Portland State University

PDXScholar

Master of Urban and Regional Planning Workshop Projects Nohad A. Toulan School of Urban Studies and Planning

6-2020

Hamlet Futures: A Planning Framework for The Stafford Hamlet

Hannah Anderson Portland State University

Heide Camarata Portland State University

Hillary Harris Portland State University

Kate Harbour Portland State University

Sebrina Mortenson Portland State University

See next page for additional authors Follow this and additional works at: https://pdxscholar.library.pdx.edu/usp_murp

Part of the Urban Studies Commons, and the Urban Studies and Planning Commons Let us know how access to this document benefits you.

Recommended Citation

Anderson, Hannah; Camarata, Heide; Harris, Hillary; Harbour, Kate; Mortenson, Sebrina; and Ness, Lydia, "Hamlet Futures: A Planning Framework for The Stafford Hamlet" (2020). *Master of Urban and Regional Planning Workshop Projects*. 175.

https://pdxscholar.library.pdx.edu/usp_murp/175

This Report is brought to you for free and open access. It has been accepted for inclusion in Master of Urban and Regional Planning Workshop Projects by an authorized administrator of PDXScholar. Please contact us if we can make this document more accessible: pdxscholar@pdx.edu.

Authors

Hannah Anderson, Heide Camarata, Hillary Harris, Kate Harbour, Sebrina Mortenson, and Lydia Ness

Hamlet Futures: A Planning Framework for The Stafford Hamlet



PROJECT OVERVIEW

aesop planning

Cover Image Source: Aesop Planning, 2020

Note: Unless stated otherwise in the references section, all photographs used within these documents were taken by The Stafford Hamlet Board, or by Aesop Planning.

Project Team

Aesop Planning is a team of Master of Urban and Regional Planning students at Portland State University.

The team was formed in order to expand and exercise knowledge of the planning practice while producing products that fill the needs of a client in our community. Aesop Planning selected this project from a range of proposals based on our shared interest in land use issues near the urban-rural fringe. Our team is proud to present a plan which addresses complex issues in an area with a long history of land use disputes, and we hope that our work will help our client continue and expand its efforts in serving the Stafford Hamlet community.

The planning team constists of: (from Left to Right, Top to Bottom) Hannah Anderson, Heide Camarata, Hillary Harris, Kate Harbour , Sebrina Mortenson, and Lydia Ness.



IV Aesop Planning | Project Overview



In Partial Fulfillment of the Requirements for the Degree of Master of Urban and Regional Planning (MURP)

Nohad A. Toulan School of Urban Studies & Planning College of Urban & Public Affairs, Portland State University

Report Produced for:

Stafford Hamlet Board



Report Created by: Aesop Planning

aesop planning



This plan would not have been possible without the members of our community who shared their time, knowledge, and advice with us throughout our project. Our team would like to acknowledge and thank the following contributors:

The Stafford Hamlet Board Technical Experts & of Directors **Elected Officials**

Jane Comer Rick Cook **Richard Fiala** John Keith Katy Krider Bill Lona Jana Lombardi Patty Mamula Bill Markt Brandon Post Leonard Schaber

Portland State University Faculty

Dr. Megan Horst Professor Deborah Stein Professor Ed Sullivan Dr. Marisa Zapata Dr. Mathew Gebhardt

The Stafford Hamlet Community

Allen Amabisca, Save Helvetia! Russel Axelrod. City of West Linn Charlie Benson, East Tualatin CIO Jim Bolland, Palisades Neighborhood Association Tom Coffee Peter Cornelison, Thrive Hood River Jayne Cronlund Kevin Gorman, Friends of the Columbia Gorge Jeff Gudman Jeff Harmon, City of Lake Oswego Kasey Holwerda, Friends of Luscher Farms Jim Johnson, OSU Sherilyn Lombos, City of Tualatin Christine Lewis, Metro Councilor Nellie McAdams, Oregon Agricultural Trust Mary Kyle McCurdy, 1000 Friends of Oregon Tim O'Brien, Metro Scot Siegel, City of Lake Oswego Rowan Steele, East Multnomah Soil and Water Conservation District Katie Wilson, Clackamas Countv Jasmine Zimmer-Stucky, 1000 Friends of Oregon

VI Aesop Planning | Project Overview

TABLE OF CONTENTS

INTRODUCTION The Purpose, The Challenge, The Client 4 The Planning Process 7 The Plan Components 8 HOW TO USE THE DOCUMENTS How to Use 12 Collectively Engage with The Documents 13 As a Board HISTORY AND CONTEXT **Timeline of Stafford Hamlet** 16 History of Stafford Hamlet 18 **Existing Conditions** 22 26 Planning Context **APPENDICES** Appendix A: 3-Party IGA 32 Appendix B: 5-Party IGA 39 Appendix C: Letter For Support of Annexation 44 Glossary 45 References 47 List of Figures 49

CHAPTER ONE INTRODUCTION





The Project's Purpose

Conflicts regarding land use designations and prospective developments have shaped much of Stafford Hamlet's recent history. Many residents still feel connected to the area's farming history and seek to preserve the agricultural and open space resources which shape the community's identity, but other residents believe it is time for the hamlet to grow and develop. The Stafford Hamlet Board of Directors' task of advocating for the Stafford Hamlet community's interests is complicated by the diverse interests within the hamlet and the ever-changing political climates which surround it.

This project's purpose is to uplift the work of the Board in serving its community and clarifying the collective vision of the future. The plan is designed to help the Board better understand events which may occur in the future and act proactively to advocate for its community's interests through changing circumstances. The recommendations proposed in this project are intended to help the Board think creatively about how to demonstrate the regional value of Stafford, advocate for the preservation of resources that are central to Stafford Hamlet's identity, and create equitable outcomes for underrepresented and vulnerable residents.

The documents included in this plan are intended to help current and future members of the Board achieve the following:

- Clarify and promote their mission and values
- Organize and focus their work
- Increase the efficacy of their internal operations
- Expand and strengthen their public engagement efforts
- Strengthen their role as representatives of their community

The Challenge

Stafford Hamlet is a small community with a population of approximately 1,800 people. It has rural characteristics like low housing densities, minimal infrastructure, and ample open space. These characteristics cause the hamlet to stand out from its surroundings, due to its location adjacent to the Portland region's urban growth boundary (UGB), which can be seen in Figure 1. As shown in Figure 2, the hamlet is situated between the growing cities of Lake Oswego, Tualatin, and West Linn. Stafford Hamlet's proximity to the UGB and its abundance of undeveloped land have created real estate speculation regarding the land's potential for development. However, there is also a strong case for the preservation of agricultural and natural resources within the hamlet. Conflict regarding land use designations and prospective development within Stafford Hamlet is a longstanding issue. The hamlet's recent designation as urban reserves has increased tensions within the community and complicated the relationships between the Hamlet and other government entities. The future of the Hamlet is uncertain.

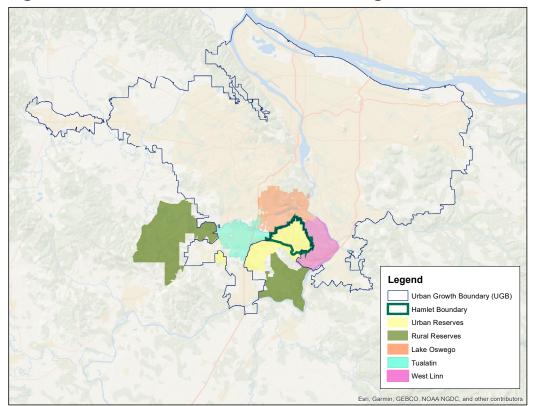
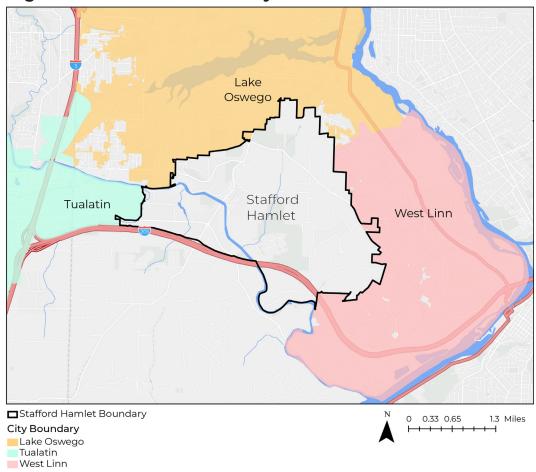


Figure 1. The Stafford Hamlet Placed in a Regional Context





The Client

The Stafford Hamlet Board of Directors was established in 2006 and acts as the formal representation of the Stafford Hamlet community. It serves as an advisory body to Clackamas County's Board of County Commissioners. Although the Board formally represents its community, it has limited power in decision-making processes related to the future of the area. One of the Board's main roles is to advocate for the Stafford Hamlet community's interests in local and regional planning processes.



Figure 3. Stafford Hamlet Town Hall with Board, Aesop Planning and Community Members

"Hamlets are an end result of Complete Communities, a grassroots campaign launched by Clackamas County to give residents a say in their own future. Because it is a legally recognized body, the Hamlet represents an unprecedented opportunity for the residents of Stafford to have a meaningful voice at the state and county planning level. This is our chance to not only organize but also send a clear message that Stafford will determine its own fate." ¹ THE PLANNING PROCESS /

From January to June 2020, Aesop Planning worked with the Stafford Hamlet Board of Directors in order to develop this plan. The project's form changed and evolved throughout the process, as the planning team learned more about the needs of the Board and the Stafford Hamlet community. Initial plans for conducting public outreach events were disrupted mid-project, as COVID-19 made it impossible to hold in-person events. The planning process occurred in the following phases:

PHASE 1: VISIONING AND EARLY ENGAGEMENT Engage Board members and other key stakeholders Gain understanding of Stafford Hamlet's history and current conditions Develop a project scope that is designed to serve the needs of the client and Stafford Hamlet community



PHASE 2: RESEARCH AND PUBLIC OUTREACH

- Research relevant plans, case studies, and strategies
- Participate in board meetings and town halls hosted by the Board
- Interview stakeholders and key informants



PHASE 3: RECOMMENDATIONS AND PRODUCTION

- Compile information from research and public engagement efforts
- Develop a framework for making strategy recommendations
- Design final documents to best serve the function of supporting the Board's work

This plan consists of two main components: scenarios and strategy recommendations. This project is inspired by traditional scenario planning and anticipatory governance processes, but its components slightly deviate from traditional planning products in order to best meet the needs of the Board.

Scenarios

The Scenario Planning document explores three future events, or "scenarios", which may occur in Stafford Hamlet's future. In traditional scenario planning, communities consider how they may be affected by discrete and mutually exclusive futures, and make plans for how to address each of those unique scenarios. In many cases, "a single alternative or 'preferred scenario' is selected" and planned for.² In contrast, this plan explores future events which will have unique impacts on Stafford Hamlet, but which may occur either individually or consecutively. This approach provides flexibility to the Board as it considers and plans for multiple future events simultaneously. The scenarios in this plan were included because they were identified by key stakeholders as events which are possible, and even likely, to occur in the future.

The scenarios component of this plan is designed to:

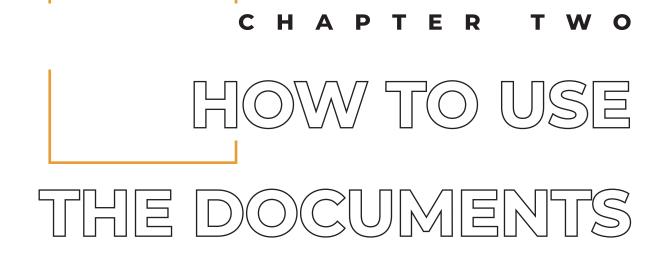
- Facilitate conversation within the Board
- Assist the Board in establishing a unified vision for the future
- Explore how future events may impact the Stafford Hamlet community
- Prepare the Board to implement strategies which will empower the community to shape its own future

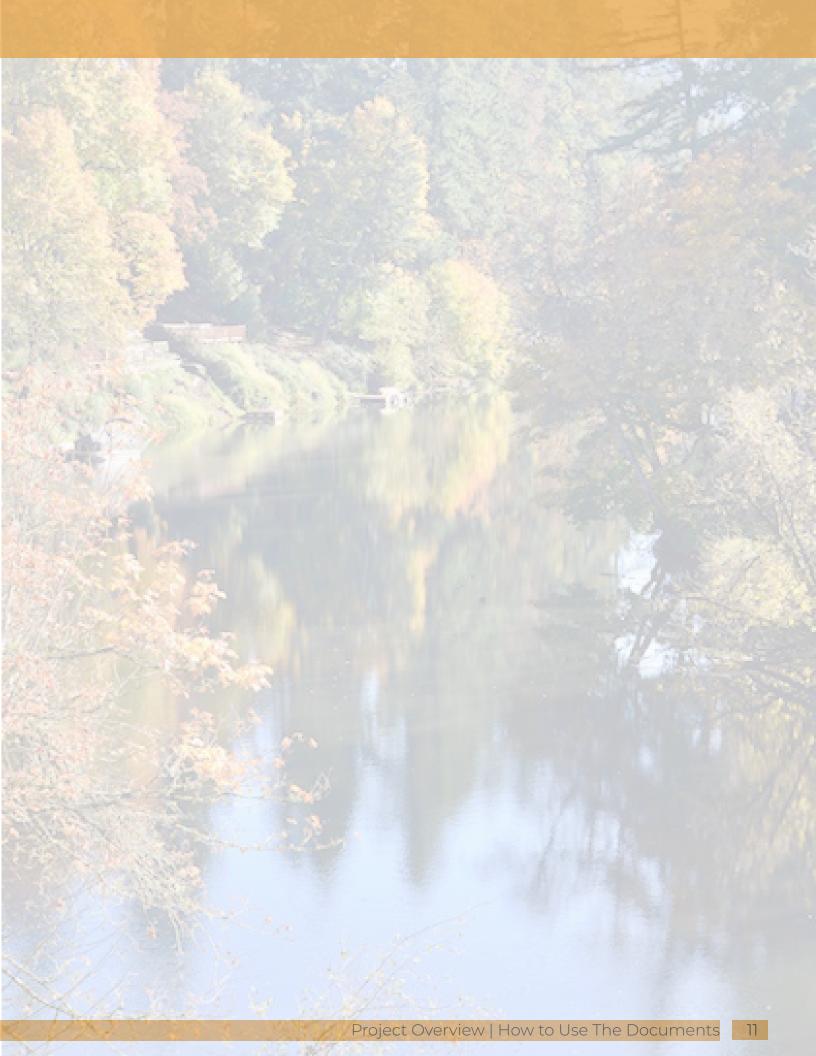
Strategy Recommendations

Four recommended strategies are proposed within the Strategy Recommendations document. These strategies are specific actions the Board can take in order to increase Stafford Hamlet's influence over its own future. Traditionally, strategies take various forms, including "actions that preserve future options, contingency plans to respond to specific scenarios, and no-regrets strategies or worst case strategies."³ The strategies which are recommended in this plan are designed to be proactive, allowing the Board to preserve future options and adapt to changing circumstances over time. These strategies are also intended to address multiple future scenarios at once.

The strategy recommendations component of this plan is designed to:

- Introduce the Board to new strategy options
- Empower the Board to take proactive action in promoting its community's interests
- Prepare the Board to attain the resources and partnerships that it needs to be successful
- Support the Board in creating equitable outcomes through its work





The documents included in this plan are designed for internal use by the Board. They will be most effective if they are explored and discussed collectively by the Board. Before the Board reviews these documents collectively, individual board members should familiarize themselves with the purposes and components of the documents. Collectively, the documents guide the Board through the process of acknowledging its community's past, considering what may occur in its future, and preparing to take action.

Project Overview

GOAL OF THE DOCUMENT:

Provide context for the project and the information that will be presented in the following documents.

There is a lot of information within this plan. The process of navigating these documents may seem overwhelming at first. This document is designed to help orient Board members and prepare them to explore the remaining documents. The "History and Context" section of this document can be used to help inform current and future Board members of the Hamlet's history, ensuring that all members are working from a common baseline of contextual knowledge.

Scenario Planning

GOAL OF THE DOCUMENT:

Guide the Board through the exploration of possible future events and serve as a vehicle for discussion.

This document is intended for internal use by the Board. A range of components are included within each scenario in order to help the Board consider multiple facets of the scenarios and gain a comprehensive understanding of them. Complementary components are grouped together and followed by discussion prompts which are designed to help the Board think collectively about the future.

Strategy Recommendations

GOAL OF THE DOCUMENT:

Recommend strategies that the Board can implement to progress the Stafford Hamlet's goals and vision while creating equitable outcomes for underrepresented and vulnerable residents.

This document describes four strategy recommendations that the Board can use to create outcomes that benefit the broader community. Each strategy is accompanied by case studies which demonstrate how other communities have successfully used similar strategies. Guidance regarding partnerships to develop, equity considerations to make, and next steps to take are included for each strategy to help the Board prepare to take action.

Collectively Engage with the Documents as a Board

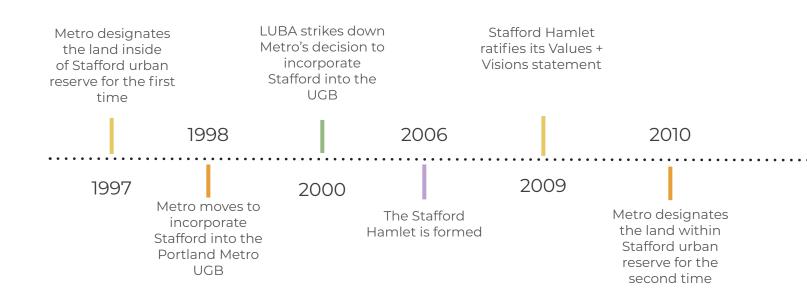
The Board should review all three of these documents collectively and ensure that all members have a mutual understanding of what the documents are and how they will be used. The annual board retreat could provide a good opportunity for the Board to collectively engage with this plan for the first time.

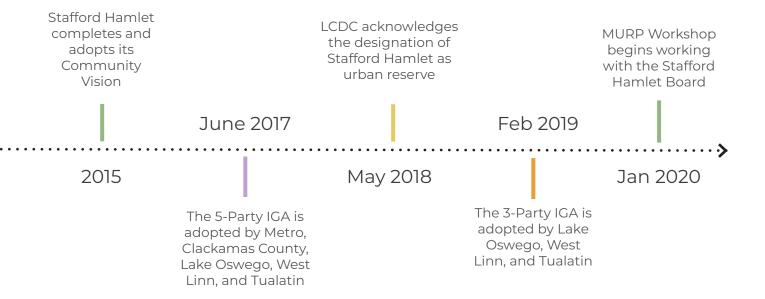
Subsequent meetings should be focused on reviewing the Scenario and Strategies documents in greater depth. When reviewing the scenarios, the Board should focus on developing a shared understanding of the events which may unfold in the Hamlet's future and the implications of those events. The "Questions to Consider" portion of the documents can guide the Board through meaningful conversations about these topics and their role in each scenario and strategy. During meetings, the Board should think carefully about these recommendations and collaboratively develop a plan for moving forward with the implementation of one or more strategies.

CHAPTER THREE HISTORY AND CONTEXT



TIMELINE OF STAFFORD HAMLET /---





Understanding Stafford Hamlet's history is essential to planning for its future. The area was originally home to indigenous members of the Kalapuya and Chinook tribes. White settlers took control of the area in the 1860's and established the agricultural heritage that many current residents still identify with. The community's recent history has largely been characterized by conflicts related to land use designations and development speculation. Some of the most notable of these events are outlined in the timeline on the previous page. These disputes have impacted the social and political climates within and surrounding the hamlet, and they are likely to continue to influence the community into the foreseeable future.

Indigenous History

Prior to white settlement in Oregon, the area now known as Stafford Hamlet was home to members of the Tualatin band of the Kalapuya Tribe and members of the Clackamas band of the Chinook Tribe. While residing in the region, the tribes utilized land management techniques such as selective thinning and burning of trees in order to create "open camas fields and grazing meadows for wild game."⁴ In the winter of 1856, the federal government mandated the forced removal of indigenous individuals from the Stafford area to the Grand Ronde Reservation. Many individuals did not survive the march to the reservation.⁵

Agricultural History

Like many regions in Oregon, land in the Stafford area was historically utilized by white settlers for residential and agricultural purposes. In the 1860's, Portland pioneer George A. Steel named Stafford after his hometown in Ohio. The Stafford School began operation in the community in 1892, and the Eastside Electric Railway reached the area in 1893.⁶ As cities in Oregon continued to experience growth over time, residents expressed concern that agricultural and open spaces in the state would be lost to development. In 1973, Governor Tom McCall signed Oregon Senate Bill 100 (SB 100), which established a statewide land use framework and mandated the creation of urban growth boundaries (UGBs) for cities in Oregon.⁷ Oregon's 19 Statewide Land Use Planning Goals are a product of SB 100. These goals guide all state, regional, and local planning efforts within the state. Many provisions of SB 100 were created with the intent of limiting the sprawl of urban areas and protecting agricultural land and open spaces near urban areas from uncontrolled development. When the Land Conservation and Development Commission (LCDC) approved the Portland Region's first UGB in 1980, it did not include land in the Stafford area.

In 1995, Metro designated the land in Stafford as urban reserves for the first time. This designation made the land in Stafford eligible for future incorporation into the Portland Region's UGB. In 1997, Metro moved to incorporate land in Stafford into the Portland Region's UGB. The following year, LCDC approved the expansion of the UGB to include 830 acres of land in Stafford, 762 of which were zoned for exclusive farm use. This decision was contested by Stafford residents and the surrounding cities. In 2000, the Oregon Land Use Board of Appeals (LUBA) remanded Metro's decision to incorporate land in Stafford into the UGB.⁸

Following Stafford's unincorporation from the Portland Region's UGB, Stafford residents increased their grassroots efforts to "become more involved with county government and help support their community."⁹ In 2006, Clackamas County initiated its Hamlet and Village Program, and Stafford Hamlet was formally created in December of that year. Designation as a hamlet granted the Stafford Hamlet Board of Directors the formal ability to participate in community projects, enter into intergovernmental agreements with other governmental groups, and conduct joint projects with other organizations.¹⁰ In 2009, residents of Stafford Hamlet ratified the "Vision and Values" statement which was presented to them by the Stafford Hamlet Board of Directors.

SB 100 and the Statewide Planning Goals

Urban Reserves Designation and UGB Incorporation/ Unincorporation

Formation of the Stafford Hamlet

Redesignation as Urban Reserves and the Creation of the CVP

In 2010. Metro and Clackamas County designated land within Stafford Hamlet as urban reserves for the second time. This designation was followed with a petition by 30 land owners, representing 307 acres of privately-owned land in the Borland neighborhood, to annex Borland into the Portland Region's UGB in 2011." In 2015, the Stafford Hamlet community adopted its original Community Vision Plan (CVP). The original CVP considered the Hamlet as two distinct districts and proposed different development options for each district. The CVP proposed that the Borland area may eventually be developed as a "Kruse-Way-type commercial development of class 'A' office buildings that also includes restaurants and other retail businesses to support the people working there." The plan proposed that the area north of the Tualatin River and the Halcyon neighborhood may be up-zoned in order to allow for more dense, clustered residential development, but discouraged the addition of employment land in this portion of Stafford Hamlet.¹²

Adoption of the 5-Party IGA

Clackamas County, Metro, the City of Lake Oswego, the City of Tualatin, and the City of West Linn jointly entered into an intergovernmental agreement (IGA) regarding the Stafford urban reserves area in June of 2017. Through this agreement, commonly referred to as the 5-party IGA, Metro and Clackamas County retained their control of the designation of urban and rural reserves in the Stafford area. Metro and Clackamas County also agreed to oppose the incorporation of a new city in the Stafford area, support the widening of I-205, and complete a transportation study in Stafford. The 5-party IGA granted Lake Oswego, Tualatin, and West Linn the ability to annex portions of the Stafford Hamlet into their boundaries. The agreement required that the three cities support the widening of I-205, coordinate concept planning for Stafford, and coordinate future development of the Hamlet. The IGA also granted citizens of Stafford Hamlet the ability to provide public testimony regarding desired community character, preservation of natural features, and other community concerns when concept plans are proposed for areas in Stafford Hamlet.¹³

In May of 2018, LCDC acknowledged Metro and Clackamas County's 2010 designation of Stafford Hamlet as urban reserves. In February of 2019, the City of Lake Oswego, the City of Tualatin, and the City of West Linn entered into an additional intergovernmental agreement regarding planning for the Stafford area. Through this agreement, commonly referred to as the 3-party IGA, Lake Oswego, Tualatin, and West Linn committed to collaborate to determine the location of concept planning areas and Urban Services Areas within the hamlet. The cities also agreed to coordinate the timing and contents of concept plans for areas within Stafford Hamlet and agreed to consider community character, provide understandable boundaries between communities, preserve natural features, and maintain functionality of transportation systems when creating such concept plans. The 3-party IGA also granted citizen participation organizations within Stafford Hamlet the right to participate in concept plan adoption processes in a similar capacity to neighborhood associations in the cities.¹⁴

After LCDC's acknowledgement of Stafford Hamlet's urban reserve designation in 2018, the original CVP became impossible to implement. In response, the Stafford Hamlet Board of Directors initiated the process of updating the community's CVP to present a unified vision for the entire hamlet instead of offering separate considerations for the Borland area. In November of 2019. Borland property owners petitioned for annexation into the Portland Region's UGB for a second time. This petition consisted of 25 property owners, representing 341 acres of privately-owned land in Borland, requesting annexation into the City of Tualatin's boundaries.¹⁵ In February of 2020, the Board introduced a draft of the proposed CVP update to community members at a town hall event. The Board held an additional town hall in March of 2020 in order to inform additional community members about the proposed update to the CVP. A community vote to approve or deny the updated CVP was scheduled for April 18, 2020, but was postponed due to the impacts of COVID-19.

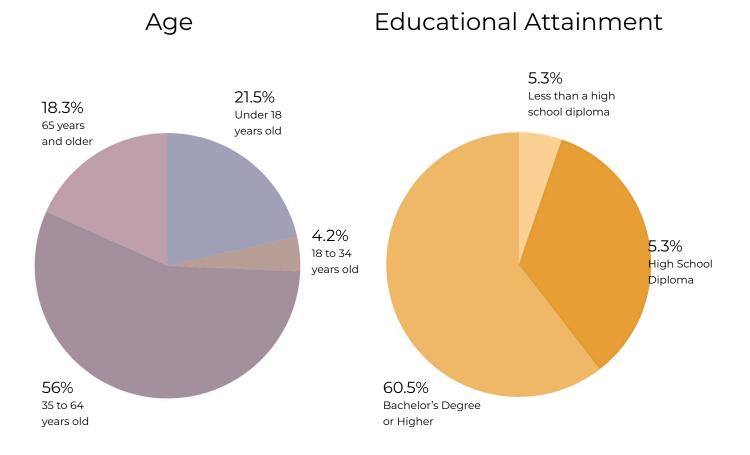
Adoption of the 3-Party IGA

CVP Update and Borland Petition for Annexation In addition to understanding the history of the Stafford Hamlet, it is also important to examine what the community is like today. Understanding who lives in the community and how their lives are shaped by the geographic features and land use designations within the hamlet is key. With this knowledge, the Board can be more prepared to engage with and advocate for its community.

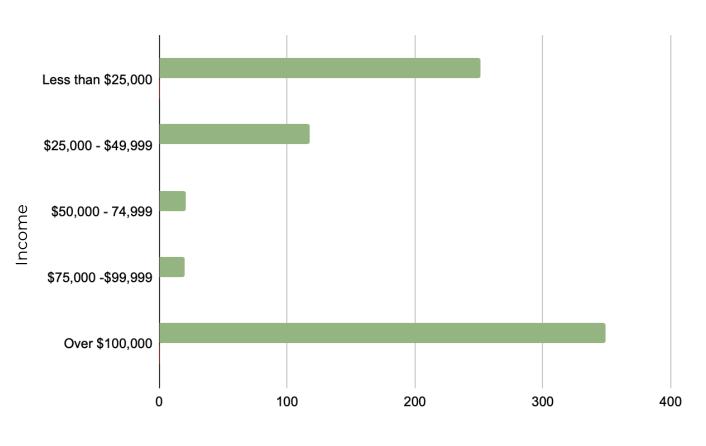
Demographics

Hamlet residents are predominantly white and most own the homes they live in. Most households in the hamlet earn either very high or very low incomes.

As of the 2014-18 American Community Survey, 1,809 individuals lived in Stafford Hamlet at a density of 288 people per square mile. The population of the Hamlet is predominantly white (96.2%), with 1.2% of the Hamlet's residents identifying as Black, 1.1% identifying as Asian, and 1.5% identifying as two or more races. Out of all housing units in the Hamlet, 79% are owner occupied.¹⁶ The graphics below visualize age and educational attainment rates of hamlet residents.



As shown in the graph below, most households in the Hamlet earn either less than \$25,000 per year (31.2%) or more than \$100,000 per year (49.0%), with only 19.8% of households in the Hamlet earning between \$25,000 and \$99,999 annually. 10.4% of families living in the Hamlet earn incomes which are below the poverty line as defined by the U.S. Census Bureau.¹⁶



Household Income

Households

Geography and Land Use:

Stafford Hamlet is a small community that is surrounded by a growing region. The natural resources and agricultural zones that are common in the hamlet distinguish the hamlet from nearby cities.

Stafford Hamlet is located in unincorporated Clackamas County, and it is situated between the cities of Lake Oswego, Tualatin, and West Linn. The land within the Hamlet is largely devoted to residential, agricultural, and open space uses. The Tualatin River and multiple tributaries run through Stafford Hamlet. Riparian and stream corridors account for 304 acres within the Hamlet. An additional 1,211 acres within the Hamlet are designated as either Class A or Class B wildlife habitat.¹⁷ The steep slopes that are present throughout the area affect the amount of land which can feasibly be developed. I-205 runs through Stafford Hamlet and serves as the area's main transportation connection. Future development within the Hamlet is conditional on the widening of the highway.

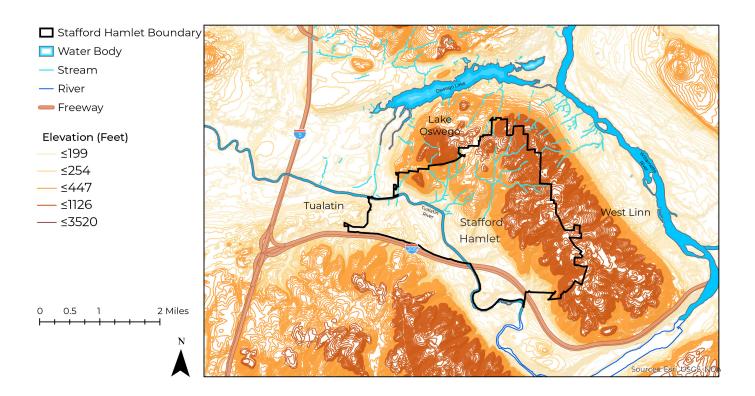
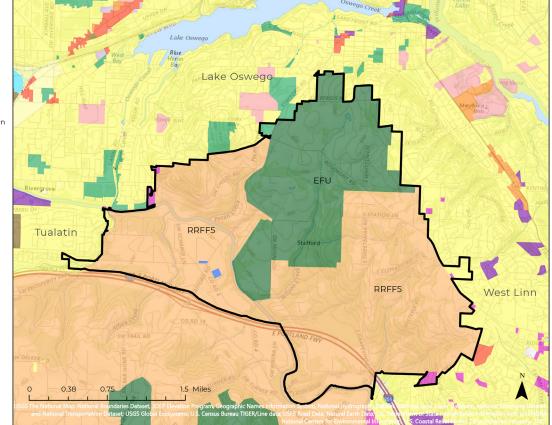


Figure 4. Geographical Features of the Stafford Hamlet and Surrounding Areas

The two most prominent land uses within Stafford Hamlet are Exclusive Farm Use (EFU) and Rural Residential Farm Forest 5-Acre (RRFF5). Figure 5 shows the locations of these zones within the hamlet. The minimum lot size within EFU zones is 20 acres. Uses permitted within this zone include propagation or harvesting of a forest product, farm use, buildings customarily provided in conjunction with farm use, creation or restoration of wetlands, and irrigation systems.¹⁸ The minimum lot size within RRFF5 zones is two acres, but the average lot size within a subdivision, partition, or replat must be five acres. Uses permitted within this zone include nature conservation areas, detached single family dwellings, and government-owned recreational uses. The RRFF5 zone also supports uses related to the raising, harvesting, and selling of crops as well as the feeding, breeding, management and sale of livestock, poultry, fur-bearing animals, and honeybees.¹⁹

Figure 5. Generalized Zoning Classifications for Study Area



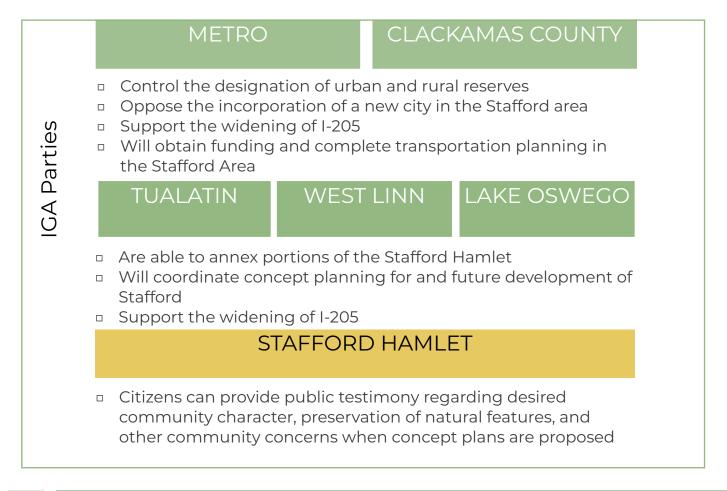


Stafford Hamlet Boundary

Land use decisions within Stafford Hamlet are shaped by multiple state, regional, and local plans. These planning documents can provide insight into the values and priorities of the government agencies that will have a role in shaping the hamlet's future. Understanding these plans can help Board members prepare to effectively advocate for their community's interests.

The 5-Party IGA:

On June 28, 2017 the following parties entered into an intergovernmental agreement (IGA) regarding the areas within the Stafford Hamlet which are designated as urban reserves: Clackamas County, Metro, The City of Lake Oswego, The City of Tualatin, and The City of West Linn. This agreement granted Lake Oswego, Tualatin, and West Linn (The Three Cities) control over the planning, process, and timing for the urbanization of Stafford Hamlet. The document also acknowledges the importance of preserving the agricultural heritage, environmental assets, and significant open spaces within the Hamlet. The agreement describes requirements related to concept planning, public engagement, transportation planning and funding, and urban service agreements which must be met by The Three Cities prior to any future development within the Hamlet. The image below visualizes the parties within the 5-party IGA and their respective roles.



The 3-Party IGA:

On February 21, 2019 The Three Cities entered into an intergovernmental agreement regarding planning for the Stafford urban reserves. Within this IGA, The Three Cities agree to conditions related to the timing and coordination of concept planning for areas within the Stafford urban reserves. As of May 2020, The Three Cities are negotiating the terms of how the IGA will be executed. The image below visualizes the parties within the 3-party IGA and their respective roles.

TUALATIN

WEST LINN

- Will collaborate to determine concept planning and Urban Services Areas
- Will coordinate the timing and contents of concept plans for areas within the Stafford Hamlet

 Will consider community character, provide understandable borders between communities, preserve natural features, and maintain functionality of transportation and other systems when creating concept plans for areas within the Stafford Hamlet

 Will follow established dispute resolution processes in the event of a disagreement with the other parties

STAFFORD HAMLET

 Citizen participation organizers within the Stafford Hamlet will be able to participate in concept plan adoption processes in a similar capacity to city neighborhood associations

LAKE OSWEGO

Clackamas County's "Hamlets and Villages Handbook" In 2015, Clackamas County published a Hamlets and Villages Handbook which outlines the County's expectations for the organizational structures, financial operations, and public processes related to the formation and operation of villages and hamlets within its jurisdiction. The handbook also explains the roles of villages and hamlets as advisory bodies to the Board of County Commissioners and provides insight into the county's code as it relates to hamlets and villages.²⁰

Clackamas County Comprehensive Plan:

This comprehensive plan provides an overview of the county's goals for future development, services, and goals for its communities. This plan provides policies which inform transportation, land use, housing, recreation, and other decisions which are made by the County. The goals and policies included in the comprehensive plan currently affect unincorporated areas of Clackamas County, including Stafford Hamlet, and it currently impacts development and services within the hamlet until annexation occurs.²¹

Metro's 2040 Growth Concept

The 2040 Growth Concept developed by Metro designates the area within the Stafford Hamlet as urban reserves. This means that the land within the Hamlet is eligible for future adoption into the region's urban growth boundary.²²

Lake Oswego, Tualatin, and West Linn Comprehensive Plans Comprehensive plans provide overviews of cities' goals for future development of their communities. These plans provide policies which inform transportation, land use, housing, recreation, and other decisions which are made by local governments. The goals and policies included in the comprehensive plans of Lake Oswego, Tualatin, and West Linn currently affect areas adjacent to Stafford Hamlet, and they will affect future development of areas within the hamlet if annexation occurs.^{23, 24, 25} CONCLUSION

The "rural character" of Stafford Hamlet juxtaposes the urban nature of the region that surrounds it. This tension has created many conflicts regarding land use designations and prospective development within the community. Current and future members of the Stafford Hamlet Board of Directors face many unique challenges as they plan for their community's future. However, they also have a unique opportunity to shape the future of the hamlet. Moving forward, the Board must engage with the community in order to understand the range of interests that are present in the hamlet and craft a unified vision for the future. They also must work to advocate for their community's interests while recognizing the broader needs of the Portland region. The following documents within this plan are intended to help the Board internally clarify its mission, strengthen its understanding of local and regional needs, and prepare to take action in the future.

A P P E N D I C E S SUPPLEMENTAL MATERIALS



Pglof7

THREE CITY INTERGOVERNMENTAL AGREEMENT

APPENDIX A: 3-PARTY IGA

PLANNING FOR THE STAFFORD URBAN RESERVE

RECITALS

- 1. By intergovernmental agreement dated June 28, 2017, among the Cities, Clackamas County (the "County"), and Metro (the "Five-Party IGA"), the Cities agreed to end their long-standing opposition to designation of Metro study areas 4A, 4B, 4C, and 4D ("Stafford") as urban reserve in return for recognition by the County and Metro that the Cities will be responsible for and have control over the planning and timing of any urbanization of Stafford. Consequently, the Cities did not file an objection or appeal of Metro's submittal to the State of Oregon Land Conservation and Development Commission ("LCDC"). LCDC acknowledged Metro's designation of urban reserves (including Stafford) and Clackamas County's and Multnomah County's designation of rural reserves on May 16, 2018.
- 2. The Cities had long opposed the designation of Stafford as urban reserve because of concerns with regard to the high cost of providing the necessary public infrastructure, including the feasibility of providing functional transportation infrastructure, and the potential for severe negative impacts on community character and livability, if urbanization were to occur in an uncoordinated manner before the necessary infrastructure is planned for and funded.
- 3. The purpose of Metro's urban reserves designation is to provide for a 20- to 30-year supply of land for employment and residential land needs beyond the 20-year supply of those lands provided for in the Metropolitan Urban Growth Boundary ("UGB"). Given the infrastructure challenges, any urbanization of Stafford is not likely to occur until the latter part of this period.
- 4. Section 2 of the Five-Party IGA and Section 3.07.1110 of the Metro Code require that the Cities must have adopted a concept plan or plans for Stafford, or any portion thereof, before it can be considered for addition to the UGB. Section 2.a of the Five-Party IGA states that the timing for commencement and completion of a concept plan is up to the affected city.
- 5. The Parties recognize that uncoordinated decisions by one Party could have severe, negative impacts on the other Parties. The purpose of this Agreement is to identify the prerequisites for concept planning, to provide for coordination of concept planning, and to adopt a method for dispute resolution in order to ensure the orderly and coordinated process for any urbanization of Stafford, concurrent with the provision of required urban services, to provide for citizen involvement, and to ensure preservation of community character and important natural resources.

Page 1 of 5 - THREE CITY INTERGOVERNMENTAL AGREEMENT - PLANNING FOR THE STAFFORD URBAN RESERVE

Pg 2 of 7

6. The Parties also recognize that this Agreement is consistent with and implements the Five-Party IGA and, therefore, is necessary to support the determination by Metro and Clackamas County that the designation of Stafford as an urban reserve is supportable under the urban reserve factors contained in ORS 195.145(5) and OAR 660-027-0050.

NOW, THEREFORE, the Parties agree as follows:

1. Timing of Concept Planning

1.1 The Parties agree that a very significant challenge for urbanization of Stafford in terms of cost and the potential for severe, negative community impacts is providing for adequate transportation infrastructure and transit service.

1.2 The Parties further agree that a key piece of infrastructure that must be planned for and funded before the Parties can complete meaningful concept planning is the widening of Interstate 205 to three lanes in each direction from Oregon City to Stafford Road and the replacement or reconstruction of the Abernethy Bridge ("I-205 Widening Project"). Given the jurisdiction over and the cost of this project, it will have to be a regional project funded by state and federal funds.

1.3 The Parties, therefore, agree that no Party will complete or adopt any concept plan for any part of Stafford under Title 11 of the Metro Urban Growth Management Functional Plan (Metro Code Section 3.07), or that otherwise constitutes a concept plan under the terms of the Five-Party Agreement, or that otherwise constitutes a criterion for UGB expansion, nor will any Party apply for, promote or support any expansion of the UGB into any part of Stafford, until:

1.3.1 **South of Tualatin River**. For any concept plan proposal involving a portion of Stafford that is south of the Tualatin River:

approval; and

(a) The I-205 Widening Project has received preliminary design

(b) Funds to construct the I-205 Widening Project have been identified and appropriated; and

(c) Construction of the I-205 Widening Project is scheduled to begin in two years or less.

1.3.2. North of the Tualatin River. For any concept plan proposal involving any portion of Stafford that is north of the Tualatin River, the later of:

- (a) December 31, 2028; or
- (b) until all the conditions in subsections 1.3.1 (a), (b) and (c) are met.

1.4 By mutual written amendment to this Agreement, the Parties may substitute an alternative I-205 improvement project in place of the I-205 Widening Project as used in Section 1.3, if all the Parties determine in the discretion of each that the alternative project includes high-

Page 2 of 5 - THREE CITY INTERGOVERNMENTAL AGREEMENT - PLANNING FOR THE STAFFORD URBAN RESERVE

Pg 3 of 7

capacity transit or other features that enhance capacity and mitigate impacts in a substantially equivalent or superior manner to the I-205 Widening Project.

2. Coordination of Concept Planning

2.1 Notice of Intent to Initiate Concept Plan. Before initiating concept planning for any portion of Stafford, the planning Party will provide not less than 90 days' written notice to the other Parties. Representatives of all three Parties will meet simultaneously at least twice before the end of the 90-day period to discuss the process, including an approach to addressing any concerns. If one or more Parties refuse to meet during the 90-day period, the initiating Party may begin concept planning, but must still meet the other obligations of coordination under this Agreement.

2.2 **Coordination among the Cities.** The planning Party will coordinate with the other Parties in developing the concept plan, and will provide ample opportunities for the other Parties to evaluate and meaningfully participate and comment on the proposed plan. Further, if a Party (the "objecting Party") presents to the planning Party substantial evidence that a proposed concept plan or concept plan element will materially impair or degrade the functionality of a transportation or utility facility or any other system of the objecting Party or of a service provider providing service within the objecting Party's planning and service area as determined under Section 3 of this Agreement, the planning Party will, in good faith, address the alleged impacts and revise its concept plan or include mitigation measures or requirements that specifically and effectively address the impacts.. For the purposes of this section, substantial evidence includes without limitation evidence that the objecting Party's standards for transportation level of service, operations and safety will be impaired or degraded.

2.3 **Citizen Involvement.** Each Party's consideration and approval of its concept plan will follow the citizen involvement procedures and requirements for comprehensive plan amendments contained in that Party's comprehensive plan and land use regulations. Each Party will coordinate with the Stafford Hamlet and other Clackamas County citizen participation organizations within Stafford in the same manner as a city neighborhood association or other city-recognized citizen involvement organization with relation to providing involvement opportunities during the concept plan adoption process, but shall not be required to provide fee waivers or any other financial or in-kind support.

2.4 **Concept Planning Criteria in Addition to Metro Code.** In addition to concept planning criteria under Metro Code Section 3.07.1100 that is consistent with the Five-Party IGA, the Parties agree that the following criteria will apply to Stafford area concept plans:

- (a) Consider community character;
- (b) Provide separation between communities and understandable borders;
- (c) Preserve natural features;

(d) Maintain functionality of transportation and other systems. Unless mitigated and addressed as provided in Section 2.2, no material impairment or degradation of the functionality of a transportation or utility facility or system of another Party.

Page 3 of 5 - THREE CITY INTERGOVERNMENTAL AGREEMENT - PLANNING FOR THE STAFFORD URBAN RESERVE

Pg 4 of 7

3. **Determination of Concept Planning and Urban Services Areas.** Commencing no earlier than the year 2020, the Parties will develop and enter into an amendment to this Agreement establishing boundaries for each Party's concept planning and Urban Services Area in Stafford. The boundaries will be based upon the considerations listed in Section 2.4 and in Exhibit A. The Parties agree to work with each other to develop and employ a coordinated public review and involvement process in each City before approving the boundaries and the amendment.

4. Adjustments for Certain Public Facilities or Services.

4.1 Notwithstanding the timing requirements of Section 1 of this Agreement, provided that all three Parties agree in writing in advance, a Party may approve a concept plan and apply for or support a UGB expansion at any time to include an area of less than 120 acres in Stafford, provided that the area is publicly-owned, and use of the area is limited to parks, recreation, open space, or agricultural uses. Concept plans under this Section 4 are subject to the noticing, coordination and citizen involvement provisions in Sections 2.1, 2.2, and 2.3 of this Agreement. Nothing shall prohibit a Party from including an area that has been concept planned or brought into the UGB under this Section 4 in subsequent concept planning for a larger area in compliance with the terms of this Agreement.

4.2 The Parties hereby agree to Lake Oswego concept planning and requesting UGB expansion under this Section 4 to include all or part of the Luscher Farm/Rosemont Open Space properties consisting of approximately 110.5 acres at 125-385 S. Rosemont Road in Stafford, depicted in Exhibit B with tax lot numbers 21E16AD 03000, 03001; 21D16D 00100, 00300; 21D16E 00200; and 21E15C 00700, 00300, provided that the Luscher Farm/Rosemont Open Space properties are publicly-owned, and use of the Luscher Farm/Rosemont Open Space properties is limited to parks, recreation, open space, or agricultural uses. In the event Lake Oswego acquires the private parcels north of Rosemont Road that lie between 21E15C 00700 and 00300, as shown on Exhibit B, Lake Oswego may include those additional parcels as part of the concept planning and proposed UGB expansion together with the other properties approved under this subsection, provided that the parcels are publicly-owned, and use is limited to parks, recreation, open space with the other properties approved under this subsection, provided that the parcels are publicly-owned, and use is limited to parks, recreation, open space may include those additional parcels as part of the concept planning and proposed UGB expansion together with the other properties approved under this subsection, provided that the parcels are publicly-owned, and use is limited to parks, recreation, open space or agricultural uses.

5. Enforcement/Dispute Resolution. If any dispute arising out of or relating to this Agreement, including the alleged breach, validity, interpretation and performance thereof ("Dispute"), is not resolved through negotiation within 30 days of written notice of a Dispute sent by one of the Parties to the others, the Parties agree to then use their best efforts in good faith to settle the Dispute by mediation before resorting to litigation or some other dispute resolution procedure. The mediator will be an individual acceptable to all three Parties, but in the absence of agreement each Party will select a temporary mediator and the temporary mediators will jointly select the permanent mediator. Each Party will pay its own costs for the time and effort involved in mediation. The cost of the mediator will be shared equally among the Parties. The mediation session will be held within 45 days of the retention of the mediator, and last for at least one full day before any Party has the option to terminate the process. The process will continue until a Party or the mediator states there is no reason to continue because of an impasse that cannot be overcome and sends a "notice of termination of mediation" to the (other)

Page 4 of 5 - THREE CITY INTERGOVERNMENTAL AGREEMENT - PLANNING FOR THE STAFFORD URBAN RESERVE

Parties. Upon termination of mediation, each Party will have the right to exercise all legal remedies available at law or equity. If the Parties reach agreement in mediation, the agreement will be reduced to writing and signed by all Parties.

6. **Miscellaneous Provisions.**

Governing Law. The laws of the State of Oregon will govern this Agreement 6.1 and the Parties will submit to the jurisdiction of the courts of the State of Oregon.

Amendments. This Agreement may be amended at any time with the written 6.2 consent of all Parties.

Severability. If any covenant or provision of this Agreement is adjudged void, 6.3 such adjudication will not affect the validity, obligation, or performance of any other covenant or provision which in itself is valid if such remainder would then continue to conform with the terms and requirements of applicable law and the intent of this Agreement.

Term. This Agreement shall be effective upon execution by all Parties identified 6.4 herein. This Agreement will terminate on the same date as the Reserves IGA, December 31, 2060, unless terminated earlier by agreement of the Parties. If during the term of this Agreement there is a change in applicable law or other circumstance that materially affects compliance with one or more provisions of this Agreement, the Parties agree to negotiate in good faith a revision to this Agreement to address such law or circumstance in manner consistent with the intent of this Agreement.

IN WITNESS WHEREOF, each Party has caused this Intergovernmental Agreement to be executed by its duly authorized representative on the dates below. This agreement has been executed in triplicate originals, with one to be held by each of the Parties.

CITY OF LAKE OSWEGO

Kent-

By: Kent Studebaker, Mayor

CITY OF TUALATIN

By: Frank Bubenik, Mayor

CITY OF WEST LINN

By: Russ Axelrod, Mayor

Dated: February 6, 2019

Dated: FeBRing 11, 2019

Dated: February 21, 2019

Page 5 of 5 - THREE CITY INTERGOVERNMENTAL AGREEMENT - PLANNING FOR THE STAFFORD URBAN RESERVE

Pg 6 of 7

EXHIBIT A- Three City Intergovernmental Agreement

Considerations in drawing boundaries

- 1. Efficient and effective use of existing and planned public investments
 - Transportation
 - Sanitary and Storm Sewer
 - Water
 - Open space
 - Emergency response
 - Schools
- 2. Existing parcelization and committed land uses
- 3. Separation of cities and understandable boundaries

Although it is too early to consider land use and urban design, boundaries should support each city in maintaining its distinct identify and sense of place.

Avoid splitting properties between cities and support efficient operations and maintenance of city infrastructure

- 4. Natural areas
 - Promote efficient management of natural resources, e.g., avoid fragmentation of major stream corridors.
 - Use natural areas and natural features as buffers/greenbelt for separation between cities.
 - Provide equitable distribution of regional open spaces among cities.
- 5. Development costs and fiscal impact
 - Equitable distribution of buildable land for housing and employment
 - Consider relative cost of serving areas; avoid creating areas that are isolated or not fiscally feasible to serve (topography, transportation access, parcelization)

Pg 7 of 7



APPENDIX B: 5-PARTY IGA

Pg1of5

INTERGOVERNMENTAL AGREEMENT STAFFORD URBAN RESERVE AREAS

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made this 28th day of June 2017, by Clackamas County ("County"), Metro, the City of Lake Oswego, the City of Tualatin, and the City of West Linn (individually a "City", collectively the "Cities") (together the "Parties"). This is an addendum to the Intergovernmental Agreement between Metro and Clackamas County To Adopt Urban and Rural Reserves entered into pursuant to ORS 195.141 and ORS 190.010 to 190.110 and dated March 3, 2010 ("Reserves IGA").

RECITALS

- 1. The Metro Council and the Clackamas County Commission are working together to finalize the designation of urban and rural reserves by adopting findings in support of the decisions made by Metro, Clackamas County, Multnomah County, and Washington County in 2010;
- 2. Under state law, Metro and the three counties in the region are tasked with identifying those areas adjacent to the existing urban growth boundary (UGB) that are best suited for providing land to accommodate urban growth in the region over the next 40 to 50 years;
- 3. The Cities have long opposed the designation of Metro study areas 4A, 4B, 4C and 4D ("Stafford") as urban reserve because of concerns with regard to efficient use of existing and currently planned future public infrastructure investments and whether urban level public services can be efficiently and cost-effectively provided by appropriate and financially capable service providers;
- 4. The Parties recognize that resolving the dispute over the designation of Stafford will enable the parties to focus collaboratively on planning for and providing urban services and prioritizing the needed regional improvements to the transportation system, such as the widening of I-205 from Oregon City to Stafford Road;
- 5. The Parties enter into this IGA in order to alleviate the concerns of the Cities and better support the designation of Stafford under the Factors by ensuring an orderly process for any urbanization of Stafford where the Cities will have control over the planning, process and timing for the urbanization of Stafford, that the Parties will coordinate with one another and with any affected special districts serving Stafford on the effective date of this Agreement, and that Stafford will not be urbanized before appropriate urban services will be available; and
- 6. The Parties also desire to recognize that the Stafford Hamlet and surrounding area is a unique enclave in Clackamas County that has a long standing agricultural heritage, significant environmental assets, and valued open space that should be preserved through the concept planning process;

NOW, THEREFORE, it is mutually agreed that the Parties voluntarily enter into this Intergovernmental Agreement addressing issues and concerns raised by the Cities regarding the designation of Stafford as an urban reserve. Specifically, the Parties agree as follows:

Page 1 - Intergovernmental Agreement - FINAL

Pg 2 of 5

1. City Governance. The Parties agree that Stafford will be governed by one or more of the Cities upon expansion of the urban growth boundary and annexation. The governing City will have the authority to decide what land uses should be planned for, and when and how municipal services will be provided. Notwithstanding anything to the contrary in the Reserves IGA, Exhibit B, Section 4, or Metro Code Sections 3.07.1105 to 3.07.1130 ("Title 11"), Metro and the County will oppose any future effort to incorporate a new city. Metro and the County will similarly oppose creation of any service district to provide water or sanitary sewer services in Stafford outside of a city, unless there is no practicable alternative to creation or expansion of a sewer district in order to remediate a health hazard created by development in existence on the effective date of this IGA.

2. Completion of a City Concept Plan.

- a. The Parties recognize that the Cities will be the public bodies that have the responsibility to plan for any future urbanization of Stafford and that the urbanization of Stafford will only occur upon annexation to one or more of the Cities. Prior to adding any part of Stafford to the UGB, the City that will be responsible for annexing that part of Stafford must first have developed a concept plan for the area describing how the area will be planned and developed after inclusion in the UGB. The timing for commencement and completion of a concept plan will be up to the City.
- b. The Cities will coordinate concept planning with one another and with the County and special districts serving Stafford on the effective date of this Agreement to determine which City or special district is the appropriate urban services provider for each part of Stafford. The Parties agree to develop a preliminary concept plan to address transportation, density, community character, and infrastructure issues to help ensure that future, more detailed sub-area "concept plans" can be developed and coordinated. The parties agree to participate in good faith in future planning efforts for Stafford, in coordination with each other, and with other public, private, and community stakeholders.
- c. Each governing City will be responsible for determining the pace and timing of future development within an area to be incorporated into the UGB. The form and character of development will be determined through the concept planning process under Title 11 and Section 2 of this Agreement, and will be consistent with community values and environmental requirements.
- d. The County shall not amend the Comprehensive Plan or Zoning and Development Ordinance or the Comprehensive Plan Map or zoning designations:
 - i. To allow within Urban Reserve areas, new uses that were not allowed on the date the Urban Reserve areas were designated, except those

Page 2 - Intergovernmental Agreement - FINAL

Pg 3 of 5

uses mandated by amendments to the Oregon Revised Statutes or Oregon Administrative Rules enacted after designation of Urban Reserves.

- ii. To allow within Urban Reserve areas, the creation of new lots or parcels smaller than allowed on the date Urban Reserve areas were designated, except as mandated by amendments to the Oregon Revised Statutes or Oregon Administrative Rules enacted after designation of Urban Reserves. The purpose of the designation is to preserve lands for potential future urban development, not to facilitate or expedite their development under County zoning.
- e. Notwithstanding anything to the contrary in Metro Code 3.07.1110(d), Metro agrees that the concept plan or plans developed pursuant to Section 2 of this Agreement will be used to designate 2040 design types for Stafford and to develop conditions in the Metro ordinance that adds any Stafford territory to the UGB. The Parties agree that the concept plans will govern amendments to the Cities and County comprehensive plans and land use regulations following addition of the area to the UGB.
- 3. **Citizen Involvement**. The Parties agree that future decision-making regarding the timing and content of concept planning and the expansion of the UGB must involve the participation of citizens from the Stafford community, as well as other stakeholders, and will take into account public testimony about desired community character, preservation of natural features, and other community concerns when developing the concept plans.
- 4. Urban Services Agreements. At such point in time that any portion of Stafford is included within the UGB, the City that is responsible for urbanization of that area will negotiate and enter into an urban services agreement pursuant to ORS 195.065 with any special district that is providing services to that area of Stafford on the effective date of this Agreement or that may be created thereafter pursuant to Section 1 of this Agreement.
- 5. Grant Funding for Transportation Planning. Metro and the County will undertake a transportation planning project using the \$170,000 Community Planning and Development Grant from Metro to the County to study and plan for transportation and other public infrastructure conditions and needs in the Stafford area. Work on this planning project is anticipated to begin once Metro and the County have finalized the decision on urban reserves.
- 6. **Support for Widening I-205**. The Parties agree to continue to support the Joint Policy Advisory Committee on Transportation's decision to make widening I-205 from Oregon City to Stafford Road a top priority for regional transportation projects in order to help address the significant transportation infrastructure issues related to future urbanization of Stafford as well as other regional transportation needs.

Page 3 - Intergovernmental Agreement - FINAL

Pg 4 of 5

- 7. **Transportation and Infrastructure Improvements.** Urbanization and urban development will be planned to coincide with transportation and infrastructure improvement necessary to serve such development.
- 8. The Findings. This IGA will be entered into the record of the Metro and Clackamas County proceedings on the remand of the 2010 Stafford urban reserve designation. The Metro and County remand findings will cite this IGA as evidence necessary to meet the designation requirement under ORS 195.145(5)(c) and OAR 660-027-0050(3) that the Stafford area can be served by urban level public facilities and services efficiently and cost-effectively by appropriate and financially capable service providers.
- **9.** No Appeal by the Cities. In consideration for the promises and commitments made herein, the Cities agree that the Cities will not challenge the designation of Stafford as Urban Reserve either before the State of Oregon Land Conservation and Development Commission or by appeal to the Oregon Court of Appeals.
- 10. Governing Law. The laws of the State of Oregon will govern this Agreement and the Parties will submit to the jurisdiction of the courts of the State of Oregon.
- 11. Amendments. This Agreement may be amended at any time with the written consent of all Parties.
- 12. Severability. If any covenant or provision of this Agreement is adjudged void, such adjudication will not affect the validity, obligation, or performance of any other covenant or provision which in itself is valid if such remainder would then continue to conform with the terms and requirements of applicable law and the intent of this Agreement.
- 13. Term. This Agreement shall be effective upon execution by all Parties identified herein. This Agreement will terminate on the same date as the Reserves IGA, December 31, 2060, unless terminated earlier by agreement of the Parties. If during the term of this Agreement there is a change in applicable law or other circumstance that materially affects compliance with one or more provisions of this Agreement, the Parties agree to negotiate in a good faith a revision to this Agreement to address such law or circumstance in manner consistent with the intent of this Agreement.

[Signatures on Following Page]

Page 4 – Intergovernmental Agreement – FINAL

Pg 5 of 5

IN WITNESS WHEREOF, each party has caused this Intergovernmental Agreement to be executed by its duly authorized representative on the date first mentioned above.

Metro Council

Dated: June 29, 2017

Dated: June 2 3, 2017

Dated: June 28, 2017

Dated: June 28, 2017

Clackamas County

Kent Studieake

City of Lake Oswego

City of Tualatin

City of West Linn

Dated: June 28, 2017

Page 5 – Intergovernmental Agreement – FINAL

-/ APPENDIX C: ANNEXATION SUPPORT /

Letter of Support for Annexation from Borland Neighborhood Association

Borland Neighborhood Association

P.O. Box 941 Lake Oswego, OR 97034

SUBMITTED FOR THE RECORD By: 10 Schedber 1 Pub Faller Date: UD Stlg Agenda Item No.: 200 00 Comment Recording Secretary: M. Montag

November 21, 2019

Mayor Frank Bubenik, President Tualatin City Council Tualatin, Oregon 97062

Dear Mayor Bubenik:

On behalf of the Borland Neighborhood Association, We are pleased to present the current signed Petition of Support of the Borland area Property Owners requesting Annexation into Tualatin, OR.

During our efforts in 2011 to garner support for Borland's admission into the UGB and work with the surrounding cities, we had 30 owners representing 307 acres of the Borland non-government private land area.

Our current Petition has 25 signatures of support representing 341 acres of Borland non-government private land area. We have 6 owners of properties that had supported the 2011 efforts that are either now absentee owners that we have not connected with or are still getting back to us. They represent 36 additional acres. Sadly, two of the 2011 owners are no longer alive and of those, one of the properties has been purchased by the County and Metro. Please note that this 341 acres represents approx. 85% of the non-governmental acreage of the Borland area.

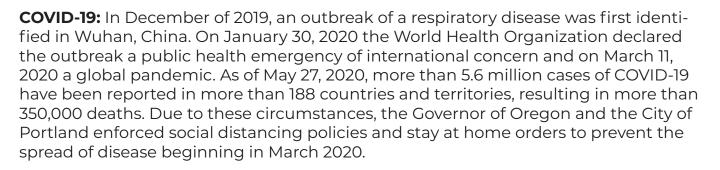
Mayor Bubenik, this level of support is unheard of in the development world. This support is also an indication of how much our owners appreciate and acknowledge the City of Tualatin begining this effort to initiate action with regards to the Borland area.

We look forward to collabrating with the City in going forward with the needed traffic study and other pre-planning efforts required in this process.

Best regards to you and the rest of the Tualatin City Council and again, many thanks from all of our Borland Owners.

Borland Neighborhood Association Board of Directors:

Linda Unti, Len Schaber, Mike Hellburg, Chris Guettler, Rob Fallow



GLOSSARY

Household Income: All the information shared in the documents about demographics was taken from the U.S. Census Bureau's American Community Survey (ACS) data and is for the Stafford Census Designated Place (CDP). Below is a map of this region, with the Stafford CDP shown in light orange. This area aligns with the data we received from the GIS departments of both the surrounding cities and Metro. Household Income is defined by the U.S. Census Bureau as "the income of the householder and all other individuals 15 years old and over in the household, whether they are related to the householder or not." Essentially, it is the combined income of anyone living in the house who is over the age of 15. Unlike other demographics such as race or educational attainment, household income is calculated by household rather than by individual persons. Some households consist of only one individual over the age of 15. A household income for this type of household would simply be that person's annual income.

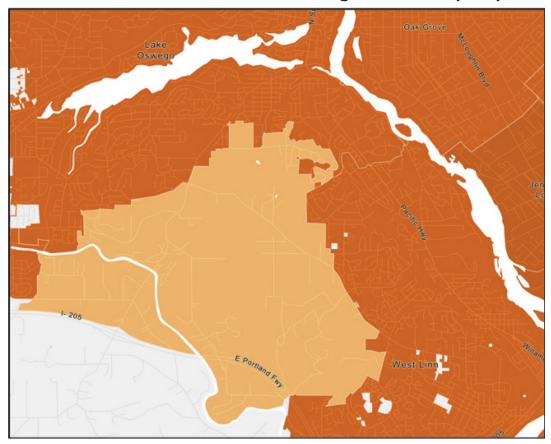


Figure 6. US Census Bureau Stafford Census Designated Place (CDP)

Informants: An individual who has insider or expert knowledge about a topic, such as land use law, the history of a community, or a local planning process.

No-Regret Strategies: Near-term actions or strategies that can be adapted over time to address more than one possible future scenario. Usually these strategies require less time commitment and financial resources than other strategies.

Stakeholders: A person with an interest in the outcome of a process, decision, or future scenario.

Partnerships: A relationship or agreement between two or more entities or organizations to advance their mutual interests. All parties are gaining something from a partnership, and ideally to an equal extent.

Worst Case Strategies: Actions that address the worst outcomes possible in the future.

ACRONYMS

CVP: Community Vision Plan

EFU: Exclusive Farm Use

IGA: Intergovernmental Agreement

RRFF5: Rural Residential Farm Forest 5-Acre

SB: Senate Bill

UGB: Urban Growth Boundary

1. "Our Story." Stafford Hamlet. Accessed May 15, 2020. https://staffordhamlet.com/ our-story/

REFERENCES

- 2. Zapata, Marisa A., and Nikhil Kaza. "Radical Uncertainty: Scenario Planning for Futures." PDX Scholar. Portland State University, January 2015. http://archives.pdx.edu/ ds/psu/20353.
- 3. Quay, Ray. "Anticipatory Governance: A Tool for Climate Change Adaptation." Journal of the American Planning Association (2010): 496-511.
- "Urban Rural Interface Agricultural Challenge #3." Stafford Hamlet, November 27, 2019. https://staffordhamlet.com/urban-rural-interface-active-agricultural-challenge-3/
- 5. "Our Story." The Confederated Tribes of the Grand Ronde, Accessed May 15, 2020. https://www.grandronde.org/history-culture/history/our-story/
- 6. ""Stafford, Oregon." Wikipedia. Accessed May 15, 2020. https://en.wikipedia.org/wiki/ Stafford,_Oregon
- "Senate Bill 100." Oregon Legislative Assembly 2019 Regular Session. Accessed May 15, 2020. https://olis.leg.state.or.us/liz/2019R1/Downloads/MeasureDocument/SB100/ Introduced
- 8. "LUBA No. 99-009 and 99-010." Land Use Board of Appeals, June 16, 2020. https:// www.oregon.gov/LUBA/docs/opinions/2000/06-00/99009.pdf
- 9. "Hamlets and Villages." Clackamas County, Accessed May 15, 2020. https://www. clackamas.us/community/handv.html
- 10. "Hamlets and Villages." Clackamas County, Accessed May 15, 2020. https://www. clackamas.us/community/handv.html
- 11. Borland Neighborhood Association, Letter to Tualatin Mayor Frank Bubenik, November 21, 2019.
- 12. "Community Vision Plan." Stafford Hamlet, Accessed May 15, 2020. https://stafford-hamlet.com/original-cvp/

- 13. "Hamlets and Villages." Clackamas County, Accessed May 15, 2020. https://www. clackamas.us/community/handv.html
- 14. "Three City Intergovernmental Agreement: Planning for the Stafford Hamlet Reserve." West Linn, Accessed May 15, 2020. https://westlinn.granicus.com/MetaViewer.php?view_id=&clip_id=939&meta_id=43112
- 15. Borland Neighborhood Association, Letter to Tualatin Mayor Frank Bubenik, November 21, 2019.
- 16. U.S. Census Bureau 2014-2018 ACS Data via Social Explorer. Accessed May 15, 2020.
- 17. "Stafford Hamlet Reference Guide." Stafford Hamlet. April 16, 2018. https:// staffordhamlet.com/wp-content/uploads/2019/04/Stafford-Hamlet-Reference-Guide_4-16-2018-1.pdf
- 18. "Rural Residential, Recreational Residential, Rural Residential Farm Forest, Farm Forest, and Future Urban Districts." Clackamas County Zoning and Development Ordinance, Accessed May 15, 2020. https://dochub.clackamas.us/documents/ drupal/3705351b-e323-4480-b6e0-db9a7d3e1d5b
- 19. "Intergovernmental Agreement: Stafford Urban Reserve Area." Clackamas County, Accessed June 28, 2017. https://dochub.clackamas.us/documents/drupal/2dbf35f3-14b3-4a77-8ddd-1df34029a470
- 20."Hamlets and Villages." Clackamas County, November 2015. https://dochub.clackamas.us/documents/drupal/f695bbcc-6efb-428b-a4c9-5e25aca2422b
- 21. "Comprehensive Plan." Clackamas County, Accessed May 31, 2020. https://dochub. clackamas.us/documents/drupal/b7b0d7e0-73b0-423e-99a1-f3c9533b3290
- 22. "2040 Growth Concept Plan." Metro, December 19, 2014. https://www.oregonmetro. gov/2040-growth-concept
- 23. "Comprehensive Plan." The City of Lake Oswego, March 18, 2014. https://www.ci.oswego.or.us/planning/comprehensive-plan
- 24. "Comprehensive Plan." City of Tualatin, Accessed June 1, 2020. https://www.tualatinoregon.gov/planning/comprehensive-plan-development-code
- 25. "City of West Linn Comprehensive Plan." City of West Linn, October 2016. https:// westlinnoregon.gov/sites/default/files/fileattachments/planning/page/6526/west_ linn_comp_plan_-_updated_07-31-2017.pdf

LIST OF FIGURES AND TABLES

Figure 1. (pg 3)

Map: The Stafford Hamlet Hamlet Placed in a Regional Context Author: Hannah Anderson, Aesop Planning, 2020 Data Source: Esri, Garmin, NOAA NGDC, Oregon Metro RLIS Discovery

Figure 2. (pg 3)

Map: Stafford Hamlet Study Area Author: Heide Camarata, Aesop Planning, 2020 Data Source: Esri, HERE, Garmin, FAO, NOAA, USGS, OpenStreetMap contributors National Transportation Dataset, NOAA, Oregon Metro RLIS Discovery

Figure 3. (pg 4)

Image: Stafford Hamlet Town Hall with Board, Aesop Planning and Community Members Source: Aesop Planning, 2020

Graphs (pg 20-21) Demographic Charts

These graphs show demographic data for the Stafford Hamlet US Census Designated Place.

*See Glossary for full breakdown of how this data is calculated Author: Hillary Harris, Aesop Planning, 2020 Data Source: U.S. Census Bureau's American Community Survey (ACS)

Figure 4. (pg 22)

Map: Geographical Features of the Stafford Hamlet and Surrounding Areas Author: Heide Camarata, Aesop Planning, 2020 Data Source: Esri, HERE, Garmin, FAO, NOAA, USGS, OpenStreetMap contributors National Transportation Dataset, NOAA, Oregon Metro RLIS Discovery

Figure 5. (pg 23)

Map: Generalized Zoning Classifications for Study Area Author: Heide Camarata, Aesop Planning, 2020 Data Source: Esri, USGS, National Hydrography Dataset, National Landcover Database, National Structures Dataset, National Transportation Dataset, US Census Bureau TI-GER/ Line Data, USFS Road Data, Natural Earth Data, US Department of State Humanitarian Information, National Centers for Environmental Information, US Coastal Relief Model, Oregon Metro RLIS Discovery

Figure 6. (pg 30)

Map: US Census Bureau Stafford Census Designated Place (CDP) Data Source: U.S. Census Bureau's American Community Survey (ACS) 2018

*A note on maps: The information provided in these maps was derived from digital GIS databases. Care was taken in the creation of these maps, however, Aesop Planning makes no claims and no warranties which accompany these maps in the event of any errors, omissions or positional accuracy. Users are cautioned to field verify information on these maps before making any decisions or actions in reliance upon any of the data.

