

HAND DELIVERED

October 8, 2010

**VIA HAND DELIVERY**

John VanLandingham  
Chair  
Land Conservation and Development Commission  
635 Capitol St. NE, Ste. 150  
Salem, OR 97301-2540

DEPT OF

OCT 08 2010

LAND CONSERVATION  
AND DEVELOPMENT

RE: City of Sandy and Metro/Clackamas County Reserves

Dear Mr. VanLandingham:

On behalf of the City of Sandy, we respectfully request that the City be permitted to testify during the Commission's October 19-22, 2010 hearing on the Metro area urban and rural reserve designations. We also request that this letter be placed into the Commission's official record in this matter.

Although the City did not submit objections to the Department regarding the local decisions,<sup>1</sup> the Commission's rules grant a right of oral argument to "[o]ther affected local governments" at Commission hearings. *See* OAR 660-025-0085(5)(c).

The term is not defined for the purposes of the division 25 rule governing Commission hearings. However, the subsection itself clearly distinguishes between "the local government or governments whose decision is under review," "persons who submitted objections" and "[o]ther affected local governments." Under the Commission's rules all three groups are entitled to present oral argument.<sup>2</sup>

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<sup>1</sup> While of no consequence to this request, the City did appear before and submit testimony to both Metro and Clackamas County prior to their respective decisions. *See* May 17 and May 25, 2010 letters from Mayor Linda Malone to Metro and Clackamas County, respectively.

<sup>2</sup> Because the reserves decisions are processed according to periodic review procedures, it is logical that local governments other than the one(s) subject to periodic review have the ability to testify. The plans and regulations of one local government necessarily affect other local governments. The periodic review rules recognize that it is "a cooperative process between the state, local governments, and other interested persons." OAR 660-025-0010.

### **The Reserves Decision Affects Sandy**

Metro proposes designating areas 1D and 1F as urban reserves. This proposal violates an existing intergovernmental agreement between the City, Metro and Clackamas County.

In 1998, the City, Metro and Clackamas County executed a rural reserve and green corridor agreement (“1998 Reserves IGA”). Among other things, the 1998 Reserves IGA establishes rural reserves in Clackamas County between Metro’s UGB and Sandy’s URA.<sup>3</sup> Unfortunately, areas 1D and 1F are currently designated as rural reserves in the 1998 Reserves IGA.

The designation of areas 1D and 1F as urban reserves would clearly amend the 1998 Reserves IGA’s rural reserve boundaries.<sup>4</sup> However, no amendment to those rural reserve boundaries is effective until it is “adopted by the governing body of the City, the County, ODOT and Metro.” To date, the Sandy City Council has not adopted the proposed amendment.

The proposed amendment to and violation of the 1998 Reserves IGA affects Sandy in so far as it has a contractual right to agree (or disagree) with any proposed amendment. Thus, the City is an “affected local government” under OAR 660-025-0085(5)(c).

### **Sandy’s Concerns**

The parties have discussed amending the 1998 Reserves IGA.<sup>5</sup> The City has commented on and edited proposed language that would make such amendments. The process has stalled, however. The City realizes that the reserves process is very wide-ranging and time consuming. It knows that reconciling the reserves decision with the 1998 Reserves IGA is one of several tasks Metro and Clackamas County confront in this effort. However, it would very much appreciate arriving at mutually agreeable terms as soon as possible and asks the Commission to at least consider imposing a reasonable deadline on such an amendment.

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<sup>3</sup> Please find Resolution No. 2010-15 attached to this letter. It incorporates the 1998 Reserves IGA. The Commission may take official notice of the resolution pursuant to OAR 660-025-0085(5)(e)(F). Alternatively, the City requests that the Commission accept this information in accordance with its authority under OAR 660-025-0085(5)(d) in order to confirm that Sandy is “affected” by the reserves decision.

<sup>4</sup> See map at Resolution 2010-15, Ex. A, p. 11.

<sup>5</sup> The intergovernmental agreements between Metro and Clackamas County require both parties to amend the 1998 Reserves IGA.

October 8, 2010  
Page 3

In the absence of an amended IGA, the City intends to address at the hearing issues raised in the objections and the staff report regarding areas 1D and 1F and whether they are appropriately designated as urban reserves. The City is particularly concerned about area 1F. It is classified as Foundation Agricultural Land and is directly south of U.S. 26. Its potential urbanization threatens the type of farmland that is most important to the long term vitality of Oregon's agricultural industry. Urbanizing 1D and 1F would also, without appropriate mitigation, significantly undermine a central purpose of the 1998 Reserves IGA – to maintain the separation of Sandy from the Portland metro area.

We look forward to testifying before the Commission at its October 19-22 hearing.

Sincerely,



David F. Doughman

Attachment

cc: Scott Lazenby, City Manager, City of Sandy (via email; w/o attachments)

RESOLUTION NO. 2010-15

**A RESOLUTION REQUESTING METRO AND CLACKAMAS COUNTY COMPLETE NEGOTIATIONS WITH THE CITY OF SANDY TO IMPLEMENT A NEW RESERVES INTERGOVERNMENTAL AGREEMENT**

**WHEREAS**, the City of Sandy, Clackamas County and Metro are parties to an 1998 intergovernmental agreement that, among other things, delineates and establishes rural reserves in the County between Metro's Urban Growth Boundary and Sandy's Urban Reserve Area;

**WHEREAS**, that IGA (the "1998 IGA") is attached to this resolution as Exhibit A and incorporated by reference;

**WHEREAS**, the County and Metro recently adopted urban and rural reserves in accordance with SB 1011 (the "2010 Reserves Decision");

**WHEREAS**, the 2010 Reserves Decision violates the 1998 IGA because it designates as urban reserves certain lands the 1998 IGA identifies as rural reserves and that designation has not been adopted by the City Council as the 1998 IGA requires;

**WHEREAS**, the some of the property designated as urban reserves in the 2010 Reserves Decision and rural reserves in the 1998 IGA is classified as Foundation Agriculture Land; and

**WHEREAS**, this property should only be urbanized (if at all) with sensitivity to its features and in accordance with the purposes and intent of the 1998 IGA.

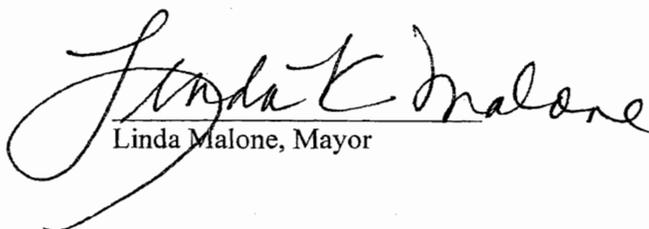
**NOW, THEREFORE**, the Sandy City Council resolves as follows:

Section 1. Maintaining the separate and distinct identities of the City and the Metro area is paramount to the City and, as expressed in conversations with their representatives, important to Metro and the County as well.

Section 2. In order to further the parties' good faith attempt to resolve the dispute over the 2010 Reserves Decision and the violation of the 1998 IGA, Metro and Clackamas County are respectfully requested to complete their review of the City's draft amendments to the 1998 IGA within the next two weeks. The City continues to be prepared to work with Metro and the County in order to agree on a compromise that will meet the intent of the 1998 IGA while permitting urban designations on lands currently designated as rural reserves.

Section 3. This resolution is effective immediately upon its enactment.

Passed by the Council and signed by the Mayor this 4<sup>th</sup> day of October, 2010.

  
Linda Malone, Mayor

ATTEST:  
  
Karen Evatt, City Recorder

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

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

Linda K Malone  
Mayor, City of Sandy

ATTEST:

By: Scott Lazenby  
City Recorder

OREGON DEPARTMENT OF  
TRANSPORTATION

METRO

Mike Burt  
Metro Executive

\_\_\_\_\_  
Director

ATTEST:

By: [Signature]  
City Recorder

ATTEST:

By: \_\_\_\_\_  
Recording Secretary

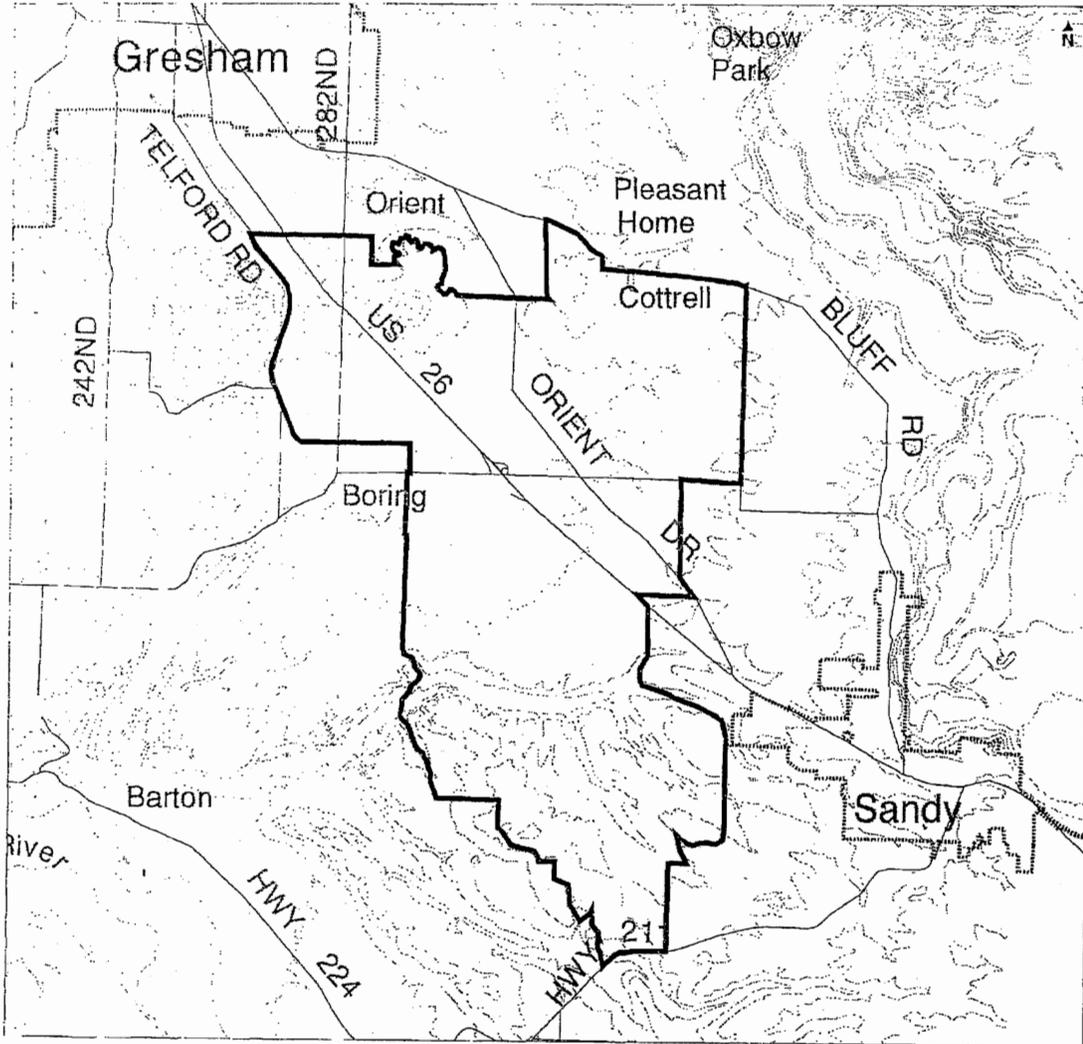
CLACKAMAS COUNTY

[Signature]  
Chairperson, Clackamas County  
Board of Commissioners

ATTEST:

By: [Signature]  
Recording Secretary





**R L I S**  
 REGIONAL LAND INFORMATION SYSTEM

**IGA Agreement Area**  
 (Metro, ODOT, Sandy, and Clackamas County)

DRAFT  
 Neighborhood Cities  
 Map

Major Arterial Streets  
 Sandy IGA Area

DRAFT

0 0.5 1 1.5 Miles  
 1" = 1.1 miles

  
**METRO**  
 600 NE Grand Ave.  
 Portland, OR 97232-2736  
 503 797-1742 FAX 503 797-1909  
 Email: dro@metro.del.or.us

Pilot date: Aug 18, 1997; All