



# MULTNOMAH COUNTY – CITY OF TROUTDALE

## URBAN PLANNING AREA AGREEMENT

This is an agreement between Multnomah County ("County"), a political subdivision of the State and the City of Troutdale ("City"), an Oregon municipal corporation, concerning the provision of planning services to certain unincorporated areas outside of the boundary of the City.

### RECITALS:

WHEREAS, the County and City enter into this agreement in order to satisfy statutory and regulatory requirements for coordination in the City's urban planning area; and

WHEREAS, ORS 190.010 enables units of local government to 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, the County has expertise in rural land use planning and the City has expertise in urban land use planning, and

WHEREAS, the successful coordination of land use decisions within the urbanizable area of the County can best be accomplished through the exchange of planning services to facilitate an efficient decision making process; and

WHEREAS, the exchanges of planning services should concentrate on issues and proposals which may have significant impacts on each party and should not entail cumbersome procedural requirements which may increase the time necessary to expedite decision making; and

WHEREAS, in order to achieve these objectives and insure a coordinated Comprehensive Plan, it is necessary to identify a site-specific urban planning area within which the County and the City may make land use policies and decisions, and a planning process by which land use issues in these areas may be resolved;

NOW, THEREFORE, the parties hereto agree as follows:

### AGREEMENT:

- I. **Transfer of Planning Functions: Metro Urban Growth Management Functional Plan.**
  - A. **Planning Responsibilities.** The County agrees to transfer responsibility for providing planning services for all County unincorporated areas within the City's Urban Planning Area boundary to the City as follows:
    1. The City will prepare for the County Board of Commissioners and Metro's consideration all applicable comprehensive plan and implementing ordinance work for the Urban Planning Area as

required by the Metro Urban Growth Management Functional Plan. On or before September 1, 1998 unless the Metro Council has granted an extension, the City shall transmit to Metro and the County Board of Commissioners the following:

- a) An evaluation of the County's plans, including public facility capacities and amendments necessary to comply with the Functional Plan;
  - b) Copies of all applicable comprehensive plans and implementing ordinances and public facility plans, as proposed to be amended to comply with the requirements of the Functional Plan; and,
  - c) Findings that explain how the amended city and county comprehensive plans will achieve the standards required in titles 1 through 6 of the Functional Plan.
2. For the purpose of satisfying Title 1 requirements of the Functional Plan, the City shall be responsible for meeting the County's "Table 1-Target Capacity for Housing and Employment Units" for areas within the City's Urban Planning Area. The City's Urban Planning Area boundary share of the County's Table 1 target will be determined in a separate agreement between City, County and Metro.
  3. The City will prepare all exceptions to the Functional Plan titles as deemed necessary by the City. In accordance with Title 8 of the functional plan, Section 2B, the Metro Council will make all final decisions for the grant of any requested exception.
  4. When the Metro Council determines that the City's comprehensive plan and implementing ordinances are in compliance with the Functional Plan, it is the intent of the parties that the County will transfer additional planning responsibility to the City for areas within the City's Urban Planning Area. After that time, the parties intend that the County will adopt and apply the City's comprehensive plan and implementing regulations to the unincorporated territory within the Urban Planning Area. Until that time, the County shall implement the County's comprehensive plan and zoning regulations using the County's procedures.

B. Implementation Responsibility. Following County adoption and application of the City comprehensive plan and implementing regulations to the unincorporated territory within the City's Urban Planning Area, the County and the City intend to transfer the responsibility for implementing and administering these policies to the City as soon as reasonably practical. This transfer of functions will be accomplished either through amendment of this Agreement or through separate agreement between the County and the City.

II. Urban Reserves. There are no urban reserves designated by Metro that are proximate to the City. If proximate urban reserves are designated in the future, the City and County will amend this Agreement to set out understandings about those urban reserves that are consistent with state and local law.

III. **Coordination of Land Use Actions.** Whenever the County initiates or a person requests or proposes that the County take a Land Use Action or Limited Land Use Action, as defined by ORS 197.015(10)(12), within the City's Urban Planning Area, the County shall follow this process:

- A. The City will be invited to attend any pre-application conference required by ordinance or requested by the applicant. If the City wishes to attend this conference, it shall be held at a mutually agreeable time if that time can be arranged within the limits of the applicable ordinance.
- B. The County will notify the City of any application for a Land Use Action or Limited Land Use Decision within the Urban Planning Area Boundary. The City shall be afforded an opportunity to review and comment on the application prior to the preparation of any staff report on the application.
- C. The County will mail to the City notice of any hearing on the application or the date of a staff decision on the application at least 7 days prior to the date of the public hearing or decision date.
- D. Comments submitted by the City will be given consideration as part of the public record on the proposed Action. If the City has concerns about the proposed Action, the City and County staffs shall meet in an effort to resolve these concerns.
- E. If a timely response is received from the City, or if the City otherwise participates in the decisional process, the City shall have standing as a party to appeal decisions. As used herein, "timely response" means a response by the City to notice of a pending application within ten working days after receipt of the notice.

IV. **Coordination of City Actions.** The City shall provide notification to the County and the public of any proposed annexations, capital improvement plans, or major extra-territorial service extensions into the County. The City shall provide a reasonable response time and include any responses within the record of the action.

V. **Resolution of Issues.** The County and the City will extend good faith efforts to reconcile any differences, which may emerge under this agreement. Where any differences involve compliance with Oregon Revised Statutes, the LCDC's Statewide Planning Goals, Oregon Administrative Rules or relevant Metro policies, the City and County will seek resolution of said differences through the appropriate agency.

VI. **Applicability.** The provisions of this agreement apply to those unincorporated lands described on the Urban Planning Area map (Exhibit "A") and to areas included as part of any subsequent map amendment to Exhibit "A".

VII. **Definitions.**

- A. **Functional Plan.** The "Urban Growth Management Functional Plan" adopted by Metro Ordinance No. 96-647C.
- B. **Incorporated Area.** The area(s) within an incorporated boundaries of the City.
- C. **Metro.** The unit of local government organized under Chapter 268 of the Oregon

Revised Statutes and its Charter as "Metro".

- D. Unincorporated Area. Areas situated outside incorporated City boundaries (and within the Urban Planning Area).
- E. Urban Planning Area. The Unincorporated Area designated on the Urban Planning Area Map attached as Exhibit "A" to this Agreement.
- F. Urban Reserve Area. Lands outside of an urban growth boundary identified as highest priority for inclusion in the urban growth boundary when additional urbanizable land is needed in accordance with the requirements of Goal 14.

The terms of this agreement shall be effective as of June 11, 1998, and may be amended only upon written consent of the parties.

Paul J. Hofer 3-2-98  
Mayor, City of Troutdale Date

Willy Stein June 11, 1998  
Chair, Multnomah County Date

Approved as to Form:

Approved as to Form:

THOMAS SPONSLER  
County Counsel for  
Multnomah County, Oregon

TIMOTHY J. SERCOMBE  
City Attorney for  
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