



Oregon

Theodore R. Kulongoski, Governor

Oregon Department of Transportation

Support Services

Procurement Office

455 Airport Rd. SE, Bldg. K

Salem, OR 97301-5348

February 24, 2006

City Public Works Program Manager
City of Woodburn
270 Montgomery St.
Woodburn, OR 97071

Enclosed for your records is a fully executed original of Agreement Number 22933. This Agreement is for the establishment of a plan to monitor and evaluate implementation of City's IMA Overlay District.

We have retained a fully executed original of this Agreement for the Department of Transportation's files. If you have questions, please contact me at (503) 986-2621.

Sincerely,

Tina Torres, Agreement Specialist
ODOT Procurement Office

Enclosure

INTERGOVERNMENTAL AGREEMENT
Woodburn Interchange
City of Woodburn

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," and the CITY OF WOODBURN, acting by and through its designated officials, hereinafter referred to as "CITY."

RECITALS

1. By the authority granted in 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. Interstate 5 (I-5), Oregon 214 and Oregon 219 (also known as Hillsboro-Silverton Highway) are a part of the state highway system and under the jurisdiction and control of the Oregon Transportation Commission.
3. ODOT and City intend to make a major investment in improving the I-5 Woodburn Interchange and Oregon 214/219 in the vicinity of the Woodburn Interchange.
4. ODOT and City are committed to protect this investment and preserve the function, operations and capacity of the Woodburn Interchange to safely accommodate statewide and regional travel through City along I-5 and between City and I-5 via Oregon 214/219, and to support City's industrial job creation and growth objectives as expressed in its 2005 Comprehensive Plan.
5. ODOT and City have developed a variety of documents including an interchange area management plan, an updated land use plan and related ordinances to provide direction for this investment and keep it functioning acceptably through the forecast 20-year planning horizon.
6. These actions are expressed in the City's 2005 Comprehensive Plan, Transportation System Plan (TSP), Woodburn Development Ordinance 2.116 (WDO), and in the Woodburn Interchange Area Management Plan (IAMP).
7. WDO, Section 2.116, entitled Interchange Management Area (IMA) Overlay District and provided as Exhibit A, sets development thresholds and performance standards for an area identified in the 2005 Woodburn TSP and labeled Figure 9-1 IMA Overlay District, provided as Exhibit B.
8. The Woodburn IAMP is scheduled to be adopted by the Oregon Transportation Commission and identifies implementation of the standards and thresholds of the IMA Overlay District as a key component of the IAMP. The IAMP identifies that the

City is responsible for implementing the provisions of the WDO Section 2.116, IMA Overlay District.

9. Section 2.116.05 of the WDO has provisions that call for development within the IMA Overlay District to be jointly monitored and evaluated by the City and ODOT on an ongoing 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. ODOT and City enter into this Agreement to establish and define procedures for periodically monitoring and evaluating the implementation of the City's TSP and WDO within the IMA Overlay District, fulfill ODOT's transportation system management objectives by preserving interchange capacity and to support the City's industrial job creation objectives as stated in the Woodburn Comprehensive Plan.
2. ODOT and City agree that the costs for undertaking the activities needed to administer, monitor, and evaluate the IMA Overlay District development shall be individually borne by each and that no funds shall be exchanged to fulfill the terms of this Agreement, although ODOT technical assistance will be available to the City to help collect data and conduct analysis needed to administer the Overlay District.
3. ODOT and City agree that this Agreement may be amended if the premises or conditions upon which it is based change. Any amendment shall be collaboratively developed by City and ODOT.
4. ODOT and City agree that this Agreement shall be in force until build out of the IMA Overlay District area is complete (meaning that all land within the overlay zone is developed or has been committed for development through development approvals), except as provided in the General Provisions section below.

CITY OBLIGATIONS

1. City shall amend its land use action application forms to provide a simple and direct mechanism for staff to collect traffic data needed to track development in the IMA Overlay District. City shall coordinate with ODOT in the development of its amended land use action application forms. City shall review all land use applications for any tax lot listed in Exhibit A, Table 2.116.1 Vehicle Trip Budget by Parcel, and make a determination of PM peak hour trips that will be generated by the development based on the Traffic Impact Analysis, if required, or an assessment of trip generation potential made by the City Engineer in accordance with the most recent version of the Institute of Transportation Engineer's Trip Generation Manual.
2. Traffic Impact Analyses, when required, shall be prepared in accordance with ODOT's Traffic Impact Analysis Guidelines.

3. Land use applications to be reviewed and assessed for trip budget calculations include commercial, industrial, public, and semi-public land use applications. The City will also assess vehicle trips resulting from building permits for new residential construction, by housing type within the IMA Overlay District.
4. City shall maintain an electronic ledger of all trips expected to be produced by land use approvals or building permits for new construction for all tax lots identified in Exhibit A, Table 2.116.1 within the IMA Overlay District and the ledger shall be organized by tax lot, address, and zoning designation. The City shall also maintain a record of land divisions for tax lots identified in Table 2.116.1 Vehicle Trip Budget by Parcel, to allow for monitoring of new construction on newly-created lots or parcels.
5. City shall provide to ODOT an IMA Overlay District Trip Generation Summary Report every three years for incorporation into ODOT's triennial IMA Evaluation Report, City shall provide the electronic ledger annually if requested.
6. City shall participate with ODOT in the triennial review and evaluation of development and traffic growth within the IMA Overlay District.
7. City shall, as required by its development code, notify ODOT of all land use applications that generate additional traffic within the IMA Overlay District and shall fulfill all current requirements to collaborate with ODOT on matters affecting ODOT transportation facilities.
8. The Woodburn City Public Works Program Manager, currently Randy Rohman, shall be the principal contact within the City for matters relating to this Agreement and oversight and maintenance of the trip budget ledger. City shall notify ODOT in writing of any changes affecting this principal contact.

ODOT OBLIGATIONS

1. ODOT shall maintain traffic volume and crash data for ODOT transportation facilities within the IMA Overlay District sufficient to support the triennial evaluation process.
2. ODOT shall collect and maintain traffic volume data for Marion County and City transportation facilities as necessary within the IMA Overlay District or its proximity as needed to support the triennial evaluation process. This may, at the discretion of ODOT, include an origin-destination survey.
3. ODOT shall prepare a triennial IMA Evaluation Report using its own traffic and crash data and the land use data provided by the City.
4. ODOT shall, in collaboration with the City, develop and provide to the City an electronic trip generation ledger for use in tracking and monitoring the IMA Overlay District trip budget.
5. ODOT shall provide technical support to the City to assist in evaluating and amending all applicable local land use application forms to support monitoring and maintenance of the IMA trip budget ledger.

6. ODOT shall, upon request from the City, be available to consult and provide input regarding the assessment of potential trip generation and maintenance of the IMA Overlay District trip generation ledger.
7. ODOT shall, upon request from the City, be available as needed to consult and provide input regarding the effect of implementing Transportation Demand Management (TDM) measures pursuant to WDO Section 2.116.08.C.
8. ODOT shall provide comments on completed Traffic Impact Analyses within 30 days of receiving them from the City as prescribed by WDO Section 2.116 of the IMA Overlay District.
9. ODOT shall participate with City in the triennial review and evaluation of development and traffic growth within the IMA Overlay District.
10. ODOT shall notify the City of any proposed amendments to the Woodburn IAMP and shall collaborate with the City in developing any such changes.
11. ODOT's Area 3 Planner, currently Dan Fricke, shall be the principal contact within ODOT for matters relating to this Agreement. ODOT shall notify the City in writing of any changes affecting this principal contact.

JOINT OBLIGATIONS

1. ODOT and City agree that development within the IMA Overlay District shall be jointly monitored and evaluated by ODOT and the City.
2. ODOT and City agree that each party shall collect and maintain the information needed to conduct periodic evaluations of the IMA Overlay District in accordance with the specific obligations for each as described in this Agreement.
3. ODOT and City agree that periodic evaluations shall take place every three (3) years beginning in October 2008.
4. ODOT and City agree that the triennial IMA Evaluation Report prepared by ODOT shall be the basis for evaluating the implementation of the WDO Section 2.116, IMA Overlay District.
5. ODOT and City agree that the provisions of the WDO Section 2.116, IMA Overlay District may change periodically in response to information gained through the periodic monitoring and evaluation process. ODOT shall be provided notice of any proposed change and any change shall be collaboratively developed by City and ODOT.

GENERAL PROVISIONS

1. This Agreement may be terminated by either party upon 30 days' notice, in writing and delivered by certified mail or in person. Either party may terminate this

Agreement effective upon delivery of written notice to the other party under any of the following conditions:

- a. If the other party fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If the other party 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 fails to correct such failures within 10 days or such longer period as the aggrieved party may authorize.
 - c. If either party fails to receive funding, appropriations, limitations or other expenditure authority at levels sufficient to pay for the work provided in the Agreement.
 - d. 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 if either party is prohibited from paying for such work from the planned funding source.
2. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.
 3. 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.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written.

The Oregon Transportation Commission on June 18, 2003, 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 the biennial budget approved by the Legislature, including activities to execute a project in the Statewide Transportation Improvement Program.

Signature Page to Follow

City of Woodburn/ODOT
Agreement No. 22,933

On November 10, 2004, the Director of the Oregon Department of Transportation approved Subdelegation Order No. 2, in which the Director delegates authority to the Region Managers authority to approve and sign agreements up to \$75,000 when the work is related to a project included in the Statewide Transportation Improvement Program, other system plans approved by the Oregon Transportation Commission or in a line item in the biennial budget approved by the Director.

CITY OF WOODBURN, by and through its
designated officials

By [Signature]

Title City Administrator

Date 1-24-06

By _____

Title _____

Date _____

APPROVED AS TO FORM

By [Signature]
City Legal Counsel

Date 1-24-2006

Agency Contact:
City Public Works Program Manager
City of Woodburn
270 Montgomery Street
Woodburn OR 97071

STATE OF OREGON, by and through
its Department of Transportation

By [Signature]
Region 2 Manager

Date 2/1/06

APPROVAL RECOMMENDED

By [Signature]
Region 2 Planning and Development
Manager

Date 1-31-06

**APPROVED AS TO LEGAL
SUFFICIENCY**

By [Signature]
Assistant Attorney General

Date: 2/7/06

(The following Section 2.116 is a new proposed zoning district)

2.116 Interchange Management Area (IMA) Overlay District

2.116.01 Purpose

The purpose of this overlay district is to preserve the long-term capacity of Woodburn's I-5 Interchange with Highway 214, in coordination with the Oregon Department of Transportation (ODOT).

Preserving the capacity of this interchange is an essential element of the City's economic development strategy, because continued access to I-5 is necessary to attract and maintain basic employment within the Woodburn Urban Growth Boundary (UGB). *Section 2.116* complements the provisions of the Southwest Industrial Reserve (SWIR) District by ensuring that industrial land is retained for targeted basic employment called for in the Woodburn Economic Opportunities Analysis (EOA) and the Economic Development Strategy (EDS). *Section 2.116* also ensures that needed industrial, commercial and residential land within the IMA Overlay District is protected from commercial encroachment.

These goals are met by establishing trip generation budgets as called for in Transportation Policy H-7.1 of the Woodburn Comprehensive Plan. The parcel budgets are intended to be high enough to accommodate peak hour trips anticipated by the 2005 Woodburn Comprehensive Plan (WCP) and Transportation Systems Plan (TSP), but low enough to restrict unplanned vehicle trips that could adversely affect the interchange.

2.116.02 Boundary of the IMA Overlay District

The boundary of the IMA Overlay District is shown on the Woodburn Comprehensive Plan Map and Zoning Map.

2.116.03 Applicability

The provisions of *Section 2.116* shall apply to all Type II – V land use applications that propose to allow development that will generate more than 20 peak hour vehicle trips (based on the latest Institute of Transportation Engineers Trip Generation Manual) on parcels identified in *Table 2.116.1*. The provisions of *Section 2.116.07* shall apply to all properties within the boundary of the IMA.

2.116.04 **Vehicle Trip Budgets**

Section 2.116 establishes a total peak hour trip generation budget for planned employment (commercial and industrial) land uses within the Interchange Management Area – defined as the IMA Trip Budget, and a trip budget for each vacant commercial or industrial parcel – defined as the parcel budget.

A. The IMA District Trip Budget

The IMA Trip Budget for vacant commercial and industrial parcels identified in *Table 2.116.1* is 2,500 peak hour vehicle trips (An estimated 1,500 additional peak hour residential trips are planned within the IMA District). The IMA Trip Budget will be allocated to parcels identified in *Table 2.116.1* on a first developed – first served basis.

B. 2005 (Initial) Vehicle Trip Budget by Parcel

The parcel budget for each vacant commercial or industrial parcel within the IMA Overlay District is shown on *Table 2.116.1*. Parcel budgets are based on 11 peak hour trips per developed industrial acre, and 33 peak hour trips per developed commercial acre.

1. The parcel budget for each parcel will be reduced in proportion to actual peak hour vehicle trips generated by new development on any portion of the parcel.
2. The City *may* allow development that exceeds the parcel budget for any parcel in accordance with *Section 2.116.08.B*.

(Table on next page.)

Table 2.116.1. Vehicle Trip Budget by Parcel (Parcel Budget)

Assessor Map and Tax Lot Number	Applicable Comprehensive Plan Designation	Vacant Buildable Acres	Maximum Peak Hour Vehicle Trips
052W11 00300	SWIR	88	968
052W13 01100 052W14 01500 052W14 01600	SWIR	96	1056
052W14 00200 052W14 00600	SWIR	22	242
052W14 00800 052W14 00900 052W14 01000 052W14 01100	SWIR	109	1199
052W14 01200	SWIR	4	44
052W23 00100	SWIR	46	506
052W12AC 04301	Commercial	2	66
052W12C 00604	Commercial	1	33
052W12C 00605	Commercial	3	99
052W12C 02100	Commercial	7	231
052W12C 02200	Commercial	6	198
052W12C 02300	Commercial	7	231
052W12C 02400	Commercial	2	66
052W13 01600	Commercial	5	165
052W14 02000	Commercial	8	264
052W14 02100	Commercial	5	165
052W14 02300	Commercial	6	198
052W13BD 00900 (westerly portion) 052W13BD 01500 052W13BD 01600 052W13BD 01700 052W13BD 01800	Nodal Commercial	9	297

2.116.05 **Administration**

Section 2.116 delineates responsibilities of the City and ODOT to monitor and evaluate vehicle trip generation impacts on the I-5 interchange from development approved under this section.

A. Traffic Impact Analysis (TIA)

A TIA is required for all land use applications subject to the provisions of **Section 2.116**. The standards for preparing a TIA are found in Exhibit Q, Transportation Impact Analysis Requirements. The TIA must meet City and ODOT administrative rule (OAR Chapter 734, Division 51) requirements and shall include an evaluation and recommendation of feasible transportation demand management (TDM) measures that will minimize peak hour vehicle trips generated by the proposed development.

B. ODOT Coordination

For a land use application subject to the provisions of **Section 2.116**:

1. The City shall not deem the land use application complete unless it includes a TIA prepared in accordance with Exhibit Q, TIA Requirements.
2. The City shall provide written notification to ODOT when the application is deemed complete. This notice shall include an invitation to ODOT to participate in the City's facilities review meeting.
3. ODOT shall have at least 20 days to provide written comments to the City, measured from the date the completion notice was mailed. If ODOT does not provide written comments during this 20-day period, the City's decision may be issued without consideration of ODOT comments.

C. City Monitoring Responsibilities

The details of City and ODOT monitoring and coordination responsibilities are found in the Woodburn – ODOT Intergovernmental Agreement (IGA).

1. The City shall be responsible for maintaining a current ledger documenting the cumulative peak hour trip generation impact from development approved under **Section 2.116**, compared with the IMA Trip Budget.
2. The City may adjust the ledger based on actual development and employment data, subject to review and concurrence by ODOT.

3. The City will provide written notification to ODOT when land use applications approved under **Section 2.116**, combined with approved building permits, result in traffic generation estimates that exceed 33% and 67% of the IMA Trip Budget.

D. Vesting and Expiration of Vehicle Trip Allocations

This section recognizes that vehicle trip allocations may become scarce towards the end of the planning period, as the I-5 Interchange nears capacity. The following rules apply to allocations of vehicle trips against the IMA Trip Budget:

1. Vehicle trip allocations are vested at the time of design review approval.
2. Vehicle trips shall not be allocated based solely on approval of a comprehensive plan amendment or zone change, unless consolidated with a subdivision or design review application.
3. Vesting of vehicle trip allocations shall expire at the same time as the development decision expires, in accordance with **Section 4.102.03-04**.

2.116.06 **Allowed Uses**

- A. Uses allowed in the underlying zoning district are allowed subject to other applicable provisions of the WDO and **Section 2.116**.

2.116.07 **Comprehensive Plan and Zoning Map Amendments**

Section 2.116.07 applies to all Comprehensive Plan Map amendments within the IMA Overlay District. This section does not apply to Zoning Map amendments that result in conformance with the applicable Comprehensive Plan Map designation, such as Zoning Map amendments that occur when land is annexed to the City.

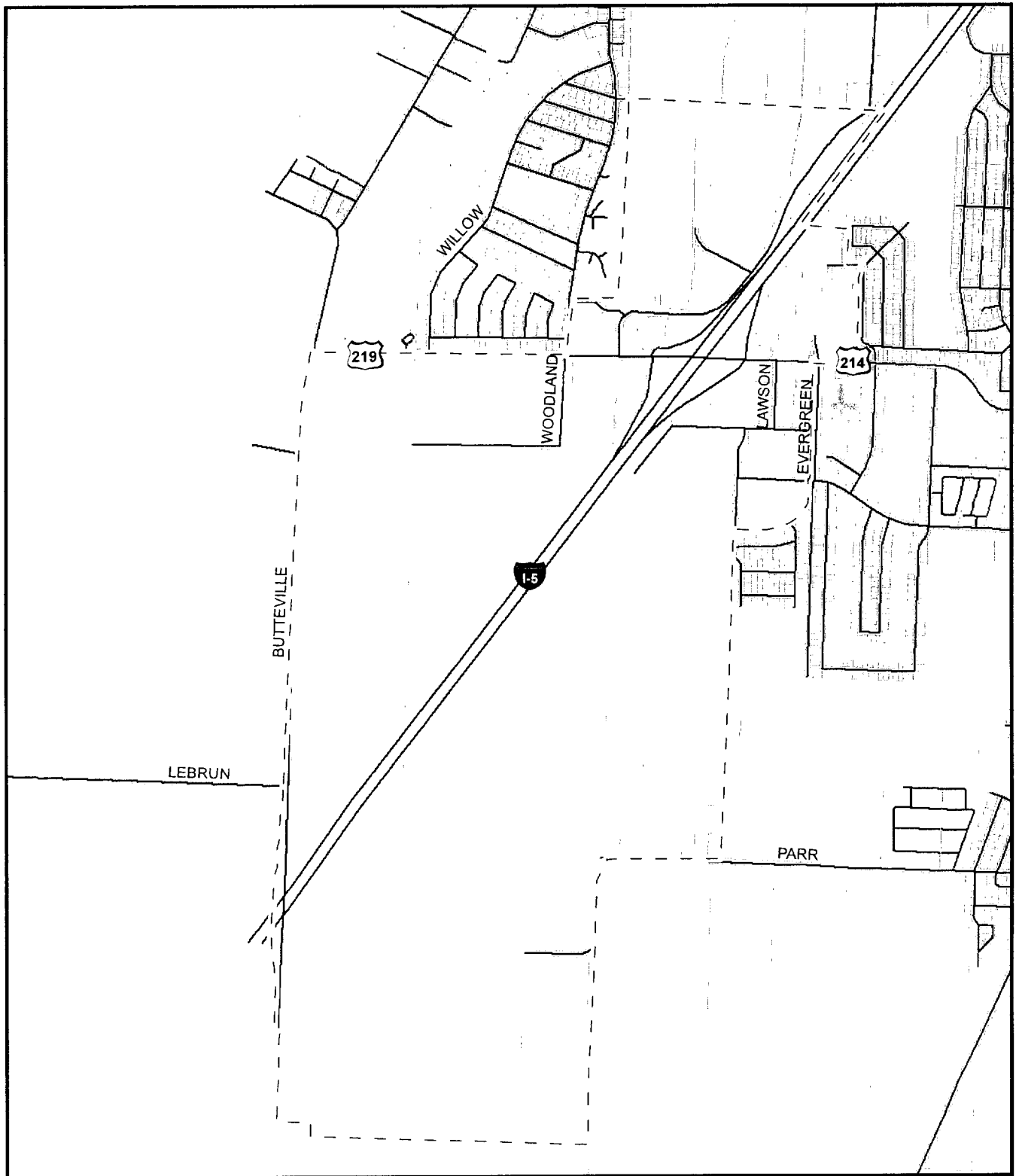
- A. Transportation Planning Rule Requirements.

Applications for Comprehensive Plan Map amendments, and for Zoning Map amendments shall determine whether the proposed change will significantly affect a collector or arterial transportation facility, and must meet the requirements of Oregon Administrative Rule (OAR) 660-012-0060 and WDO **Section 5.104.02-04**.

- B. Limitations on Comprehensive Plan Amendments.

To ensure that the remaining capacity of the I-5 Interchange is reserved for targeted employment opportunities identified in Chapter 4 of the Economic Opportunities Analysis (EOA) and needed housing, this section imposes the

EXHIBIT B



Legend

- Tax Lots
- - - Overlay Zone
- Roads

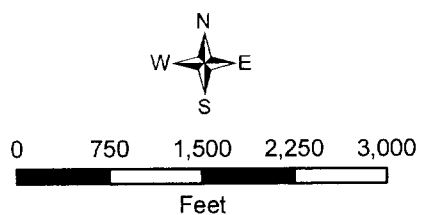
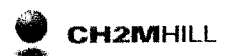


Figure 9-1
Interchange Management Area (IMA)
Overlay District



following prohibitions on Comprehensive Plan Map amendments within the IMA Overlay District:

1. Comprehensive Plan Map amendments that will increase the net Commercial land area within the IMA Overlay District shall be prohibited.
2. Comprehensive Plan Map amendments that allow land uses that will generate traffic in excess of the IMA Trip Budget shall be prohibited.

2.116.08 **Interchange Capacity Preservation Standards**

Land use applications subject to the provisions of *Section 2.116* shall comply with the following:

- A. Cumulative Impact Standard. Peak hour vehicle trips generated by the proposed development shall not, in combination with other approved developments subject to *Section 2.116*, exceed the IMA Trip Budget of 2,500.
- B. Parcel-Specific Impact Standard. Peak hour vehicle trips generated by the proposed development shall not exceed the maximum peak hour vehicle trips specified in *Table 2.116.1* for the subject parcel, EXCEPT:
 1. Development of uses listed in *Table 2.1.21 (Section 2.114.03, SWIR Zone Permitted Uses)* *may* be allowed to exceed the maximum, *if* the development will contribute substantially to the economic objectives found in Chapter 2 of the Woodburn Economic Development Strategy (EDS).
 2. Residential development on a parcel zoned Commercial shall be allowed to exceed the maximum.
- C. Transportation demand management (TDM) measures shall be required to minimize peak hour vehicle trips and shall be subject to annual review by the City.