

AGENDA

WASHINGTON COUNTY BOARD OF COMMISSIONERS

Agenda Category: Public Hearing – Third Reading and Third Public Hearing –
Land Use & Transportation; County Counsel (All CPOs)

Agenda Title: PROPOSED LAND USE ORDINANCE NO. 614 – AMENDS THE
COMPREHENSIVE FRAMEWORK PLAN FOR THE URBAN AREA
AND THE WASHINGTON COUNTY – TIGARD URBAN
PLANNING AREA AGREEMENT, RELATING TO THE TIGARD
URBAN SERVICE AGREEMENT

Presented by:  Brent Curtis, Planning Division Manager;  Dan Olson, County Counsel

SUMMARY (Attach Supporting Documents if Necessary)

Ordinance No. 614 proposes to amend the *Comprehensive Framework Plan For The Urban Area* and the Washington County – Tigard Urban Planning Area Agreement to make them consistent with the Tigard Urban Service Agreement. This agreement established the Tigard Urban Service Area and designated the agencies that will be the long term service providers of urban services.

On September 16th and 23rd, the Board held public hearings for this ordinance. The hearing was continued to October 7th for additional testimony and to provide staff the opportunity to prepare proposed ordinance amendments to allow the county to adopt a park system development charge for the unincorporated areas of Bull Mountain. The Tigard City Council reviewed the proposed ordinance and supports it as filed. Staff has since determined that enabling language for a park system development charge would be more appropriate to include in Ordinance No. 612 and therefore recommends that Ordinance No. 614 be adopted as filed.

Public testimony regarding the ordinance will be limited to two minutes for individuals and five minutes for groups as required by Board policy.

The staff report will be provided to the Board prior to the hearing. Copies of the report will also be available at the Clerk's desk prior to the hearing.

DEPARTMENT'S REQUESTED ACTION:

Read Ordinance No. 614 by title only and conduct the third public hearing. At the conclusion of the public hearing, adopt Ordinance No. 614 as filed.

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COUNTY ADMINISTRATOR'S RECOMMENDATION:

ADOPTED

Agenda Item No. _____
Date: 10/07/03

JUL 17 2003

Washington County
County Clerk

IN THE BOARD OF COUNTY COMMISSIONERS
FOR WASHINGTON COUNTY, OREGON

ORDINANCE No. 614 (An Ordinance Amending the Comprehensive
(Framework Plan for the Urban Area and the
(Tigard Urban Planning Area Agreement, both
(Elements of the Comprehensive Plan, Relating
(to Urban Service Agreements

The Board of County Commissioners of Washington County, Oregon, ordains:

SECTION 1

- A. The Board of County Commissioners recognizes that the Comprehensive Framework Plan for the Urban Area element of the Comprehensive Plan (Volume II) was readopted with amendments on September 9, 1986, with portions subsequently amended by Ordinance Nos. 343, 382, 432 (remanded), 444 (remanded), 459, 471, 483, 503, 516, 517, 526, 561, 572, 588-590, 598, and 608.
- B. The Board of County Commissioners, recognizes that the Tigard Urban Planning Area Agreement was adopted by way of Ordinance No. 333.
- C. Subsequent ongoing planning efforts of the County indicate a need for changes to the Comprehensive Framework Plan for the Urban Area and the Tigard Urban Planning Area Agreement because of the adoption of Urban Service Agreements. The Board takes note that such changes are necessary for the benefit of the health, safety, and general welfare of the residents of Washington County, Oregon.
- D. Under the provisions of Washington County Charter Chapter X, the Land Use Ordinance Advisory Commission has carried out its responsibilities, including preparation of notices, and the County Planning Commission has conducted one or more public hearings on the proposed amendments and has submitted its recommendations to the Board. The Board finds that this

1 Ordinance is based on that recommendation and any modifications made by the Board, as a result
2 of the public hearings process.

3 E. The Board finds and takes public notice that it is in receipt of all matters and information
4 necessary to consider this Ordinance in an adequate manner, and that this Ordinance complies
5 with the Statewide Planning Goals, the Metro Urban Growth Management Functional Plan, the
6 Regional Transportation Plan and the standards for legislative plan adoption, as set forth in
7 Chapters 197 and 215 of the Oregon Revised Statutes, the Washington County Charter, and the
8 Washington County Community Development Code

9 SECTION 2

10 The following exhibits, attached and incorporated herein by reference, are hereby adopted as
11 amendments to the Comprehensive Plan

12 A. Exhibit 1 (21 pages) amending Policy 15, Roles and Responsibilities for Serving Growth, to
13 the Comprehensive Framework Plan for the Urban Area.

14 B. Exhibit 2 (16 pages) amending the Tigard Urban Planning Area Agreement.

15 SECTION 3

16 All other Comprehensive Plan provisions that have been adopted by prior ordinance, which
17 are not expressly amended or repealed herein, shall remain in full force and effect

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21 ///

1 SECTION 4

2 All applications completed and submitted under former land use ordinances shall continue to
3 be processed, pursuant to the provisions of the former ordinance, until a final decision is rendered by
4 the County or the application is withdrawn, unless specifically provided otherwise by law.

5 SECTION 5

6 If any portion of this Ordinance, including the exhibits, shall for any reason be held invalid or
7 unconstitutional by a body of competent jurisdiction, the remainder shall not be affected thereby and
8 shall remain in full force and effect and any provision of a prior land use ordinance amended or
9 repealed by the stricken portion of this Ordinance shall be revived and again be considered in full
10 force and effect.

11 SECTION 6

12 The Office of County Counsel and Department of Land Use and Transportation are authorized
13 to prepare planning documents to reflect the changes adopted under Section 2 of this Ordinance,
14 including deleting and adding textual material and maps, renumbering pages or sections, and making
15 any technical changes not affecting the substance of these amendments as necessary to conform to the
16 Washington County Comprehensive Plan format.

17 ////

18 ////

21 ////

1 SECTION 7

2 This Ordinance shall take effect thirty (30) days after adoption.

3 ENACTED this 7th day of October, 2003, being the third reading
4 and third public hearing before the Board of County Commissioners of Washington County,
5 Oregon.

6 BOARD OF COUNTY COMMISSIONERS
FOR WASHINGTON COUNTY, OREGON

7 **ADOPTED**

8 Tom Bunn
CHAIRMAN

9 Barbara Hejtmanek
RECORDING SECRETARY

10 READING

11 First September 16, 2003
12 Second September 23, 2003
13 Third October 7, 2003
14 Fourth _____
15 Fifth _____

PUBLIC HEARING

September 16, 2003
September 23, 2003
October 7, 2003

16 VOTE: Aye: Brian, Rogers, Dnyck,
Schouten

Nay: _____

17 Recording Secretary: Barbara Hejtmanek Date: October 7, 2003

Policy 15 of the *Comprehensive Framework Plan For The Urban Area* is amended as follows:

POLICY 15, ROLES AND RESPONSIBILITIES FOR SERVING GROWTH:

It is the policy of Washington County to work with service providers, including cities and special service districts, and ~~the Portland Metropolitan Area Boundary Commission~~Metro, to insure that facilities and services required for growth will be provided when needed by the agency or agencies best able to do so in a cost effective and efficient manner.

Implementing Strategies

The County will:

- a. Prepare a public facilities plan in accordance with OAR Chapter 660, Division 11, Public Facilities Planning.
- b. Continue to provide the following facilities and services as resources permit:

Service	Portions of County Served
Public Health	County-wide
Sheriff Patrol	County-wide (limited)
Assessment and Taxation	County-wide
Road Maintenance	County roads
Land Development Regulations	Unincorporated Areas Only
Solid Waste Collection System Management (franchising)	Unincorporated Areas Only
Solid Waste Disposal	Unincorporated Areas Outside UGB
Cooperative Library System	County-wide
Records and Elections	County-wide

c. In conjunction with Washington County cities and special service districts and Metro, adopt urban service agreements that address all unincorporated and incorporated properties in the Regional Urban Growth Boundary consistent with the requirements of ORS 195.060 to 080. Urban service agreements shall identify which service providers will be responsible for the long-term provision of the urban services described below and the ultimate service area of each provider. Urban service agreements shall also identify the service provision principles for each of the following urban services. The boundaries of adopted urban service agreements shall be incorporated into Policy 15.

Urban services that will be addressed in urban service agreements:

- Fire Protection and Emergency Services
- Law Enforcement
- Parks, Recreation and Open Space
- Public Transit

- Sewer
- Roads and Streets
- Storm Water
- Water

1. New In the Tigard Urban Service Area, the designated long-term providers of the urban services described above are:

<u>Service</u>	<u>Long-Term Provider</u>
<u>Fire protection and emergency services</u>	<u>Tualatin Valley Fire and Rescue</u>
<u>Law enforcement</u>	<u>City of Tigard</u>
<u>Parks, recreation and open space</u>	<u>City of Tigard</u>
<u>Public transit</u>	<u>TriMet</u>
<u>Roads and streets</u>	<u>City of Tigard, Washington County (only roads in the county-wide road system), and the Oregon Department of Transportation (only roads in the state highway system)</u>
<u>Sewer</u>	<u>City of Tigard and Clean Water Services</u>
<u>Storm water</u>	<u>City of Tigard and Clean Water Services</u>
<u>Water</u>	<u>City of Tigard, Tualatin Valley Water District and the Tigard Water District</u>

ed. Establish a coordination system with all cities, special districts and private companies that now or will provide services to the present unincorporated area. This coordination system will be designed to ensure that the following types of services and facilities will be provided when needed to existing and future County residents and businesses in accord with the Comprehensive Plan:

1. Sanitary sewage collection and treatment,
2. Drainage management,
3. Fire protection,
4. Water distribution and storage,
5. Schools,
6. Libraries,
7. Utilities (electricity, telephone and cable communications, natural gas, etc.),
8. Solid waste disposal,
9. Roads and transportation facilities,
10. Parks and recreation facilities,

11. Police, and

12. Transit.

~~e.~~ If appropriate in the future, enter into agreements with service providers which address one or more of the following:

1. Process for review of development proposals,
2. Process for review of proposed service extension or facility expansion,
3. Service district or city annexation,
4. Planning of service extensions, new facilities, or facility expansions,
5. Procedures for amending the agreement,
6. Methods to be used to finance service and or facility improvements, operation and maintenance,
7. Standards to be used by the County and the service provider in assessing "adequate" service levels,
8. Area or clientele to be served now and in the future,
9. Consistency with Plan policies and strategies,
10. Coordination of capital improvements programs, and
11. Cost effectiveness of service provision.

~~e. Review requests by cities to formally recognize city urban service areas. Following coordination with affected cities, service providers and interested parties, the County may designate exclusive urban service areas by legislative amendment to Policy 15 of the Comprehensive Framework Plan for the Urban Area.~~

f. Not oppose proposed annexations to a city or special service district, which are in accord with an Urban Planning Area Agreement (UPAA), an Urban Service Agreement or a voter approved annexation plan. Annexations to special service districts that are consistent with an adopted urban service agreement are deemed to be consistent with the Washington County Comprehensive Plan

g. Upon annexation of the area in the vicinity of SW Garden Home Road and SW Oleson Road by the City of Beaverton consistent with the Beaverton\Portland Urban Service Boundary, the City of Portland shall consent to annexation by Beaverton of that area south of SW Garden Home Road and west of Oleson Road that is currently in Portland.

h. For the Raleigh Hills Center as shown on the acknowledged Metro 2040 Growth Concept Map, the affected jurisdictions of Beaverton, Portland, Washington County and Metro shall enter into an urban planning agreement to assure implementation of the Urban Growth Management Functional Plan provisions relating to town centers, including the establishment of town center boundaries and demonstration of target capacities for jobs and housing.

- i. Work with Citizen Participation Organizations to identify and describe specific concerns related to possible future annexations of land to cities which abut Community Planning Areas. These concerns shall be considered by the County during renegotiation of Urban Planning Area Agreements.
- j. Support incorporation of new communities provided that incorporation will result in the provision of services in the most efficient and cost effective manner and is not in violation of an already existing Urban Planning Area Agreement between the County and an affected city.
- k. Cooperate in the development, adoption, and implementation of a master plan for library services and facilities based on a survey of County library needs; and, develop a financial plan for operating library services in the County, with emphasis on the establishment of a multiple funding base, with the involvement of the Washington County Cooperative Library System Citizen Advisory Board, cities, community libraries, school districts, the Tualatin Hills Park and Recreation District, and citizens.
- l. Enter into intergovernmental agreements with high growth school districts which are consistent with ORS 195.020 and ORS 195.110, and which contain at a minimum the following items:
 - 1. An explanation of how objective criteria for school capacity in the District's school facility plan will be used by the County;
 - 2. School District involvement with the County's periodic review; and
 - 3. How the County will coordinate comprehensive plan amendments and residential land use regulation amendments with the District, including notice of hearing.

These intergovernmental agreements may be adopted by the Board of County Commissioners through Resolution and Order.

Summary Findings and Conclusions

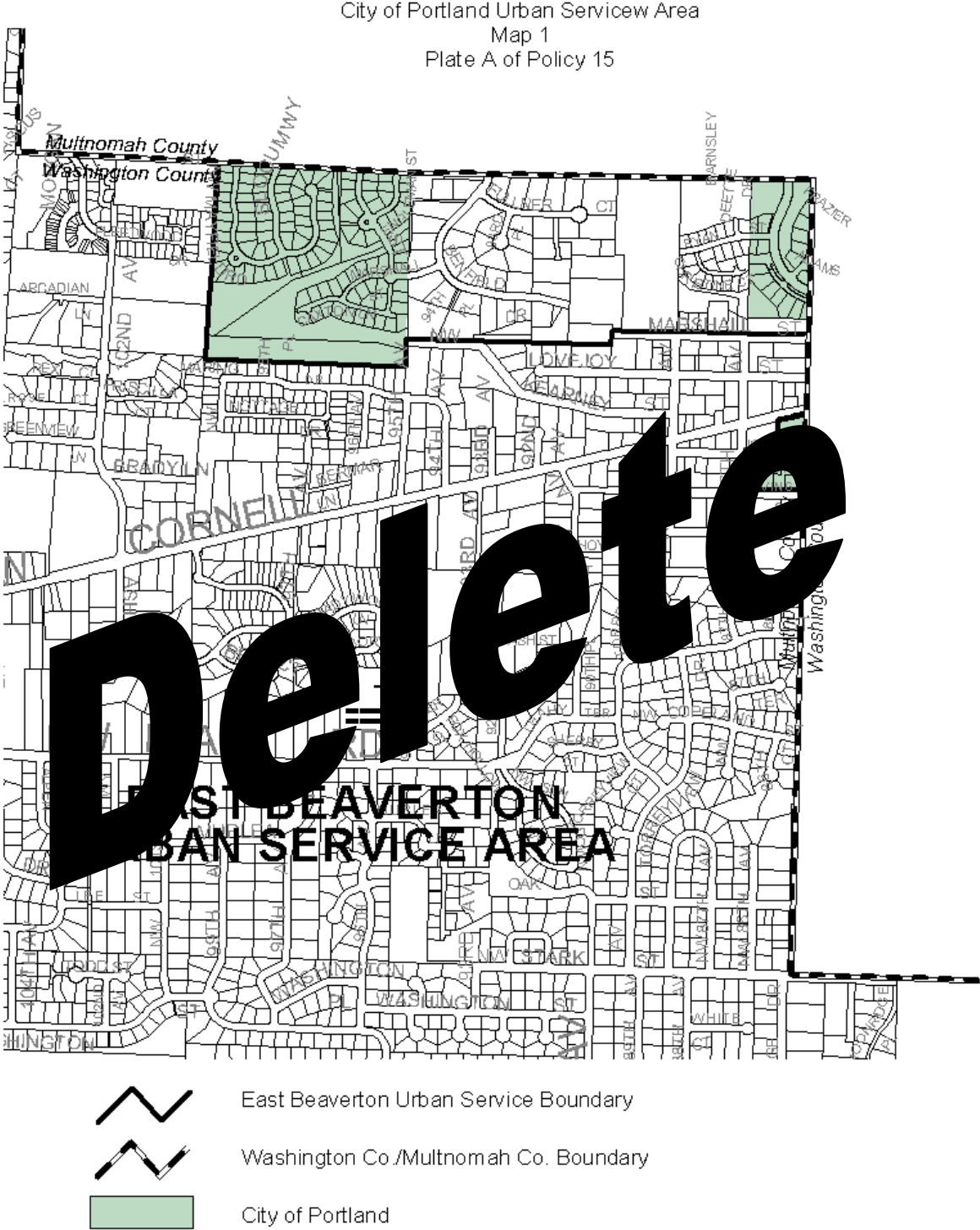
Public facilities and services necessary for growth in Washington County historically have been provided by a variety of unrelated special districts, local governments, and other agencies. Cooperation and coordination between service providers in developing plans and programming capital facilities has been limited.

The County has the responsibility under State law to coordinate the timely provision of public facilities and services within the County. Due to the fact that the County itself does not provide a full range of urban services, the best means of fulfilling this responsibility--which will result in a better living environment for County residents--is the formal establishment of a strong coordination system between the County and all service providers and the adoption of urban service agreements.

In 1993 the State Legislature adopted Senate Bill 122 (codified as ORS 195), which requires local governments to work together to establish urban service boundaries and adopt urban service agreements. ORS 195.060 to 080 requires local governments to determine who will be the ultimate urban service provider of the following services: fire protection, parks, recreation, open space, sewer, streets, roads, and public transit. In addition to these services, Washington County local governments determined that law enforcement and storm water services should also be addressed. Urban service agreements identify the ultimate service area of each provider and identify the service provision principles for each urban service. Urban service agreements are applicable to land inside the Regional Urban Growth Boundary, including incorporated and unincorporated areas. Urban service agreements will be a very important tool in ensuring the timely and efficient provisions of public facilities and services within the County.

The County has the additional responsibility to its citizens of ensuring that the services needed to allow growth will be provided by the agency or agencies best able to do so in a coordinated, efficient and cost effective manner. Therefore, County review of and recommendations on annexation or incorporation proposals involving cities and special service districts is imperative.

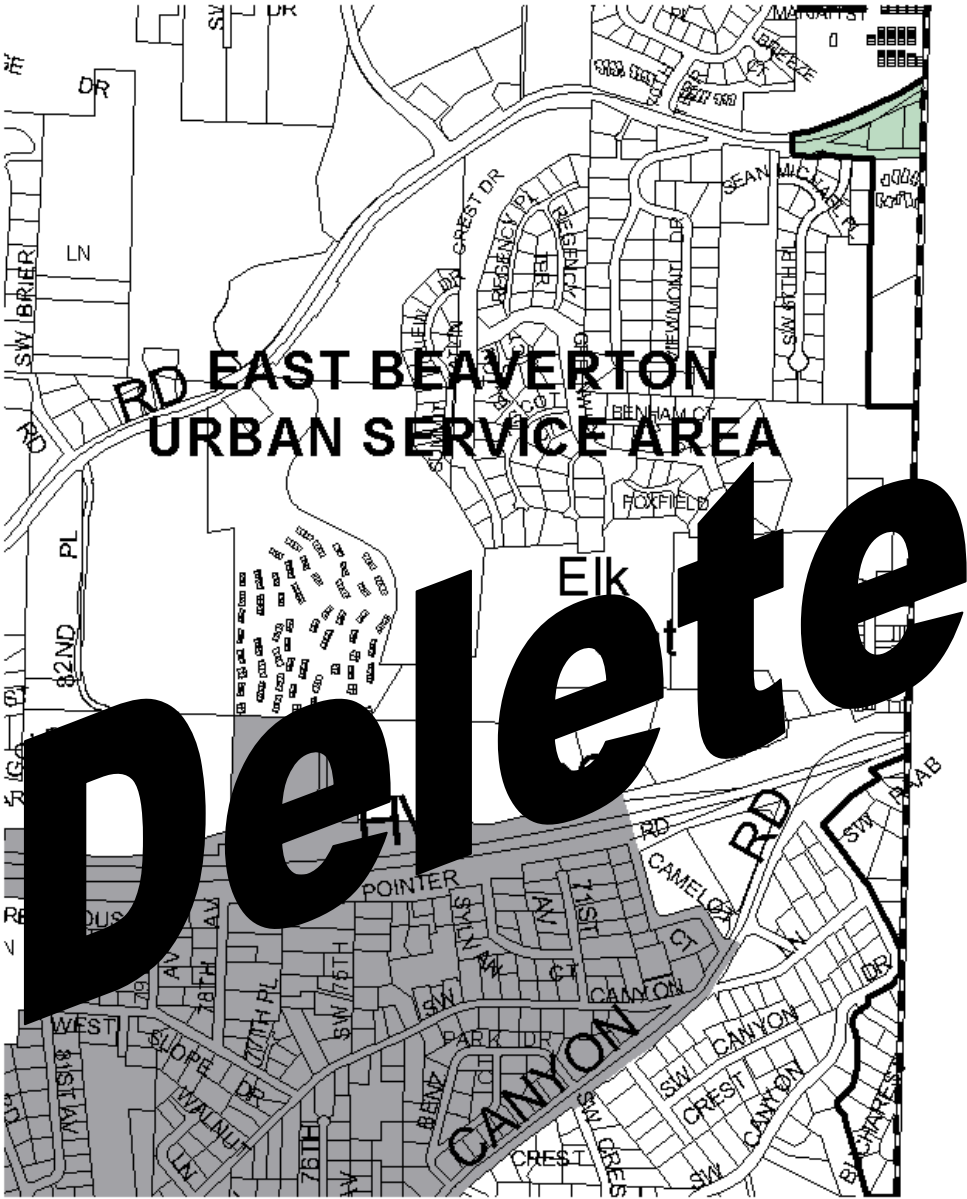
Delete the City of Portland Urban Service Area Map 1 - Plate A of Policy 15.



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Delete the City of Portland Urban Service Area Map 1 – Plate B of Policy 15.

City of Portland Urban Service Area
Map 1
Plate B of Policy 15

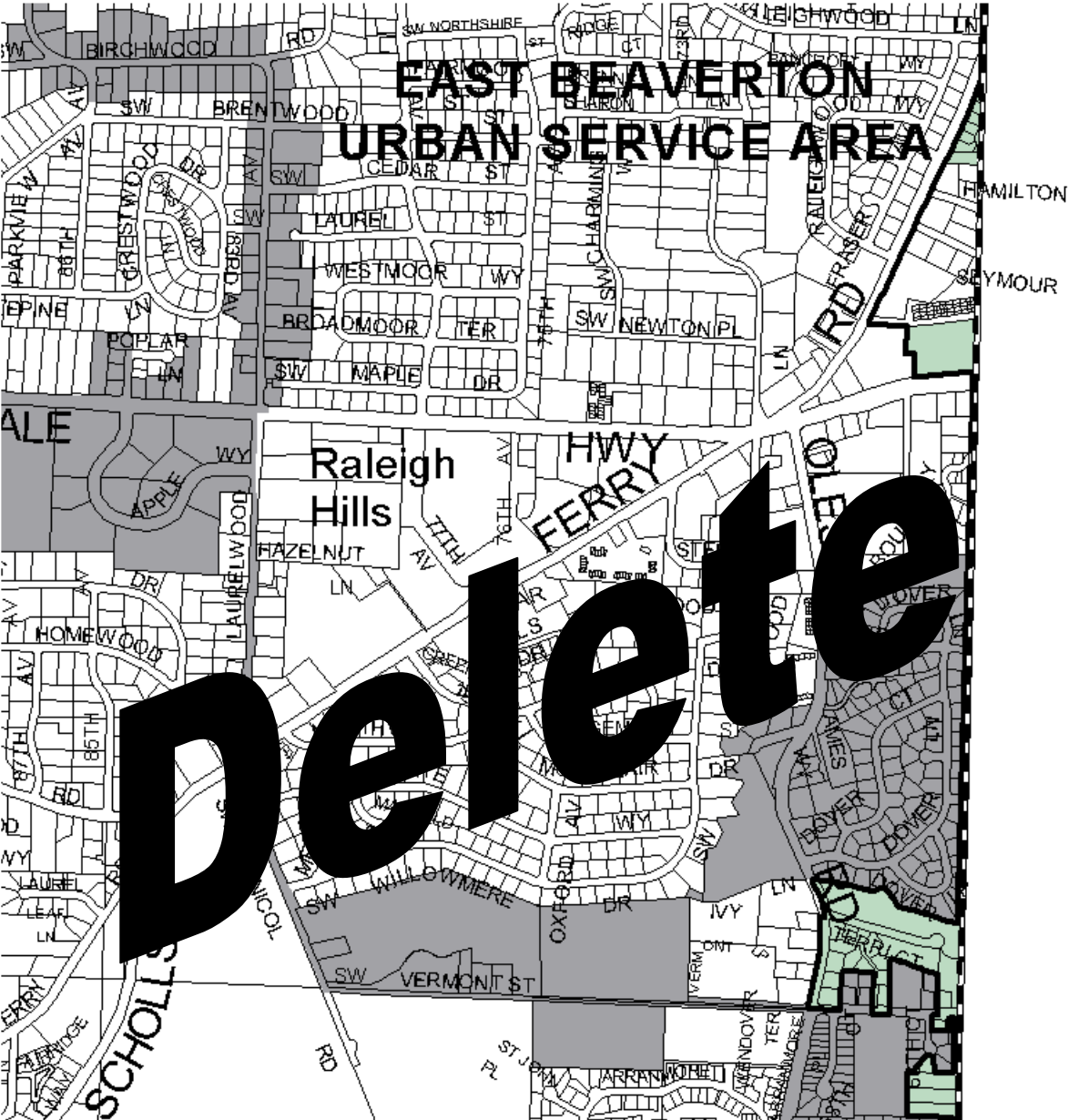


-  East Beaverton Urban Service Boundary
-  Washington Co./Multnomah Co. Boundary
-  City of Portland
-  City of Beaverton

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City of Portland Urban Service Area
Map 1
Plate C of Policy 15

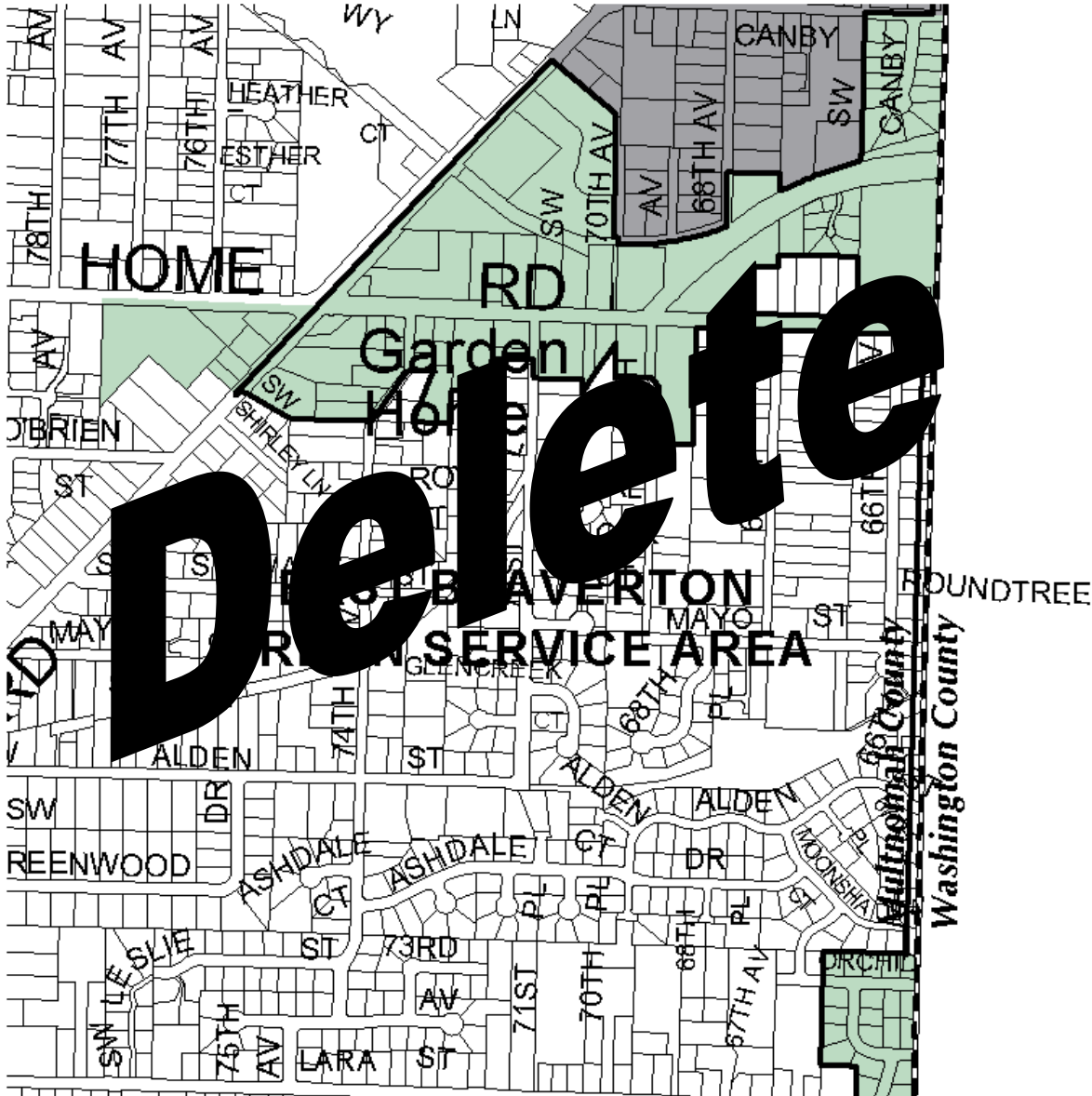


-  East Beaverton Urban Service Boundary
-  Washington Co./Multnomah Co. Boundary
-  City of Portland
-  City of Beaverton

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Delete the City of Portland Urban Service Area Map 1 – Plate D of Policy 15.

City of Portland Urban Service Area
Map 1
Plate D of Policy 15



-  East Beaverton Urban Service Boundary
-  Washington Co./Multnomah Co. Boundary
-  City of Portland
-  City of Beaverton

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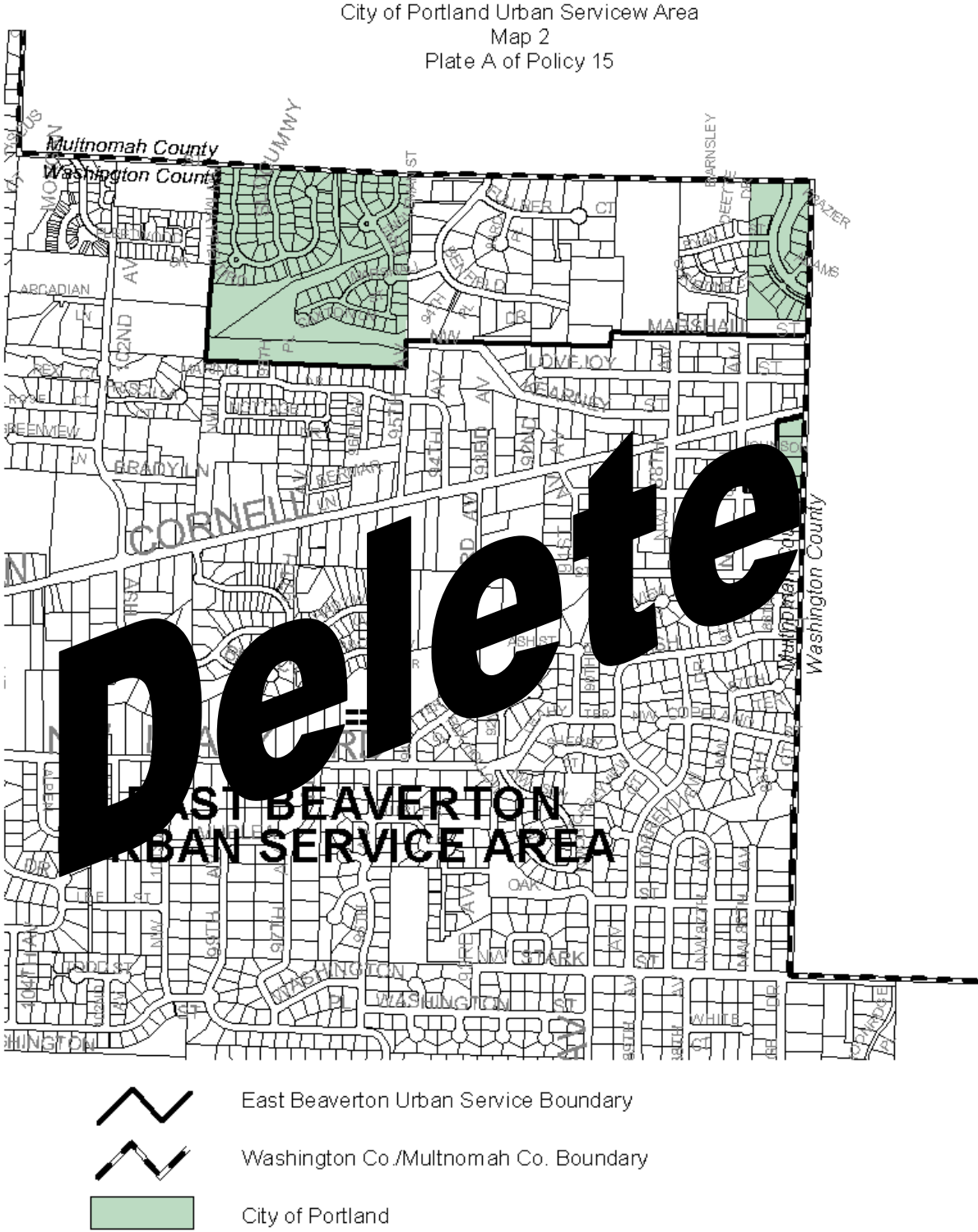
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East Beaverton Urban Service Area
Map 2 of Policy 15



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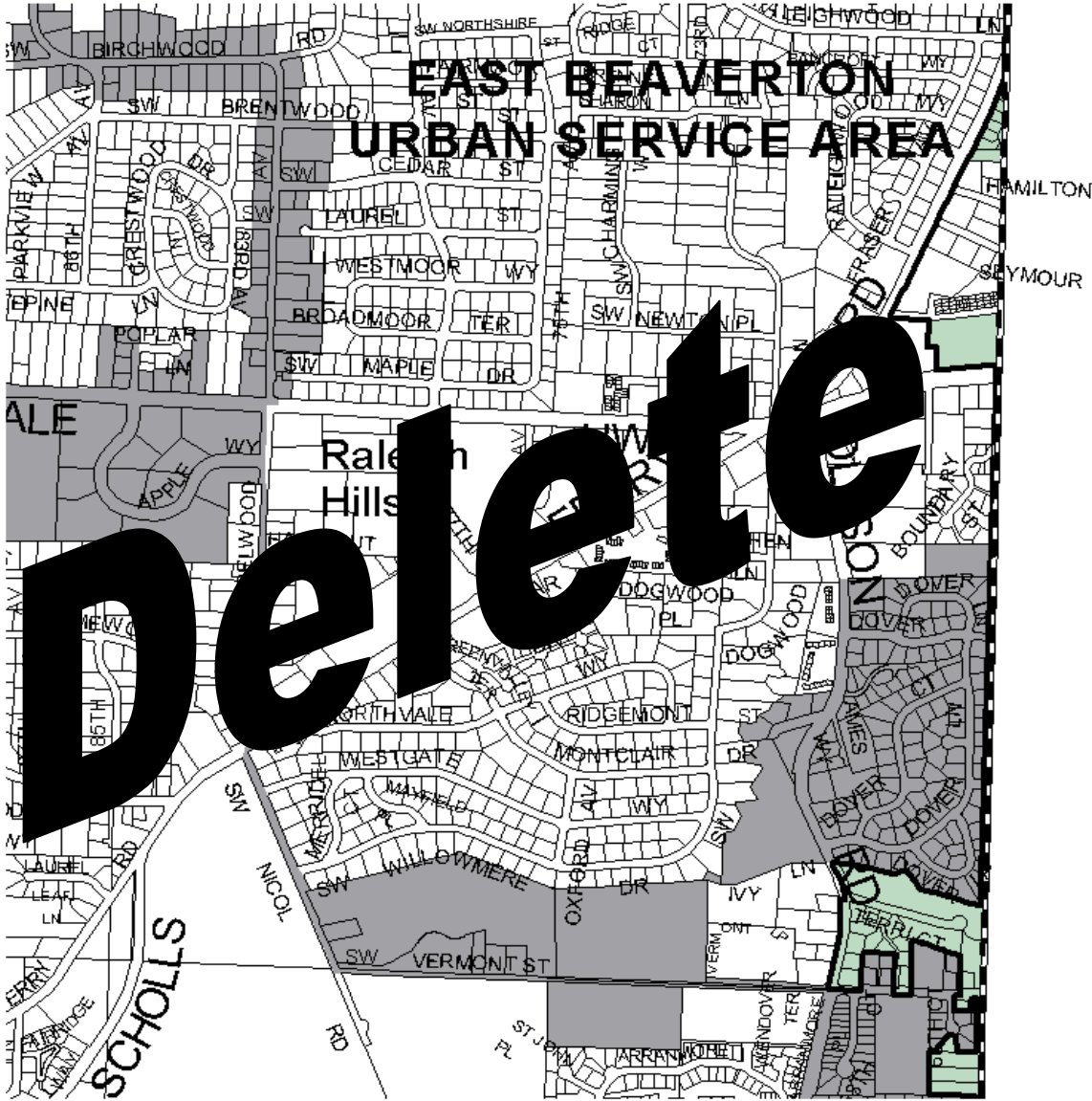
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Delete the City of Portland Urban Service Area Map 2 – Plate C of Policy 15.

City of Portland Urban Service Area
Map 2
Plate C of Policy 15

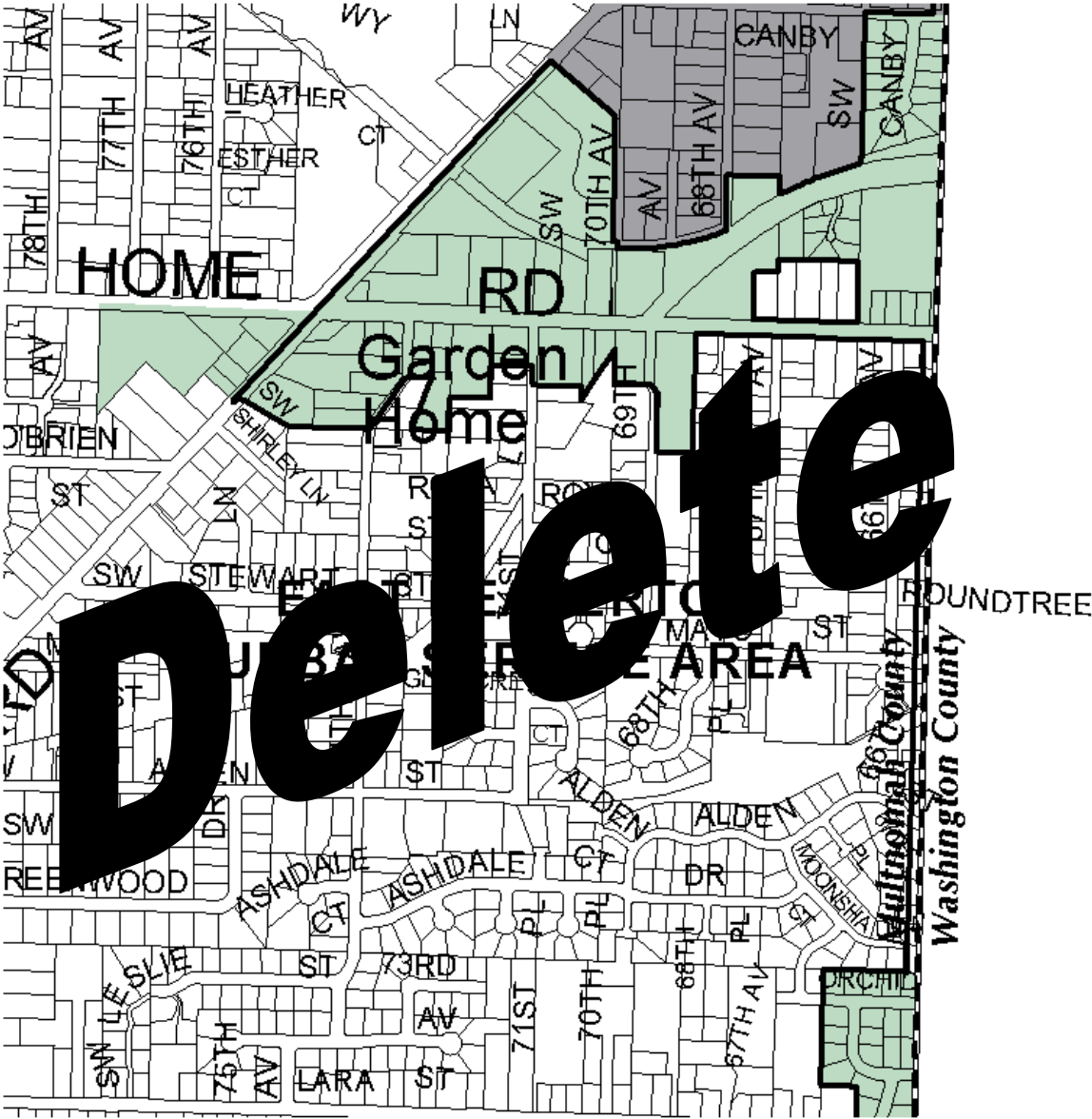


-  East Beaverton Urban Service Boundary
-  Washington Co./Multnomah Co. Boundary
-  City of Portland
-  City of Beaverton

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Delete the City of Portland Urban Service Area Map 2 – Plate D of Policy 15.

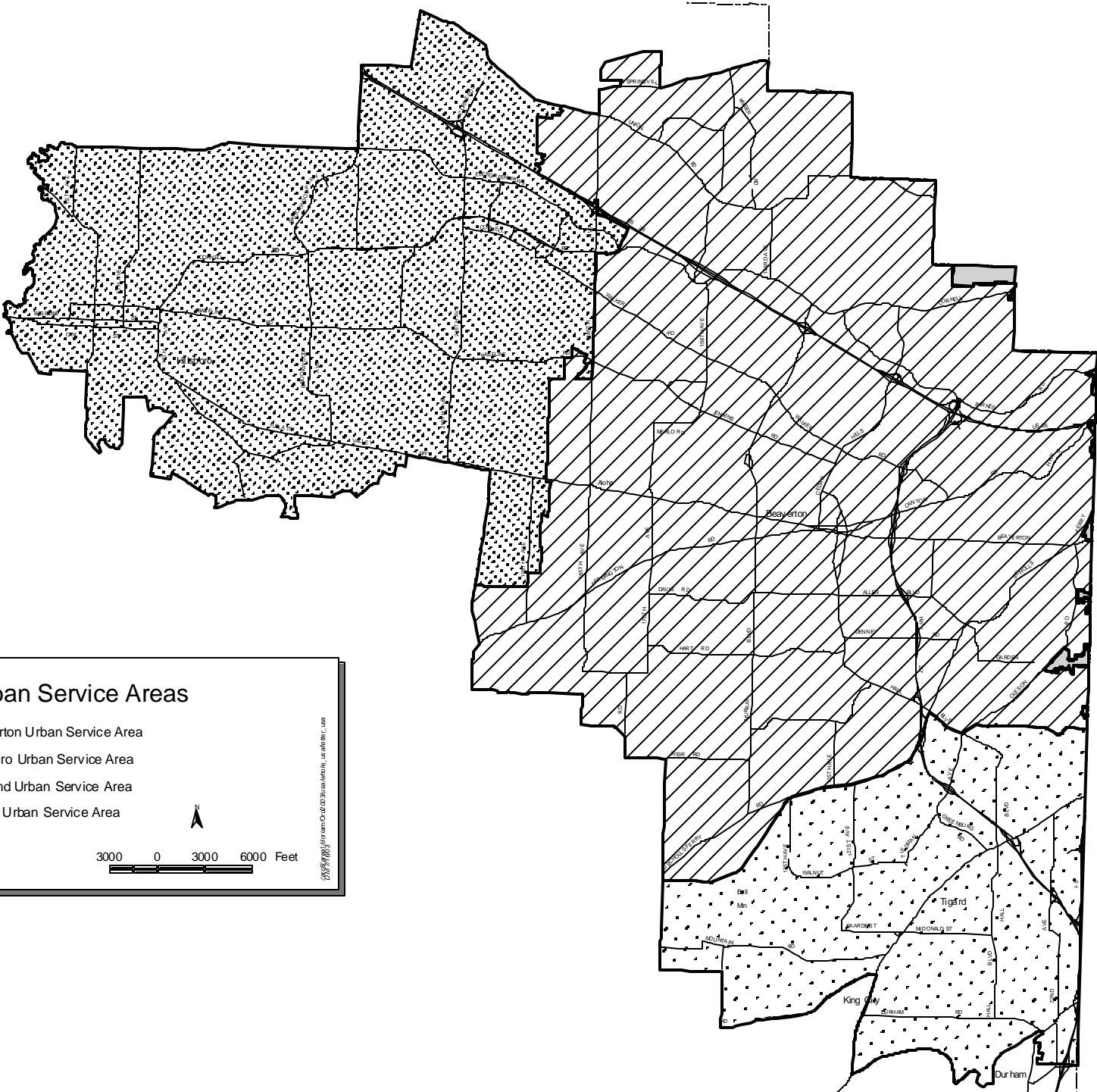
City of Portland Urban Service Area
Map 2
Plate D of Policy 15







-  East Beaverton Urban Service Boundary
-  Washington Co./Multnomah Co. Boundary
-  City of Portland
-  City of Beaverton

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The following map is added to Policy 15 of the Comprehensive Plan for the Urban Area:



Urban Service Areas

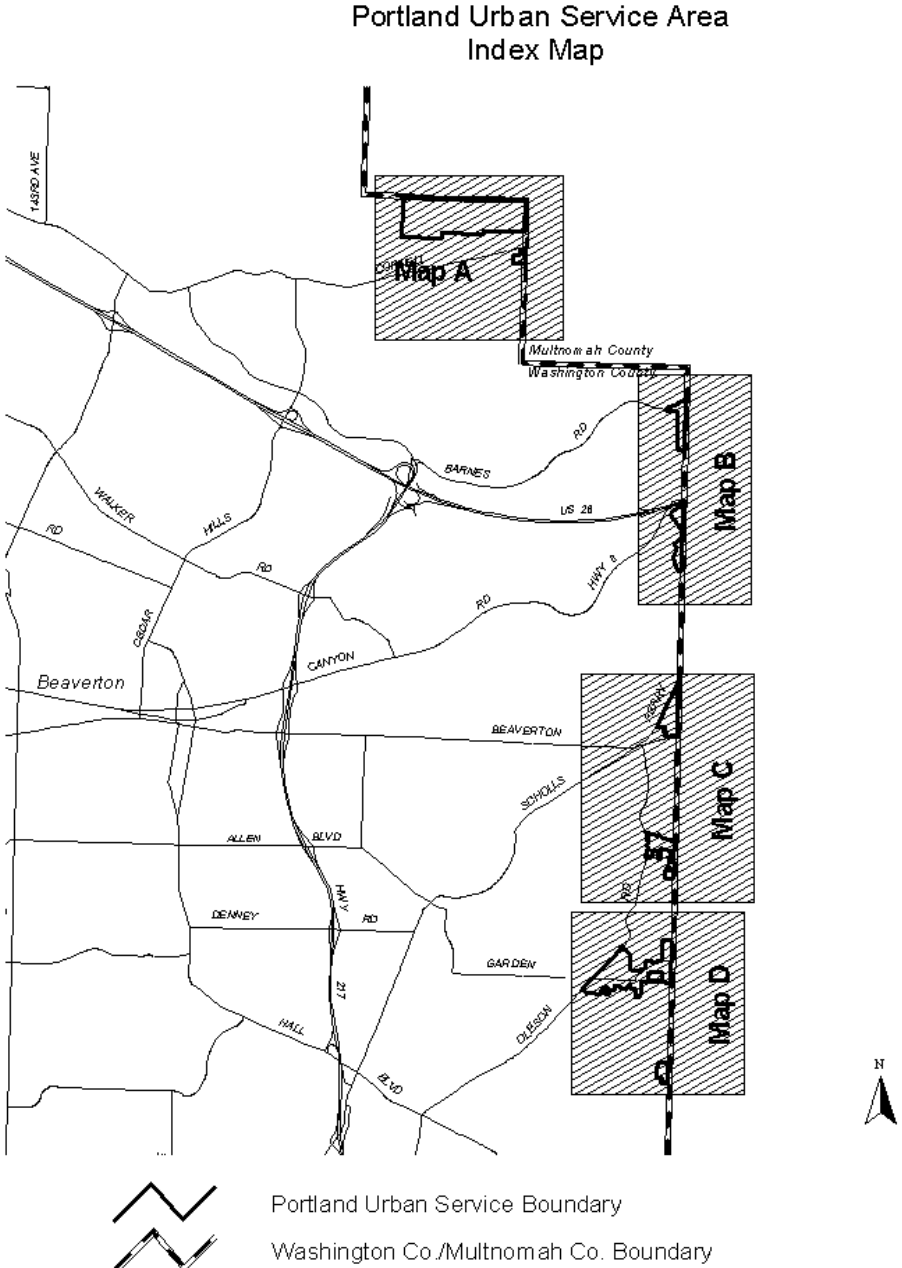
-  Beaverton Urban Service Area
-  Hillsboro Urban Service Area
-  Portland Urban Service Area
-  Tigard Urban Service Area

3000 0 3000 6000 Feet



City of Tigard, Oregon

The following map is added to Policy 15 of the *Comprehensive Plan For The Urban Area*:

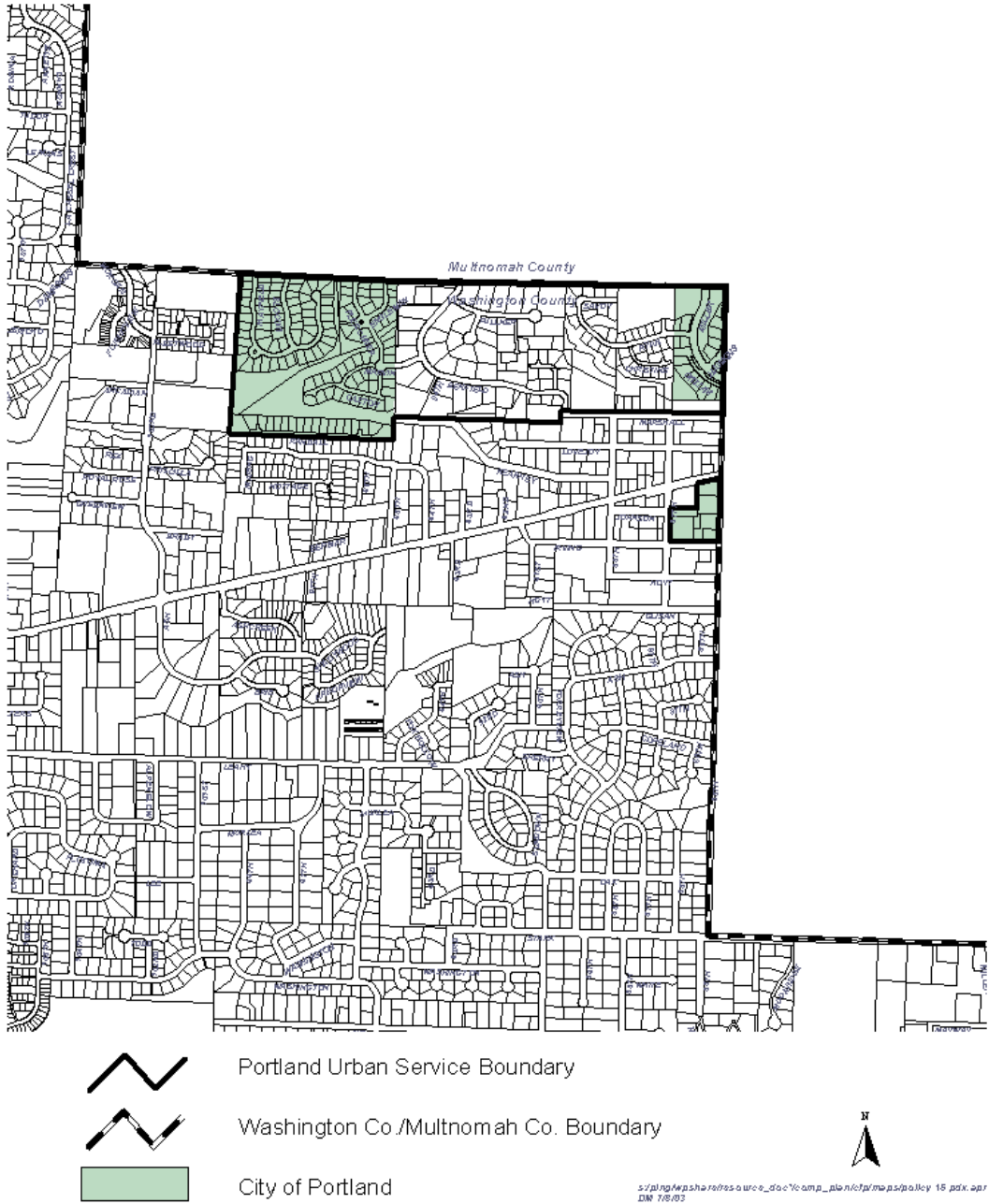


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The following map is added to Policy 15 of the *Comprehensive Plan For The Urban Area*:

City of Portland Urban Service Area
Map A



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The Washington County – Tigard Urban Planning Area Agreement is amended as shown below:

8/88 |

**Washington County – Tigard
Urban Planning Area Agreement**

THIS AGREEMENT is entered into ~~this 25th day of October, 1988~~ by WASHINGTON COUNTY, a political subdivision in the State of Oregon, hereinafter referred to as the “COUNTY”, and the CITY OF TIGARD, an incorporated municipality of the State of Oregon, hereinafter referred to as the “CITY”.

WHEREAS, ORS 190.010 provides that units of local government may enter into agreements for the performance of any or all functions and activities that a party to the agreement, its officers or agents, have authority to perform; and

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

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

WHEREAS, the CITY and COUNTY have entered into cooperative agreements with special service districts for fire and life safety; water; parks, recreation and open space; sanitary sewer; and surface water services, consistent with ORS 195.020; and

WHEREAS, the CITY and COUNTY have entered into the Tigard Urban Service Agreement with Clean Water Services, Tigard Water District, TriMet, Tualatin Hills Park and Recreation District, Tualatin Valley Fire and Rescue and Tualatin Valley Water District, consistent with ORS 195.060 to 085; and

WHEREAS, the COUNTY and the CITY, to ensure coordinated and consistent comprehensive plans, consider it mutually advantageous to establish:

1. A site-specific Urban Planning Area within the Regional Urban Growth Boundary within which both the COUNTY and the CITY maintain an interest in comprehensive planning;

2. A process for coordinating comprehensive planning and development in the Urban Planning Area;
3. Policies regarding comprehensive planning and development in the Urban Planning area; and
4. A process to amend the Urban Planning Agreement.

NOW THEREFORE, THE COUNTY AND THE CITY AGREE AS FOLLOWS:

I. Location of the Urban Planning Area

The Urban Planning Area mutually defined by the COUNTY and the CITY is the Tigard Urban Service Area and includes the area designated on Exhibit "A" to this agreement.

II. Coordination of Comprehensive Planning and Development

A. Amendments to or Adoption of a Comprehensive Plan or Implementing Regulation

1. Definitions

Comprehensive Plan means a generalized, coordinated land use map and policy statement of the governing body of a local government that interrelates all functional and natural systems and activities relating to the use of lands, including, but not limited to, sewer and water systems, transportation systems, educational facilities, recreational facilities, and natural resources and air and water quality management programs. "Comprehensive Plan" amendments do not include small tract comprehensive plan map changes.

Implementing Regulation means any local government zoning ordinance, land division ordinance adopted under ORS 92.044 or 92.046 or similar general ordinance establishing standards for implementing a comprehensive plan. "Implementing regulation" does not include small tract zoning map amendments, conditional use permits, individual subdivision, partitioning or planned unit development approval or denials, annexations, variances, building permits and similar administrative-type decisions.

2. The COUNTY shall provide the CITY with the appropriate opportunity to participate, review and comment on proposed amendments to or adoption of the COUNTY comprehensive plan or implementing regulations. The CITY shall provide the COUNTY with the appropriate opportunity to participate, review and comment on proposed amendments to or adoption

of the CITY comprehensive plan or implementing regulations. The following procedures shall be followed by the COUNTY and the CITY to notify and involve one another in the process to amend or adopt a comprehensive plan or implementing regulation:

- a. The CITY or the COUNTY, whichever has jurisdiction over the proposal, hereinafter the originating agency, shall notify the other agency, hereinafter the responding agency, of the proposed action at the time such planning efforts are initiated, but in no case less than 45 days prior to the final hearing on adoption. The specific method and level of involvement shall be finalized by “Memorandums or Understanding” negotiated and signed by the planning directors of the CITY and the COUNTY. The “Memorandums of Understanding” shall clearly outline the process by which the responding agency shall participate in the adoption process. If, at the time of being notified of a proposed action, the responding agency determines it does not need to participate in the adoption process, it may waive the requirement to negotiate and sign a “Memorandum of Understanding”.
- b. The originating agency shall transmit draft recommendations on any proposed actions to the responding agency for its review and comment before finalizing. Unless otherwise agreed to in a “Memorandum of Understanding”, the responding agency shall have ten (10) days after receipt of a draft to submit comments orally or in writing. Lack of response shall be considered “no objection” to the draft.
- c. The originating agency shall respond to the comments made by the responding agency either by a) revising the final recommendations, or b) by letter to the responding agency explaining why the comments cannot be addressed in the final draft.
- d. Comments from the responding agency shall be given consideration as part of the public record on the proposed action. If after such consideration, the originating agency acts contrary to the position of the responding agency, the responding agency may seek appeal of the action through the appropriate appeals body and procedures.
- e. Upon final adoption of the proposed action by the originating agency, it shall transmit the adopting ordinance to the responding agency as soon as publicly available, or if not adopted by ordinance, whatever other written documentation is available to properly inform the responding agency of the final actions taken.

B. Development Actions Requiring Individual Notice to Property Owners

1. Definition

Development Action Requiring Notice means an action by a local government which requires notifying by mail the owners of property which could potentially be affected (usually specified as a distance measured in feet) by a proposed development action which directly affects and is applied to a specific parcel or parcels. Such development actions may include, but not be limited to, small tract zoning or comprehensive plan amendments, conditional or special use permits, individual subdivisions, partitionings or planned unit developments, variances, and other similar actions requiring a hearings process which is quasi-judicial in nature.

2. The COUNTY will provide the CITY with the opportunity to review and comment on proposed development actions requiring notice within the designated Urban Planning Area. The CITY will provide the COUNTY with the opportunity to review and comment on proposed development actions requiring notice within the CITY limits that may have an affect on unincorporated portions of the designated Urban Planning Area.

3. The following procedures shall be followed by the COUNTY and the CITY to notify one another of proposed development actions:

a. The CITY or the COUNTY, whichever has jurisdiction over the proposal, hereinafter the originating agency, shall send by first class mail a copy of the public hearing notice which identifies the proposed development action to the other agency, hereinafter the responding agency, at the earliest opportunity, but no less than ten (10) days prior to the date of the scheduled public hearing. The failure of the responding agency to receive a notice shall not invalidate an action if a good faith attempt was made by the originating agency to notify the responding agency.

b. The agency receiving the notice may respond at its discretion. Comments may be submitted in written form or an oral response may be made at the public hearing. Lack of written or oral response shall be considered “no objection” to the proposal.

c. If received in a timely manner, the originating agency shall include or attach the comments to the written staff report and respond to any concerns addressed by the responding agency in such report or orally at the hearing.

- d. Comments from the responding agency shall be given consideration as a part of the public record on the proposed action. If, after such consideration, the originating agency, the responding agency may seek appeal of the action through the appropriate appeals body and procedures.

C. Additional Coordination Requirements

- 1. The CITY and the COUNTY shall do the following to notify one another of proposed actions which may affect the community, but are not subject to the notification and participation requirements contained in subsections A and B above.
 - a. The CITY or the COUNTY, whichever has jurisdiction over the proposed actions, hereinafter the originating agency, shall send by first class mail a copy of all public hearings agendas which contain the proposed actions to the other agency, hereinafter the responding agency, at the earliest opportunity, but no less than three (3) days prior to the date of the scheduled public hearing. The failure of the responding agency to receive an agenda shall not invalidate an action if a good faith attempt was made by the originating agency to notify the responding agency.
 - b. The agency receiving the public hearing agenda may respond at its discretion. Comments may be submitted in written form or an oral response may be made at the public hearing. Lack of written or oral response shall be considered “no objection” to the proposal.
 - c. Comments from the responding agency shall be given consideration as a part of the public record on the proposed action. If, after such consideration, the originating agency acts contrary to the position of the responding agency, the responding agency may seek appeal of the action through the appropriate appeals body and procedures.

III. Comprehensive Planning and Development Policies

A. Active Planning Area

1. Definition

Active Planning Area means the incorporated area and certain unincorporated areas contiguous to the incorporated area for which the CITY conducts comprehensive planning and seeks to regulate

development activities to the greatest extent possible. The CITY Active Planning Area is designated as Area A on Exhibit "A".

2. The CITY shall be responsible for comprehensive planning within the Active Planning Area.
3. The CITY is responsible for the preparation, adoption and amendment of the public facility plan, required by OAR 660-11 within the Active Planning Area.
4. The COUNTY shall not approve land divisions within the Active Planning Area which would create lots less than 10 acres in size, unless public sewer and water service are available to the property.
5. The COUNTY shall not approve a development in the Active Planning Area if the proposal would not provide for, nor be conditioned to provide for, an enforceable plan for, redevelopment to urban densities consistent with CITY's Comprehensive Plan in the future upon annexation to the CITY as indicated by the CITY Comprehensive Plan.
6. Approval of the development actions in the Active Planning Area shall be content upon provision of adequate urban services including sewer, water, storm drainage, streets, and police and fire protection.
7. The COUNTY shall not oppose annexation to the CITY within the CITY's Active Planning Area.

B. Area of Interest

1. Definition

Area of Interest or Primary Area of Interest means unincorporated lands contiguous to the Active Planning Area in which the CITY does not conduct comprehensive planning but in which the CITY does maintain an interest in comprehensive planning and development actions by the COUNTY because of potential impacts on the CITY Active Planning Area. The CITY Area of Interest within the Urban Planning Area is designated as Area B on Exhibit "A".

2. The COUNTY shall be responsible for comprehensive planning and development actions within the Area of Interest. The COUNTY has entered into an intergovernmental agreement with the CITY for the CITY to provide land development services on behalf of the COUNTY within the Area of Interest. Through this intergovernmental agreement the CITY

also provides building services and specific road services to the area on behalf of the COUNTY.

3. The COUNTY is responsible for the preparation, adoption and amendment of the public facility plan required by OAR 660-11 within the Area of Interest.
4. ~~The CITY may consider requests for annexations in the Area of Interest subject to the following:~~
 - a. ~~The CITY shall not require annexation of lands in the Area of Interest as a condition to the provision of urban services for development.~~
 - b. ~~Annexations by the CITY within the Area of Interest shall not create islands unless the CITY declares its intent to complete the island annexation.~~
 - c. ~~The CITY agrees in principle to a plebiscite or other representative means for annexation in the Metzger/Progress Community Planning Area, which includes Washington Square, within the CITY Area of Interest. Not contrary to the foregoing, the CITY reserves all of its rights to annex and acknowledges the rights of individual property owners to annex to the CITY pursuant to Oregon Revised Statutes.~~
 - d. ~~Upon annexation of land within the Area of Interest to the CITY, the CITY agrees to convert COUNTY plan designations to CITY plan designations which most closely approximate the density, use provisions and standards of COUNTY designations. Furthermore, the CITY agrees to maintain this designation for one year after the effective date of annexation unless both the CITY and the COUNTY Planning Directors agree at the time of annexation that the COUNTY designation is outdated and an amendment may be initiated before the one year period is over.~~
5. ~~The City of Beaverton and the City of Tigard have reached an agreement on a South Beaverton-North Tigard boundary establishing future annexation areas of interest. This boundary coincides with the northern Urban Planning Area boundary shown on Exhibit "A". Washington County recognizes that the future annexation area of interest boundary line may change in the future upon mutual agreement of both cities.~~

C. Annexations

1. The COUNTY and CITY recognize the CITY as the ultimate service provider of the urban services specified in the Tigard Urban Service Agreement. The COUNTY also recognizes the CITY as the ultimate local governance provider to all of the territory in the Tigard Urban Service Area, including unincorporated properties. So that all properties within the Tigard Urban Service Area will be served by the CITY, the COUNTY and CITY will be supportive of annexations to the CITY.
2. The CITY and COUNTY desire to transfer COUNTY services to the CITY in an orderly and efficient manner upon annexation so that service provision to residents and businesses will not be interrupted or diminished.
3. In order to provide for the orderly transfer of COUNTY services to the CITY, the CITY and COUNTY recognize annexation plans as the most appropriate method to annex properties to the CITY. Annexations to the CITY, however, shall not be limited to an annexation plan and the CITY and COUNTY recognize the rights of the CITY and property owners to annex properties using the other provisions provided by the Oregon Revised Statutes. All annexations shall be consistent with the provisions of the Tigard Urban Service Agreement.
4. So that there will be an orderly transfer of COUNTY services to the CITY as a result of annexations, the CITY and COUNTY shall enter into an inter-governmental agreement which specifies how the two will comply with the requirements of Section I. G. of the Tigard Urban Service Agreement no later than February 2, 2004.
5. The CITY agrees in principle to a plebiscite or other representative means for annexation in the Metzger/Progress Community Planning Area within the CITY Area of Interest. Not contrary to the foregoing, the CITY reserves all of its rights to annex and acknowledges the rights of individual property owners to annex to the CITY pursuant to Oregon Revised Statutes.
6. Upon annexation of land within the Area of Interest to the CITY, the CITY agrees to convert COUNTY plan designations to CITY plan designations which most closely approximate the density, use provisions and standards of COUNTY designations. Furthermore, the CITY agrees to maintain this designation for one year after the effective date of annexation unless both the CITY and the COUNTY Planning Directors agree at the time of annexation that the COUNTY designation is outdated and an amendment may be initiated before the one year period is over.

CD. Special Policies

1. The CITY and the COUNTY shall provide information of comprehensive planning and development actions to the Community Planning Organizations (CPO) through the notice procedures outlined in Section III of this Agreement.
2. At least one copy of any COUNTY ordinance which proposes to (1) amend the COUNTY comprehensive plan, (2) adopt a new plan, or (3) amend the text of the COUNTY development code shall be mailed to the CITY within five (5) days after its introduction.
3. At least one copy of any COUNTY ordinance which proposes to rezone land within one (1) mile of the corporate limits of the CITY shall be mailed to the CITY within five (5) days after its introduction.
4. The City of Tigard, City of Beaverton and Washington County have agreed to the following stipulations regarding the connection of Murray Boulevard from Old Scholls Ferry Road to the intersection of SW 121st Avenue and Gaarde Street:
 - a. The City of Tigard, City of Beaverton and Washington County agree to amend their respective comprehensive plans to reflect the following functional classification and design considerations:
 1. Designation: Collector
 2. Number of Travel Lanes: 2 (plus turn lanes at major intersections)
 3. Bike Lanes: Yes
 4. Right-of-Way: 60 feet (plus slope easements where necessary)
 5. Pavement Width: 40 foot minimum
 6. Access: Limited
 7. Design Speed: 35 M.P.H.
 8. Minimum Turning Radius: 350 to 500 feet
 9. Parking Facilities: None provided on street

10. Upon verification of need by traffic analysis, the connection may be planned to eventually accommodate additional lanes at the Murray/Old Scholls Ferry and Murray/New Scholls Ferry intersections.
 11. The intersection of the SW 135th Avenue and Murray Boulevard connection will be designed with Murray Boulevard as a through street with 135th Avenue terminating at the Murray connection with a "T" intersection.
 12. The general alignment of the Murray Boulevard connection is illustrated in Exhibit "B".
 - b. Any changes to the land use designations in the Murray Boulevard connection area shall be coordinated with all jurisdictions to assure that traffic impacts are adequately analyzed.
 - c. The City of Tigard, City of Beaverton and Washington County shall support improvements to the regional transportation system as outlined in the adopted Regional Transportation Plan (RTP).
 - d. ~~Improvements to SW Gaarde Street between SW 121st Avenue and Pacific Highway 99W should occur coincident with the connection of Murray Boulevard from Walnut/135th Avenue to Gaarde Street.~~
5. The COUNTY and the CITY will execute a Memorandum of Understanding outlining the methodology for transferring COUNTY records regarding land use activities to the CITY when property is annexed to the CITY. ~~The Memorandum of Understanding shall be drafted and executed by December 31, 1988.~~

IV. Amendments to the Urban Planning Area Agreement

- A. The following procedures shall be followed by the CITY and the COUNTY to amend the language of this agreement or the Urban Planning Area Boundary:
 1. The CITY or COUNTY, whichever jurisdiction originates the proposal, shall submit a formal request for amendment to the responding agency.
 2. The formal request shall contain the following:
 - a. A statement describing the amendment.

- b. A statement of findings indicating why the proposed amendment is necessary.
 - c. If the request is to amend the planning area boundary, a map which clearly indicates the proposed change and surrounding area.
3. Upon receipt of a request for amendment from the originating agency, the responding agency shall schedule a review of the request before the appropriate reviewing body, with said review to be held within 45 days of the date the request is received.
4. The CITY and COUNTY shall make good faith efforts to resolve requests to amend this agreement. Upon completion of the review, the reviewing body may approve the request, deny the request, or make a determination that the proposed amendment warrants additional review. If it is determined that additional review is necessary, the following procedures shall be followed by the CITY and COUNTY:
 - a. If inconsistencies noted by both parties cannot be resolved in the review process as outlined in Section IV (3), the CITY and the COUNTY may agree to initiate a joint study. Such a study shall commence within 90 days of the date it is determined that a proposed amendment creates an inconsistency, and shall be completed within 90 days of said date. Methodologies and procedures regulating the conduct of the joint study shall be mutually agreed upon by the CITY and the County prior to commencing the study.
 - b. Upon completion of the joint study, the study and the recommendations drawn from it shall be included within the record of the review. The agency considering the proposed amendment shall give careful consideration to the study prior to making a final decision.

~~B. Prior to the commencement of periodic review for the City of Tigard and the County's Urban Areas (April, 1989), the CITY and the COUNTY shall mutually study the following topics:~~

- ~~1. The feasibility of expanding the "active planning area" to include the current "area of interest" and assigning land use planning responsibility to the CITY.~~
- ~~2. The feasibility and cost-effectiveness of the CITY and the COUNTY contracting to provide building inspection and plan review services,~~

~~administer development codes and collect related fees within the active planning area.~~

~~Proposed revisions to this Agreement shall be considered by the CITY and the COUNTY as soon as analysis of the above topics is complete, subject to the time constraint and other requirements of the COUNTY's land use ordinance hearings and adoption process.~~

~~C.B.~~ The parties will jointly review this Agreement every two (2) years to evaluate the effectiveness of the processes set forth herein and to make any amendments. The review process shall commence two (2) years from the date of execution and shall be completed within 60 days. Both parties shall make a good faith effort to resolve inconsistencies that may have developed since the previous review. If, after completion of the 60-day review period inconsistencies still remain, either party may terminate this Agreement.

~~C.~~ The COUNTY and CITY, in conjunction with other Washington County cities, shall begin in 2004 to update all county – city urban planning area agreements so they address planning issues and initiatives that have occurred since 1988.

V. ~~This Urban Planning Area Agreement repeals and replaces the Urban Planning Area Agreement dated September 9, 1986. This Agreement shall become effective upon full execution by the COUNTY and the CITY and shall then repeal and replace the Washington County – Tigard Urban Planning Area Agreement dated October 25, 1988. The effective date of this agreement shall be the last date of signature on the signature pages.~~

~~This Agreement commences on December 19, 1988.~~

IN WITNESS WHEREOF the parties have executed this Urban Planning Area Agreement on the date set opposite their signatures.

CITY OF TIGARD

By _____ Date: ~~12-19-88~~ _____
Mayor

Approved as to Form:

By _____
City Attorney

WASHINGTON COUNTY

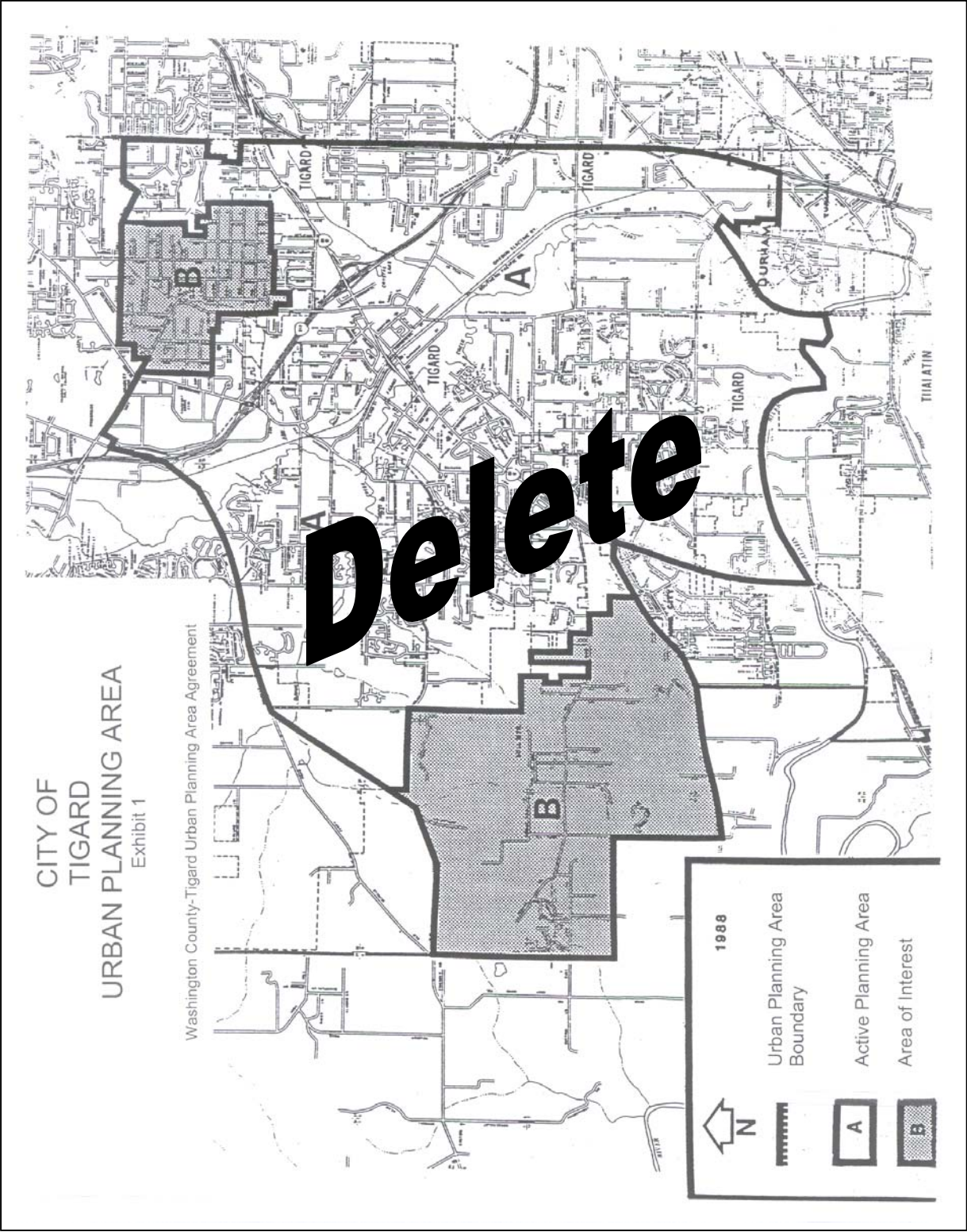
By _____ Date: ~~12-29-88~~ _____
Chair, Board of County Commissioners

Approved as to Form:

By: _____
County Counsel

By _____ Date: ~~12-29-88~~ _____
Recording Secretary




Delete Exhibit A of the Washington County – Tigard Urban Planning Area Agreement that commenced on December 19, 1988 as shown below:



~~abcdef~~ Proposed additions
~~abcdef~~ Proposed deletions

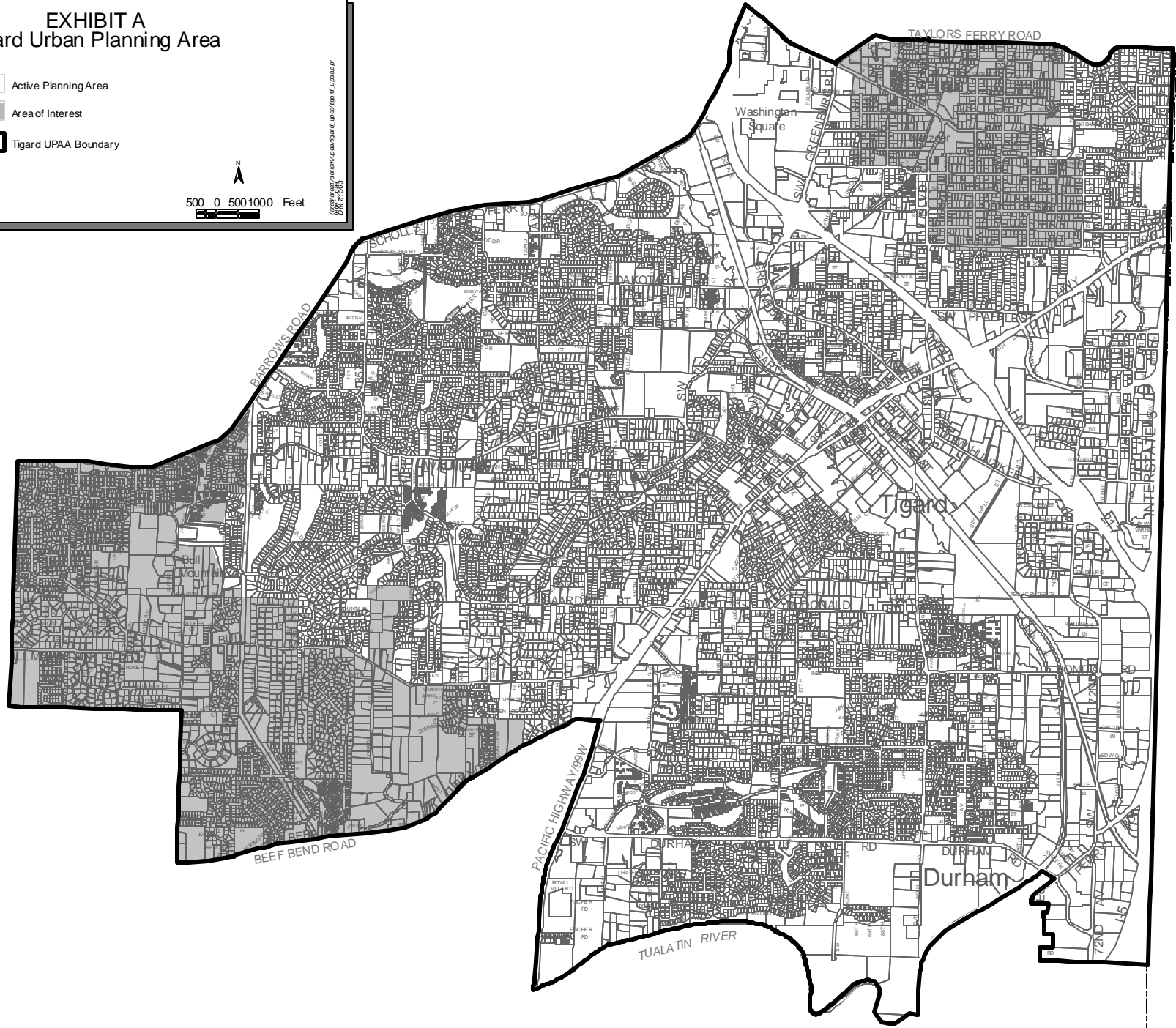
Add the following map as Exhibit A of the Washington County-Tigard Urban Planning Area Agreement:

EXHIBIT A
Tigard Urban Planning Area

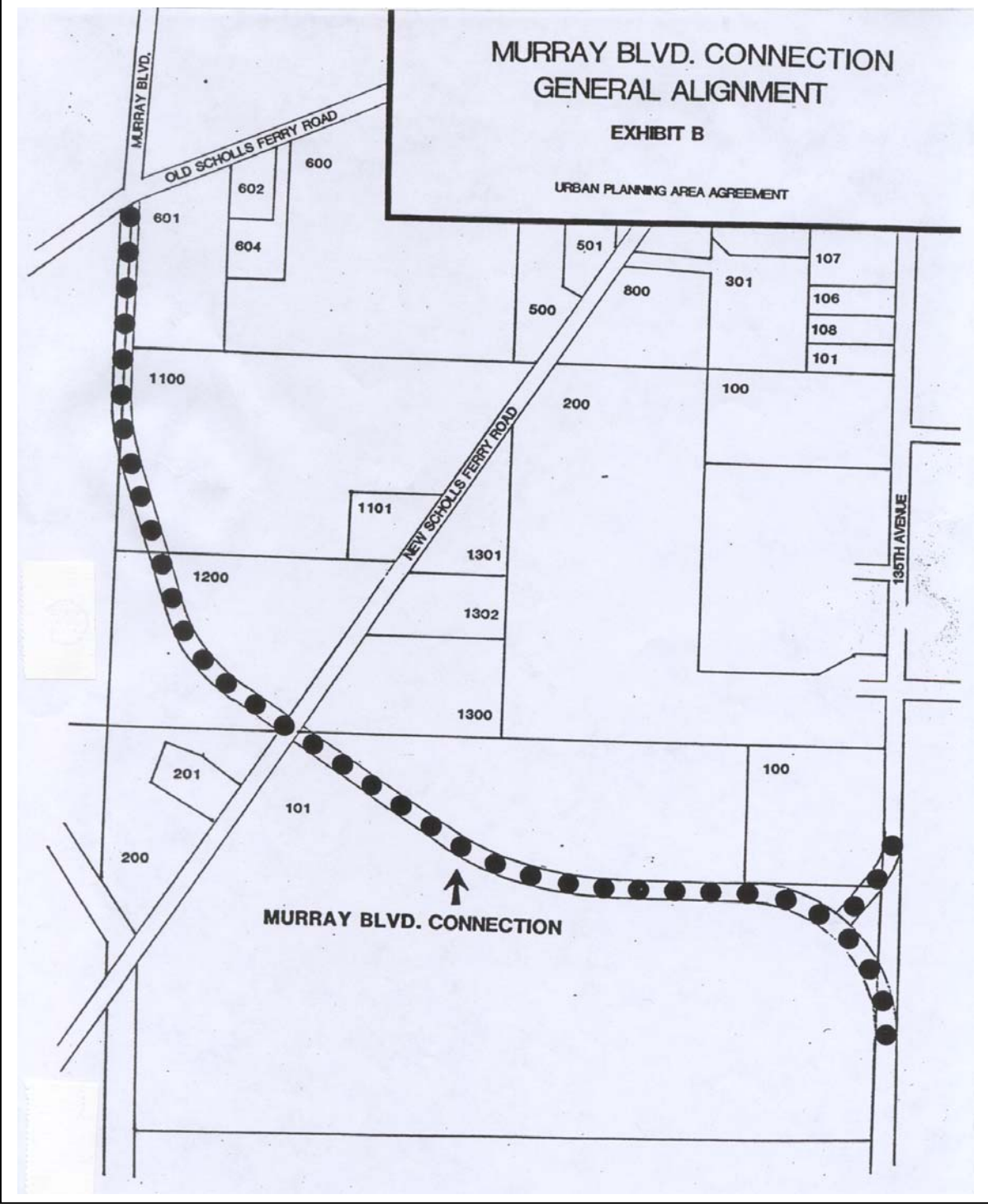
-  Active Planning Area
-  Area of Interest
-  Tigard UPAA Boundary

N
500 0 500 1000 Feet

Map created for Washington County, Oregon
July 15, 2003



This map remains unchanged as "Exhibit B" of the Washington County – Tigard Urban Area Planning Agreement



abcdef Proposed additions
~~abcdef~~ Proposed deletions