

BCC 19-0557

## Washington County – Tualatin 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 TUALATIN, 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 State Land Conservation and Development Commission (LCDC) 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, following the Urbanization Forum process, the COUNTY through Resolution & Order 09-63, and the CITY through Resolution 4906-09 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 the CITY; and

WHEREAS, the Basalt Creek and West Railroad Planning Areas, generally located between the CITY and Wilsonville, were added to the UGB by the Metro Council in 2004, through Ord. No. 04-1040B; and

WHEREAS, Metro Ord. No. 04-1040B included a condition that the Basalt Creek and West Railroad Planning Areas undergo Title 11 concept planning, as defined in Metro Code Chapter 3.07 of the Urban Growth Management Functional Plan (UGMFP); and

WHEREAS, the COUNTY, the CITY, Wilsonville and Metro entered into an Intergovernmental Agreement (2011 IGA) (Contract No. BCC 11-0470) to consider the Basalt Creek and the West Railroad Areas in a single concept planning effort and refer to the two areas generally as the Basalt Creek Planning Area, a distinct subarea; and

WHEREAS, the CITY, COUNTY, Wilsonville and Metro entered into the First Addendum to the 2011 IGA, acknowledging the Basalt Creek Transportation Refinement Plan (BCC 13-0724), a collaborative transportation planning effort that identified the major transportation projects for the Basalt Creek Planning Area; and

WHEREAS, the CITY, Wilsonville and Metro, agreed to extend the 2011 IGA through Addendum No. 2.0 (BCC No. 16-1110) until the cities and COUNTY amend their respective UPAA's and incorporate the Basalt Creek Concept Plan into each city's respective comprehensive plans or until September 28, 2019; and

WHEREAS, the CITY through Resolution 5392-18 and Wilsonville through Resolution 2697 adopted the Basalt Creek Concept Plan, which included the necessary transportation and land use planning for the area as well as an agreement on the boundary between Tualatin and Wilsonville; and

WHEREAS, the COUNTY, CITY, Wilsonville and Metro through the Basalt Creek Area planning process, recognized that major multimodal transportation investments have been identified that require significant multijurisdictional coordination and agreed to seek additional funding for the transportation infrastructure in the Basalt Creek Planning Area as needed; and

WHEREAS, the COUNTY and the CITY desire to amend the Urban Planning Area Agreement (UPAA) 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 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 Urban Reserve Planning Area;
3. Special policies regarding comprehensive planning and development in the Urban Planning Area, and concept planning in the Urban Reserve Planning Area; 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 Urban Reserve Planning Area mutually defined by the COUNTY and the CITY include the areas designated on the Washington County-Tualatin UPAA “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 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 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 the COUNTY or the 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 hearings 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 Urban Reserve 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 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 occurs first. 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 or electronic 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 and included 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

- I. 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 or electronic 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

- I. 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.
  3. Urban Reserve Planning Area - Planning Responsibility Undefined means those Urban Reserves that the CITY and at least one other city may have an interest in ultimately governing, but no final agreement has been reached. These areas are not considered part of the URPA for the purpose of this agreement.
- B. The CITY’s Urban Reserve Planning Area and Urban Reserve Planning Area – Planning Responsibility Undefined are identified on “Exhibit A” to this Agreement.
- C. The CITY shall be responsible for developing a concept plan in consultation with the COUNTY for the URPA in coordination 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 approved by the CITY and acknowledged by the COUNTY.
- 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, as described below. Inclusion in the Urban Planning Area 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 (FD-20) land use designation to the land.

IV. Comprehensive Planning and Development Policies for Urban Planning Areas

A. Definition

Urban 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 Urban Planning Area is designated on “Exhibit A.”

B. The CITY shall be responsible for comprehensive planning within the Urban Planning Area.

C. The CITY shall be responsible for the preparation, adoption and amendment of the public facility plan required by OAR 660-011 within the CITY’s Urban Planning Area in coordination with other service providers that provide urban services within this area.

D. 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 the Urban Planning Area. 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.

E. The COUNTY shall not approve land divisions within the unincorporated Urban Planning Area that are inconsistent with the provisions of the Future Development 10-Acre District (FD-10) or the Future Development 20-Acre District (FD-20), as applicable.

F. The COUNTY shall not approve a development proposal in the Urban 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 the CITY’s Comprehensive Plan in the future upon annexation to the CITY as indicated by the CITY Comprehensive Plan.

G. The COUNTY shall not oppose annexations to the CITY within the CITY’s Urban Planning Area.

H. The Tualatin Comprehensive Plan employs a one-map system wherein the Comprehensive Plan Map fulfills a dual role by serving as both the Plan Map and Zone Map, thus eliminating the need for a separate Zone Map. The CITY’s



Comprehensive Plan Map establishes future land use designations for unincorporated portions of the Urban Planning Area. Upon annexation of any property within the Urban Planning Area to the CITY, the Planning District or zone specified by the Tualatin Comprehensive Plan Map is automatically applied to the property on the effective date of the annexation (as authorized by ORS 215.130 (2) a).

If a property owner, contract purchaser, the authorized representative of a property owner or contract purchaser, or the CITY desire a Planning District or zone different from that shown on the Tualatin Comprehensive Plan Map, an application for a Plan Map Amendment may be filed with the CITY at the time of or following annexation.

- I. The CITY and the COUNTY will implement the applicable Urban Reserve concept plans and related agreements. The CITY will amend the CITY Comprehensive Plan to include this area consistent with the original 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, if needed. Until the CITY amends its Transportation System Plan (TSP) to include the land within the CITY's Urban Planning Area, the COUNTY's TSP will serve as the TSP for the Urban Planning Area.

V. Special Policies

- A. The CITY shall specify in its Comprehensive Plan that access to SW 124th Avenue and Basalt Creek Parkway shall be limited to the following locations: SW Tualatin-Sherwood Road, SW Tonquin Road, SW Grahams Ferry Road, SW Boones Ferry Road and one other location within the CITY portion of the Basalt Creek Planning Area.
- B. The CITY agrees to incorporate the planned local street network identified in the Basalt Creek Refinement Plan into the CITY's TSP and include all transportation projects on the COUNTY's Transportation Development Tax (TDT) Road Project List to be eligible for TDT funding.
- C. The CITY agrees to work with the COUNTY and other partners to secure funding for construction of Basalt Creek Parkway from SW Grahams Ferry to SW Boones Ferry Road and other transportation improvements identified on the Basalt Creek Transportation Refinement Plan to support development in the Basalt Creek Planning Area.

- D. Where the CITY Urban Planning Area boundary on “Exhibit A” is shown as SW 124th Avenue, SW Basalt Creek Parkway, SW Tonquin Rd. and/or SW Waldo Way, the boundary shall extend to the centerline of each road.

VI. 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 that 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 the COUNTY:
    - a. If inconsistencies noted by both parties cannot be resolved in the review process as outlined in Section VI. 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. The agency considering the proposed amendment shall give careful consideration to the study prior to making a final decision.
  - 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 any 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.
- VII. This Agreement shall become effective upon full execution by the CITY and the COUNTY and shall then repeal and replace the Washington County – Tualatin Urban Planning Area Agreement effective December 23, 2009. The effective date of this Agreement shall be the last date of signature on the signature page.

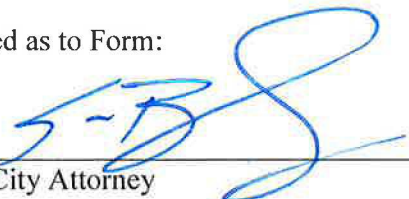
IN WITNESS WHEREOF the parties have executed this Urban Planning Area Agreement on the date set opposite their signatures.

CITY OF TUALATIN

By   
City Manager

Date 5/20/19

Approved as to Form:

By   
City Attorney

Date 5/20/2019

WASHINGTON COUNTY

By  Kathryn Harrington  
Chair, Board of Commissioners

Date 06/06/19

Approved as to Form:

By   
County Counsel

Date 6/4/19

By \_\_\_\_\_  
Recording Secretary

Date \_\_\_\_\_

APPROVED WASHINGTON COUNTY  
BOARD OF COMMISSIONERS

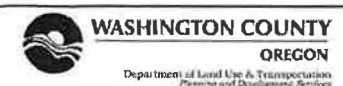
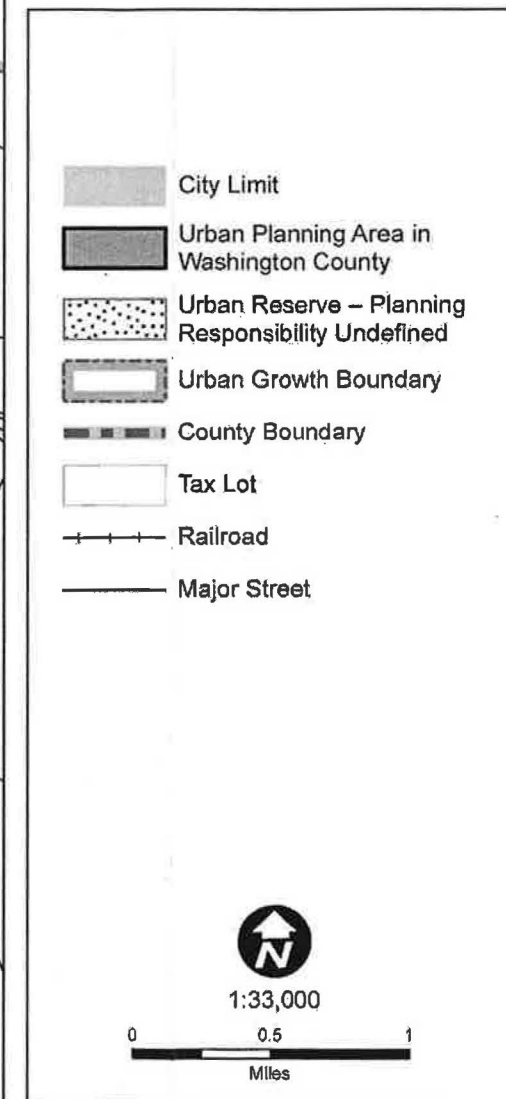
~~MINUTE ORDER #~~ RO 19-31

DATE 4-16-19

BY Barbara Hejtmanek  
CLERK OF THE BOARD



City of Tualatin  
 Urban Planning Area  
 Washington County - Tualatin  
 Urban Planning Area Agreement  
 Exhibit A



Date: 02/08/2019

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Agreement Amended by  
 Washington County Land Use Ordinance No. 849  
 Adopted April 16, 2019