

W-10.b.

ABBREVIATED CONSENT CALENDAR FORMAT

Memorandum Date: May 17, 2010
Order Date: June 9, 2010

TO: Board of County Commissioners

DEPARTMENT: Public Works

PRESENTED BY: Shashi Bajracharya, Transportation Planning

AGENDA ITEM TITLE: ORDER/IN THE MATTER OF AUTHORIZING THE COUNTY ADMINISTRATOR TO SIGN AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE OREGON DEPARTMENT OF TRANSPORTATION, THE CITY OF COBURG, AND THE COUNTY REGARDING ACCESS MANAGEMENT ON PEARL STREET, VAN DUYN ROAD, AND COBURG INDUSTRIAL WAY NORTH

I. **MOTION**

Move Approval.

II. **DISCUSSION**

A. **Background / Analysis**

Coburg I-5 Interchange Area Management Plan (IAMP)

On October 20, 2009, the Board unanimously passed Ordinance No. PA 1258 co-adopting the IAMP. It established the hierarchical relationship between the Lane County Rural Comprehensive Plan and the IAMP. The IAMP includes a Recommended Alternative that involves operational and physical improvements, including access management, and local policy and development code changes. Among other policies and actions adopted in the IAMP, action item number 10 relates to the implementation of access spacing requirements consistent with and to meet or exceed minimum state standards in the 1999 Oregon Highway Plan, Policy 3C (OHP).

The IAMP influence area encompasses an area that includes County Roads, namely segments of Pearl Street, Duyn Road, and Coburg Industrial Way North.

On October 20, 2009 the Board approved a project design concept for Pearl Street and

Coburg Industrial Way as part of the ODOT planned Coburg I-5 Interchange Area improvement project, by Board Order 09-8-5-3.

Intergovernmental Agreement (IGA)

The adopted IAMP, under Policy Framework, recommended an action item to implement access spacing requirement consistent with and to meet or exceed the minimum standards in the OHP pursuant to an IGA between the City of Coburg, Lane County, and ODOT.

If executed, the County would be required to obtain the state's approval before issuance of any road approach (facility) permits in areas where the state has purchased access rights from abutting properties along Coburg Industrial Way, Van Duyn Road, and Pearl Street (Exhibit B). This agreement would allow the state to review access (facility) permit applications on the impacted county roads in accordance with OAR 734-051 and the access management spacing standards for state "District" level highways as specified in the IAMP.

B. Recommendation

Staff recommends approval to execute the agreement. The Board adopted the IAMP thereby accepting ODOT's intention to control facility permitting on affected county roads through an IGA.

III. ATTACHMENTS

- A. Board Order and Exhibit A
- B. Map Showing ODOT Access Management Limits on County Roads
- C. Coburg IAMP Policies and Actions (Item #10)

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY
STATE OF OREGON

ORDER NO.) IN THE MATTER OF AUTHORIZING THE COUNTY
) ADMINISTRATOR TO SIGN AN
) INTERGOVERNMENTAL AGREEMENT BETWEEN THE
) OREGON DEPARTMENT OF TRANSPORTATION,
) THE CITY OF COBURG, AND THE COUNTY
) REGARDING ACCESS MANAGEMENT ON PEARL
) STREET, VAN DUYN ROAD, AND COBURG
) INDUSTRIAL WAY NORTH

WHEREAS, ORS 190.11, 366.572, 366.576 and the Lane County Home Charter Rule provide that Oregon Department of Transportation may enter into cooperative agreements with counties, cities, and units of local governments for performance of work, maintenance and management of highways with the allocation of costs on terms and conditions mutually agreeable to the contracting parties; and

WHEREAS, the Oregon Department of Transportation (ODOT) desires to protect the function of the Coburg I-5 Interchange area and the ODOT, the City of Coburg, and the County have determined that it is in their mutual administrative interest, and in the interest of the traveling public, to establish a coordinated permitting authority in the vicinity of the interchange; and

WHEREAS, County Roads Pearl Street, Van Duyn Road, and Coburg Industrial Way North are an integral part of the Coburg I-5 Interchange Area Management Plan (IAMP), and ODOT intends to control access along the county roads as specified in the IAMP through an Intergovernmental Agreement; and

WHEREAS, the Board of County Commissioners co-adopted the IAMP by Ordinance No. PA 1258; and

WHEREAS, the IAMP includes policies and actions to implement access management consistent with and to meet or exceed minimum state standards in the 1999 Oregon Highway Plan Policy 3C in the interchange area subject to the limits of applicable county or city codes, and pursuant to an Intergovernmental Agreement to be established between the City of Coburg, Lane County, and ODOT; therefore, it is hereby

ORDERED, that the County Administrative Officer is delegated authority to execute an Intergovernmental Agreement on behalf of Lane County, in the form attached hereto as Exhibit A, between ODOT, the City of Coburg, and Lane County.

EFFECTIVE this _____ day of June 2010.

William A. Fleenor, Chair
Lane County Board of Commissioners

APPROVED AS TO FORM
Date 6-22-10 Lane County

OFFICE OF LEGAL COUNSEL

March 17, 2010

Misc. Contracts and Agreements
No. 25,380

INTERGOVERNMENTAL AGREEMENT
I-5 Coburg Interchange
Lane County, City of Coburg

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," LANE COUNTY, acting by and through its designated officials, hereinafter referred to as "County," and CITY OF COBURG, acting by and through its designated officials, hereinafter referred to as "City," collectively hereinafter referred to as "Parties."

RECITALS

1. Interstate 5 (I-5) Coburg Interchange is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission. Pearl Street, Coburg Industrial Way (north of Pearl Street) and Van Duyn Road are a part of the county road system under the jurisdiction and control of County. A future extension of Coburg Industrial Way, south of Pearl Street, will be a part of the city street system under the jurisdiction and control of City.
2. State, County, and City have determined that it is in their mutual administrative interest, and in the interest of the traveling public, to establish a coordinated permitting authority in the vicinity of the Coburg Interchange for the purpose of ensuring that the public investment made in the Coburg Interchange is managed in a safe and consistent manner that optimizes its operational efficiency.
3. By the authority granted in ORS 190.110, 366.572 and 366.576, State may enter into cooperative agreements with counties and cities for the performance of work, maintenance and management of highways with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.

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, County, and City agree this Agreement serves to establish a coordinated approach road permitting authority and responsibilities on Pearl Street, Van Duyn Road, and Coburg Industrial Way (north of Pearl Street), and for the future extension of Coburg Industrial Way, south of Pearl Street within the vicinity of the I-5 Coburg Interchange project (Project).
2. The Project will widen and lengthen ramps as needed; signalize the southbound ramp terminal intersection; realign Roberts Road south of Pearl Street to improve

Key No. 14649

Lane County/City of Coburg/ODOT
Agreement No. 25,380

intersection spacing standards on the crossroad; and improve operations and safety on the highway interchange ramps and on the cross road east and west of the interchange by acquiring access rights and developing a system of frontage and or local roadways.

3. This Agreement shall become effective on the date all required signatures are obtained and shall remain in effect unless and until terminated as provided below under General Provisions.

COUNTY OBLIGATIONS

1. County agrees, upon execution of this Agreement, to obtain State approval before issuance of any approach road (facility) permits in areas where State has purchased access rights from abutting properties, for Coburg Industrial Way (north of Pearl Street), Van Duyn Road, and Pearl Street.
 - a. **Coburg Industrial Way:** From the intersection of Coburg Industrial Way (north of Pearl Street) and Pearl Street for a distance of 275 feet north along the east and west sides of Coburg Industrial Way as shown in Exhibit A.
 - b. **Van Duyn Road:** From the intersection of the northbound interchange ramp terminals with Van Duyn Road at "Van Duyn" Station 21+65.35 to a point 2,000 feet east of the northbound interchange ramp terminal as shown in Exhibit A.
 - c. **Pearl Street:** From the intersection of the southbound interchange ramp terminals with Pearl Street to a point 1,000 feet west of Coburg Industrial Way at "Van Duyn" Station 16+95.35 to "Van Duyn" Station 10+00 and at "Pearl" Station 15+00 to "Pearl" Station 29+52.76 as shown in Exhibit A.
2. County acknowledges and agrees that State shall approve or deny issuance of County approach road (facility) permits in accordance with OAR 734-051 as further specified in the Coburg Interchange Area Management Plan and that State shall define Coburg Industrial Way (north of Pearl Street), Van Duyn Road and Pearl Street as State "District" highways for permit application evaluation purposes in areas where State has purchased access rights from abutting properties. In areas where State has not acquired access rights, permit applications shall be subject to the limits established by applicable County and/or City policies and codes.
3. County certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of County, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind County.

Lane County/City of Coburg/ODOT
Agreement No. 25,380

4. County's contact for this Agreement is Bill Morgan, P.E., County Engineer, Lane County Public Works, 3040 North Delta Highway, Eugene, Oregon, 97408-1696; telephone (541) 682-6990, or assigned designee upon individual's absence. State's and City's Project Managers shall be notified in writing of any contact information changes during the term of this Agreement.

CITY OBLIGATIONS

1. City agrees, upon execution of this Agreement, to obtain State approval before issuance of any approach road (facility) permits for the future extension of Coburg Industrial Way, south of Pearl Street, as described below:
 - a. **Future construction of Coburg Industrial Way, south of Pearl Street:** From the intersection of Pearl Street for a distance of 220 feet south along the east and west sides of future constructed Coburg Industrial Way as shown in Exhibit A.
2. City acknowledges and agrees that State shall approve or deny issuance of City approach road (facility) permits in accordance with OAR 734-051 as further specified in the Coburg Interchange Area Management Plan and that State shall define the future extension of Coburg Industrial Way, south of Pearl Street as a State "District" highway for permit application evaluation purposes in areas where State has purchased access rights from abutting properties. In areas where State has not acquired access rights, permit applications shall be subject to the limits established by applicable County and/or City policies and codes.
3. For road segments identified under County Obligations, in the event any of these segments are transferred to City jurisdiction, City agrees to treat these segments as specified in County Obligations, paragraph 2.
4. City certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of City, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind City.
5. City's contact for this Agreement is Don Schuessler, City Administrator, City of Coburg, PO Box 8316, Coburg, Oregon 97408; telephone (541) 682-7850, or assigned designee upon individual's absence. State's and County's Project Managers shall be notified in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. State shall, upon execution of this Agreement, agree to review any and all County and City approach road (facility) permit applications in areas where state has purchased access rights from abutting property owners along Van Duyn Road, Pearl

Lane County/City of Coburg/ODOT
Agreement No. 25,380

Street, Coburg Industrial Way, and the future construction of Coburg Industrial Way, south of Pearl Street as described below:

- a. **Van Duyn Road:** From the intersection of the northbound interchange ramp terminals with Van Duyn Road to a point 2,000 feet east of the northbound interchange ramp terminal at "Van Duyn" Station 21+65.35 to a point 2,000 feet east of the northbound interchange ramp terminal as shown in Exhibit A.
 - b. **Pearl Street:** From the intersection of the southbound interchange ramp terminals with Pearl Street to a point 1,000 feet west of Coburg Industrial Way "Van Duyn" Station 16+95.35 to "Van Duyn" Station 10+00 and at "Pearl" Station 15+00 to "Pearl" Station 29+52.76 as shown in Exhibit A.
 - c. **Coburg Industrial Way:** From the intersection of Coburg Industrial Way (north of Pearl Street) and Pearl Street for a distance of 275 feet north along the east and west sides of Coburg Industrial Way as shown in Exhibit A.
 - d. **Future construction of Coburg Industrial Way, south of Pearl Street:** From the intersection of Roberts Road and Pearl Street for a distance of 220 feet south along the east and west sides of the future construction of Coburg Industrial Way as shown in Exhibit A.
2. In those areas identified in 1 (a-d) above, where State has purchased access rights from abutting properties, State shall review access (facility) permit applications in accordance with OAR 734-051 and the access management spacing standards for state "District" level highways as further specified in the Coburg Interchange Area Management Plan. In areas where state has not yet acquired access rights, permit applications shall be subject to the limits established by applicable County and/or City policies and codes.
 3. State agrees to conduct access (facility) permit reviews in a timely and responsive manner not to exceed one hundred and twenty (120) days from the time State receives County or City request. State shall provide written approvals or denials to County and City. Denials shall include specific reasons and applicable statutory, Administrative Rule, and Coburg IAMP citations and page number references.
 4. State certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of State, under the direction and approval of its governing body, commission, board, officers, members or representatives, and to legally bind State.
 5. State's contact for this Agreement is Mike Spaeth, District 5 Manager, 644 A Street, Springfield, Oregon 97477, or designee; telephone (541) 744-8080, or assigned designee upon individual's absence. County's and City's Project Managers shall be

Lane County/City of Coburg/ODOT
Agreement No. 25,380

notified in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. Any Party to this Agreement may terminate this Agreement by mutual agreement effective upon written acknowledgement of such agreement by authorized representatives of all Parties.
2. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
3. Any Party may terminate this Agreement effective upon delivery of written notice to other Parties, or at such later date as may be established under any of the following conditions:
 - a. If a Party fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If a 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 that the Party fails to correct such failures within ten (10) days or such longer period as specified.
 - c. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or a Party is prohibited from paying for such work from the planned funding source.
4. The Parties shall, to the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, indemnify, defend, save, and hold harmless each Party, their officers and employees from any and all claims, suits, and liabilities which may occur in their respective performance of this Agreement.
5. Notwithstanding the foregoing defense obligations under the paragraph above, no Party nor any attorney engaged by any Party(s) shall defend any claim in the name of any Party(s) or any agency/department/division of such other Party(s), nor purport to act as legal representative of any Party(s) or any of its agencies/departments/divisions, without the prior written consent of the legal counsel of any such other Party(s). Each Party may, at anytime at its election assume its own defense and settlement in the event that it determines that the other Party(s) is/are prohibited from defending it, or other Party(s) is/are not adequately defending it's interests, or that an important governmental principle is at issue or that it is in the best interests of the Party(s) to do so. Each Party reserves all rights to

Lane County/City of Coburg/ODOT
Agreement No. 25,380

pursue any claims it may have against the other Parties if it elects to assume its own defense.

6. Parties acknowledge and agree that any Party to this Agreement, including the State, Oregon's Secretary of State Office, the federal government, the County, the City, and their respective, duly authorized representatives shall have access to the books, documents, papers, and records of other Parties which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after execution of this Agreement. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by the requesting Party.
7. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
8. This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification, or change of terms of this Agreement shall bind 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.

IN WITNESS WHEREOF, the Parties, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

This Agreement is executed pursuant to the policies adopted in the I-5 Coburg Interstate Area Management Plan, adopted by the Oregon Transportation Commission, the Lane County Board of Commissioners, and the City of Coburg City Council. Adoption of this document by these entities provides the necessary authorization for the State, County, and City signatories to execute this Agreement.

This Project is in the 2006-2009 Statewide Transportation Improvement Program, (Key #14649) that was approved by the Oregon Transportation Commission on August 17, 2005 (or subsequently approved by amendment to the STIP).

The Oregon Transportation Commission on December 29, 2008, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations. Day-to-day operations include those activities required to implement the biennial budget approved by the Legislature, including activities to execute a project in the Statewide Transportation Improvement Program.

Lane County/City of Coburg/ODOT
Agreement No. 25,380

On September 15, 2006, the Director of the Oregon Department of Transportation approved Subdelegation Order No. 2, Paragraph 1, in which authority is delegated to the Deputy Director, Highways to approve and sign agreements over \$75,000 when the work is related to a project included in the Statewide Transportation Improvement Program or in a line item in the biennial budget approved by the Director. The Director may also delegate to other Administrators the authority to execute intergovernmental agreements over \$75,000 for specific programs such as transportation safety, growth management and public transit.

LANE COUNTY, by and through its designated officials

By _____
Jeff Spartz, County Administrator

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
County Counsel

Date _____

CITY OF COBURG, by and through its designated officials

By _____
Mayor, City of Coburg

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
City Counsel

Date _____

STATE OF OREGON, by and through its Department of Transportation

By _____
Deputy Director, Highways

Date _____

APPROVAL RECOMMENDED

By _____
Technical Services Manager/Chief Engineer

Date _____

By _____
Region 2 Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Assistant Attorney General

Date _____

Lane County/City of Coburg/ODOT
Agreement No. 25,380

Exhibit A

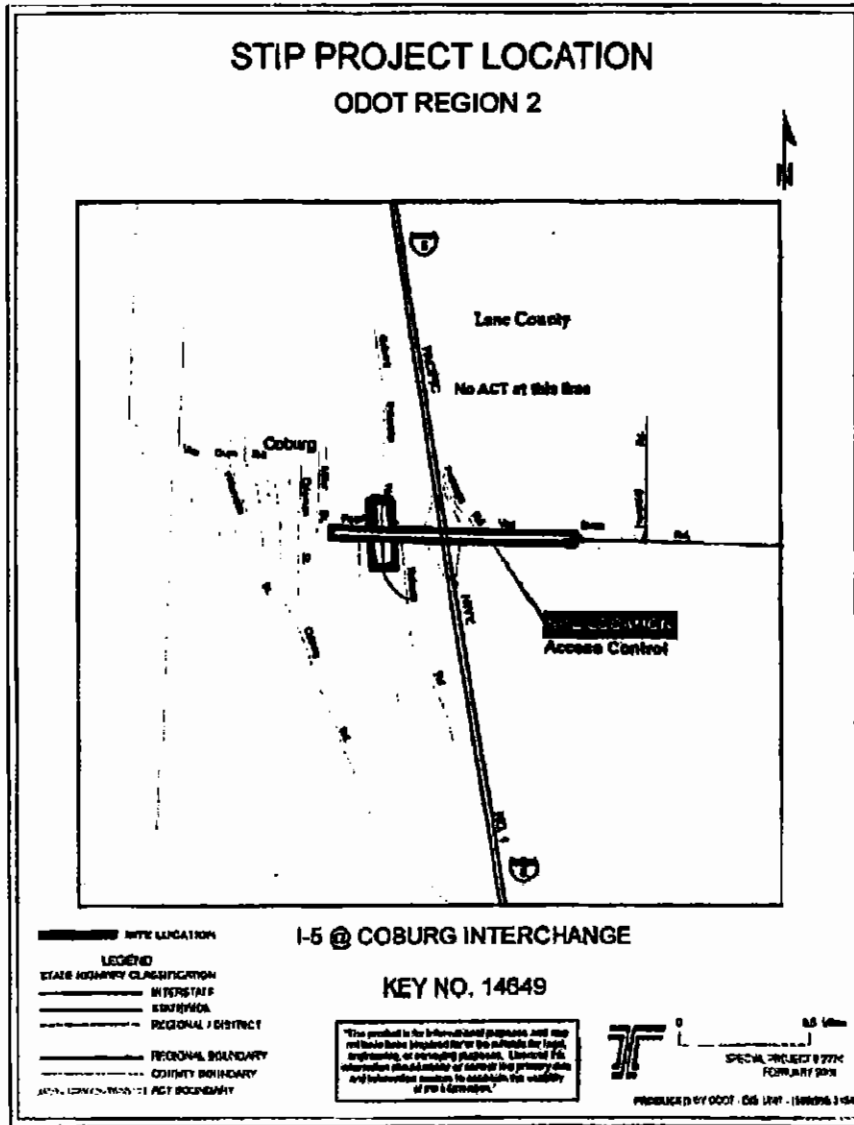
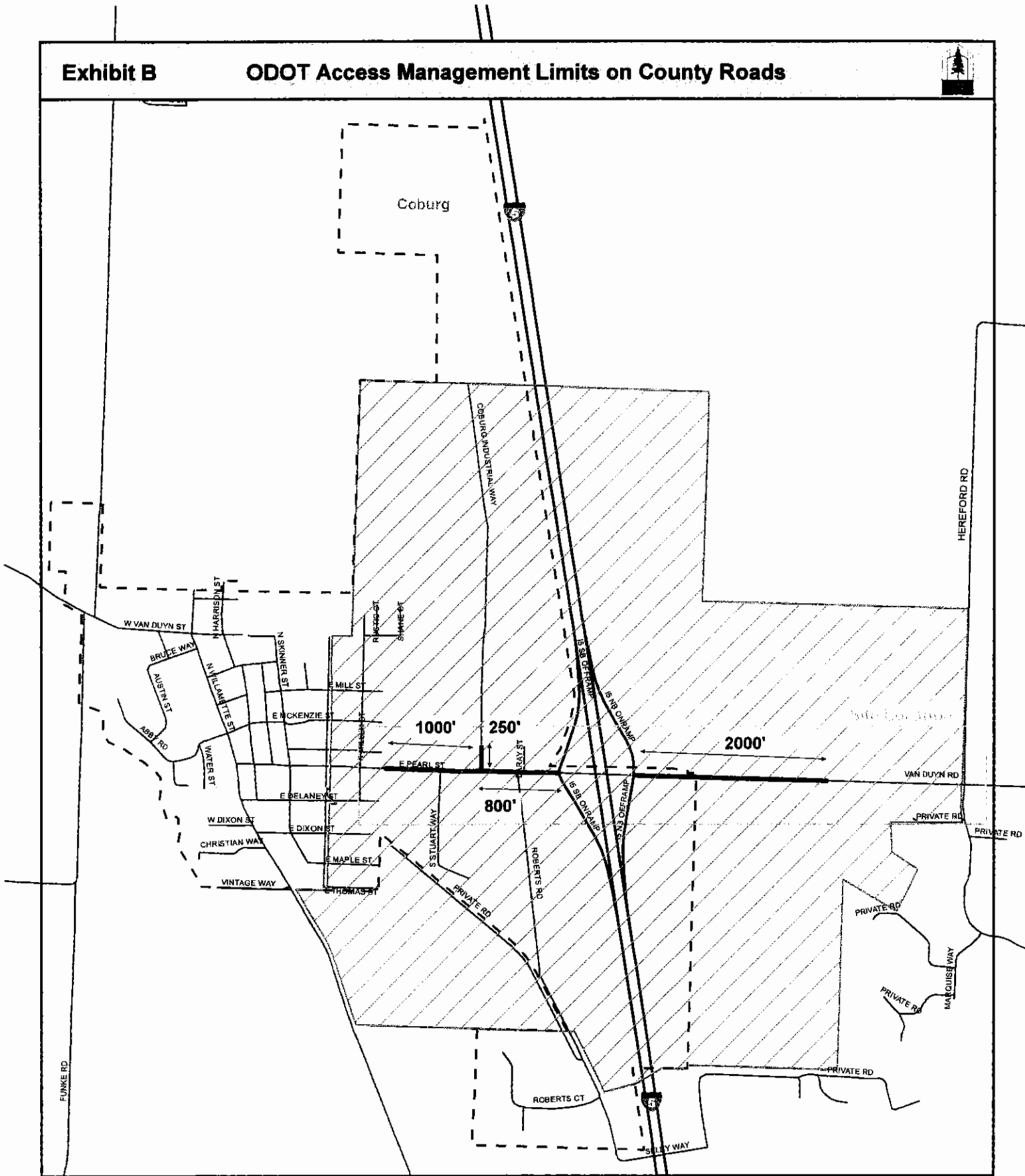


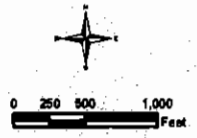
Exhibit B

ODOT Access Management Limits on County Roads



- Coburg IAMP Boundary
- Site Location
- Urban Growth Boundary
- City Limits
- Impacted Roads
- Highways
- Roads

I-5 @ Coburg Interchange



SECTION 6

IAMP Recommended Alternative—Policies and Implementation Measures

Adopting policies and other implementation measures are critical to protecting the Recommended Alternative infrastructure investments. IAMP Section 6 summarizes policies to be adopted by the City of Coburg, Lane County, and the OTC. IAMP Section 7 summarizes development code language to be adopted by the City of Coburg, Lane County, and the OTC. Section 8 summarizes the adoption process and the processes for monitoring and updating the IAMP.

6.1 Policy Framework

The following policy framework is to be adopted by the City of Coburg, Lane County, and the OTC.

6.1.1 IAMP Definition and Purpose

The City of Coburg (City), Lane County (County), and Oregon Department of Transportation (ODOT) recognize the importance of Interstate 5 in the movement of people and goods, and are committed to protecting the function of the Coburg/I-5 interchange (Milepost 199.15). The Coburg/I-5 Interchange Area Management Plan and Boundary is defined as the following:

A City of Coburg Special District in the City of Coburg Comprehensive Plan map and a Lane County Combining (Overlay) zone in the Lane County Comprehensive Plan map within which ODOT will monitor and review development proposals and proposed land use changes and coordinate with the City and County to meet ODOT access safety spacing standards, mobility standards, and address other possible traffic impacts on the subject interchange, as appropriate.

The Coburg/I-5 Interchange Area Management Plan (IAMP) is intended to (1) describe plans for operational, physical, and access improvements; and (2) anticipate and provide direction for the development of land inside the interchange management area in a manner that does not compromise the function or operation of the interchange.

6.1.2 IAMP Policies and Actions

The following policies and actions shall be adopted and implemented by ODOT (through this IAMP and development of the interchange improvement project), and Lane County and the City of Coburg (through amendments to their respective Transportation System Plans and Comprehensive Plans).

1. ODOT and the City of Coburg and Lane County establish the Coburg/I-5 Interchange Management Area overlay as depicted in Figure 6-1.

2. If full construction of the improvements described herein as the Recommended Alternative (Alternative B), and depicted in Figures 4-2 and 5-1, occur in advance of the City of Coburg expanding its urban growth boundary and updating its comprehensive plan and zoning to fully accommodate its regional population and employment forecasts¹⁶, in order to preserve capacity for future City of Coburg comprehensive plan updates, ODOT shall establish alternative mobility standards to protect any excess capacity provided by an improvement at the Coburg/I-5 interchange ramps as follows.

Intersection	Van Duyn Road/I-5 Northbound Ramps	Pearl Street/I-5 Southbound Ramps
Alternative Mobility Standard	0.55 V/C Ratio	0.65 V/C Ratio

3. If full construction of the improvements described herein as the Recommended Alternative (Alternative B) occur in advance of the City of Coburg expanding its urban growth boundary and updating its comprehensive plan and zoning to fully accommodate its adopted population and employment forecasts, in order to preserve capacity for future City of Coburg comprehensive plan updates, the City of Coburg shall establish an alternative mobility standard to protect any excess capacity provided by an improvement at the Pearl Street/Coburg Industrial Way intersection as follows.

Intersection	Pearl Street/Coburg Industrial Way
Alternative Mobility Standard	0.80 V/C Ratio

4. The City and County will coordinate with ODOT prior to amending their transportation system plans, proposing transportation improvements that could affect the function of the Coburg/I-5 Interchange Area, or proposing changes that are inconsistent with the IAMP.
5. If the City expands its urban growth boundary and updates its comprehensive plan and zoning to fully accommodate its adopted population and employment forecasts after construction of the interchange and local access and circulation improvements described herein as the Recommended Alternative (Alternative B), ODOT will work with the City and Lane County to amend the IAMP, as necessary, to support those updates provided those updates are consistent with the planned function of the interchange as stated in the Goals and objectives of the IAMP. This amendment shall include adjustment of the Alternative Mobility Standards at the interchange ramps to accommodate the additional growth, but not to exceed the mobility standards in the OHP that apply to the Coburg/I-5 interchange (ramp terminal $V/C \leq 0.8$). ODOT will also work with the County to modify the alternative mobility standards set for the Pearl Street/Coburg Industrial Way intersection.
6. If the City expands its urban growth boundary to fully accommodate the population and employment forecasts in the Regional Transportation Plan (RTP) before construction of the interchange and local access and circulation improvements described herein as the Recommended Alternative (Alternative B), the mobility standards in the OHP that apply

¹⁶ As adopted for the federally designated Metropolitan Planning Organization planning area, by the Metropolitan Policy Committee (MPC).

- to the Coburg/I-5 interchange (ramp terminal $V/C \leq 0.8$) shall be applied to any subsequent comprehensive plan and zoning updates initiated by the City for the purposes of complying with Oregon Administrative Rule 660-012-0060.
7. The City and County shall coordinate with ODOT in the review of land use applications for areas within the interchange area management boundary. Land use actions within the interchange management area that may affect the performance of an interchange, such as zone changes, land development applications, and requests for new local access, will be consistent with the adopted IAMP. The City Planner shall include ODOT as an agency referral partner. Actions not consistent with the IAMP may only be approved by also amending the IAMP and related transportation system plans consistent with OAR 660-012-0050 and 0055.
 8. The City of Coburg shall adopt traffic impact analysis (TIA) requirements as outlined in Section 7 for the interchange management area. Lane County developments are subject to Lane County TIA requirements, specified in Lane County's TSP, adopted in 2004.
 9. In the event that Coburg seeks to expand its urban growth boundary east of I-5, the City of Coburg, Lane County, and ODOT shall reassess the viability of the IAMP local circulation recommendations and shall identify and ensure any new facilities needed to serve the resulting growth pattern are properly planned for, including an implementation strategy – this reassessment may include consideration of a new or enhanced I-5 bridge crossing to reduce potential travel demand on Pearl Street at the interchange ramp intersections.
 10. Access spacing requirements shall be implemented consistent with and to meet or exceed the minimum standards in the 1999 Oregon Highway Plan, Policy 3C, as follows:
 - (a) When new approach roads are planned or constructed near the interchange, unless no alternative access exists, the nearest intersection on a crossroad shall be no closer than 1,320 feet from the interchange. Measurement is taken from the ramp intersection or the end of a free flow ramp terminal merge lane taper;
 - (b) Existing private accesses shall be closed along Pearl Street and Van Duyn Road where access control has been purchased by ODOT and when alternative access to public roads is provided.
 - (c) Deviations
 - i. Deviations shall be permitted as identified in Section 5.3.3 of this IAMP.
 - ii. Deviations not identified in Section 5.3.3 may be permitted for new access for farm and forestry equipment and associated farm uses, as defined in ORS 215.203, on lands zoned for exclusive farm use, and accepted forest practices on those lands that are within the interchange management area, but only when access meeting the standards in 10(a) above is unfeasible.
 - (d) Until such time as ODOT purchases access rights on any County Road or City Street that is designated for restricted access by this IAMP, any redevelopment of property within the IAMP area that would result in a greater number of average daily trips or an increase in large truck trips will require written approval from the Oregon

Department of Transportation pursuant to an Intergovernmental Agreement to be established between the City of Coburg, Lane County, and ODOT, and subject to the limits of applicable county or city codes. When ODOT has purchased access rights, any redevelopment of property within the IAMP area that would result in a greater number of average daily trips or an increase in large truck trips will be subject to the provision of ODOT's Access Management Administrative Rule (OAR 734-051).

- (e) ODOT shall purchase access control east of I-5 along both sides of Van Duyn Road from the NB interchange ramp terminal to a point 2,000 feet east of the NB terminal and west of I-5 along both sides of Pearl Street from the interchange ramp terminal to a point 1,000 feet west of Coburg Industrial Way. New approaches shall be deed restricted to specific uses.
11. The City and County shall work with ODOT to implement the operational, physical, and access recommendations included in Section 5 of this IAMP.
 12. Work with Lane Transit District to expand bus rapid transit to Coburg (City of Coburg, Lane County).
 13. Market Lane Transit District's Group Pass Program to employers, and promote carpool and vanpool services (City of Coburg).
 14. As Coburg develops, monitor the need for a park-and-ride (City of Coburg, ODOT).