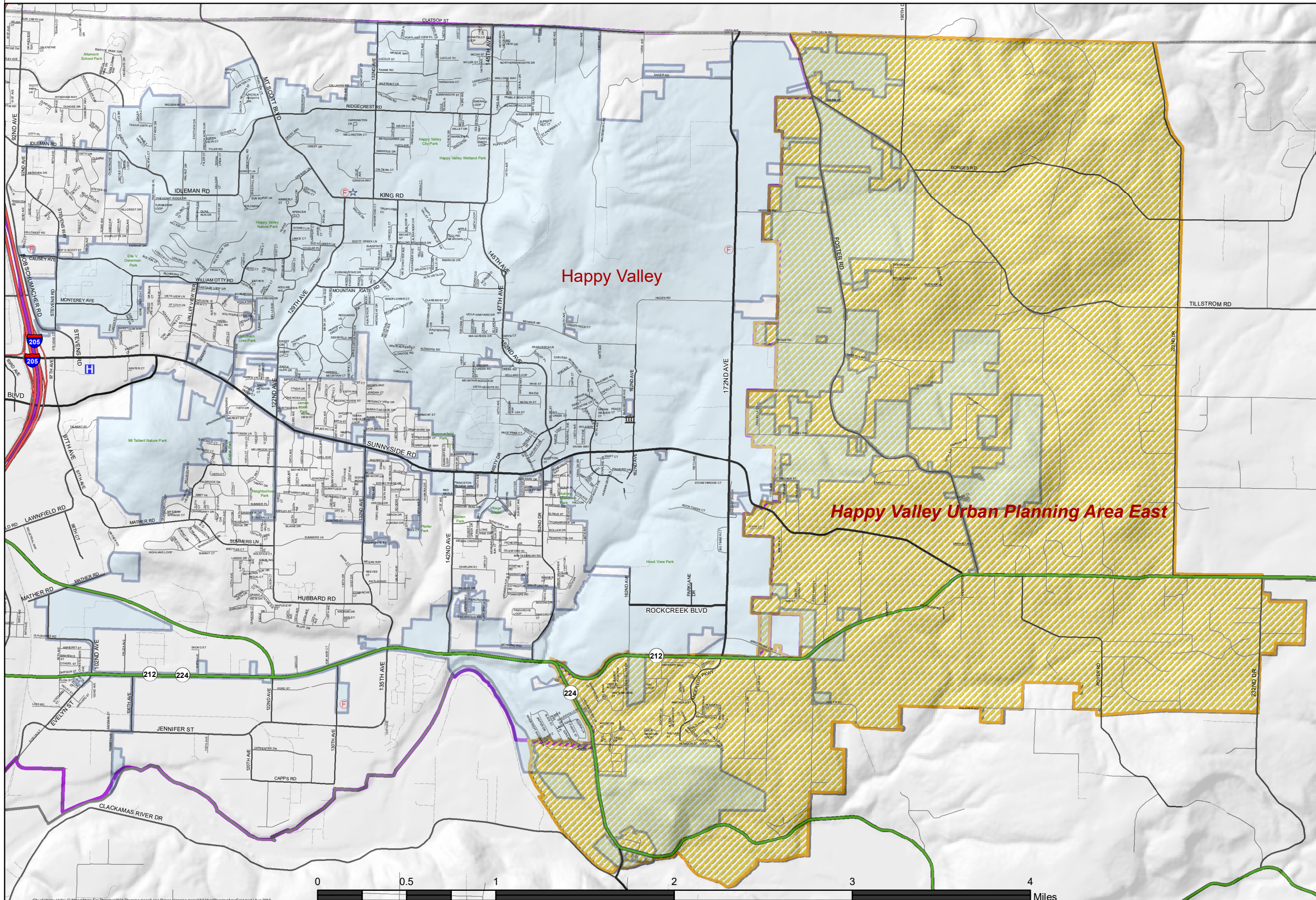
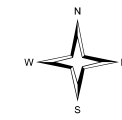


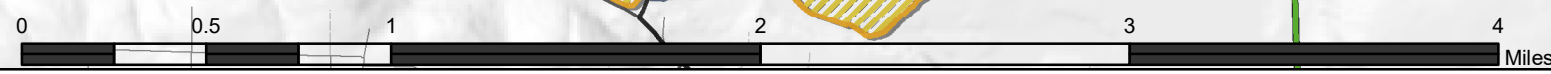
EXHIBIT A - Happy Valley Urban Planning Area East Map



- Happy Valley City Hall
- SM_Roundabout
- Happy Valley Boundary
- Happy Valley Urban Planning Area East
- County Boundary
- Urban Growth Boundary
- Current Happy Valley UGMA
- Tax lots

- Streets**
- Interstate Highway
 - State Highway
 - Major Arterial
 - SM_Roundabout
 - Minor Arterial
 - Collector
 - Neighborhood
 - Residential/Local
 - Private

Source: Data from Clackamas County GIS (2010)
 The information on this map was derived from digital databases from the City of Happy Valley. Care was taken in the creation of this map but it is provided "as is". The City of Happy Valley cannot accept any responsibility for any errors, omissions, or positional accuracy, and therefore, there are no warranties which accompany this product. Although information from Land Surveys may have been used in the creation of this product, it is not a substitute for a professional Land Survey. Users are cautioned to field verify information on this product before making any decisions.



**CITY OF HAPPY VALLEY/CLACKAMAS COUNTY
URBAN GROWTH MANAGEMENT AGREEMENT**

This Urban Growth Management Agreement (“UGMA” or “Agreement”), by and between the City of Happy Valley, an Oregon municipal corporation (“City”) and Clackamas County, a political subdivision of the State of Oregon (“County”) (collectively, the “Parties,” and each individually a “Party”).

RECITALS

WHEREAS, authority is conferred upon local government under ORS 190.010 to enter into an agreement for the performance of functions and activities that the local government, its officers or agencies has authority to perform; and

WHEREAS, the City and the County have a common interest in coordinated comprehensive plans, compatible land uses and coordinated planning of urban facilities within the Happy Valley Urban Planning Area East (“HVUPAE”), as described in Exhibit A to this Agreement; and

WHEREAS, the exchange of information should concentrate on issues that may have a significant impact on either Party and should not entail cumbersome procedural requirements that may increase the time necessary to expedite decision making; and

WHEREAS, OAR 660-003-0010 requires management plans for unincorporated areas within an urban growth boundary to be set forth in a statement submitted to the Land Conservation and Development Commission (“LCDC”) at the time of acknowledgement request; and

WHEREAS, OAR 660-011-0015 requires an urban growth management agreement to specify the entity responsible for the preparation, adoption and amendment of the public facility plan(s); and

WHEREAS, the City and County previously entered into an urban growth management agreement on January 30, 1992, and amended on June 19, 2001, and subsequently amended on November 18, 2013 for areas to the west and southwest of the existing City of Happy Valley (extending to the Veterans Memorial Highway), which is hereby referred to as the “UGMA WEST” and is a separate urban growth management agreement from this Agreement, which is hereby referred to as the “UGMA EAST”.

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

2021-0580

12/02/2021 2:06:29 PM

NOW THEREFORE, the Parties agree as follows:

AGREEMENT

1. Definitions.

As used in this Agreement, the following words shall mean or include:

- 1.1 Comprehensive Plan. Any plan document as described in ORS 197.015(5) that is adopted by a Party and that applies within the HVUPAE.
 - 1.1.1 City Comprehensive Plan. The City of Happy Valley Comprehensive Plan.
 - 1.1.2 County Comprehensive Plan. The Clackamas County Comprehensive Plan.
- 1.2 Land Use Policies. The whole or any part of any comprehensive plan, subarea comprehensive plan, Title 16 of the City's Municipal Code ("Development Code"), the Clackamas County Zoning and Development Ordinance ("ZDO"), refinement plan, public facility plan developed under OAR Chapter 660, Division I, land use regulation as defined by ORS 197.015(11), or any other generally applicable policy regulating the use or development of land. As applied to Metro, "Land Use Policies" include Planning Goals and Objectives, Regional Urban Growth Goals and Objectives, Functional Plans, and Regional Framework Plans.
- 1.3 Happy Valley Urban Planning Area East ("HVUPAE"). The HVUPAE includes unincorporated land within the Portland Metropolitan Urban Growth Boundary ("UGB") located generally east of 172nd Avenue and west of 222nd Avenue, as illustrated on the map attached as Exhibit A to this Agreement.

2. Terms of this Agreement.

- 2.1 This UGMA EAST becomes effective as specified under Section 8.3, below, and shall continue thereafter for an initial term of 10 years, unless terminated as provided in this Section or modified consistent with Section 8.4. This Agreement automatically renews for one additional 10-year term unless, not later than 90 days prior to the expiration of the initial term of this UGMA, one of the Parties provides the other Party with written notice that it does not wish to renew the UGMA EAST, in which case this UGMA will automatically terminate upon completion of the initial 10-year term. Either Party may terminate this agreement at any time after providing at least 90 days written notice to the other Party.

3. General Provisions.

- 3.1 General Planning and Permitting Responsibilities
 - 3.1.1 Comprehensive Plan/Zoning Designations and Amendments. The County Comprehensive Plan and zoning shall apply to all unincorporated land within the HVUPAE until such time as those lands are annexed into the City. Unless

otherwise provided by law, the development of a comprehensive plan map amendment or zone change for the unincorporated areas within the HVUPAE shall be a coordinated joint effort of the Parties. The County shall be responsible for preparing and making a decision on all legislative and quasi-judicial comprehensive plan amendments/zone changes for areas within the HVUPAE not annexed to the City in coordination with the City and consistent with state law and the Metro Functional Plan. The City shall have the unrestricted right to review, comment on and appeal all legislative and quasi-judicial comprehensive plan amendments/zone changes processed by the County within the HVUPAE.

3.1.2

Land Use Permitting Authority. The County Comprehensive Plan and land use regulations shall apply to an application for a permit or other land use review within the HVUPAE not annexed to the City. County shall retain responsibility and authority for all implementing regulations and land use actions for all unincorporated lands within the HVUPAE, until lands are annexed to the City.

For properties that annex into the City of Happy Valley in the HVUPAE, the City shall apply the underlying County Plan and zone provisions in accordance with the procedural framework of the City's Municipal Code until the City has adopted urban City Comprehensive Plan designations and zoning districts for the HVUPAE.

3.1.3

Urban Plan Development. The Parties agree that the City shall be responsible for developing and adopting an urban Comprehensive Plan and zoning districts for areas that do not currently have urban designations within the HVUPAE, per Section 4 of this Agreement.

3.1.4 Land Divisions. Land divisions that would create parcels smaller than 20 acres in size shall not occur within lands with a Rural Comprehensive Plan designation within the HVUPAE.

3.2 Annexation.

3.2.1 Conditions Requiring Annexation. The owner(s) of property adjacent to the City (including by extension of a public right-of-way or body of water, per the City's annexation policies), who are seeking access to City-provided services (for example, Planning, Engineering, or Building Division permits) may be required to submit an annexation petition to the City.

3.2.2 Annexation Consent. At the discretion of the Board of County Commissioners ("Board"), the County may provide consent for annexations, when such consent is required per ORS 222.170 or ORS 222.125 for properties utilizing county right-of-way for an annexation, if city agrees to accept the transfer of the section of the roadway being used to access the annexed property.

3.2.3 Annexation Plan. Any City-initiated Annexation Plan shall be developed consistent with applicable state and regional laws. Opportunity shall be provided

to citizens, the County, active Citizen Planning Organizations (“CPOs”) and affected service providers to review and comment on the Annexation Plan prior to any annexation election. Annexation Plan(s) will include development of public facilities plan(s) for the Annexation Plan area(s).

3.3 Public Facilities.

3.3.1 Public Facilities Plans. Except as identified in Section 4, the City shall coordinate the preparation or amendment of public facilities plans within the HVUPAE as may be required by OAR Chapter 660, Division 11 (Public Facilities Planning) and applicable sections of ORS Chapter 195 with the appropriate service providers. Upon annexation, an area within the HVUPAE shall be provided with public facilities services through a combination of City-provided services and by way of Intergovernmental Agreements (“IGAs”) with applicable service providers, which may include the following: sanitary storm services – Water Environment Services “WES”); water service providers – Sunrise Water Authority, Clackamas River Water; county road services – Clackamas County Department of Transportation and Development; fire prevention services – Clackamas Fire District No. 1; services related to the provision and maintenance of open space – Metro; mass transit services – Tri-Met; and, school facility planning – North Clackamas School District No. 12, Gresham-Barlow School District, and Centennial School District.

3.3.2 New Service Districts. County shall not form any new county service districts to serve any areas within the HVUPAE, nor shall it support the annexation of any land within the HVUPAE to any such districts or to any other service districts without the prior written consent of the City.

4. Planning for Urbanization of Rural Lands in the HVUPAE.

4.1 Planning authority. The City shall be responsible for planning for any future urbanization of rural lands within the HVUPAE. The urbanization of rural lands within the HVUPAE will only occur upon annexation to the City. The City shall coordinate with the County Planning Division and other relevant County Department of Transportation and Development (“DTD”) staff regarding future urban planning and development activities and the transportation network in the HVUPAE. County staff shall be invited to participate in the proceedings of all relevant Technical Advisory Committees in the review of urban plans within the HVUPAE. The City shall notify and coordinate with the County on amendments to the City’s Transportation System Plan (“City TSP”).

4.2 Land use and transportation planning in the HVUPAE. Building off existing studies and previously completed planning work, the City of Happy Valley and the County will develop the following planning documents for the HVUPAE:

4.2.1 Integrated Land Use and Transportation Plans (Urban Plans):

The City may create detailed, integrated land use and transportation plans for “phases,” or portions of the HVUPAE that the City determines are of sufficient size to phase development and urban service provision in a cost-effective and efficient manner. These plans shall include all elements required for a full urban

comprehensive plan for the selected area.

4.2.1.1 Coordination: All integrated land use and transportation plans shall be coordinated with the County to ensure consistency with County transportation plans and other planning in adjacent unincorporated rural areas. The City shall lead this planning undertaking with County coordination and participation in all relevant committees.

4.2.1.2 Notification: The City shall notify the County Planning Director prior to the initiation of each phase of urban land use and transportation planning. Notification shall, at a minimum, include a map of the area to be planned and an estimated timeframe for adoption of an urban plan.

4.2.1.3 Providing Employment Land: The City and County recognize the importance of providing employment land to support stronger economic growth in the County and will work together to identify opportunities to provide such lands in the HVUPAE, to potentially include employment areas different than those identified as Metro Title 4 lands.

4.2.1.4 Providing Affordable Housing Opportunities: The City and County recognize the importance of providing land for the development of affordable housing in the County and will work together to identify opportunities to provide such lands in the HVUPAE.

4.2.2 Clackamas County Transportation System Plan (“County TSP”): An update of the County TSP will be developed for the Metro UGB area illustrated within Exhibit A beyond (east of) any areas inside the HVUPAE that are not part of an integrated land use and transportation plan that is adopted or actively being completed by the City. The County TSP update will plan for transportation improvements necessary to serve travel patterns that are expected in the future in and adjacent to the HVUPAE including, without limitation, those areas within the Metro UGB but outside the HVUPAE.

4.3 State Highway System Improvements. The City and County recognize the importance of working with the Oregon Department of Transportation (“ODOT”) to ensure that state transportation facilities be built/improved to accommodate expected population and employment growth in the HVUPAE and will utilize any subsequent land use and transportation plans to advocate for the timely development of the Sunrise Highway.

5. Other City Responsibilities.

5.1 Functions. All functions relating to the subject matter of this Agreement not specifically listed in this Section or any Exhibit as being the responsibility of the City will remain the responsibility of County. City shall be responsible for the timely and effective distribution to County of studies, information, requests, data and personal communications in City's possession on any matter concerning coordination between the City and County and/or regarding any infrastructure or policy issues coordinated by County.

5.2 Road Jurisdiction, Transfer and Condition. The City shall assume jurisdiction of the full width of any applicable segment of County road classified by the County as minor arterial, collector, connector, or local street that is within or immediately abutting an area annexed to the City within one year of the date of that annexation, assuming all provisions detailed below have been met. The transfer and assumption of jurisdiction shall be consistent with the provisions of ORS 373.270.

Concurrent with the date that a road is transferred, the County will upgrade the roadway or provide funds equivalent to the cost of a two-inch overlay over the existing pavement area, unless the road has a Pavement Condition Index (PCI) rating of 70 or higher, or the Parties mutually agree that overlay funds are not necessary for transfer. Alternatively, if a roadway or roadway section has a PCI of 50 or less, the City will only accept said roadway once a PCI of 70 or higher is achieved by the County or the Parties mutually agree upon a funding level equivalent to upgrading of the roadway to a PCI of 70 or higher.

5.2.1 For any County minor arterial, collector, connector or local street within the City boundary that is being transferred, but subsequent to annexation, the County shall allow improvements to be constructed to City standards and defer permitting authority to the City. The City shall issue all appropriate permits directly to the developer.

5.2.2 For any improvements to a County major arterial road within the City boundary, the County shall determine if City standards along the major arterial are acceptable to the County and do the following:

- A. If the City standards are acceptable to the County, the County shall allow all improvements to be constructed to City standards. The County shall issue all appropriate permits with City concurrence.
- B. If the proposed cross section standards are not acceptable to the County, the County shall require those improvements to be constructed to County standards. The County shall issue all appropriate permits.

5.3. City Notice to and Coordination with the County and CPOs.

5.3.1. The City shall provide notice to the County and the appropriate active CPOs at least 20 days prior to the first public hearing on all proposed annexations or extraterritorial service extensions into unincorporated areas.

5.3.2. The City shall provide notice to the County at least 20 days prior to the first scheduled public hearing on all proposed legislative changes to the City Comprehensive Plan or any quasi-judicial hearings regarding properties adjacent to unincorporated areas within the HVUPAE.

5.3.3. The City shall notify and coordinate with the County on amendments to the City TSP.

5.3.4. City shall provide notice and a service-provider comment letter to the applicable County Department in conjunction with the City's review of any land use application or building permit in which the proposed development activity might affect County facilities.

6. Other County Responsibilities.

6.1. County Notice to and Coordination with the City for Lands in HVUPAE.

6.1.1. The County shall provide notice to the City at least 20 days prior to the first scheduled public hearing on all proposed legislative changes to the County Comprehensive Plan text, implementing ordinances or other land use policies affecting land within the HVUPAE, and shall provide notice to the City at least 20 days prior to the first scheduled quasi-judicial public hearing regarding any properties adjacent to the City's incorporated area.

6.1.2. The County shall provide notice to the City at least 20 days prior to a staff decision on any Type II application for administrative action as provided in the ZDO for property within the HVUPAE.

6.1.3. The County shall notify and invite City staff to participate in or comment on all pre-application meetings for design review, conditional use permits, partitions, subdivisions or other significant development proposals within unincorporated areas of the HVUPAE at least 15 days prior to any such meeting.

6.1.4. Any amendments proposed by the County to the UGB within one mile of the HVUPAE will be reviewed jointly by the City and the County prior to submission to Metro.

6.1.5. In any County land use proceeding affecting property within the HVUPAE, the County shall enter all written comments received from the City into the public record and shall consider such written comments in the exercise of its planning and plan implementation responsibilities.

7. Mutual Indemnification

- 7.1 Subject to Article XI of the Oregon Constitution and ORS 30.260 to 30.300, the City will hold harmless, defend and indemnify the County, its elected officials, officers, and employees, for and against any claims or damages to property or injury to persons, resulting in whole or part from City's acts or omissions in performing any obligations under this Agreement.
- 7.2 Subject to Article XI of the Oregon Constitution and ORS 30.260 to 30.300, the County will hold harmless, defend and indemnify the City, its elected officials officers and employees for and against any claims or damages to property or injury to persons, resulting in whole or part from the County's acts or omissions in performing any obligation under this Agreement.

8. General Provisions.

8.1 Applicable Law. This Agreement shall be governed by Oregon law, without giving effect to the conflict of law provisions thereof, and the Parties agree to submit to the jurisdiction of the courts of the State of Oregon.

8.2 Insurance Coverage.

8.2.1. Commercial General Liability Insurance. Each of the Parties shall obtain and maintain at all times during the course of this Agreement commercial general liability insurance coverage pursuant to Oregon Tort Claims Act and subject to the limits of the Act covering Bodily Injury and Property Damage on an "occurrence" form in the amount of not less than \$1 Million per occurrence/\$2 Million general aggregate for the protection of the other Party, its officers, elected officials and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement.

8.2.2. Notice of Cancellation. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew any Party's insurance coverage contemplated by this Agreement without 60 days written notice to the other Party. Any failure to comply with the provision will not affect the insurance coverage provided to the Party. The 60-day notice of cancellation provision shall be physically endorsed on to the policy.

8.2.3. The County may self-insure to meet the minimum insurance requirements of this Section 8.2, to the extent that it maintains a self-insurance program that complies with the insurance requirements applicable under this Section 8.2.

8.3 Effective Date and Term. This Agreement shall become effective on the last date signed below and shall continue in effect according to its Terms.

8.4 Amendment. This Agreement may be amended at any time consistent with Section 8.9 below.

8.5 Assignment. Except as otherwise provided herein, the Parties may not assign any of their rights or responsibilities under this Agreement without prior written consent from the other Party, except that a Party may delegate or subcontract for performance of any of their responsibilities under this Agreement.

8.6 Dispute Resolution.

8.6.1. Subject to mutually agreed upon extensions of time in writing, failure or unreasonable delay by any party to substantially perform any material provision of this agreement shall constitute default. In the event of an alleged default or breach of any term or condition of this agreement, the Party alleging such default or breach shall give the other Party not less than 30 days written notice specifying the nature of the alleged default and the manner in which the default may be cured satisfactorily. During this 30-day period, the Party shall not be considered in default for purposes of termination or instituting legal proceedings.

8.6.2. The Parties shall first attempt to resolve the dispute by negotiation, followed by mediation, if negotiation fails to resolve the dispute.

8.6.3. Step One: (Negotiation). Each Party will select one or more person(s) to negotiate on behalf of the entity they represent. Those person(s) shall then meet and attempt to resolve the issue. If the dispute is resolved, there shall be a written determination of such resolution, signed by a representative of each Party and ratified by the governing bodies that shall then be binding.

8.6.4. Step Two: (Mediation). If the dispute cannot be resolved within thirty (30) days at Step One, the Parties may submit the matter to mediation. The Parties shall attempt to agree on a mediator. If they cannot agree, the Parties shall request a list of five (5) mediators from an entity or firm providing mediation services. The Parties will attempt to mutually agree on a mediator from the list provided, but if they cannot agree, each Party shall select one (1) name. The two selected shall select a third person who shall serve as the mediator. The common costs of mediation borne equally by the Parties with each bearing its own costs and fees. If the issue is resolved at this step, a written determination shall be signed by each Party and approved by the governing bodies.

8.6.5. Step Three (Legal Action). If the dispute remains unresolved following mediation, the Parties may seek remedy by appropriate proceedings filed in Clackamas County Circuit Court. In any such judicial proceeding, each Party shall be responsible for its own costs and fees.

8.7 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which may be executed by any one or more of the parties hereto, and all of such counterparts shall constitute one Agreement. Counterparts of executed signature pages may be attached to any one or more counterparts of this Agreement. To facilitate execution of this Agreement, the Parties may execute by facsimile or e-mail transmission counterparts of the signature pages.

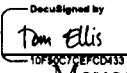
- 8.8** Severability. In the event a court of competent jurisdiction deems any portion or part of this Agreement to be unlawful or invalid, only that portion of part of the Agreement shall be considered unenforceable. The remainder of this Agreement shall continue to be valid.
- 8.9** Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any prior oral or written agreements or representations relating to the HVUPAE. No waiver, consent, modification or change of terms of this Agreement shall bind the Parties unless in writing and signed by each party.
- 8.10** Non-Exclusive Rights and Remedies. Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive and shall be in addition to and cumulative with all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- 8.11** Debt Limitation. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- 8.12** Waiver. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- 8.13** Interpretation. The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- 8.14** No Third-Party Beneficiary. Neither Party intends that this Agreement benefit, or create any right or cause of action in, or on behalf of, any person or entity other than the County or the City.
- 8.15** Notices. All notices or other communications required or permitted under this Agreement shall be in writing, and shall be mailed or sent by scanned document (e-mailed) or faxed with hard copy to follow by post, addressed as follows:

To City: City of Happy Valley
Economic & Community Development Department
16000 SE Misty Drive
Happy Valley, OR 97086

To County: Clackamas County Planning & Zoning Division
150 Beavercreek Rd.
Oregon City, OR 97045

IN WITNESS WHEREOF, the respective Parties have caused to be signed on their behalf and enter into this Agreement on the last date indicated below.

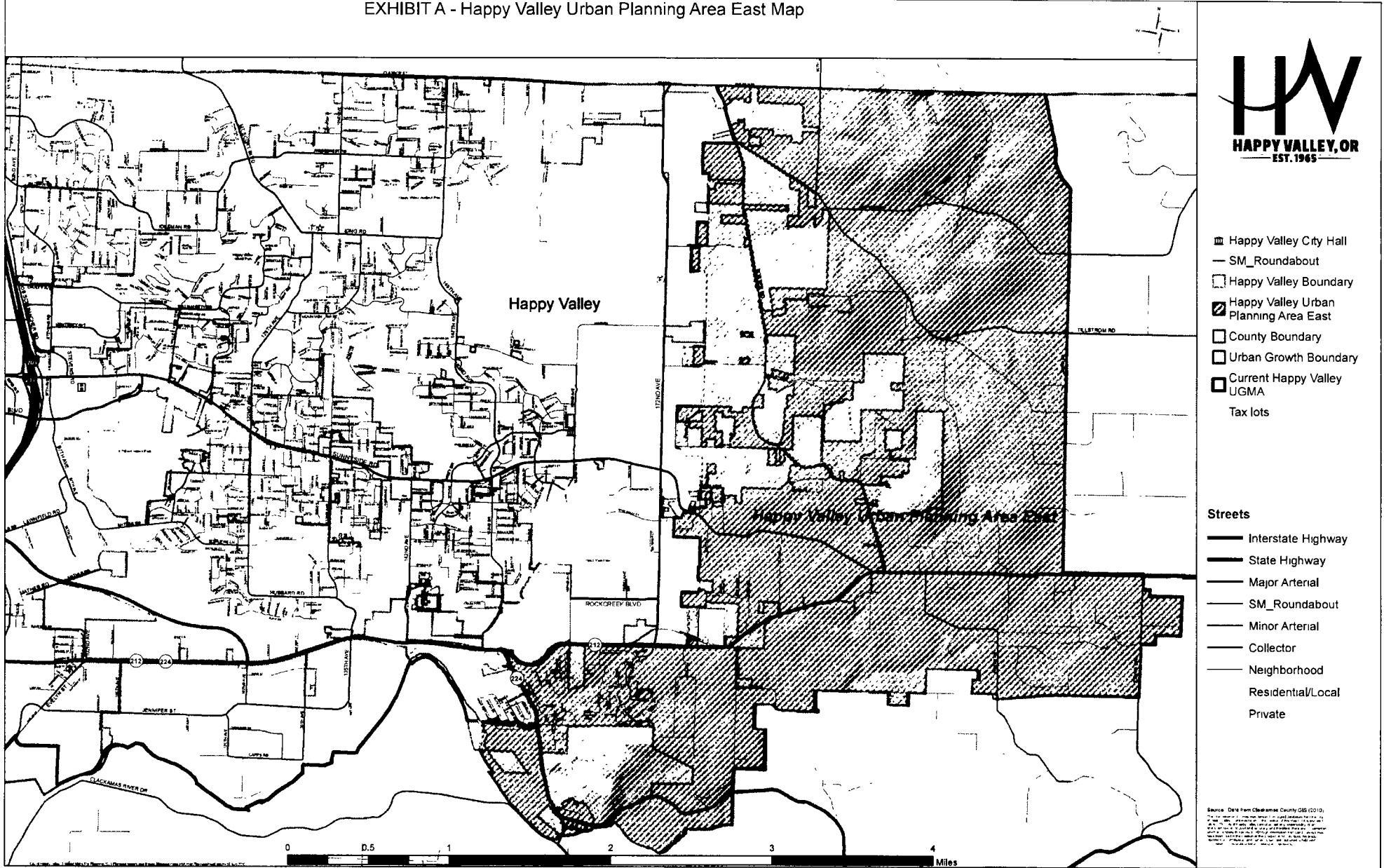
CITY OF HAPPY VALLEY

By  _____ Date 10/26/2021
Tom Ellis
Mayor

CLACKAMAS COUNTY

By  _____ Date 11/24/2021
Chair, Board of County Commissioners

EXHIBIT A - Happy Valley Urban Planning Area East Map





PLANNING & ZONING DIVISION

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

November 24, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Urban Growth Management Agreement (UGMA)
between the City of Happy Valley and Clackamas County-
Happy Valley UGMA East

Purpose/Outcome	Consideration of a new Urban Growth Management Agreement (UGMA) between the County and the City of Happy Valley for areas located south and east of the city; this agreement outlines planning responsibilities for areas in portions of the former city of Damascus that the City is interested in potentially annexing and urbanizing in the future.
Dollar Amount and Fiscal Impact	None
Funding Source	None
Duration	The UGMA will become effective upon execution of the agreement and continue for ten (10) years and will automatically renew for an additional ten (10) years if not terminated by either party.
Previous Board Action/Review	<i>May 11, 2021, Policy Session:</i> BCC reviewed UGMA draft and directed staff to finalize this document with city and proceed to adoption.
Strategic Plan Alignment	<p>1. <i>How does this item align with your Department's Strategic Business Plan goals?</i> This item aligns with the Long-Range Planning program's purpose of providing land use and transportation plan development, analysis, coordination and public engagement services to residents; businesses; local, regional and state partners; and County decision-makers so they can plan and invest based on a coordinated set of goals and policies that guide future development.</p> <p>2. <i>How does this item align with the County's Performance Clackamas goals?</i> The item aligns with the Performance Clackamas goal to "Build Public Trust through Good Government". Creating coordination</p>

Counsel Review	11/4/21 N Boderman
Procurement Review	1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. If no, provide brief explanation: This item is an IGA between the county and the city.
Contact Person	Martha Fritzie, Principal Planner – Planning and Zoning Division, (503) 742-4529 (mfritzie@clackamas.us)
Contract No.	Not applicable

BACKGROUND:

As required by state statute, Clackamas County has an urban growth management agreement (UGMA) with every city in the county except Portland (because city of Portland lands within the county are so minimal). These UGMAs are necessary for management of areas of mutual interest to coordinate planning and service delivery so as to provide a smooth transition when lands are annexed and to provide certainty for property owners via consistent policies and standards for development. Each agreement is individually negotiated and pertains to specific issues between the County and that City.

It is important to understand that an UGMA agreement does not lead to immediate annexation of properties. It is simply a “political contract” for the jurisdictions to have in place for consideration of future annexation and provision of all urban services by specific providers in a targeted geographic area. This geographic area is considered the “area of interest” for the City.

The UGMA proposed for adoption today (“Happy Valley UGMA East”) has been developed cooperatively over the past several years to address land use coordination and annexation issues, and, most importantly, to clarify roles for urban planning and urban service provision for a portion of the former city of Damascus. Planning, engineering and legal staff from both the city and the county have reviewed and provided extensive comments, suggestions, and edits to the various drafts of the Happy Valley UGMA East.

The Happy Valley UGMA East will be a separate agreement from the existing UGMA with the city of Happy Valley and will apply to a different geographic area than the existing UGMA, which generally covers the urban areas west of the city to I-205 and south of the city to the urban growth boundary. No changes are being proposed to this existing UGMA, except that it would now be referred to as the “Happy Valley UGMA West”.

The Happy Valley UGMA East:

- Specifies that county Comprehensive Plan and zoning regulations continue to apply within the UGMA area until land is annexed into city and the county will continue to process all land use applications and permitting activities in such areas;
- Identifies the city as the jurisdiction that will ultimately be responsible for urbanizing lands within the UGMA area that are currently still in rural zoning districts, including:
 - Developing and adopting urban plans for such lands within the UGMA area, including urban public facilities plans;

- Coordinating with county staff and inviting county staff to participate in relevant advisory committees relevant to the development of urban plans for the area; and
- Working together with county staff to identify opportunities for land to provide employment uses, as well as lands for the development of affordable housing;
- Identifies certain conditions that need to be met for roadway segments to be transferred from the county to the city upon annexation of abutting properties.
- Identifies notification responsibilities for both the county and city as they relate to land use applications and other permitting activities; and
- Includes other general legal, term length and termination language, all of which has been drafted and reviewed by legal staff.

In May, 2021, the Board discussed the Happy Valley UGMA at a Policy Session and directed staff to finalize the document with city and proceed to adoption at a Business Meeting.

The Happy Valley UGMA East (attached) has been reviewed and approved by County Counsel and was approved and signed by the City of Happy Valley in October 2021.

RECOMMENDATION:

The Planning and Zoning Division respectfully recommends the Board approve the UGMA as submitted.

Respectfully submitted,

Jennifer Hughes

Jennifer Hughes, Planning Director
Planning and Zoning Division