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SERIES #	16135
TITLE	INTERGOV. AGMTS
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URBAN GROWTH MANAGEMENT AGREEMENT
For the City of Lake Oswego and Clackamas County
Dual Interest Area

This Agreement, made and entered into this 18 day of December, 1997, between the CITY OF LAKE OSWEGO (City), a municipal corporation of the State of Oregon, and CLACKAMAS COUNTY (County), a political subdivision of the State of Oregon.

WHEREAS, ORS 190.003 to 190.030 allows units of local government to enter into agreement for performance of any or all functions and activities which such units have authority to perform; and

WHEREAS, Statewide Planning Goal 2, Land Use Planning, requires that City, County, State and Federal agency and special district plans and actions shall be consistent with the comprehensive plans of the cities and counties and regional plans adopted under ORS Chapter 197; and

WHEREAS, the Oregon Land Conservation and Development Commission (LCDC) requires each jurisdiction requesting acknowledgment of compliance to submit an agreement setting forth the means by which comprehensive planning coordination within the Regional Urban Growth Boundary will be implemented; and

WHEREAS, OAR 660-11-015 requires the responsibility for the preparation, adoption and amendment of the public facility plan to be specified within an urban growth management agreement; and

WHEREAS, the City and County have a mutual interest in coordinated land use planning, compatible comprehensive plans, and coordinated planning and provision of urban services and facilities; and

WHEREAS, the City and the County, to ensure coordination and consistent comprehensive plans, consider it mutually advantageous to establish a Dual Interest Area within the Regional Urban Growth Boundary (UGB) within which both the City and County maintain an interest in comprehensive planning and development; and

WHEREAS, the City and County share common land use planning objectives for lands within the Dual Interest Area. These objectives include:

- 1) Obtain good long-range planning by:
 - A) Providing a smooth transition when lands are annexed;

- B) Providing certainty and predictability via consistent policies and standards for development;
- 2) Protecting neighborhood character and livability through a coordinated City and County planning program;
 - 3) Ensuring high standards of urban design compatible with the character and desires of the surrounding community;
 - 4) Protecting and enhancing natural resources;
 - 5) Ensuring the provision of public facilities and services is consistent with the City of Lake Oswego's Public Facility Plans;
 - 6) Orderly annexation of territory;
 - 7) Clear delineation of the responsibility of the City, County, special districts, and franchise holders in providing services and managing growth within the Dual Interest Area;
 - 8) Promoting cooperation between all parties involved in land use planning and service delivery;
 - 9) Promoting timely decisions pertaining to land use and service delivery issues; and
 - 10) Achieving fair and equitable financing for public facilities and services.

NOW, THEREFORE, the City and the County agree that the following UGMA policies shall be the basis for comprehensive planning, plan implementation actions, and decisions relating to development in the Dual Interest Area and they shall be interpreted to carry out the stated purposes and objectives of this agreement. Both parties agree as follows:

1. Boundary

The Dual Interest Area shall include unincorporated land within the Urban Services Boundary defined in the Lake Oswego Comprehensive Plan and shown on map Attachment "A" to this Agreement.

2. Comprehensive Planning Plan Amendments and Public Facilities Planning

- A. The development of a comprehensive plan and comprehensive plan amendments for the area in the Dual Interest Area shall be a coordinated City-County planning effort. The County shall be responsible for preparing all legislative comprehensive plan amendments in the Dual Interest Area.

Unless agreed to by the City, the County shall not change the existing zoning or Comprehensive Plan designations of land within the Dual Interest Area if the proposed change would be incompatible with the nearest City Comprehensive Plan or Zoning Designation as shown by the attached matrix (Attachment "B").

- B. The City and County shall agree to coordinate and participate in the development and implementation of a neighborhood-planning program within the Dual Interest Planning Area. The City, in coordination with the County, will develop neighborhood plans involving portions of the unincorporated area within the Dual Interest Area, including the rural Lake Grove, Bangy Road, and Forest Highlands areas. Upon completion, neighborhood plans shall be considered for adoption by both the City and County.

These neighborhood-planning efforts will not affect properties subject to the existing Settlement and Annexation Agreement.

At a minimum the neighborhood plans shall include:

- Future development and its compatibility with the existing neighborhood character;
 - Provision of urban services and facilities;
 - Coordination of service provision with the affected special service districts and franchise holders;
 - Transportation;
 - Open space and natural areas;
 - Active involvement of affected area residents, businesses, and property owners in the development and implementation of the plans;
 - A method for following the development standards and review procedures contained in adopted neighborhoods plans; and
 - Amendment of the County Comprehensive Plan and/or Zoning Map to ensure implementation of any neighborhood plan which is mutually adopted.
- C. The City shall be responsible for the preparation, adoption, and amendment of the public facility plan within the Dual Interest Area required by OAR Chapter 660, Division 11, Public Facilities Planning. Preparation and amendment of such a public facility plan for water, sanitary sewer, surface water management, and transportation facilities shall provide for coordination with, and participation by, the County, County service districts, other special districts, and franchise holders within the Dual Interest Area.

- D. The City, in coordination with the County, shall develop a parks and open space master plan within the Dual Interest Area.
- E. The type of land uses and development processes designated for the Dual Interest Area by the respective comprehensive plans and land use maps shall be complementary and compatible. To insure full compatibility, the neighborhood plans (Section B. above), the public facilities plan (Section C. above), and parks and open space master plan (Section D. above) shall be reviewed for adoption by the City and County. It is the goal of the City and County that these plans will ultimately be adopted by both jurisdictions.

3. Development Proposals in the Unincorporated Area

- A. The County's Comprehensive Plan and implementing ordinances shall apply to all unincorporated lands within the Dual Interest Area as long as they remain unincorporated. Subject to the terms of this Agreement, the County shall retain responsibility and authority for all implementing regulations and land use actions on all unincorporated lands within the Dual Interest Area.
- B. All new land divisions and multi-family, commercial and industrial developments within the Dual Interest Area shall be developed in accordance with the public facilities plan.
- C. Prior to any land division or multi-family, commercial, or industrial development application review, the County shall require annexation to Lake Oswego of any property proposed for such development which would require City water and or sewer facilities.
- D. The County shall not form any new County service districts or support the annexation of land within the unincorporated Dual Interest Area to such districts or to other service districts without City approval.
- E. Public facilities shall be provided to unincorporated lands within the Dual Interest Area in the manner provided in the adopted public facilities plan.

4. Development Proposals in the Kruse Way District

- A. The Design Plan for the Kruse Way/I-5 Freeway Activity Center designated in the County Comprehensive Plan, will be implemented by the County with active participation by the City.
- B. This Agreement shall not affect the provisions of the Settlement and Annexation Agreement which applies to properties in the Kruse Way area.

5. Funding Transportation Improvements in the Kruse Way Corridor

- A. The County agrees to allocate transportation system development charges collected from development in the Kruse Way Corridor to transportation improvements needed in the Corridor.**
- B. The City agrees to allocate transportation system development charges to Kruse Way Corridor transportation improvements in accordance with its adopted CIP.**
- C. Kruse Way Corridor projects funded by County SDC's shall be in accordance with the County's CIP.**
- D. The City and County shall coordinate the programming and funding of Kruse Way Corridor transportation improvements through the preparation and adoption of their respective CIP's.**
- E. Transportation improvement funds paid to the City in accordance with the Settlement Agreement shall be allocated to projects in the Corridor.**

6. City and County Notice and Coordination

- A. When land use actions and plan amendments are proposed within the Dual Interest Area, the County shall provide notification to the City, and an opportunity to participate, review and comment, at least 35 days prior to the first scheduled public hearing on all land use actions, quasijudicial actions, proposed legislative changes to the County Comprehensive Plan or its implementing ordinances affecting land use within the Dual Interest Area. The County shall seek participation of the City and affected special districts in assessing impacts on the area and enter all written comments into the public record.**
- B. The review process for all development applications within the Dual Interest Area shall include:
 - 1. County notification to the City, and an invitation to participate, review and comment, at least 15 days prior to staff decision on applications for administrative actions as provided in the County's Zoning and Development Ordinance for applications in the Dual Interest Area.**
 - 2. The opportunity for joint City and County staff review, including opportunity to resolve potential conflicts with the respective policies and development standards of each jurisdiction with the applicant, and a joint pre-application conference all within the time frame set forth in the applicable County ordinance. These meetings shall be scheduled by the County after consultation with City staff. If the City chooses to attend a pre-application meeting, the meeting shall occur at a mutually agreeable time within 10 working days following notification to the City. In the event that a mutually agreed time****

cannot be achieved, or in the event the City informs the County that it does not wish to attend a pre-application meeting, such meeting shall occur at the County's convenience.

3. Consideration by the County of the comprehensive plans, development standards, and land use ordinances of both jurisdictions, including this agreement, in review, action, and conditions of approval.

C. The City shall provide notification to the County, and an opportunity to participate, review and comment, at least 35 days prior to the first public hearing on all proposed public facilities plans, legislative changes to the City comprehensive plan, or quasijudicial land use actions adjacent to or in close proximity to unincorporated areas. The City shall provide notice to the County of private or City initiated annexation requests within five days of the filing of an application with the Portland Metropolitan Boundary Commission.

D. Any amendments proposed by the County or the City to the UGB as shown on Attachment "A" shall be reviewed by the City and the County prior to submission to Metro. If and when the City and the County find it necessary to undertake a change of the UGB, the parties shall follow the procedures and requirements set forth in state statutes and Oregon Administrative Rules.

E. The County shall enter all written comments of the City into the public record and shall consider the same in the exercise of its planning and plan implementation responsibilities. The City shall enter all written comments of the County in to the public record and shall consider the same in its exercise of its planning and plan implementation responsibilities.

F. The City and County shall work cooperatively on regional planning issues including urban reserve areas or potential changes in the Portland Metropolitan Area UGB which may affect this Agreement or the interests of either jurisdiction.

7. City Annexations

A. The City may undertake annexations in the matter provided for by law within the Dual Interest Area. The City annexation proposals shall include adjacent road right-of-way to properties proposed for annexation. The County shall not oppose such annexations.

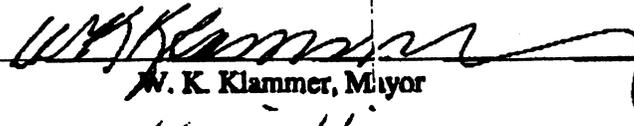
B. Upon annexation, the City shall assume jurisdiction of the County roads and local access roads pursuant to a separate road transfer agreement between the City and County.

8. Amendments to the Urban Growth Management Agreement

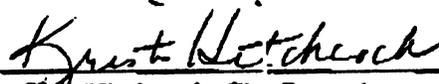
The terms of this Agreement may be amended or supplemented by mutual agreement of the parties. Any amendments or supplements shall be in writing, shall be executed by the parties. The parties shall review this Agreement at each periodic review of their comprehensive plans and make any necessary amendments.

IN WITNESS THEREOF, the respective parties have caused to be signed in their behalf to make and enter into this agreement this 18 day of December 1997.

CITY OF LAKE OSWEGO

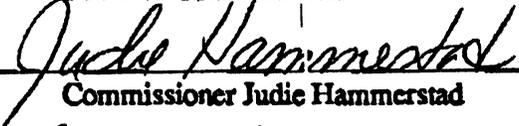
By 
W. K. Klammer, Mayor

Authorized by Lake
Oswego City Council
by Resolution 97-45
on November 18, 1997

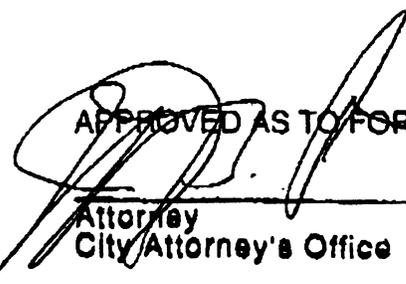
Attest: 
Kris Hitchcock, City Recorder

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

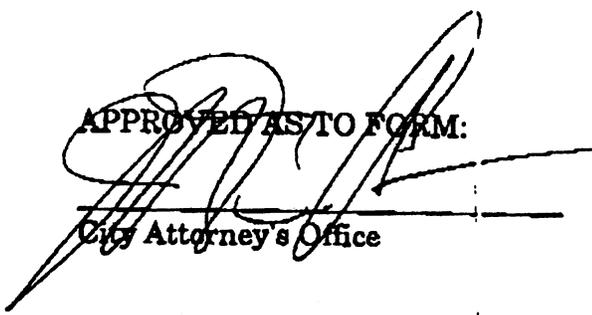
By 
Ed Lindquist, Chair
Board of Commissioners

By 
Commissioner Judie Hammerstad

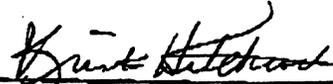
By 
Commissioner Bill Kennemer


APPROVED AS TO FORM
Attorney
City Attorney's Office

APPROVED AS TO FORM:



City Attorney's Office



Kristi Hitchcock
City Recorder

RESOLUTION 97-45

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE OSWEGO AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH CLACKAMAS COUNTY TO AMEND THE URBAN GROWTH MANAGEMENT AGREEMENT REGARDING THE ALLOCATION OF SYSTEMS DEVELOPMENT CHARGES FOR TRANSPORTATION IMPROVEMENTS IN THE KRUSE WAY CORRIDOR

WHEREAS, the City Council and the Clackamas County Commissioners have identified the need for additional transportation improvements in the Kruse Way Corridor to maintain service levels, and;

WHEREAS, the City Council and County Commissioners have agreed that revenue from transportation system development charges collected from development in the Kruse way Corridor should be allocated to needed transportation improvements in the Corridor, and;

WHEREAS, the City Council and County Commissioners have agreed to program the identified Kruse Way Corridor transportation improvements and SDC funding in their respective Capital Improvement Plans,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lake Oswego that:

Section 1. The Mayor of the City of Lake Oswego is hereby authorized to execute on behalf of the City of Lake Oswego, an intergovernmental agreement with Clackamas County to amend the existing Urban Growth Management Agreement to include a new Section 5 "Funding Transportation Improvements in the Kruse Way Corridor" and renumbering existing Sections 5, 6, and 7 to 6, 7, and 8. A copy of the intergovernmental agreement is attached hereto as Exhibit A and incorporated herein by reference.

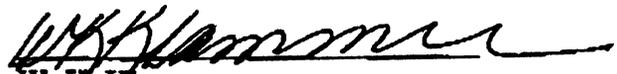
Considered and enacted at a regular meeting of the City Council of the City of Lake Oswego at a regular meeting held on the 18th day of November, 1997.

AYES: Prosser, Mayor Klammer, Chrisman, Atherton, Lowrey, Chizum, Rohde

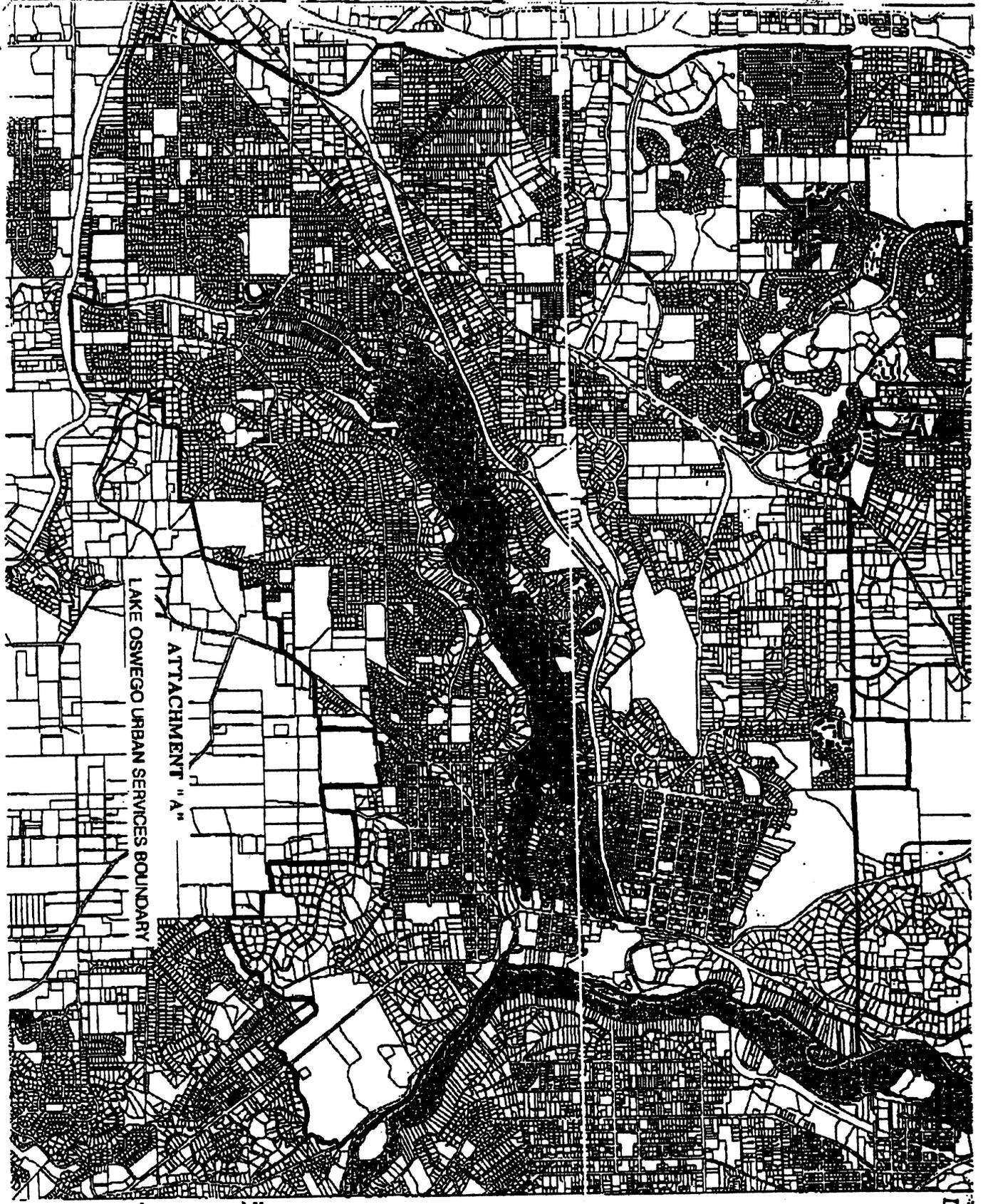
NOES: None

ABSTAIN: None

EXCUSED: None


W. K. Klammer
Mayor

ATTEST:



LAKE OSWEGO URBAN SERVICES BOUNDARY

ATTACHMENT "A"

The map shows the Lake Oswego Urban Services Boundary and Attachment "A".
 The boundary is shown as a solid line, and Attachment "A" is shown as a stippled area.
 The map includes a detailed street network and various land use areas.
 The map is a technical drawing and should be used for reference only.
 The map is not to scale and does not represent any liability.
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Lake Oswego