

CLACKAMAS COUNTY BOARD OF COUNTY COMMISSIONERS

Study Session Worksheet

Presentation Date: 1/29/2013 **Approx Start Time:** 9:30 am **Approx Length:** 30 Min.

Presentation Title: Review 1998 and 2011 "Green Corridor" Agreements with Metro and the City of Sandy.

Department: Administration

Presenters: Dan Chandler, Strategic Policy Administrator

Other Invitees: Cam Gilmour

WHAT ACTION ARE YOU REQUESTING FROM THE BOARD?

Direction regarding a course of action on the 1998 and 2011 "Green Corridor" Agreements between the County, Metro and the City of Sandy.

EXECUTIVE SUMMARY:

Clackamas County is a party to two "Green Corridor" agreements with Metro and the City of Sandy. The first was entered into in 1998. The second agreement, entered into in 2011, reduced the effect and the scope of the area covered, and was negotiated by the parties in the context of a threatened appeal of the Urban and Rural Reserves decision.

Last year, the Boring Community Planning Organization demanded that the County withdraw from the two agreements. A memorandum discussing the two agreements is attached, along with a letter and position statement from the Boring CPO.

Last fall, staff identified the specifically affected property owners and offered to meet with them to discuss potential changes to the agreement. The CPO indicated that it would prefer that the County withdraw completely from both Agreements.

FINANCIAL IMPLICATIONS (current year and ongoing):

LEGAL/POLICY REQUIREMENTS:

The 2011 agreement was negotiated as part of the Urban and Rural Reserves process. The reserves decision is currently pending before the Oregon Court of Appeals. The 2011 Agreement is not effective until a final court decision approving the Urban and Rural Reserves.

MEMORANDUM

To: Board of County Commissioners

From: Dan Chandler
Strategic Policy Administrator

Re: "Green Corridor" Agreement

Date: March 29, 2012

There have been some recent questions raised about the recent Green Corridor Agreement with City of Sandy. This memorandum summarizes some of the key issues.

The 1998 Green Corridor Agreement

In 1998, the City of Sandy, Metro and Clackamas County signed an Intergovernmental Agreement dubbed the "Green Corridor Agreement." The Oregon Department of Transportation was listed as a party to the agreement, but never signed it.

The 1998 Green Corridor Agreement had two main features – designation of a "rural reserve" for a very large area between Gresham and Sandy, and designation of a 400-foot wide "green corridor" along Highway 26 between Gresham and Sandy.

1998 Land Use Restrictions

The 1998 agreement precluded the county from relaxing zoning restrictions ("up-zoning") any land in the reserve, and from expanding existing rural commercial or industrial zones unless approved by the city. The agreement also contemplated that the county would prohibit or further restrict then-permitted uses like churches and schools. Together, these restrictions precluded most new development in a large area of the county.

1998 Buffering Requirements

The 1998 agreement required the county to adopt design standards, buffering and screening requirements along the entire green corridor (VI(A)), and to develop a plan for visual screening of existing non-rural development (VI(B)).

The Metro Urban/Rural Reserves Decision

The 2010 Metro Urban and Rural Reserves decision designated 4200 acres in the Damascus/Boring area as an Urban Reserve. The Urban Reserve designation focuses industry and job creation uses. Throughout the process, the City of Sandy opposed the Urban Reserve designation, arguing that it was inconsistent with the 1998 IGA. After

Metro adopted the Reserves, the City of Sandy challenged the decision before the Land Conservation and Development Commission. The City indicated that it might agree to a new agreement that eliminated most of the development restrictions, provided that there was a chance to create visual buffers for new development.

The 2011 Agreement

The 2011 Agreement rolled back the land use restrictions in the 1998 Agreement, and shrank the buffer area. As others have noted, the Board of County Commissioners expressly deleted the reference to eminent domain from an earlier draft of the agreement.

The agreement contains purely voluntary provisions for pre-development screening. If a property owner wishes to grant a buffer easement, the parties will try to obtain funding for plantings.

The other section of the agreement addresses concept planning for future urban reserves. There are several key points to keep in mind:

- Concept planning will be done by a city or cities that are not a party to the agreement. The IGA notes that “Metro’s regulations do not prescribe a precise outcome to the planning process.” Later, the IGA uses the phrase “strive to ensure.” A future city may well choose not to implement the buffering provisions at all.
- The IGA speaks to buffers where “such a buffer may be imposed as a condition of development.” Even if a future city adopts the provision as written, a buffer requirement would need to be rationally related to the impact of a proposed development. A large buffer on a small parcel would likely not have the required nexus. The provision would most likely come into play, if at all, where a future developer had consolidated large parcels together, and included highway frontage.

	1998 Agreement	2012 Agreement
Green Corridor Buffer Width	200 feet on each side along entire right of way.	50 feet buffer as potential part of future concept plan, Only on the South side, and only on the Urban Reserve portion. If a future city chooses to implement the provision, the buffer would only be imposed as a condition of approval of an actual development application.
No upzonings.	No zone changes, or expanded commercial, industrial or residential development unless approved by the City.	Urban Reserve can be included in the UGB and developed to full urban potential. Property owners in other areas are free to

		seek any zone changes allowed by state law.
Screening in advance of urbanization.	... the County, City and Metro shall develop a program of visual screening. Such a program shall contain a landscaping/screening plan for the Green Corridor, which will include identification and prioritization of areas to be screened, and cooperative implementation and maintenance measures.	Parties will work together in good faith to establish buffers in advance of urban development,

Other Issues

ODOT Role.

ODOT did not sign the 1998 Agreement, and was not asked to sign the 2011 agreement. The ODOT-related provisions in the 1998 Agreement would have imposed restrictions on access to the highway, and would have required items like driveway consolidation.

Is 1998 Agreement Still In Force?

Staff anticipates that County will formally terminate the 1998 Agreement once the Urban and Rural Reserves are adopted.

Does the Agreement Violate ORS 215.503?

ORS 215.503 requires individual property owner notice for zone changes that restrict the use of property. The 2011 Agreement contains non-binding provisions for a future city concept plan, and doesn't change any zoning, so ORS 215.503 does not apply.

Did The County Do Outreach To the Boring CPO on the 2011 Agreement?

The 1998 IGA was discussed at length during the Urban/Rural Reserves process. While the former Boring CPO chair was on the Citizen Advisory Committee for Urban and Rural Reserves, we did not do any specific outreach to the Boring CPO before adopting the 2011 revisions. While the 2011 agreement was less restrictive, and allowed more development than the 1998 agreement, this was probably a lesson learned for the County.

2011 Agreement

INTERGOVERNMENTAL AGREEMENT ON HIGHWAY 26 CORRIDOR AMONG CITY OF SANDY, CLACKAMAS COUNTY, METRO

This Agreement is entered into by and between the City of Sandy ("City"), Clackamas County ("County") and Metro ("Metro") (collectively, the "Parties") pursuant to ORS 190.003 to 190.110, which allows units of government to enter into agreements for the performance of any or all functions and activities which such units have authority to perform.

RECITALS

WHEREAS, The Portland metropolitan region and neighboring cities outside Metro's jurisdictional boundaries are expected to experience substantial population and employment growth by the year 2060; and

WHEREAS, Anticipated urban growth and development in the Metro area will affect neighboring cities outside Metro's jurisdictional boundaries, and anticipated urban growth and development in the neighboring cities will affect jurisdictions within Metro's boundaries; and

WHEREAS, The City wishes to maintain its own identity, separate and distinct from the metropolitan area; and

WHEREAS, Metro and the County share the City's desire to maintain a separation between the City and the metropolitan area; and

WHEREAS, Highway 26 eastbound between the cities of Gresham and Sandy is the gateway to the Mount Hood recreational area, a nationally-recognized scenic and recreational resource; and

WHEREAS, pursuant to Senate Bill 1011 (2007) County and Metro have adopted both Urban and Rural Reserves in and around the Highway 26 Corridor between Gresham and Sandy; and

WHEREAS, the County, City and Metro previously entered into an Intergovernmental Agreement (the Green Corridor/Rural Reserve Agreement) for the purpose of preserving the rural character of the area between the Metro UGB and the Sandy Urban Reserve; and

WHEREAS, The City, the County and Metro are interested in preserving and protecting the visual character of the Highway 26 Corridor as it passes through the area subject to this Agreement; and

NOW, THEREFORE, the City, the County and Metro agree as follows:

Hammer A 1105

AGREEMENT

I. Purpose

The Parties agree that they are mutually interested in and will work together to:

- A. Preserve the distinct and unique identities of the City and the metropolitan area by maintaining a separation between the City and the metropolitan area.
- B. Preserve and protect the rural and natural resource character and values of Rural Reserve areas along the corridor that separate the City from the metropolitan area.
- C. Establish a plan to protect the unique visual character of the Highway 26 Corridor.

II. Definitions

- A. "Highway 26 Corridor" means the area along State Highway 26 between the cities of Gresham and Sandy.
- B. "Clackanomah Urban Reserve" means Urban Reserve Areas 1D and 1F as designated in Metro's Regional Framework Plan, and shown on Exhibit A hereto.

III. Pre-Development Buffering

The Parties:

A. Intend that urban development along the Highway 26 Corridor shall be screened from the Highway in a fashion that reasonably retains the rural visual character of the corridor. The parties agree that a 50-foot wide buffer containing a thick screen of evergreen trees will achieve this goal.

The County and the City:

B. Will work together in good faith to establish buffers in advance of urban development, either within the existing highway right of way or through the acquisition of appropriate easements on private land adjacent to the highway.

C. If one or more owners of real property within the Highway 26 Corridor grants an appropriate easement(s), will establish a vegetated buffer within the easement(s) consistent with the terms of this Agreement.

D. Where an affected property owner is willing to grant an easement(s), will seek funding to establish evergreen plantings within the buffer. Funds provided by any of the Parties for the buffer may be reimbursed through fees paid by future development in the urban reserve area.

E. If an affected property owner does not grant an appropriate easement to establish the buffer, will discuss alternative methods and or incentives to obtain the necessary easements.

IV. Concept Planning for Clackanomah Urban Reserves.

A. The Parties recognize that the addition of any portion of the Clackanomah Urban Reserve into the Urban Growth Boundary will be preceded by and conditioned upon development of a concept plan by the appropriate local governments pursuant to Title 11 of the Metro's Urban Growth Management Functional Plan. The Parties further recognize that the concept planning process is a collaborative process between the jurisdiction that will ultimately provide services to the Clackanomah Urban Reserve and other affected jurisdictions, including the Parties. Metro's regulations do not prescribe a precise outcome to the concept planning process.

B. Prior to approving an amendment to the UGB to add any portion of the Clackanomah Urban Reserve, Metro shall determine that the appropriate city or the County has complied with the provisions of Title 11 for any portion of the Clackanomah Urban Reserve. The Parties will strive to ensure that the concept plan calls for the following in land use regulations adopted following addition to the UGB:

- a. Prior to approval of any commercial, industrial or urban-level residential development in the concept plan area, parcels located within the Clackanomah Urban Reserve and abutting Highway 26 shall provide a vegetated buffer screen along the entire highway frontage, to a depth of 50 feet where such a buffer can be imposed as a condition of development. Within the buffer area existing trees shall be preserved to the greatest extent possible. New evergreen trees at least eight feet in height at planting and capable of growing to at least 30 feet in height shall be planted at a density that will create a visual screen within five years. This provision shall not apply to the development of roads, utilities, or other public facilities;
- b. Appropriate limitations on signs oriented to Highway 26 except where required for reasons of public safety;
- c. Achievement of the principles relating to the Clackanomah Urban Reserves set forth in Exhibit B of the Intergovernmental Agreement between Metro and Clackamas County to Adopt Urban and Rural Reserves, attached to this Agreement; and
- d. Orientation of commercial retail development toward the interior of the Clackanomah Urban Reserves and away from the Highway 26 Corridor.

As used above, "strive to ensure" means the Parties will individually and collectively use their best efforts.

C. Metro will require that provisions in the concept plan that implement paragraphs IV.B.a through d of this Agreement be adopted into the comprehensive plan and land use regulations of the County or the city responsible for urban planning in the portion, or both.

V. Notice and Coordination Responsibilities

A. The County shall provide the City and Metro with notice and an opportunity to comment at least 30 days prior to the first scheduled public hearing on plan amendments or zone changes within the Clackanomah Urban Reserve.

B. The County shall provide the City, Metro and ODOT with notice and an opportunity to comment at least 15 days prior to administrative action on any development applications (including, but not limited to, conditional use permits and design review) within the Clackanomah Urban Reserve.

C. The County shall provide the City and Metro with notice and an opportunity to comment on any proposed concept plan for any portion of the Clackanomah Urban Reserve.

D. In order to fulfill the cooperative planning provisions of this agreement the City, County and Metro shall provide each other with needed data, maps, and other information in hard copy or digital form in a timely manner without charge.

VI. Amendments to this Agreement

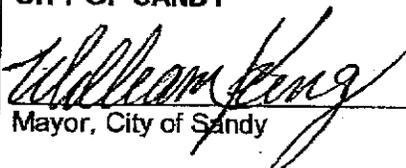
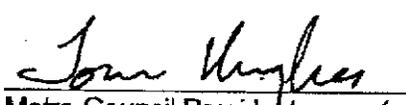
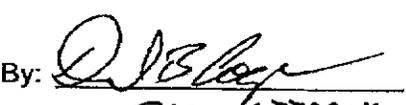
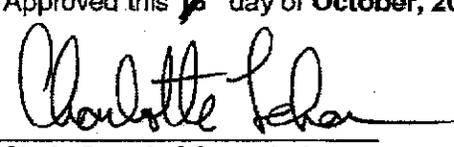
This Agreement may be amended in writing by the concurrence of all three Parties. The terms of this agreement may be reviewed at the time that the Parties adopt modifications to related agreements.

VII. Effectiveness and Termination

A. This agreement will be effective upon acknowledgement of the designation by Metro of urban reserves in Clackamas County pursuant to ORS 195.145(1)(b) and a final decision on any appeal of the acknowledgement. This agreement shall continue until terminated by any of the Parties, following a written explanation for the proposed termination and consultation with the other Parties, by written notice from the Party. The agreement shall terminate 60 days following receipt of the notice by the other Parties.

VIII. Severability

If any section, clause or phrase of this agreement is invalidated by any court of competent jurisdiction, any and all remaining parts of the agreement shall be severed from the invalid parts and shall remain in full force and effect.

<p>CITY OF SANDY</p> <p> Mayor, City of Sandy</p> <p>ATTEST:</p> <p>By:  City Recorder</p> <p>METRO</p> <p> Metro Council President 12/13/11</p> <p>ATTEST:</p> <p>By:  MEMO ATTORNEY</p>	<p>CLACKAMAS COUNTY</p> <p>Approved this ⁰⁰1st day of October, 2011.</p> <p> Chair, Board of Commissioners</p> <p>ATTEST:</p> <p>By:  Recording Secretary D.I.</p>
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Metro | Making a great place

The City of Metro and Cheekamus County, Oregon, are pleased to announce the Interlocal Agreement between Metro and Cheekamus County, Oregon, regarding the transportation of public transit services. This agreement is a significant step in the development of a regional transit system and is a key component of Metro's long-term vision for a sustainable, interconnected region. For more information, please contact Metro's Public Information Office at (503) 251-1000.

-  Urban reserve area
-  Rural reserve area
-  Armed Metro urban growth boundary
-  City of Seaside urban growth boundary
-  County boundary

Intergovernmental Agreement Area
 City of Seaside, Cheekamus County, Metro and Oregon Department of Transportation
 October 2, 2011 DRAFT
 0.13 0.5

EXHIBIT A

EXHIBIT B
PRINCIPLES FOR CONCEPT PLANNING OF URBAN RESERVES

1. Except for Areas 4A, 4C, and 4D concept planning for specific, enumerated Urban Reserves on the Urban and Rural Reserves map may occur separately and at different times. Concept planning for Areas 4A, 4C, and 4D must be coordinated so that Area 4C (Borland Road) is planned and developed as the town center serving the vast majority of Area 4A (North Stafford) and Area 4D (South Stafford).
2. A concept plan for any Urban Reserve area must be approved by the county, the city or cities who will govern the area and Metro, with ample opportunities for public involvement, including recognized citizen involvement entities, such as community planning organizations, hamlets and neighborhood associations. Concept plans will recognize community-based planning efforts such as the Stafford Hamlet Values & Vision Statement.
3. The following cities shall be invited to participate in concept planning of the following Urban Reserves:
 - Areas 1D and 1F (Clackanomah) – Damascus, Gresham and Sandy
 - Area 3C (Newell Creek Canyon/Holly Lane) – Oregon City
 - Area 4A and 4B (North Stafford Area) – Tualatin, Lake Oswego and West Linn
 - Area 4C (Borland Road) - Tualatin, Lake Oswego and West Linn
 - Area 4D (South Stafford) - Tualatin, Lake Oswego, West Linn, and Wilsonville
4. Concept plans shall provide that any area added to the UGB shall be governed by one or more of the following cities, or a new city, with preferences to the following:
 - Areas 1D and 1F (Clackanomah) – Damascus and Gresham
 - Area 3C (Newell Creek Canyon/Holly Lane) – Oregon City
 - Area 4A and 4B (North Stafford Area) – Tualatin, Lake Oswego and West Linn
 - Area 4C (Borland Road) - Tualatin, Lake Oswego and West Linn
 - Area 4D (South Stafford) - Tualatin, Lake Oswego, West Linn, and Wilsonville
5. Concept planning for Urban Reserve areas that are suitable for industrial and other employment uses – such as portions of Clackanomah and the Borland Road area - will recognize the need to provide jobs in this part of the region, and that the areas were brought into the Urban Reserves principally meet those needs.
6. Concept planning for Urban Reserve areas that are suitable for a mix of urban uses – such as the Borland Road area – will ensure the areas are developed with the opportunity to provide employment and mixed-use centers with housing at higher densities and intense employment at higher floor-to-area ratios, and will include designs for a walkable, transit-supportive development pattern.

7. Concept planning shall recognize environmental and topographic constraints and habitat areas, such as the buttes in the Clackanomah area, Newell Creek Canyon in Urban Reserve Area 3C and the riparian areas along creeks in the North Stafford Area, recognizing that these areas include important natural features, and sensitive areas that may not be appropriate for urban development. Concept planning will reduce housing and employment capacity expectations accordingly
8. Concept planning for the portion of the Clackanomah area along Highway 26 will recognize the need to provide and protect a view corridor considering, among other things, landscaping, signage and building orientation. Metro and Clackamas County also recognize the need to work with the City of Sandy to revise the existing intergovernmental agreement among the parties.

D.L.



OFFICE OF THE COUNTY ADMINISTRATOR

PUBLIC SERVICES BUILDING
2051 KAEN ROAD | OREGON CITY, OR 97045

October 20, 2011

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of an Intergovernmental Agreement between Clackamas County,
Metro and the City of Sandy Regarding Buffering of Future Urban Uses**

Previous Agreement & New Urban Reserves

In 1998 the county entered into an intergovernmental agreement (1998 IGA) with the City of Sandy and Metro to help Sandy preserve an identity distinct from the Metro Region. The "Green Corridor Agreement" called for the parties to work to create a form of rural reserves in the area between Sandy and the Metro Urban Growth Boundary (UGB).

Last year, the Land Conservation and Development Commission approved long-term urban reserve designation of the area lying west Highway 26 and north of Highway 212 referred to as the "Clackanomah Urban Reserve. This land is prioritized for UGB expansion and eventually development. The designation proceeded following an understanding that the county would work with the city to update the 1998 IGA

Proposed Intergovernmental Agreement on the Highway 26 Corridor

The proposed IGA, (1) Requires the parties to work together in good faith to establish a pre-development visual buffer of evergreen trees along Highway 26, and (2) Requires the parties to address visual issues in concept planning preceding the inclusion of Clackanomah Urban Reserve in the UGB.

The agreement will become effective upon a final decision approving the Metro Urban and Rural Reserves.

The Agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends the Board of Commissioners approve the agreement, and authorize the Chair to sign the agreement on behalf of Clackamas County.

Sincerely,

Dan Chandler
Strategic Policy Administrator

For information on this issue or copies of attachments,
please contact Dan Chandler at 503-742-5394 or dchandler@co.clackamas.or.us

RECORDING MEMO

<input checked="" type="checkbox"/> New Agreement/Contract
Amendment/Change Order Original Number _____
Policy, Reports,

ORIGINATING COUNTY
DEPARTMENT:

Clackamas County Administration
Dan Chandler

PURCHASING FOR: N/A

OTHER PARTY TO
CONTRACT/AGREEMENT:

City of Sandy
Metro

Board Agenda Date: October 20, 2011

Agenda Item Number: D. 1.

PURPOSE:

Intergovernmental Agreement between Clackamas County,
Metro and the City of Sandy Regarding Buffering of Future
Urban Uses (Highway 26 Corridor).

After Recording Please
Return to Dan Chandler, County Administration
(sent to Recording 12-15-11)

Clackamas County Official Records
Sherry Hall, County Clerk
Commissioners' Journals
Agreements & Contracts

2011-4792

12/19/2011 08:13:03 AM

1998 Agreement

78-219

INTERGOVERNMENTAL AGREEMENT ON
GREEN CORRIDOR AND RURAL RESERVE AND POPULATION
COORDINATION
AMONG CITY OF SANDY, CLACKAMAS COUNTY,
METRO AND THE OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is entered into by and between the City of Sandy ("City"), Clackamas County ("County"), Metro ("Metro") and the Oregon Department of Transportation ("ODOT") pursuant to ORS 190.003 to 190.110, which allows units of government to enter into agreements for the performance of any or all functions and activities which such units have authority to perform.

RECITALS

WHEREAS, The Portland metropolitan region and neighboring cities outside Metro's jurisdictional boundaries are expected to experience substantial population and employment growth by the year 2040; and

WHEREAS, Anticipated urban growth and development in the Metro area will affect neighboring cities outside Metro's jurisdictional boundaries, and anticipated urban growth and development in the neighboring cities will affect jurisdictions within Metro's boundaries; and

WHEREAS, The City wishes to maintain its distinct identity, and the City and Metro area interested in maintaining separation of the City from the metropolitan area; and

WHEREAS, To achieve this separation, the City, the County and Metro are interested in creating permanent reserves of rural land between the City and the metropolitan area and taking coordinated action to reduce urban development pressures upon such rural reserve areas; and

WHEREAS, The City, the County, Metro and ODOT have a common interest in planning connecting highways between the City and the Metro area as "Green Corridor" high performance, multi-modal transportation facilities, where access is tightly controlled and development pressures are minimized; and

WHEREAS, The City, the County, Metro and ODOT further intend such Green Corridors to reinforce the separate and distinct identities of the City and the Metro area, support a multi-modal transportation system and intra-urban connectivity, and encourage economic development within the City; and

WHEREAS, The City, the County, Metro and ODOT are interested in preserving and protecting the rural and natural resource character of rural reserve areas along the Green Corridor that separate the City from the

11/19/97 PA 3 PP1

metropolitan area, and are further interested in protecting farm and forest activities in those areas from development pressures and incompatible uses; and

WHEREAS, Statewide Planning Goal 2, Land Use Planning, requires that local government comprehensive plans and implementing measures be coordinated with the plans of affected governmental units and that local government, state and federal agency and special district plans and actions relating to land use be consistent with the comprehensive plans of cities and counties and regional plans adopted under ORS Chapter 268; and

WHEREAS, OAR 660, Division 12 requires ODOT, Metro, and the City and County to prepare and adopt, respectively and in coordination with each other, state, regional and local transportation system plans establishing a coordinated network of transportation facilities to serve state, regional and local transportation needs; and

WHEREAS, ORS 195.036 requires the coordination of population forecasts; the City with the County and Metro with the County;

NOW, THEREFORE, the City, the County, Metro and ODOT agree as follows:

AGREEMENT

I. Purpose

The parties agree that they are mutually interested in and will work together to:

A. Preserve the distinct and unique identities of the City and the metropolitan area by maintaining a separation of the City from the metropolitan area.

B. Plan and manage connecting highways between the City and the Metro area as Green Corridor high performance, multi-modal transportation facilities.

C. Recognize that each Green Corridor is critical to inter-urban connectivity and to support and encourage economic development and a jobs-to-housing balance within the City.

D. Preserve and protect the rural and natural resource character and values of Rural Reserve areas along the Green Corridor that separate the City from the metropolitan area.

E. Control access to the Green Corridor to maintain the function, capacity and level of service of the facilities, enhance safety and minimize development pressures on Rural Reserve areas.

F. Establish a plan to protect the unique visual character of each Green Corridor.

G. Designate areas of rural land to separate and buffer Metro's Urban Growth Boundary and Urban Reserve areas from the City's Urban Growth Boundary and Urban Reserve areas.

H. Act together to reduce development pressures upon Rural Reserve areas and thereby enhance certainty and viability of resource uses in the Rural Reserves.

II. Definitions

A. "Green Corridor" means the high performance, multi-modal transportation facilities connecting the City to the metropolitan area along Hwy. 26, and the surrounding identified rural lands within which the rural and natural resource character will be preserved and protected to maintain separation between the City and the metropolitan area and preserve the unique identities of the City and the metropolitan area.

B. "Rural Reserve" areas are those areas identified by the parties pursuant to the terms of this agreement to provide a permanent separation and buffer between Metro's Urban Growth Boundary and Urban Reserve areas and the City's Urban Growth Boundary and Urban Reserve areas and thereby maintain the distinct identity and character of the City and the metropolitan area.

III. Establishment and Amendment of Green Corridor Boundaries

A. Establishment of Green Corridor boundaries.

1. Until permanent Green Corridor boundaries are established as provided for in this Agreement, interim Green Corridor boundaries shall be established which extend out a distance of 200 feet from both edges of the right of way of the transportation corridor as shown on map Attachment "A" to this Agreement.

2. Permanent Green Corridor boundaries shall be established by the County in cooperation with the City, ODOT and Metro. The establishment of Green Corridor boundaries and the land use and transportation strategies applied within Green Corridors shall take into consideration:

a. The unique visual and functional characteristics of the corridor.

b. The views from the transportation corridor as seen at normal highway speeds and the width of the area alongside the transportation corridor that affect the function of that corridor.

B. Amendment of Green Corridor Boundaries.

1. Green Corridor boundaries may be amended by the County in cooperation with the City, ODOT and Metro.

2. When amending Green Corridor boundaries, the County shall work in cooperation with the City, ODOT and Metro and consider:

a. The views from the transportation corridor as seen at normal highway speeds;

b. The width of the area alongside the transportation corridor that affects the function of that corridor;

IV. Comprehensive Planning Along Green Corridors

A. County comprehensive plan designations and zoning shall apply to all lands designated as Green Corridors. The development of a Comprehensive Plan and Comprehensive Plan amendments for lands within Green Corridor boundaries shall provide for notice and opportunity for comment with the City, Metro and ODOT.

B. ODOT shall prepare, adopt and amend a state transportation system plan addressing transportation facilities serving state transportation needs within Green Corridor boundaries. The County shall be responsible for the preparation, adoption and amendment of the local and regional transportation system plans for facilities of regional and local significance within Green Corridor boundaries. Preparation, adoption and amendment of the state, regional and local transportation system plans shall provide for coordination with and participation by the City, Metro, and Oregon Department of Transportation and other entities providing transportation facilities or services within Green Corridor boundaries.

V. Land Use and Development within Green Corridor Boundaries

A. The County shall retain current zoning including resource lands within Green Corridor boundaries and agree not to expand rural commercial or rural industrial zones, unless approved by the City.

B. The parties shall work cooperatively to determine whether specific uses which would otherwise be permitted within existing exception areas under

County zoning (e.g. new schools, churches) should be prohibited or restricted within the Green Corridor areas to implement the purposes of this agreement. Within 5 years, provided funding is available, the County shall amend its Comprehensive Plan and implementing Ordinance to comply with this agreement.

VI. Screening, Buffering and Signage

A. Within 5 years, provided funding is available, the County shall amend its Comprehensive Plan and implementing Ordinance to consider application of existing County Plan and Ordinance provisions relating to Scenic Highways to the Green Corridor.

B. For existing non-rural development within adjacent or deemed by the cooperating parties to be a visible intrusion into the Green Corridor, ODOT in cooperation with the County, City and Metro shall develop a program of visual screening. Such a program shall contain a landscaping/screening plan for the Green Corridor, which will include identification and prioritization of areas to be screened, and cooperative implementation and maintenance measures.

C. ODOT shall develop a coordinated program for sign consolidation within the Green Corridor boundaries in cooperation with the County, City and Metro.

VII. Access Management and Roadway Improvements

A. In coordination with the other parties, ODOT will review the access management designation within Green Corridor boundaries and develop a cooperative Access Management Plan that promotes high performance, multi-modal transportation facilities connecting the City to the metropolitan area while limiting development pressures on rural and natural resource lands within the Green Corridor. The Access Management Plan shall include techniques to consolidate and limit accesses to and from the Green Corridor to cooperatively purchase access rights, and/or allow no new accesses to the Green Corridor highway except where no reasonable alternative exists.

B. Improvements to the Green Corridors shall be conducted for the purposes of improving multi-modal, traffic safety, the movement of freight, and aesthetics, and shall not be intended solely to improve access to single-occupancy vehicles.

C. Shared access shall be required to the extent reasonably practicable.

VIII. Establishment and Amendment of Rural Reserve Boundaries

A. Establishment of Rural Reserve boundaries.

1. The Rural Reserve boundaries shall be as shown on map Attachment "A" to this Agreement.

B. Amendment of Rural Reserve Boundaries.

1. Rural Reserve boundaries may be amended by mutual agreement of the parties. The party proposing an amendment to a Rural Reserve boundary shall be the lead coordinating agency and shall be principally responsible for demonstrating how the proposed amendment is consistent with the purposes of this Agreement.

2. No amendment shall be effective until adopted by the governing body of the City, the County, ODOT and Metro.

IX. Comprehensive Planning and Zoning within Rural Reserve Boundaries

A. County comprehensive plan designations and zoning shall apply to all lands within Rural Reserve areas. The development of comprehensive plan policies and zoning for lands within Rural Reserve areas shall provide for notice and opportunity for comment with the City, ODOT and Metro.

B. Metro's Urban Growth Management Functional Plan regarding rural reserves and green corridors shall be used as guidelines in developing a plan for these rural lands and maintain the rural character of the landscape and our agricultural economy.

C. The County shall not upzone existing exception areas or nonresource lands to allow a density of development that is greater than what is permitted by existing zoning as of the effective date of this agreement, unless the City agrees to such a change.

X. Development with Rural Reserve Areas

A. The parties shall work cooperatively to determine whether specific uses which would otherwise be permitted within existing exception areas under County zoning (e.g. new schools, churches) should be prohibited or restricted within Rural Reserve areas to implement the purposes of this agreement.

XI. Population Coordination

A. As the County and City are required by ORS 195.036 to coordinate their population forecasts, and the County and Metro, within its district, are

required to coordinate their population forecasts, this agreement is intended to provide for overall coordination of these forecasts.

B. Whenever the County, City or Metro prepare a draft population forecast, they shall provide copies of the forecast to the other parties. After review by all parties, including the City, County and Metro, if agreement by all three parties is reached, a letter from each party from the Mayor, Chair of the County Commission and Metro Executive to all other parties stating agreement with the forecast shall be sent. Land use planning and other work of the parties based on the population forecasts may then commence. In the event that agreement cannot be reached, the parties agree to bring the matter before a neutral fourth party for mediation.

XII. Notice and Coordination Responsibilities

A. The County shall provide the City, Metro and ODOT with notice and an opportunity to comment at least 30 days prior to the first scheduled public hearing on plan amendments or zone changes within the Green Corridor.

B. The County shall provide the City, Metro and ODOT with notice and an opportunity to comment at least 15 days prior to administrative action on any development applications (including, but not limited to, conditional use permits and design review) within the Green Corridor.

C. ODOT shall provide notice to and opportunity for comment to the City, the County and Metro on access management plans and improvements affecting state highways within the Green Corridor.

D. The County shall provide the city, ODOT and Metro with notice and an opportunity to comment at least 30 days prior to the first scheduled public hearing on any comprehensive plan or land use regulation amendment proposal within a Rural Reserve area.

E. The City shall provide the County, ODOT and Metro with notice and an opportunity to comment at least 30 days prior to the first scheduled public hearing on any comprehensive plan or land use regulation amendment proposal within a Rural Reserve area.

F. Metro shall provide notice to and provide opportunity for comment to the City, ODOT and the County at least 30 days prior to the first scheduled public hearing on any proposed urban growth boundary, urban reserve boundary or functional plan amendment within a Rural Reserve area.

G. In order to fulfill the cooperative planning provisions of this agreement the City, County, Metro and ODOT shall provide each other with needed data, maps, and other information in hard copy or digital form in a timely manner without charge.

XIII. Amendments to this Agreement

This Agreement may be amended in writing by the concurrence of all parties. The terms of this agreement may be reviewed at the time that the parties adopt modifications to related agreements.

XIV. Termination

This agreement shall continue indefinitely. It may be terminated by any of the parties within 60 days written notice to the other parties.

XV. Severability

If any section, clause or phrase of this agreement is invalidated by any court of competent jurisdiction, any and all remaining parts of the agreement shall be severed from the invalid parts and shall remain in full force and effect.

CITY OF SANDY

Lynda K Malone
Mayor, City of Sandy

ATTEST:

By: Scott Lazenby
City Recorder

METRO

Mike Burt
Metro Executive

OREGON DEPARTMENT OF
TRANSPORTATION

Director

ATTEST:

ATTEST:

By: [Signature]
City Recorder

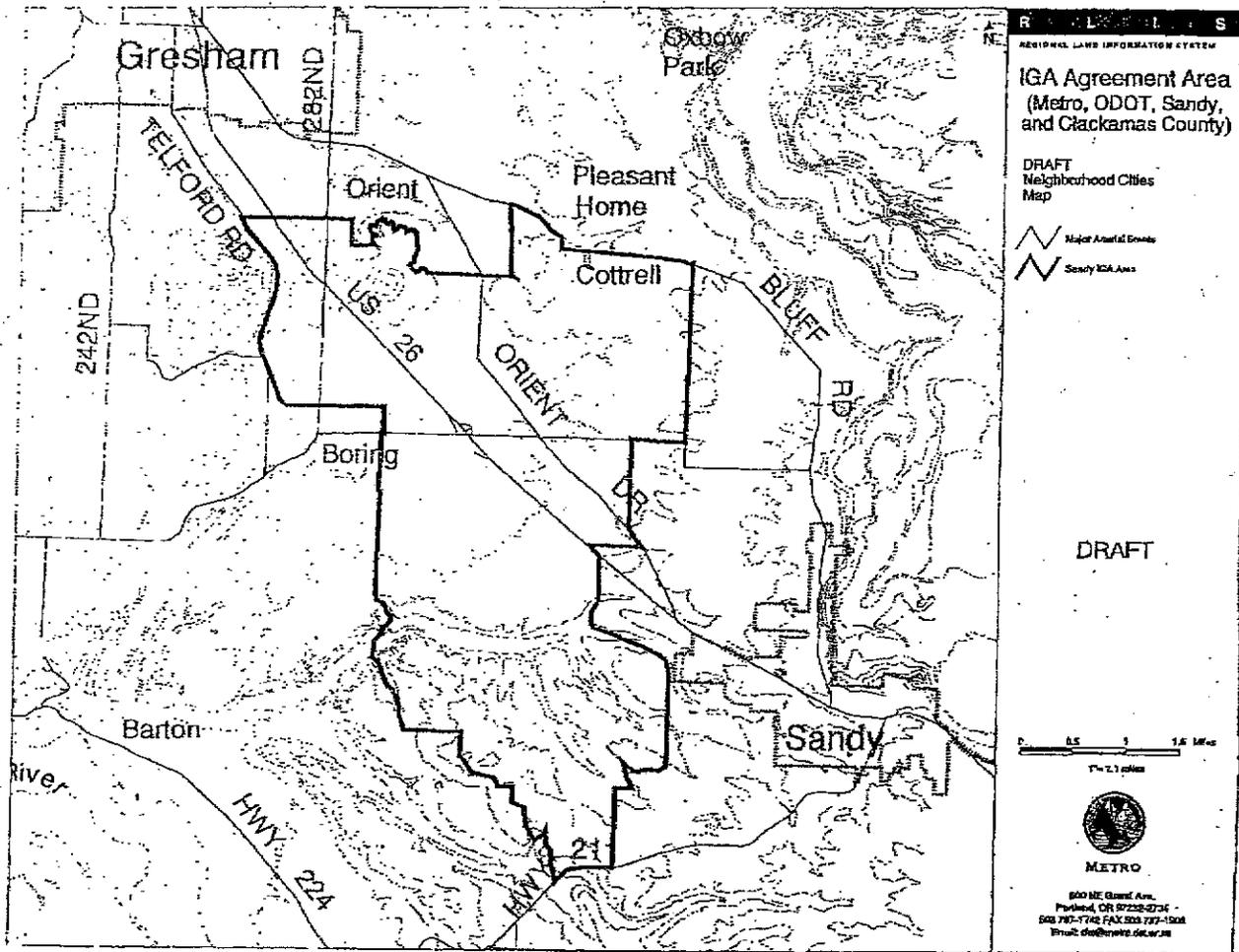
By: _____
Recording Secretary

CLACKAMAS COUNTY

Bill Cannon
Chairperson, Clackamas County
Board of Commissioners

ATTEST:

By: Mellicent Morrison
Recording Secretary



**Boring Oregon
& Dull Scotland
A Pair for the Ages**

BOARD OF COMMISSIONERS

SEP 10 2012

Every August 9th is a Boring & Dull Day

BORING COMMUNITY PLANNING ORGANIZATION

P. O. Box 339, Boring, Oregon 97009

Stephen Bates, Chair

DAYTIME TELEPHONE: 503-663-6271

EMAIL: Sbates53@aol.com

September 4, 2012

Chair Charlotte Lehan
Clackamas County Board of County Commissioners
2051 Kaen Road
Oregon City, Oregon 97045

Dear Chair Lehan, **COPY FOR COMMISSIONER JAMIE DAMON**

The Boring Community Planning Organization, at its regularly scheduled meeting on April 3, 2012 voted unanimously to adopt a Position Statement concerning the 1997/1998 and 2011 Intergovernmental Agreements concerning the Highway 26 Corridor. This Position Statement "demands" that the Clackamas County Board of Commissioners withdraw from these referenced Agreements. A copy for your convenience is enclosed.

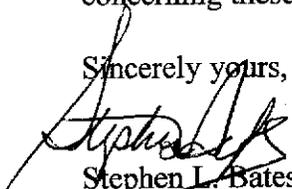
This was mailed to all members of the Commission and to this date, we have yet to receive an official response.

At its regularly scheduled public meeting on September 4, 2012, by majority vote, the Boring CPO endorsed a Petition of Demand to the Clackamas County Board of Commissioners for withdrawal from said Agreements.

Enclosed is a copy of this Petition of Demand with signatures of affected property owners that represent the majority of properties on the Highway 26 Corridor as described in the referenced 2011 Agreement.

We respectfully request an official response from the Board of Commissioners concerning these two items.

Sincerely yours,


Stephen L. Bates
Chair

cc: Boring CPO Communications File
attachments (2) a) copy of Position Statement
b) copies of Five (5) Petition of Demand Signature Sheets

BORING COMMUNITY PLANNING ORGANIZATION

"A Forum for Communication and Discussion of Information for a Vibrant Community"

Stephen Bates, Chair

DAYTIME TELEPHONE: 503-663-6271

EMAIL: Sbates53@aol.com

www.boringcpo.org

Concerning the

2011 INTERGOVERNMENTAL AGREEMENT ON HIGHWAY 26 CORRIDOR AMONG CITY OF SANDY, CLACKAMAS COUNTY, METRO

As adopted by Metro under Resolution No. 11-4302

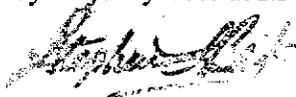
And the 1997/1998 INTERGOVERNMENTAL AGREEMENT ON GREEN CORRIDOR AND RURAL RESERVE AND POPULATION COORDINATION

POSITION STATEMENT

Representing the residents and property owners within the unincorporated area known as Boring, Oregon; the Boring Community Planning Organization hereby ***demand***s that the Clackamas County Board of Commissioners withdraw from the referenced Agreements with a Letter of Termination for the following reasons and understandings:

- A) The people of Boring, particularly the affected property owners, were not given the opportunity to participate in the process up to and including adoption of the 2011 Agreement.
- B) As the 2011 Agreement bears the word "Easement" of Highway Frontage Properties, the City of Sandy, Clackamas County and Metro have apparently violated ORS 215.503 which requires notification of each property owner when there is a change to the acceptable use or negative impact of value of property.
- C) The 2011 Agreement condemns property of Boring landowners; giving the City of Sandy the right to require an "Easement" outside of its legal City Limits.
- D) The 2011 Agreement requires the property owner to continue to pay property taxes on land that cannot be used for any purpose other than a "screen/buffer".
- E) The 2011 Agreement requires "Easements" and tree planting at the expense of the land owner, without guaranteed remuneration.
- F) The only financial impact of the 2011 Agreement is absorbed by Boring property owners. There is no financial impact for the City of Sandy or Metro.
- G) The 2011 Agreement convolutes the ability for Boring property owners to facilitate their rights to use their property as they see fit.
- H) The 1997/1998 Agreement does not have an expiration date and included ODOT.
- I) The 2011 Agreement does not state that it supersedes any previous agreements and does not include ODOT.
- J) The City of Sandy and Metro should have no jurisdiction, responsibilities or influence beyond the respective boundaries of each entity.

Adopted by majority vote at its regular scheduled meeting, April 3, 2012;



Stephen L. Bates, Chair