

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF COORDINATING ) Ordinance No. 18-1424  
COMPREHENSIVE PLANS REGARDING )  
THE URBAN SERVICE BOUNDARY ) Introduced by Chief Operating Officer  
BETWEEN THE CITIES OF PORTLAND ) Martha Bennett in concurrence with  
AND BEAVERTON ) Council President Tom Hughes  
)

WHEREAS, under ORS 195.025(1) Metro is assigned responsibility for coordinating land use planning activities within its jurisdiction to assure integrated local comprehensive plans throughout the entire Metro region; and

WHEREAS, in 1997 the Metro Council adopted Ordinance No. 96-665C, which reflected a settlement agreement between the City of Portland, the City of Beaverton and Washington County regarding the provision of urban services to unincorporated areas of Washington County; and

WHEREAS, Metro Ordinance No. 96-665C adopted an urban service boundary map establishing the ultimate boundary of each city for future annexations, and directed the two cities and the county to amend their comprehensive plans to be consistent with that map; and

WHEREAS, in the last 20 years conditions have changed and the two cities have determined that several areas that were previously designated to be served by one city can be more efficiently served by the other; and

WHEREAS, on June 29, 2017 the two cities and Metro entered into an Intergovernmental Agreement (IGA) that revised the 1997 urban service boundary map and transferred responsibility for providing urban services to certain areas from one city to the other; and

WHEREAS, in the IGA the cities agreed to adopt amendments to their comprehensive plan maps consistent with the revised urban service boundary, and Metro agreed to formally recognize that the revised comprehensive plan maps are coordinated and to assign planning authority to each city consistent with the revised boundary; and

WHEREAS, on June 15, 2016 the City of Portland adopted Ordinance No. 187832 and on May 1, 2018 the City of Beaverton adopted Ordinance No. 4730 amending their comprehensive plans as required by the IGA; now therefore

THE METRO COUNCIL ORDAINS AS FOLLOWS:


1. Metro recognizes that the cities have fulfilled their obligations under the IGA, which is attached as Exhibit A to this ordinance, and that the cities' comprehensive plan maps are "coordinated" within the meaning of ORS 268.380, ORS 195.025 and Statewide Planning Goal 2.

2. Comprehensive land use planning authority for the urban service areas depicted on Exhibits D, E and F of the IGA are assigned to the City of Beaverton.
3. Comprehensive land use planning authority for the urban service areas depicted on Exhibits G and H of the IGA are assigned to the City of Portland.

ADOPTED by the Metro Council this 26 day of July 2018.

  
\_\_\_\_\_  
Tom Hughes, Council President

Attest:

  
\_\_\_\_\_  
Sara Farrokhzadian, Recording Secretary

Approved as to Form:

  
\_\_\_\_\_  
Nathan A. S. Sykes, Deputy Metro Attorney

## **INTERGOVERNMENTAL AGREEMENT**

between

**City of Beaverton, Oregon**

**City of Portland, Oregon**

and

**Metro**

### **PURPOSE**

The purpose of this interagency agreement is to coordinate the orderly provision of future urban services to unincorporated areas between the Cities of Beaverton and Portland through recognition of an urban services boundary by Metro.

### **RECITALS**

WHEREAS: The Cities and Metro are authorized under the provisions of ORS 190.003 to 190.030 to enter into intergovernmental agreements for the performance of any or all functions that a party to the agreement has authority to perform. This Agreement is made pursuant to the authority granted by ORS Chapter 190;

WHEREAS: The Cities have authority to adopt, amend, update and revise coordinated comprehensive plans pursuant to ORS 197.175;

WHEREAS: Metro has authority to coordinate city comprehensive plans pursuant to ORS 268.385 and ORS 195.025;

WHEREAS: Both Cities desire a corrected, updated, and mutually adopted urban service boundary recognized and coordinated by Metro.

NOW, THEREFORE, THE CITY OF BEAVERTON, OREGON, THE CITY OF PORTLAND, OREGON AND METRO AGREE AS FOLLOWS:

## **DEFINITIONS**

For the purpose of this this interagency agreement the following terms have these meanings:

“Cities” means the City of Beaverton, Oregon and the City of Portland, Oregon.

“Initiate withdrawal of territory proceedings” means that city planning staff will submit for the city governing body’s consideration a resolution for withdrawal of territory consideration consistent with state law.

“Metro” means the metropolitan service district organized under ORS chapter 268 that is within the boundaries of Clackamas, Multnomah, and Washington counties.

“Parties” means the Cities and Metro.

“Urban Services” means:

1. Sanitary sewers,
2. Stormwater drainage,
3. Water,
4. Fire and police protection,
5. Parks,
6. Open space,
7. Recreation,
8. Streets and roads, and
9. Mass transit.

“Urban Services Area” means the areas depicted in Exhibits B and C of this agreement.

“Urban Services Boundary” means the line between the Cities as depicted in Exhibit A of this interagency agreement.

“Urban Services Provider” means any city, county or special district that provides an urban service.

## **AGREEMENTS**

### **I. Urban Services Boundary and Areas**

Within one year of the effective date of this interagency agreement:

- A. The Cities will consider adoption of ordinances amending the Urban Services Boundary to conform to the proposed Urban Services Boundary depicted in Exhibit A of this Agreement. The Cities will attempt to coordinate adoption of these ordinances to ensure close to contemporaneous effective dates. The Cities, upon amendment of the Urban Services Boundary Area, will incorporate the boundary amendments into their Comprehensive Plan Maps.
- B. After the Cities have adopted amendments described in section I.A of this Agreement, Metro will consider adoption of an ordinance:
  - 1. Recognizing the Cities' Comprehensive Plan Maps are "coordinated" within the meaning of ORS 268.380, ORS 195.025 and Statewide Planning Goal 2;
  - 2. Assigning comprehensive planning authority for the Urban Services Areas to be withdrawn from Portland's USB as depicted in Exhibits D, E and F of this agreement to the City of Beaverton; and
  - 3. Assigning comprehensive planning authority for the Urban Services Areas to be added to Portland's USB as depicted in Exhibits G and H of this agreement to the City of Portland.
- C. Metro will also publish and distribute the Urban Services Boundary and Urban Services Area as part of its Regional Land Use Information System.

### **II. Annexation**

- A. The City of Beaverton will not annex territory within the City of Portland's Urban Services Area, which is depicted, in part, in Exhibit C of this interagency agreement.
- B. The City of Portland will not annex territory within the City of Beaverton's Urban Services Area, which is depicted only potentially in Exhibit B of this interagency agreement.
- C. Except for annexations by the City of Portland or annexations specifically provided by an intergovernmental agreement between the City of Portland and a separate service provider, the City of Portland authorizes Metro to not process, record, map or make effective any annexation within the City of Portland's Urban Services Area.

### **III. Withdrawal of Territory**

- A. The City of Portland will, upon request of the City of Beaverton, initiate withdrawal of territory proceedings for properties depicted in Exhibit D, E and F for the purpose of allowing annexation to the City of Beaverton and, contemporaneously, annexations by affected special districts.

- B. Any action to withdraw properties depicted in Exhibit D, E and F from the City of Portland is contingent upon contemporaneous annexation proceedings for the same properties by the City of Beaverton. The effective date of annexation by the City of Beaverton must be the same as the effective date of withdrawal of territory by the City of Portland.
- C. The Cities authorize Metro to not process, record, map or make effective any withdrawal of territory that results in the creation of new unincorporated territory.

IV. City Urban Services

Unless authorized by an existing intergovernmental agreement or by an amendment to this Agreement, after the City of Portland and the City of Beaverton amend their Urban Services Boundary Areas consistent with Section I of this Agreement:

- A. The City of Portland will not provide new or upgraded urban services within the City of Beaverton or within Beaverton’s Urban Services Area.
- B. The City of Beaverton will not provide new or upgraded urban services within the City of Portland or within Portland’s Urban Services Area.

V. Other Urban Services

Unless first authorized by an amendment to this interagency agreement, or by an interagency agreement between the City of Portland and a separate service provider, Metro will not process, record, map or make effective:

- A. Formation of any new urban services provider district within Portland’s Urban Services area, or
- B. Expansion of the boundaries of any existing urban services provider within Portland’s Urban Services area.

VI. Further Obligations

Nothing in this agreement obligates the Cities to annex territory or withdraw territory from the boundaries of any district that provides urban services. This agreement does, however, establish that the Cities are “appropriate parties,” within the meaning of ORS 195.020 (3) to enter into future coordination agreements with urban services providers pursuant to ORS 195.020 (4) and 195.065.

VII. Costs and Compensation

Each Party assumes its own costs of carrying out this interagency agreement. No payments will be made by one Party to another Party.

VIII. Maintenance of Records

- A. The Cities will each maintain a copy of the Urban Services Boundary map as a public record under a permanent retention schedule, and will maintain an electronic version of the boundary as geospatial data in formats acceptable to Metro and the Oregon Department of Land Conservation and Development.
- B. Metro will maintain the Urban Services Area map and the Urban Services Area maps as public records under a permanent retention schedule, and will maintain an electronic version of these areas as geospatial data in formats acceptable to the Cities and the Oregon Department of Land Conservation and Development.

IX. Term of this Agreement

This Agreement shall remain in effect until terminated as follows.

This agreement may be terminated:

- A. By mutual written agreement of all parties; or
- B. Upon 90 days written notice by one party to the other two parties.

X. Amendment of this Agreement

This agreement may be amended at any time by agreement of all Parties. No amendment will become effective until it is reduced to writing and signed by all Parties.

XI. Indemnification

Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, the City of Portland agrees to indemnify, hold harmless and defend the City of Beaverton and Metro, their officers, employees and agents from and against all claims, suits, actions, of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney fees, resulting from or arising out of the acts of the City of Portland or its officers, employees or agents under this Agreement.

Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, the City of Beaverton agrees to indemnify, hold harmless and defend the City of Portland and Metro, their officers, employees and agents from and against all claims, suits, actions, of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney fees, resulting from or arising out of the acts of the City of Beaverton or its officers, employees or agents under this Agreement.

Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, Metro agrees to indemnify, hold harmless and defend the City of Beaverton and the City of Portland, their officers, employees and agents from and against all claims, suits,

actions, of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney fees, resulting from or arising out of the acts of Metro or its officers, employees or agents under this Agreement.

XII. Conflict Resolution

In the case of a dispute under this Agreement, the planning directors of the parties shall attempt to resolve the dispute informally. If a dispute between the Cities cannot be resolved through this process, the Cities agree to submit any dispute to Metro for assistance in resolving the dispute.

XIII. Status of Earlier Maps

The maps in this interagency agreement supersede the maps in Metro Ordinance 96-665C. Metro will amend the map attached to Ordinance 96-665C to conform to this agreement, and will repeal language concerning policies to be added to comprehensive plans.

XIV. Compliance with Laws

Each party shall comply with all applicable federal, state and local laws and regulations in connection with activities under this Agreement.

XV. Effective Date

The effective date of this interagency agreement is the date of the last of the three signatures on the attached signature page.

XVI. Entire Agreement

This Agreement and its Exhibits are the entire agreement among the parties with regard to the subject matter herein. There is no other oral or written agreement among the parties with regard to this subject matter.



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

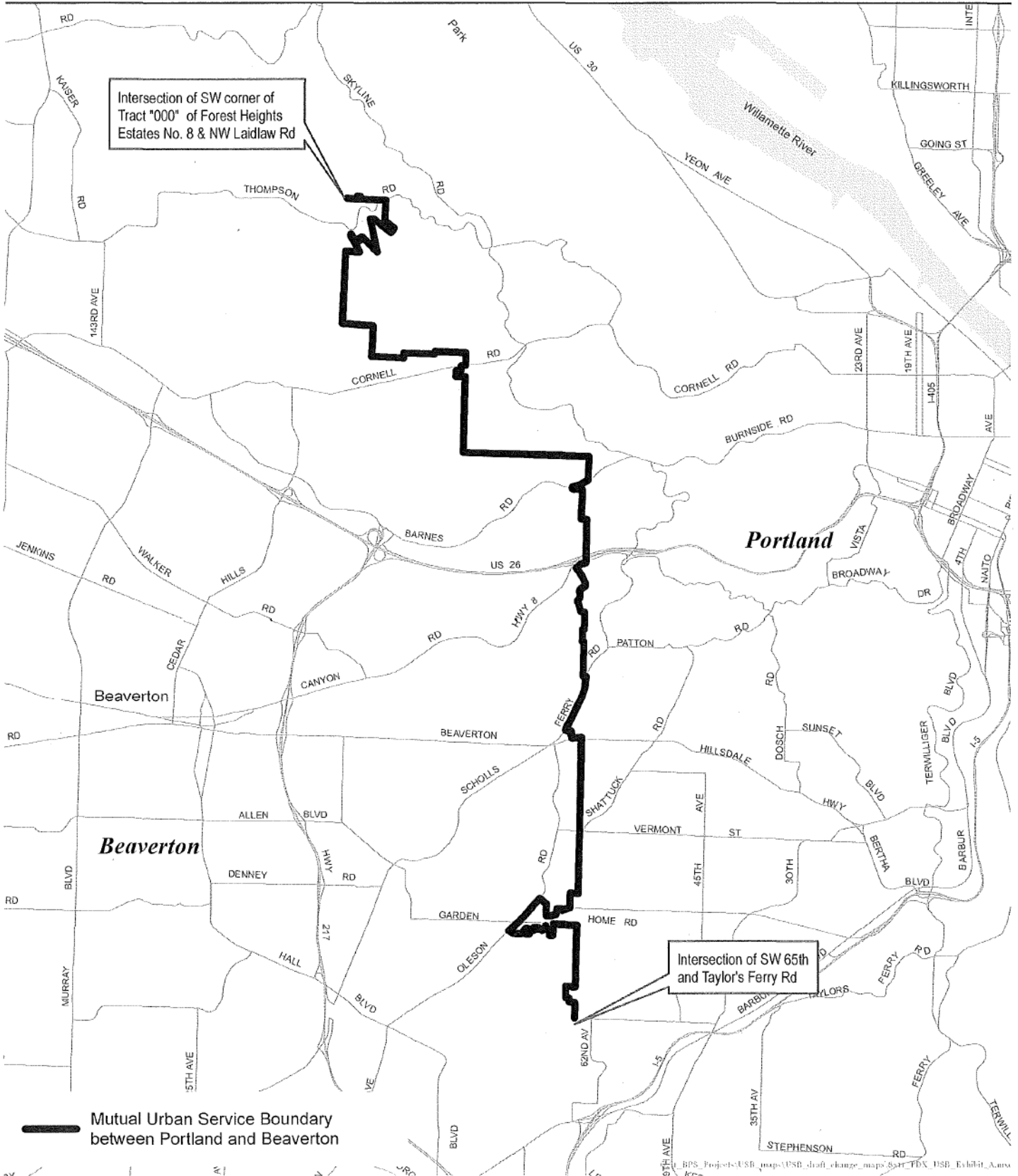
For the City of Beaverton	For the City of Portland	For Metro
 _____ Mayor Date: <u>5/31/17</u>	 _____ Mayor Date: <u>6/15/17</u>	 _____ Chief Operating Officer Date: <u>6/29/17</u>
Approved as to form:  _____ City Attorney	Approved as to form:  _____ City Attorney	Approved as to form:  _____ Metro Attorney

Effective Date: June 29, 2017

Exhibits A through H are attached and made a part of this agreement.

# Exhibit A

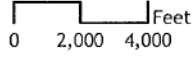
# Portland Urban Service Boundary



**—** Mutual Urban Service Boundary between Portland and Beaverton

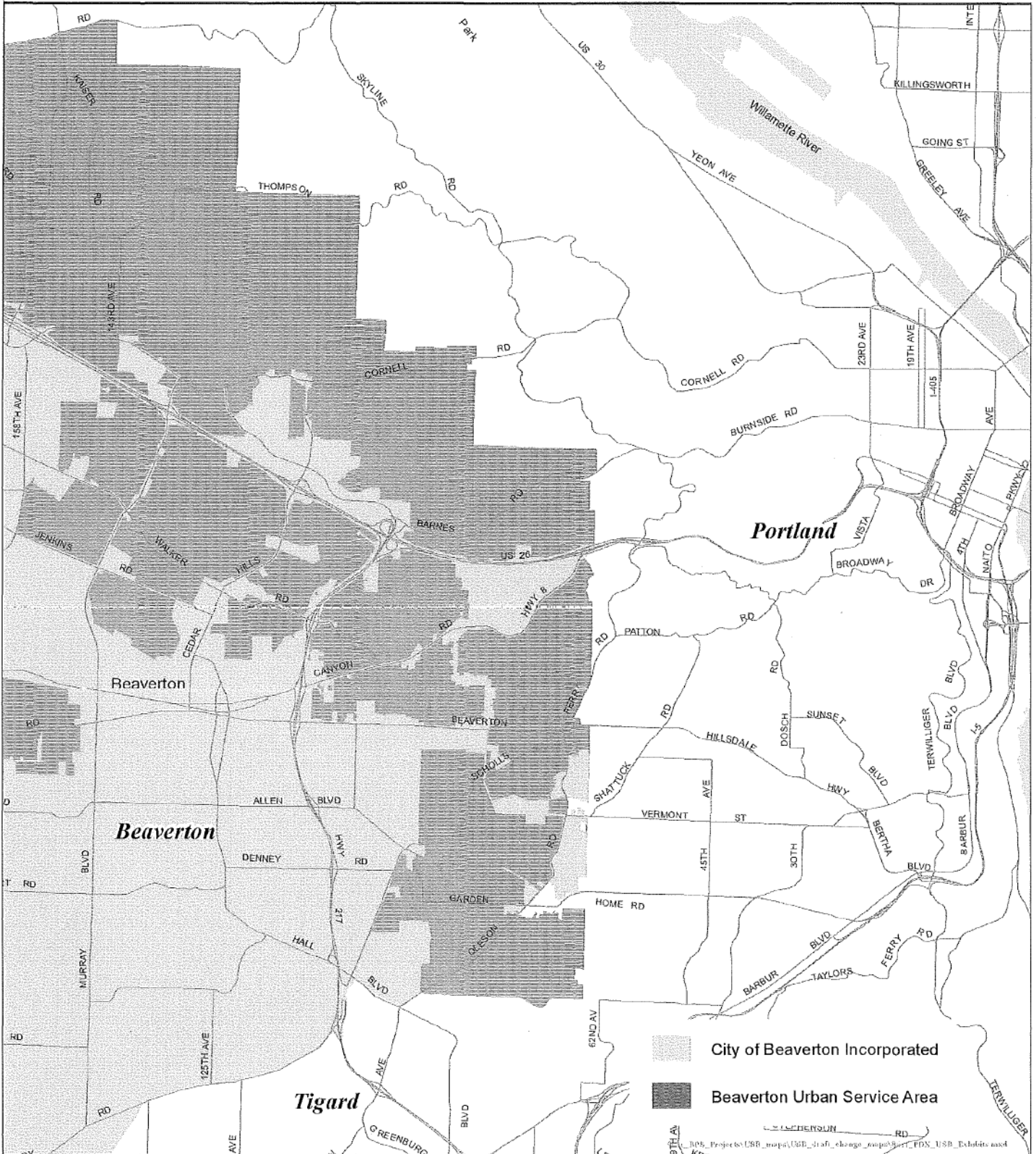
March 4, 2015

City of Portland, Oregon  
Bureau of Planning & Sustainability  
Geographic Information System



# Exhibit B

# Beaverton Incorporated & Urban Service Area



March 3, 2015

City of Portland, Oregon  
 Bureau of Planning & Sustainability  
 Geographic Information System

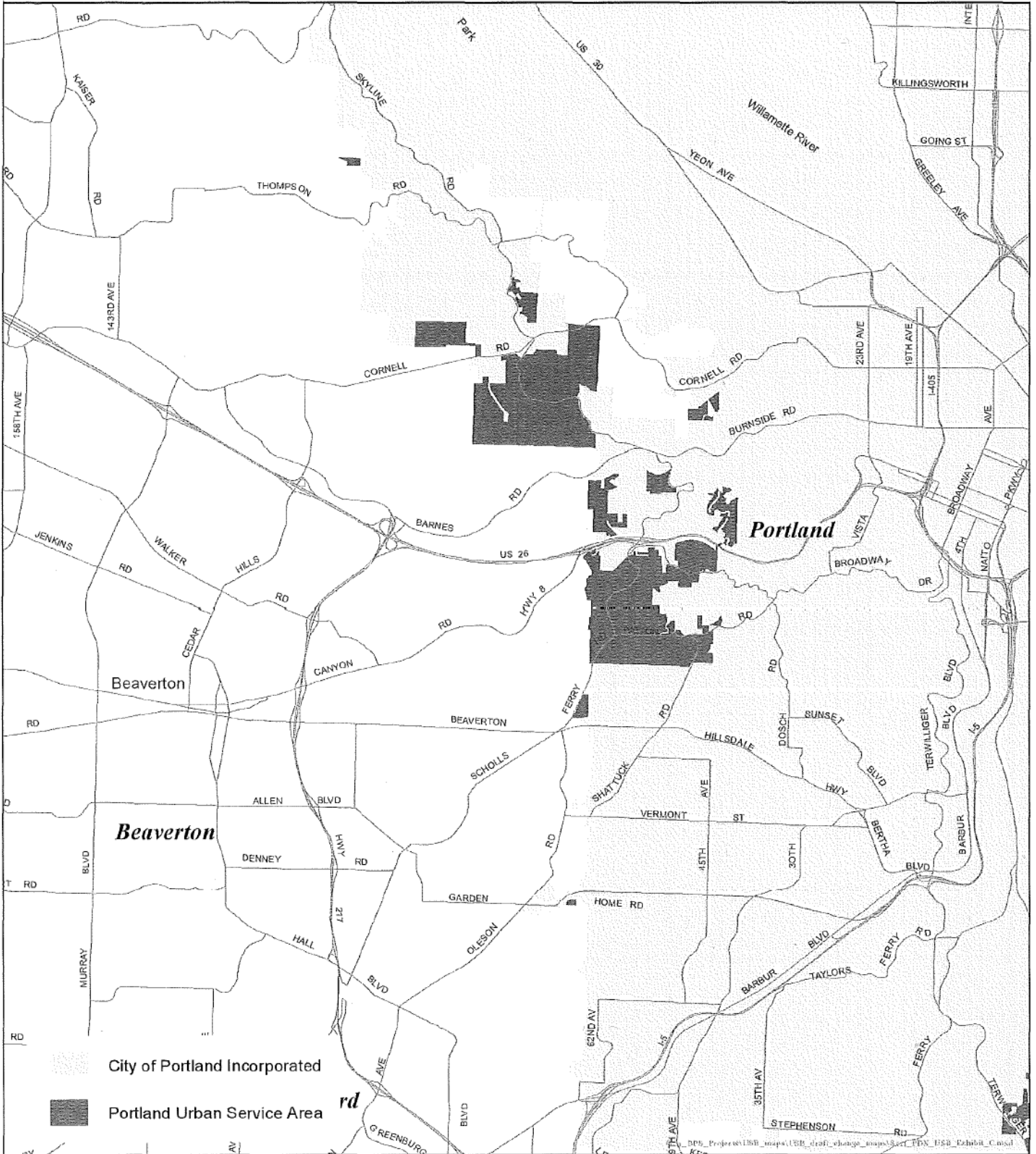


0 2,000 4,000 Feet



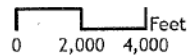
# Exhibit C

# Portland Incorporated & Urban Service Area



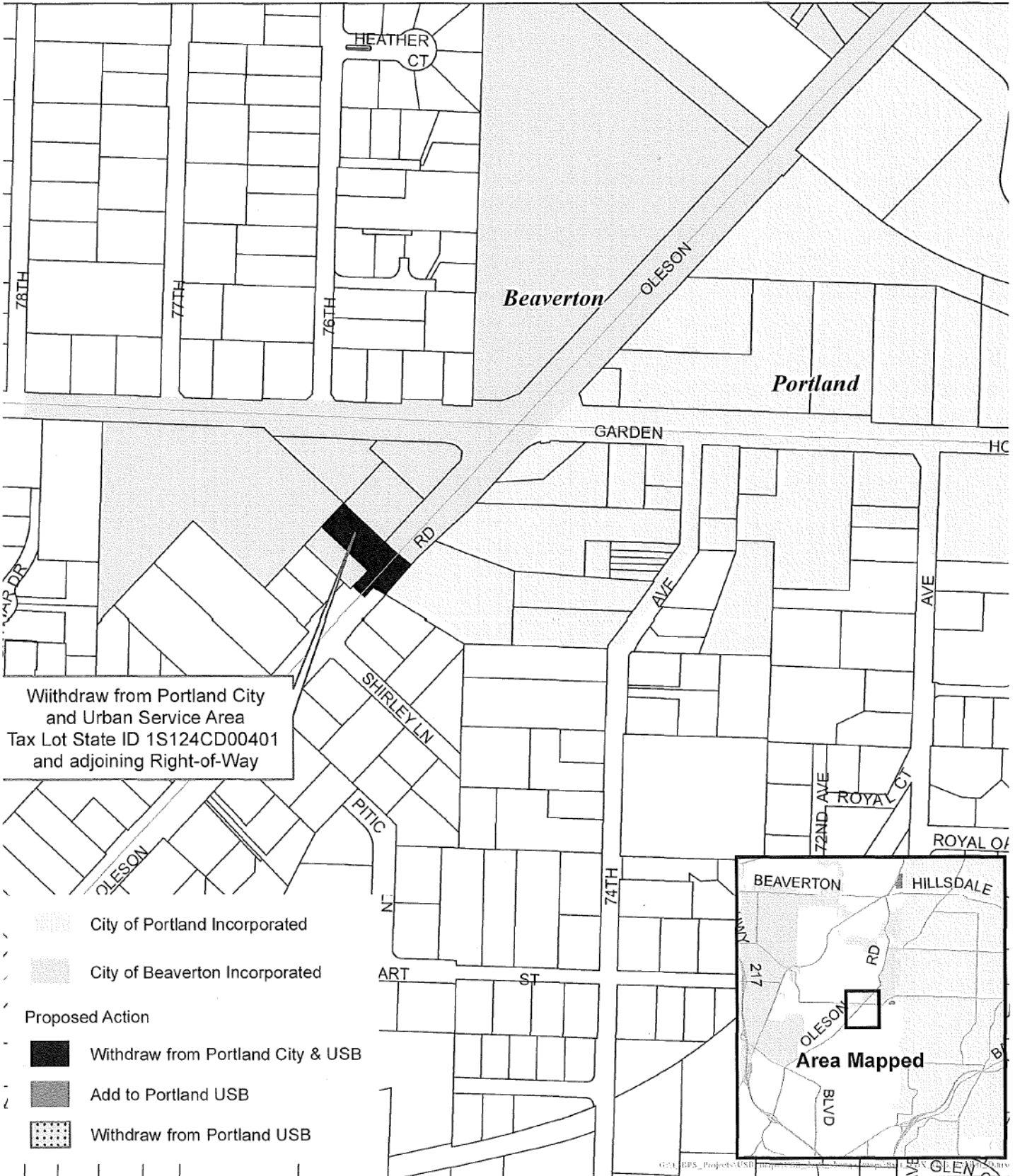
March 3, 2015

City of Portland, Oregon  
 Bureau of Planning & Sustainability  
 Geographic Information System



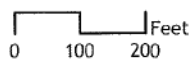
# Exhibit D

# Portland Incorporated & Urban Service Area



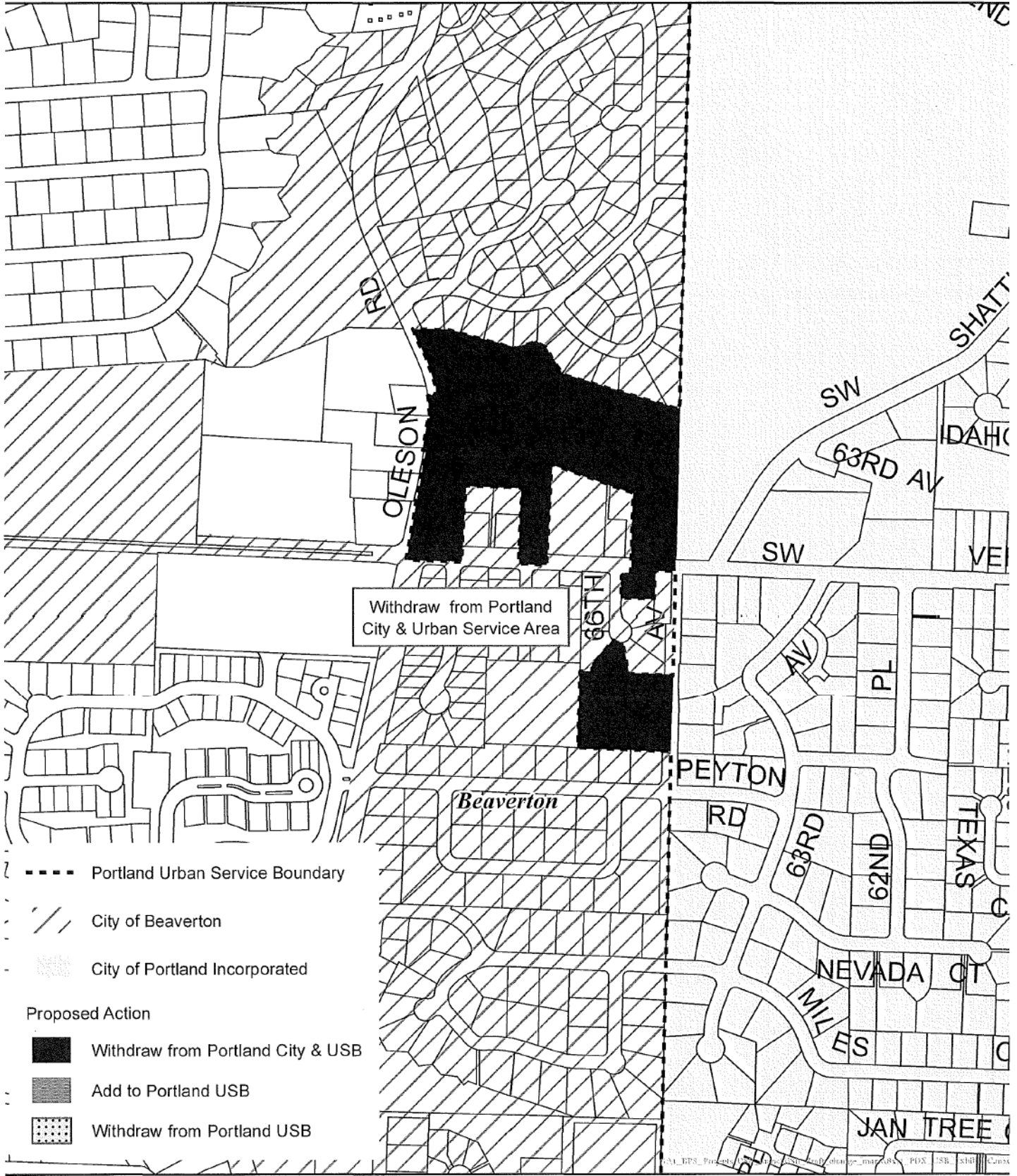
March 4, 2015

City of Portland, Oregon  
 Bureau of Planning & Sustainability  
 Geographic Information System



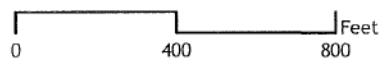
# Exhibit E

# Portland Incorporated & Urban Service Area



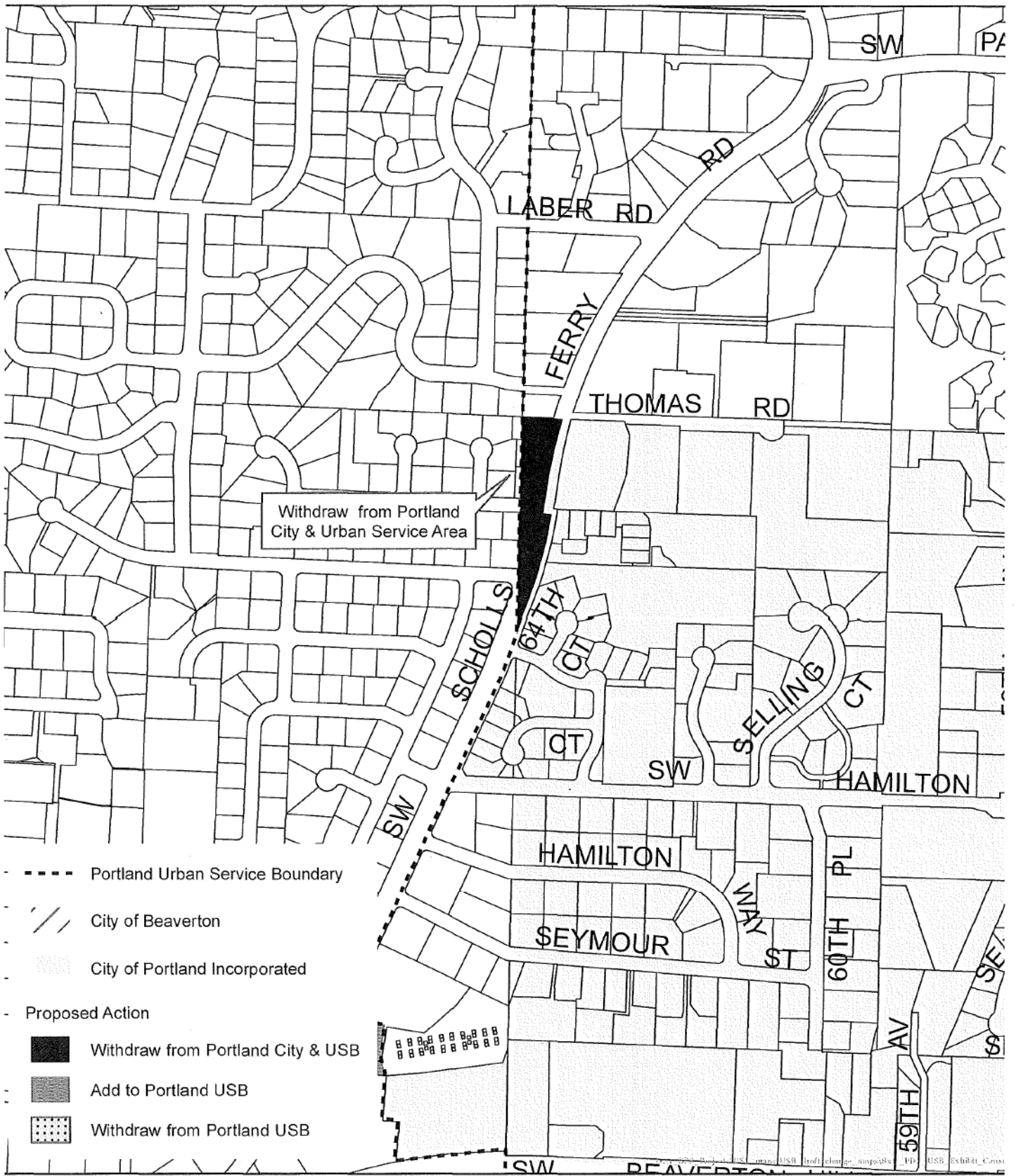
March 3, 2015

City of Portland, Oregon  
 Bureau of Planning & Sustainability  
 Geographic Information System



# Exhibit F

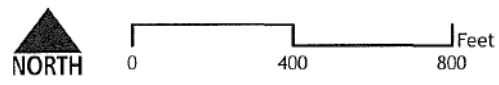
## Portland Incorporated & Urban Service Area



- - - - - Portland Urban Service Boundary
- //// City of Beaverton
- ▨ City of Portland Incorporated
- Proposed Action
- Withdraw from Portland City & USB
- ▨ Add to Portland USB
- ▨ Withdraw from Portland USB

March 3, 2015

City of Portland, Oregon  
 Bureau of Planning & Sustainability  
 Geographic Information System

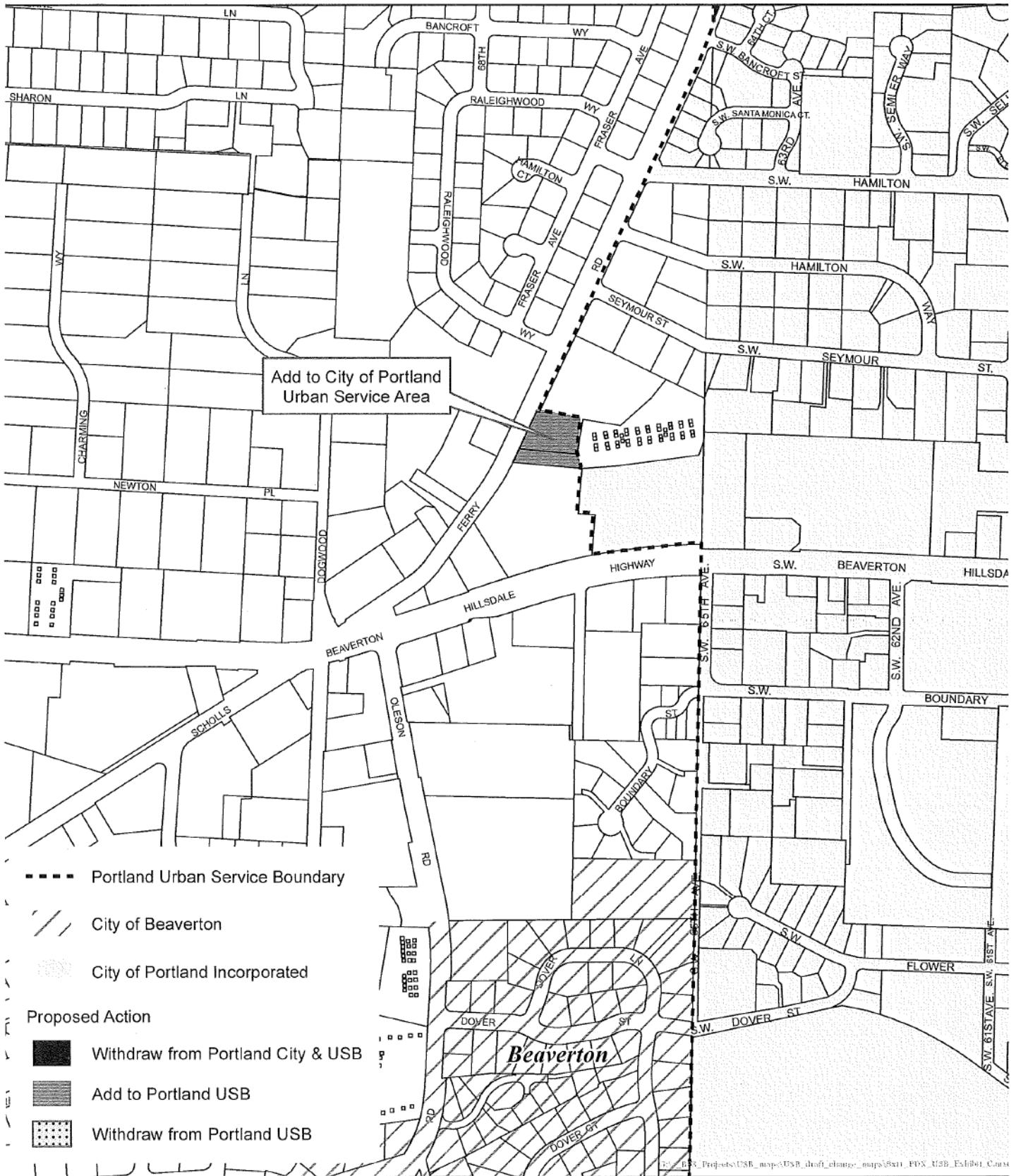






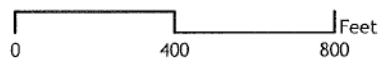
# Exhibit H

# Portland Incorporated & Urban Service Area



March 3, 2015

City of Portland, Oregon  
 Bureau of Planning & Sustainability  
 Geographic Information System



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## STAFF REPORT

### IN CONSIDERATION OF ORDINANCE NO. 18-1424 FOR THE PURPOSE OF COORDINATING COMPREHENSIVE PLANS REGARDING THE URBAN SERVICE BOUNDARY BETWEEN THE CITIES OF PORTLAND AND BEAVERTON

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Date: July 12, 2018

Prepared by: Roger Alfred, Senior Assistant Attorney

#### PROPOSED ACTION

Adoption of Ordinance No. 18-1424 regarding the location of the urban service boundary between the City of Portland and the City of Beaverton and coordination of the cities' comprehensive plans.

#### BACKGROUND

Metro is assigned authority by ORS 195.025(1) to act as the coordinating body for land use planning activities among all cities and counties within its jurisdiction. In the early 1990s, the cities of Portland and Beaverton and Washington County were involved in a dispute regarding which jurisdiction should provide urban services in certain unincorporated urban areas in Washington County.

In its coordination role, Metro convened a settlement discussion among the county, the cities, special districts, and other stakeholders that resulted in agreement on an urban service boundary map depicting which jurisdiction would provide urban services and planning for which areas. That urban service boundary map was adopted by the Metro Council in 1997 in Ordinance No. 96-665C.

Over the last 20 years, conditions have changed and the two cities have determined that several areas that were previously designated to be served by one city would be more efficiently served by the other. Therefore, in 2017 the two cities and Metro entered into an Intergovernmental Agreement (IGA) that revised the 1997 urban service boundary map and transferred responsibility for providing urban services to certain areas from one city to the other.

In the IGA the cities agreed to adopt amendments to their comprehensive plan maps consistent with the revised urban service boundary, and Metro agreed to formally recognize that the revised comprehensive plan maps are coordinated and to assign planning authority to each city consistent with the revised urban service boundary.

The cities have now adopted ordinances amending their comprehensive plans to reflect the new urban service boundary, and this ordinance fulfills Metro's obligations under the IGA by recognizing that the comprehensive plans of the two cities are coordinated under state law, and by assigning future planning responsibilities to each city consistent with the revised urban service boundary map.

#### ANALYSIS/INFORMATION

**Known Opposition:** There is no opposition.

**Legal Antecedents:** ORS 195.025, ORS 268.380, Metro Ordinance No. 96-665C

**Anticipated Effects:** The adoption of Ordinance No. 18-1424 provides Metro's recognition that the comprehensive plans of the two cities are coordinated under state law, and assigns future planning responsibilities to each city consistent with the revised urban service boundary map.

**Budget Impacts:** There is no budget impact.

**RECOMMENDED ACTION**

Staff recommends adoption of Ordinance No. 18-1424.