

RESOLUTION NO. 2085

A RESOLUTION OF THE CITY OF WILSONVILLE, OREGON, CONFIRMING ENTRY INTO PLANNING AGREEMENTS RESPECTING THE COFFEE CREEK I MASTER PLAN AREA

WHEREAS, on October 16, 2007, the city enacted Ordinance No. 637, which adopts the Coffee Creek I Master Plan as a sub-element of the city's comprehensive plan. Prior to passage, and consistent with Statewide Goal 2, the city consulted and coordinated with governments in the region that may be affected by adoption of the master plan. Washington County, a governing body with a mutual comprehensive planning interest in the area, raised a concern that adoption of the master plan would not conform to the Washington County-Wilsonville Urban Planning Area Agreement (UPAA), in that the master plan could conflict with on-going efforts to plan a I-5/Hwy. 99W Connector Project; and

WHEREAS, following a lengthy process of fact finding, position analysis, and consultation with Metro, the cities of Sherwood and Tualatin and other regional governments, Wilsonville and Washington County determined that adoption of the Coffee Creek I Master Plan could proceed if the UPAA was amended to allow city planning authority in the master plan area upon entry into a Memorandum of Understanding (MOU) providing assurances as were necessary and consistent to preserve the I-5/Hwy. 99W connector alternatives selected for the Project; and

WHEREAS, city and county staffs developed draft UPAA amendments and a draft MOU that 1) expanded the planning jurisdiction of Wilsonville for the master plan area and 2) specified conditions for future enactments and development in the plan area that would not foreclose construction of the connector ultimately incorporated into the Regional Transportation System Plan adopted by Metro; and

WHEREAS, upon acceptance of the forms of these draft agreements, Washington County acted to amend the UPAA and approve the MOU. The city proceeded to adopt the Coffee Creek Master Plan subject to conforming agreements; and


WHEREAS, the UPAA and MOU, as executed by county officials and attached as Exhibits A and B, respectively, are now before the city council for formal action; and

WHEREAS, it appearing that entry into the MOU and execution of the amended UPAA is, as the findings attending Ordinance 637 demonstrate, in the public interest and consistent with applicable land use law,

NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:


1. That based upon the foregoing recitals and findings for Ordinance 637, the Washington County – Wilsonville Urban Planning Area Agreement, attached as Exhibit A, and the Memorandum of Understanding Between Washington County and the City of Wilsonville, attached as Exhibit B, are hereby approved, and the Mayor is hereby authorized to execute same.
2. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 3rd day of December, 2007 and filed with the Wilsonville City Recorder this date.



ALAN KIRK, CITY COUNCIL PRESIDENT

ATTEST:



Sandra C. King, CMC, City Recorder

SUMMARY OF VOTES:

Mayor Lehan - Excused

Councilor Kirk - Yes

Councilor Ripple - Yes

Councilor Knapp - Yes

Councilor Núñez - Yes

Attachments:

Exhibit A- Washington County – Wilsonville Urban Planning Area Agreement

Exhibit B – Memorandum of Understanding between Washington County and the City of Wilsonville

**Washington County – Wilsonville
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 WILSONVILLE, 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 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; and
3. 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 includes the area designated on Exhibit "A" to this Agreement.

In addition, the CITY and the COUNTY have identified a coordination area in which development may cause an impact on the CITY. This area, defined as that portion of the Willamette River Drainage Basin located in the COUNTY, is identified on Exhibit "A" as the Wilsonville Drainage Area. Comprehensive planning and

development shall be coordinated in this area the same manner as in the Urban Planning Area.

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, partitions 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. Special Policies

- A. Annexations to the CITY of land outside of the Urban Growth Boundary and the Urban Planning Area will not be supported by the COUNTY or CITY.
- B. The CITY shall be responsible for the preparation, adoption and amendment of the Public Facility Plan required by OAR 660-11 within the Urban Planning Area.
- C. For the area outside of the city limits and within the Urban Planning Area, delegation of the planning authority to the CITY is contingent upon selection of a preferred alternative for the I-5/Hwy. 99W connector by the I-5/Hwy. 99W Connector Project Steering Committee. The COUNTY and the CITY may agree through a Memorandum of Understanding to delegate planning

authority to the CITY for this area prior to selection of the preferred alternative provided any proposed comprehensive plan amendment includes the maximum road right of way reservations or such other assurances as are necessary and consistent for preserving the I-5/Hwy. 99W connector alternatives selected by the Project Steering Committee.

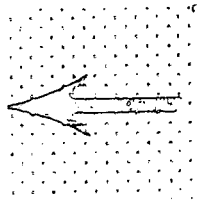
- D. As required by OAR 660-11-010 the CITY is identified as the appropriate provider of local water, sanitary sewer, storm sewer and transportation facilities within the urban planning area. Exceptions include facilities provided by other service providers subject to the terms of any intergovernmental 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.

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 30 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 draw 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 any 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.
- V. This Agreement shall become effective upon full execution by the COUNTY and the CITY and shall then repeal and replace the Washington County – Wilsonville Urban Planning Area Agreement dated November 24, 1988. 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 WILSONVILLE

By _____ Date _____
Charlotte Lehan, Mayor

WASHINGTON COUNTY

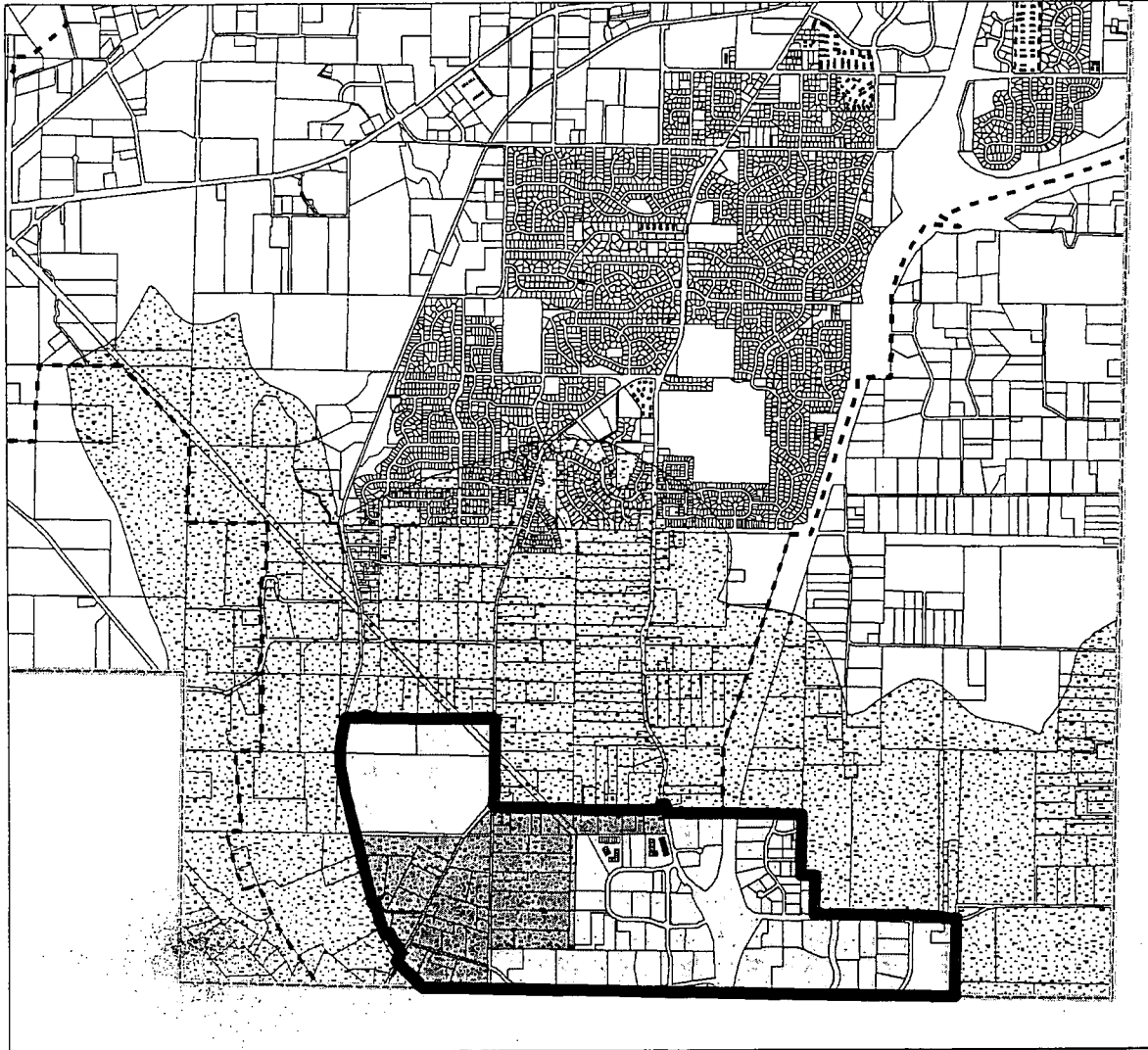
By Tom Buan _____ Date _____
Chairman
Board of County Commissioners

By Barbara Hejtmanek _____ Date _____
Recording Secretary







APPROVED WASHINGTON COUNTY
BOARD OF COMMISSIONERS
MINUTE ORDER# 07-390
DATE 11-27-07

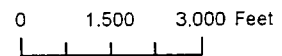
Exhibit A

City of Wilsonville Urban Planning Area



Legend

- | | |
|---|---|
|  Wilsonville Urban Planning Area |  Urban Growth Boundary |
|  Willamette River Drainage Basin |  County Boundary |
|  Coffee Creek Master Plan Area |  City of Wilsonville |



MEMORANDUM OF UNDERSTANDING
BETWEEN WASHINGTON COUNTY AND THE CITY OF WILSONVILLE

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into between WASHINGTON COUNTY, a political subdivision in the State of Oregon, hereinafter referred to as the "COUNTY", and the CITY OF WILSONVILLE, an incorporated municipality of the State of Oregon, hereinafter referred to as the "CITY".

WHEREAS, the CITY, COUNTY, Metro and other governmental bodies entered into a Partnering Agreement on October 17, 2005 identifying the missions and expectations of the I-5 to 99W Connector Project Steering Committee (PSC);

WHEREAS, the primary role of the PSC is to pursue funding of the I-5 to 99W Connector Project and explore whether a single project can adequately meet the needs of the local communities and regional transportation needs;

WHEREAS, the PSC identified alternative locations for the I-5 to 99W Connector Project as provided in Exhibit 1;

WHEREAS, the CITY has been actively developing a master plan for property that is identified as Exhibit 2 to this MOU (referred to herein as Coffee Creek I)

WHEREAS, the COUNTY and CITY have entered into an Urban Planning Area Agreement (UPAA) that conditionally delegates planning authority from the COUNTY to the CITY in the Coffee Creek I area;

WHEREAS, based on concerns the COUNTY expressed with regard to impacts from planning and development in the Coffee Creek I area on the I-5 to 99W Connector Project, the UPAA requires selection of the final preferred alternative as a condition precedent to delegating planning authority;

WHEREAS, the CITY expressed a desire to move forward with adopting comprehensive plan amendments for the Coffee Creek I area prior to selection of the final preferred alternative for the I-5 to 99W Connector Project;

WHEREAS, the UPAA also allows delegation of planning authority to the CITY in the Coffee Creek I area prior to selection of the final preferred alternative for the I-5 to 99W Connector Project if the CITY provides road right-of-way reservations or such other assurances to preserve right of way for the I-5 to 99W Connector Project; and

WHEREAS, the COUNTY and the CITY desire to enter into a MOU consistent with the authority provided for in Section III(C) of the UPAA to delegate planning authority prior to selection of the final preferred alternative for the I-5 to 99W Connector Project.

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

1. Location. The area affected by this MOU is the Coffee Creek I area as provided in Exhibit "2" hereto and consistent with the UPAA.

2. Connector Alternatives. The Project Steering Committee selected alternatives for the I-5 to 99W Connector Project as provided in Exhibit "1" (referred to herein as "selected alternatives").

3. Assurances. Consistent with Section III(C) of the UPAA, the COUNTY and the CITY agree to the following assurances to preserve the right-of-way for the selected alternatives:

A. the CITY shall provide a condition in the adopting ordinance that the comprehensive plan amendments for the Coffee Creek I area are effective upon annexation of the property to the city;

B. the CITY shall provide a condition in the adopting ordinance or include in the text of the comprehensive plan amendments for the Coffee Creek I area that the CITY will adopt amendments to the CITY'S Transportation System Plan and such other regulations as are necessary for and consistent with any amendments to the Regional Transportation System Plan adopted by Metro for the I-5 to 99W Connector Project;

C. the CITY shall require a waiver of any rights under Measure 37 and Measure 49 as part of any development agreement entered into as a condition to annexing to the City for any land use restrictions imposed as a result of amendments adopted under this Section to the extent permitted by law; and

D. the CITY shall reserve sufficient right-of-way and setbacks to accommodate the future widening of Day Road to a five-lane arterial standard (based on CITY'S arterial standards) if necessary for and consistent with the I-5 to 99W Connector Project selected by the Project Steering Committee as a part of any future jointly planned (with Tualatin) comprehensive plan amendments for or master planning of the area adjacent to and north of the Coffee Creek I area.

4. Intent. It is the intent of the CITY and the COUNTY that the assurances provided in #3 above satisfy the conditions precedent to delegating planning authority to the CITY consistent with Section III(C) of the UPAA. It is further agreed to by both the CITY and the COUNTY that this MOU is not intended in any way to obligate the CITY to fund in whole or in part any such improvements as may be required to implement the assurances discussed herein.

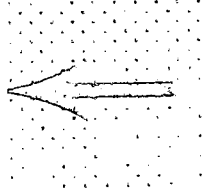
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5. Term. This MOU shall become effective upon full execution by the COUNTY and the CITY. The effective date of this MOU shall be the last date of signature on the signature pages.

IN WITNESS WHEREOF the parties have executed this Memorandum of Understanding on the date set opposite their signatures.

CITY OF WILSONVILLE



Mayor Charlotte Lehan

Date: _____

Approved as to form:

Attorney

WASHINGTON COUNTY

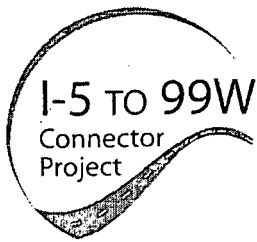
Tom Brian
Chair Tom Brian

Date: _____

Approved as to form:

[Signature]
Attorney

APPROVED WASHINGTON COUNTY
BOARD OF COMMISSIONERS
MINUTE ORDER # 01-390
DATE 11-27-07
BY Barbara Hejmanek
CLERK OF THE BOARD



Alternatives to be Studied

Fall 2007 / Winter 2008

The purpose of this project is to address the problem of inadequate transportation facilities in the outer southwest quadrant of the Portland metropolitan area to serve the growing demand for regional and intrastate travel access to the area's federal and state highways (I-5 and 99W), while considering the need for local arterial access to the state highway system.

The I-5 to 99W Connector project is being developed as a two-phase process. Phase 1 is currently under way and will identify a transportation solution concept and location. This phase will result in an amendment to the Metro Regional Transportation Plan (RTP). Phase 2 would include a draft and final environmental impact statement (EIS) if one of the proposed connector options is included in the RTP.

❖ Alternatives

A no-build alternative and five build alternatives are being comparatively evaluated at a planning-level of detail.

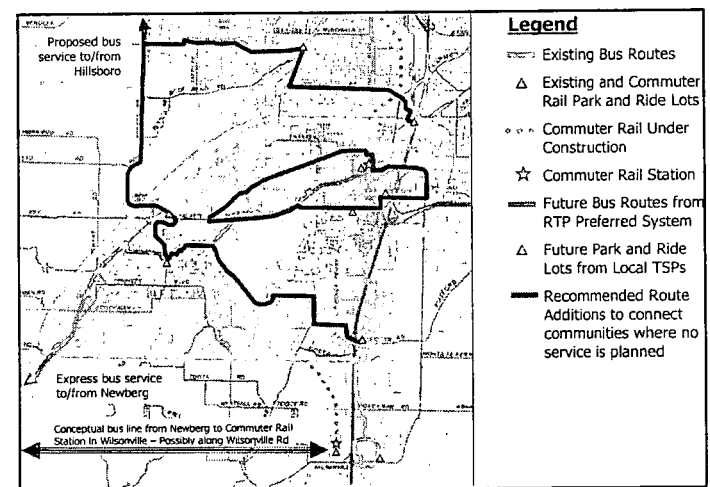
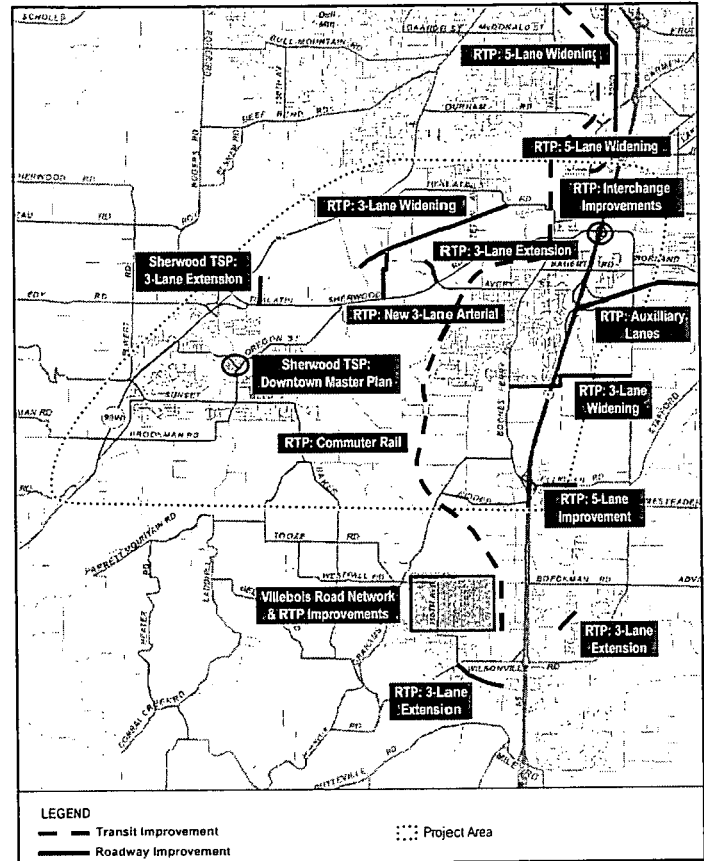
❖ Alternative 1: No-Build

The National Environmental Policy Act (NEPA), Oregon Department of Transportation (ODOT), and Federal Highway Administration (FHWA) guidelines require that a no-build option be evaluated. The No-Build Alternative would maintain the existing roadways except for committed improvements.

❖ Alternative 2: Transportation Demand Management (TDM) / Transportation System Management (TSM)

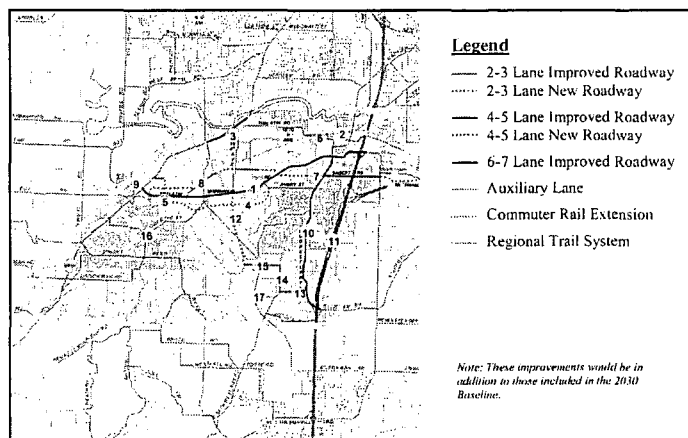
Alternative 2 includes the following categories of improvements to the existing transportation system:

- Parking supply management
- Transit pass subsidies
- Enhanced transit service
- Park-and-ride facilities
- Bicycle and pedestrian facilities
- Carpool/vanpool/rideshare programs, and telecommuting/flex-time.



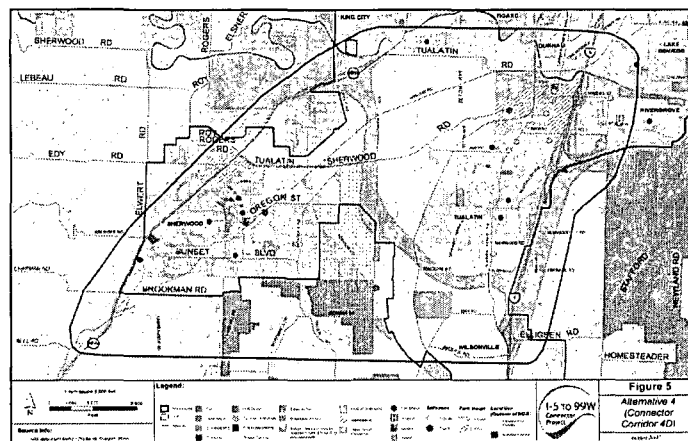
❖ **Alternative 3: Enhance Existing System Alternative (EESA)**

Unlike the TDM/TSM Alternative, the EESA Alternative proposes significant multi-modal capacity and operational improvements to the existing transportation network, largely within the project study area. The EESA Alternative includes all improvements in the TDM/TSM Alternative.



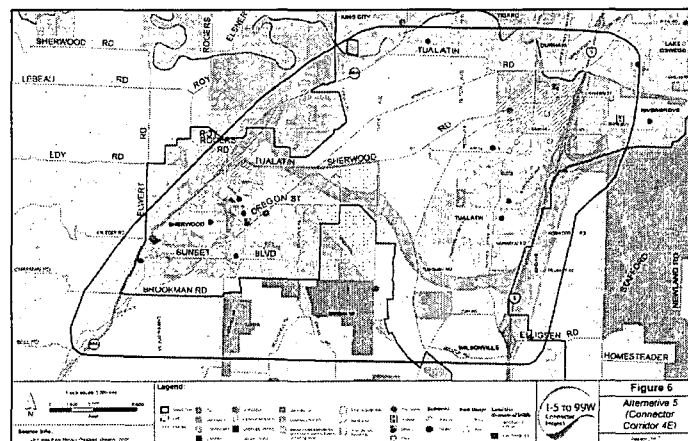
❖ **Alternative 4: Connector Corridor 4D**

Alternative 4 is a proposed new, limited access highway connection between 99W and I-5 with a midpoint access for an extended 124th Avenue. Portions 99W, 124th Avenue, and Tualatin-Sherwood Road would also be improved as a part of this alternative. In addition, a collector/distributor system along I-5 would be included to accommodate a new interstate access.



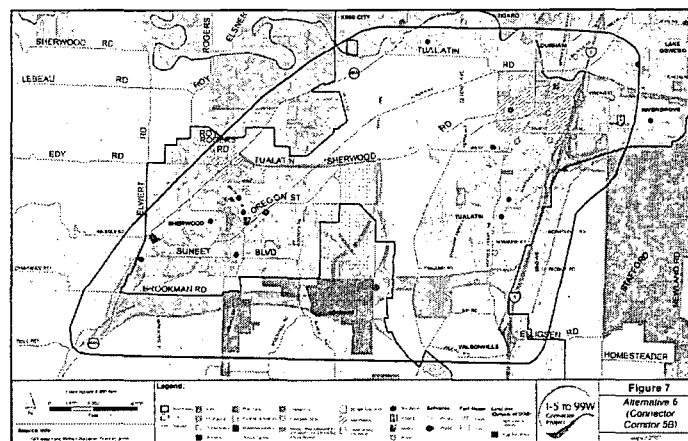
❖ **Alternative 5: Connector Corridor 4E**

Alternative 5 is similar to Alternative 4 except the connection to 99W is moved closer to the Sherwood Town Center. Both Alternatives 4 and 5 are located largely within the existing urban growth boundary (UGB) and would not require an Oregon Land Use Goal 14 Exception.

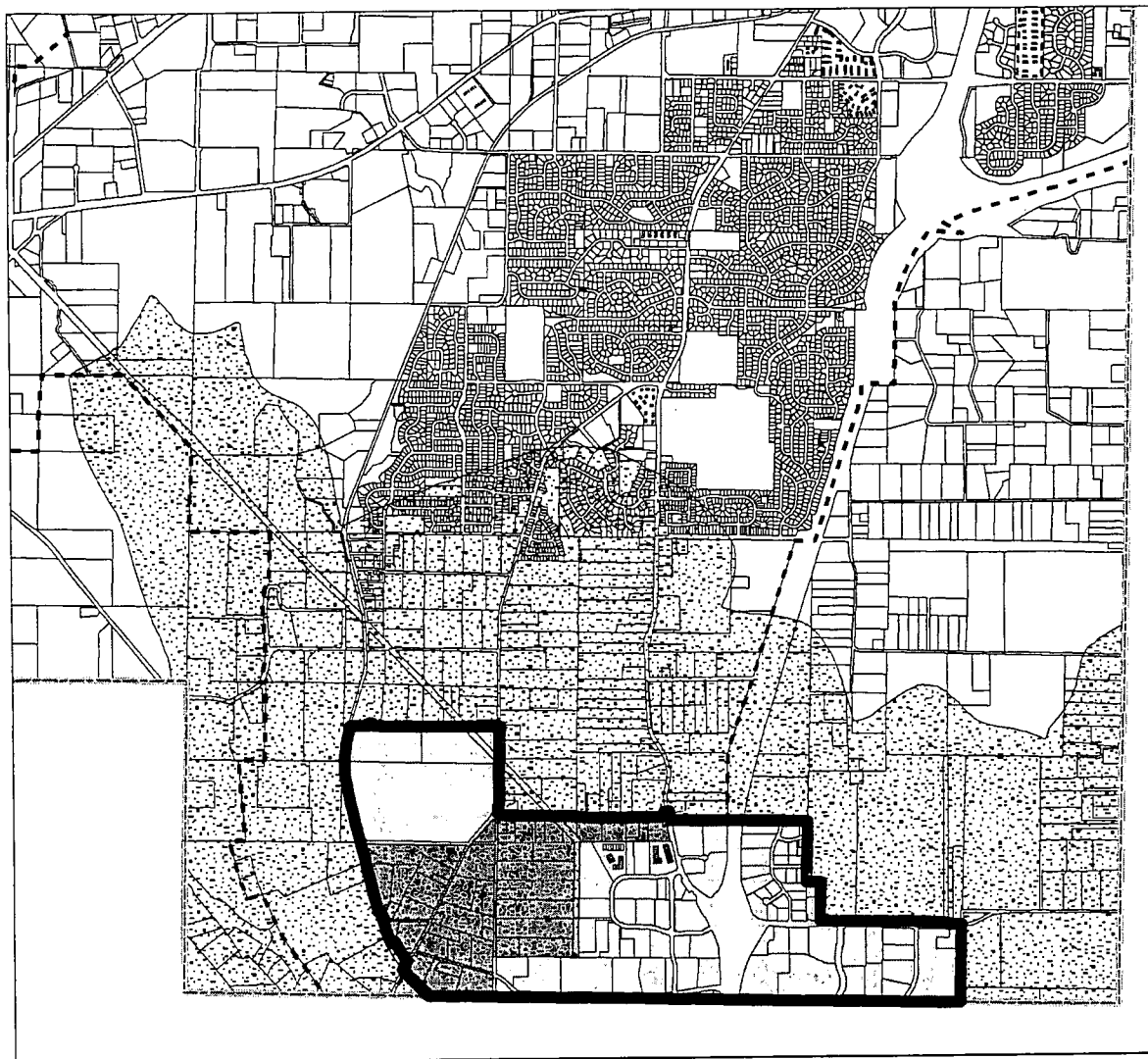


❖ **Alternative 6: Connector Corridor 5B**







Alternative 6 is also a new limited access highway connection between 99W and I-5 but a significant portion of it extends outside the UGB. As in alternatives 4 and 5, improvements to Highway 99W, 124th Avenue, and Tualatin-Sherwood Road would be included in this alternative.



MEMORANDUM OF UNDERSTANDING
BETWEEN WASHINGTON COUNTY AND
THE CITY OF WILSONVILLE



Legend

- | | | | |
|---|---------------------------------|---|-----------------------|
|  | Wilsonville Urban Planning Area |  | Urban Growth Boundary |
|  | Willamette River Drainage Basin |  | County Boundary |
|  | Coffee Creek Master Plan Area |  | City of Wilsonville |



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