

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 (UGB) 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, following the Urbanization Forum process, the COUNTY through Resolution & Order 09-65, and the CITY through Resolution No. 09-40, agreed that future additions to the UGB during or after 2010 must be governed and urbanized by the CITY in the COUNTY and also agreed to urge Metro to expand the UGB only to such areas as are contiguous to incorporated areas of Washington County; and

WHEREAS, the state legislature, with House Bill 4078-A in 2014 and House Bill 2047 in 2015, validated the acknowledged UGB and Urban and Rural Reserves established through the Metro Regional process involving both the COUNTY and CITY; and

WHEREAS, the CITY has participated with the COUNTY on long range planning studies to identify long-term transportation needs to accommodate future development of the Urban Reserve Planning areas adjacent to the CITY; and

WHEREAS, the CITY together with the COUNTY, City of King City, Metro and Clean Water Services signed a Memorandum of Understanding March 31, 2020, and agreed to coordinate planning efforts for unincorporated land near SW Beef Bend Road and SW Roy Rogers Road; 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 195.085; and

WHEREAS, the COUNTY and the CITY desire to amend the Urban Planning Area Agreement to reflect the changes to the UGB, the CITY's Urban Planning Area, and the need for urban planning of the new Urban Reserve lands; and

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

1. An Urban Planning Area Agreement incorporating a site-specific Urban Planning Area within the UGB where both the COUNTY and the CITY maintain an interest in comprehensive planning and an Urban Reserve Planning Area (URPA) outside the UGB where both the COUNTY and the CITY maintain an interest in concept planning;
2. A process for coordinating comprehensive planning and development in the Urban Planning Area and concept planning in the URPA;
3. Special policies regarding comprehensive planning and development in the Urban Planning Area, and concept planning in the URPA; and
4. A process to amend the Urban Planning Area Agreement.

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

I. Location of the Urban Planning Area and Urban Reserve Planning Area

The Urban Planning Area and URPA mutually defined by the COUNTY and the CITY includes the areas designated on the Washington County – Tigard Urban Planning Area Agreement and “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 adopted under ORS chapters 197, 215, or 227, a land division ordinance adopted under ORS 92.044 or 92.046 or similar general ordinance establishing standards for implementing a comprehensive plan. “

2. The COUNTY shall provide the CITY with the 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 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 35 calendar days prior to the first hearing on adoption. For COUNTY or CITY comprehensive plan updates with the potential to affect the responding agency’s land use or transportation system, the originating agency shall provide the responding agency with the opportunity to participate in the originating agency’s advisory committee, if any.
 - b. For COUNTY or CITY comprehensive plan updates with the potential to affect the responding agency’s land use or transportation system, the originating agency shall transmit the draft amendments by first class mail or as an attachment to electronic mail to the responding agency for its review and comment at least 10 calendar days before finalizing. The responding agency shall have 10 calendar 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 draft amendment recommendation(s), or b) a statement on the record explaining why the comments cannot be addressed in the final draft.

- d. Comments from the responding agency shall be given consideration and included 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 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 the COUNTY or CITY 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, land divisions, planned unit developments, variances and other similar actions requiring a quasi-judicial hearing process.

- 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 and/or URPA. 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 effect on unincorporated portions of the designated Urban Planning Area or the COUNTY's transportation network.
- 3. The following procedures shall be followed by the COUNTY and the CITY to notify one another of proposed development actions:
 - a. The originating agency with jurisdiction over the proposal, shall send by first class mail or as an attachment to electronic mail a copy of the public hearing notice which identifies the proposed development action to the responding agency, at the earliest opportunity, but no less than 14 calendar days prior to the date of the first scheduled public hearing or end of the comment period, whichever date is earlier. 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 responding 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 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.

C. Additional Coordination Requirements

- 1. The CITY and the COUNTY shall do the following to notify one another of proposed actions with the potential to affect the responding agency’s land use or transportation system, but are not subject to the notification and participation requirements contained in subsections A. and B. above.
 - a. The originating agency with jurisdiction over the proposed actions, shall send by first class mail or as an attachment to electronic mail a copy of all public hearings agendas which contain the proposed actions to the responding agency, at the earliest opportunity, but no less than three calendar 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 responding 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. Concept Planning for Urban Reserve Areas

A. Definitions

1. Urban Reserve means those lands outside the UGB that have been so designated by Metro for the purpose of:
 - a. Future expansion of the UGB over a long-term period (40-50 years), and
 - b. The cost-effective provision of public facilities and services when the lands are included within the UGB.
2. Urban Reserve Planning Area (URPA) means those Urban Reserves identified for annexation and urbanization by the CITY at such time as the UGB is amended to include the Urban Reserve Area.

B. The CITY's URPA is identified on "Exhibit A" to this Agreement.

C. The CITY shall be responsible for developing a concept plan in coordination with the COUNTY for the URPA and in conjunction with Metro and appropriate service districts. The concept plan shall include the following:

1. An agreement between the COUNTY and the CITY regarding expectations for road funding, jurisdictional transfer over roadways to and from the CITY and COUNTY and access management for County roads in the URPA. The agreement should describe any changes to the CITY and/or COUNTY transportation system plans, other comprehensive plan documents, or codes that have been adopted or will be necessary to implement this agreement.
2. An agreement between the COUNTY and the CITY that preliminarily identifies the likely provider of urban services, as defined in ORS 195.065(4), when the area is urbanized.

D. The concept plan shall be completed by the CITY following the requirements of Metro's Urban Growth Management Functional Plan.

E. Upon completion and acknowledgement of the concept plan by the CITY and the COUNTY, and the addition of the area into the UGB by Metro, the affected portion of the URPA shall be designated as part of Urban Planning Area B, as described below. Inclusion in Urban Planning Area B is automatic and does not require an amendment to this Agreement.

- F. Once an URPA has been added to the UGB and prior to annexation into the CITY, the COUNTY will apply the Future Development 20-Acre District (FD-20) land use designation to the land.

IV. Comprehensive Planning and Development Policies for Urban Planning Areas

A. Urban Planning Area A

1. Urban Planning Area A includes unincorporated lands contiguous to the CITY boundary 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. Urban Planning Area A is designated as Urban Planning Area A on “Exhibit A”.
2. The COUNTY shall be responsible for comprehensive planning and development actions within Urban Planning Area A.
3. The COUNTY is responsible for the preparation, adoption and amendment of the public facility plan required by OAR 660-Division 11 within Urban Planning Area A.

B. Urban Planning Area B

1. Urban Planning Area B includes the future areas brought into the UGB per Section III of this Agreement (Concept Planning for Urban Reserve Areas) for which the CITY conducts comprehensive planning and seeks to regulate development activities to the greatest extent possible.
2. The CITY shall be responsible for comprehensive planning within Urban Planning Area B and shall implement the planning process outlined in the CITY's comprehensive plan. The COUNTY shall support the planning process and participate as necessary.
3. The CITY is responsible for the preparation, adoption and amendment of the public facility plan required by OAR 660 Division 11, in coordination with other service providers that will provide urban services within this area.
4. As required by OAR 660-011-0010, the CITY is identified as the appropriate provider of local water, sanitary sewer, storm sewer and transportation facilities within Urban Planning Area B when those areas are annexed in the future. Exceptions include facilities provided by other service providers subject to the terms of any intergovernmental agreement the CITY may have with other service providers; facilities under the

jurisdiction of other service providers not covered by an intergovernmental agreement; and future facilities that are more appropriately provided by an agency other than the CITY.

5. The COUNTY shall not approve land divisions within Urban Planning Area B that are inconsistent with the provisions of the COUNTY Community Development Code and the FD-20 District.
6. The COUNTY shall not approve a development in Urban Planning Area B if the proposal would not provide for, nor be conditioned to provide for, an enforceable plan for redevelopment to urban densities consistent with the CITY's Comprehensive Plan in the future upon annexation to the CITY as indicated by the CITY's Comprehensive Plan.
7. The COUNTY shall not oppose annexation to the CITY within Urban Planning Area B.
8. The CITY will amend the CITY comprehensive plan to include Urban Planning Area B consistent with the original Urban Reserve concept plan. If modifications to the original concept plan are made during the comprehensive planning process, the parties will update the related agreements to reflect these changes, which may include transportation, access and funding. Until the CITY amends its transportation system plan (TSP), the COUNTY's TSP will serve as the TSP for Urban Planning Area B.

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 Urban Planning Area designated on "Exhibit A," including unincorporated properties.
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.
4. Any change to the CITY boundary due to annexation or any change to the UGB boundary within the CITY's Urban Planning Area automatically amends "Exhibit A" without further amendment to this Agreement.

D. Special Policies

1. The CITY and the COUNTY agree that SW Tile Flat Road should be extended south from SW Scholls Ferry Road, through the River Terrace West URPA (formerly Roy Rogers Road West), as a collector intersecting with the southern extension of SW Mountainside Way.
2. The CITY and COUNTY agree that SW Mountainside Way should be extended south through the River Terrace West URPA as a collector, with an intersection with SW Bull Mountain Road and allowing for a future connection at SW Roy Rogers Road further south from the URPA boundary to provide adequate transportation connectivity in the area.
3. The CITY and COUNTY agree to coordinate on the ultimate design and alignment of the SW Tile Flat Road extension and the SW Mountainside Way extension within the River Terrace West URPA to its ultimate connection at SW Roy Rogers Road. The CITY and COUNTY agree that the multimodal roadway extension will be context sensitive to meet the transportation needs of the area to provide for the potential future CITY park and access to the CITY URPA and King City UPA on the east side of SW Roy Rogers Road.

V. 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 the 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 calendar days of the date the request is received.

4. The CITY and the 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 V. A (3), the CITY and the COUNTY may agree to initiate a joint study. Such a study shall commence within 30 calendar days of the date it is determined that a proposed amendment creates an inconsistency and shall be completed within 90 calendar 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

B. The parties may individually or jointly initiate review of this Agreement to evaluate the effectiveness of the processes set forth herein and determine if conditions warrant any amendments. Both parties shall make a good faith effort to resolve inconsistencies that may have developed since the previous review. If inconsistencies still remain at the conclusion of the review period, either party may terminate this Agreement.

VI. This Agreement shall become effective upon full execution by the COUNTY and the CITY. This Agreement upon full execution shall repeal and replace the Washington County – Tigard Urban Planning Area Agreement dated October 2003 . 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: _____
Mayor

Approved as to Form:

By _____
City Attorney

WASHINGTON COUNTY

By _____ Date: _____
Chair, Board of County Commissioners

Approved as to Form:

By _____
County Counsel

By _____ Date: _____
Recording Secretary



