

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.

VII. 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 a 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.

XI. 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.

X. Indemnification

Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, 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 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 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.

XI. 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.

XII. 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.

XIII. Compliance with Laws

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

XIV. Effective Date

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

XV. Entire Agreement

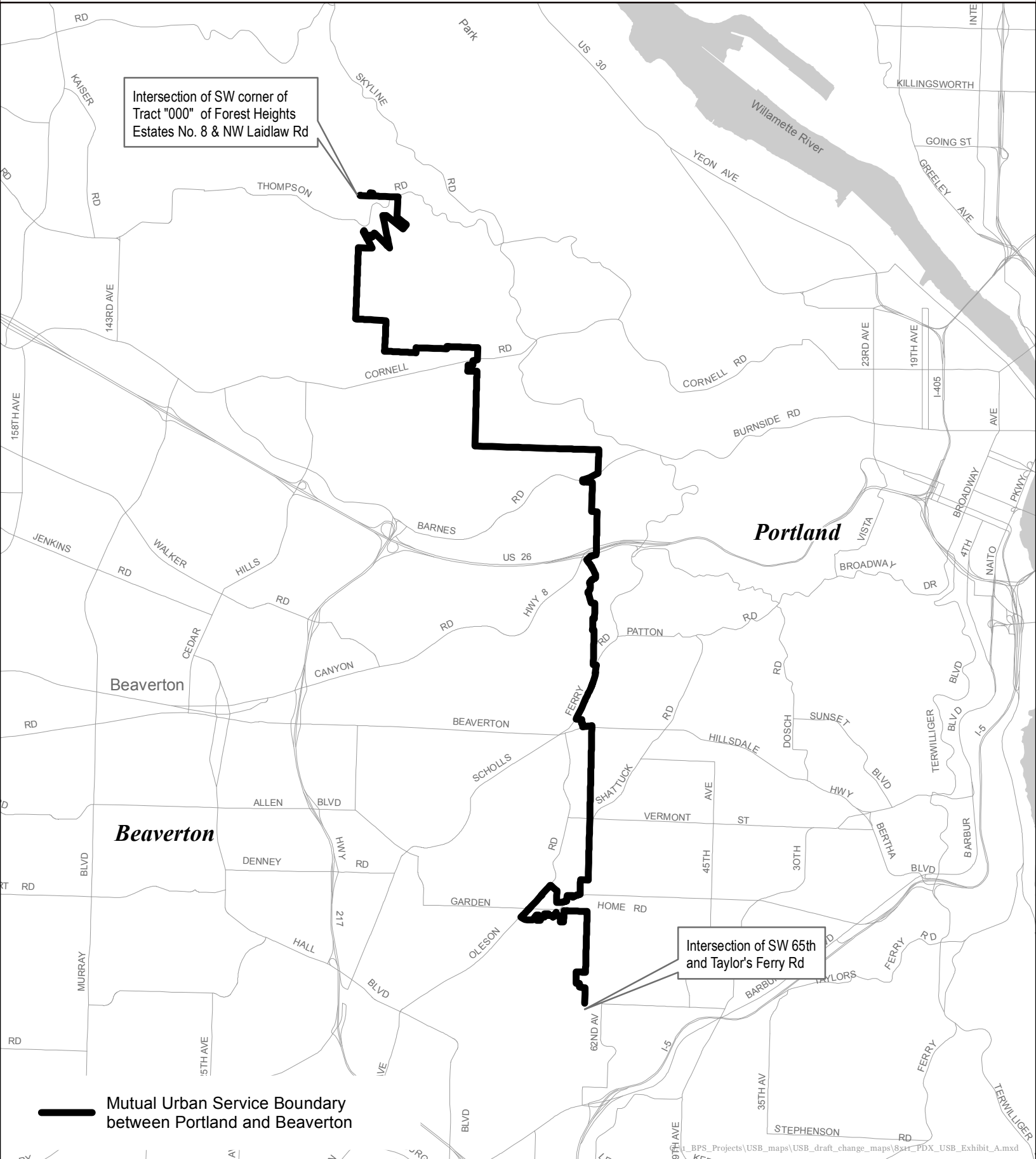
This Agreement and its Exhibits are the entire agreement among the parties with regard to the subject matter herein. There is no other oral or written agreement among the parties with regard to this subject matter.

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	_____ Mayor	_____ Chief Operating Officer
Date: _____	Date: _____	Date: _____
Approved as to form:	Approved as to form:	Approved as to form:
_____ City Attorney	_____ City Attorney	_____ Metro Attorney

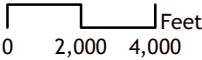
Effective Date: _____

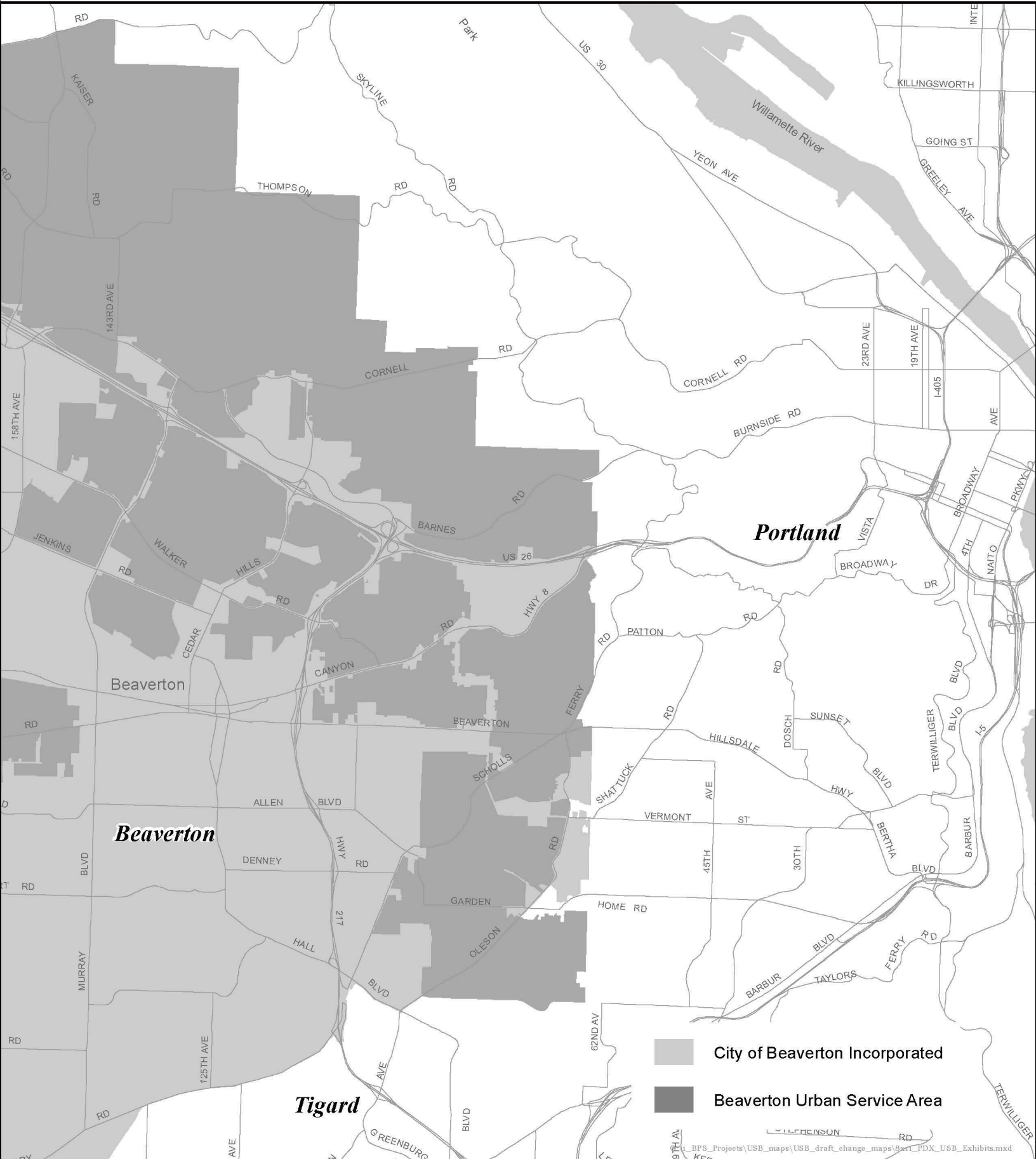
Exhibits A through H are attached and made a part of this agreement.



March 4, 2015

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





March 3, 2015

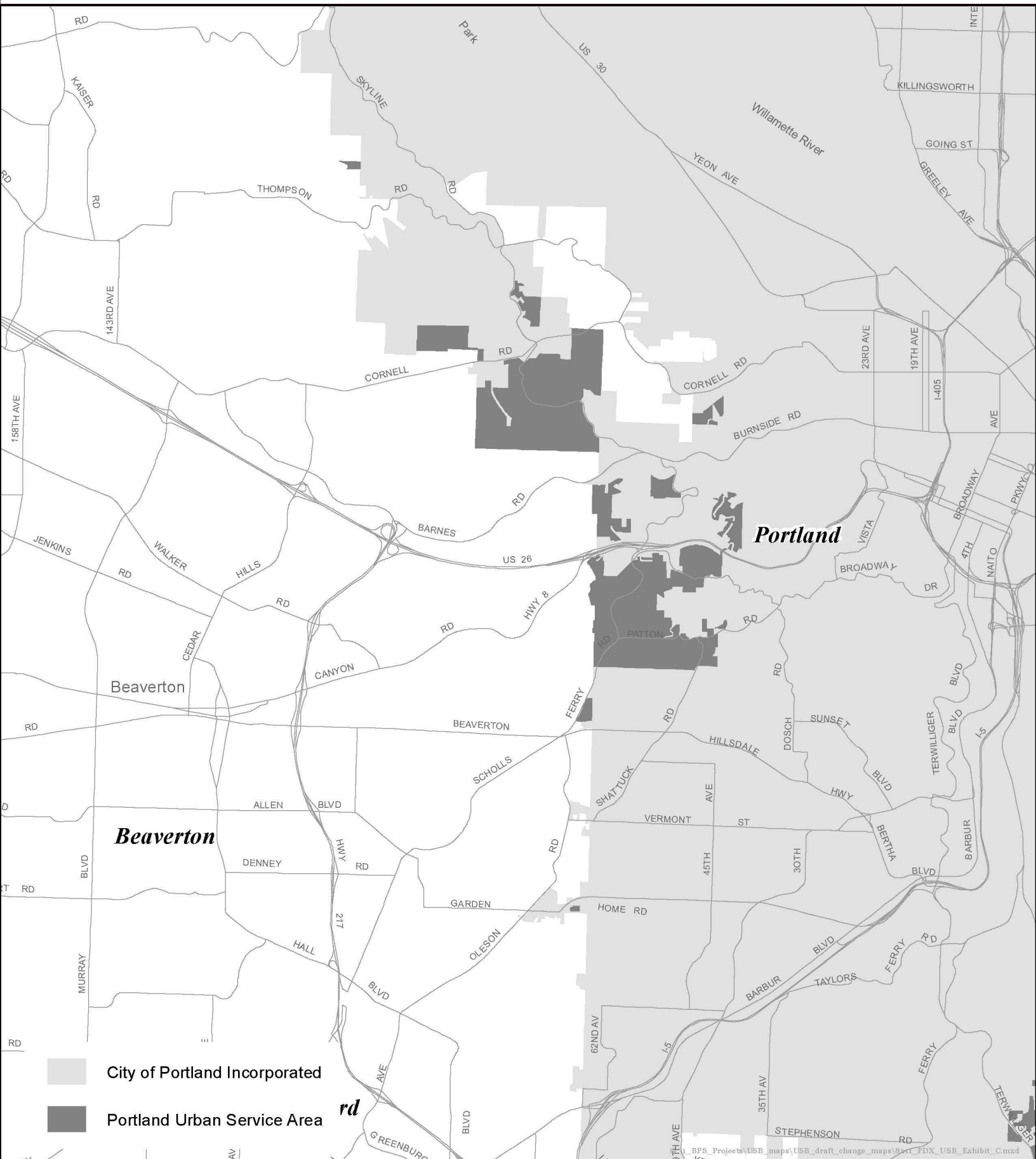
City of Portland, Oregon
Bureau of Planning & Sustainability
Geographic Information System



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Portland Incorporated & Urban Service Area



March 3, 2015

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

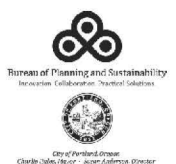
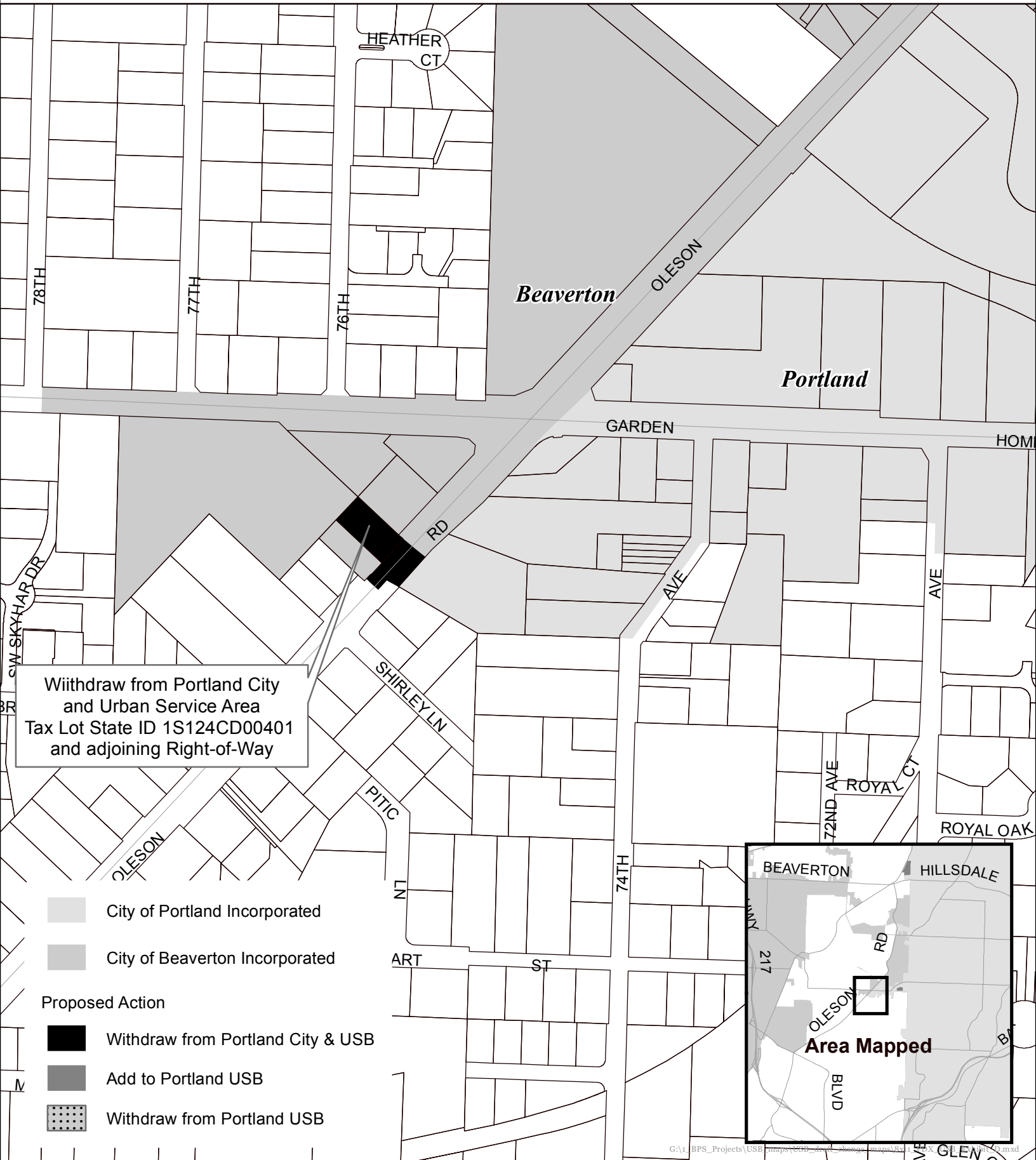


Exhibit D

Portland Incorporated & Urban Service Area



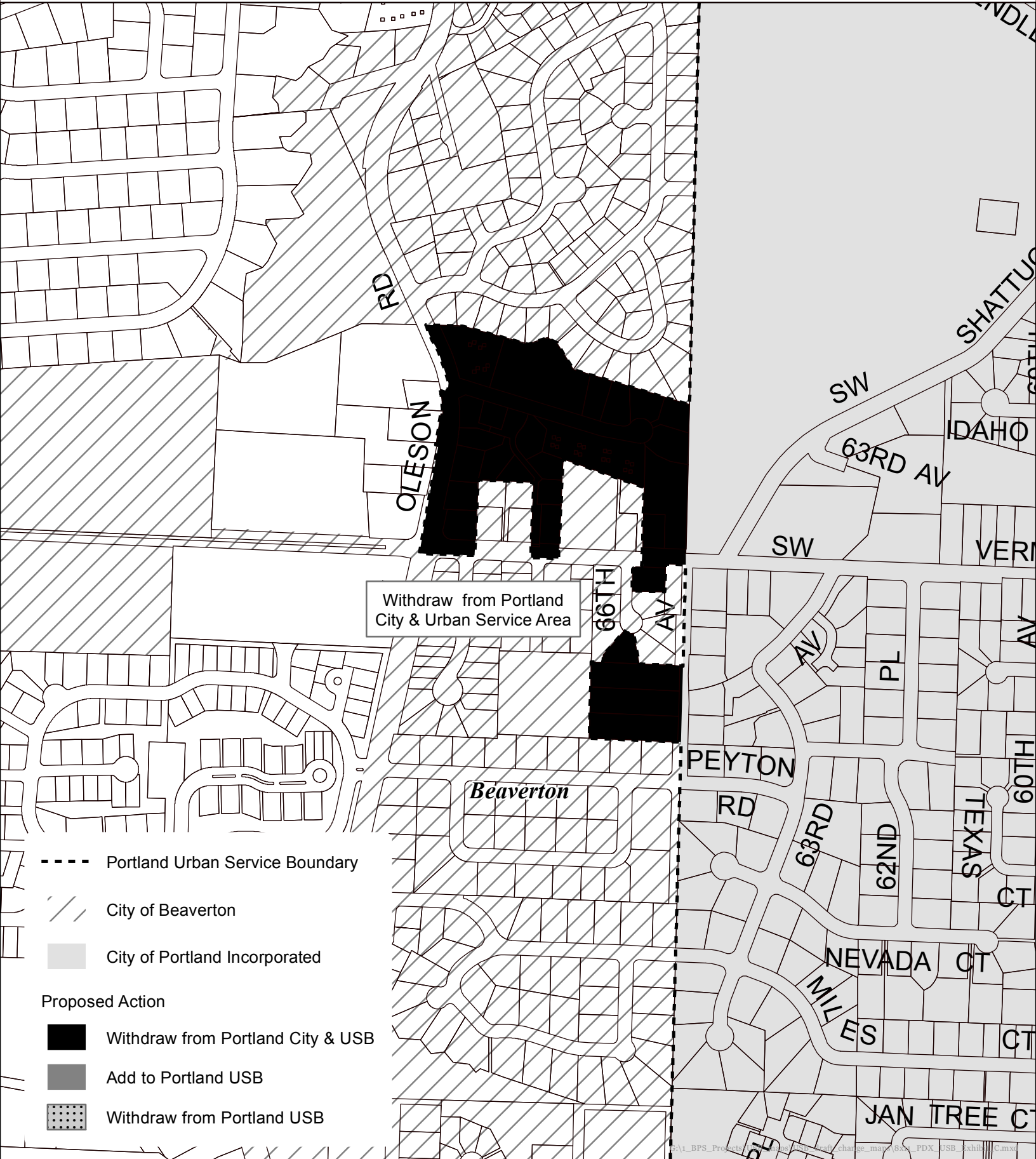
March 4, 2015

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



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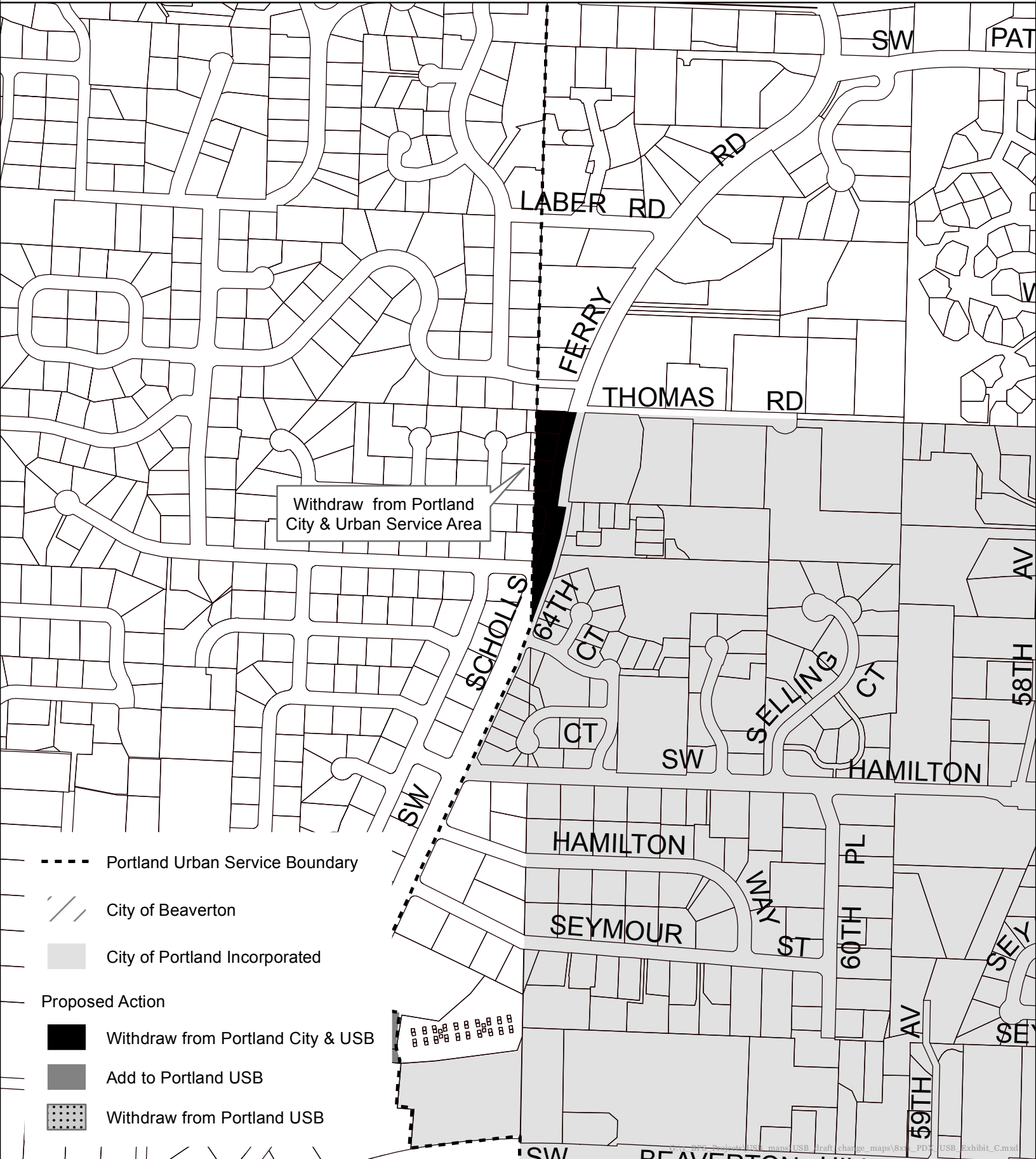




March 3, 2015

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





March 3, 2015

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



Exhibit G

Portland Incorporated & Urban Service Area

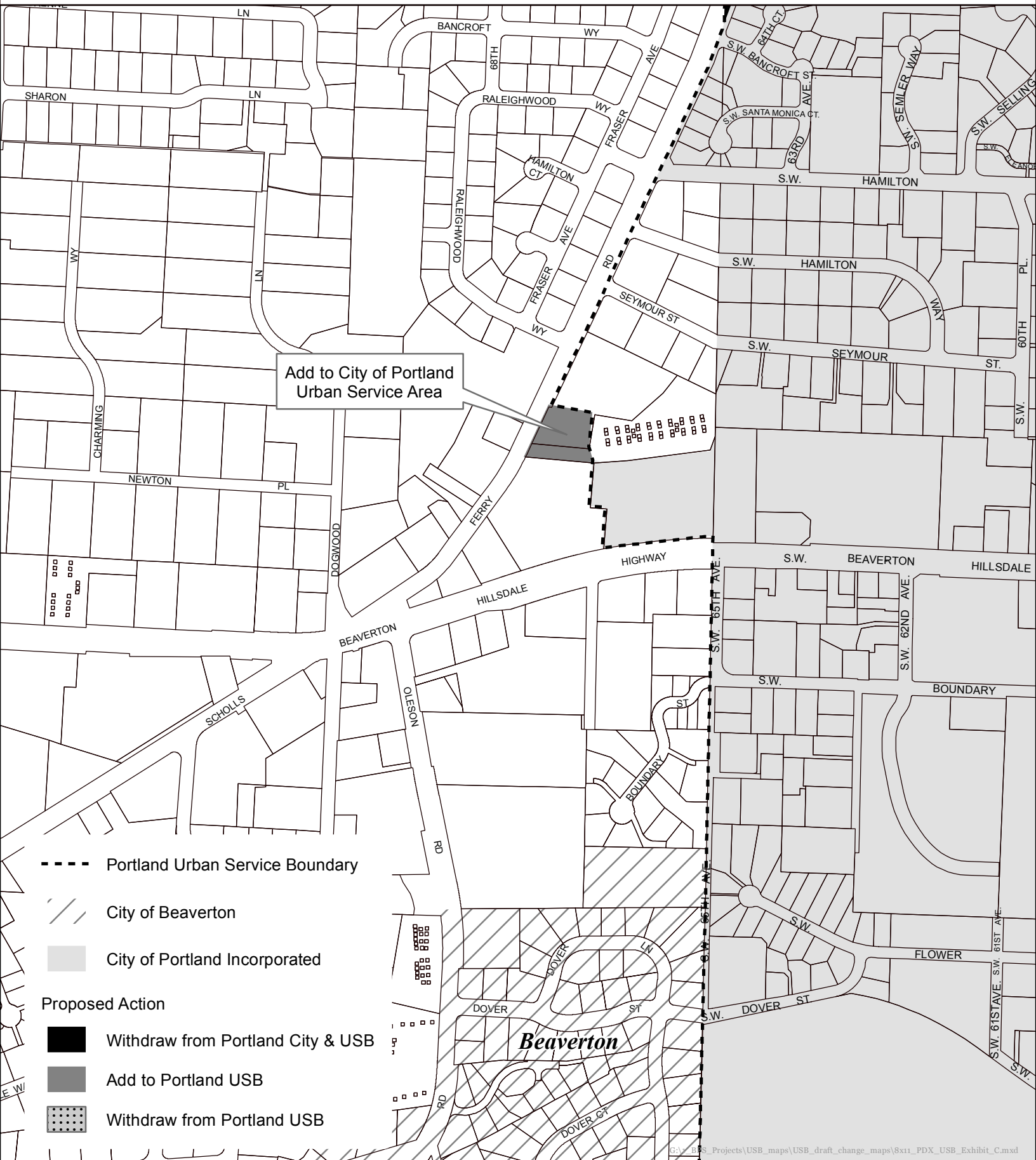


March 3, 2015

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



Portland Incorporated & Urban Service Area



March 3, 2015

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



A horizontal number line with tick marks at 0, 400, and 800. The word "Feet" is written at the right end of the line. A solid horizontal line segment starts at 0 and ends at 400. At 400, there is a vertical tick mark and a small vertical line segment extending upwards. From this point, another solid horizontal line segment extends to the right, ending at 800.



Bureau of Planning and Sustainability



City of Portland, Oregon
 Charlie Finley, Mayor • Susan Anderson, Director

AGENDA BILL

Beaverton City Council Beaverton, Oregon

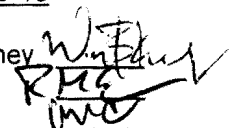
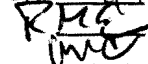
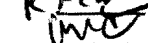
SUBJECT: Intergovernmental Agreement to Coordinate the Orderly Provision of Future Urban Services to Unincorporated Areas Between the Cities of Beaverton and Portland Through Recognition of an Urban Services Boundary by Metro

FOR AGENDA OF: 09-06-16 **BILL NO:** 16178

MAYOR'S APPROVAL: 

DEPARTMENT OF ORIGIN: CDD 

DATE SUBMITTED: 08-29-16

CLEARANCES: City Attorney 
CAO 
Planning 

PROCEEDING: ACTION ITEM

EXHIBITS:

1. Beaverton-Portland USB IGA
2. Beaverton-Portland USB IGA EX A
3. Beaverton-Portland USB IGA EX B
4. Beaverton-Portland USB IGA EX C
5. Beaverton-Portland USB IGA EX D
6. Beaverton-Portland USB IGA EX E
7. Beaverton-Portland USB IGA EX F
8. Beaverton-Portland USB IGA EX G
9. Beaverton-Portland USB IGA EX H

BUDGET IMPACT

EXPENDITURE REQUIRED \$x	AMOUNT BUDGETED \$x	APPROPRIATION REQUIRED \$x
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RECOMMENDED ACTION:

Provide the Mayor and the City Attorney of Beaverton the authority to sign an order to execute the intergovernmental agreement with the City of Portland.

HISTORICAL PERSPECTIVE:

The cities of Beaverton and Portland share a common interest in providing clarity as to the limits of each jurisdiction's boundaries along their common service boundaries. Generally speaking, urban services and future urban services of the cities of Beaverton and Portland meet along the boundary between Washington and Multnomah counties along Beaverton's eastern assumed Urban Service Boundary.

Beaverton and Portland were last party to an Urban Service Boundary Settlement in 1996. As time has passed and some conditions have changed, it is time to update the agreement. The new Urban Service Boundary Intergovernmental Agreement, attached as Exhibits 1 through 9, represents the proposed Urban Service Boundary between Beaverton and Portland. Modifications in the boundary from the 1996 Settlement Agreement are as follows:

Exhibit 6. Beaverton-Portland USB IGA EX E

Addition of territory to City of Beaverton's Urban Services Boundary after future withdrawal of territory from City of Portland's City Boundaries and Urban Services Boundary north and south of SW Vermont Street, east of SW Oleson Road for the purposes of serviceability.

Exhibit 7. Beaverton-Portland USB IGA EX F

Addition of territory to City of Beaverton's Urban Services Boundary after future withdrawal of

Agenda Bill No: 16178

territory from City of Portland's City Boundaries and Urban Services Boundary west side of Scholls Ferry Road between SW Gable Park Way and SW Hamilton Street for the purposes of serviceability.

Exhibit 8. Beaverton-Portland USB IGA EX G

Addition of territory to City of Portland's Urban Services Boundary west of Scholls Ferry Road between SW 64th Terrace and SW 66th Avenue along the Washington and Multnomah County Boundaries to place the entirety of four residential properties that front on SW 64th Place in the City of Portland's service area.

Exhibit 9. Beaverton-Portland USB IGA EX H

Addition of territory to City of Portland's Urban Services Boundary east of Scholls Ferry Road between SW Seymour Street and SW Beaverton-Hillsdale Highway to place the entirety of two parcels that are already partially within the City of Portland's service area entirely within the City of Portland's service area.

INFORMATION FOR CONSIDERATION:

Information noted above and attached exhibits.

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.

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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
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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.

VII. 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.
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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
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XI. 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.

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Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, 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.

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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.

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XIII. Compliance with Laws

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

XIV. Effective Date

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

XV. 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

Mayor

Chief Operating Officer

Date: _____

Date: _____

Date: _____

Approved as to form:

Approved as to form:

Approved as to form:

City Attorney

City Attorney

Metro Attorney

Effective Date: _____

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



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





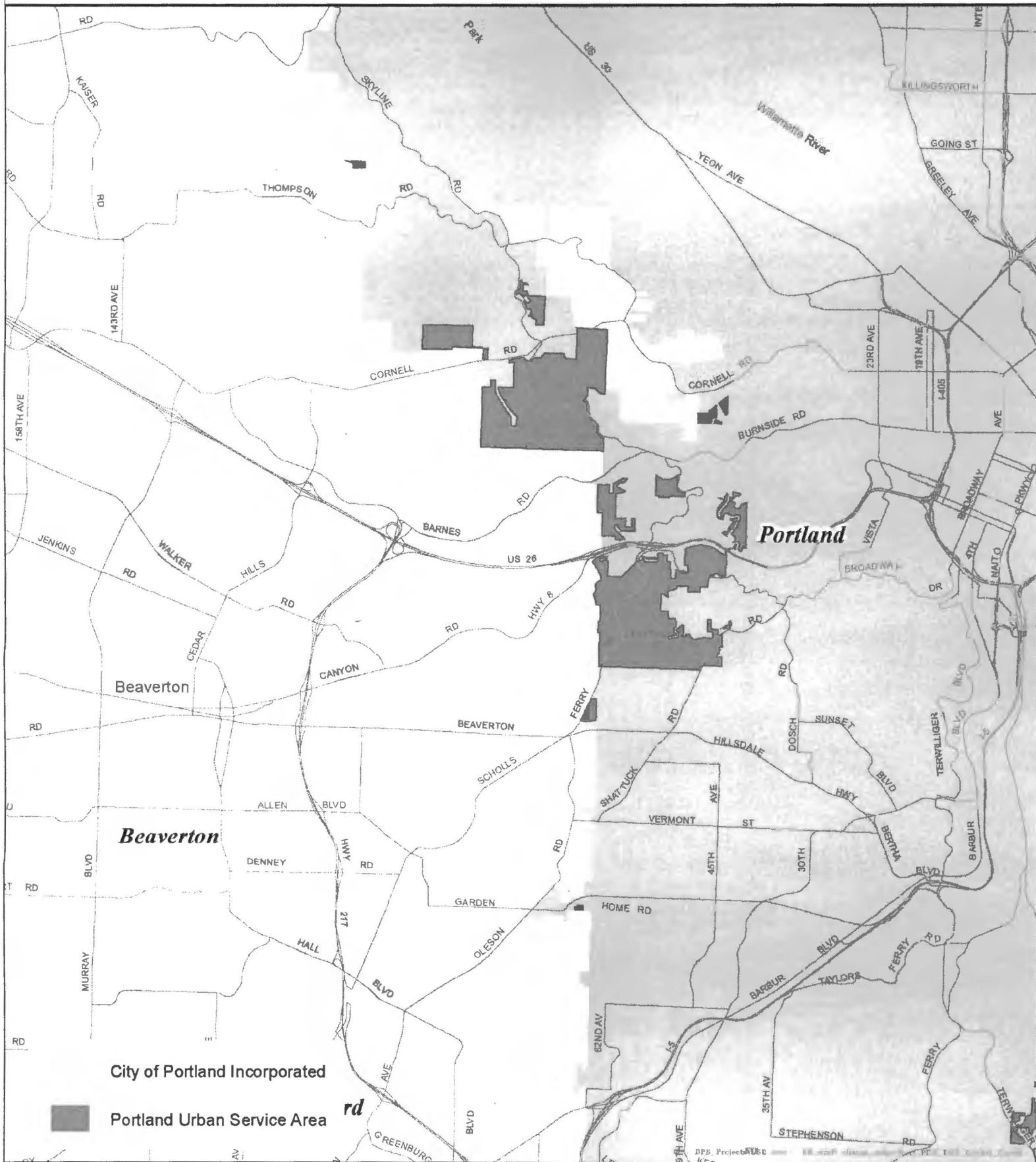
March 3, 2015

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



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March 3, 2015

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



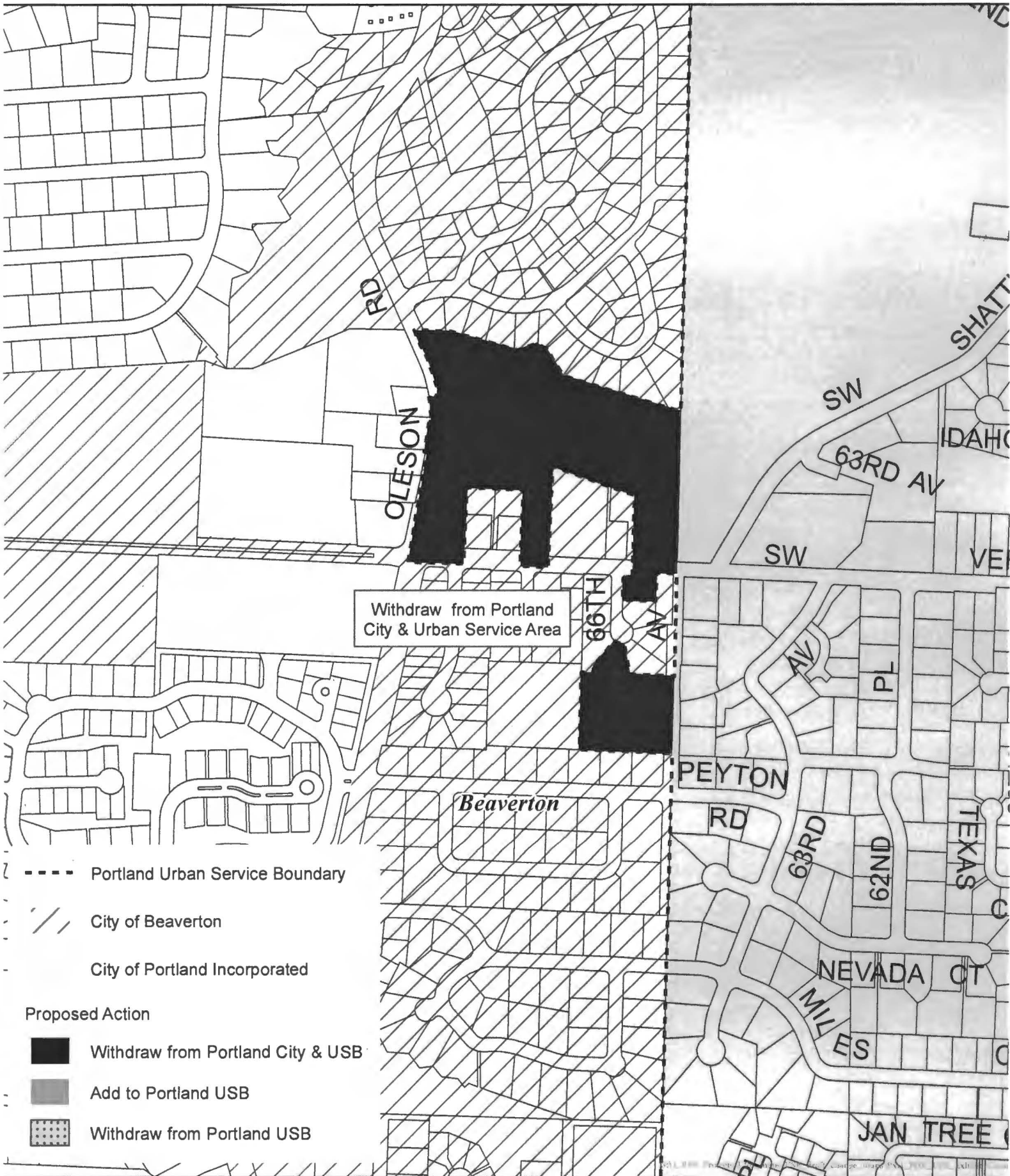
March 4, 2015

City of Portland, Oregon
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Geographic Information System



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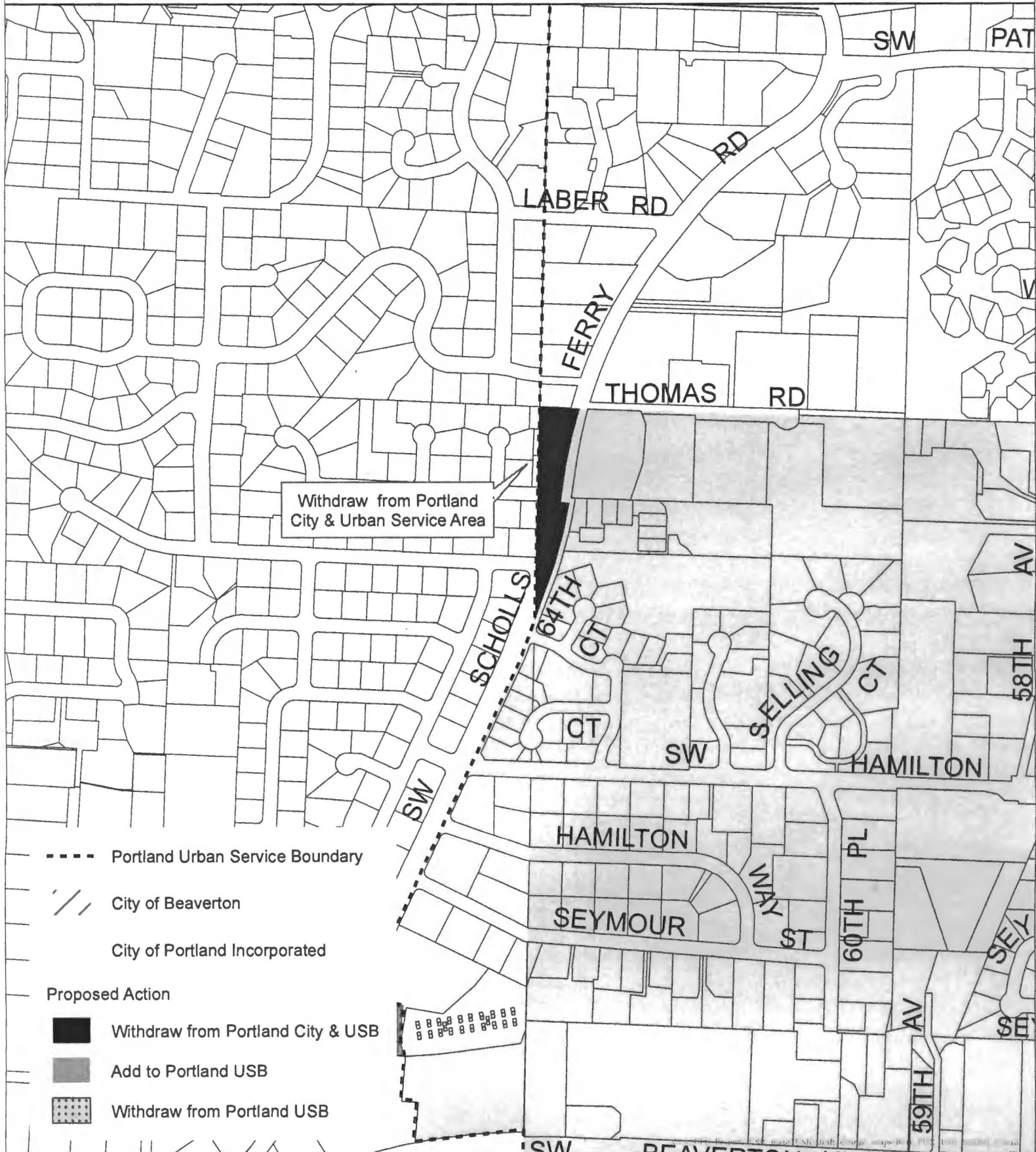


March 3, 2015

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Geographic Information System

Exhibit F

EXHIBIT 7 Portland Incorporated & Urban Service Area



March 3, 2015

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

NORTH
Page 14

0 400 800 Feet







March 3, 2015

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

NORTH
Page 16

0 400 800 Feet



I HEREBY CERTIFY THAT THE FOREGOING
IS A COMPLETE AND EXACT COPY OF THE
ORIGINAL THEREOF.

Rebecca V. Guzman, Archivist
Clerk of the Metro Council

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF COORDINATING)
COMPREHENSIVE PLANS BY ESTABLISHING)
AN URBAN SERVICE BOUNDARY)
ORDINANCE NO ⁹⁶~~97~~-665C
Introduced by Executive Officer,
Mike Burton

WHEREAS, Metro is required by ORS 195.025(1) to be responsible for coordinating all planning activities affecting land uses within its jurisdiction to assure integrated comprehensive plans for the entire metropolitan area; and

WHEREAS, Metro must approve cooperative agreements and review urban services agreements as part of coordinating urban services in the SB 122 process while retaining overall coordination responsibility; and

WHEREAS, the cities of Portland and Beaverton and Washington County have been involved in a long-standing dispute over planning the ultimate areas for urban services to be provided under the comprehensive plans of the cities in unincorporated urban areas of Washington County between the two cities; and

WHEREAS, Metro's Executive Officer convened informal discussions of the urban services issues among the cities, the County, special service districts and citizens of the unincorporated area which reviewed provision of sewer, water, and parks services in the unincorporated area between Portland and Beaverton; and

WHEREAS, discussion of urban services among the affected parties indicated a strong desire for the certainty in the planning of urban services that has been provided to abutting cities by the use of policies in comprehensive plans establishing urban service boundaries between the cities of Portland and Gresham and Beaverton and Tigard; and

WHEREAS, the courts have held that the comprehensive plans of Beaverton, Portland and Washington County contain inconsistent provisions on an urban service boundary between Beaverton and Portland; and

WHEREAS, the County, cities, and special service districts participating in informal discussions with the Metro Executive Officer have agreed to policies and actions to assure coordination of the comprehensive plans of Washington County and the cities of Beaverton and Portland; now, therefore,

THE METRO COUNCIL ORDAINS AS FOLLOWS:

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 5. The SW Burnside and Barnes Road Portland annexation remains in Portland.
 6. The Portland annexations in the vicinity of NW Cornell east of 102nd Avenue remain in Portland.
- B. A small area with deed restrictions requiring annexation to Portland and streets connected to Portland remains in Portland: Meadowridge development.
- C. A small area north of the extension of SW 66th Avenue, north to SW Barnes Road in quarter section A of Section 1S1W (Washington County Tax Lots 1S101AD00100 and 1S101AD90000).
- D. A small area east of SW Canyon Drive and south of U.S. 26 for access to SW 64th Place, SW Bucharest Court in Multnomah County.
- E. The property between the two small annexations described in 1.A.4 above, and west to Scholls Ferry Road.

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3. That Metro shall adopt regional coordination policies to assist the City of Beaverton, City of Portland and Washington County in the adoption of new planning agreements consistent with this Ordinance.

4. The Metro Council requests that the City of Portland strongly consider consenting to the de-annexation of any territory within its city limits located within Washington County if and when such territory is contiguous to the city limits of the City of Beaverton, and a proceeding is initiated to de-annex the territory from Portland and annex it to Beaverton.

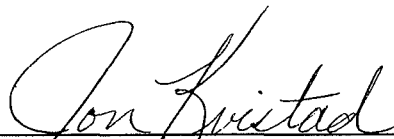
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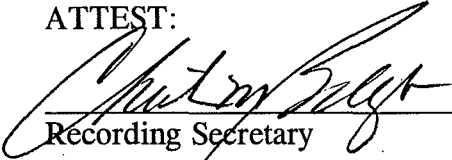
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ADOPTED by the Metro Council this 6th day of March 1997.



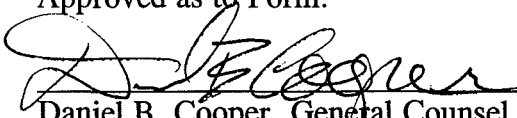
Jon Kvistad, Presiding Officer

ATTEST:



Recording Secretary

Approved as to Form:



Daniel B. Cooper, General Counsel

DBC:jep
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BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF COORDINATING) ORDINANCE NO 96665BC
COMPREHENSIVE PLANS BY ESTABLISHING)
AN URBAN SERVICE BOUNDARY) Introduced by Executive Officer,
) Mike Burton

WHEREAS, Metro is required by ORS 195.025(1) to be responsible for coordinating all planning activities affecting land uses within its jurisdiction to assure integrated comprehensive plans for the entire metropolitan area; and

WHEREAS, Metro must approve cooperative agreements and review urban services agreements as part of coordinating urban services in the SB 122 process while retaining overall coordination responsibility; and

WHEREAS, the cities of Portland and Beaverton and Washington County have been involved in a long-standing dispute over planning the ultimate areas for urban services to be provided under the comprehensive plans of the cities in unincorporated urban areas of Washington County between the two cities; and

WHEREAS, Metro's Executive Officer convened informal discussions of the urban services issues among the cities, the County, special service districts and citizens of the unincorporated area which reviewed provision of sewer, water, and parks services in the unincorporated area between Portland and Beaverton; and

WHEREAS, discussion of urban services among the affected parties indicated a strong desire for the certainty in the planning of urban services that has been provided to abutting cities by the use of policies in comprehensive plans establishing urban service boundaries between the cities of Portland and Gresham and Beaverton and Tigard; and

WHEREAS, the courts have held that the comprehensive plans of Beaverton, Portland and Washington County contain inconsistent provisions on an urban service boundary between Beaverton and Portland; and

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 6. The Portland annexations in the vicinity of NW Cornell east of 102nd Avenue remain in Portland.
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ADOPTED by the Metro Council this _____ day of _____ 1997.

Jon Kvistad, Presiding Officer

ATTEST:

Approved as to Form:

Recording Secretary

Daniel B. Cooper, General Counsel

DBC:jep
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BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF COORDINATING)	ORDINANCE NO 96-665 <u>A</u>
COMPREHENSIVE PLANS BY ESTABLISHING)	
AN URBAN SERVICE BOUNDARY)	Introduced by Executive Officer,
)	Mike Burton

WHEREAS, Metro is required by ORS 195.025(1) to be responsible for coordinating all planning activities affecting land uses within its jurisdiction to assure integrated comprehensive plans for the entire metropolitan area; and

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located south of Canby Street and ~~west~~ east of Oleson Road, remains
in Portland, ~~plus a small "island" north of Garden Home Road near~~
67th Avenue.

3. The territory annexed to Portland east of Oleson Road north and south
of SW Vermont Street between Dover Lane and Peyton Road will
remain in Portland.

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the annexation at Hamilton and Scholls Ferry Road, ~~and the property~~
~~between them west to Scholls Ferry Road~~ remain in Portland.

45. The SW Burnside and Barnes Road Portland annexation remains in
Portland.

6. The Portland annexations in the vicinity of NW Cornell east of 102nd
Avenue remain in Portland.

B. A small area to create a logical boundary and retain an existing neighborhood:
Oleson Road becomes the USB between SW 70th Avenue and SW Vermont
~~to the boundary of the third Portland annexation,~~ including the neighborhood
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and SW 68th Court and a small "island" north of Garden Home Road near
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ADOPTED by the Metro Council this _____ day of _____ 1997.

Jon Kvistad, Presiding Officer

ATTEST:

Approved as to Form:

Recording Secretary

Daniel B. Cooper, General Counsel

DBC:kaj
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2/13/97

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF COORDINATING)	ORDINANCE NO 96-665
COMPREHENSIVE PLANS BY ESTABLISHING)	
AN URBAN SERVICE BOUNDARY)	Introduced by Executive Officer,
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Jon Kvistad, Presiding Officer

ATTEST:

Approved as to Form:

Recording Secretary

Daniel B. Cooper, General Counsel

jep

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STAFF REPORT

CONSIDERATION OF ORDINANCE 96-665 FOR THE PURPOSE OF COORDINATING COMPREHENSIVE PLANS BY ESTABLISHING AN URBAN SERVICE BOUNDARY

Date: November 21, 1996

Presented by: Mike Burton, Executive Officer

BACKGROUND

Executive Officer Mike Burton has been working with the City of Beaverton, the City of Portland, Washington County and affected special districts in determining an urban services boundary in unincorporated Washington County. Since last spring these agencies have actively participated in a process to determine a boundary that best meets the needs of residents in this area. A series of neighborhood workshops were held to provide information to residents. These were followed with a random phone survey and a mailed questionnaire to registered voters and property owners.

In September, the executive officer recommended a tentative agreement including a boundary line and provisions to ensure coordinated planning efforts in the area. The Portland City Council, Beaverton City Council, Washington County Commission, and the special districts have all approved the tentative agreement. Ordinance No. 96-665 is a coordination action directing Portland, Beaverton and Washington County to amend their comprehensive plans to be consistent with the agreement.

The ordinance establishes that the Multnomah/Washington County boundary line serve as the urban services boundary with some small exceptions due to existing annexations, deed restrictions, neighborhood boundaries and service connections. The attached map illustrates the urban service boundary.

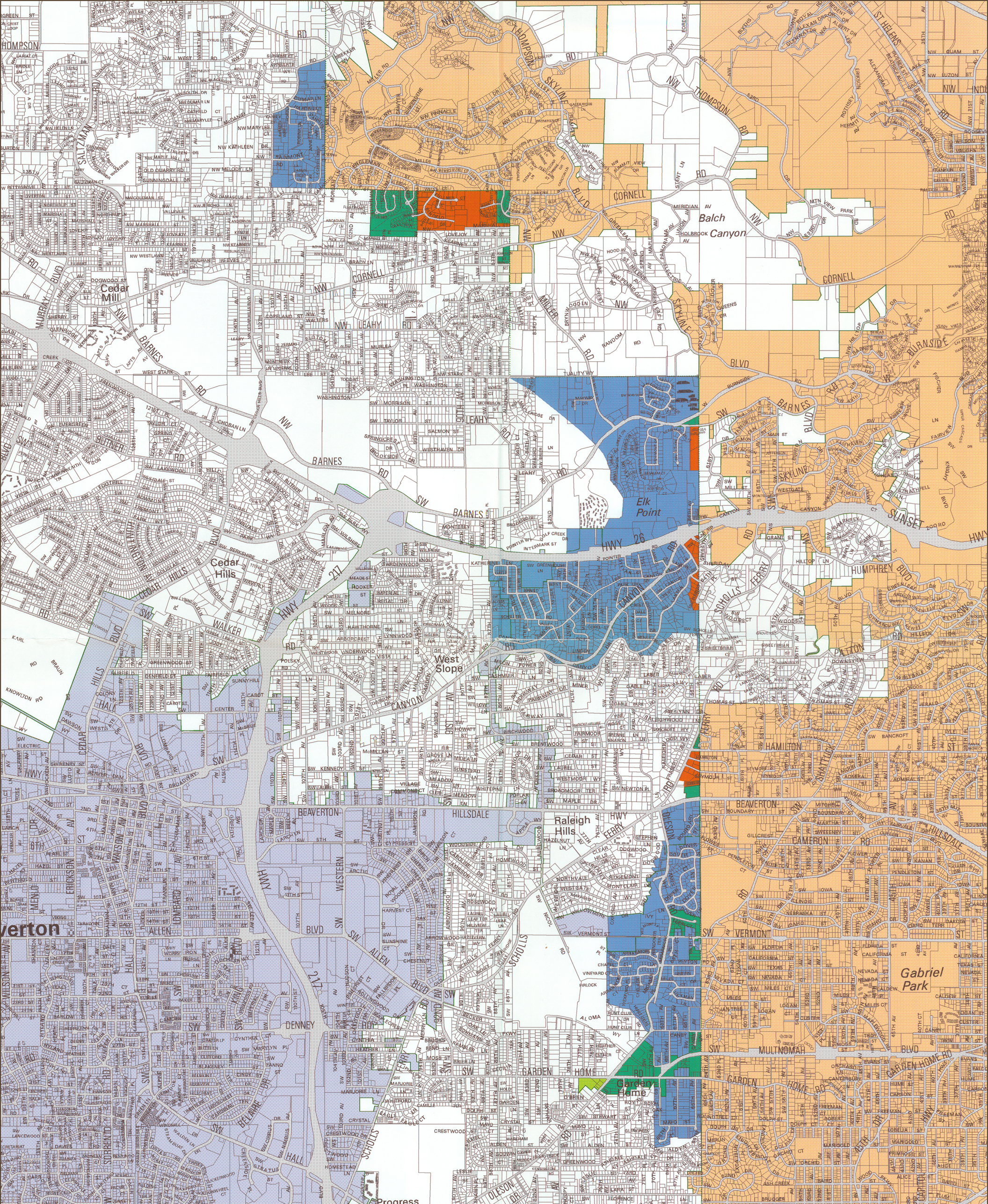
While annexations may not occur for a number of years, the ordinance establishes the urban service boundary line as the area of ultimate annexation between Portland and Beaverton. Until annexation, the area continues to be an unincorporated area within Washington County served by existing service providers. The agreement does not affect school districts or postal addresses.

The ordinance also requires a joint planning agreement for the Raleigh Hills Town Center to ensure a coordinated effort between the jurisdictions in implementing the 2040 Growth Concept.

A separate resolution establishes that Metro shall adopt coordination policies related to review of Senate Bill 122 agreements, Metro service coordination and dispute resolution, and review the provision of urban services and annexations in currently unincorporated Washington County adjacent to Portland.

EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of Ordinance 96-665. The agreement is a compromise that gives certainty to the citizens of the affected area and ensures long-term planning coordination across jurisdictional boundaries to protect and enhance livability.



Urban Services Boundary Ordinance #96-665C

Adopted March 6, 1997

- City limits
- County lines
- City of Portland
- Proposed City of Portland
- City of Beaverton
- Proposed City of Beaverton
- Potential Deannation Areas
- Required Deannation Area as per ordinance 96-665C

The information on this map was derived from digital databases on Metro's GIS. Care was taken in the creation of this map. Metro cannot accept any responsibility for errors, omissions, or outdated information. There are no warranties, expressed or implied, including the warranty of merchantability or fitness for a particular purpose, accompanying this product. However, notification of any errors will be appreciated.