

## **MEMORANDUM OF UNDERSTANDING**

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

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; and

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 Salem Strategic Plan (2017) identified Public Transportation and Environmental Action as goals for the City of Salem and these goals have continued to be reflected in the annual City Council Policy Agendas; and

Whereas, the Salem City Council on December 10, 2018, accepted recommendations from the City Council Public Transit Committee, including a recommendation to work with SAMTD to update the 2009 MOU between the City and SAMTD and develop a common understanding of how the City and SAMTD can continue to improve working relationships; and

Whereas, the City of Salem undertook a community greenhouse gas inventory in 2019, the results of which indicated that the majority of Salem's greenhouse gas emissions (53 percent) are attributable to mobile sources; and

Whereas, increasing the percentage of trips that use public transportation is one means to reduce greenhouse gas emissions; and

Whereas, actions by the City in the areas of land use and transportation planning are instrumental in supporting a successful transit system; and

Whereas, the City is in the midst of a comprehensive update to the Salem Area Comprehensive Plan, referred to as Our Salem; 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. The City agrees to provide written notice to SAMTD of pending discretionary land use applications and pre-application conferences. This notice will be provided via email to an address supplied by SAMTD.
- B. SAMTD agrees to respond in writing within the 14-day comment period to identify transit-supportive requests to be considered in making discretionary land use decisions.
- C. The City agrees to encourage land use applicants to contact SAMTD early in the review process to receive comments and suggestions about incorporating transit service and transit design

elements related to the development. The City will continue to include a check box and fillable lines on land use application forms to indicate whether the applicant has contacted SAMTD'S Planning Department about the application, when the contact was made, and with whom.

- D. The City agrees to inform SAMTD in writing of pending proposed amendments to relevant governing regulations, including applicable amendments to the Salem Revised Code, Salem Area Comprehensive Plan, Salem Transportation System Plan, and changes to street classifications or alignments.
- E. SAMTD agrees to inform the City in writing of proposed amendments to relevant governing regulations, including applicable amendments to Service Guidelines and Service Proposals.
- F. The City and SAMTD agree to identify and share data that may be useful for planning purposes, including data that can support performance measures developed as part of the Our Salem planning process.
- G. The City agrees to notify SAMTD in writing and in a timely manner of pending City construction projects on streets on or near designated transit routes.
- H. SAMTD agrees to give notification at least 10 days in advance of any proposed on-street parking removal associated with constructing a new bus stop, relocating an existing bus stop, or expanding or otherwise modifying an existing bus stop. The notification shall be in writing to the neighborhood association and via certified mail to property owners immediately impacted and at least one adjacent property in each direction on both sides of the street, and by hanging door hangers on each residence within 100 feet of the proposed parking removal along both sides of the street. Notification of residents on side-streets will be considered on a case-by-case basis in consultation with the City. If the project does not proceed within one year of initial notification, new notification will be provided.
- I. The City and SAMTD agree to notify the other party of opportunities to participate in City or SAMTD-sponsored long-range planning projects that involve land use, transportation, and transit related issues.
- J. The City and SAMTD agree to provide opportunities for representatives of the other entity to participate on relevant boards, commissions, or advisory committees.
- K. SAMTD agrees to notify the City in writing and in a timely manner of pending changes to transit routes, transit stops, schedules, and service levels.
- L. SAMTD agrees to request input from the City when considering changes to the Transit Core Network.
- M. The City and SAMTD agree to schedule and hold regular meetings (at least quarterly) to foster communication, collaboration, and coordination.
- N. The City and SAMTD agree to communicate, collaborate, and coordinate their services during adverse weather-related events and other emergencies.
- O. The City and SAMTD agree to pursue projects and coordinate planning and development activities to improve traffic flow on the Transit Core Network.

- P. The City and SAMTD agree to coordinate during plan review, permitting, and development of projects involving housing and employment centers with the shared goal of providing more transportation options to more people.
- Q. The City and SAMTD agree to communicate, collaborate, and coordinate during planning and development of future transit centers.
- R. The SAMTD'S Board of Directors and the Salem City Council agree to hold joint work sessions to exchange information and perspectives when doing so has been determined desirable by both bodies.
- S. The City agrees to consult with SAMTD in advance and consider the positive benefit or negative impact to transit users when prioritizing transportation projects for inclusion in the Capital Improvement Plan.
- T. The City agrees to coordinate with SAMTD when scoping City-funded street improvement projects to mitigate impacts to existing transit facilities (i.e. transit stop locations) and to incorporate transit elements and safe pedestrian access, if appropriate for the projects.
- U. SAMTD agrees to design and construct improvements at transit stops in conformance with the most recent Service Guidelines for Bus Service, subject to availability of funding by SAMTD and City approval for work within the public right-of-way.