

# Council Business Meeting

December 7, 2021

<b>Agenda Item</b>	Approval of an Intergovernmental Agreement with the Oregon Department of Transportation for Pedestrian Accessibility Improvements	
<b>From</b>	Scott Fleury PE	Public Works Director
<b>Contact</b>	<a href="mailto:Scott.fleury@ashland.or.us">Scott.fleury@ashland.or.us</a>	541-552-2412

## **SUMMARY**

Before the Council is an Intergovernmental Agreement (IGA) with the Oregon Department of Transportation (ODOT) for Americans with Disabilities (ADA) accessibility improvements along the Highway 99 corridor.

## **POLICIES, PLANS & GOALS SUPPORTED**

### **Council Goals:**

#### Essential Services

- Streets

#### Value Services

- Multi-Modal Transportation
- All-Age Friendly Community

### **Current Transportation System Plan:**

- Create a green template for other communities in the state and nation to follow
- Make safety a priority for all modes
- Maintain small-town character, support economic prosperity and accommodate future growth.
- Create a system-wide balance for serving and facilitating pedestrian, bicycle, rail, air, transit, and vehicular traffic in terms of mobility and access within and through the City of Ashland.

### **Department Goals:**

- Maintain existing infrastructure to meet regulatory requirements and minimize life-cycle costs
- Deliver timely life cycle capital improvement projects
- Maintain and improve infrastructure that enhances the economic vitality of the community
- Evaluate all city infrastructure regarding planning management and financial resources

## **PREVIOUS COUNCIL ACTION**

The Council has previously authorized numerous Intergovernmental Agreements with ODOT for various projects.

## **BACKGROUND AND ADDITIONAL INFORMATION**

As part of a legal settlement agreement between ODOT and the Association of Oregon Centers for Independent Living, ODOT is required to update all ADA access ramps within the State system to current standards. ODOT has been designing and constructing improvements across their system and are currently focused on Region 3 improvements, including those in Ashland along North Main Street and Siskiyou Boulevard.

Public Works staff has been coordinating with ODOT regarding the potential to include additional pedestrian enhancements along North Main Street as high priority of the Transportation Commission and Public Works. As part of improvements to the North Main Street corridor, Public Works and the Transportation Commission have

previously worked with a consultant Traffic Engineer to analyze the corridor for safe locations to add additional marked and enhanced crosswalks elements. There are only two marked crosswalk's locations along the complete stretch of North Main Street, one at Maple Street and one at Laurel Street, both of which are signalized. The Traffic Engineer has recommended additional crosswalks at two locations, with one to have a higher order improvement that will include a pedestrian island and Rectangular Rapid Flashing Beacons (RRFB). The crosswalk location for RRFB's will be at North Main Street and Van Ness Avenue. The second marked crosswalk location is recommended to be installed at North Main Street and Nursery Street. A project has been placed in the Capital Improvement Plan in the past two biennium and in the current biennium to add crosswalks to North Main Street. Due to COVID, funding related issues and the ODOT legal settlement, the improvements have not been completed to date. In discussion with ODOT regarding their ADA improvement project, they agreed to include the crosswalk design, permitting, State approvals and associated construction work for the crosswalk enhancements as part of their ADA project.

This project directly aligns with the 2012 Transportation System Plan Policy:

**Policy #13 (L13) Incorporate Preferred Pedestrian Treatments** – As feasible, integrate preferred pedestrian treatments into city-wide projects that arise through CIP investments or development. Preferred pedestrian treatments include pedestrian countdown signals, audible pushbuttons, landscape buffers, pedestrian refuge islands, benches, curb extensions, enhanced crosswalks, signalized crossings, and ADA compliant curb ramps (see A B for Bike and Pedestrian Design Treatment Toolbox). *These treatments will help enhance the environment for pedestrians and facilitate travel as a pedestrian (Goals 2 and 4).*

The Transportation Commission discussed the IGA and associated improvements at the July 15, 2021 Meeting and made the following motion:

**Danner motions to recommend City Council approve the IGA with ODOT for the ramp and crosswalk improvements. Vièville seconds.**

The motion was approved unanimously.

#### **FISCAL IMPACTS**

Fiscal impacts for this IGA include a payment obligation of \$95,000 that covers the initial estimated cost of the RRFB installation at the Van Ness Avenue and North Main Street intersection. The City budgeted \$75,000 for this project in the 2021-2023 Biennium Capital Improvement Plan. The project through ODOT is federally funded and generally this increases the cost of a project due to federal requirements. There are also fiscal impacts being felt associated with construction cost inflation and material pricing/shortages that are generating increased costs for construction projects. The additional funds will come from existing balances within the street fund.

#### **STAFF RECOMMENDATION**

Staff and the Transportation Commission recommend approval of the IGA and associated expenditure for improvements.

#### **ACTIONS, OPTIONS & POTENTIAL MOTIONS**

I Move to approve an Intergovernmental Agreement with the Oregon Department of Transportation for Americans with Disabilities Improvements.

#### **REFERENCES & ATTACHMENTS**

Attachment #1: IGA #7300-00002966, Ashland ADA Improvements

Attachment #2: Transportation Commission July 15, 2021 Minutes

**INTERGOVERNMENTAL AGREEMENT  
Ashland ADA Improvements**

**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 "State;" and the City of Ashland, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

**RECITALS**

1. Pacific Hwy., No. 1 (I-5) and Rogue Valley Hwy., No. 63 (OR 99), are a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC). Jackson Rd., Sheridan St., Coolidge St. (Glenn St.), Nursery St., Wimer St. (Hersey St.), Van Ness Ave., First St., Harmony Ln., Hillview Dr., Normal Ave., Beswick Way, Park St., Terra Ave. (Faith Ave.), Glendale Ave., Mary Jane Ave., Clay St., Blackberry Ln., Manzanita St. (Skidmore St.), Central Ave., Bush St., Church St., Granite St., N Main St. (Water St.), Oak St., Bellview Ave., Tolman Creek Rd., E. Jefferson Ave. and Jefferson Ave. are a part of the city street system under the jurisdiction and control of city.
2. 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.
3. State, by ORS 366.220 is vested with complete jurisdiction and control over the roadways of other jurisdictions taken for state highway purposes. By the authority granted by ORS 373.020, the jurisdiction extends from curb to curb, or, if there is no regular established curb, then control extends over such portion of the right of way as may be utilized by State for highway purposes. Responsibility for and jurisdiction over all other portions of a city street remains with the Agency.
4. By the authority granted in ORS 810.080 State has the authority to establish marked pedestrian crosswalks on its highway facilities.
5. By the authority granted in ORS 810.210, State is authorized to determine the character or type of traffic control devices to be used, and to place or erect them upon state highways at places where State deems necessary for the safe and expeditious control of traffic. No traffic control devices shall be erected, maintained, or operated upon any state highway by any authority other than State, except with its written approval. Traffic signal work on this Project will conform to the current State standards and specifications.
6. By the authority granted in ORS 366.425, State may accept deposits of money or an irrevocable letter of credit from any county, city, road district, person, firm, or corporation for the performance of work on any public highway within the State.

When said money or letter of credit is deposited, State shall proceed with the Project. Money so deposited shall be disbursed for the purpose for which it was deposited.

7. In order for State to ensure that curb ramps along the state highway system in Region 3 are in compliance with the current standards of Section 504 of the Rehabilitation Act on 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"); State intends to enter into agreements with cities throughout Region 3 that have been identified in the 2021-2024 Statewide Transportation Improvement Program (STIP) as needing curb ramp improvements to bring curb ramps on or along state highways in those cities into compliance with current ADA standards. This Agreement identifies Parties' respective responsibilities.

**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. Under such authority, State and Agency agree that State shall design and construct ADA-compliant curb ramp improvements for the City of Ashland in the locations identified below:

- OR 99 MP 17.8 @ Jackson Rd.
- OR 99 MP 18.21 @ Sheridan St.
- OR 99 MP 18.52 @ Coolidge St. (Glenn St.)
- OR 99 MP 18.6 @ Nursery St.
- OR 99 MP 18.65 @ Wimer St. (Hersey St.)
- OR 99 MP 18.69 @ Van Ness Ave.
- OR 99 MP 18.79 @ Manzanita St. (Skidmorre St.)
- OR 99 MP 18.84 @ Central Ave.
- OR 99 MP 18.93 @ Bush St.
- OR 99 MP NB & SB 19.05 @ Church St.
- OR 99 MP 19.08 @ Granite St.
- OR 99 MP 19.11 @ N Main St. (Water St.)
- OR 99 MP NB & SB 19.17 & 19.19 @ Oak St.
- OR 99 MP NB & SB 19.32 & 19.46 @ First St.
- OR 99 MP 21.01 @ Harmony Ln.
- OR 99 MP 21.11 @ Hillview Dr.
- OR 99 MP 21.16 @ Normal Ave.
- OR 99 MP 21.18 @ Beswick Way
- OR 99 MP 21.27 & 21.28 @ Park St.
- OR 99 MP 21.35 @ Terra Ave. (Faith Ave.)
- OR 99 MP 21.45 @ Glendale Ave.
- OR 99 MP 21.48 @ Mary Jane Ave.
- OR 99 MP 21.57 @ Clay St.
- OR 99 MP 21.64 @ Blackberry Ln.
- OR 99 MP 21.76 @ Bellview Ave.

- OR 99 MP 21.87 @ Tolman Creek Rd.
- I-5 MP 13.86 @ E Jefferson Ave.
- I-5 MP 14.15 @ Jefferson Ave.

These improvements shall consist of ADA-compliant curb ramp rehabilitation, replacement, or construction as needed ("Project"). The location of the Project is approximately as shown on the sketch maps attached hereto, marked A, and by this reference made a part hereof.

2. The Project will be financed with state and federal funds available to the State as identified in the 2021-2024 STIP. The State shall be responsible for all costs for the Project except for Agency-owned utilities, artwork, irrigation and landscape on Agency-owned right of way and the pedestrian island and RRFB pedestals with flashers at Van Ness and OR9 intersection. Agency shall be responsible for the pedestrian island and RRFB pedestals with flashers at Van Ness and OR99 intersection. The estimate Agency cost for the pedestrian island and RRFB pedestals with flashers is \$95,000. The Agency estimate for the pedestrian island and RRFB pedestals and flashers costs is subject to change. Agency shall be responsible for Agency-owned utilities, Artwork, irrigation and landscape on State right of way.
3. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner.

## **AGENCY OBLIGATIONS**

1. Agency shall upon receipt of a fully executed copy of this Agreement and upon a subsequent letter of request from State, forward to State an advance deposit or irrevocable letter of credit in the amount of \$95,000.00 for the pedestrian island and RRFB pedestals with flashers at Van Ness and OR99 intersection portion of the Project, said amount being equal to the estimated total cost for the work performed by State at Agency's request under State Obligations paragraph 1. Agency agrees to make additional deposits as needed upon request from State. Depending upon the timing of portions of the Project to which the advance deposit contributes, it may be requested by State prior to Preliminary Engineering, purchase of right of way, or approximately 4-6 weeks prior to Project bid opening.
2. Upon completion of the Project and receipt from State of an itemized statement of the actual total cost of State's participation for the Project, Agency shall pay any amount which, when added to Agency's advance deposit, will equal 100 percent of actual total State costs for the Project. Any portion of said advance deposit which is in excess of the State's total costs will be refunded or released to Agency.

3. Agency shall, at its own expense, be responsible for all costs of Agency-owned utility conduits, lines, poles, mains, pipes, and all other such facilities of every kind and nature on State right of way where such relocation or reconstruction is made necessary for the plans of this Project.
4. Agency shall be responsible for 100 percent of Agency-owned utilities on State right of way as part of this Project. Agency shall require the utility company to send invoices directly to Agency.
5. Upon completion of Project, Agency shall continue with ownership of Agency-owned sidewalks and ADA ramp improvements and maintenance obligations of Agency-owned sidewalks and ADA ramp improvements.
6. Agency, by execution of Agreement, gives its consent as required by ORS 373.050(1) to any and all closure of streets that intersect the state highway, if any there be in connection with or arising out of the Project covered by the Agreement.
7. Agency, by execution of Agreement, gives its consent as required by ORS 373.030(2) and ORS 105.760 to any and all changes of grade within the Agency limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersection the highway, if any there be in connection with or arising out of the Project covered by the Agreement.
8. Agency grants State the right to enter onto Agency right of way for the performance of duties as set forth in this Agreement.
9. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
10. Upon completion of this Project, Agency shall be responsible for maintaining improvements constructed as part of this Project, and all other existing features to include but not limited to all surface, sub-surface features such as storm water systems, curbs, gutters, sidewalks, easements, fences, sanitary sewer, water lines, and all other features that are within Agency right of way. In instances where City Ordinances requires property owners to maintain sidewalks, curbs and gutters along frontages that adjoin their property, those ordinances shall not relieve Agency of its obligations under this Agreement. This provision shall survive termination of this Agreement.
11. Americans with Disabilities Act Compliance:
  - a. **When the Project scope includes work on sidewalks, curb ramps, or pedestrian-activated signals or triggers an obligation to address curb ramps or pedestrian signals, the Parties shall:**

- i. Utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all sidewalks, curb ramps, and pedestrian-activated signals meet current ODOT Highway Design Manual standards;
- ii. Follow ODOT's processes for design, construction, or alteration of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;
- iii. At Project completion, send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State's Project Manager for each curb ramp constructed or altered as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>; and

- b. Agency shall ensure that any portions of the Project under Agency's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that:
  - i. Pedestrian access is maintained as required by the ADA,
  - ii. Any complaints received by Agency identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
  - iii. Agency, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the facility in compliance with the ADA requirements that were in effect at the time the facility was constructed or altered,
  - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
  - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
- c. Maintenance obligations in this section shall survive termination of this Agreement.

12. Agency's Project Manager for this Project is Scott Fleury, Public Works Director, 20 East Main, Ashland, OR 97520, 541-488-5587, [scott.fleury@ashland.or.us](mailto:scott.fleury@ashland.or.us), or

assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

## **STATE OBLIGATIONS**

1. State shall design and construct, rehabilitate, or replace curb as it deems necessary to comply with current ADA standards, at the locations identified in Terms of Agreement, Paragraph 1 and construct a pedestrian island and RRFB pedestals with flashers at Van Ness and OR99 intersection per Agency's request. State shall also establish lane reductions or detours if it deems any are necessary for construction staging on this Project.
2. State shall be responsible for all costs associated with construction and installation of the Project except the pedestrian island and RRFB pedestals with flashers at Van Ness and OR99 intersection and Agency-owned utilities, artwork, irrigation and landscape on Agency-owned right of way.
3. State shall, upon execution of the agreement, forward to Agency a letter of request for an advance deposit or irrevocable letter of credit in the amount of \$95,000.00 for payment of a pedestrian island and RRFB pedestals with flashers at Van Ness and OR99 intersection. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete Project.
4. Upon completion of the Project, State shall either send to Agency a bill for the amount which, when added to Agency's advance deposit, will equal 100 percent of the total state costs for Project or State will refund to Agency any portion of said advance deposit which is in excess of the total State costs for Project.
- 5.
6. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
7. State, or its consultant, shall conduct the necessary field surveys, environmental studies, traffic investigations, preliminary engineering and design work required to produce and provide final plans, specifications and cost estimates for the highway Project; identify and obtain all required permits; perform all construction engineering, including all required materials testing and quality documentation; prepare all bid and contract documents; advertise for construction bid proposals; award all contracts; pay all contractor costs, provide technical inspection, project management services and other necessary functions for sole administration of the construction contract entered into for this Project.
8. State, or its consultant shall cause to be relocated or reconstructed, all privately or publicly owned utility conduits, lines, poles, mains, pipes, and all other such facilities of every kind and nature where such relocation or reconstruction is made necessary by the plans of the Project in order to conform the utilities and other facilities with the

plans and the ultimate requirements for the portions of the Project which may interfere with the ADA improvements.

1. State's Project Manager for this Project is Justin Shoemaker, Construction Project Manager 2, 100 Antelope Rd., White City, OR 97503, 541-774-6376, Justin.d.shoemaker@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

## **GENERAL PROVISIONS**

1. This Agreement may be terminated by either Party upon thirty (30) days' notice, in writing and delivered by certified mail or in person.
2. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
  - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
  - b. If Agency fails 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 State fails to correct such failures within ten (10) days or such longer period as State may authorize.
  - c. If Agency fails to provide payment of its share of the cost of the Project.
  - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
  - e. 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 State 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. 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 State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party 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.

5. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State 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 Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency 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 State on the one hand and of Agency 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. State'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 State had sole liability in the proceeding.
6. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency 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 State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State 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 Agency on the one hand and of State 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. Agency'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.
7. 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.
8. If Agency fails to maintain facilities in accordance with the terms of this Agreement, State, at its option, may maintain the facility and bill Agency, seek an injunction to enforce the duties and obligations of this Agreement or take any other action allowed by law.
9. 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.

10. 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 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 acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2021-2024 Statewide Transportation Improvement Program (STIP), (Key #22389) that was adopted by the Oregon Transportation Commission on July 16, 2020 (or subsequently by amendment to the STIP).

SIGNATURE PAGE TO FOLLOW

**CITY OF ASHLAND**, by and through its  
elected officials

By \_\_\_\_\_

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

By \_\_\_\_\_

Agency/State  
Agreement No. 34713

Date \_\_\_\_\_

Delivery & Operations Division Manager

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Region 3 Manager

Date \_\_\_\_\_

**LEGAL REVIEW APPROVAL (If required  
in Agency's process)**

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By \_\_\_\_\_  
Agency's Counsel

By \_\_\_\_\_  
Assistant Attorney General

Date \_\_\_\_\_

Date \_\_\_\_\_

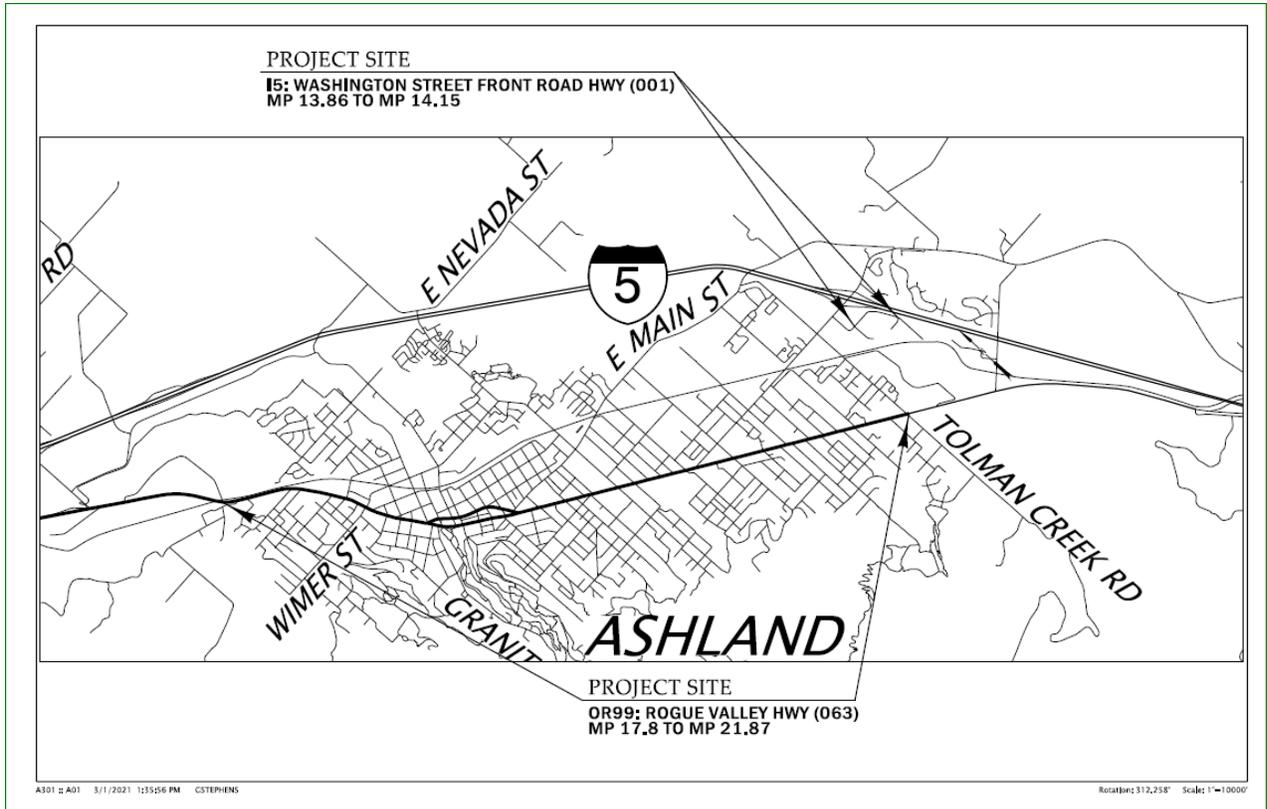
**Agency Contact:**

Scott Fleury  
Public Works Director  
20 East Main  
Ashland, OR 97520  
541-488-5587  
Scott.fleury@ashland.or.us

**State Contact:**

Justin Shoemaker  
Construction Project Manager 2  
100 Antelope Road  
White City, OR 97503  
541-774-6376  
Justin.d.shoemaker@odot.state.or.us

**EXHIBIT A**





Agency/State  
Agreement No.

**ASHLAND TRANSPORTATION COMMISSION**  
**MINUTES**  
**July 15, 2021**

**CALL TO ORDER: 6:03pm**

**Commissioners Present:** Mark Brouillard, Joe Graf, Corinne Vièville, Linda Peterson Adams, Katharine Danner, and Derrick Claypool-Barnes

**Commissioners Not Present**

**Council Liaison Present:** Paula Hyatt

**Staff Present:** Scott Fleury

**Guests Present:** None

**ANNOUNCEMENTS** – Chair Peterson-Adams announces that on July 14<sup>th</sup> fire danger was elevated to extreme. Comprehensive information regarding fire resources can be found at [fireadaptedashland.org](http://fireadaptedashland.org).

**CONSENT AGENDA**

**Approval of Minutes June 24, 2021**

**Danner motions to approve minutes with stated corrections, Vièville seconds.**

**Commissioners approve minutes as amended.**

**All ayes. Minutes approved.**

**PUBLIC FORUM**

None

**CRASH REPORT:** Officer MacLennan presents crash report. Sixteen crashes in the past month with no bicycle accidents and one pedestrian accident. The pedestrian accident was legally crossing when vehicle one stopped and vehicle two rear-ended vehicle one. Commissioner Brouillard asks about DUI timing in general. Officer MacLennan explains that DUI's occur at all times during the day.

**NEW BUSINESS**

- A. Oregon Department of Transportation Intergovernmental Agreement “Ashland ADA Improvements” –** Staff details the components of the Intergovernmental Agreement (IGA) with the Oregon Department of Transportation (ODOT) for crosswalk improvements within the North Main Street corridor. ODOT is in the process of engineering and constructing ADA ramp improvements under their jurisdiction as required by a legal settlement. Staff has been working with ODOT to have crosswalk improvements added to their ADA ramp improvement project.

ODOT is willing to include the crosswalk improvements at Nursery Street and Van Ness Street as part of their overall project, with the crosswalk improvements at Van Ness Street including Rectangular Rapid Flashing Beacons (RRFBs). The crosswalk improvements including the RRFB has been on the radar of the Transportation Commission for multiple years after the initial corridor analysis was completed by a consultant traffic engineering determining the safest locations to cross outside of the Maple Street and Laurel Street signalized intersections. The improvements are defined in the City's Capital Improvement Program (CIP). Staff originally estimated the improvements at \$75,000 and an updated estimate by ODOT has the improvements at \$95,000. The IGA specifies the City is to cover the cost of the crosswalk/flashings beacon improvement and staff is looking for a recommendation from the group to the City Council to authorize the IGA and cover the cost of the improvements. Staff believes the additional cost potential could be covered by Street Fund ending fund balance. ODOT will be managing the all phases of the project instead of City staff developing the CIP project, which provides a more efficient process overall, including State Traffic Engineer approvals.

**ASHLAND TRANSPORTATION COMMISSION**  
**MINUTES**  
**July 15, 2021**

The IGA also details the locations of all ramps along ODOTs jurisdiction within town and that the City is responsible for any and all utility re-locates of City utilities that are in conflict with the proposed work. Vièville asks about the projects schedule and if the crosswalks could be completed first. Staff explains the contract is expected to be released this fall with the contractor awarded the contract establishing the final construction schedule. Staff can request that the Ashland ramps be expedited, but the contractor will have the final say.

**Danner motions to recommend City Council approve the IGA with ODOT for the ramp and crosswalk improvements. Vièville seconds.**

**All Ayes, Motion Carries.**

Staff explains next steps will be to get the final IGA from ODOT and schedule the item to be placed on a Council agenda.

**Old Business-**

- A. Vision Zero Program and Resolution** - Chair Peterson-Adams asks if the group has any further adjustments to the draft resolution. Chair Peterson-Adams asks for a motion to send the resolution forward to City Council.

**Danner motions to recommend City Council approve the Vision Zero Resolution. Graf seconds.**

**All Ayes, Motion Carries.**

Chair Peterson-Adams asks if anyone has comments on the draft Council staff report requesting approval of the Vision Zero Resolution. Staff explains this is the first rough draft to be refined moving forward. Staff to work with the Chair on finalizing the staff report and scheduling the Council presentation. Staff requests

Chair Peterson-Adams asks if the resolution will be scheduled at the same meeting as the request to approve the Transportation System Plan Update contract with Kittelson Associates. Staff is trying to coordinate both approvals occurring at the same meeting as the TSP update and the Vision Zero program will go hand in hand moving forward.

Chair Peterson-Adams asks group if the other Commissions should be noticed the resolution will be going forward to Council for approval. Commission agrees the Chair should connect with Chairs of other Commissions regarding the Vision Zero Resolution and action plan, including the Planning Commission. Council Liaison Hyatt will help facilitate a connection to the Planning Commission as she is also their Council Liaison. Graf mentions the Commissions code change a few years back adding language that the Transportation Commission advises the Planning Commission on transportation related items. The only formal requirement for Transportation Commission participation in a land use action is associated with Type III actions and the concept was to figure out a mechanism where the Transportation Commission could provide more input on other land use actions that have significant transportation elements. This would be an extension of what Public Works already does internally during the pre-application process with respect to commenting on development proposals prior to a land use action or hearing.

- B. Transportation System Plan Scope Review** – Commission discusses updated scope of services and Council staff report. Brouillard questions the definition of “streets” in the Council goals section of the staff report. Brouillard is concerned this might only mean the pavement section and not the whole street. Staff

**ASHLAND TRANSPORTATION COMMISSION**  
**MINUTES**  
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explains in their interpretation it means the complete street including sidewalk, parkrow, curb, gutter and pavement section. The Council goals were generated in 2019 and staff would have to go back and review to determine Councils vision at the time. Staff recommends adding an asterisk to the staff report that states, the Transportation Commission and Public Works view the definition on streets as the complete street section.

**Graf motions to recommend the Ashland City Council approve a professional services contract with Kittelson Associates for the Transportation System Plan Update. Danner seconds.**

**All Ayes, Motion Carries.**

**TASK LIST**

- A. Discuss current action item list- The Commission discusses the action item list. The CIP recommendation is complete and will be removed from the task list. Staff states Public Works will be working with the Council and developing the CIP in the off year of the budget biennium and thus the Transportation Commission will be working through the recommendation process again next summer.

Main Street truck parking-Staff informs Commission that ODOT is looking at signaling that intersection which will manage truck parking in the area to a certain degree as they will not be allowed to park within the signalized intersection.

The group discusses the parking prohibition on A Street and First Street that was enacted last year and review of parking restrictions at a future meeting along with policy standards for when decisions are made. Discrimination was also discussed in relation to the adoption of parking restrictions on A Street. Discussion also includes bicycle safety improvements in the railroad district. The Commission is hopeful that major issues can be discussed and fully developed in the TSP update and that a high level of public input and participation will go a long way to validate the document and the process.

**FOLLOW UP ITEMS**

- A. None

**INFORMATIONAL ITEMS-**

- A. Staff updates Commission on new bike racks installed in downtown. New racks were installed where the old Rogue Bike Share station was installed opposite the Plaza and near the bus stop and two racks were installed near the bridge to the playground at Lithia Park. Commissioner Brouillard questions the potential of installation of a bike choral system in downtown and associated cost. Staff explains bike choral systems can range in cost of a thousand to a few thousand dollars. A system cannot be installed in a parking space downtown as it is ODOT right of way and not allowed.

**COMMISSION OPEN DISCUSSION- None**

**FUTURE AGENDA TOPICS**

- A. Residential Parking Program

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- B. Street User Fee/Gas Tax (budget/TSP)
- C. Crosswalk Policy

**ADJOURNMENT: @ 7:56pm**

*Respectfully submitted,*  
*Scott Fleury PE, Public Works Director*  
***\*\*Full Video Available by Request\*\****