

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING THE)	RESOLUTION NO 99-2753
METRO EXECUTIVE OFFICER TO SIGN)	
NEIGHBOR CITY INTERGOVERNMENTAL)	Introduced by Deputy
AGREEMENTS WITH THE CITIES OF)	Presiding Officer McLain
SANDY AND CANBY, CLACKAMAS)	
COUNTY AND OREGON DEPARTMENT)	
OF TRANSPORTATION)	

WHEREAS, The Metro Council adopted the Metro 2040 Growth Concept that recognizes that neighboring cities surrounding the region's metropolitan area are likely to grow rapidly and be affected by the Metro Council's decisions about managing the region's growth; and

WHEREAS, The Metro 2040 Growth Concept, made a part of the Metro Charter required Regional Framework Plan, encourages cooperative planning and cooperative agreements with neighboring cities to help ensure that there is a separation between the metropolitan area and neighboring cities and that there should be consideration of a "green corridor" transportation facility through the rural reserves that serve as links between the metropolitan area and a neighbor city; and

WHEREAS, The Metro Council adopted the Urban Growth Management Functional Plan as a means of ensuring implementation of the Metro 2040 Growth Concept; and

WHEREAS, The Metro Urban Growth Management Functional Plan includes Title 5, Neighbor Cities and Rural Reserves, inviting local governments to sign

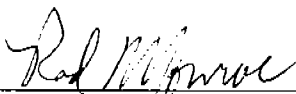
intergovernmental agreements with Metro agreeing to jointly protect rural areas separating the metropolitan area from neighbor cities and to protect the major highways as green corridors between the region and neighboring cities; and

WHEREAS, the cities of Sandy and Canby as well as Clackamas County have approved the attached intergovernmental agreements; now, therefore,

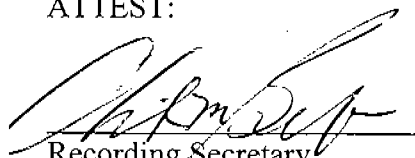
BE IT RESOLVED:

1. That the Metro Council authorizes the approval of these intergovernmental agreements.
2. That the Metro Council authorizes the Executive Officer to sign these agreements attached as Exhibit "A" and Exhibit "B", making the agreements effective contracts to coordinate with the cities of Sandy and Canby, Clackamas County and the Oregon Department of Transportation concerning green corridors, rural reserves and population forecasting.


ADOPTED by the Metro Council this 25th day of February, 1999.


Rod Monroe, Presiding Officer

ATTEST:


Recording Secretary

Approved as to Form:


Daniel B. Cooper, General Counsel

**EXHIBIT "A" - INTERGOVERNMENTAL AGREEMENT
CONCERNING THE CITY
OF SANDY, OREGON**

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: [Signature]
City Recorder

METRO

Metro Executive

ATTEST:

By: _____
City Recorder

OREGON DEPARTMENT OF
TRANSPORTATION

Director

ATTEST:

By: _____
Recording Secretary

CLACKAMAS COUNTY

[Signature]
Chairperson, Clackamas County
Board of Commissioners




ATTEST:

By: _____
Recording Secretary





Multnomah County

IGA Agreement Area

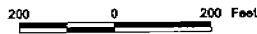
(METRO, ODOT and Clackamas County)

-  Sandy IGA Area
-  City Jurisdiction
-  UGB

School Districts

-  COTTRELL
-  ESTACADA
-  GRESHAM -BARLOW
-  SANDY

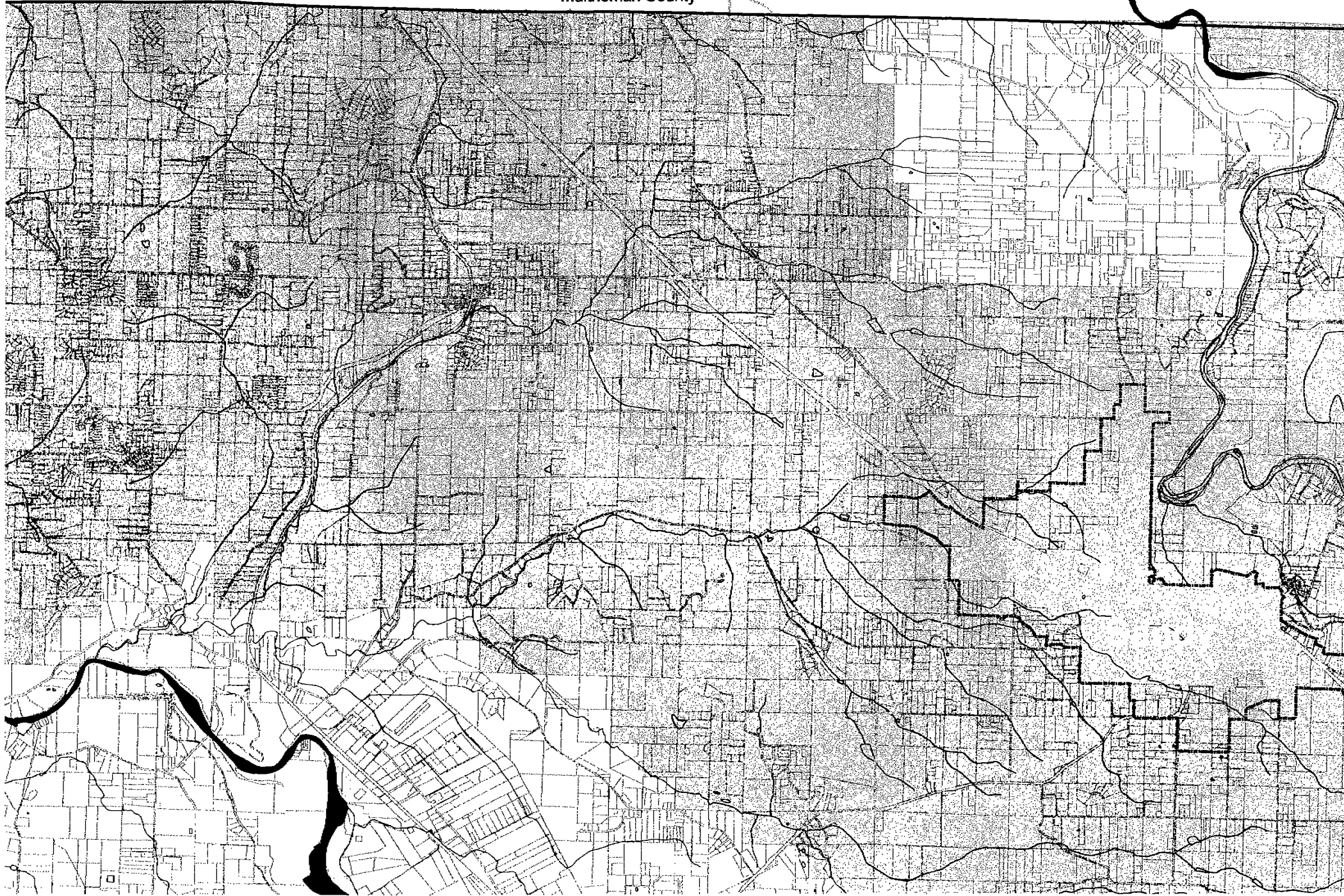
DRAFT



Note: IGA Agreement Area coverage was provided by Metro.
 All questions concerning the creation of this data should be directed to Carol Hall of Metro.



GIS MAP DISCLAIMER:
 This map and other information have been compiled only for preliminary and general purposes. They are not intended to be complete and accurate for any other purposes. Specifically, this information is not intended to be complete for purposes of land use regulation, zoning, title, size and suitability of the property for specific uses.



**EXHIBIT "B" - INTERGOVERNMENTAL AGREEMENT
CONCERNING THE CITY OF CANBY, OREGON**

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

This Agreement is entered into by and between the City of Canby ("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 I-5 and Highway 99E, 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.

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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. This provision does not apply to that portion of the Rural Reserve north of the Willamette River.

XI. Population Coordination

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 CANBY

Scott M Taylor
Mayor, City of Canby

ATTEST:

By: Michael Gach
City Recorder

METRO

Metro Executive

ATTEST:

By: _____
City Recorder

OREGON DEPARTMENT OF
TRANSPORTATION

Director

ATTEST:

By: _____
Recording Secretary

CLACKAMAS COUNTY




B.W. Freeman
Chairperson, Clackamas County
Board of Commissioners

ATTEST:




By: Millicent Morosi
Recording Secretary

IGA Agreement Area

(METRO, ODOT and Clackamas County)

-  Canby IGA Area
-  City Jurisdiction
-  UGB

School Districts

-  CANBY
-  OREGON CITY
-  WEST LINN

DRAFT

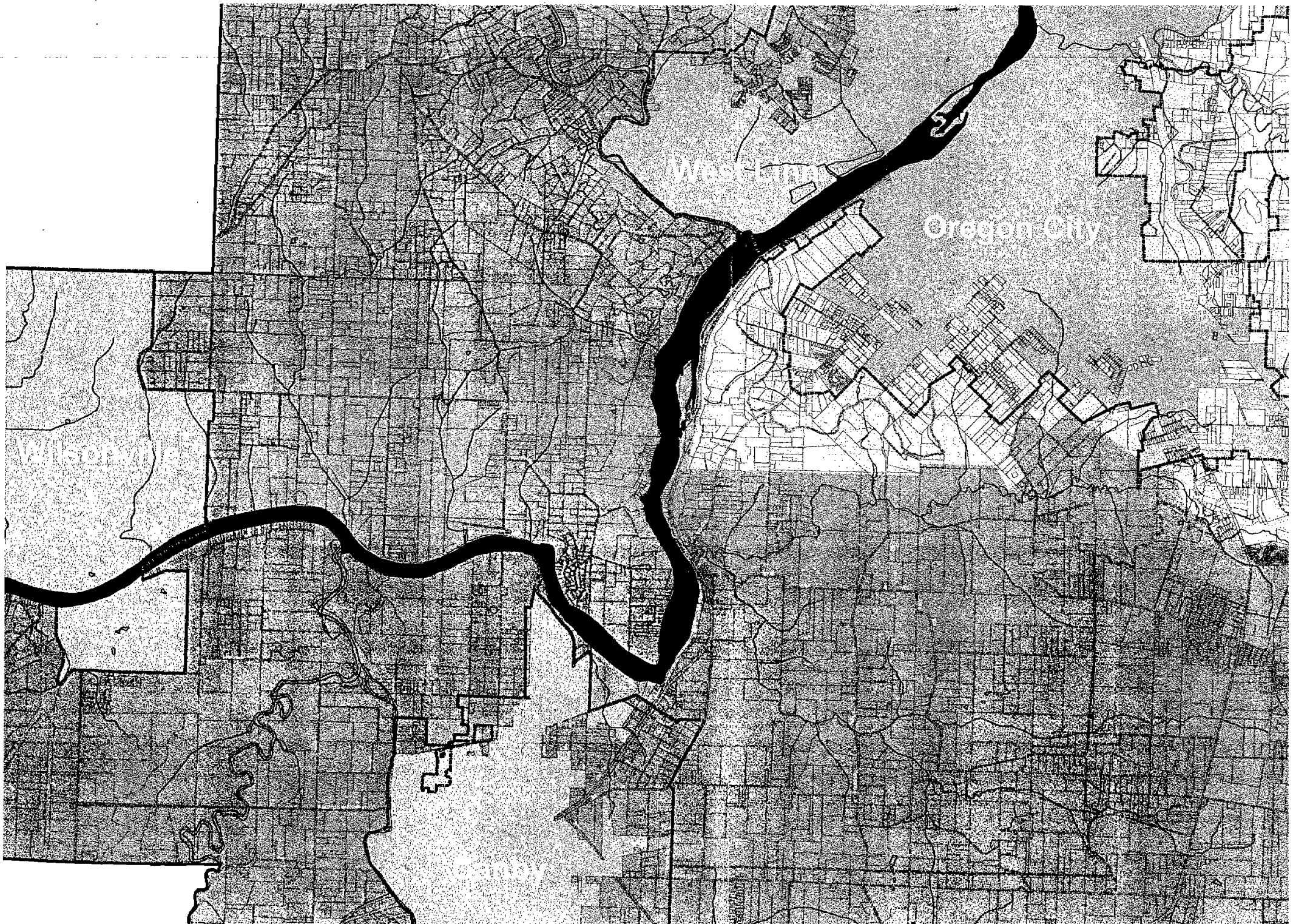
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Note: IGA Agreement Area coverage was provided by Metro. All questions concerning the creation of this data should be directed to Carol Hall of Metro.



GIS MAP DISCLAIMER:
This map and other information have been compiled only for preliminary and general purposes. They are not intended to be complete and accurate for any other purposes. Specifically, the information is not intended to be complete for purposes of land use regulation, zoning, title, size and suitability of the property for specific uses.



OTHER EXHIBITS - RESOLUTION NO 99-1210

EXHIBIT "C" - CLACKAMAS COUNTY ORDERS

EXHIBIT "D" - 2040 GROWTH CONCEPT

**EXHIBIT "E" - URBAN GROWTH MANAGEMENT FUNCTIONAL
PLAN**

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

FOR THE PURPOSE OF ESTABLISHING
AN AGREEMENT WITH THE CITY OF
CANBY, THE METROPOLITAN
SERVICE DISTRICT, AND OREGON
DEPARTMENT OF TRANSPORTATION
TO MANAGE LAND USE IN GREEN
CORRIDORS AND RURAL RESERVE AREAS



ORDER NO. 98-220

WHEREAS, Title 5 of the METRO Urban Growth Management Functional Plan provides for the adoption of Agreements among neighboring cities, Clackamas County, METRO and the Oregon Department of Transportation (DOT) for the purpose of designating and maintaining rural reserve areas between METRO urban Reserve Areas and the Urban Growth Boundary of the neighboring cities, and designating and maintaining green corridors along transportation corridors within these areas; and


WHEREAS, Clackamas County, the City of Canby, METRO and ODOT have met and concluded that the agreement herein attached as Exhibit "A" accomplishes the aforementioned purpose, and

WHEREAS, the agreement set forth in Exhibit "A" is consistent with the County Comprehensive Plan, METRO Urban Growth Management Functional Plan and applicable Statewide Land Use Planning Goals and Guidelines.

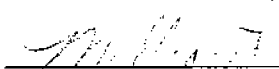
NOW, THEREFORE, IT IS HEREBY ORDERED that the agreement attached as Exhibit "A" and titled "Intergovernmental Agreement on Green Corridor and Rural Reserve and Population Coordination Among City of Canby, Clackamas County, METRO and the Oregon Department of Transportation" ^b we signed and executed.

THIS 10th DAY OF September, 1998

BOARD OF COUNTY COMMISSIONERS



CHAIR



MILLCENT MORRISON, RECORDING SECRETARY

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

FOR THE PURPOSE OF ESTABLISHING
AN AGREEMENT WITH THE CITY OF
SANDY, THE METROPOLITAN
SERVICE DISTRICT, AND OREGON
DEPARTMENT OF TRANSPORTATION
TO MANAGE LAND USE IN GREEN
CORRIDORS AND RURAL RESERVE AREAS

ORDER No. 98-219

WHEREAS, Title 5 of the METRO Urban Growth Management Functional Plan provides for the adoption of Agreements among neighboring cities, Clackamas County, METRO and the Oregon Department of Transportation (DOT) for the purpose of designating and maintaining rural reserve areas between METRO urban Reserve Areas and the Urban Growth Boundary of the neighboring cities, and designating and maintaining green corridors along transportation corridors within these areas; and

WHEREAS, Clackamas County, the City of Sandy, METRO and ODOT have met and concluded that the agreement herein attached as Exhibit "A" accomplishes the aforementioned purpose; and

WHEREAS, the agreement set forth in Exhibit "A" is consistent with the County Comprehensive Plan, METRO Urban Growth Management Functional Plan and applicable Statewide Land Use Planning Goals and Guidelines.

NOW, THEREFORE, IT IS HEREBY ORDERED that the agreement attached as Exhibit "A" and titled "Intergovernmental Agreement on Green Corridor and Rural Reserve and Population Coordination Among City of Sandy, Clackamas County, METRO and the Oregon Department of Transportation" we signed and executed.

THIS 10th DAY OF September, 1998

BOARD OF COUNTY COMMISSIONERS



CHAIR

MILLICENT MORRISON, RECORDING SECRETARY

RETURN TO:	
DIVISION	<u>OTD - Planning</u>
PERSON	<u>Ellen</u>
PH	EXT

1.10 Urban Design

The identity and functioning of communities in the region shall be supported through:

- the recognition and protection of critical open space features in the region
- public policies that encourage diversity and excellence in the design and development of settlement patterns, landscapes and structures
- ensuring that incentives and regulations guiding the development and redevelopment of the urban area promote a settlement pattern that:
 - link any public incentives to a commensurate public benefit received or expected and evidence of private needs
 - is pedestrian "friendly," encourages transit use and reduces auto dependence
 - provides access to neighborhood and community parks, trails and walkways, and other recreation and cultural areas and public facilities
 - reinforces nodal, mixed-use, neighborhood-oriented design
 - includes concentrated, high-density, mixed-use urban centers developed in relation to the region's transit system
 - is responsive to needs for privacy, community, sense of place and personal safety in an urban setting
 - facilitates the development and preservation of affordable mixed-income neighborhoods.

Pedestrian- and transit-supportive building patterns will be encouraged in order to minimize the need for auto trips and to create a development pattern conducive to face-to-face community interaction.

1.11 Neighbor Cities

Growth in cities outside the Metro UGB, occurring in conjunction with the overall population and employment growth in the region, should be coordinated with Metro's growth management activities through cooperative agreements which provide for:

Separation – The communities within the Metro UGB, in neighbor cities and in the rural areas in between will all benefit from maintaining the separation between these places as growth occurs. Coordination between neighboring cities, counties and Metro about the location of rural reserves and policies to maintain separation should be pursued.

Jobs Housing Balance – To minimize the generation of new automobile trips, a balance of sufficient number of jobs at wages consistent with housing prices in communities both within the Metro UGB and in neighboring cities should be pursued.

Green Corridors – The “green corridor” is a transportation facility through a rural reserve that serves as a link between the metropolitan area and a neighbor city which also limits access to the farms and forests of the rural reserve. The intent is to keep urban to urban accessibility high to encourage a balance of jobs and housing, but limit any adverse effect on the surrounding rural areas.

1.12 Protection of Agriculture and Forest Resource Lands

Agricultural and forest resource land outside the UGB shall be protected from urbanization, and accounted for in regional economic and development plans, consistent with this Plan. However, Metro recognizes that all the statewide goals, including Statewide Goal 10, Housing and Goal 14, Urbanization, are of equal importance to Goals 3 and 4 which protect agriculture and forest resource lands. These goals represent competing and, some times, conflicting policy interests which need to be balanced.

Rural Resource Lands – Rural resource lands outside the UGB that have significant resource value should actively be protected from urbanization. However, not all land zoned for exclusive farm use is of equal agricultural value.

Urban Expansion – Expansion of the UGB shall occur in urban reserves, established consistent with the urban rural transition objective. All urban reserves should be planned for future urbanization even if they contain resource lands.

Farm and Forest Practices – Protect and support the ability for farm and forest practices to continue. The designation and management of rural reserves by the Metro Council may help establish this support, consistent with the Growth Concept. Agriculture and forestry require long term certainty of protection from adverse impacts of urbanization in order to promote needed investments.

1.13 Participation of Citizens

The following policies relate to participation of Citizens:

1.13.1 Metro will encourage public participation in Metro land use planning.

1.13.2 Metro will follow and promote the citizen participation values inherent in RUGGO Goal 1, Objective 1 and the Metro Citizen Involvement Principles.

1.13.3 Local governments are encouraged to provide opportunities for public involvement in land use planning and delivery of recreational facilities and services.

TITLE 5: NEIGHBOR CITIES AND RURAL RESERVES

3.07.510 Intent

The intent of this title is to clearly define Metro policy with regard to areas outside the Metro urban growth boundary. **NO PORTION OF THIS TITLE CAN REQUIRE ANY ACTIONS BY NEIGHBORING CITIES.** Metro, if neighboring cities jointly agree, will adopt or sign rural reserve agreements for those areas designated rural reserve in the Metro 2040 Growth Concept with Multnomah, Clackamas, and Washington County, and Neighbor City Agreements with Sandy, Canby, and North Plains. Metro would welcome discussion about agreements with other cities if they request such agreements.

In addition, counties and cities within the Metro boundary are hereby required to amend their comprehensive plans and implementing ordinances within twenty-four months to reflect the rural reserves and green corridors policies described in the Metro 2040 Growth Concept.

(Ordinance No. 97-715B, Sec. 1.)

3.07.520 Rural Reserves and Green Corridors

Metro shall attempt to designate and protect common rural reserves between Metro's urban growth boundary and designated urban reserve areas and each neighbor city's urban growth boundary and designated urban reserves, and designate and protect common locations for green corridors along transportation corridors connecting the Metro region and each neighboring city. For areas within the Metro boundary, counties are hereby required to amend their comprehensive plans and implementing ordinances to identify and protect the rural reserves and green corridors described in the adopted 2040 Growth Concept and shown on the adopted 2040 Growth Concept Map. These rural lands shall maintain the rural character of the landscape and our agricultural economy. New rural commercial or industrial development shall be restricted to the extent allowed by law. Zoning shall be for resource protection on farm and forestry land, and very low-density residential (no greater average density than one unit for five acres) for exception land.

For areas outside the Metro boundary, Metro shall encourage intergovernmental agreements with the cities of Sandy, Canby and North Plains.

(Ordinance No. 97-715B, Sec. 1.)

3.07.530 Invitations for Intergovernmental Agreements

Metro shall invite the cities and counties outside the Metro boundary and named in section 3.07.510 of this title to sign an Intergovernmental Agreement, similar to the draft agreements attached hereto⁶.

(Ordinance No. 97-715B, Sec. 1.)

3.07.540 Metro Intent with Regard to Green Corridors

Metro shall attempt to negotiate a Green Corridor Intergovernmental Agreement with Oregon Department of Transportation (ODOT) and the three counties (Clackamas, Multnomah and Washington) to designate and protect areas along transportation corridors connecting Metro and neighboring cities.

(Ordinance No. 97-715B, Sec. 1.)

On file in the Metro Council office.

GROWTH MANAGEMENT COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 99-2753, FOR THE PURPOSE OF AUTHORIZING THE EXECUTIVE OFFICER TO SIGN NEIGHBOR CITY INTERGOVERNMENTAL AGREEMENT WITH THE CITIES OF SANDY AND CANBY, CLACKAMAS COUNTY AND OREGON DEPARTMENT OF TRANSPORTATION.

Date: February 9, 1999

Presented by: Councilor McLain

Committee Action: At its February 2, 1999 meeting, the Growth Management Committee voted 3-0 to recommend Council adoption of Resolution No. 99-2753. Voting in favor: Councilors Bragdon, Park and McLain.

Council Issues/Discussion: "Neighbor Cities" is a concept growing out of the Metro 2040 Growth Concept. It recognizes that cities surrounding the Portland metropolitan area, and urban growth boundary, are likely to experience rapid growth and also be affected by Metro's growth management policies. Title 5 of the Urban Growth Management Functional Plan—Neighbor Cities and Rural Reserves, invites local governments outside the metropolitan area to sign intergovernmental agreements with Metro, agreeing to jointly protect the intervening rural areas and to protect the major highways as "green corridors."

The intergovernmental agreement calls for certain activities and characteristics to be established sooner, e.g. an interim green corridor boundary of 200 feet from edge of right of way along mapped corridors. The bulk of the activities are designated to take place in the future however, such as permanent green corridor boundary designation, comprehensive plan amendments for land inside the green corridors and ODOT amendments to the state transportation system plan.

The IGA specifically states that "The County shall retain current zoning including resource lands within the Green Corridor Boundaries and agree not to expand rural commercial or rural industrial zones, unless approved by the City."

Section XII of the IGA extensively details provisions for notice between the county, affected cities, Metro and ODOT. Growth Management Committee discussion focused on appropriate notice to citizens, however, and asked legal counsel to investigate this further. At issue was to what extent these IGA's placed present or future restrictions on property, for which Metro would want to insure the citizenry had plenty of advanced notice.

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 99-2753, FOR THE PURPOSE OF AUTHORIZING THE METRO EXECUTIVE OFFICER TO SIGN NEIGHBOR CITY INTERGOVERNMENTAL AGREEMENTS WITH THE CITIES OF SANDY AND CANBY, CLACKAMAS COUNTY AND OREGON DEPARTMENT OF TRANSPORTATION

Date: January 13, 1999

Prepared by: Mark Turpel

BACKGROUND INFORMATION

For several years, Metro elected officials and staff have met and worked with several neighboring cities, especially the elected officials and staff from the cities of Sandy and Canby, to address concerns of these cities with regard to the impacts of metropolitan decisions on these communities. These concerns included the fear that expansion of urban growth boundaries over time would effectively eliminate the separation of these communities from the metropolitan area. Of special concern was what could happen along the major highways connecting the region with these adjacent cities. That is, there is the tendency to grow along them because of the accessibility and visibility of these lands. Growing together into one urban area could result in the loss of a sense of being a distinct community on the part of the adjacent city. If a distinct separation is to be maintained between the metropolitan region and an adjacent city, these areas are critical.

Accordingly, the intergovernmental agreement includes several provisions including:

1. calling for the parties to establish "green corridors" and joint policies along Highway 26 generally between Sandy and Gresham and along Highway 99 generally between Canby and Oregon City. For an area on an interim basis of 200 feet on either side of these highways, the views from the transportation corridor should be considered as land use and transportation strategies are designed to maintain or enhance the visual separation of these communities from the metropolitan region.
2. providing for notice if Metro, Clackamas County, ODOT or the cities of Sandy or Canby propose or hear proposals for UGB amendments, changes to comprehensive plan or zoning designations or transportation system plans. The agreement also obligates the County to work closely with the cities if expansion of rural commercial or rural industrial zones are proposed.
3. calling for a screening, buffering and signage program along the green corridor.
4. encouraging access management and roadway improvements for the purpose of improving multi-modal, traffic safety, movement of freight, aesthetics and shall not be solely intended to improve access for single occupancy vehicles;
5. providing for coordination of population forecasting.

These agreements are the result of initial policy direction set by the Metro Council, in consultation with neighboring cities. The policy was included initially in Metro's Regional Urban Growth Goals and Objectives (RUGGO) when adopted by ordinance in 1995 and subsequently added to the Regional Framework Plan in 1998 when it incorporated the elements of the RUGGO (see attachments). In addition, the Urban Growth Management Functional Plan strongly encourages Metro to work with neighboring cities to reach intergovernmental agreements concerning green corridors and rural reserves.

The agreement may be terminated by any party in 60 days upon receipt of written notice. Accordingly, the agreement is primarily a commitment to closer coordination and exchange of information with the hope that joint actions of mutual interest may be improved.

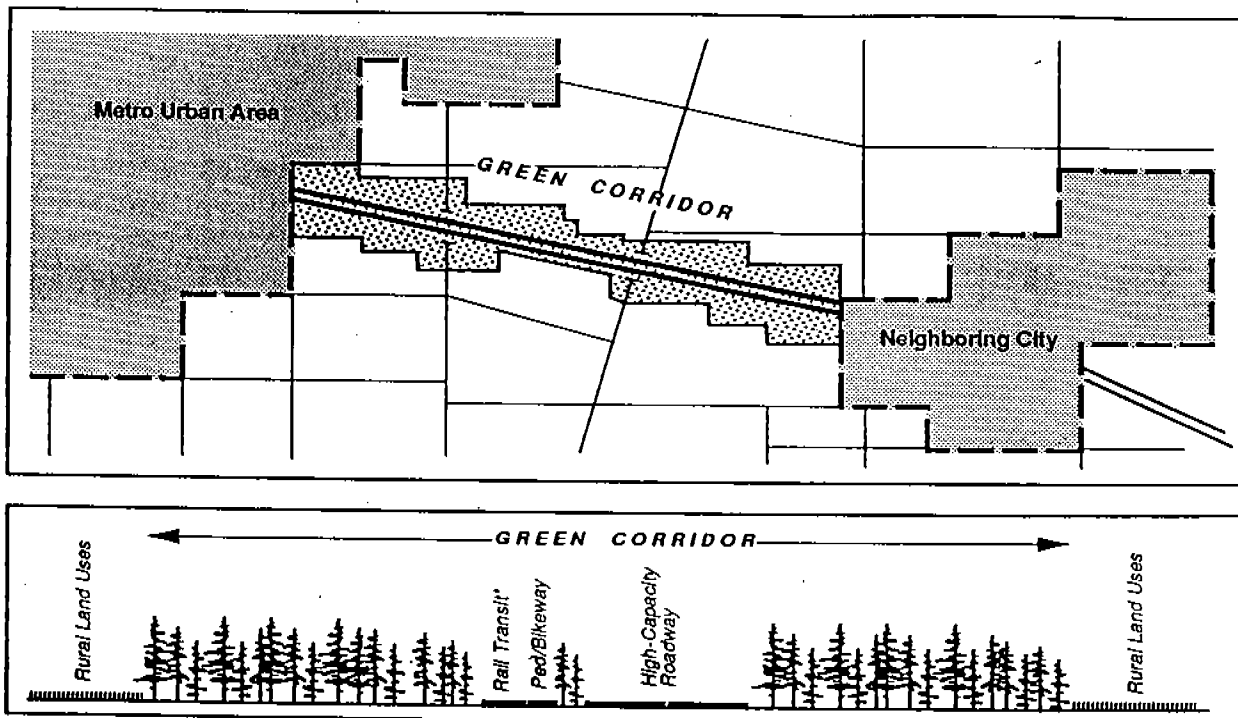
EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 99-2753.



METRO

Green Corridors



GREEN CORRIDOR GOAL:

To provide a safe, high capacity route of travel between neighboring cities where impacts of urban travel along the corridor will not induce urban levels of development or diminish views of the undeveloped rural landscape.

GREEN CORRIDOR OBJECTIVES:



- Manage and maintain green corridors consistent with conservation of rural reserves.
- Maintain buffered corridors with natural landscaping to minimize views of non-resource land uses;
- Limit access to rural areas from the main transportation corridor such that the safety and operating capacity of the corridor is not compromised. Views of the undeveloped rural landscape along the green corridor should be retained and where appropriate, enhanced. Important elements of the undeveloped rural landscape include: farm fields and orchards, wetlands, streams and rivers. New buildings, signs and other improvements should be located away from and buffered from the transportation corridor by landscaping.
- Maintain a high level of service for all modes of travel along the corridor to provide easy and efficient travel for non single- occupant-vehicle (SOV) access to neighboring cities. Surrounding rural transportation networks shall be maintained such that reasonable travel options exist;
- Maintain a strong transit connection between neighboring towns and the Metro urban area and
- Keep capacity improvements to the surrounding rural network very limited.

GREEN CORRIDOR DESIGN ELEMENTS:

- Green Corridors are centered on major highway links between neighboring towns and the nearest regional center;
- Corridors also include either commuter rail, light rail or express bus linking neighboring towns to the nearest activity centers within the Metro urban area;
- Corridors include substantial bicycle and pedestrian amenities; bikeways & pedestrian trails are constructed as a discrete facility within the corridor to capitalize on "green" amenities, separate from roadways;
- Right-of-way includes substantial buffer of natural landscaping, which is intended to screen major transportation corridors from exception lands and other non-rural uses, provide an aesthetic amenity to corridor travelers and limit the demand for urban-oriented activities on adjacent rural lands.

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

DRAFT
Neighborhood Cities
Map

-  Major Arterial Streets
-  Sandy IGA Area

DRAFT

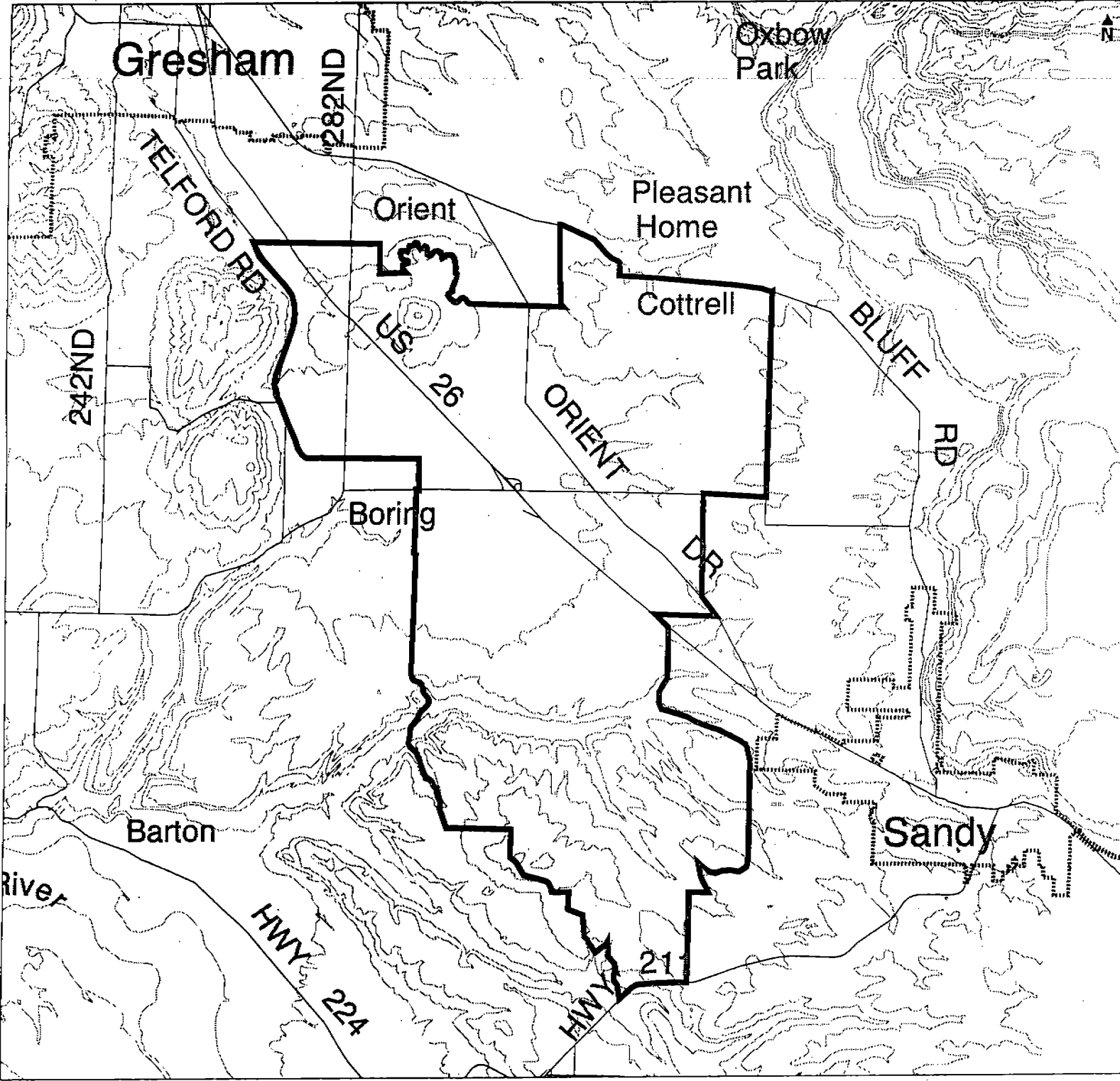


1" = 1.1 miles





METRO

800 NE Grand Ave.
Portland, OR 97232-2736
503 797-1742 FAX 503 797-1909
Email: drc@metro.dsi.or.us



IGA Agreement Area (Metro, ODOT, Canby, and Clackamas County)

DRAFT
Neighborhood
Cities Map

-  Major Arterial Streets
-  Canby IGA area

DRAFT



1" = 1.6 miles



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