement with prior notice to the City and without the necessity of obtaining other approval from the City. |
- 2) Cherriots will obtain a building permit for the installation of any transit shelter which is not designed and installed in accordance with the provisions of this Agreement. |
- 3) The shelter siting criteria are as follows:
 - A. Shelters shall not obstruct existing sidewalks within the public right-of-way.
 - B. Shelters placed near the curb with their back to the street must be placed not less than two (2) feet from the street |
 - C. Shelters must not be placed in front of building entrances or such that they obstruct driveways, however Cherriots may request and City may grant permission for reconstruction of the curb abutting a permanently blocked private driveway. |
 - D. Shelters must not be placed in front of building windows used either to display merchandise or for advertising. Shelters must not be placed closer than six (6) feet to a building.

E. Shelters must not be placed within the five (5) feet by eight (8) feet bus stop landing pad area (ADA requirement).

F. Cherriots' shelter placement shall conform with Salem Revised Code 76.170 and otherwise minimize visual blockage for the motorist or pedestrian.

G. Shelters must be placed without conflict with existing public and private utilities.

4) Cherriots shall design, install, operate and maintain any shelter subject to the Agreement in compliance with all rules and regulations of whatsoever nature now in effect, or which may be enacted during the term of this Agreement by City, or any county, state or federal authority or agency governing the placement and use of the shelters, including but not limited to the provisions of the Americans with Disabilities Act (ADA), Salem Revised Code provisions regarding signs and advertisements, and vision clearance. Cherriots shall not use, or allow a shelter to be used, for any unlawful or hazardous purpose.

5) Where public improvements are required to be undertaken by the City of Salem at the request of Cherriots, Cherriots will bear the total expense for temporary or permanent removal of bus shelters when necessary to accommodate the City.

6) Cherriots shall obtain a permit for all installation or alteration of public improvements such as curbs, gutters, or sidewalks in the public right-of-way.

7) Where Cherriots permanently removes a shelter, Cherriots will be responsible for returning the area to its original condition.

8) Cherriots shall keep and maintain in good and substantial state of repair all shelters. Cherriots is responsible to keep the shelters unblemished and free of any offensive matter, writing or thing, or unauthorized advertising.

9) Shelters shall be relocated at Cherriots' expense when they interfere with public safety or the City's use of public right-of-way as determined by the Public Works Director.

GENERAL PROVISIONS

1) Term

This Agreement shall be effective May 1, 2003, and shall remain in effect thereafter until terminated as provided herein.

2) Termination

The City or Cherriots may terminate this Agreement at any time 90 days after providing written notice of termination of this Agreement. Termination shall not relieve Cherriots of the obligation to maintain the shelters previously installed or to remove them if so directed by the City, and, with respect to claims arising during the term of this Agreement, the Indemnification provisions

shall survive expiration or termination of this Agreement.

3) Breach of Agreement

Neither the City nor Cherriots shall have breached this Agreement be reason of any failure to perform a material obligation under the Agreement if the failure arises out of causes beyond its control and without its fault or negligence. Such causes may include, without limitation, acts of God or the public enemy, acts of the federal or state governments, fires, floods, epidemics, volcanic eruptions, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. Should either the City or Cherriots fail to perform because of a cause described in this subsection, the City and Cherriots shall make a mutually acceptable revision in the rights and obligations of the parties under this Agreement.

4) Indemnification

A) Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, Article XI, Section 9, the City shall hold harmless, defend, and indemnify Cherriots, its directors, officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the City's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of the City.

B) Subject to the limitations of liability for public bodies set forth at the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, Article XI, Section 9, Cherriots shall hold harmless, defend and indemnify the City against all claims, demands, actions and suits (including all attorney fees and costs) arising from Cherriots' performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of Cherriots.

5) No Waiver

Cherriots' or the City's failure to object to any breach of this Agreement shall not constitute a waiver of that party's right to object to any additional breach or to require specific performance of this Agreement.

6) Documents are Public Record

All records, reports, data, documents, systems and concepts, whether in the form of writings, figures, graphs, or models which are prepared or developed in connection with this Agreement shall become public record. Cherriots shall permanently retain original plans of each shelter placed under this Agreement.

7) Law of Oregon

This Agreement shall be governed by the laws of the State of Oregon.

8) Adherence to Law

In performing this Agreement, the parties shall adhere to all applicable federal, state, local laws, regulations and policies, including, but not limited to those related to workers' compensation, those of the Contract Work Hours and Safety Standards Act, and those relating to equal employment opportunity, nondiscrimination and affirmative action, including, but not limited to those regulations implementing Executive Order No. 11246 of the President of the United States and Section 402 of the Vietnam Readjustment Assistance Act of 1973.

9) Subcontractors and Assignments

Unless expressly authorized in this Agreement, neither party shall subcontract, assign or delegate any of its rights or obligations hereunder without obtaining prior written approval from the other party. Any attempted subcontract, assignment or delegation of the Agreement without the written consent of the other party shall be void.

10) Integration and Modification

This contract includes the entire agreement of the parties and supersedes any prior discussions or agreements regarding the same subject. This contract may be modified only by a written agreement signed by authorized representatives of the parties.

11) Neither party nor the officers, employees or agents of either party are agents of the other. Each party shall be separately and exclusively responsible for the acts, errors and omissions of its own officers, employees and agents except to the extent provided in the Indemnification section of this Agreement.

12) Each party shall comply with all federal, state and local laws, regulations, rules and resolutions applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279.312, 279.314, 279.316 and 279.320, which by this reference are made a part hereof.

13) Each party acknowledges that it is an employer subject to Oregon Workers' Compensation Law (ORS Chapter 656), and that it is solely responsible for obtaining and maintaining insured or self-insured coverage for its own employees as required by that law.

CITY OF SALEM

by and through its designated Officials

 06/16/03

BY:

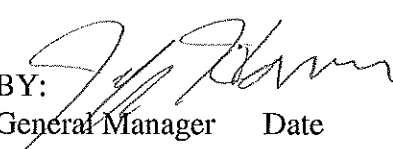
Asst, City Manager

Date

SALEM AREA MASS TRANSIT

DISTRICT

BY:

 5/12/03
General Manager

Date

APPROVED AS TO LEGAL
SUFFICIENCY

BY:


Cherriots Legal Counsel