

RESOLUTION NO. 1052

A RESOLUTION AUTHORIZING CITY OF WILSONVILLE JOINING WITH CITY OF WEST LINN, CLACKAMAS COUNTY, AND WEST LINN - WILSONVILLE SCHOOL DISTRICT 3JT IN AN INTERGOVERNMENTAL AGREEMENT.

WHEREAS, the City of West Linn, Clackamas County, and West Linn - Wilsonville School District 3JT have entered into an Intergovernmental Cooperative Agreement, marked Exhibit "A", attached hereto and incorporated by reference herein, and now have invited the City of Wilsonville to join in the Agreement; and

WHEREAS, the City of Wilsonville has reviewed the Agreement and is in accord with the consensus reached on the outlined common objectives and is willing to participate in the development of a long range school facility plan, including the various outline aspects of land use capacity and facility acquisition and financing. However, the City of Wilsonville uses a public facilities zone designation for public facilities rather than an overlay zone as in West Linn and an addition to Section 3 of the Agreement could recognize these differences..

NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

1. To enter into and be a cooperative party in the Intergovernmental Cooperative Agreement, a copy of which is marked Exhibit "A", attached hereto and incorporated herein, subject to the insertion as set forth below which recognizes that the City of Wilsonville has a land use process that involves public facility zoning and planned development rather than overlay zones and this Agreement does not necessitate a change in this regard; and further, the City's implementation of this Agreement will be done in compliance with governing state land use laws:

"Section 3 of the Intergovernmental Cooperative Agreement as it currently reads becomes paragraph A entitled "City of West Linn Overlay Zone", and a new paragraph B entitled "City of Wilsonville Public Facility Zone" be added to Section 3 as follows:

"B. City of Wilsonville Public Facility Zone

"1. The City of Wilsonville currently provides in its Comprehensive Plan:

"COMPLEMENTARY FACILITIES/SERVICES PLAN

"These services support urban growth and add to or complement livability in a community. The adequacy of their service levels also tend to be less definable than those in the primary category. Service levels in this category typically lag behind demand and are generally more economical to provide in response to specific rather than projected demands. Even so, it is important to plan for these facilities and services in advance, and if significant service deficiencies exist, to regulate growth accordingly.

"SCHOOL AND EDUCATIONAL SERVICES

"Public educational facilities/services in Wilsonville are currently provided by three school districts. The West Linn School District serves the majority of the City but portions of the City also lie within the Canby and Sherwood Districts. Current services provided by the districts are adequate and provisions are being made for new or expanded facilities where exiting capacities have been exceeded.

"While existing services and facilities are adequate, the division of the City into three districts tends to detract from continuity in community identity.

"POLICY 3.7.1: To provide better continuity throughout the community and realize the maximum benefit of the local tax base, the City should make a concerted effort to consolidate the entire City limits into one school district.

"Residential development directly impacts school facilities and services. However, the City does not have the responsibility of providing educational services. It is, therefore, important for the school districts to be informed about proposed and actual residential developments within the City.

"POLICY 3.7.2: The City shall continue to coordinate with the school districts for the planning, scheduling and construction of needed educational facilities. To minimize unnecessary duplication, the City should also work in concert with the school districts for the provision of recreational facilities and programs.

"POLICY 3.7.3: The City will encourage private educational services and will work with organizations or individuals proposing such activities in an effort to meet their needs while complying with the appropriate elements of the Comprehensive Plan.

"It is the basic reasoning of these policies that development within the City should not be regulated based on the availability of school facilities and services. Rather, these services should be planned for and provided to meet

the demands created by development. If, however, school facilities and/or services were determined to be severely inadequate and the school districts unable to provide satisfactory improvement, then growth limitations would be appropriate."

To implement the planning and provision of public services, the City of Wilsonville has adopted a Public Facilities Zone which provides for school facilities. Site development, including school facilities, is provided within the City's planned development criteria. Modification of existing criteria affecting school facility siting shall take into consideration the principles of this Agreement and shall be done in consultation with the West Linn-Wilsonville School District.

2. The City of Wilsonville's Comprehensive Plan has several references under its section on Parks/Recreation/Open Space to joint and cooperative provision of services between the City and the West Linn-Wilsonville School District. A prime example is located on page 47 of the Comprehensive Plan and states:

"The West Linn School District currently provides recreational facilities and programs for City residents. They are developing new facilities at the Wilsonville Middle School and also own land within the City slated for future development of a high school. These facilities and services are considered a vital part of the City's park and recreational system.

"POLICY 3.8.5: The City shall continue to work on a cooperative arrangement with the school districts (community schools program) to encourage provision of adequate year-round recreational programs and facilities, and to eliminate unnecessary overlap of facilities. Joint ventures in providing facilities and programs should be carefully considered in order to maximize the use of public funds in meeting local needs."

As part of its current Master Planning for Parks/Recreation/Open Space, the parks planning committee is identifying potential school facility sites. The provisions of this Agreement are both in keeping with the City's direction and provide a positive linkage for continued cooperation with the West Linn-Wilsonville School District in this regard.

ADOPTED by the City Council of the City of Wilsonville at a regular meeting thereof this 4th day of October, 1993, and filed with the Wilsonville City Recorder this same date.


GERALD A. KRUMMEL, Mayor

ATTEST:

Vera A. Rojas
VERA A. ROJAS, CMC/AAE, City Recorder

SUMMARY of Votes:

Mayor Krummel AYE

Councilor Carter AYE

Councilor Hawkins AYE

Councilor Lehan AYE

Councilor Van Eck AYE

EXHIBIT A

INTERGOVERNMENTAL COOPERATIVE AGREEMENT
AMONG
THE CITY OF WEST LINN, CLACKAMAS COUNTY,
WEST LINN-WILSONVILLE SCHOOL DISTRICT 3JT

THIS AGREEMENT is made and entered into by and among the undersigned City of West Linn (hereinafter referred to as the "City"), Clackamas County (hereinafter referred to as the "County"), and West Linn-Wilsonville School District 3JT (hereinafter referred to as the "District") (hereinafter referred to collectively as the "Parties"). This agreement is made pursuant to ORS 190.003 to ORS 190.110, the general laws and constitution of the State of Oregon, and the laws, charters, and policies of the undersigned City, County, and District.

WHEREAS, the growth of the City of West Linn and Clackamas County has a direct impact on the ability of the West Linn-Wilsonville School District 3JT to deliver educational services to residents of the City and County;

WHEREAS, the existing methods of coordination between the Parties have not worked to the satisfaction of the Parties;

WHEREAS, the City and County are the responsible Parties for planning and land use development review functions;

WHEREAS, the Parties acknowledge that the City and County must

coordinate with the District so that timely, orderly, and efficient school facilities are made available to serve the residents of the City and County who are served by the District;

WHEREAS, to promote orderly development served by school facilities, the Parties recognize that better understanding and coordination of plans, limitations, and expectations is necessary;

WHEREAS, the Parties agreed to comprehensively examine issues of common interest to the Parties to improve coordination;

WHEREAS, representatives the City of West Linn, Clackamas County, and West Linn-Wilsonville School District 3JT met on several occasions from April through July 1993 to discuss issues of mutual concern;

WHEREAS, the Parties discussed and reached consensus on issues related to the following common objectives:

- A. To provide the best quality education for students of the district;
- B. To provide for quality land use planning as it relates to school sitings in consideration of; a) location, b) energy conservation, c) resource conservation, and d)

transit facilities;

- C. To promote a healthy partnership between the District, County, and City;
- D. To improve the manner in which the issue of school capacity is addressed in the land use approval process;
- E. To determine how long-range school facility needs should be accommodated;
- F. To emphasize long-range coordination of school and land use planning; and
- G. To determine how funding for schools should be improved.

WHEREAS, the Parties seek to develop consensus for actions in those areas where improvements in the quality and/or efficiency of existing services are likely to be achieved through enhanced coordination and cooperation;

WHEREAS, the Parties have attempted to identify opportunities for new services which can be cooperatively provided by two or more of the Parties; and

WHEREAS, the Parties desire to formalize a cooperative relationship between the jurisdictions to provide a course of action for coordination and increased efficiency of service delivery through the implementation of an Intergovernmental Cooperative Agreement:

NOW, THEREFORE, it is agreed by and between the Parties hereto as follows:

Section 1. Purpose. To form an ongoing working relationship between the Parties so that the City and County can plan for and coordinate development activity knowledgeable of the District's plans for provision of educational services and facilities. This Agreement is intended to lead to development of a coordinated base of information upon which plans may be developed and a coordinated effort to provide services to residents.

Section 2. Long-Range Facility Needs. The District, in cooperation with the City and County, will develop a detailed professional long-range school facility plan for at least a 20-year period for all facilities within the District. The long-range plan shall be prepared in five-year increments, identifying the District-wide needs in the following areas:

A. Land Area assessment and acquisition by type of facility

and activity field;

- B. Structure size by type of building (primary, middle, high school);
- C. Timing of need for new facility; and
- D. Location of needed school facilities.

Along-range land acquisition program shall be developed for at least a 20-year period. The long-range school facility plan shall use population, employment, land use, and other assumptions which are consistent with existing comprehensive plan designations, as well as regional plans. Together with the City and County, the District shall develop enrollment projections upon which the long-range school facility plan shall be based.

The City and County shall adopt the District's long-range facilities plan as an element of their comprehensive plans. Specifically, the City and County comprehensive plans shall reference the types and locations of school facilities needed within the community. Such plan shall be amended from time to time in conjunction with modifications to the school facilities plan based upon an amendment process to be determined by the Parties to this agreement.

The District shall obtain land use and development planning expertise to perform the following functions:

- A. Long-range school facility planning;
- B. Land use development and processing of land use applications through the permit process; and
- C. Project management of school development activities.

The planning expertise obtained by the District shall be an individual or individuals possessing professional credentials, at a minimum a bachelors degree in planning and five (5) years experience, in the public and/or private sector, or equivalent qualifications.

Section 3. Overlay Zone. The City of West Linn shall create within its community development code and comprehensive plan the ability to apply a school overlay zone on property designated by the District. The overlay zone shall only be considered for application to a specific property on demonstration by the District that it has acquired, by option or purchase, a designated school site which is in accordance with City-adopted locational criteria. An approved overlay zone shall designate the type of facility or

facilities which may be allowed within the designated area (primary, middle, high school). It is intended by the Parties that the locational criteria referred to in this Agreement applies only to the overlay zone.

The Parties acknowledge that construction of school facilities within the school overlay zone will be subject to a City design review process. The purpose of the overlay zone is to create certainties for the District that, upon the District demonstrating that a site is in compliance with locational criteria for the type of facility identified as allowable within the overlay designation process, review of the site development will be based on clear and objective standards which are established for application in the overlay zone. The locational criteria will be developed by the City in consultation with the District and other affected parties. The City and District will make a good faith effort to reach consensus on the locational criteria. The City will retain its legal responsibility to adopt and apply the criteria. The County will monitor the City's efforts and evaluate whether the concept has applicability County wide.

Section 4. School Site Acquisition and Design. The Parties have agreed that the City, County and District will explore ways and means of providing for future school sites through the development review process. Ways and means to be identified

may include density transfers and other incentive programs. The Parties will work together to develop a plan to bring existing school facilities into compliance with applicable City and County codes as those facilities are remodeled and renovated over time. It is recognized by the Parties that the plan which is to be developed will allow for code compliance over a period of time to be mutually agreed to by the Parties.

The District shall design and build school facilities in a way which is suitable for maximum build-out of the site and in conformance with the long-range facility plan. That is, where the long-range facility plan identifies a school facility with an identified capacity, the initial construction will take into account expansion potential. If the District chooses to initially build a facility at less than full capacity, design features will be incorporated into the facilities to allow expansion to full capacity at minimal cost of additions. The intent of this provision is to reduce the costs of phased development of school facilities.

Section 5. Financing of Facilities. The Parties shall jointly identify and advocate before the Legislature and other appropriate bodies for new state and local funding mechanisms for schools. Specifically, the Parties have agreed to investigate the viability of various mechanisms such as:

- A. Systems development charges;
- B. Lottery funds designated for schools;
- C. Sales tax funds designated for schools;
- D. Modifications to current general obligation bonding authority; and
- E. Real estate transfer tax with revenues dedicated to school construction, with an exemption applied to the initial \$75,000 of assessed valuation.

The Parties acknowledge that existing mechanisms may be available through the City and County which could benefit the District. Specifically, the District may be eligible for credits through existing systems development charge programs and may be eligible to participate in advance financing programs administered by the City or County. The City and County will individually evaluate whether an advance financing mechanism is appropriate for their use. If the City or County considers creating or continuing the use of an advance financing program, it shall evaluate allowing advance financing agreements to have a term greater than 10 years.

Within the City of West Linn, the District shall reevaluate the merits of using tax increment financing to partially fund school infrastructure needed in the Tanner Basin.

The Parties will evaluate jointly financing for those portions of school facilities which are recognized as community facilities, such as, playing fields, gymnasiums, swim facilities, senior centers, adult education facilities, etc.

The District shall be responsible for making any infrastructure improvements related to its proposed facilities which would normally be required of any other property owner.

The Parties have identified other strategies for raising revenues to benefit the District. Identified strategies are as follows:

- A. The District shall charge user fees when appropriate for use of school facilities;
- B. The Parties shall share information regarding funding measures which are put forth by any of the Parties individually; and

- C. The Parties will cooperatively provide informational mailers to educate the public regarding issues of common interest to the City, County and District.

Section 6. Acquisition of Facilities for Joint Usage.

The City, County, and District have determined that their individual needs and the needs of the public may be furthered by the Parties working together to identify and acquire future school, park and open space sites. Such sites then can be maintained and operated, either jointly or by one designated entity, resulting in efficiencies and cost-savings which benefit the Parties and their constituents.

The Parties have agreed that site acquisition techniques that will be considered may include, but are not limited to the following:

- A. Specific land use designations for school, park, or open space sites;
- B. Coordination of bond issues between two or more of the Parties to this agreement;
- C. Land set aside requirements through the land use development process;

- D. Tax increment financing;
- E. Cooperative agreement by two or more Parties to this agreement to acquire sites utilizing revenue bonds, with the intent to lease said sites to the District;
- F. Installment contract purchases; and
- G. Condemnation.

The Parties agree to meet and develop further the concepts described above, with the intent that any agreements reached may be a part of the District's long-range facility plan.

Section 7. Planning and Development Review. The City and County are the responsible Parties for land use planning and development review. The District is involved in the process as its long-range plans and existing capacity are factors in the City and County consideration of community needs as they relate to development. To better coordinate and plan for public facilities, the Parties have agreed to the following:

- A. The Parties will meet to establish clear and objective standards for school capacity. Both overall school capacity

and individual classroom capacity will be established by type of school. The standards developed will be used by all Parties to evaluate capacity for the purposes of long-range planning and consideration of land use applications for school facilities.

B. The school capacity standards which are developed will include graduated levels such as, "preferred school capacity" and "unacceptable school capacity." The Parties will develop definitions of these levels and identify the anticipated outcome of exceeding school capacity at an individual school or district-wide.

C. The standards created through this process shall be clear and objective and specific to the following grade levels:

1. Primary school.
2. Middle school.
3. High school.

D. The City and County shall amend their respective zoning or development codes as well as comprehensive plans, to include school capacity within the definition of

infrastructure which must be considered within the land use planning process. The Parties agree that development codes and comprehensive plans will acknowledge that school capacity will be in place in response to development, that is, available in time to accommodate the students generated from new development when the new residential structures are occupied.

E. The Parties agree that the development review process conducted by the City and County will be governed by the following sequence of activities:

1. The Parties will develop school capacity standards which will be adopted by the City, County, and School District;
2. The District will utilize its best efforts to provide adequate educational facilities for the students in the district, which may include but are not limited to:
 - A. Construction of new facilities;
 - B. Attendance area modifications of primary, middle, or high schools to take advantage of

available capacity;

✓ C. Installing and utilizing portable classroom;

✓ D. Double shifting;

E. Conducting year-round school;

F. Busing of students to schools with available capacity; and

G. Other methods which are reasonably available.

3. The City and County in reviewing any application for a subdivision, residential planned unit development, or multi-family development will provide notice to the District of the pending application.

4. The District shall provide the City and County a report, at least twice a year, which explains the effect of approved land use applications on available capacity, plans for providing additional capacity, and the District's projected enrollment based upon approved land use applications affecting

residential development.

5. The District shall determine if adequate school capacity is available to serve the potential demand caused by development. The determination shall be based upon: 1) the established standards for school capacity; 2) the efforts made by the District to meet system demands, 3) the potential demand likely to be generated by the proposed development; and 4) the city or County development code and comprehensive plan. Based upon this analysis, the District may make a determination that capacity is not available to serve the proposed new development.

6. The District may, upon making a determination as described in Section 2E5, request 60 to 90 day period in which development applications listed in Section 2E3 shall not be accepted and processed by the City or County. Upon receiving such a request, the City or County affected shall direct its staff to accept no more applications for a residential development for a specific period not to exceed 90 days, without an opportunity for extension.

7. During the period in which applications for residential development are not accepted, the District shall take appropriate steps to propose a solution to the school capacity issue or submit a bond measure for the purpose of securing funding for new facilities.

8. Regardless of whether the bond issue or proposed solution presented by the District is successfully implemented or rejected, any suspension of the acceptance and processing of new applications for residential development shall be withdrawn at the close of the time period specified.

9.

Don't understand

The request allowed under Section 2E6 of this Agreement is allowed only once every five (5) years. If a request under Section 2E6 of this Agreement is made, regardless of the outcome of District's efforts to address the issue, a similar request shall not be made until at least five (5) years from the prior request. This delay allows the District to make adjustments to its plans and programs while providing certainty to the development review process.

F. The Parties have agreed that during the time period in which long-range school facilities plans are being developed along with clear and objective standards for school capacity, so long as the terms of this Agreement are followed by all Parties the District agrees not to oppose applications for subdivisions, planned developments or multi-family development or any other land use proposal which could result in additional residential development in the City or County on the basis that the development will create demands for school facilities which can not be met.

G. The District shall annually evaluate alternative options for providing school capacity such as the use of double shifting, longer school years, busing to under-utilized facilities, portable classrooms, boundary modifications, curriculum charges or other options which could be utilized to address the problems of over-crowding.

H. The City and County will adopt comprehensive plan and zoning and development code amendments which acknowledge a relationship between residential development, demographic changes within the City or County, and school enrollment. The City and County will incorporate language in their comprehensive plans which describes the responsibilities of the City, County, and the District to plan for new school

facilities.

Section 8. City and County Processing of Land Use Applications. The City and County will work with the District in processing legislative and quasi-judicial land use applications. The City and County will be helpful and service-oriented in dealings with District personnel or representatives to assist the District to understand and work within local land use procedures.

Section 9. State and Federal Requirements. The Parties acknowledge that the City and County cannot waive state or federal minimum building code requirements or any other regulations and requirements which are outside of their jurisdictions during the review of District development applications.

Section 10. Use of Facilities. The Parties have agreed that joint efforts to identify and acquire sites for mutual use has a potential for benefit to the Parties and their constituents. Optimum usage of existing sites, as well as new facilities acquired, individually or jointly by the Parties, will result in potential cost savings for all Parties. Therefore, the Parties will work cooperatively regarding use of facilities.

These areas of cooperation shall include the District's evaluation of the optimum use of all school facilities.

The Parties shall establish a policy for joint development of school fields, park and open space sites, with an intent to share facilities.

The Parties shall establish a policy for joint use of school facilities for the activities of the Parties.

Each party shall designate representatives to an on-going committee responsible for establishing proposed policies to be submitted to the governing body for each of the Parties for joint use of facilities and implementing said policies to coordinate implementation of joint facility use.

The District may consider contracting for services from the City and/or County. In particular, facility maintenance may be considered. If the District chooses to consider this option, the City and/or County agree to discuss the option, and if desired, negotiate terms of an agreement.

Section 11. Implementation of Agreement. The Parties will meet to establish a mechanism to oversee implementation of this agreement. At a minimum, each party shall designate at least one representative responsible for coordinating with the other Parties to carry out the purposes of this agreement.

Section 12. Written Notice. All written notices required under this agreement shall be sent to:

City Administrator
City of West Linn
P.O. Box 48
West Linn, OR 97068

Chief Executive Officer
Clackamas County
906 Main Street
Oregon City, OR 97045-1819

Superintendent of Schools
West Linn-Wilsonville School District 3JT
Administration Building
22210 S.W. Stafford Road
West Linn, OR 97068

Section 13. Planning Coordination and Communication. The Parties each agree to designate in-house staff contact(s) for joint planning, coordination and communication. It is the intent of the Parties that the progress made during the months of April through July of 1993 will continue through the sharing of information and coordination of programs.

Section 14. Amendment Provisions. The Parties recognize there shall be the need for periodic updates to the agreement to respond to changing circumstances. Following written notice, the terms of this agreement may be amended by mutual agreement of the Parties. Any such agreement shall be in writing and shall refer

specifically to this agreement and shall be executed by all Parties.

Section 15. Non-Binding Mediation to Resolve Disputes. The Parties involved in this agreement each agree that all claims, controversies, or disputes, whether they be statutory, contract and/or tort claims between or among the Parties which arise out of or are related to this agreement, or which relate to the interpretation of breach of this agreement (hereinafter collectively referred to as "claims") shall be resolved in accordance with the mediation and procedures specified herein. The Parties shall participate, in good faith, in non-binding mediation in an attempt to resolve all matters. "Non-binding mediation" is defined as a voluntary procedure, facilitated by an independent third-party, in which a dispute resolution process is undertaken which may result in settlement of an issue or issues in mediated negotiation, but only through mutual agreement.

All information revealed and statements made by any person during the mediation proceedings shall be deemed evidentially privileged as settlement negotiations and an offer to compromise. Neither party may call the mediator as a witness in any adversarial proceeding. The Parties shall not reveal to any other person any information, documents, records or reports divulged in confidence without the express permission of the other party. Neither party,

nor the mediator selected by the Parties, shall be compelled in any adversary proceeding, arbitration or court to divulge any of the written materials used by the Parties or given to the mediator or any of the testimony or statements made during the course of the mediation (whether given or made confidentially or openly).

Neither party shall initiate any arbitration, litigation or other legal proceeding regarding the above matter during the mediation process. If a mediation process is initiated, either party may terminate the mediation process at any time, provided that at least one day's mediation has been undertaken and that 24-hours have passed as a "cooling off" period after the party notified the other party of an intention to terminate mediation. The Parties shall jointly select a mediator and equally bear all costs of mediation. Mediation shall be held entirely in the Portland, Oregon, Metropolitan area, unless otherwise mutually agreed by the Parties. The disposition of any issue or issues resolved to the mutual satisfaction of the Parties in the mediation process shall be reduced to writing, and the Parties shall execute a settlement agreement reflecting that resolution.

Section 16. General Terms.

A. Severability. The terms of this agreement are severable and a determination by an appropriate body having jurisdiction

over the subject matter of this agreement that results in the invalidity of any part shall not affect the remainder of the agreement.

B. Interpretation. The terms and provisions of this agreement shall be liberally construed in accordance with the general purposes of this agreement.

Section 17. Authorization. The governing body of the City, County, and District entering this agreement shall adopt an authorizing ordinance or policy.

The City of West Linn is acting in this matter pursuant to Ordinance No. _____, adopted by its City Council on the _____ day of _____, 1993.

Clackamas County is acting in this matter pursuant to Ordinance No. _____, adopted by its City Council on the _____ day of _____, 1993.

West Linn-Wilsonville School District 3JT is acting in this matter pursuant to Policy No. _____, adopted by its Board of Directors on the _____ day of _____, 1993.

IN WITNESS WHEREOF, the Parties have signed this agreement in

