

Washington County – Tigard Urban Planning Area Agreement

THIS AGREEMENT is entered into 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, partition 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.

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.

D. 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).
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.

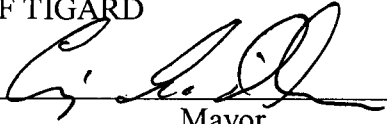
IV. Amendments to the Urban Planning Area Agreement

- 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. 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 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.

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

CITY OF TIGARD

By  Date: 7/8/04
Mayor

Approved as to Form:

By 
City Attorney

WASHINGTON COUNTY

By Tom Burr Date: 7-6-04
Chair, Board of County Commissioners

Approved as to Form:

By: Luella Sevenson 7/1/04
Sr. Asst. County Counsel

By Barbara Hejtmancik Date: 7-6-04
Recording Secretary

