

Revised 4/23/99



# MULTNOMAH COUNTY, OREGON

## BOARD OF COMMISSIONERS

### Beverly Stein, Chair

1120 SW Fifth Avenue, Suite 1515  
Portland, Or 97204-1914  
Phone: (503) 248-3308 FAX (503) 248-3093  
Email: mult.chair@co.multnomah.or.us

### Diane Linn, Commission Dist. 1

1120 SW Fifth Avenue, Suite 1500  
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### Serena Cruz, Commission Dist. 2

1120 SW Fifth Avenue, Suite 1500  
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Email: serena.m.cruz@co.multnomah.or.us

### Lisa Naito, Commission Dist. 3

1120 SW Fifth Avenue, Suite 1500  
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Email: lisa.h.naito@co.multnomah.or.us

### Sharron Kelley, Commission Dist. 4

1120 SW Fifth Avenue, Suite 1500  
Portland, Or 97204-1914  
Phone: (503) 248-5213 FAX (503) 248-5262  
Email: sharron.e.kelley@co.multnomah.or.us

**ANY QUESTIONS? CALL BOARD  
CLERK DEB BOGSTAD @ 248-3277**

Email: deborah.l.bogstad@co.multnomah.or.us

**INDIVIDUALS WITH DISABILITIES  
MAY CALL THE BOARD CLERK AT  
248-3277, OR MULTNOMAH COUNTY  
TDD PHONE 248-5040, FOR  
INFORMATION ON AVAILABLE  
SERVICES AND ACCESSIBILITY.**

## APRIL 27, 28 & 29, 1999

## BOARD MEETINGS

### FASTLOOK AGENDA ITEMS OF INTEREST

Pg 2	9:00 a.m. Tuesday Adult Justice System Policy Review Work Session
Pg 2	10:30 a.m. Tuesday Sheriff's Office Budget Work Session
Pg 2	1:30 p.m. Tuesday Juvenile Justice System Policy Review and DJACJ Budget Work Session
Pg 3	8:30 a.m. Wednesday MTIP Briefing
Pg 3	9:30 a.m. Wednesday Non- Departmental Budget/Policy Review Work Session
Pg 4	11:00 a.m. Wednesday Executive Session on Real Property Transaction
Pg 4	11:30 a.m. Wednesday Possible Work Session on Jail/A&D Configuration
Pg 5	9:30 a.m. to 11:00 a.m. Thursday Regular Meeting - see Agenda

Thursday meetings of the Multnomah County Board of Commissioners are cable-cast live and taped and may be seen by Cable subscribers in Multnomah County at the following times:

Thursday, 9:30 AM, (LIVE) Channel 30

Friday, 10:00 PM, Channel 30

Sunday, 1:00 PM, Channel 30

Produced through Multnomah Community Television

**Revised 4/23/99**

**Tuesday, April 27, 1999 - 9:00 AM to 12:10 PM  
Multnomah County Courthouse, Boardroom 602  
1021 SW Fourth Avenue, Portland**

## **BUDGET/POLICY WORK SESSION**

**WS-1 Budget/Policy Review Work Session on the Adult Justice System and the Sheriff's Office Budget:**

- 1. Presentation from Bill Farver & Dave Warren on Chair's Executive Budget and the new proposal for how to allocate restored revenue from the state (20 minutes)**
  - 2. Presentation from George Kelley, Chair, Sheriff's Office Citizen Budget Advisory Committee (10 minutes)**
  - 3. Presentation from Sheriff Dan Noelle (20 minutes)**
  - 4. Presentation from Elyse Clawson, Adult Community Justice (20 minutes)**
  - 5. Board questions/comments (30 minutes)**
  - 6. Sheriff's Office budget**
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**Tuesday, April 27, 1999 - 1:30 PM to 4:00 PM  
Multnomah County Courthouse, Boardroom 602  
1021 SW Fourth Avenue, Portland**

## **BUDGET/POLICY WORK SESSION**

**WS-2 Budget/Policy Review Work Session on the Juvenile Justice System and the Community Justice Budget:**

- 1. Presentation from Mark Jones, Chair, Community Justice Budget Advisory Committee (10 minutes)**
- 2. Juvenile Justice Discussion (Community Justice and others discuss State revenue and implementation plan; Community Justice and District Attorney discuss dependency requirements and process) (90 minutes)**
- 3. Community Justice budget issues and Board questions (45 minutes)**

**Revised 4/23/99**

Wednesday, April 28, 1999 - 8:30 to 9:30 AM  
Multnomah County Courthouse, Boardroom 602  
1021 SW Fourth Avenue, Portland

## **BOARD BRIEFING**

B-1 Metropolitan Transportation Improvement Program (MTIP) Policy Briefing and Discussion. Presented by Karen Schilling. 1 HOUR REQUESTED.

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Wednesday, April 28, 1999 - 9:30 AM to 11:00 AM  
Multnomah County Courthouse, Boardroom 602  
1021 SW Fourth Avenue, Portland

## **BUDGET/POLICY WORK SESSION**

WS-3 Budget/Policy Review Work Session on Non-Departmental Budgets:

1. Presentation from Jack Pessia, Chair, Central Citizen Budget Advisory Committee (10 minutes)
2. Presentation by Tracee Larson, Chair, Non-Departmental Citizen Budget Advisory Committee (10 minutes)
3. Non-Departmental budget issues and Board questions (70 minutes)

Auditor - Suzanne Flynn

Progress Board - Gary Blackmer

County Counsel - Thomas Sponsler

Citizen Involvement Commission - John Legry

MHRC / ONI - Steve Freedman

OSU Extension - Paul Sunderland

Soil and Water Districts - Dianna Pope and Brian Lightcap

Watermaster District 20 - Juno Pandian

Public Affairs Office - Gina Mattioda

Strategic Investment Program - John Rakowitz

**Revised 4/23/99**  
Wednesday, April 28, 1999 - 11:00 AM  
Multnomah County Courthouse, Boardroom 602  
1021 SW Fourth Avenue, Portland

## **EXECUTIVE SESSION**

E-1 The Multnomah County Board Of Commissioners Will Meet in Executive Session Pursuant to ORS 192.660(1)(E) to Deliberate with Persons Designated to Negotiate Real Property Transactions. Only Representatives of the News Media and Designated Staff shall be Allowed to Attend. Representatives of the News Media are Specifically Directed Not to Report on Any of the Deliberations During the Executive Session. No Decision Will be Made in the Executive Session. Presented by Bob Oberst. 30 MINUTES TO 1 HOUR REQUESTED.

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Wednesday, April 28, 1999 - 11:30 AM  
**(POSSIBLY IMMEDIATELY FOLLOWING THE EXECUTIVE SESSION)**  
Multnomah County Courthouse, Boardroom 602  
1021 SW Fourth Avenue, Portland

## **POSSIBLE WORK SESSION**

WS-4 The Board of Commissioners May Discuss Options for Size and Make-up of a Proposed Jail and the Placement, Configuration and Size of a Proposed Alcohol and Drug Treatment Facility in Open Session Immediately Following the Executive Session.

**Revised 4/23/99**  
Thursday, April 29, 1999 - 9:30 AM  
Multnomah County Courthouse, Boardroom 602  
1021 SW Fourth Avenue, Portland

## **REGULAR MEETING**

### **CONSENT CALENDAR**

#### **DEPARTMENT OF HEALTH**

- C-1 Budget Modification HD 18 Approving an Increase of .75 FTE of Community Health Nurse and a Decrease in Temporary Personnel in the Primary Care Budget; and Approving Changes in .4 FTE Job Classes in the Disease Control Budget, all Funded within the Current Budget
- C-2 Renewal of Intergovernmental Agreement 9910573 with the Oregon Health Division for Research Services for the Healthy Start Initiative Grant

#### **REGULAR AGENDA**

##### **PUBLIC COMMENT**

- R-1 Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.

##### **NON-DEPARTMENTAL**

- R-2 PROCLAMATION Proclaiming the Week of May 2, 1999 as NATIONAL CORRECTIONAL OFFICERS AND EMPLOYEES WEEK in Multnomah County, Oregon

##### **DEPARTMENT OF SUPPORT SERVICES**

- R-3 PROCLAMATION Proclaiming the Month of May, 1999 as APPRENTICESHIP MONTH in Multnomah County, Oregon

##### **DEPARTMENT OF ENVIRONMENTAL SERVICES**

- R-4 PROCLAMATION Proclaiming May 2 through 8, 1999 as BE KIND TO ANIMALS WEEK in Multnomah County, Oregon

Revised 4/23/99

**NON-DEPARTMENTAL**

R-5 RESOLUTION Declaring Support for a Consolidated City-County Information and Referral Service. Presented by City Commissioner Dan Saltzman, County Commissioner Diane Linn and Support Services Director Vickie Gates. 9:45 AM TIME CERTAIN.

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

R-6 PUBLIC HEARING and Consideration of an ORDER Approving the Annexation of Territory to Metro [Boundary Change Proposal No. MU-0299 Annexing Property within Washington County to Metro]

**DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE**

R-7 ORDER Authorizing Execution of Agreement for Lease of Certain Real Property for the Operation of Adult Community Justice Northeast [2205 NE Columbia Blvd., Portland]

**DEPARTMENT OF HEALTH**

R-8 NOTICE OF INTENT to Apply to Robert Wood Johnson for \$150,000 for a Local (Communities in Charge) Planning Grant, to Identify Challenges and Opportunities to Ensure Access to Health Care for Medically Uninsured County Residents.

**COMMISSIONER COMMENT/LEGISLATIVE ISSUES**

R-9 Opportunity (as Time Allows) for Commissioners to Comment on Non-Agenda Items or to Discuss Legislative Issues.

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

R-10 PUBLIC HEARING and Consideration of an ORDER Approving the Annexation of Territory to Metro [Boundary Change Proposal No. MU-0199 Annexing Property within Washington County to Metro]



## Beverly Stein, Multnomah County Chair

Room 1515, Portland Building  
1120 S.W. Fifth Avenue  
Portland, Oregon 97204

Phone: (503) 248-3308  
FAX: (503) 248-3093  
E-Mail: [mult.chair@co.multnomah.or.us](mailto:mult.chair@co.multnomah.or.us)

### MEMORANDUM

TO: Commissioner Diane Linn  
Commissioner Serena Cruz  
Commissioner Lisa Naito  
Commissioner Sharron Kelley  
Office of the Board Clerk

FROM: R. Lytle Martin

DATE: April 9, 1999

RE: Beverly's Absence Board/Briefing meetings

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Chair Stein will be in Cambridge MA on Thursday April 29. She'll be unable to attend the Board meeting scheduled this day.

cc: Chair's Staff

BOARD OF  
COUNTY COMMISSIONERS  
99 APR -9 PM 12:02  
MULTNOMAH COUNTY  
OREGON

BUDGET MODIFICATION NO.

HD 18

(For Clerk's Use) Meeting Date APR 29 1999  
Agenda No. C-1

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

(Date)

DEPARTMENT Health  
CONTACT Kathy Innes

DIVISION Primary Care  
TELEPHONE 248-3056 x27027

\* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD \_\_\_\_\_

SUGGESTED  
AGENDA TITLE (to assist in preparing a description for the printed agenda)

Approve an increase of .75 FTE of Community Health Nurse and a decrease in temporary personnel in the Primary Care budget; approve changes in .4 FTE job classes in the Disease Control budget. All changes are funded from within the current budget.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

Personnel changes are shown in detail on the attached sheet

Adds .75 Community Health Nurse and cuts temporary in the Primary care budget. Cuts .25 Office Assistant and adds .25 Medical Records Technician in the HIV clinic services budget. Cuts .15 HIS 2 and adds .15 HIS/Sr in the STD budget.

3. REVENUE IMPACT (Explain revenues being changed and reason for the change)

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
99 APR 21 PM 1:10

4. CONTINGENCY STATUS (to be completed by Budget & Quality)

Fund Contingency before this modification \_\_\_\_\_

Date

After this modification

Originated By	Date	Department Director	Date
Plan/Budget Analyst	Date	Employee Services	Date
Board Approval	Date		

*Handwritten signatures and dates:*  
 Originated By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Department Director: *Christine G. ...* Date: \_\_\_\_\_  
 Plan/Budget Analyst: *Wendy ...* Date: *4/19/99*  
 Employee Services: *Christanne S. ...* Date: *4/19/99*  
 Board Approval: *Deborah C. ...* Date: *4/29/99*

**PERSONNEL DETAIL FOR BUDGET MODIFICATION NO.**

**HD 18**

**5. ANNUALIZED PERSONNEL CHANGE HD 18** (Compute on a full-year basis even though this action affects only a part of the fiscal year (FY).)

Permanent Positions, Temporary, Overtime, or Premium	JCN	Org	Explanation of Change	ANNUALIZED			TOTAL Increase (Decrease)
				BASE PAY Increase (Decrease)	Increase/(Decrease)		
					Fringe	Ins.	
-1.00	6001	0381	Office Asst 2	(28,040)	(6,508)	(4,952)	(39,500)
1.00	6321	0381	Medical Records Tech	28,040	6,508	4,952	39,500
2.00	6315	0705	Community Health Nur	82,280	20,740	10,600	113,620
1.00	6315	0725	Community Health Nur	47,984	11,136	2,756	61,876
-0.15	6018	0330	Hlth Info Spec 2	(31,062)	(7,302)	(2,892)	(41,256)
0.15	6024	0330	Hlth Info Spec/Sr	29,916	6,762	4,578	41,256
3.00	<b>TOTAL CHANGE (ANNUALIZED)</b>			<b>\$129,118</b>	<b>\$31,336</b>	<b>\$15,042</b>	<b>\$175,496</b>

**6. EAR PERSONNEL DOLLAR CHANGES** 0 (Calculate costs/savings that will take place this FY; these should explain the actual dollar amounts changed by this BudMod.)

Permanent Positions, Temporary, Overtime, or Premium	JCN	Org	Explanation of Change	CURRENT FY			TOTAL Increase (Decrease)
				BASE PAY Increase (Decrease)	Increase/(Decrease)		
					Fringe	Ins.	
-0.25	6001	0381	Office Asst 2	(7,010)	(1,627)	(1,238)	(9,875)
0.25	6321	0381	Medical Records Tech	7,010	1,627	1,238	9,875
0.50	6315	0705	Community Health Nur	20,570	5,185	2,650	28,405
0.25	6315	0725	Community Health Nur	11,996	2,784	689	15,469
-0.15	6018	0330	Hlth Info Spec 2	(5,177)	(1,217)	(482)	(6,876)
0.15	6024	0330	Hlth Info Spec/Sr	4,986	1,127	763	6,876
0.75	<b>TOTAL CURRENT FISCAL YEAR CHANGES</b>			<b>\$32,375</b>	<b>\$7,879</b>	<b>\$3,620</b>	<b>\$43,874</b>

EXPENDITURE					HD 18		ACCOUNTING PERIOD				BUDGET FY	
TRANSACTION EB GM [ ]		TRANSACTION DATE										
Document				Organi-		Reporting		Current	Revised	Change		
Number	Action	Fund	Agency	zation	Activity	Category	Object	Amount	Amount	(Decrease)	Subtotal	Description
		156	015	0705			5100			20,570		
		156	015	0705			5500			5,185		
		156	015	0705			5550			2,650		
		156	015	0725			5100			11,996		
		156	015	0725			5500			2,784		
		156	015	0725			5550			689	43,874	
		156	015	0704			5200			(15,469)		
		156	015	0715			5200			(4,326)		
		156	015	0720			5200			(4,971)		
		156	015	0725			5200			(2,477)		
		156	015	0730			5200			(5,567)		
		156	015	0735			5200			(1,265)		
		156	015	0745			5200			(9,799)	0	
		400	070	7522			6520			3,339		
TOTAL EXPENDITURE CHANGE										3,339		
REVENUE					HD 18		ACCOUNTING PERIOD				BUDGET FY	
TRANSACTION RB GM [ ]		TRANSACTION DATE										
Document				Organi-		Reporting		Current	Revised	Change		
Number	Action	Fund	Agency	zation	Activity	Category	Object	Amount	Amount	(Decrease)	Subtotal	Description
		400	070	7522			6602		3,339	3,339		
									0			
									0			
									0			
									0			
									0			
TOTAL REVENUE CHANGE										3,339	0	



# MULTNOMAH COUNTY, OREGON

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BOARD OF COUNTY COMMISSIONERS  
BEVERLY STEIN  
DIANE LINN  
SERENA CRUZ  
LISA NAITO  
SHARRON KELLEY

HEALTH DEPARTMENT  
BUSINESS SERVICES  
426 SW STARK  
PORTLAND, OR 97204  
PHONE (503) 248-3056

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TO: Board of County Commissioners

FROM: Tom Fronk

TODAY'S DATE: April 19, 1999

REQUESTED PLACEMENT DATE: April 29, 1999

SUBJECT: Health Budget Modification Number 18

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**I. Recommendation / Action Requested:**

Approve an increase of .75 FTE of Community Health Nurse and a decrease in temporary personnel in the Primary Care budget; approve changes in .4 FTE job classes in the Disease Control budget. All changes are funded from within the current budget.

**II. Background / Analysis:**

Adds .75 Community Health Nurse and cuts temporary in the Primary care budget. Cuts .25 Office Assistant and adds .25 Medical Records Technician in the HIV clinic services budget. Cuts .15 HIS 2 and adds .15 HIS/Sr in the STD budget.

**III. Financial Impact:** NA

**IV. Legal Issues:** NA

**V. Controversial Issues:** NA

**VI. Link to Current County Policies:** NA

**VII. Citizen Participation:** NA

**VIII. Other Government Participation:** NA

MEETING DATE: APR 29 1999

AGENDA NO.: C-2

ESTIMATED START TIME: 9:30

(Above space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Intergovernmental Agreement with Oregon Health Division

BOARD BRIEFING

Date Requested: \_\_\_\_\_

Requested By: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING

Date Requested: \_\_\_\_\_

Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health

DIVISION: Neighborhood Health Division

CONTACT: \* Shirley Orr

TELEPHONE #: x24966

BLDG/ROOM #: 322

PERSON(S) MAKING PRESENTATION: Consent Calendar

**ACTION REQUESTED:**

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

**SUGGESTED AGENDA TITLE:**

Renewal of Intergovernmental Agreement #9910573 with the Oregon Health Division for research services for the Healthy Start Initiative grant.

4/29/99 ORIGINALS TO MARIANNE METZGER

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_

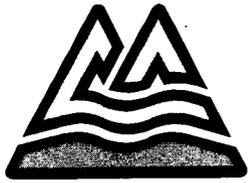
Or

DEPARTMENT MANAGER: \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
99 APR 16 PM 3:45  
MULTNOMAH COUNTY  
OREGON

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

Any Questions: Call the Board Clerk at 248-3277



# MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT  
BUSINESS SERVICES DIVISION  
426 SW STARK, 7TH FLOOR  
PORTLAND, OREGON 97204-2394  
(503) 248-3056  
FAX (503) 248-3015  
TDD (503) 248-3816

BOARD OF COUNTY COMMISSIONERS  
BEVERLY STEIN • CHAIR OF THE BOARD  
DIANE LINN • DISTRICT 1 COMMISSIONER  
SERENA CRUZ • DISTRICT 2 COMMISSIONER  
LISA NAITO • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

## MEMORANDUM

**Date:** April 8, 1999  
**To:** Board of County Commissioners  
**Via:**  Gary Oxman, M.D., Acting Director, Health Department  
**From:** Pat Foley, Acting Director, Neighborhood Health Division  
**Subject:** Contract #9910573 with Oregon Health Division for research services for the Healthy Start Initiative grant

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HONOR CULTURE, CELEBRATE DIVERSITY AND INSPIRE QUALITY

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- I. Recommendation/Action Requested: The Health Department recommends Board ratification of Contract #9910573 with Oregon Health Division for the period September 1, 1998, through August 31, 1999.
- II. Background/Analysis: This agreement has been renewed annually since 1989. The Oregon Health Division will continue to assume responsibility for the required research and evaluation components of the Health Department's various grants. The renewal was delayed pending finalization of the dollar amounts for this year's grants, but the Health Division has provided services continuously since the last agreement expired August 31, 1998.  

Past agreements covered services for various grants as one contract. The agreements are being renewed as separate contracts so individual agreements match the grant year. This agreement is retroactive to September 1, 1998.
- III. Financial Impact: The County will pay the Oregon Health Division a maximum of \$125,150. This agreement is fully funded by the grant for which the services are required.
- IV. Legal Issues: None
- V. Controversial Issues: None
- VI. Link to Current County Policies: Continuing to collaborate with community agencies in the provision of health care.
- VII. Citizen Participation: None
- VIII. Other Government Participation: None

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedure CON-1)

Pre-approved Contract Boilerplate (with County Counsel signature)  Attached  Not Attached Contract #: 9910573  
 Amendment #: \_\_\_\_\_

<p style="text-align: center;"><b>CLASS I</b></p> <p><input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption)</p> <p><input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption)</p> <p><input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000</p> <p style="margin-left: 20px;"><input type="checkbox"/> Expenditure</p> <p style="margin-left: 20px;"><input type="checkbox"/> Revenue</p> <p><input type="checkbox"/> Architectural &amp; Engineering not to exceed \$10,000 (for tracking purposes only)</p>	<p style="text-align: center;"><b>CLASS II</b></p> <p><input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)</p>	<p style="text-align: center;"><b>CLASS III</b></p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000</p> <p style="margin-left: 20px;"><input checked="" type="checkbox"/> Expenditure</p> <p style="margin-left: 20px;"><input type="checkbox"/> Revenue</p> <p style="text-align: center;"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p>AGENDA # <u>C-2</u> DATE <u>4/29/99</u></p> <p style="text-align: center;"><u>DEB BOGSTAD</u> <b>BOARD CLERK</b></p>
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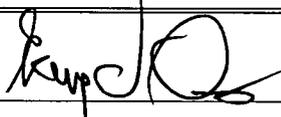
Department: Health Department Division: Neighborhood Health Services Date: 04/07/99  
 Originator: Shirley Orr Phone: x24966 Bldg/Rm: 322  
 Contact: Marianne Metzger Phone: x26207 Bldg/Rm: 160/7

Description of Contract:  
 Provide research services required by the Health Department's Healthy Start Initiative grant.

RENEWAL:  PREVIOUS CONTRACT NO(S): 104152, 104062, 201323, 201244, 201705, 200986, 200897, 201168  
 RFP/BID: \_\_\_\_\_ RFP/BID DATE: \_\_\_\_\_  
 EXEMPTION NO/DATE: \_\_\_\_\_ EXEMPTION EXPIRATION DATE: \_\_\_\_\_ ORS/AR #: \_\_\_\_\_  
 CONTRACTOR IS:  MBE  WBE  ESB  QRF  N/A  NONE (Check all boxes that apply)

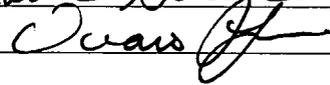
<p>Contractor <u>Oregon Health Division</u>  <u>Center for Disease Prevention &amp; Epidemiology</u>                  Address <u>800 NE Oregon Street #21, Suite 730</u>  <u>Portland, Oregon 97232</u></p> <p>Phone <u>731-4434</u></p> <p>Employer ID# or SS# <u>93-6001752</u></p> <p>Effective Date <u>September 1, 1998</u></p> <p>Termination Date <u>August 31, 1999</u></p> <p>Original Contract Amount \$ <u>125,150</u></p> <p>Total Amt of Previous Amendments \$ <u>n/a</u></p> <p>Amount of Amendment \$ <u>n/a</u></p> <p>Total Amount of Agreement \$ <u>125,150</u></p>	<p><u>Mike Stark, Program Design Evaluation Services</u>  <u>Niki Pope, Business Manager</u>                  Remittance address _____                  (If different) _____</p> <p>Payment Schedule / Terms</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30</p> <p><input checked="" type="checkbox"/> Other \$ <u>(quarterly invoice)</u> <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
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REQUIRED SIGNATURES:

Department Manager  DATE 4.17.99

Purchasing Manager \_\_\_\_\_ DATE \_\_\_\_\_  
 (Class II Contracts Only)

County Counsel  DATE 4/16/99

County Chair  Diane Linn, Vice-Chair DATE April 29, 1999

Sheriff \_\_\_\_\_ DATE \_\_\_\_\_

Contract Administration \_\_\_\_\_ DATE \_\_\_\_\_  
 (Class I, Class II Contracts only)

LGFS VENDOR CODE GV1342A						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01	156	015	0493			6060		0440	Evaluation		
02											
03											

Rev. 2/12/98 DIST: Original - Contract Administration, Contractor, HD Contracts Unit; CC.- HD Program Manager, Finance, HD Payables/Receivables

**INTERGOVERNMENTAL AGREEMENT  
FOR HEALTHY START INITIATIVE PROGRAM EVALUATION SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT is between MULTNOMAH COUNTY, acting by and through its Health Department, hereafter "COUNTY" and THE STATE OF OREGON, acting by and through its Health Division, hereafter "STATE."

WITNESSETH:

WHEREAS, COUNTY is in receipt of a grant from the federal Department of Health and Human Services, Health Resources and Services Administration (HRSA), for Healthy Start Initiative services for the period September 1, 1998, through August 31, 1999; and

WHEREAS, COUNTY requires research services for this grant which STATE is capable of providing, under the terms and conditions hereinafter described; and

WHEREAS, STATE is able and prepared to provide such research services as COUNTY does hereinafter require, under those terms and conditions set forth;

NOW THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. TERM

This Agreement shall become effective when fully executed retroactive to September 1, 1998, and shall expire August 31, 1999, unless sooner terminated under the provisions hereof.

2. SERVICES

STATE's Program Design and Evaluation Services Unit will provide the following services under this Agreement:

- A. Assume responsibility for all required research components related to COUNTY's Healthy Start Initiative grant (hereafter "the Grant") from the federal Health Resources and Services Administration (hereafter "the Grantor")
- B. Provide technical assistance in the area of research design to COUNTY's program staff.
- C. Serve as a consultant regarding the implementation and evaluation of new interventions.
- D. Provide regular reports to COUNTY outlining information required by COUNTY for ongoing quality assurance and process evaluation.
- E. Assist in the compilation of all progress reports required by the Grantor.
- F. Represent COUNTY, at COUNTY's direction, in all negotiations with the Grantor which involve the research components of the Grant.
- G. Transmit to the Grantor (or their designee) in a timely manner all data collected by COUNTY or STATE for this Grant.
- H. Assist in the development of continuation grant applications.

I. Comply with all special terms and conditions of the Grant as outlined by the Grantor.

3. COMPENSATION

A. COUNTY agrees to pay STATE a maximum of \$125,150 for the performance of those services provided hereunder, which payment shall be subject to the following terms:

- 1) Payment shall be based on the budget attached to this Agreement as Exhibit A, incorporated herein by reference.
- 2) COUNTY shall reimburse STATE quarterly upon receipt of a quarterly expenditure report. Reports shall be submitted to:

Shirley Orr, BSN, RN, Field Manager  
Multnomah County Health Department  
5329 NE Martin Luther King Jr. Blvd  
Portland, OR 97211

B. COUNTY certifies that sufficient funds are available and authorized to finance the costs of this Agreement through the fiscal year ending June 30, 1999. In the event that funds cease to be available to COUNTY in the amounts anticipated during the remainder of the fiscal year, or in the event that sufficient funds are not approved and authorized in the next fiscal year, either COUNTY or STATE may terminate the Agreement or the parties by mutual agreement may reduce Agreement funding accordingly. COUNTY will notify STATE as soon it receives notification from funding source. Reduction or termination will not affect payment for expenses incurred prior to the effective date of such action.

C. STATE shall submit all invoices for services provided under this Agreement within 45 days after the end of the Agreement period. COUNTY shall not be responsible for payment of invoices submitted more than 45 days after the end of the Agreement period.

**INTERGOVERNMENTAL AGREEMENT  
STANDARD CONDITIONS**

1. INDEPENDENT CONTRACTOR STATUS

STATE is an independent contractor and is solely responsible for the conduct of its programs. STATE, its employees and agents shall not be deemed employees or agents of COUNTY.

2. INDEMNIFICATION

A. STATE shall defend, hold and save harmless COUNTY, its officers, agents, and employees from damages arising out of the tortious acts of STATE, or its officers, agents, and employees acting within the scope of their employment and duties in performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and any applicable provisions of the Oregon Constitution.

B. COUNTY shall defend, hold and save harmless STATE, its officers, agents, and employees from damages arising out of the tortious acts of COUNTY, or its officers, agents, and employees acting within the scope of their employment and duties in performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and any applicable provisions of the Oregon Constitution.

3. WORKERS' COMPENSATION INSURANCE

STATE shall maintain workers' compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier-insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes.

4. TAXPAYER IDENTIFICATION NUMBER

STATE shall furnish to COUNTY its federal employer identification number, as designated by the Internal Revenue Service.

5. SUBCONTRACTS AND ASSIGNMENT

STATE shall neither subcontract with others for any of the work prescribed herein, nor assign any of STATE's rights acquired hereunder without obtaining prior written approval from COUNTY. COUNTY by this Agreement incurs no liability to third persons for payment of any compensation provided herein to STATE.

6. RECORD CONFIDENTIALITY

COUNTY and STATE agree to keep all client records confidential in accordance with state and federal statutes and rules governing confidentiality.

7. ACCESS TO RECORDS

STATE agrees to permit authorized representatives of COUNTY, and/or the applicable federal or state government audit agency, to make such review of the records of STATE as COUNTY or auditor may deem necessary to satisfy audit and/or program evaluation purposes. STATE shall permit authorized representatives of COUNTY's Health Department to site-visit all programs covered by this Agreement. Agreement costs disallowed as the result of such audits, review or site visits will be the sole responsibility of STATE. If an Agreement cost is disallowed after reimbursement has occurred, STATE will make prompt repayment of such cost.

8. ADHERENCE TO LAW

- A. STATE shall adhere to all applicable laws governing its relationship with its employees, including but not limited to laws, rules, regulations and policies concerning workers' compensation, and minimum and prevailing wage requirements.
- B. STATE shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions or privileges or employment, nor shall any person be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity because of such individual's race, color, religion, sex, national origin, age or handicap. In that regard, STATE must comply with all applicable provisions of Executive Order Number 11246 as amended by Executive Order Number 11375 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d)) and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 CFR 84.4 and the Americans with Disabilities Act of 1990, Public Law Number 101-336 and all enacting regulations of the EEOC and Department of Justice. STATE will also comply with all applicable rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provision of ORS Chapter 659.

9. MODIFICATION

- A. In the event that COUNTY's Agreement obligation is amended by a federal- or state-initiated change, COUNTY shall amend this Agreement through written notification of changes sent to STATE by mail. STATE shall return to COUNTY within twenty (20) working days a signed acknowledgment of receipt of COUNTY's notification document.
- B. Any other amendments to the provisions of this Agreement, whether initiated by COUNTY or STATE, shall be reduced to writing and signed by both parties.

10. WAIVER OF DEFAULT

Waiver of a default shall not be deemed to be a waiver of any subsequent default. Waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the provisions of this Agreement

11. EARLY TERMINATION

- A. Violation of any of the rules, procedures, attachments, or conditions of this Agreement may, at the option of either party, be cause for termination of the Agreement and, unless and until corrected, of funding support by COUNTY and services by STATE, or be cause for placing conditions on said funding and/or service, which may include withholding of funds. Waiver by either party of any violation of this Agreement shall not prevent said party from invoking the remedies of this paragraph for any succeeding violations of this Agreement.
- B. This Agreement may be terminated by either party by sixty (60) days prior written notice to the other party, delivered by certified mail or in person.
- C. COUNTY may terminate this Agreement immediately, effective upon delivery of written notice to STATE by certified mail or in person, under any of the following conditions:
  - 1) Upon denial, revocation, suspension or non-renewal of any license or certificate required by law or regulation to be held by STATE to provide a service under this Agreement.

- 2) If STATE fails to begin services on the date specified in this Agreement, or if STATE fails to continue to provide service for the entire Agreement period.
- 3) If COUNTY has evidence that STATE has endangered or is endangering the health and safety of clients/residents, staff, or the public.
- D. If the Agreement is terminated under this paragraph, COUNTY shall pay STATE only for services provided in accordance with the Agreement through the day of termination.
- E. Termination under any provision of this paragraph shall not affect any right, obligation or liability of STATE or COUNTY which accrued prior to such termination.

12. NOTICE OF LITIGATION

Each party shall give the other immediate notice in writing of any action or suit filed or any claim made against that party which may result in litigation in any way related to this Agreement.

13. OREGON LAW AND FORUM

This Agreement shall be construed and governed according to the laws of the State of Oregon.

14. INTEGRATION

This Agreement contains the entire Agreement between the parties pertaining to its subject matter and supersedes all prior written or oral discussions or agreements.

15. CERTIFICATION REGARDING LOBBYING

- A. STATE certifies, to the best of STATE's knowledge and belief, that no federally appropriated funds have been paid or will be paid, by or on behalf of STATE, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, STATE shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

16. OMB CIRCULAR A-128

If STATE is a sub-recipient of federal funds passed through COUNTY, STATE shall submit to COUNTY an annual federal compliance audit in conformity with OMB Circular A-128 and the federal Single Audit Act of 1984.

IN WITNESS WHEREOF, the parties have caused this Agreement, including the Standard Conditions and any attachments incorporated herein, to be executed by their duly authorized officers.

STATE OF OREGON

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

93-6001752  
Contractor's Federal Tax ID Number

MULTNOMAH COUNTY

By *Juan M...*  
for Beverly Stein, Chair Multnomah County  
Date April 29, 1999

By *[Signature]*  
Gary Oxman, M.D., Acting Director  
Health Department  
Date 4.12.99

By *[Signature]*  
Shirley Orr, Program Manager  
Date 4-12-99

REVIEWED:  
Thomas Sponsler, County Counsel for  
Multnomah County, Oregon  
By *[Signature]*  
Katie Gaetjens, Assistant County Counsel  
Date 4/16/99

**APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-2 DATE 4/29/99  
DEB BOGSTAD  
BOARD CLERK**

**EXHIBIT A**  
**Oregon Health Division**  
**Budget for Research Services**  
**Healthy Start Project Evaluation**  
**September 1, 1998 - August 31, 1999**

<b>Personnel</b>	
<b>Salaries</b>	
Research Analyst 3 - 1.0 FTE for 8 months (1/199 - 8/31/99)	30,920
Research Analyst 3 - 1.0 FTE	37,920
<b>Fringe Benefits @ 37.42%</b>	25,760
Principle Investigator - 0.2 FTE (Stationed @ OHD)	
Office Assistant - 0.5 FTE (County employee, stationed @ OHD)	
<b>Subtotal:</b>	<b>94,600</b>
<b>Staff Training</b>	<b>1,500</b>
All S&M Expenses cover 2.2 total FTE	
<b>Materials &amp; Services</b>	
Desktop Computer	3,000
Office Expenses, supplies, duplicating, etc.	2,772
Dividers and furniture	3,000
State Government Service Charge @\$444/yr/FTE	977
Intra-Agency ISS Charge	2,466
Rent @ \$1.01/sq ft/FTE/month X140 sq ft	3,733
Telephone/FAX/Long Distance @\$85/mo/FTE	2,244
<b>Subtotal:</b>	<b>18,192</b>
<b>Total Direct Costs</b>	<b>114,292</b>
<b>Indirect Costs (9.5%)</b>	<b>10,858</b>
<b>Total Budget</b>	<b>125,150</b>

**SPEAKER SIGN UP CARDS**

DATE 4-29-99

NAME ROGER TROEN

ADDRESS 4226 N MONTANA AV.

PORTLAND, OR 97217

PHONE 503/287-7894

SPEAKING ON AGENDA ITEM NUMBER OR

TOPIC RR TRACKS ON INTERSTATE AV.

GIVE TO BOARD CLERK JR4

MEETING DATE: April 29, 1999  
AGENDA NO: R-2  
ESTIMATED START TIME: 9:30 AM

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Proclamation declaring the week of May 2, 1999 to be National Correctional Officers and Employees Week in Multnomah County, Oregon

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_  
REQUESTED BY: \_\_\_\_\_  
AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: April 29, 1999  
AMOUNT OF TIME NEEDED: 3 minutes

DEPARTMENT: Non-Departmental DIVISION: Commissioner Sharron Kelley

CONTACT: Robert Trachtenberg TELEPHONE #: 248-5213  
BLDG/ROOM #: 106/1500

PERSON(S) MAKING PRESENTATION: Commissioner Sharron Kelley

ACTION REQUESTED:

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

SUGGESTED AGENDA TITLE:

Proclamation declaring the week of May 2, 1999 to be  
"National Correctional Officers and Employees Week"  
in Multnomah County, Oregon

4/29/99 ORIGINAL TO DAN OLOHAM, COPY  
TO SHARRON KELLEY

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Sharron Kelley  
(OR)  
DEPARTMENT  
MANAGER: \_\_\_\_\_

BOARD OF  
COUNTY COMMISSIONERS  
99 APR 16 AM 11:22  
MULTNOMAH COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM BRIEFING  
STAFF REPORT SUPPLEMENT**

---

TO: Board of County Commissioners  
FROM: Commissioner Sharron Kelley  
RE: Proclamation declaring the week of May 2, 1999 to be "National  
Correctional Officers and Employees Week" in Multnomah County, Oregon  
Today's Date: April 16, 1999  
Requested Placement Date: April 29, 1999

---

I. Recommendation / Action Requested

Approve proclamation declaring the week of May 2, 1999 to be "National Correctional Officers and Employees Week" in Multnomah County, Oregon

I. Background / Analysis

See findings.

II. Financial Impact

N/A

III. Legal Issues.

None

V. Controversial Issues

None

VI. Link to Current County Policies

Public safety benchmark as well as policy of making the County an excellent place to work.

VII. Citizen Participation

N/A

VIII. Other Government Participation

N/A

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

PROCLAMATION NO. \_\_\_\_\_

Proclaiming the week of May 2, 1999 as "National Correctional Officers and Employees Week" in Multnomah County, Oregon

The Multnomah County Board of Commissioners Finds:

- a. The operation of correctional facilities represents a crucial component of our criminal justice system.
- b. Correctional personnel play a vital role in protecting the rights of the public to be safeguarded from criminal activity.
- c. Correctional personnel are responsible for the care, custody, and dignity of the human beings charged to their care.
- d. Correctional personnel work under demanding circumstances and face danger in their work lives.
- e. Correctional personnel provide a wide range of counseling, treatment, and work-related opportunities for inmates to break the cycle of criminal conduct.

The Multnomah County Board of Commissioners Proclaims:

The Multnomah County Board of Commissioners hereby proclaims the week of May 2, 1999 as "National Correctional Officers and Employees Week".

Adopted this 29th day of April, 1999.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

---

Beverly Stein, Chair

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

**PROCLAMATION NO. 99-69**

Proclaiming the week of May 2, 1999 as "National Correctional Officers and Employees Week" in Multnomah County, Oregon

The Multnomah County Board of Commissioners Finds:

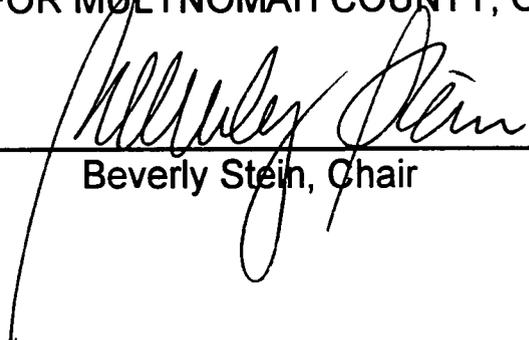
- a. The operation of correctional facilities represents a crucial component of our criminal justice system.
- b. Correctional personnel play a vital role in protecting the rights of the public to be safeguarded from criminal activity.
- c. Correctional personnel are responsible for the care, custody, and dignity of the human beings charged to their care.
- d. Correctional personnel work under demanding circumstances and face danger in their work lives.
- e. Correctional personnel provide a wide range of counseling, treatment, and work-related opportunities for inmates to break the cycle of criminal conduct.

The Multnomah County Board of Commissioners Proclaims:

The Multnomah County Board of Commissioners hereby proclaims the week of May 2, 1999 as "National Correctional Officers and Employees Week".

Adopted this 29th day of April, 1999.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
\_\_\_\_\_  
Beverly Stein, Chair



MEETING DATE: APR 29 1999  
AGENDA NO: R-3  
ESTIMATED START TIME: 9:35

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: PROCLAIMING THE MONTH OF MAY 1999 AS APPRENTICESHIP MONTH

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_  
REQUESTED BY: \_\_\_\_\_  
AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: APRIL 29, 1999  
AMOUNT OF TIME NEEDED: 5 MINUTES

DEPARTMENT: DSS DIVISION: FINANCE/CONTRACT COMPLIANCE OFF.

CONTACT: JERRY WALKER TELEPHONE #: x26699  
BLDG/ROOM #: 421/1

PERSON(S) MAKING PRESENTATION: JERRY WALKER, CONTRACT ADMINISTRATOR

ACTION REQUESTED:

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

SUGGESTED AGENDA TITLE:

PROCLAMATION: Proclaiming the Month of May 1999 as Apprenticeship Month

*4/26/99 ORIGINAL to Jan Thompson;  
COPY to FRANNA HATHAWAY*

SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_  
(OR)  
DEPARTMENT \_\_\_\_\_  
MANAGER: *Vickie S. Gates*

BOARD OF  
COUNTY COMMISSIONERS  
MULTI-NOMINAL COUNTY  
OREGON  
99 APR -9 PM 12:45

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**PROCLAMATION NO. \_\_\_\_\_**

Proclaiming the Month of May 1999 as Apprenticeship Month

**The Multnomah County Board of County Commissioners Finds:**

- a. The development of the County's skilled craftworkers is of vital importance to the continued economic growth of Multnomah County.
- b. A concomitant growth in the versatility and competence of the County's skilled craftworkers is required to meet the challenges presented by growing scientific and technological knowledge and the growing demands upon limited natural resources.
- c. The Bureau of Apprenticeship and Training of the U.S. Department of Labor, the Oregon Bureau of Labor and Industries, the Oregon Building Congress and the Oregon Construction Workforce Alliance seek to help achieve, through cooperative effort, a highly skilled work force capable of meeting the County's economic and security goals.
- d. The Bureau of Apprenticeship and Training and the Oregon Bureau of Labor and Industries bring together and stimulate those responsible for training to provide equal opportunities for all qualified individuals to acquire needed skills without regard to race, creed, sex, ethnic origin, or physical handicaps, thus increasing the employment opportunities, earning abilities, and economic security of the individual worker.
- e. The City/County Workforce Training and Hiring Program has provided opportunities for over 400,000 hours of apprenticeship on City and County construction projects during the past four years.

**The Multnomah County Board of County Commissioners Proclaims:**

1. May 1999 as APPRENTICESHIP MONTH IN MULTNOMAH COUNTY, and urge employers and union organizations not now hiring apprentices to take appropriate steps to assure development of skilled workers in our community, and those training apprentices to strengthen and expand their programs.

ADOPTED this 29th day of April 1999.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

---

Beverly Stein, Chair

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**PROCLAMATION NO. 99-70**

Proclaiming the Month of May 1999 as Apprenticeship Month

**The Multnomah County Board of County Commissioners Finds:**

- a. The development of the County's skilled craftworkers is of vital importance to the continued economic growth of Multnomah County.
- b. A concomitant growth in the versatility and competence of the County's skilled craftworkers is required to meet the challenges presented by growing scientific and technological knowledge and the growing demands upon limited natural resources.
- c. The Bureau of Apprenticeship and Training of the U.S. Department of Labor, the Oregon Bureau of Labor and Industries, the Oregon Building Congress and the Oregon Construction Workforce Alliance seek to help achieve, through cooperative effort, a highly skilled work force capable of meeting the County's economic and security goals.
- d. The Bureau of Apprenticeship and Training and the Oregon Bureau of Labor and Industries bring together and stimulate those responsible for training to provide equal opportunities for all qualified individuals to acquire needed skills without regard to race, creed, sex, ethnic origin, or physical handicaps, thus increasing the employment opportunities, earning abilities, and economic security of the individual worker.
- e. The City/County Workforce Training and Hiring Program has provided opportunities for over 400,000 hours of apprenticeship on City and County construction projects during the past four years.

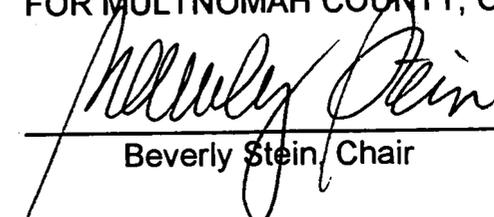
**The Multnomah County Board of County Commissioners Proclaims:**

1. May 1999 as APPRENTICESHIP MONTH IN MULTNOMAH COUNTY, and urge employers and union organizations not now hiring apprentices to take appropriate steps to assure development of skilled workers in our community, and those training apprentices to strengthen and expand their programs.

ADOPTED this 29th day of April 1999.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
\_\_\_\_\_  
Beverly Stein, Chair

MEETING DATE: APR 29 1999  
AGENDA NO: R-4  
ESTIMATED START TIME: 9:40

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Be Kind To Animals Week

BOARD BRIEFING: DATE REQUESTED \_\_\_\_\_  
REQUESTED BY: \_\_\_\_\_  
AMOUNT OF TIME NEEDED \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: April 29, 1999  
AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Animal Control

CONTACT: Hank Miggins TELEPHONE #: x83790 x234  
BLDG/ROOM #: 324

PERSON(S) MAKING PRESENTATION: Hank Miggins

**ACTION REQUESTED:**

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

**SUGGESTED AGENDA TITLE:**

Be Kind To Animal Weeks in Multnomah County, Oregon

4/29/99 ORIGINAL to Jolene Scott, copy to Hank Miggins

BOARD OF  
COUNTY COMMISSIONERS  
99 APR 21 AM 8:49  
MULTNOMAH COUNTY  
OREGON

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_  
(OR)  
DEPARTMENT  
MANAGER: [Signature] E. L. Nicholas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**PROCLAMATION NO. \_\_\_\_\_**

Proclaiming May 2 through 8, 1999 as Be Kind to Animals Week in Multnomah County, Oregon

**The Multnomah County Board of Commissioners Finds:**

- a. We have been endowed, not only with the benefits of our animal friends, who give us companionship and great pleasure in our daily lives, but also with a firm responsibility to protect these fellow creatures, with whom we share the earth, from need, pain, fear, and suffering.
- b. We recognize that instilling attitudes of kindness, consideration, and respect for all living things through humane education in the schools and the community helps to provide the basic values on which a humane and civilized society is built.
- c. The people in this community are deeply indebted to their animal care and control agencies for their invaluable contribution in caring for lost and unwanted animals, promoting a true working spirit of kindness and consideration for animals in the minds and hearts of all people.
- d. The first full week of May has been set as the annual celebration of the national week of observing the philosophy of kindness to the animals for the 84th year.

**The Multnomah County Board of Commissioners Proclaims:**

The week of May 2 through 8, 1999 is "Be Kind to Animals Week in Multnomah County, Oregon" and the Board encourages all citizens to take a personal interest in increasing their awareness of instilling attitudes of kindness, consideration for animals in the minds and hearts of all people

Adopted this 29th day of April 1999.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

---

Beverly Stein, Chair

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**PROCLAMATION NO. 99-71**

Proclaiming May 2 through 8, 1999 as Be Kind to Animals Week in Multnomah County, Oregon

**The Multnomah County Board of Commissioners Finds:**

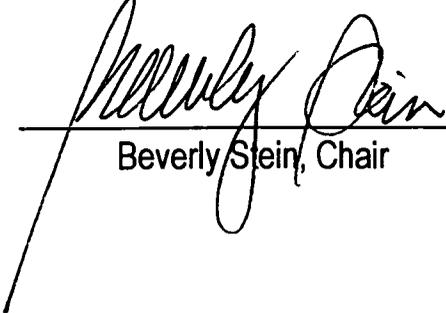
- a. We have been endowed, not only with the benefits of our animal friends, who give us companionship and great pleasure in our daily lives, but also with a firm responsibility to protect these fellow creatures, with whom we share the earth, from need, pain, fear, and suffering.
- b. We recognize that instilling attitudes of kindness, consideration, and respect for all living things through humane education in the schools and the community helps to provide the basic values on which a humane and civilized society is built.
- c. The people in this community are deeply indebted to their animal care and control agencies for their invaluable contribution in caring for lost and unwanted animals, promoting a true working spirit of kindness and consideration for animals in the minds and hearts of all people.
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**The Multnomah County Board of Commissioners Proclaims:**

The week of May 2 through 8, 1999 is "Be Kind to Animals Week in Multnomah County, Oregon" and the Board encourages all citizens to take a personal interest in increasing their awareness of instilling attitudes of kindness, consideration for animals in the minds and hearts of all people

Adopted this 29th day of April 1999.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair



**SPEAKER SIGN UP CARDS**

DATE 4-29-99  
NAME JUDY WINDLER  
ADDRESS 4900 North Lamar  
Austin Tx  
PHONE 512-424-6540  
SPEAKING ON AGENDA ITEM NUMBER OR  
TOPIC INFORMATION AND Referral  
GIVE TO BOARD CLERK 211

**SPEAKER SIGN UP CARDS**

DATE April 29, 1999  
NAME ellen evans  
ADDRESS 922 S. Washington  
Alexandria, Virginia  
PHONE 703 836 7100 ✓  
SPEAKING ON AGENDA ITEM NUMBER OR  
TOPIC Information & Referral  
GIVE TO BOARD CLERK

MEETING DATE: APR 29 1999  
AGENDA NO: R-5  
ESTIMATED START TIME: 9:45

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Declaring Support for a Consolidated City-County Information & Referral Service

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_  
REQUESTED BY: \_\_\_\_\_  
AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: April 29, 1999  
AMOUNT OF TIME NEEDED: 15 minutes

DEPARTMENT: Non-dep't'l DIVISION: Commissioner Linn

CONTACT: Ramsay Weit TELEPHONE #: 248-5137  
BLDG/ROOM #: 106/1500

PERSON(S) MAKING PRESENTATION: City Commisisoner Dan Saltzman, County Commissioner Linn, Vicki Gates

ACTION REQUESTED:

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

SUGGESTED AGENDA TITLE:

Declaring Support for a consolidated City-County Information & Referral Service

4/29/99 copies to Commissioners  
Dan Saltzman, Diane Linn & Vicki Gates

SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_  
(OR)  
DEPARTMENT  
MANAGER: \_\_\_\_\_

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
99 APR 19 PM 12:58

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES



**Diane Linn, Multnomah County Commissioner**  
DISTRICT ONE

## **SUPPLEMENTAL STAFF REPORT**

TO: Board of County Commissioners

FROM: Commissioner Linn

DATE: April 29, 1999

RE: Declaring Support for a consolidated City-County Information & Referral Service

1. Recommendation/Action Requested:

Approval of the Resolution directing staff to actively pursue a functional consolidation to be housed at the City, effective July 1, 1999.

2. Background/Analysis:

Both the City and the County maintain information and referral lines and staffing. Many calls are received by each office that are unintentionally meant for the other. Often inter-governmental referrals are technologically or practically difficult. Callers are not always aware which government is responsible for which service.

3. Financial Impact:

Technical adjustments may be required of existing systems.  
Estimated impact:

4. Legal Issues:

None known of.



5. Controversial Issues:

None known of.

6. Link to Current County Policies:

Improves access to and quality of customer service by simplifying the process.

7. Citizen Participation:

Citizen access to Multnomah County is the basis for the effort. Citizen support for current information and referral services is strong as reflected by feedback received at the Office of Neighborhood Involvement.

8. Other Government Participation:

The City of Portland developed an enhanced I&R service in 1994 to dedicate resources and staff to a single phone line with an easy dial number to refer citizens to the right number/person the first time and provide simple answers to simple questions. The service has been a great success both for citizens and for city bureaus. Talks between the City and County have occurred for over four years about the prospect of incorporating the County into the service. This resolution is designed to express the political and policy support for the consolidation and make it a reality.

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 99-67

Declaring Support for a consolidated City-County Information and Referral Service

The Multnomah County Board of Commissioners Finds:

- a. Both the City of Portland and Multnomah County are committed to providing easy access to citizens and one-stop service to those seeking assistance.
- b. Many callers are unclear which jurisdiction provides the service they seek or has the information they need.
- c. Centralizing the information and referral functions of the two jurisdictions will simplify access for the public and produce efficiencies across local government lines.
- d. The ability to provide timely and accurate information to a broad range of public callers is a skill held in high regard by the City and County and its visibility should be enhanced by consolidating the two existing government functions.
- e. The Healthy Communities Council, the Network of Information and Referral Agencies, and the Alliance of Information and Referral Systems have identified the need for coordinated telephone access to connect citizens to community services. An effort to designate 211 as a national telephone line for citizens to provide a gateway to all information and referral, hot line, and special phone services is being pursued at this time.

The Multnomah County Board of Commissioners Resolves:

1. To direct staff to join with colleagues from the City of Portland in pursuing a functional consolidation of the Information and Referral operations of the City and County at the City of Portland.
2. To receive a report from County staff on the progress of this consolidation initiative sixty days from passage of this Resolution.

Approved this 29th day of April, 1999.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
for Beverly Stein, Chair

REVIEWED:

Thomas Sponsler, County Counsel  
For Multnomah County, Oregon

By   
Thomas Sponsler, Assistant County Counsel



**TO:** Board of County Commissioners

**FROM:** Dept. of Environmental Services - Local Government Boundary Office

**Date:** March 29, 1999

**RE:** Boundary Change Proposal No. MU-0299, Annexation to Metro

1. Recommendation/Action Requested: Approval With Modification
2. Background/Analysis: See Attached Staff Report
3. Financial Impact: None
4. Legal Issues: None
5. Controversial Issues: None
6. Link to Current County Policies: None (This annexation lies in Washington County. Its relationship to the Washington County Comprehensive Plan is covered in the attached staff report.)
7. Citizen Participation: Notice of this hearing invites testimony from any interested party. Notice consisted of: 1) Posting 3 notices near the territory and one notice in the County Courthouse 45 days prior to the hearing; 2) Publishing notice twice in the Valley Times; 3) Mailed notice sent to affected local governments, all property owners within 500 feet of the area to be annexed and to the affected neighborhood group (Wash. Co. CPO # 7).
8. Other Government Participation: None, except as noted above, possible participation in hearing

## NOTES ON STAFF REPORT AND PROPOSED ORDER

Because the boundary review process is new, the following notes will be included with the first few proposals presented to the Board.

### Legal Framework

The legal framework for review of boundary change proposals by the Board is composed of three parts. Oregon Revised Statutes Chapter 198 (ORS 198) lays out the general process including the minimum requirements for initiating a proposal, components of the initiating petition, notice requirements and timelines for processing and filing approved boundary changes. Some criteria for decision-making, particularly with regard to possible modifications, are specified in ORS 198.

Metro Code Chapter 3.09 provides additional, and generally speaking, more detailed rules and criteria for boundary change review. These rules and criteria are in addition to the ORS 198 requirements. Also these rules and criteria only apply to boundary changes (such as the current proposal) which are inside the Metro boundary or identified urban reserve areas. The Metro code calls for wider notice of hearings and decisions and longer periods of time between the notice and the event. The Code requires a staff report which addresses specific factors such as compliance with regional and local plans. Also mandated are approval orders with findings of fact and conclusions based on those facts. Finally the Metro Code sets up an appeal panel which may hear appeals of county decisions if those appeals are made by a necessary party. A necessary party is a unit of government which directly or indirectly delivers one of the following services to the area in the proposed boundary change: sewer, water, fire, parks\recreation\open space, roads and mass transit.

The third part of the legal framework for your review of boundary changes is Oregon Revised Statute Chapter 197, specifically ORS 197.763. While there could be exceptions, it is generally believed that most annexation decisions should be considered to be land use decisions. Thus to be on the safe side legally, the requirements for noticing and conducting local quasi-judicial land use hearings should be followed when deciding boundary changes. These notice requirements are more detailed and the notice itself is more widely distributed than is required by ORS 198 or the Metro Code.

### Staff Report

The staff report will provide information on the proposed boundary change. It will cover the *reasons* the change is being proposed, *geographical information*, *land use planning* relative to the site and *services* availability & cost.

There may be instances where modification of a proposed boundary change should be considered. If these are known about in advance they will be covered in the staff report.

Modifications may take the form of petitions from adjacent property owners for inclusion in a proposed boundary change or perhaps suggestions by staff for inclusion of public rights-of-way.

Attached to the staff report you will find a proposed set of findings of fact and conclusions from those findings. These may be used *as is* to adopt an ordinance or modified as a result of information gathered at the hearing.

**PROPOSAL NO. MU-0299 - METRO - Annexation**

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**Petitioners: Property Owners - Warren & Grace Bradley, Clifford & Mildred Joss, Springville Joint Venture, Douglas Graf, Trustee; Registered Voters - Warren & Grace Bradley, Clifford & Mildred Joss**

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Proposal No. MU-0299 was initiated by a consent petition of the property owners and registered voters. The petition meets the requirement for initiation set forth in ORS 198.855 (3) (double majority annexation law), ORS 198.750 (section of statute which specifies contents of petition) and Metro Code 3.09.040 (a) (lists Metro's minimum requirements for petition). If the Board approves the proposal and there are no objections from necessary parties, the boundary change could become effective immediately if the Board chooses to put an emergency clause on it. Without an emergency clause the change would become effective 30 days following approval. If a necessary party has objected to the boundary change it will become effective 30 days after the date of approval [and most likely the objecting party would then appeal to the Metro Appeals Commission.]

The territory to be annexed is located on the northwest edge of the District, north of the Sunset Highway, on the north edge of Springville Rd. east of N.W. 185th Ave. and west of Kaiser Road. The territory contains 109 acres, 2 single family residences, a population of 4 and is evaluated at \$520,810.

**REASON FOR ANNEXATION**

The applicant desires annexation in order to pursue inclusion in the regional Urban Growth Boundary and ultimately development of the property. This property was included in an urban reserve area and has been provisionally included in the UGB. However, Metro cannot take official action on the UGB amendment until the property is within the Metro jurisdictional boundary.

**MODIFICATION**

Tax lot 900 lies adjacent to the area to be annexed at its southwest corner. If the territory is annexed this tax lot would be almost completely surrounded by the Metro boundary. Only a thin strip of the Springville Rd. right-of-way prevents total encirclement. The

owners of this lot were contacted by staff (see Exhibit A) about the possibility of joining this annexation. These owners are firmly opposed to their inclusion in the proposal.

The Metro boundary in Springville Rd. runs along the centerline of the road. In order to simply and clarify the boundary it would make sense to modify the proposed annexation to take in the north half of the Springville Road right-of-way.

## **CRITERIA FOR DECISION-MAKING**

The criteria for making decisions on boundary changes are summarized in Exhibit B of this report. These criteria generally fall into two broad categories - land use planning compatibility and services adequacy. The next two sections of this report provide information on these two subjects.

## **LAND USE PLANNING**

### *SITE CHARACTERISTICS*

The land slopes gently toward the south and west and is mostly open farmland.

### *REGIONAL PLANNING*

#### General Information

This territory is outside of Metro's jurisdictional boundary and outside the regional Urban Growth Boundary (UGB).

Metro was required by state law to designate areas outside its boundary which would be suitable for supplying a 10-30 year supply of developable land beyond the 20 year supply within the boundary. The area was included within an "urban reserve study area" in 1995 (by Metro Resolution 95-2244). Further study and action by the Metro Council in March of 1997 resulted in designation of this territory as an "urban reserve area" (URA).

Additionally Metro was required to inventory buildable lands within the existing UGB and analyze the adequacy of the supply by January 1, 1998. If the supply was found wanting Metro was required to accommodate one half of the mandated 20 year supply inside the UGB within one year of completion of the analysis - in other words, by January 1, 1998. They were given two years to accommodate the entire 20 year buildable lands supply within the UGB (that is, by January 1, 1999).

Metro completed the required analysis, determined that they needed to expand the UGB and did so by bringing into the UGB (by ordinance or provisionally by resolution) certain lands in the identified Urban Reserve Areas. This action was taken in December, 1998 and

the territory to be annexed to Metro in the current proposal was included. The URA's had been identified by numbers, in this case Number 65 (see attached Figure 3).

Thus the status of the territory currently under consideration is that it is provisionally approved for inclusion in the regional Urban Growth Boundary pending approval of its inclusion in Metro's jurisdictional boundary.

### Regional Framework Plan

The law which dictates that Metro adopt criteria for boundary changes specifically states that those criteria shall include "... compliance with adopted regional urban growth goals and objectives, functional plans ... and the regional framework plan of the district [Metro]." In fact, while the first two mentioned items were adopted independently, they are actually now part of Metro's Regional Framework Plan. Another previously free standing construct which is now an element of the Framework Plan is the 2040 Growth Concept. Each of these elements of the Regional Framework Plan is discussed below.

Regional Growth Goals and Objectives. Metro first established in 1991, and has subsequently amended and adopted, Regional Urban Growth Goals and Objectives known as the RUGGOS. The RUGGOS were published in a separate stand-alone document as amended and adopted on December 14, 1995. In that document these goals and objectives were accumulated under some general headings. As an example under the general heading of "Natural Environment" there were five objectives relating to watershed management, water supply, air quality, natural areas and protection of agricultural & forest lands.

In the Regional Framework Plan these objectives have been disbursed out to various chapters of the Plan which deal with specific topics. Thus the water supply objective mentioned in the previous paragraph will be found in the chapter on "Water" while the natural areas objective is found in the chapter on "Parks, Natural Areas, Open Spaces and Recreational Facilities."

The 2040 Growth Concept and Map. As required by its charter, Metro also went through an extensive planning process to develop a 50 year future vision of the region. This ultimately grew into what was called the 2040 Growth Concept which included a concept map. This exercise was required to be completed in a time frame which was shorter than that for completion of the Framework Plan. Thus the 2040 Plan was originally also published as a stand-alone document dated December 8, 1994. When the RUGGOS were published in December of the following year the 2040 Growth Concept and Map were incorporated into the Regional Urban Growth Goals and Objectives document. Ultimately as noted above, the 2040 Growth Concept and Map was made a part of the Regional Framework Plan.

**Urban Growth Management Functional Plan.** Metro is authorized to adopt functional plans which are limited purpose plans addressing designated areas and activities of metropolitan concern. Distinguishing characteristics of functional plans include: 1) provisions in functional plans require changes in city and county comprehensive plans; 2) the plans or actions implementing provisions therein will be adopted by Metro as final land use actions which must comply with the statewide Goals; 3) functional plans are the way Metro can require local plan changes, so many elements of the Framework Plan may ultimately become functional plans. Thus Metro may initiate functional plans concerning any of the major divisions of the Regional Framework Plan or some other activity or area. But a division of the Regional Framework Plan or a study of another activity or area is not automatically considered to be a functional plan. It is not a functional plan unless it mandates local plan changes.

Prior to adoption of the Regional Framework Plan, Metro decided it was necessary to begin implementation of some facets of the 2040 Growth Concept and the RUGGOS. In order to accomplish this, Metro adopted one functional plan - the Urban Growth Management Functional Plan - on November 21, 1996. This functional plan has been codified in Metro Code Chapter 3.07. and is included as an appendix to the Regional Framework Plan.

The Urban Growth Management Functional Plan requires cities and counties to amend their comprehensive plans and implementing ordinances to be in accord with elements in the Functional Plan. Included in these requirements are such items as minimum density standards, limitations on parking standards, mandated adoption of water quality standards and rules relating to Urban Growth Boundary expansion into Urban Reserve areas. This last requirement of the Urban Growth Management Functional Plan is embodied in Title 11.

Title 11 of the Urban Growth Management Functional Plan speaks to the issue of addition of territory to the regional Urban Growth Boundary. Territory to be added to the UGB must have a conceptual plan adopted by the city or county which will be responsible for the territory's urban land use planning. The plan must be approved by Metro. The "urban reserve plan" must provide for current or ultimate annexation of the territory to a city and any necessary service districts. It must also meet certain density, transportation and other thresholds. The applicant in this current proposal met the requirements as part of the provisional approval for an Urban Growth Boundary change. None of the requirements in Title 11 relate directly to the issue of annexation to Metro.

**The Regional Framework Plan And Boundary Changes.** The "Introduction" section of the Framework Plan contains the following statement with regard to "Relationship With Metro Citizens":

***Notification***

***Metro shall develop programs for public notification, especially for (but not limited to) proposed legislative actions, that ensure a high level of awareness of potential consequences, as well as opportunities for involvement on the part of affected***

*citizens, both inside and outside of its districts' boundaries. (p.7, Regional Framework Plan (RFP))*

Also in the "Introduction" section is an explanation of the structure of the Plan. This explanation may be helpful in locating any directly applicable standards and criteria for boundary changes:

*Each chapter is structured with a format that includes statements of goals and objectives that are intended to apply to Metro's planning efforts. In addition, some of the chapters include references to the specific requirements that are made directly applicable to cities and counties in Chapter 8. Furthermore, the chapters contain background information and policy analysis that describes the subject matter that is addressed.*

*Any requirements that apply directly to cities or counties are separately referenced in a substantive chapter addressing a specific subject area and summarized in Chapter 8. All requirements of this Regional Framework Plan that are requirements applicable to cities and counties are adopted by functional plans included in the Appendices. (p. 11, RFP)*

The Regional Framework Plan contains a lengthy section on the 2040 Growth Concept (pp. 11-23, RFP). This concept states that "[t]he preferred form of growth is to contain growth within a carefully managed Urban Growth Boundary" (p. 11, RFP). The 2040 Growth Concept includes a map which lays out the "central city-regional centers-town centers" ideas and other general constructs of the Concept. This section of the Framework Plan has been examined and found not to contain any directly applicable standards and criteria for boundary changes.

Chapter 1 of the Framework Plan contains Policies (Goals and Objectives) including one titled "Urban/Rural Transition" (p. 32, RFP). This policy states there should be a clear transition between urban and rural land. The policy then goes on to list some factors to be considered when determining where the break should be between urban and rural lands. It also gives guidance for determining which areas should be included in "urban reserves."

The property under consideration in the current boundary change proposal is clearly in a transition mode. However, this policy speaks to the larger issues of deciding what areas should be included in urban reserves and ultimately the UGB. The policy does not give direction on the more specific notion of annexation into the Metro jurisdictional boundary which includes both rural and urban lands.

Chapter 1 also contains a policy on the Urban Growth Boundary (pp. 33-34). This policy, like the previous one, addresses issues of changing the UGB but does not speak to the changing of the District's jurisdictional boundary. This policy does lay out the details of a requirement that conceptual land use plans must be done for urban reserve areas prior to their being considered for inclusion in the Urban Growth Boundary. These requirements are also formalized in the Metro Code (Chapter 3.01). While these requirements of an urban reserve plan are not directly related to the current proposal they are attached hereto

as Exhibit C for Board's general information. The applicant met these requirements through submission to the Metro Council as a part of the process of having this territory provisionally approved for inclusion in the UGB.

Policy 1.12 of Chapter 1 calls for protection of agricultural and resource lands outside the UGB. The goal goes on to say that:

*Expansion of the UGB shall occur in urban reserves, established consistent with the urban rural transition objective. All urban reserves should be planned for future urbanization even if they contain resource lands.*

Chapter 2 of the Regional Framework Plan covers Transportation. This chapter was reviewed and found not to contain specific directly applicable criteria for boundary changes.

Chapter 3 of the Regional Framework Plan deals with Parks, Open Spaces and Recreational Facilities. This chapter was reviewed and found not to contain specific applicable criteria for boundary changes.

Chapter 4, Water, is divided into two sections, one dealing with Water Supply and one with Watershed Management and Water Quality. Metro's interests here are on water conservation and the link between land use and water supply. The agency has not assumed any role in the functional aspects of treatment, supply, transmission or storage. In a global sense Metro's planning for the region seeks to assure that its growth concepts and projections are coordinated with regional infrastructure capacities and planning. Relative to watershed management and water quality, Metro's goals are broad-brush and this chapter acknowledges that application of real restrictions lies with the local governments. No specific applicable criteria for boundary changes are to be found in either section of Chapter 4.

Natural Hazards are covered in Chapter 5 of the Regional Framework Plan. This chapter has been reviewed and found not to contain specific applicable criteria for boundary changes.

Chapters 6 (Clark County), 7 (Management) and 8 (Implementation) also do not include any specific applicable criteria relative to boundary changes.

## **COUNTY PLANNING**

### **Washington County Comprehensive Plan**

The Washington County Comprehensive Plan is composed of the following pieces:

- The Comprehensive Framework Plan For The Urban Area
- County Resource Document
- Rural Natural Resource Element
- Community Plans and Background Documents
- Community Development Code
- Transportation Plan
- Unified Capital Improvements Program

As stated at 3.1.6 & 7 of the Plan, Volume II:

The [Washington County] Comprehensive Plan is composed of the Comprehensive Framework Plan and site-specific Community Plans that are implemented by the Community Development Code and functional plans including Transportation and Capital Improvements. . . . The Comprehensive Framework Plan contains the broad policy directions that are the basis for the other Comprehensive Plan elements. . . . The Community Plans indicate the specific land uses and circulation systems which have been determined as necessary to meet community needs. . . . Implementation of the Comprehensive Framework Plan and Community Plans occurs when their provisions are incorporated into the preparation and review of land development proposals through application of the Community Development Code.

Each of these 7 elements has been searched for materials relative to annexations. Sections of these elements which speak directly to the issue of annexation or which appear to have some relevance to that issue have been reviewed to determine whether the current proposal is consistent with them or not.

The territory to be annexed is currently outside the regional Urban Growth Boundary and therefore subject to Washington County's Rural and Natural Resources Plan. However, since Metro has provisionally decided it should be placed within the UGB where it would fall under the County's Comprehensive Framework Plan For The Urban Area, both plans are examined here.

The **Comprehensive Framework Plan For the Urban Area** is broken down into *Elements*. Each element is comprised of a number of *Policies*. The policies also contain *Implementing Strategies* and *Summary Findings and Conclusions*.

In the GENERAL element of the Plan the Intergovernmental Coordination Policy calls for the County to "effectively coordinate its planning and development efforts with . . . other local governments and special districts." 3.1.11, Intergovernmental Coordination Policy No. 3. The summary of that section notes that " . . . the specific responsibilities of cities and

special service districts, must be coordinated to ensure that their various plans and programs reinforce and are consistent with the County's Comprehensive Plan." To the extent that boundary changes to cities and districts can be considered to be "plans and programs" it could be asserted that such boundary changes need to be consistent with the plan.

One of the implementing strategies of this element calls for establishment and maintenance of Urban Planning Area Agreements (UPAA's) between the cities and the County. These documents are to aid in the coordination between the County and cities on land use planning and development matters. These documents may contain guidelines relative to boundary changes and if so, by virtue of this element, they would need to be considered when reviewing compliance of a boundary change with the Comprehensive Framework Plan.

The second element of the Comprehensive Framework Plan is the NATURAL AND CULTURAL SETTING element which contains Water Resources Policy No. 6. (3.2.1). Under the Water Resources Policy the County's policy of protecting the quality of water resources is to be implemented through several drainage improvement strategies. These include minimizing the establishment of new subsurface disposal systems, maintenance of streamside vegetation, etc. Some of these strategies may relate directly to a boundary change. For instance annexation to a sewer-providing government may be found to be in obvious compliance with the strategy of reducing dependence on subsurface systems.

In the URBANIZATION element of the Plan under the subheading "reasons for Growth" (3.3.1), Policy 13 states:

IT IS THE POLICY OF WASHINGTON COUNTY TO ESTABLISH A GROWTH MANAGEMENT SYSTEM FOR THE UNINCORPORATED AREAS WITHIN THE UGB WHICH PROMOTES:

- (1) EFFICIENT, ECONOMIC PROVISION OF PUBLIC FACILITIES AND SERVICES;
- (2) INFILL DEVELOPMENT IN ESTABLISHED AREAS WHILE PRESERVING EXISTING NEIGHBORHOOD CHARACTER;
- (3) DEVELOPMENT NEAR OR CONTIGUOUS TO EXISTING URBAN DEVELOPMENT WHERE SERVICES ARE AVAILABLE;
- (4) PARCELIZATION OF LAND SUCH THAT FUTURE DEVELOPMENT AT URBAN DENSITIES CAN TAKE PLACE;
- (5) DEVELOPMENT WHICH IS COMPATIBLE WITH EXISTING LAND USES;
- (6) AGRICULTURAL USE OF AGRICULTURAL LAND UNTIL SERVICES ARE AVAILABLE TO ALLOW DEVELOPMENT;

(7) DEVELOPMENT IN CONCERT WITH ADOPTED COMMUNITY PLANS; AND

(8) UTILIZATION OF THE EXISTING CAPITAL INFRASTRUCTURE.

Implementing Strategies

The County will:

- a. Permit growth to occur only in areas with adequate public services and facilities, as permitted under growth management strategies contained in the Comprehensive Plan. If development is permitted in areas with limited services, a minimum acreage of ten (10) acres should be imposed. Allow subsurface sewage disposal systems within the UGB where approved by the County on legally created lots of record, where USA does not now serve. Prior to the issuance of a development permit, in such cases, the property owner will be required to sign a waiver of remonstrance against future formation of a Local Improvement District for sanitary sewers;
- b. Encourage infill development where such development will not adversely affect existing uses and where the capacity of existing public facilities and services will not be exceeded;
- c. Allow the continuation of existing farm and forestry uses within the urban unincorporated area;
- d. Assure that proposed land divisions are consistent with all current master facilities plans for roads, sanitary sewers, drainage, and water distribution facilities, as well as community and city plans. This will help assure that full development of the property can take place at planned urban densities; and

...

Policy 14, under the subheading of Managing Growth, says:

IT IS THE POLICY OF WASHINGTON COUNTY TO MANAGE GROWTH ON UNINCORPORATED LANDS WITHIN THE UGB SUCH THAT PUBLIC FACILITIES AND SERVICES ARE AVAILABLE TO SUPPORT ORDERLY URBAN DEVELOPMENT.

Implementing Strategies

The County will:

...

- b. Categorize urban facilities and services into three categories: Critical, Essential and Desirable.

- 1) **Critical facilities and services** are defined as: Public Water, public sanitary sewers, fire, drainage, and access (Local and Minor Collector roads). An inability to provide an **adequate** level of Critical services in conjunction with the proposed development will result in the denial of a development application.
  - 2) **Essential facilities and services** are defined as: Schools, Arterial (including State highways) and Major Collector roads including Transit streets, on-site transit improvements (such as bus shelters and turnouts, etc.), police protection, and pedestrian walkways. Failure to ensure the availability of an adequate level of all Essential services within five (5) years from occupancy may result in the denial of a development application.
  - 3) **Desirable facility(ies) and service(s)** are defined as: Public transportation service, pedestrian and bicycle paths, and parks. These are facilities and services which can be expected in a reasonable time frame (five year period) from the occupancy of a development. A development application may be conditioned to facilitate these services based upon specific findings;
- c. Rely upon the standards established by the appropriate special service district and adopted County Standards as the measurement of acceptability for the service provided by the service provider. The information obtained from the service provider shall be treated as a rebuttable presumption as to the ability to provide an adequate level of the facility or service. However, the evidence that can rebut it must be compelling evidence based upon objective data in order to controvert the determination of the service provider. Specific standards for implementation will be identified in the Community Development Code as well as acceptable methods for assuring availability of required public services and facilities;
  - d. Require that the cost of providing the required County urban services for a particular land use proposal shall be borne by the applicant or benefitted properties unless otherwise authorized by the Board of County Commissioners.
  - e. Apply the growth management standards to all new development actions except construction of a detached dwelling on a lot of record;
  - f. Establish clear and objective criteria for the issuance of all development permits. These criteria will consider:
    - 1) Consistency with the Comprehensive Plan and appropriate Community Plans,
    - 2) Adequacy of public facilities and services as required in the growth management strategy, and
    - 3) Consistency with development standards contained in the Community Development Code; and

- g. Use and encourage other public service providers to use the following priority list to guide the investment of public monies in public facilities and services:
- 1) Solve existing health, safety and welfare problems.
  - 2) Facilitate infill development or new development which is contiguous to existing.
  - 3) Promote commercial and industrial economic development opportunities.
  - 4) Extend services to outlying, undeveloped areas designated for residential development in the Comprehensive Plan.

#### Summary Findings and Conclusions

A healthy, livable urban environment is achieved in part through the provision of public facilities and services prior to or concurrent with development in a level adequate to serve the expected demand.

Of the major urban facilities and services provided in Washington County -- including sewers, water lines, roads, fire and police protection, and schools, -- it is the County road system and police protection services which are most heavily impacted by the demands of the County's growth. Providers of other services have, in general, been able to keep pace with the rapid growth of recent years and still provide more than adequate service to existing customers.

Policy 15 of the URBANIZATION element, under the subheading "Roles and Responsibilities for Servicing Growth," states:

IT IS THE POLICY OF WASHINGTON COUNTY TO WORK WITH SERVICE PROVIDERS, INCLUDING CITIES AND SPECIAL DISTRICTS, AND THE PORTLAND METROPOLITAN AREA BOUNDARY COMMISSION, TO INSURE THAT FACILITIES AND SERVICES REQUIRED FOR GROWTH WILL BE PROVIDED WHEN NEEDED BY THE AGENCY OR AGENCIES BEST ABLE TO DO SO IN A COST EFFECTIVE AND EFFICIENT MANNER.

#### Implementing Strategies

The County will:

- a. Prepare a public facilities plan in accordance with OAR Chapter 660, Division 11, Public Facilities Planning;
- b. Continue to provide the following facilities and services as resources permit:

Public Health

County-wide

Sheriff Patrol	County-wide (limited)
Assessment and Taxation	County-wide
Land Development Regulations	Unincorporated Areas Only
Solid Waste Collection System	Unincorporated Areas Only
Management (franchising)	
Solid Waste Disposal	Unincorporated Areas
Outside UGB	
Cooperative Library System	County-wide
Records and Elections	County-wide

c. Establish a coordination system with all cities, special districts and private companies that now or will provide services in the present unincorporated area. This coordination system will be designed to ensure that the following types of services and facilities will be provided when needed to existing and future County residents and businesses in accord with the Comprehensive Plan:

- 1) Sanitary sewage collection and treatment,
- 2) Drainage management,
- 3) Fire protection,
- 4) Water distribution and storage,
- 5) Schools,
- 6) Libraries,
- 7) Utilities (electricity, telephone and cable communications, natural gas, etc.),
- 8) Solid waste disposal,
- 9) Roads and transportation facilities,
- 10) Parks and recreation facilities,
- 11) Police, and
- 12) Transit;

d. If appropriate in the future, enter into agreements with service providers which address one or more of the following:

- 1) Process for review of development proposals,
- 2) Process for review of proposed service extension or facility expansion,
- 3) Service district or city annexation,
- 4) Planning of service extensions, new facilities, or facility expansions,
- 5) Procedures for amending the agreement,
- 6) Methods to be used to finance service and or facility improvements, operation and maintenance,
- 7) Standards to be used by the County and the service provider in assessing "adequate" service levels,
- 8) Area or clientele to be served now and in the future,
- 9) Consistency with Plan policies and strategies,
- 10) Coordination of capital improvements programs, and

- 11) Cost effectiveness of service provision;
- e. Not oppose proposed annexations which are in accord with an Urban Planning Area Agreement (UPAA);
  - f. Work with Citizen Participation Organizations to identify and describe specific concerns related to possible future annexations of land to cities which abut Community Planning Areas. These concerns shall be considered by the County during renegotiation of Urban Planning Area Agreements;
  - g. Support incorporation of new communities provided that incorporation will result in the provision of services in the most efficient and cost effective manner and is not in violation of an already existing Urban Planning Area Agreement between the County and an affected city; and
  - h. Cooperate in the development, adoption, and implementation of a master plan for library services and facilities based on a survey of County library needs; and, develop a financial plan for operating library services in the County, with emphasis on the establishment of a multiple funding base, with the involvement of the Washington County Cooperative Library System Citizen Advisory Board, cities, community libraries, school districts, the Tualatin Hills Park and Recreation District, and citizens.

#### Summary Findings and Conclusions

Public facilities and services necessary for growth in Washington County historically have been provided by a variety of unrelated special districts, local governments, and other agencies. Cooperation and coordination between service providers in developing plans and programming capital facilities has been limited.

The County has the responsibility under state law to coordinate the timely provision of public facilities and services within the County. Due to the fact that the County itself does not provide a full range of urban services, the best means of fulfilling this responsibility -- which will result in a better living environment for county residents - is the formal establishments [sic] of a strong coordination system between the County and all service providers.

The County has the additional responsibility to its citizens of ensuring that the services needed to allow growth will be provided by the agency or agencies best able to do so in a coordinated, efficient and cost effective manner. Therefore, County review of and recommendations on annexation or incorporation proposals involving cities and special service districts is imperative.

The PUBLIC FACILITIES AND SERVICES element of the Washington County Comprehensive Framework Plan contains several policies which potentially relate to boundary changes.

Under the subheading "Sanitary Sewage Collection and Treatment" Policy 25 calls for all areas within the UGB to be served with sanitary sewer service as provided in the Regional Wastewater Treatment Management Plan, wherever feasible. Relevant implementing strategies for this policy include:

- b. Encourage adjustments in the U.S.A. boundary to enable the agency to eventually serve all unincorporated areas within the Urban Growth Boundary;
- c. Allow subsurface sewage disposal systems within the UGB where approved by the County on legally created lots of record, where USA does not now serve an or does not plan to serve in the future. Prior to issuance of a development permit, in such cases, the property owners will be required to sign a waiver of remonstrance against formation of a Local Improvement District for sanitary sewers; and
- d. Require properties with on-site disposal facilities to connect to the sewer network once sewer service becomes available.

Policy 26 states:

IT IS THE POLICY OF WASHINGTON COUNTY THAT ALL RESIDENCES AND BUSINESS BE SERVED WITH AN ADEQUATE SUPPLY OF POTABLE WATER FOR CONSUMPTION AND FIRE SUPPRESSION PURPOSES.

Implementation strategies

The County will:

- a. Work with all water providers, fire districts, and with the Watermaster and State Engineer's office, as appropriate, to ensure that:
  - (1) water service is available to new development at sufficient pressures for domestic consumption and fire suppression purposes;
  - (2) in areas identified by the State Engineer's office as "critical groundwater areas," the water demands of new development do not jeopardize supplies of groundwater to existing users;
  - (3) extension of water distribution facilities are coordinated with the provision of other public facilities such as sanitary sewers and drainage facilities;

Policy 27 covers drainage by saying that drainage should be managed through a system of coordinated activities of the county and other local government agencies. This approach

has been refined through creation a surface water element of the Unified Sewerage Agency.

Policy 31 states:

IT IS THE POLICY OF WASHINGTON COUNTY TO WORK CLOSELY WITH APPROPRIATE SERVICE PROVIDERS TO ASSURE THAT ALL AREAS OF THE COUNTY CONTINUE TO BE SERVED WITH AN ADEQUATE LEVEL OF POLICE AND FIRE PROTECTION.

Implementing Strategies

The County will:

- a. Require in the Community Development Code that:
  - (1) . . . .
  - (2) water service is available to new developments at sufficient pressures for both domestic consumption and fire protection purposes; and
  - (3) the appropriate fire district and the County Department of Public Safety have the opportunity to review and comment on all development proposals subject to the growth management standards.

The RECREATION element of the Comprehensive Framework Plan contains several subheadings and various policies. Under the subheading "Quantity and Quality of Recreation Facilities and Services," Policy 33 states:

IT IS THE POLICY OF WASHINGTON COUNTY THAT RESIDENTS OF ITS UNINCORPORATED AREAS ARE PROVIDED WITH ADEQUATE OPEN SPACE AND PARK FACILITIES AND SERVICES.

Policy 34 which appears under the subheading of "Open Space and Recreation Facilities Location," declares that the County will identify potential future park and recreation areas in the Community Plans. The County strategies for pursuing this policy will include attempting to get the developers of projects to dedicate park sites to the County or Tualatin Hills Park & Recreation District. The County in doing this say they will:

- c. Give priority to the preservation of lands with:
  - 1) significant natural features, urban forests, scenic views, natural hazards, or significant fish and wildlife habitats;

- 2) the potential for linkage into open space corridors, especially for trail systems (hiking, jogging, bicycling, horseback riding);
  - 3) access to streams and rivers, particularly the Tualatin River;
  - 4) easy access by pedestrians, bicyclists, transit riders, and those with limited mobility and finances;
  - 5) close proximity to existing or planned higher density population areas; and
  - 6) value in defining the edges or boundaries of communities; and
- d. Consider future acquisition and development programs which take into account:
- 1) areas of substantial need;
  - 2) how well a site meets the relative recreation needs of the service area;
  - 3) the suitability of environmental conditions;
  - 4) fiscal feasibility;
  - 5) threat of loss of a valuable resource; and
  - 6) opportunity for cooperative projects.

**Policy 35 with a subheading of "Agency Roles and Responsibilities In Meeting Recreation Needs" says:**

**IT IS THE POLICY OF WASHINGTON COUNTY TO WORK WITH THPRD AND THE CITIES AND SCHOOL DISTRICTS IN COMPREHENSIVE PLANNING FOR OPEN SPACE AND RECREATION FACILITIES AND SERVICES FOR THE COUNTY.**

**Implementing Strategies**

**The County will:**

- a. Encourage THPRD to expand its boundaries to be responsible for providing neighborhood and community scale recreations [sic] facilities and services is [sic] all urban unincorporated areas of the county, with the possible exception of the Metzger Local Improvement District and areas subject to annexation by cities with parks programs. Should the THPRD Board decide not to expand district boundaries to the limits just described, the County

should attempt to form a special service district to provide recreation facilities and services in appropriate areas outside the THPRD;

The **County Resource Document** is the second component of the Washington County Comprehensive Plan. The Resource Document contains information on the County's natural and cultural resources. This is the basic inventory of information on which all comprehensive plans depend. Nothing in this document relates specifically to annexation.

The third component of the Plan is the **Rural\Natural Resource Element**. "The Rural\Natural Resources element of the Washington County Comprehensive Plan provides the framework for guiding future land use decisions in Washington County in areas outside the established urban growth boundaries." (Side 1, Rural Natural\ Resources Element)

The Rural\Natural Resources Plan is broken down into "policies" which contain "implementing strategies." Policy 1 describes the planning process including amendment procedures. Of interest in the implementing strategies section of this policy is the statement that the County will "Comply with procedures established by the Metropolitan Service District [Metro] for requesting amendments to the regional Urban Growth Boundary." (Section j. of Policy 1)

Policy 2 states the County's commitment to citizen involvement in all facets of the planning process. While this annexation may be considered to be at best tangentially related to the County planning process, it should be noted that extensive notice inviting citizen involvement has been given. This includes affected local governments, surrounding property owners and CPO # 7.

Plan Policy 3, Intergovernmental Coordination, calls on the County to:

- a. "Coordinate planning activities with appropriate federal, state, regional and local government units, and with affected special districts by:
  - (1) Providing affected agencies with information on proposed land use actions for review and comment.  
...
  - (3) Notifying affected agencies of time limits for responses to proposed land use actions, and consider that no response within the given time means concurrence with the proposal.
- b. Establish and maintain "Planning Area Agreements" with cities.

County Plan Policies 6 (Water Resources), 10 (Fish and Wildlife Habitat) and 11 (Significant Natural Resources) are identified with overlays on the Rural\Natural Resources Plan. The drainageway which runs through the territory to be annexed from east to west is identified as "Water Areas And Wetlands & Fish And Wildlife Habitat." The County

strives to protect these areas with regulations limiting development and alteration of the natural vegetation.

Policy 14 establishes nine plan designations for the rural\natural resource area. A portion of this territory (TL's 601, 690, 700 & 800 - Fig. 2B) is designated as AF-20. This is Agriculture and Forest, 20 acre minimum lot size. Tax lots 500 and 600 on Figure 2A are designated Exclusive Farm Use (EFU). Policies and implementing strategies relating to EFU are contained Policy 15. Policy 15 does note that exceptions to the policy of maintaining these lands in agricultural use can be allowed pursuant to LCDC Goals, Rules and the County Plan amendment process. Policies relating to AF-20 lands are contained in Policy 17 of the Rural\natural Resource Plan.

Policy 22, the Public Facilities and Services policy, says public facilities in rural\natural resource areas should be limited to what is necessary for maintaining rural type development.

The last policy in the Rural\natural Resource Plan is Policy 27, Urbanization. This policy says Washington County intends to provide for urban uses within urban growth boundaries. It says:

The County will:

...

- b. Cooperate with the Metropolitan Service District [Metro] in the establishment and maintenance of the Regional Urban Growth Boundary

The fourth element of Washington County Comprehensive Plan is the **Community Plans & Background Document**. The area being proposed for annexation to Metro is not covered by a Washington County community plan.

The last three elements of the County Comprehensive Plan are the **Community Development Code** [zoning ordinance], the **Transportation Plan** and the **Unified Capital Improvement Program**. These have been reviewed and found not to contain any specific directly applicable standards or criteria for boundary changes.

#### County 2000

In its County 2000 program Washington County has adopted a policy favoring a service delivery system which distinguishes between municipal and county-wide services. The reason for the policy is to achieve tax fairness and expenditure equity in the provision of public services. The County policy favors municipal services being provided by cities or special districts.

#### Urban Growth Management Agreement

Since this territory has been outside the regional Urban Growth Boundary it is not within a dual interest area covered by a City/County urban growth management agreement.

### **CITY PLANNING**

This territory is not covered by the Beaverton Comprehensive Plan.

As a part of the Urban Growth Boundary adjustment process the City of Beaverton and Washington County signed a Memorandum of Understanding relative to the preparation of urban reserve plans. This document lays out the roles of the City and the County concerning the preparation of the urban reserve area plans which must precede any actual changes in the Urban Growth Boundary.

### **FACILITIES AND SERVICES**

ORS 195 Agreements. This statute requires agreements between providers of urban services. Urban services are defined as: sanitary sewers, water, fire protection, parks, open space, recreation and streets, roads and mass transit. These agreements are to specify which governmental entity will provide which service to which area in the long term. The counties are responsible for facilitating the creation of these agreements. The statute was enacted in 1993 but there are no urban service agreements in place in Washington, Multnomah or Clackamas counties to date.

Urban Services. No urban services are currently available to this site. The territory is not yet within the regional urban growth boundary. Annexation to Metro will not alter this situation. Only after the territory is within the Metro jurisdictional boundary can it be included within the UGB. Annexation to Metro would not make urban services available because the services which Metro offers are not what would generally be described as *urban services*. After annexation to Metro and after successful inclusion of the property within the UGB, the availability of urban services will be addressed through annexation to a city and/or special districts capable of providing those services.

Other Services. This territory lies within Tualatin Valley Fire & Rescue. This is a large rural fire protection district serving both urban and rural areas in Washington, Multnomah and Clackamas counties. The nearest District station is on N.W. 185th just north of the Sunset Highway.

Beaverton School District services this area and it is within the Portland Community College District. The jurisdictional boundaries of Tri-Met and the Portland of Portland also cover the territory.

All other services are provided generally at a rural level by Washington County. This includes police protection, transportation, tax collection, etc.

**Metro Services.** Metro provides a number of services on the regional level. Primary among these is regional land use planning and maintenance of the regional Urban Growth Boundary. Metro has provided this service to this site through the process of identifying urban reserve areas and determining which parcels are currently appropriate for inclusion in the UGB.

Metro provides some direct park service at what are basically regional park facilities and has an extensive green spaces acquisition program funded by the region's voters. Metro is responsible for solid waste disposal including the regional transfer stations and contracting for the ultimate disposal at Arlington. The District runs the Oregon Zoo and other regional facilities such as the Convention Center and the Performing Arts Center. These are all basically regional services provided for the benefit of and paid for by the residents within the region. These facilities are funded through service charges, excise taxes and other revenues including a small tax base for operating expenses at the Zoo and tax levies for bonded debt. For the 1998-99 fiscal year the Zoo operating levy was \$ .0966 per \$1,000 assessed value (A.V.) and the bonded debt levies were a combined \$ .2676 for a total tax levy of \$ .3642 per \$1,000 A.V.

#### **RECOMMENDATION.**

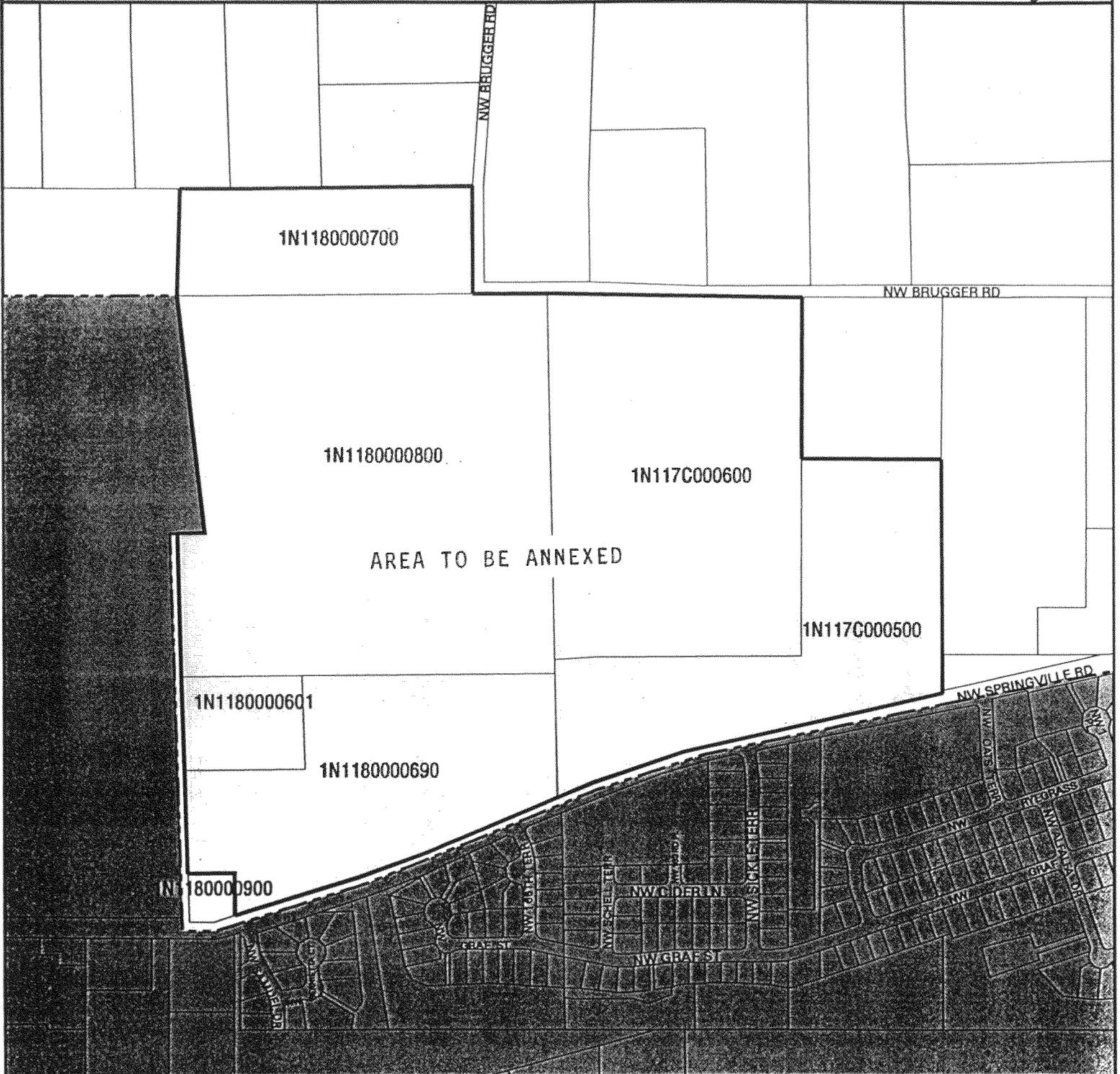
Based on the study and the Proposed Findings and Reasons for Decision attached in Exhibit D, the staff recommends Proposal No. MU-0299 be modified to include the adjacent right-of-way of Springville Road and then *approved*.

# Proposal No. MU0299

1N1W18

Annexation to Metro

Washington Co.



R L I S  
REGIONAL LAND INFORMATION SYSTEM



600 NE Grand Ave.  
Portland, OR 97232-2736  
Voice 503 787-1742  
FAX 503 787-1909  
Email dro@metro-region.org

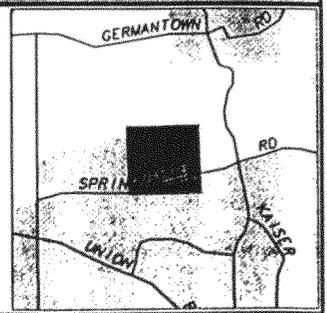
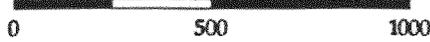
**METRO**

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 positional accuracy. There are no warranties, expressed or implied, including the accuracy of measurements or fitness for a particular purpose, accompanying this product. However, notification of any errors will be appreciated.

- Metro boundary
- Annexation boundary
- Area to be

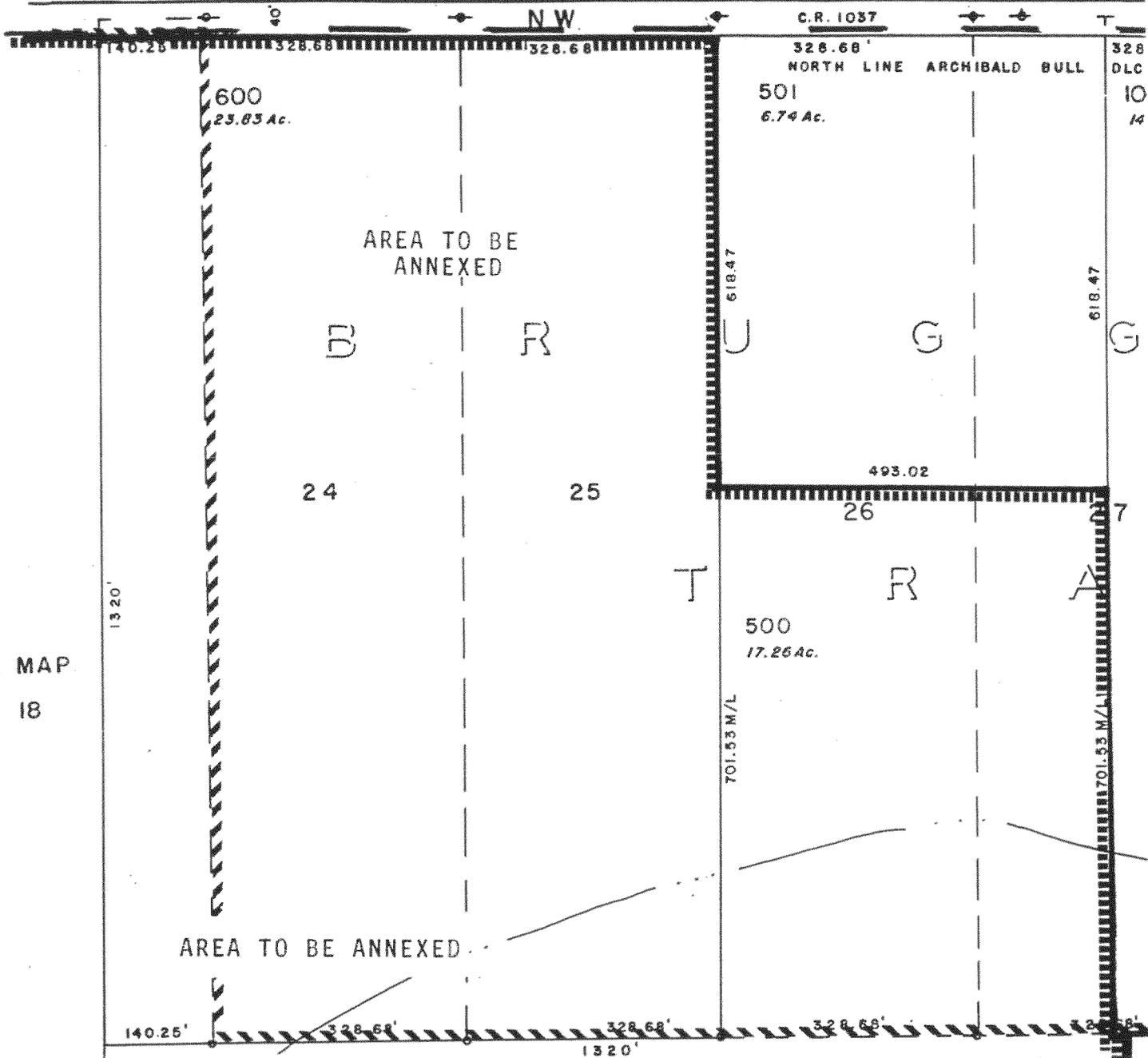
PROPOSAL NO. MU-0299  
METRO  
FIGURE 1

Scale: 1" = 500'



# Proposal No. MU0299

SW1/4 SECTION 17 TIN RIW W.M.



SEE MAP  
IN I 18

AREA TO BE ANNEXED

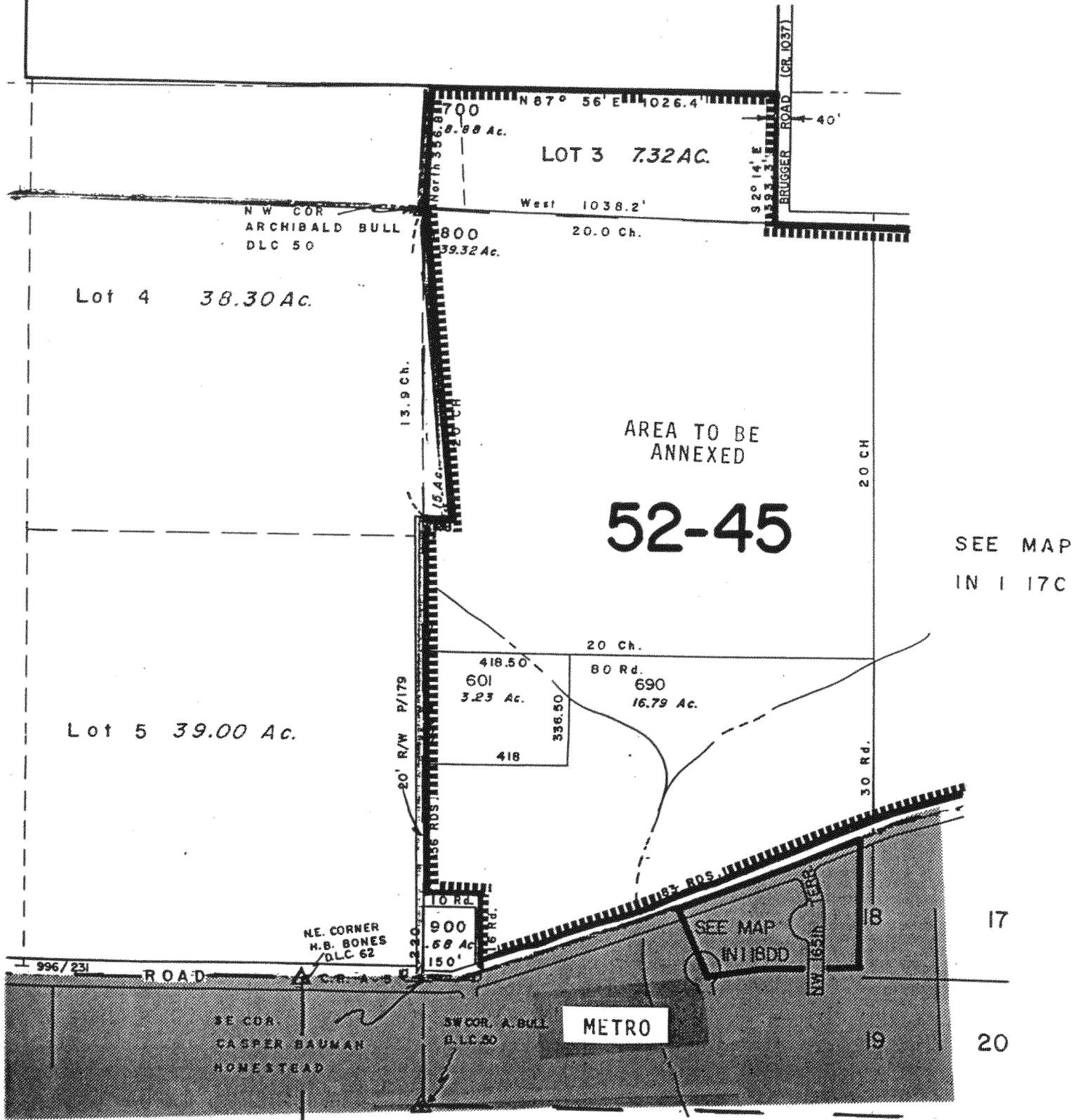
52-46

METRO

PROPOSAL NO. MU-0299  
METRO ANNEXATION  
FIGURE 2A

# Proposal No. MU0299

SECTION 18 TIN RIW W.M.



PROPOSAL NO. MU-0299  
METRO ANNEXATION  
FIGURE 2B

# Proposal No. MU0299

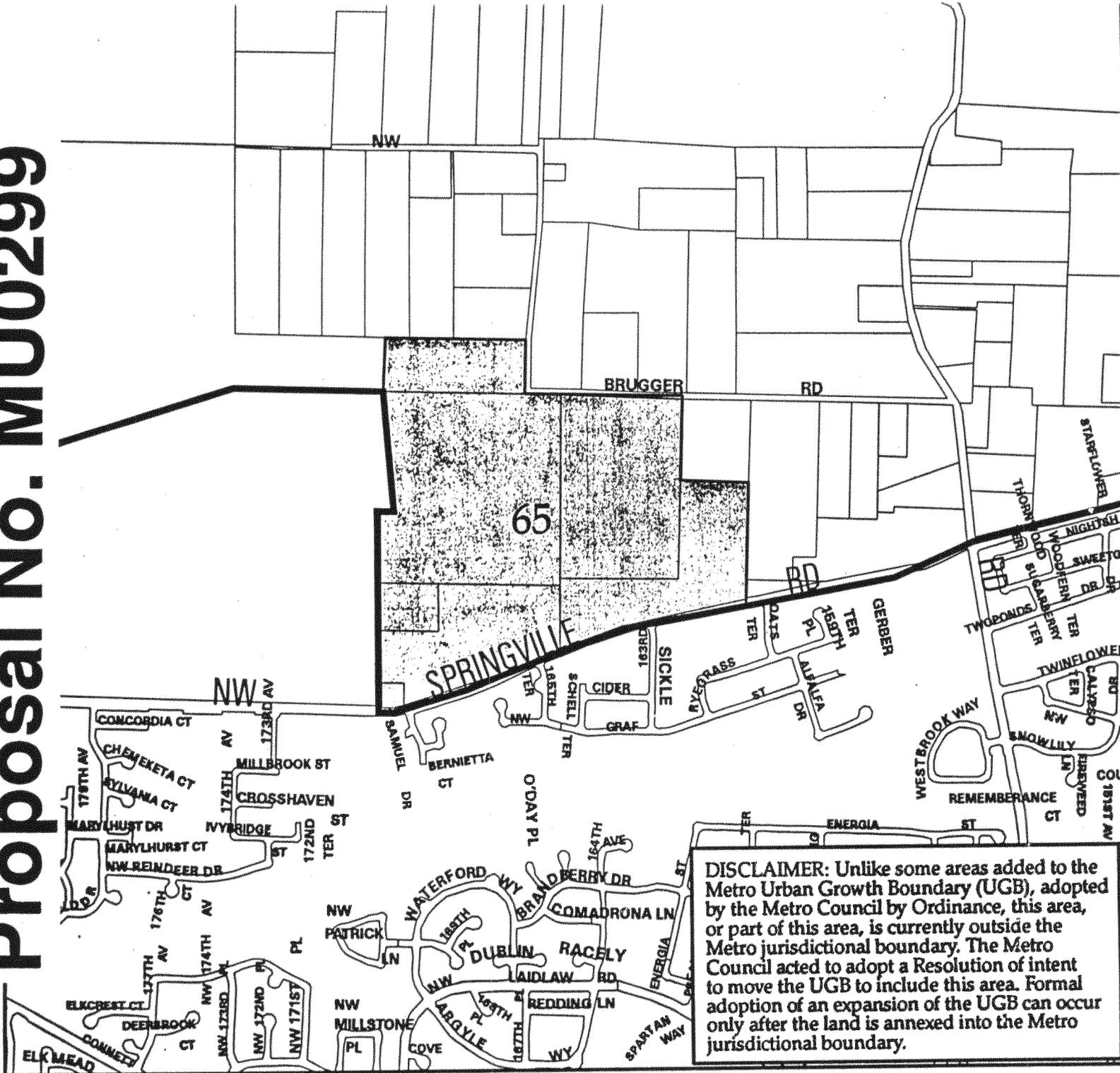
REGIONAL LAND INFORMATION SYSTEM

Resolution #98-2726  
 Urban Reserve #65  
 (Partial)

Non-First Tier  
 Outside Metro Boundary

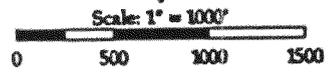
 Area Considered by Council  
 First Tier Urban Reserve

 Urban Growth Boundary



PROPOSAL NO. MU-0299  
 METRO  
 FIGURE 3

The information on this map is derived from the Metro GIS database as of 12/14/98. Care was taken in the creation of this map, but we cannot accept any responsibility for errors, omissions, or graphical inaccuracies. There are no warranties, expressed or implied, including the accuracy, completeness, or timeliness of any data used in the preparation of this product. However, the information on this map is derived from the Metro GIS database as of 12/14/98.



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**DISCLAIMER:** Unlike some areas added to the Metro Urban Growth Boundary (UGB), adopted by the Metro Council by Ordinance, this area, or part of this area, is currently outside the Metro jurisdictional boundary. The Metro Council acted to adopt a Resolution of intent to move the UGB to include this area. Formal adoption of an expansion of the UGB can occur only after the land is annexed into the Metro jurisdictional boundary.



METRO

March 12, 1999

Lee Alan Grunes & Susan Marie Nolte  
17055 N.W. Springville Road  
Portland, OR 97229

Dear Mr. Grunes and Mrs. Nolte:

The Multnomah County Board of Commissioners is holding a public hearing on April 29, 1999 at 9:30 AM in Room 602 of the Multnomah County Court House, 1021 S.W. 4th Avenue, Portland on a proposal -- No. Proposal No. MU-0299 -- to annex certain property to Metro.

The territory to be annexed is indicated on the attached map. As shown, your property -Tax Lot 900 -- is **NOT** included in this proposal. If the proposal is approved as submitted, your property would become completely surrounded by the District.

This annexation will only place the territory within Metro's jurisdictional boundary. It will not change the planning or zoning designation on the property. Any action to make urban services available to this site and/or to change the planning and zoning designation for this area would come through subsequent public processes and decisions. Placing your property within Metro would subject you to Metro's tax levy. For 1998-99 this levy was \$ .39 Per \$1,000 Assessed Value. These funds pay for the acquisition of green spaces, for the Oregon Convention Center and the Zoo.

We are sending you this letter to alert you to this situation and to give you an opportunity to respond:

*If you want your property to be included in this annexation, please contact our office and we will advise you of the steps to take.*

*If you **DO NOT** want your property to be included, you may*

1. Choose not to respond;
2. Attend the public hearing mentioned above;
3. Contact our office to express your concerns or request more information. The staff will inform the Commission of your comments so that they can consider your position in deciding on the proposal.

If you have any questions about the impact of this proposal on your property or about the procedures of the Board, please let me know.

Sincerely,

Kenneth S. Martin

**CRITERIA FOR DECISION-MAKING**

There are two more-or-less separate sets of criteria for making decisions on boundary changes. One set is found in the statutes and relates strongly to what the boundary of the proposed change should be. The second set of criteria is found in the Metro Code.

Oregon Revised Statute 198 directs the Board to utilize the criteria found in a particular section of the boundary commission statute (ORS 199.462) to decide whether property has been improperly left out of or included within, the proposed change. These criteria can be summarized as:

1. Consideration of local comprehensive planning for the area
2. Consideration of economic, demographic and sociological trends and projections pertinent to the area
3. Consideration of past and prospective physical development of land that would directly or indirectly be affected by the proposed boundary change
4. Consideration of the LCDC Goals

A second set of criteria can be extracted from the Metro Code. That Code states that a final decision shall be based on substantial evidence in the record of the hearing and that the written decision must include findings of fact and conclusions from those findings. The findings and conclusions shall address four minimum criteria:

1. Compliance with applicable ORS 195 agreements [These are agreements between various service providers about who will provide which services where. The agreements are mandated by ORS 195 but none are currently in place.]
2. Consistency with directly applicable standards for boundary changes contained in:
  - a. Comprehensive land use plans
  - b. Public facility plans
  - c. Regional framework and functional plans
  - d. Urban planning agreements and similar agreements of the affected entity and necessary parties
3. Assurance that the affected entity can provide urban service[s] now or soon directly or by contract
4. If the boundary change is to Metro, determination by Metro Council that territory should be inside the UGB shall be the primary criteria

The Metro Code also contains a second set of 11 factors which are to be considered where no ORS 195 agreements have been adopted and the boundary change is being contested by a necessary party.

The first set of criteria gives the Board authority to consider a broad range of factors in deciding whether the proposed boundary change should be enlarged or contracted. On the other hand the nothing in ORS 198 nor the criteria in ORS 199.462 mandates changing the boundary under certain conditions. "Consideration" can consist of a detailed study or a cursory glance.

The second set of criteria consists of two major elements - land use planning consistency and service availability and adequacy.

**1.9.3 Urban Growth Boundary Amendment Process – Criteria for amending the UGB shall be adopted based on statewide planning goals 2 and 14, other applicable state planning goals and relevant portions of the RUGGOs and this Plan:**

- **Major Amendments.** Proposals for major amendment of the UGB may be made through a quasi-judicial or a legislative process using Metro's regional forecasts for population and employment growth. The legislative amendment process will be initiated by a Metro finding of need, and involve local governments, special districts, citizens and other interests.
- **Locational Adjustments.** Locational adjustments of the UGB shall be brought to Metro by cities, counties and/or property owners based on public facility plans in adopted and acknowledged comprehensive plans.

**1.9.4 Urban Reserve Plans – A conceptual land use plan and concept map coordinated among affected jurisdictions shall be required for all quasi-judicial and legislative amendments of the Urban Growth Boundary which add more than twenty net acres to the UGB. The Metro Council shall establish criteria for urban reserve plans coordinated among affected local governments and districts which shall address the following issues:**

- **Annexation to a city prior to development whenever feasible.**
- **Establishment of a minimum average residential density to ensure efficient use of land.**
- **Requirements to ensure a diversity of housing stock and meet needs for affordable housing.**
- **Ensure sufficient commercial and industrial land to meet the needs of the area to be developed and the needs of adjacent land inside the Urban Growth Boundary consistent with 2040 Growth Concept design types.**
- **A conceptual transportation plan to identify large scale problems and establish performance standards for city and county comprehensive plans.**
- **Identification of natural resource areas for protection from development.**
- **A conceptual public facilities and services plan including rough cost estimates and a financing strategy for the provision of sewer, water, storm drainage, parks, transportation, fire and police protection.**
- **A conceptual plan estimating the amount of land and improvements needed for school facilities.**
- **A concept map showing the general locations of major roadways, unbuildable lands, commercial and industrial lands, single and multi-family housing, open space and established or alternative locations for any needed school, park and fire hall sites.**

**The actual specific criteria will be adopted as part of the Metro Code.**

## FINDINGS

Based on the study and the public hearing the Board found:

1. The territory to be annexed contains 109 acres, 2 single family residences, a population of 4 and is evaluated at \$520,810.
2. The applicant desires annexation in order to pursue inclusion in the regional Urban Growth Boundary and ultimately development of the property. This property was included in an urban reserve area and has been provisionally included in the UGB. However, Metro cannot take official action on the UGB amendment until the property is within the Metro jurisdictional boundary.
3. Tax lot 900 lies adjacent to the area to be annexed at its southwest corner. If the territory is annexed this tax lot would be almost completely surrounded by the Metro boundary. Only a thin strip of the Springville Rd. right-of-way prevents total encirclement. The owners of this lot were contacted by staff about the possibility of joining this annexation. These owners are firmly opposed to their inclusion in the proposal.

The Metro boundary in Springville Rd. runs along the centerline of the road. In order to simply and clarify the boundary it would make sense to modify the proposed annexation to take in the north half of the Springville Road right-of-way.

4. The land slopes gently toward the south and west and is mostly open farmland.
5. This territory is outside of Metro's jurisdictional boundary and outside the regional Urban Growth Boundary (UGB).

Metro was required by state law to designate areas outside its boundary which would be suitable for supplying a 10-30 year supply of developable land beyond the 20 year supply within the boundary. The area was included within an "urban reserve study area" in 1995 (by Metro Resolution 95-2244). Further study and action by the Metro Council in March of 1997 resulted in designation of this territory as an "urban reserve area" (URA).

Additionally Metro was required to inventory buildable lands within the existing UGB and analyze the adequacy of the supply by January 1, 1998. If the supply was found wanting Metro was required to accommodate one half of the mandated 20 year supply inside the UGB within one year of completion of the analysis - in other words, by January 1, 1998. They were given two years to accommodate the entire 20 year buildable lands supply within the UGB (that is, by January 1, 1999).

Metro completed the required analysis, determined that they needed to expand the UGB and did so by bringing into the UGB (by ordinance or provisionally by

resolution) certain lands in the identified Urban Reserve Areas. This action was taken in December, 1998 and the territory to be annexed to Metro in the current proposal was included. The URA's had been identified by numbers, in this case Number 65.

Thus the status of the territory to be annexed is that it is provisionally approved for inclusion in the regional Urban Growth Boundary pending approval of its inclusion in Metro's jurisdictional boundary.

6. The law which dictates that Metro adopt criteria for boundary changes specifically states that those criteria shall include ". . . compliance with adopted regional urban growth goals and objectives, functional plans . . . and the regional framework plan of the district [Metro]." In fact, while the first two mentioned items were adopted independently, they are actually now part of Metro's Regional Framework Plan. Another previously free standing construct which is now an element of the Framework Plan is the 2040 Growth Concept. Each of these elements of the Regional Framework Plan is discussed in subsequent findings.
7. The "Introduction" section of the Framework Plan contains the following statement with regard to "Relationship With Metro Citizens":

***Notification***

*Metro shall develop programs for public notification, especially for (but not limited to) proposed legislative actions, that ensure a high level of awareness of potential consequences, as well as opportunities for involvement on the part of affected citizens, both inside and outside of its districts' boundaries.*  
(p.7, Regional Framework Plan (RFP))

8. The Regional Framework Plan contains a lengthy section on the 2040 Growth Concept (pp. 11-23, RFP). This concept states that "[t]he preferred form of growth is to contain growth within a carefully managed Urban Growth Boundary" (p. 11, RFP). The 2040 Growth Concept includes a map which lays out the "central city-regional centers-town centers" ideas and other general constructs of the Concept. This section of the Framework Plan does not contain any directly applicable standards and criteria for boundary changes.

Chapter 1 of the Framework Plan contains Policies (Goals and Objectives) including one titled "Urban/Rural Transition" (p. 32, RFP). This policy states there should be a clear transition between urban and rural land. The policy then goes on to list some factors to be considered when determining where the break should be between urban and rural lands. It also gives guidance for determining which areas should be included in "urban reserves."

The property under consideration in the current boundary change proposal is clearly

in a transition mode. However, this policy speaks to the larger issues of deciding what areas should be included in urban reserves and ultimately the UGB. The policy does not give direction on the more specific notion of annexation into the Metro jurisdictional boundary which includes both rural and urban lands.

Chapter 1 also contains a policy on the Urban Growth Boundary (pp. 33-34). This policy, like the previous one, addresses issues of changing the UGB but does not speak to the changing of the District's jurisdictional boundary. This policy does lay out the details of a requirement that conceptual land use plans must be done for urban reserve areas prior to their being considered for inclusion in the Urban Growth Boundary. These requirements are also formalized in the Metro Code (Chapter 3.01). These requirements of an urban reserve plan are not directly related to the current proposal. However it can be noted that the applicant met these requirements through submission to the Metro Council as a part of the process of having this territory provisionally approved for inclusion in the UGB.

Policy 1.12 of Chapter 1 calls for protection of agricultural and resource lands outside the UGB. The goal goes on to say that:

*Expansion of the UGB shall occur in urban reserves, established consistent with the urban rural transition objective. All urban reserves should be planned for future urbanization even if they contain resource lands.*

Chapter 2 of the Regional Framework Plan covers Transportation. This chapter does not contain specific directly applicable criteria for boundary changes.

Chapter 3 of the Regional Framework Plan deals with Parks, Open Spaces and Recreational Facilities. This chapter does not contain specific applicable criteria for boundary changes.

Chapter 4, Water, is divided into two sections, one dealing with Water Supply and one with Watershed Management and Water Quality. Metro's interests here are on water conservation and the link between land use and water supply. The agency has not assumed any role in the functional aspects of treatment, supply, transmission or storage. In a global sense Metro's planning for the region seeks to assure that its growth concepts and projections are coordinated with regional infrastructure capacities and planning. Relative to watershed management and water quality, Metro's goals are broad-brush and this chapter acknowledges that application of real restrictions lies with the local governments. No specific applicable criteria for boundary changes are found in either section of Chapter 4.

Natural Hazards are covered in Chapter 5 of the Regional Framework Plan. This chapter does not contain specific applicable criteria for boundary changes.

Chapters 6 (Clark County), 7 (Management) and 8 (Implementation) also do not

include any specific applicable criteria relative to boundary changes.

9. The territory to be annexed is currently outside the regional Urban Growth Boundary and therefore subject to Washington County's Rural and Natural Resources Plan. However, since Metro has provisionally decided it should be placed within the UGB where it would fall under the County's Comprehensive Framework Plan For The Urban Area, both plans were examined.

In the GENERAL element of the Plan the Intergovernmental Coordination Policy calls for the County to "effectively coordinate its planning and development efforts with . . . other local governments and special districts." 3.1.11, Intergovernmental Coordination Policy No. 3. The summary of that section notes that " . . . the specific responsibilities of cities and special service districts, must be coordinated to ensure that their various plans and programs reinforce and are consistent with the County's Comprehensive Plan." To the extent that boundary changes to cities and districts can be considered to be "plans and programs" it could be asserted that such boundary changes need to be consistent with the plan.

One of the implementing strategies of this element calls for establishment and maintenance of Urban Planning Area Agreements (UPAA's) between the cities and the County. These documents are to aid in the coordination between the County and cities on land use planning and development matters. These documents may contain guidelines relative to boundary changes and if so, by virtue of this element, they would need to be considered when reviewing compliance of a boundary change with the Comprehensive Framework Plan.

In the URBANIZATION element of the Plan under the subheading "Reasons for Growth" (3.3.1), Policy 13 states:

IT IS THE POLICY OF WASHINGTON COUNTY TO ESTABLISH A GROWTH MANAGEMENT SYSTEM FOR THE UNINCORPORATED AREAS WITHIN THE UGB WHICH PROMOTES:

- (1) EFFICIENT, ECONOMIC PROVISION OF PUBLIC FACILITIES AND SERVICES;
- (2) INFILL DEVELOPMENT IN ESTABLISHED AREAS WHILE PRESERVING EXISTING NEIGHBORHOOD CHARACTER;
- (3) DEVELOPMENT NEAR OR CONTIGUOUS TO EXISTING URBAN DEVELOPMENT WHERE SERVICES AREA AVAILABLE;
- (4) PARCELIZATION OF LAND SUCH THAT FUTURE DEVELOPMENT AT URBAN DENSITIES CAN TAKE PLACE;

- (5) DEVELOPMENT WHICH IS COMPATIBLE WITH EXISTING LAND USES;
- (6) AGRICULTURAL USE OF AGRICULTURAL LAND UNTIL SERVICES ARE AVAILABLE TO ALLOW DEVELOPMENT;
- (7) DEVELOPMENT IN CONCERT WITH ADOPTED COMMUNITY PLANS; AND
- (8) UTILIZATION OF THE EXISTING CAPITAL INFRASTRUCTURE.

Policy 14, under the subheading of Managing Growth, says:

IT IS THE POLICY OF WASHINGTON COUNTY TO MANAGE GROWTH ON UNINCORPORATED LANDS WITHIN THE UGB SUCH THAT PUBLIC FACILITIES AND SERVICES ARE AVAILABLE TO SUPPORT ORDERLY URBAN DEVELOPMENT.

Policy 15 of the URBANIZATION element, under the subheading "Roles and Responsibilities for Servicing Growth," states:

IT IS THE POLICY OF WASHINGTON COUNTY TO WORK WITH SERVICE PROVIDERS, INCLUDING CITIES AND SPECIAL DISTRICTS, AND THE PORTLAND METROPOLITAN AREA BOUNDARY COMMISSION, TO INSURE THAT FACILITIES AND SERVICES REQUIRED FOR GROWTH WILL BE PROVIDED WHEN NEEDED BY THE AGENCY OR AGENCIES BEST ABLE TO DO SO IN A COST EFFECTIVE AND EFFICIENT MANNER.

Implementing Strategies

The County will:

- a. Prepare a public facilities plan in accordance with OAR Chapter 660, Division 11, Public Facilities Planning;
- b. Continue to provide the following facilities and services as resources permit:

Public Health	County-wide
Sheriff Patrol	County-wide (limited)
Assessment and Taxation	County-wide
Land Development Regulations	Unincorporated Areas Only
Solid Waste Collection System	Unincorporated Areas Only
Management (franchising)	

Solid Waste Disposal  
Outside UGB  
Cooperative Library System  
Records and Elections

Unincorporated Areas  
County-wide  
County-wide

c. Establish a coordination system with all cities, special districts and private companies that now or will provide services in the present unincorporated area. This coordination system will be designed to ensure that the following types of services and facilities will be provided when needed to existing and future County residents and businesses in accord with the Comprehensive Plan:

- 1) Sanitary sewage collection and treatment,
- 2) Drainage management,
- 3) Fire protection,
- 4) Water distribution and storage,
- 5) Schools,
- 6) Libraries,
- 7) Utilities (electricity, telephone and cable communications, natural gas, etc.),
- 8) Solid waste disposal,
- 9) Roads and transportation facilities,
- 10) Parks and recreation facilities,
- 11) Police, and
- 12) Transit;

d. If appropriate in the future, enter into agreements with service providers which address one or more of the following:

- 1) Process for review of development proposals,
- 2) Process for review of proposed service extension or facility expansion,
- 3) Service district or city annexation,
- 4) Planning of service extensions, new facilities, or facility expansions,
- 5) Procedures for amending the agreement,
- 6) Methods to be used to finance service and or facility improvements, operation and maintenance,
- 7) Standards to be used by the County and the service provider in assessing "adequate" service levels,
- 8) Area or clientele to be served now and in the future,
- 9) Consistency with Plan policies and strategies,
- 10) Coordination of capital improvements programs, and
- 11) Cost effectiveness of service provision;

- e. Not oppose proposed annexations which are in accord with an Urban Planning Area Agreement (UPAA);
- f. Work with Citizen Participation Organizations to identify and describe specific concerns related to possible future annexations of land to cities which abut Community Planning Areas. These concerns shall be considered by the County during renegotiation of Urban Planning Area Agreements;
- g. Support incorporation of new communities provided that incorporation will result in the provision of services in the most efficient and cost effective manner and is not in violation of an already existing Urban Planning Area Agreement between the County and an affected city; and
- h. Cooperate in the development, adoption, and implementation of a master plan for library services and facilities based on a survey of County library needs; and, develop a financial plan for operating library services in the County, with emphasis on the establishment of a multiple funding base, with the involvement of the Washington County Cooperative Library System Citizen Advisory Board, cities, community libraries, school districts, the Tualatin Hills Park and Recreation District, and citizens.

The PUBLIC FACILITIES AND SERVICES element of the Washington County Comprehensive Framework Plan contains several policies which potentially relate to boundary changes.

Under the subheading "Sanitary Sewage Collection and Treatment" Policy 25 calls for all areas within the UGB to be served with sanitary sewer service as provided in the Regional Wastewater Treatment Management Plan, wherever feasible.

Policy 26 states:

**IT IS THE POLICY OF WASHINGTON COUNTY THAT ALL RESIDENCES AND BUSINESS BE SERVED WITH AN ADEQUATE SUPPLY OF POTABLE WATER FOR CONSUMPTION AND FIRE SUPPRESSION PURPOSES.**

Policy 27 covers drainage by saying that drainage should be managed through a system of coordinated activities of the county and other local government agencies. This approach has been refined through creation a surface water element of the Unified Sewerage Agency.

Policy 31 states:

**IT IS THE POLICY OF WASHINGTON COUNTY TO WORK CLOSELY WITH APPROPRIATE SERVICE PROVIDERS TO ASSURE THAT ALL AREAS OF THE COUNTY CONTINUE TO BE SERVED WITH AN ADEQUATE LEVEL OF POLICE AND FIRE PROTECTION.**

The RECREATION element of the Comprehensive Framework Plan contains several subheadings and various policies. Under the subheading "Quantity and Quality of Recreation Facilities and Services," Policy 33 states:

**IT IS THE POLICY OF WASHINGTON COUNTY THAT RESIDENTS OF ITS UNINCORPORATED AREAS ARE PROVIDED WITH ADEQUATE OPEN SPACE AND PARK FACILITIES AND SERVICES.**

The **County Resource Document** is the second component of the Washington County Comprehensive Plan. The Resource Document contains information on the County's natural and cultural resources. This is the basic inventory of information on which all comprehensive plans depend. Nothing in this document relates specifically to annexation.

The third component of the Plan is the **Rural\Natural Resource Element**. "The Rural\Natural Resources element of the Washington County Comprehensive Plan provides the framework for guiding future land use decisions in Washington County in areas outside the established urban growth boundaries." (Side 1, Rural Natural\ Resources Element)

The Rural\Natural Resources Plan is broken down into "policies" which contain "implementing strategies." Policy 1 describes the planning process including amendment procedures. Of interest in the implementing strategies section of this policy is the statement that the County will "Comply with procedures established by the Metropolitan Service District [Metro] for requesting amendments to the regional Urban Growth Boundary." (Section j. of Policy 1)

Policy 2 states the County's commitment to citizen involvement in all facets of the planning process. While this annexation may be considered to be at best tangentially related to the County planning process, it is noted that extensive notice inviting citizen involvement was given. This included affected local governments, surrounding property owners and CPO # 7.

Plan Policy 3, Intergovernmental Coordination, calls on the County to:

- a. "Coordinate planning activities with appropriate federal, state, regional and local government units, and with affected special districts by:

- (1) Providing affected agencies with information on proposed land use actions for review and comment.
- (3) Notifying affected agencies of time limits for responses to proposed land use actions, and consider that no response within the given time means concurrence with the proposal.

b. Establish and maintain "Planning Area Agreements" with cities.

County Plan Policies 6 (Water Resources), 10 (Fish and Wildlife Habitat) and 11 (Significant Natural Resources) are identified with overlays on the Rural\Natural Resources Plan. The drainageway which runs through the territory to be annexed from east to west is identified as "Water Areas And Wetlands & Fish And Wildlife Habitat." The County strives to protect these areas with regulations limiting development and alteration of the natural vegetation.

Policy 14 establishes nine plan designations for the rural\natural resource area. A portion of this territory (TL's 601, 690, 700 & 800) is designated as AF-20. This is Agriculture and Forest, 20 acre minimum lot size. Tax lots 500 and 600 are designated Exclusive Farm Use (EFU). Policies and implementing strategies relating to EFU are contained Policy 15. Policy 15 does note that exceptions to the policy of maintaining these lands in agricultural use can be allowed pursuant to LCDC Goals, Rules and the County Plan amendment process. Policies relating to AF-20 lands are contained in Policy 17 of the Rural\Natural Resource Plan.

Policy 22, the Public Facilities and Services policy, says public facilities in rural\natural resource areas should be limited to what is necessary for maintaining rural type development.

The last policy in the Rural\Natural Resource Plan is Policy 27, Urbanization. This policy says Washington County intends to provide for urban uses within urban growth boundaries. It says:

The County will:

- b. Cooperate with the Metropolitan Service District [Metro] in the establishment and maintenance of the Regional Urban Growth Boundary

The fourth element of Washington County Comprehensive Plan is the **Community Plans & Background Document**. The area being proposed for annexation to Metro is not covered by a Washington County community plan.

The last three elements of the County Comprehensive Plan are the **Community**

**Development Code [zoning ordinance], the Transportation Plan and the Unified Capital Improvement Program.** These elements do not contain any specific directly applicable standards or criteria for boundary changes.

10. In its County 2000 program Washington County has adopted a policy favoring a service delivery system which distinguishes between municipal and county-wide services. The reason for the policy is to achieve tax fairness and expenditure equity in the provision of public services. The County policy favors municipal services being provided by cities or special districts.
11. Since this territory has been outside the regional Urban Growth Boundary it is not within a dual interest area covered by a City/County urban growth management agreement.
12. This territory is not covered by the Beaverton Comprehensive Plan.

As a part of the Urban Growth Boundary adjustment process the City of Beaverton and Washington County signed a Memorandum of Understanding relative to the preparation of urban reserve plans. This document lays out the roles of the City and the County concerning the preparation of the urban reserve area plans which must precede any actual changes in the Urban Growth Boundary.

13. ORS 195 requires agreements between providers of urban services. Urban services are defined as: sanitary sewers, water, fire protection, parks, open space, recreation and streets, roads and mass transit. These agreements are to specify which governmental entity will provide which service to which area in the long term. The counties are responsible for facilitating the creation of these agreements. The statute was enacted in 1993 but there are no urban service agreements in place in Washington, Multnomah or Clackamas counties to date.
14. No urban services are currently available to this site. The territory is not yet within the regional urban growth boundary. Annexation to Metro will not alter this situation. Only after the territory is within the Metro jurisdictional boundary can it be included within the UGB. Annexation to Metro would not make urban services available because the services which Metro offers are not what would generally be described as *urban services*. After annexation to Metro and after successful inclusion of the property within the UGB, the availability of urban services will be addressed through annexation to a city and/or special districts capable of providing those services.
15. This territory lies within Tualatin Valley Fire & Rescue. This is a large rural fire protection district serving both urban and rural areas in Washington, Multnomah and Clackamas counties. The nearest District station is on N.W. 185th just north of the Sunset Highway.

Beaverton School District services this area and it is within the Portland Community College District. The jurisdictional boundaries of Tri-Met and the Portland of Portland also cover the territory.

All other services are provided generally at a rural level by Washington County. This includes police protection, transportation, tax collection, etc.

16. Metro provides a number of services on the regional level. Primary among these is regional land use planning and maintenance of the regional Urban Growth Boundary. Metro has provided this service to this site through the process of identifying urban reserve areas and determining which parcels are currently appropriate for inclusion in the UGB. Metro provides some direct park service at what are basically regional park facilities and has an extensive green spaces acquisition program funded by the region's voters. Metro is responsible for solid waste disposal including the regional transfer stations and contracting for the ultimate disposal at Arlington. The District runs the Oregon Zoo and other regional facilities such as the Convention Center and the Performing Arts Center. These are all basically regional services provided for the benefit of and paid for by the residents within the region. These facilities are funded through service charges, excise taxes and other revenues including a small tax base for operating expenses at the Zoo and tax levies for bonded debt. For the 1998-99 fiscal year the Zoo operating levy was \$ .0966 per \$1,000 assessed value (A.V.) and the bonded debt levies were a combined \$ .2676 for a total tax levy of \$.3642 per \$1,000 A.V.

### CONCLUSIONS AND REASONS FOR DECISION

Based on the Findings, the Commission determined:

1. The proposed annexation should be modified to include the right-of-way of Springville Road which lies adjacent to the territory to be annexed. The Board notes that ORS 198.805 obligates them to consider whether the boundary of the proposal should be modified. In order to simplify and clarify the boundary along Springville Road, the Board chooses to include the entire adjacent right-of-way at this time.
2. The Metro Code at 3.09.050 (e) (2) calls for consistency between the Board decision and any "specific directly applicable standards or criteria for boundary changes contained in . . . regional framework and functional plans . . . ." To the very limited extent that any directly applicable standards and criteria can be identified, the Board finds its decision to approve this annexation is consistent with them. There are no directly applicable criteria in Metro's only adopted functional plan, the Urban Growth Management Functional Plan. This Plan requires that cities and counties amend their plans to include minimum density standards, etc. but these mandates do not relate to annexation to a District which does not provide any

services that directly facilitate development. The Functional Plan also lays out requirements for additions to the regional Urban Growth Boundary but these requirements do not affect annexations to the district. Metro includes both urban and non-urban lands and changes to its boundary may or may not result in subsequent changes in the urban growth boundary.

The introduction section of the Regional Framework Plan calls for Metro to encourage a high level of public awareness of its actions. The Board notes that a public hearing was held on this matter and that extensive notice of that hearing was given including: 1) posting of notices in the vicinity of the annexation 45 days prior to the hearing; 2) mailed notice to necessary parties 45 days prior; 3) two published notices in the Valley Times newspaper; 4) notice by first class mail to every property owner within 500 feet and notice to the affected community planning organization (CPO # 7). The Board concludes this hearing and notice is consistent with this section of the Regional Framework Plan.

3. The Metro Code at 3.09.050 (e) (2) calls for consistency between the Board decision and any "specific directly applicable standards or criteria for boundary changes contained in comprehensive plans, public facilities plans . . ." The Board has reviewed the applicable comprehensive plan which is the Washington County Comprehensive Plan and finds approval of this annexation to be consistent with the very few directly applicable standards and criteria in that plan.

Policy 1 of the Rural\Natural Resources Element of the County Comprehensive Plan notes that the County will comply with the procedures established by Metro for changing the UGB. To the extent that the County did participate in the process of [provisionally] changing the UGB in this area the Board finds its decision consistent with this portion of the Plan.

Policy 2 of the Rural\Natural Resources Element states the County's commitment to citizen involvement. Given the public hearing and notice process described in No. 2 above, the Board finds consistency between its decision and this portion of the Plan.

Policy 22 of this element of the Plan says that the County will cooperate with Metro in establishment and maintenance of the UGB. To the extent that Washington County was involved in the recent [provisional] UGB change in this area, this section of the Plan and the Board's decision are consistent.

This area is not covered by any city-county urban planning area agreements. Therefore no consistency between this decision and those agreements is required.

4. The Metro Code also requires that these conclusions address consistency between this decision and any urban service agreements under ORS 195. As noted in Finding No. 13 there are no ORS 195 agreements in place in this area. Therefore

this criteria is inapplicable.

5. Metro Code 3.09.050 (e) (3) states that another criteria to be addressed is that "The affected entity [Metro] can assure that urban services are now or can be made available to serve the affected territory, by its own forces or by contract with others." The Board finds that mostly this criteria also is inapplicable since Metro is not a provider of urban services. However, the Board does believe that the principal behind this criteria, adequacy of services, should be addressed. For the services which the affected district, Metro, does deliver, the Board finds they are adequate to serve this area. Those services and the financing thereof are covered in more detail in Finding No. 16.
6. Metro Code 3.09.050 (e) (4) says: "If the proposed boundary change is for an annexation of territory to Metro, a determination by the Metro Council that the territory should be included in the Urban Growth Boundary shall be the primary criteria for approval.

As noted in Finding No. 8 the applicant has met the Metro requirement for a conceptual land use plan which must precede a decision to add the property to the regional Urban Growth Boundary. As noted in Findings No. 2 & 5 the Metro Council (by resolution in December, 1998) did express their intent to bring this area into the Urban Growth Boundary.

The Board therefore finds that the criteria expressed above is met and that the decision to annex this property into Metro is appropriate.

4/29/99

4900 N. W. 140<sup>th</sup> Avenue  
Portland, Oregon 97229  
April 11, 1999

Chmn. Tom Brian  
Washington County Board of Commissioners  
155 N. First Street  
Hillsboro, Oregon 97124

Dear Chairman Brian:

At our regular CPO 7 meeting held on April 5<sup>th</sup> the following motion was made:

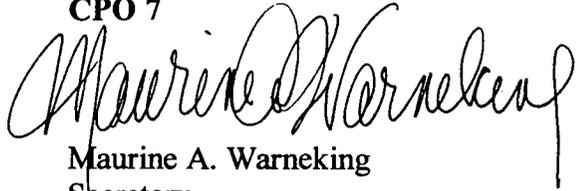
Greg Malinowski moved and Norm Rose seconded the following motion, which passed unanimously with 10 for and none against.

CPO 7, the State and Washington County chartered public involvement organization for the area of concern under State land use planning goals, opposes Boundary Change Proposal MU-0299 because:

1. The proposal is not consistent with the Regional Framework Plan. (Draft plan is presently under appeal for non-compliance with Oregon law, especially statutory protection of farm lands.)
2. Area in question is rural farm land under Washington County comprehensive plans; County has **NOT** supported Urban Reserve Status for this area.
3. Contrary to the Metro Staff report, Washington County **cannot** assure urban services can be made available to the area. Washington County cannot supply adequate transportation and education services to urban areas in UGB south of the site in question until 2020 or later.
4. Portland and Multnomah County cannot provide needed transportation services either.

Regards,

CPO 7



Maurine A. Warneking  
Secretary

99 APR 21 AM 8:52  
MULTNOMAH COUNTY  
OREGON  
BOARD OF  
COUNTY COMMISSIONERS

Cc: Metropolitan Service District, Attn: Ken Martin  
✓ Multnomah County, Attn: Chmn. Beverly Stein

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

ORDER NO. \_\_\_\_\_

Approving the annexation of territory to Metro.

The Multnomah County Board of Commissioners Finds:

- (a) A request for annexation was received pursuant to procedures set forth in ORS 198 and Metro Code 3.09.
- (b) A staff report which addressed factors mandated in the Metro Code was presented to the Board 30 days prior to the hearing as required by the Metro Code.
- (c) A public hearing was held before the Board of County Commissioners on April 29 to determine whether the boundary change was appropriate as required by ORS 198 and whether it met the criteria laid out in the Metro Code.

The Multnomah County Board of Commissioners Orders:

- 1. On the basis of the Findings and Conclusions listed in Exhibit "A", Proposal No. MU-0299 is approved as modified.
- 2. The territory described in Exhibit "B" and depicted on the attached map, be annexed to Metro.
- 3. The staff is directed to file this document with the required parties.

ADOPTED this 29th day of April, 1999.

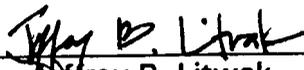
BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Beverly Stein, Chair

Reviewed:

THOMAS SPONSLER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

by



\_\_\_\_\_  
Jeffrey B. Litwak  
Assistant County Counsel

### FINDINGS

Based on the study and the public hearing the Board found:

1. The territory to be annexed contains 109 acres, 2 single family residences, a population of 4 and is evaluated at \$520,810.
2. The applicant desires annexation in order to pursue inclusion in the regional Urban Growth Boundary and ultimately development of the property. This property was included in an urban reserve area and has been provisionally included in the UGB. However, Metro cannot take official action on the UGB amendment until the property is within the Metro jurisdictional boundary.
3. Tax lot 900 lies adjacent to the area to be annexed at its southwest corner. If the territory is annexed this tax lot would be almost completely surrounded by the Metro boundary. Only a thin strip of the Springville Rd. right-of-way prevents total encirclement. The owners of this lot were contacted by staff about the possibility of joining this annexation. These owners are firmly opposed to their inclusion in the proposal.

The Metro boundary in Springville Rd. runs along the centerline of the road. In order to simply and clarify the boundary it would make sense to modify the proposed annexation to take in the north half of the Springville Road right-of-way.

4. The land slopes gently toward the south and west and is mostly open farmland.
5. This territory is outside of Metro's jurisdictional boundary and outside the regional Urban Growth Boundary (UGB).

Metro was required by state law to designate areas outside its boundary which would be suitable for supplying a 10-30 year supply of developable land beyond the 20 year supply within the boundary. The area was included within an "urban reserve study area" in 1995 (by Metro Resolution 95-2244). Further study and action by the Metro Council in March of 1997 resulted in designation of this territory as an "urban reserve area" (URA).

Additionally Metro was required to inventory buildable lands within the existing UGB and analyze the adequacy of the supply by January 1, 1998. If the supply was found wanting Metro was required to accommodate one half of the mandated 20 year supply inside the UGB within one year of completion of the analysis - in other words, by January 1, 1998. They were given two years to accommodate the entire 20 year buildable lands supply within the UGB (that is, by January 1, 1999).

Metro completed the required analysis, determined that they needed to expand the UGB and did so by bringing into the UGB (by ordinance or provisionally by

resolution) certain lands in the identified Urban Reserve Areas. This action was taken in December, 1998 and the territory to be annexed to Metro in the current proposal was included. The URA's had been identified by numbers, in this case Number 65.

Thus the status of the territory to be annexed is that it is provisionally approved for inclusion in the regional Urban Growth Boundary pending approval of its inclusion in Metro's jurisdictional boundary.

6. The law which dictates that Metro adopt criteria for boundary changes specifically states that those criteria shall include ". . . compliance with adopted regional urban growth goals and objectives, functional plans . . . and the regional framework plan of the district [Metro]." In fact, while the first two mentioned items were adopted independently, they are actually now part of Metro's Regional Framework Plan. Another previously free standing construct which is now an element of the Framework Plan is the 2040 Growth Concept. Each of these elements of the Regional Framework Plan is discussed in subsequent findings.
7. The "Introduction" section of the Framework Plan contains the following statement with regard to "Relationship With Metro Citizens":

***Notification***

*Metro shall develop programs for public notification, especially for (but not limited to) proposed legislative actions, that ensure a high level of awareness of potential consequences, as well as opportunities for involvement on the part of affected citizens, both inside and outside of its districts' boundaries.*  
(p.7, Regional Framework Plan (RFP))

8. The Regional Framework Plan contains a lengthy section on the 2040 Growth Concept (pp. 11-23, RFP). This concept states that "[t]he preferred form of growth is to contain growth within a carefully managed Urban Growth Boundary" (p. 11, RFP). The 2040 Growth Concept includes a map which lays out the "central city-regional centers-town centers" ideas and other general constructs of the Concept. This section of the Framework Plan does not contain any directly applicable standards and criteria for boundary changes.

Chapter 1 of the Framework Plan contains Policies (Goals and Objectives) including one titled "Urban/Rural Transition" (p. 32, RFP). This policy states there should be a clear transition between urban and rural land. The policy then goes on to list some factors to be considered when determining where the break should be between urban and rural lands. It also gives guidance for determining which areas should be included in "urban reserves."

The property under consideration in the current boundary change proposal is clearly

in a transition mode. However, this policy speaks to the larger issues of deciding what areas should be included in urban reserves and ultimately the UGB. The policy does not give direction on the more specific notion of annexation into the Metro jurisdictional boundary which includes both rural and urban lands.

Chapter 1 also contains a policy on the Urban Growth Boundary (pp. 33-34). This policy, like the previous one, addresses issues of changing the UGB but does not speak to the changing of the District's jurisdictional boundary. This policy does lay out the details of a requirement that conceptual land use plans must be done for urban reserve areas prior to their being considered for inclusion in the Urban Growth Boundary. These requirements are also formalized in the Metro Code (Chapter 3.01). These requirements of an urban reserve plan are not directly related to the current proposal. However it can be noted that the applicant met these requirements through submission to the Metro Council as a part of the process of having this territory provisionally approved for inclusion in the UGB.

Policy 1.12 of Chapter 1 calls for protection of agricultural and resource lands outside the UGB. The goal goes on to say that:

*Expansion of the UGB shall occur in urban reserves, established consistent with the urban rural transition objective. All urban reserves should be planned for future urbanization even if they contain resource lands.*

Chapter 2 of the Regional Framework Plan covers Transportation. This chapter does not contain specific directly applicable criteria for boundary changes.

Chapter 3 of the Regional Framework Plan deals with Parks, Open Spaces and Recreational Facilities. This chapter does not contain specific applicable criteria for boundary changes.

Chapter 4, Water, is divided into two sections, one dealing with Water Supply and one with Watershed Management and Water Quality. Metro's interests here are on water conservation and the link between land use and water supply. The agency has not assumed any role in the functional aspects of treatment, supply, transmission or storage. In a global sense Metro's planning for the region seeks to assure that its growth concepts and projections are coordinated with regional infrastructure capacities and planning. Relative to watershed management and water quality, Metro's goals are broad-brush and this chapter acknowledges that application of real restrictions lies with the local governments. No specific applicable criteria for boundary changes are found in either section of Chapter 4.

Natural Hazards are covered in Chapter 5 of the Regional Framework Plan. This chapter does not contain specific applicable criteria for boundary changes.

Chapters 6 (Clark County), 7 (Management) and 8 (Implementation) also do not

include any specific applicable criteria relative to boundary changes.

9. The territory to be annexed is currently outside the regional Urban Growth Boundary and therefore subject to Washington County's Rural and Natural Resources Plan. However, since Metro has provisionally decided it should be placed within the UGB where it would fall under the County's Comprehensive Framework Plan For The Urban Area, both plans were examined.

In the GENERAL element of the Plan the Intergovernmental Coordination Policy calls for the County to "effectively coordinate its planning and development efforts with . . . other local governments and special districts." 3.1.11, Intergovernmental Coordination Policy No. 3. The summary of that section notes that " . . . the specific responsibilities of cities and special service districts, must be coordinated to ensure that their various plans and programs reinforce and are consistent with the County's Comprehensive Plan." To the extent that boundary changes to cities and districts can be considered to be "plans and programs" it could be asserted that such boundary changes need to be consistent with the plan.

One of the implementing strategies of this element calls for establishment and maintenance of Urban Planning Area Agreements (UPAA's) between the cities and the County. These documents are to aid in the coordination between the County and cities on land use planning and development matters. These documents may contain guidelines relative to boundary changes and if so, by virtue of this element, they would need to be considered when reviewing compliance of a boundary change with the Comprehensive Framework Plan.

In the URBANIZATION element of the Plan under the subheading "Reasons for Growth" (3.3.1), Policy 13 states:

IT IS THE POLICY OF WASHINGTON COUNTY TO ESTABLISH A GROWTH MANAGEMENT SYSTEM FOR THE UNINCORPORATED AREAS WITHIN THE UGB WHICH PROMOTES:

- (1) EFFICIENT, ECONOMIC PROVISION OF PUBLIC FACILITIES AND SERVICES;
- (2) INFILL DEVELOPMENT IN ESTABLISHED AREAS WHILE PRESERVING EXISTING NEIGHBORHOOD CHARACTER;
- (3) DEVELOPMENT NEAR OR CONTIGUOUS TO EXISTING URBAN DEVELOPMENT WHERE SERVICES AREA AVAILABLE;
- (4) PARCELIZATION OF LAND SUCH THAT FUTURE DEVELOPMENT AT URBAN DENSITIES CAN TAKE PLACE;

- (5) DEVELOPMENT WHICH IS COMPATIBLE WITH EXISTING LAND USES;
- (6) AGRICULTURAL USE OF AGRICULTURAL LAND UNTIL SERVICES ARE AVAILABLE TO ALLOW DEVELOPMENT;
- (7) DEVELOPMENT IN CONCERT WITH ADOPTED COMMUNITY PLANS; AND
- (8) UTILIZATION OF THE EXISTING CAPITAL INFRASTRUCTURE.

Policy 14, under the subheading of Managing Growth, says:

IT IS THE POLICY OF WASHINGTON COUNTY TO MANAGE GROWTH ON UNINCORPORATED LANDS WITHIN THE UGB SUCH THAT PUBLIC FACILITIES AND SERVICES ARE AVAILABLE TO SUPPORT ORDERLY URBAN DEVELOPMENT.

Policy 15 of the URBANIZATION element, under the subheading "Roles and Responsibilities for Servicing Growth," states:

IT IS THE POLICY OF WASHINGTON COUNTY TO WORK WITH SERVICE PROVIDERS, INCLUDING CITIES AND SPECIAL DISTRICTS, AND THE PORTLAND METROPOLITAN AREA BOUNDARY COMMISSION, TO INSURE THAT FACILITIES AND SERVICES REQUIRED FOR GROWTH WILL BE PROVIDED WHEN NEEDED BY THE AGENCY OR AGENCIES BEST ABLE TO DO SO IN A COST EFFECTIVE AND EFFICIENT MANNER.

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The County will:

- a. Prepare a public facilities plan in accordance with OAR Chapter 660, Division 11, Public Facilities Planning;
- b. Continue to provide the following facilities and services as resources permit:

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Sheriff Patrol  
Assessment and Taxation  
Land Development Regulations  
Solid Waste Collection System  
Management (franchising)

County-wide  
County-wide (limited)  
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Unincorporated Areas Only  
Unincorporated Areas Only

Solid Waste Disposal  
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Unincorporated Areas  
  
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c. Establish a coordination system with all cities, special districts and private companies that now or will provide services in the present unincorporated area. This coordination system will be designed to ensure that the following types of services and facilities will be provided when needed to existing and future County residents and businesses in accord with the Comprehensive Plan:

- 1) Sanitary sewage collection and treatment,
- 2) Drainage management,
- 3) Fire protection,
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- 6) Libraries,
- 7) Utilities (electricity, telephone and cable communications, natural gas, etc.),
- 8) Solid waste disposal,
- 9) Roads and transportation facilities,
- 10) Parks and recreation facilities,
- 11) Police, and
- 12) Transit;

d. If appropriate in the future, enter into agreements with service providers which address one or more of the following:

- 1) Process for review of development proposals,
- 2) Process for review of proposed service extension or facility expansion,
- 3) Service district or city annexation,
- 4) Planning of service extensions, new facilities, or facility expansions,
- 5) Procedures for amending the agreement,
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- 7) Standards to be used by the County and the service provider in assessing "adequate" service levels,
- 8) Area or clientele to be served now and in the future,
- 9) Consistency with Plan policies and strategies,
- 10) Coordination of capital improvements programs, and
- 11) Cost effectiveness of service provision;

- e. Not oppose proposed annexations which are in accord with an Urban Planning Area Agreement (UPAA);
- f. Work with Citizen Participation Organizations to identify and describe specific concerns related to possible future annexations of land to cities which abut Community Planning Areas. These concerns shall be considered by the County during renegotiation of Urban Planning Area Agreements;
- g. Support incorporation of new communities provided that incorporation will result in the provision of services in the most efficient and cost effective manner and is not in violation of an already existing Urban Planning Area Agreement between the County and an affected city; and
- h. Cooperate in the development, adoption, and implementation of a master plan for library services and facilities based on a survey of County library needs; and, develop a financial plan for operating library services in the County, with emphasis on the establishment of a multiple funding base, with the involvement of the Washington County Cooperative Library System Citizen Advisory Board, cities, community libraries, school districts, the Tualatin Hills Park and Recreation District, and citizens.

The PUBLIC FACILITIES AND SERVICES element of the Washington County Comprehensive Framework Plan contains several policies which potentially relate to boundary changes.

Under the subheading "Sanitary Sewage Collection and Treatment" Policy 25 calls for all areas within the UGB to be served with sanitary sewer service as provided in the Regional Wastewater Treatment Management Plan, wherever feasible.

Policy 26 states:

**IT IS THE POLICY OF WASHINGTON COUNTY THAT ALL RESIDENCES AND BUSINESS BE SERVED WITH AN ADEQUATE SUPPLY OF POTABLE WATER FOR CONSUMPTION AND FIRE SUPPRESSION PURPOSES.**

Policy 27 covers drainage by saying that drainage should be managed through a system of coordinated activities of the county and other local government agencies. This approach has been refined through creation a surface water element of the Unified Sewerage Agency.

Policy 31 states:

IT IS THE POLICY OF WASHINGTON COUNTY TO WORK CLOSELY WITH APPROPRIATE SERVICE PROVIDERS TO ASSURE THAT ALL AREAS OF THE COUNTY CONTINUE TO BE SERVED WITH AN ADEQUATE LEVEL OF POLICE AND FIRE PROTECTION.

The RECREATION element of the Comprehensive Framework Plan contains several subheadings and various policies. Under the subheading "Quantity and Quality of Recreation Facilities and Services," Policy 33 states:

IT IS THE POLICY OF WASHINGTON COUNTY THAT RESIDENTS OF ITS UNINCORPORATED AREAS ARE PROVIDED WITH ADEQUATE OPEN SPACE AND PARK FACILITIES AND SERVICES.

The County Resource Document is the second component of the Washington County Comprehensive Plan. The Resource Document contains information on the County's natural and cultural resources. This is the basic inventory of information on which all comprehensive plans depend. Nothing in this document relates specifically to annexation.

The third component of the Plan is the Rural\Natural Resource Element. "The Rural\Natural Resources element of the Washington County Comprehensive Plan provides the framework for guiding future land use decisions in Washington County in areas outside the established urban growth boundaries." (Side 1, Rural Natural\ Resources Element)

The Rural\Natural Resources Plan is broken down into "policies" which contain "implementing strategies." Policy 1 describes the planning process including amendment procedures. Of interest in the implementing strategies section of this policy is the statement that the County will "Comply with procedures established by the Metropolitan Service District [Metro] for requesting amendments to the regional Urban Growth Boundary." (Section j. of Policy 1)

Policy 2 states the County's commitment to citizen involvement in all facets of the planning process. While this annexation may be considered to be at best tangentially related to the County planning process, it is noted that extensive notice inviting citizen involvement was given. This included affected local governments, surrounding property owners and CPO # 7.

Plan Policy 3, Intergovernmental Coordination, calls on the County to:

- a. "Coordinate planning activities with appropriate federal, state, regional and local government units, and with affected special districts by:

- (1) Providing affected agencies with information on proposed land use actions for review and comment.
- (3) Notifying affected agencies of time limits for responses to proposed land use actions, and consider that no response within the given time means concurrence with the proposal.

b. Establish and maintain "Planning Area Agreements" with cities.

County Plan Policies 6 (Water Resources), 10 (Fish and Wildlife Habitat) and 11 (Significant Natural Resources) are identified with overlays on the Rural\Natural Resources Plan. The drainageway which runs through the territory to be annexed from east to west is identified as "Water Areas And Wetlands & Fish And Wildlife Habitat." The County strives to protect these areas with regulations limiting development and alteration of the natural vegetation.

Policy 14 establishes nine plan designations for the rural\natural resource area. A portion of this territory (TL's 601, 690, 700 & 800) is designated as AF-20. This is Agriculture and Forest, 20 acre minimum lot size. Tax lots 500 and 600 are designated Exclusive Farm Use (EFU). Policies and implementing strategies relating to EFU are contained Policy 15. Policy 15 does note that exceptions to the policy of maintaining these lands in agricultural use can be allowed pursuant to LCDC Goals, Rules and the County Plan amendment process. Policies relating to AF-20 lands are contained in Policy 17 of the Rural\Natural Resource Plan.

Policy 22, the Public Facilities and Services policy, says public facilities in rural\natural resource areas should be limited to what is necessary for maintaining rural type development.

The last policy in the Rural\Natural Resource Plan is Policy 27, Urbanization. This policy says Washington County intends to provide for urban uses within urban growth boundaries. It says:

The County will:

...

- b. Cooperate with the Metropolitan Service District [Metro] in the establishment and maintenance of the Regional Urban Growth Boundary

The fourth element of Washington County Comprehensive Plan is the **Community Plans & Background Document**. The area being proposed for annexation to Metro is not covered by a Washington County community plan.

The last three elements of the County Comprehensive Plan are the **Community**

**Development Code [zoning ordinance], the Transportation Plan and the Unified Capital Improvement Program.** These elements do not contain any specific directly applicable standards or criteria for boundary changes.

10. In its County 2000 program Washington County has adopted a policy favoring a service delivery system which distinguishes between municipal and county-wide services. The reason for the policy is to achieve tax fairness and expenditure equity in the provision of public services. The County policy favors municipal services being provided by cities or special districts.
11. Since this territory has been outside the regional Urban Growth Boundary it is not within a dual interest area covered by a City/County urban growth management agreement.
12. This territory is not covered by the Beaverton Comprehensive Plan.

As a part of the Urban Growth Boundary adjustment process the City of Beaverton and Washington County signed a Memorandum of Understanding relative to the preparation of urban reserve plans. This document lays out the roles of the City and the County concerning the preparation of the urban reserve area plans which must precede any actual changes in the Urban Growth Boundary.

13. ORS 195 requires agreements between providers of urban services. Urban services are defined as: sanitary sewers, water, fire protection, parks, open space, recreation and streets, roads and mass transit. These agreements are to specify which governmental entity will provide which service to which area in the long term. The counties are responsible for facilitating the creation of these agreements. The statute was enacted in 1993 but there are no urban service agreements in place in Washington, Multnomah or Clackamas counties to date.
14. No urban services are currently available to this site. The territory is not yet within the regional urban growth boundary. Annexation to Metro will not alter this situation. Only after the territory is within the Metro jurisdictional boundary can it be included within the UGB. Annexation to Metro would not make urban services available because the services which Metro offers are not what would generally be described as *urban services*. After annexation to Metro and after successful inclusion of the property within the UGB, the availability of urban services will be addressed through annexation to a city and/or special districts capable of providing those services.
15. This territory lies within Tualatin Valley Fire & Rescue. This is a large rural fire protection district serving both urban and rural areas in Washington, Multnomah and Clackamas counties. The nearest District station is on N.W. 185th just north of the Sunset Highway.

Beaverton School District services this area and it is within the Portland Community College District. The jurisdictional boundaries of Tri-Met and the Portland of Portland also cover the territory.

All other services are provided generally at a rural level by Washington County. This includes police protection, transportation, tax collection, etc.

16. Metro provides a number of services on the regional level. Primary among these is regional land use planning and maintenance of the regional Urban Growth Boundary. Metro has provided this service to this site through the process of identifying urban reserve areas and determining which parcels are currently appropriate for inclusion in the UGB. Metro provides some direct park service at what are basically regional park facilities and has an extensive green spaces acquisition program funded by the region's voters. Metro is responsible for solid waste disposal including the regional transfer stations and contracting for the ultimate disposal at Arlington. The District runs the Oregon Zoo and other regional facilities such as the Convention Center and the Performing Arts Center. These are all basically regional services provided for the benefit of and paid for by the residents within the region. These facilities are funded through service charges, excise taxes and other revenues including a small tax base for operating expenses at the Zoo and tax levies for bonded debt. For the 1998-99 fiscal year the Zoo operating levy was \$ .0966 per \$1,000 assessed value (A.V.) and the bonded debt levies were a combined \$ .2676 for a total tax levy of \$.3642 per \$1,000 A.V.

### CONCLUSIONS AND REASONS FOR DECISION

Based on the Findings, the Commission determined:

1. The proposed annexation should be modified to include the right-of-way of Springville Road which lies adjacent to the territory to be annexed. The Board notes that ORS 198.805 obligates them to consider whether the boundary of the proposal should be modified. In order to simplify and clarify the boundary along Springville Road, the Board chooses to include the entire adjacent right-of-way at this time.
2. The Metro Code at 3.09.050 (e) (2) calls for consistency between the Board decision and any "specific directly applicable standards or criteria for boundary changes contained in . . . regional framework and functional plans . . . " To the very limited extent that any directly applicable standards and criteria can be identified, the Board finds its decision to approve this annexation is consistent with them. There are no directly applicable criteria in Metro's only adopted functional plan, the Urban Growth Management Functional Plan. This Plan requires that cities and counties amend their plans to include minimum density standards, etc. but these mandates do not relate to annexation to a District which does not provide any

services that directly facilitate development. The Functional Plan also lays out requirements for additions to the regional Urban Growth Boundary but these requirements do not affect annexations to the district. Metro includes both urban and non-urban lands and changes to its boundary may or may not result in subsequent changes in the urban growth boundary.

The introduction section of the Regional Framework Plan calls for Metro to encourage a high level of public awareness of its actions. The Board notes that a public hearing was held on this matter and that extensive notice of that hearing was given including: 1) posting of notices in the vicinity of the annexation 45 days prior to the hearing; 2) mailed notice to necessary parties 45 days prior; 3) two published notices in the Valley Times newspaper; 4) notice by first class mail to every property owner within 500 feet and notice to the affected community planning organization (CPO # 7). The Board concludes this hearing and notice is consistent with this section of the Regional Framework Plan.

3. The Metro Code at 3.09.050 (e) (2) calls for consistency between the Board decision and any "specific directly applicable standards or criteria for boundary changes contained in comprehensive plans, public facilities plans . . ." The Board has reviewed the applicable comprehensive plan which is the Washington County Comprehensive Plan and finds approval of this annexation to be consistent with the very few directly applicable standards and criteria in that plan.

Policy 1 of the Rural\Natural Resources Element of the County Comprehensive Plan notes that the County will comply with the procedures established by Metro for changing the UGB. To the extent that the County did participate in the process of [provisionally] changing the UGB in this area the Board finds its decision consistent with this portion of the Plan.

Policy 2 of the Rural\Natural Resources Element states the County's commitment to citizen involvement. Given the public hearing and notice process described in No. 2 above, the Board finds consistency between its decision and this portion of the Plan.

Policy 22 of this element of the Plan says that the County will cooperate with Metro in establishment and maintenance of the UGB. To the extent that Washington County was involved in the recent [provisional] UGB change in this area, this section of the Plan and the Board's decision are consistent.

This area is not covered by any city-county urban planning area agreements. Therefore no consistency between this decision and those agreements is required.

4. The Metro Code also requires that these conclusions address consistency between this decision and any urban service agreements under ORS 195. As noted in Finding No. 13 there are no ORS 195 agreements in place in this area. Therefore

this criteria is inapplicable.

5. Metro Code 3.09.050 (e) (3) states that another criteria to be addressed is that "The affected entity [Metro] can assure that urban services are now or can be made available to serve the affected territory, by its own forces or by contract with others." The Board finds that mostly this criteria also is inapplicable since Metro is not a provider of urban services. However, the Board does believe that the principal behind this criteria, adequacy of services, should be addressed. For the services which the affected district, Metro, does deliver, the Board finds they are adequate to serve this area. Those services and the financing thereof are covered in more detail in Finding No. 16.
6. Metro Code 3.09.050 (e) (4) says: "If the proposed boundary change is for an annexation of territory to Metro, a determination by the Metro Council that the territory should be included in the Urban Growth Boundary shall be the primary criteria for approval.

As noted in Finding No. 8 the applicant has met the Metro requirement for a conceptual land use plan which must precede a decision to add the property to the regional Urban Growth Boundary. As noted in Findings No. 2 & 5 the Metro Council (by resolution in December, 1998) did express their intent to bring this area into the Urban Growth Boundary.

The Board therefore finds that the criteria expressed above is met and that the decision to annex this property into Metro is appropriate.

# EXHIBIT B

Proposal No. MU-0299

A TRACT OF LAND WITHIN THE SOUTHWEST ONE QUARTER OF SECTION 17, AND THE SOUTHEAST ONE QUARTER OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, WASHINGTON COUNTY, OREGON:

COMMENCING AT THE SOUTHWEST CORNER OF THE J. BRUGGER DONATION LAND CLAIM NUMBER 52:

THENCE S 46°38'09" W, 28.22 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF NW BRUGGER ROAD (CR 1037) TO THE TRUE POINT OF BEGINNING;

THENCE S 88°13'56" E, 1,084.46 FEET ALONG THE SOUTH RIGHT OF WAY LINE OF NW BRUGGER ROAD (CR 1037) TO A POINT COMMON TO LOT 25 AND LOT 26 OF THE "BRUGGER TRACT" AND THE SOUTH RIGHT OF WAY LINE OF BRUGGER ROAD (CR 1037);

THENCE S 01°30'14" W, 596.47 FEET ALONG THE LINE BETWEEN LOT 25 AND LOT 26 OF THE "BRUGGER TRACT" TO A POINT;

THENCE LEAVING SAID COMMON LINE S 88°29'46" E, 493.02 FEET TO A POINT:

THENCE S 01°30'14" W, 703.01 FEET TO A POINT;

THENCE S 88°25'44" E, 13.75 FEET TO A POINT;

THENCE S 01°49'10" W, 135.09 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF NW SPRINGVILLE ROAD (CR A-3);

THENCE S 79°42'31" W, 790.85 FEET ALONG THE NORTH RIGHT OF WAY LINE OF NW SPRINGVILLE ROAD (CR A-3) TO A POINT ON A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 2,030.00 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°20'08" (THE LONG CHORD OF WHICH BEARS S 74°02'27" W, 400.97 FEET) 401.62 FEET TO A POINT OF TANGENCY;

THENCE CONTINUING ALONG THE NORTH RIGHT OF WAY LINE OF NW SPRINGVILLE ROAD (CR A-3), S 68°22'23" W, 607.75 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS 3,970.00 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 4°30'59" (THE LONG CHORD OF WHICH BEARS S 70°37'53" W, 312.85 FEET) 312.94 FEET TO A POINT OF TANGENCY;

THENCE CONTINUING ALONG THE NORTH RIGHT OF WAY LINE OF NW SPRINGVILLE ROAD (CR A-3) S 72°53'22" W, 324.56 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1,170.00 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 7°33'57" (THE LONG CHORD OF WHICH BEARS S 76°40'21" W, 154.39 FEET) 154.50 FEET TO A POINT;

THENCE LEAVING SAID NORTH LINE OF NW SPRINGVILLE ROAD (CR A-3), N 02°02'28" E, 218.97 FEET TO A POINT;

THENCE N 87°57'32" W, 165.00 FEET, TO A POINT ON THE WEST LINE OF THE ARCHIBALD BULL DONATION LAND CLAIM NUMBER 50.

THENCE ALONG SAID WEST LINE N 02°02'28" E, 1,127.58 FEET ALONG SAID WEST LINE TO A POINT ON SAID WEST LINE;

THENCE LEAVING SAID WEST LINE, S 87°57'32" E, 64.50 FEET TO A POINT;

THENCE N 01°58'50" W, 919.67 FEET TO THE NORTHWEST CORNER OF THE ARCHIBALD BULL DONATION LAND CLAIM NUMBER 50;

THENCE N 03°11'33" E, 336.96 FEET TO A POINT;

THENCE S 88°39'44" E, 1,008.04 FEET TO A POINT ON THE WEST LINE OF BRUGGER ROAD (CR 1037);

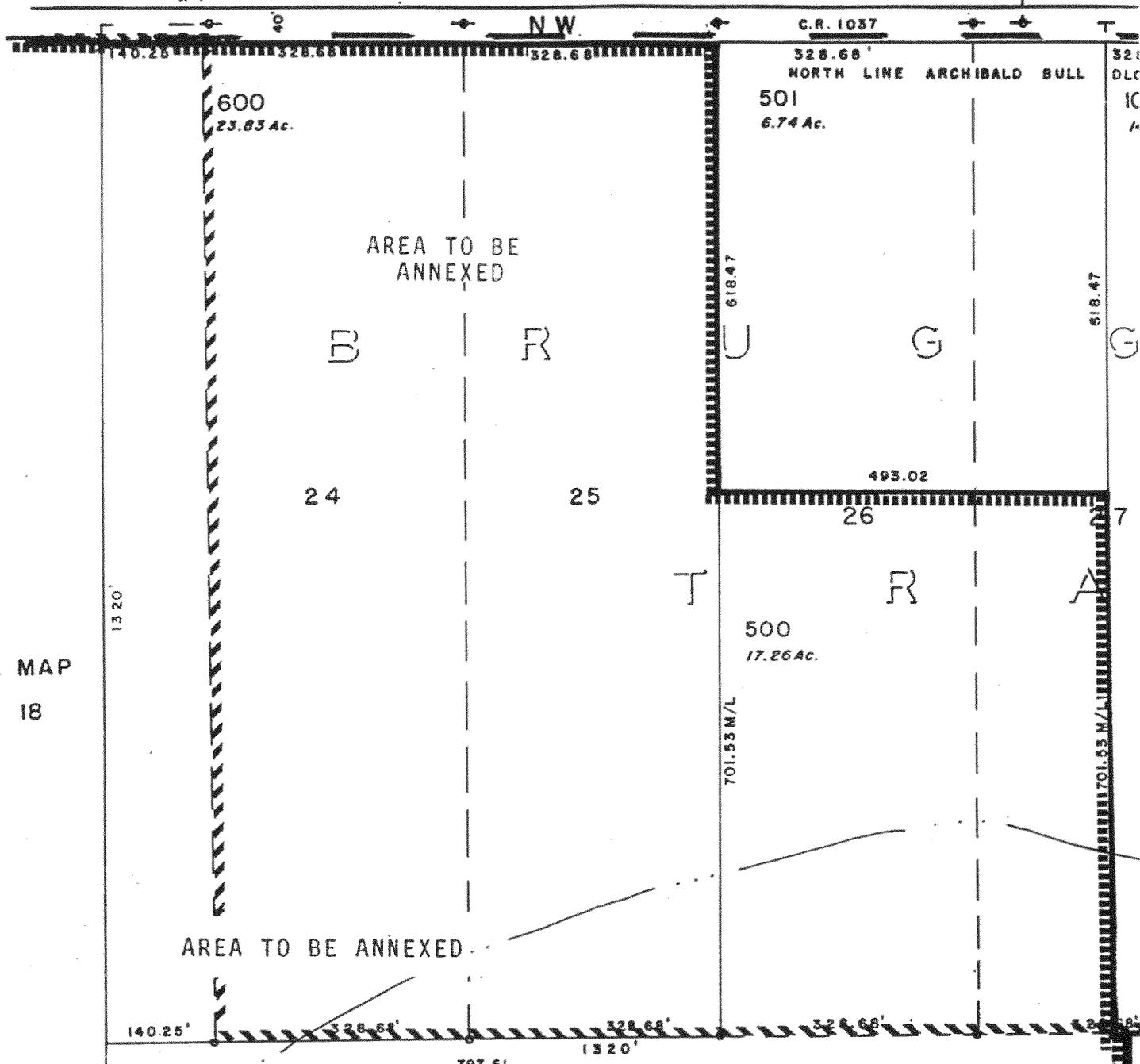
THENCE S 01°30'14" W, 390.24 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 4,764,302 SQ. FT. OR 109.4 ACRES MORE OR LESS

AND INCLUDING THE ADJACENT ROAD R-O-W OF SPRINGVILLE ROAD.

# Proposal No. MU0299

SW1/4 SECTION 17 TIN RIW W.M.



SEE MAP  
IN 118

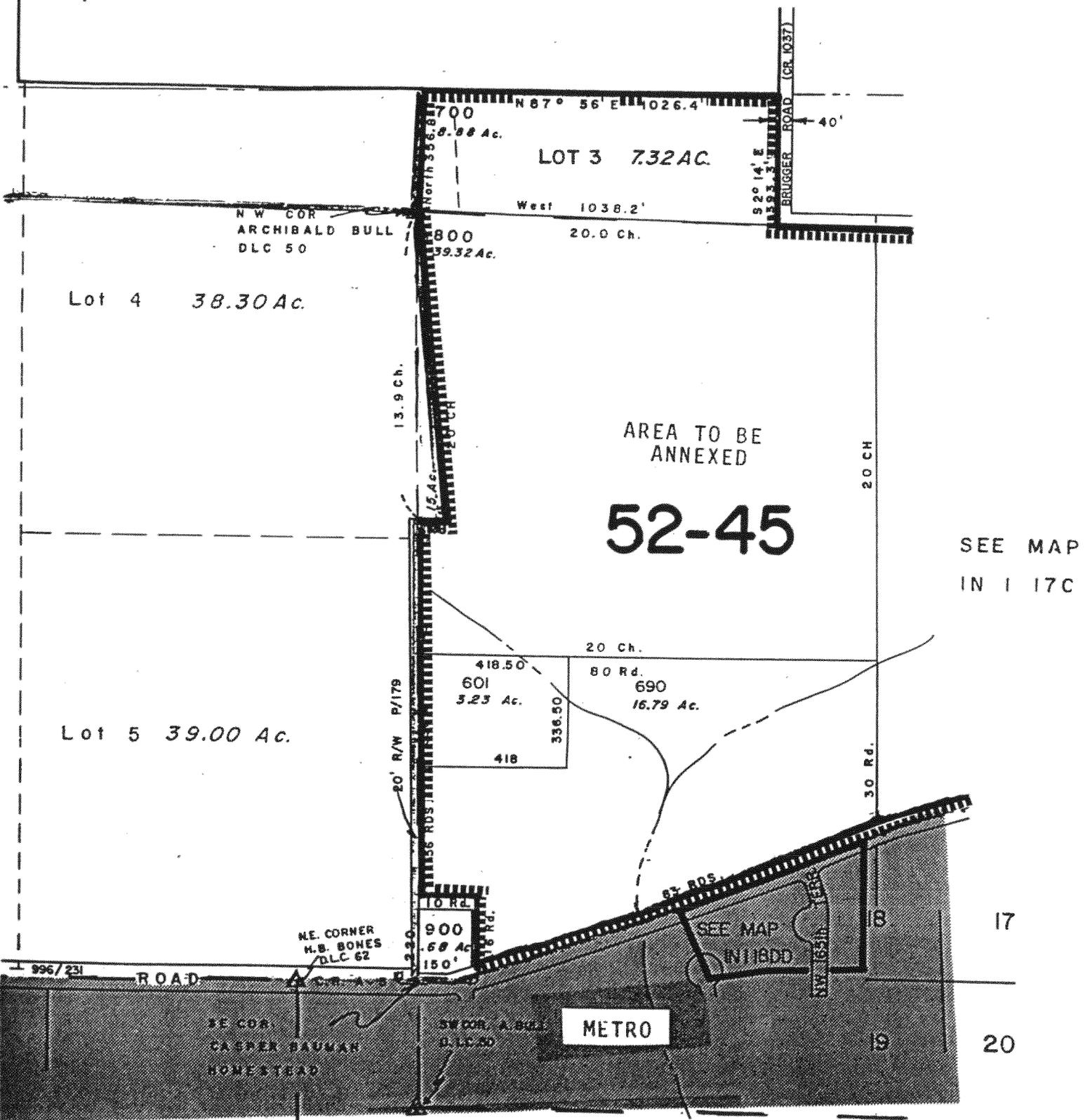
52-46

METRO

PROPOSAL NO. MU-0299  
METRO ANNEXATION  
FIGURE 2A

# Proposal No. MU0299

SECTION 18 TIN RIW W.M.



PROPOSAL NO. MU-0299  
METRO ANNEXATION  
FIGURE 2B

MEETING DATE: APR 29 1999  
AGENDA NO: R-7  
ESTIMATED START TIME: 10:30

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

**SUBJECT:** Lease Agreement for Continuation of Occupation of Space at 2205 NE. Columbia Blvd. for Adult Community Justice Northeast

**BOARD BRIEFING:** DATE REQUESTED: \_\_\_\_\_  
REQUESTED BY: \_\_\_\_\_  
AMOUNT OF TIME NEEDED: \_\_\_\_\_

**REGULAR MEETING:** DATE REQUESTED: 4-29-99  
AMOUNT OF TIME NEEDED: 5 minutes

**DEPARTMENT:** Adult Community Justice **DIVISION:** Probation and Parole  
**CONTACT:** Carl Jaber **TELEPHONE #:** 83178  
**BLDG/ROOM #:** 221

**PERSON(S) MAKING PRESENTATION:** Carl Jaber

**ACTION REQUESTED:**

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

**SUGGESTED AGENDA TITLE:**

Approval of continuation of Lease Agreement for Adult Community Justice Northeast at 2205 N.E. Columbia Blvd. Portland, OR

*4/29/99 originals to Jennifer Wehler*

**SIGNATURES REQUIRED:**

**ELECTED OFFICIAL:** \_\_\_\_\_  
**(OR)**  
**DEPARTMENT**  
**MANAGER:** Carl Jaber

BOARD OF  
COUNTY COMMISSIONERS  
99 APR 21 PM 3:29  
MULTI-NOMIN COUNTY  
OREGON

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

**Any Questions: Call the Board Clerk @ 248-3277**



# MULTNOMAH COUNTY OREGON

JUVENILE AND ADULT COMMUNITY JUSTICE  
ADULT COMMUNITY JUSTICE  
ELYSE CLAWSON, DIRECTOR  
421 S.W. 5TH, SUITE 600  
PORTLAND, OREGON 97204  
(503) 248-3701 FAX (503) 248-3990

BEVERLY STEIN  
COUNTY CHAIR

## SUPPLEMENTAL STAFF REPORT

TO: Multnomah County Board of County Commissioners

FROM: Carl Jaber, ACJ NE District Manager

DATE: April 16, 1999

RE: Lease Agreement for ACJ Columbia Blvd. Branch Office

1. Recommendation/Action Required:

Approve the lease agreement.

2. Background/Action Requested:

The Adult Community Justice's northeast branch office has been at this location for several years and is currently occupied by approximately thirty-five Probation/Parole Officers and support staff. Staff supervise about one thousand adult offenders residing in the North and Northeast Portland area. In addition to housing a generic probation/parole unit, the office is occupied by a Sex Offender team, a probation/parole officer specializing in mental health, and the department's Gang Unit and African-American Program. Renewal of the lease will allow the department to continue to supervise and provide services to this clientele.

3. Financial Impact:

Lease payments are budgeted for the current and next fiscal year.

4. Legal Issues:

None Known

5. Controversial Issues:

None known

6. Link to Current County Policies:

Meets current Board policy and county benchmarks of reducing crime, establishing community partnerships, and good government practices.

7. Citizen Participation:

None known

8. Other Government Participation:

None known



# MULTNOMAH COUNTY OREGON

## REAL PROPERTY LEASE DESCRIPTION FORM

- Revenue       Rent Free Agreement       Taxpayer ID (lessor) on file  
 Expense       County Owned       Renewal of Lease

Property Management  
 Contact Person Bob Oberst Phone 248-3851 Date 4-9-99

Division Requesting Lease Adult Community Services

Contact Person Carl Jaber Phone 248-3178

Lessor Name Watumull Properties Corp.

Mailing Address c/o Norris & Stevens

520 S.W. Sixth Ave. #400

Phone Portland, OR 97204 223-3171

Lessee name Multnomah County

Mailing Address 2505 S.E. 11th Ave.

Portland, OR 97202

Phone 248-3322

Address of 2205 N.E. Columbia Ave.

Lease Property Portland, Or

Purpose of Lease ACT North Branch

Effective Date ~~\*\*\*~~ ~~XXXXXX~~ April 1, 1999

Termination Date May 31, 2004

Total Amount of Agreement \$ 431,438.40 \*

Payment Terms

Annual \$ \_\_\_\_\_  Monthly \$ 7,190.64

Other \$ \_\_\_\_\_ \* Annual CPI not included in this amount

County also must pay utilities and some operating expenses not shown here

FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJ	SUB OBJ	REV SOURCE	SUB REV	REPT CATEG
410	030	5650		6170				

**REQUIRED SIGNATURES:**

Department Head *Leah L. Nicholas* Date 4/21/99

County Counsel *Matthew O. Ryan* Date 4/21/99

Property Management *Bob Oberst* Date 4-21-99

County Executive/Sheriff *Diane Linn* Diane Linn, Vice-Chair Date 4/29/99

CODE		FOR ACCOUNTING / PURCHASING ONLY									
VENDOR NAME		YEAR		AUTHORIZATION NOTICE						ENCUMBRANCE "APRON" ONLY	
LINE NO.	NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC. DEC IND
	9910762 *										

WHITE-PURCHASING

CANARY-INITIATOR

PINK-FINANCE

\*previous contract number 300664-2

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

ORDER NO. 99-72

Authorizing Execution of Agreement for Lease of Certain Real Property for the Operation of Adult Community Justice Northeast.

The Multnomah County Board of Commissioners Finds:

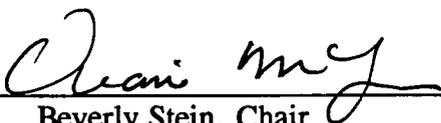
- a) Multnomah County Adult Community Justice provides resources to clients in the Northeast Portland area and immediately surrounding areas.
- b) The existing space has been the location of Adult Community Justice NE Probation and Parole Offices for several years.
- c) The existing space has been identified as adequate to continue providing Adult Community Justice services for the next five years.
- d) The premises described in the attached Lease Agreement before the Board this date have been determined to be available at a reasonable rental from the owner, Watamull Properties Corporation.
- e) It appears that the lease of the premises described in the Lease Agreement before the Board this date will benefit Multnomah County.

The Multnomah County Board of Commissioners Orders:

1. The Chair of the Multnomah County Board of Commissioners is authorized and directed to execute the attached Lease Agreement before the Board this date and any other documents required for the completion of this lease on behalf of Multnomah County.

Adopted this 29th day of April, 1999.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:

Thomas Sponsler, County Counsel  
For Multnomah County, Oregon

By   
Matthew O. Ryan, Assistant County Counsel

# STANDARD LEASE

Dated: \_\_\_\_\_

Between: **Watumull Properties Corp.**

LANDLORD

And: **Multnomah County, a Political Subdivision of the State of Oregon**

TENANT

Tenant wishes to lease from Landlord the following described property, hereinafter referred to as "the Premises:"

Approximately 9,987 S.F. of office space located at 2205 N.E. Columbia Boulevard, Portland, Oregon \_\_\_\_\_ and as further described on the attached Exhibit "A."

Landlord leases the Premises to Tenant for a term of 60 months commencing April 1, 1999 and continuing through March 31, 2004. Commencing April 1, 1999, and continuing through March 31, 2000, the base rent shall be seven thousand one hundred ninety and 64/100 dollars (\$7,190.64) per month payable in advance on the first day of each calendar month. Commencing on April 1, 2000, and as of the commencement of each subsequent one year period of the original term of the Lease, the base rent shall be adjusted by the increase, if any, in the All Urban Consumers, All Items, Consumer Price Index for Portland, Oregon published by the United States Department of Labor, Bureau of Labor Statistics ("Index") as reported for the Second Half of the year, one year prior. No adjustment shall be made to the base rent if the net change in the Index during the preceding one year was a decrease. If the Index is discontinued or revised during any term of this Lease, such other governmental index or computation with which it is replaced shall be used in order to substantially the same result as would be obtained if the Index had not been discontinued or revised.

This lease is subject to the following additional terms to which the parties agree:

1. Use of the Premises

- a. Tenant shall use the Premises only for the purpose of conducting the following business: Parole and probation counseling, and general office.
- b. In connection with its use, Tenant shall, at its expense, comply with all applicable laws, ordinances, and regulations of any public authority, including those requiring alteration of the Premises because of Tenant's specific use, shall create no nuisance nor allow any objectionable liquid, odor, or noise to be emitted from the Premises and shall not overload the floors or electrical circuits of the Premises. Landlord shall have the right to approve the installation of any power-driven machinery by Tenant and may select a qualified electrician whose opinion will control regarding electrical circuits and a qualified engineer or architect whose opinion will control regarding floor loads. Allowable ground floor load shall be 500 pounds per sq.ft.
- c. Tenant may erect a sign stating its name, business and product after first securing Landlord's written approval of the size, color, design, wording, and location, and all necessary governmental approvals. No signs shall be painted on the Building or exceed the height of the Building. All signs installed by Tenant shall be removed upon termination of this lease with the sign location restored to its former state.
- d. Tenant shall make no alterations, additions, or improvements to the Premises or change the color of the exterior without Landlord's prior written consent and without a valid building permit issued by

the appropriate governmental agency. Upon termination of this lease, any such alterations, additions or improvements (including without limitation all electrical, lighting, plumbing, heating and air-conditioning equipment, doors, windows, partitions, drapery, carpeting, shelving, counters, and physically attached fixtures) shall at once become part of the realty and belong to Landlord unless the terms of the applicable consent provide otherwise, or Landlord requests that part or all of the additions, alterations, or improvements be removed. In such case, Tenant shall at its sole cost and expense promptly remove the specified additions, alterations, or improvements and repair and restore the Premises to its original condition.

2. Security Deposit

Tenant has deposited with Landlord the sum of WAIVED (\$ N/A ), hereinafter referred to as "the Security Deposit," to secure the faithful performance by Tenant of each term, covenant, and condition of this lease. If Tenant shall at any time fail to make any payment or fail to keep or perform any term, covenant, and condition on its part to be made or performed or kept under this lease, Landlord may, but shall not be obligated to and without waiving or releasing Tenant from any obligation under this lease, use, apply or retain the whole or any part of the Security Deposit (i) to the extent of any sum due to Landlord; or (ii) to make any required payment on Tenant's behalf; or (iii) to compensate Landlord for any loss, damage, attorneys' fees, or expense sustained by Landlord due to Tenant's default. In such event, Tenant shall, within 5 days of written demand by Landlord, remit to Landlord sufficient funds to restore the Security Deposit to its original sum; Tenant's failure to do so shall be a material breach of this lease. Landlord shall not be required to keep the Security Deposit separate from its general funds, and Tenant shall not be entitled to interest on such deposit. Should Tenant comply with all of the terms, covenants, and conditions of this lease and at the end of the term of this lease leave the Premises in the condition required by this lease, then the Security Deposit, less any sums owing to Landlord, shall be returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interests hereunder) within 30 days after the termination of this lease and vacancy of the Premises by the Tenant.

3. Utility Charges; Maintenance

- a. Tenant shall pay when due all charges for electricity, natural gas, water, garbage collection, janitorial service, sewer, and all other utilities of any kind furnished to the Premises during the lease term. If charges are not separately metered or stated, Landlord shall apportion the utility charges on an equitable basis, based on the percentage of square footage occupied by Tenant of the entire square footage of space in the building or, at Landlord's option in Landlord's sole discretion, based on Landlord's estimation of Tenant's use of the utilities. Landlord shall have no liability resulting from any interruption of utility services caused by fire or other casualty, strike, riot, vandalism, the making of necessary repairs or improvements, or any other cause beyond Landlord's reasonable control. Tenant shall control the temperature in the Premises to prevent freezing of any sprinkler system.
- b. Tenant shall keep the Premises neatly maintained and in good order and repair. Tenant's responsibility shall include maintenance, repair, and replacement of the following items within the Premises space, excluding those within the interior or exterior walls: electrical system, plumbing, overhead and personnel doors, and the replacement of all broken or cracked glass with glass of the same quality. Tenant shall refrain from any discharge that will damage the septic tank or sewers serving the Premises. Landlord shall be responsible for all maintenance, repair or replacement not specifically herein made the responsibility of the tenant.
- c. If the Premises have a separate entrance, Tenant shall keep the sidewalks abutting the Premises or the separate entrance free and clear of snow, ice, debris, and obstructions of every kind.
- d. Operating expenses charged to Tenant hereunder shall include all usual and necessary costs of operating and maintaining the Premises, including, but not limited to, the cost of all utilities or services not paid directly by Tenant, property insurance, HVAC, property management, maintenance and repair and replacement of landscaping, parking areas, and all other building repairs, security services, maintenance, and replacements.

the appropriate governmental agency. Upon termination of this lease, any such alterations, additions or improvements (including without limitation all electrical, lighting, plumbing, heating and air-conditioning equipment, doors, windows, partitions, drapery, carpeting, shelving, counters, and physically attached fixtures) shall at once become part of the realty and belong to Landlord unless the terms of the applicable consent provide otherwise, or Landlord requests that part or all of the additions, alterations, or improvements be removed. In such case, Tenant shall at its sole cost and expense promptly remove the specified additions, alterations, or improvements and repair and restore the Premises to its original condition.

2. Security Deposit

Tenant has deposited with Landlord the sum of WAIVED (\$ N/A ), hereinafter referred to as "the Security Deposit," to secure the faithful performance by Tenant of each term, covenant, and condition of this lease. If Tenant shall at any time fail to make any payment or fail to keep or perform any term, covenant, and condition on its part to be made or performed or kept under this lease, Landlord may, but shall not be obligated to and without waiving or releasing Tenant from any obligation under this lease, use, apply or retain the whole or any part of the Security Deposit (i) to the extent of any sum due to Landlord; or (ii) to make any required payment on Tenant's behalf; or (iii) to compensate Landlord for any loss, damage, attorneys' fees, or expense sustained by Landlord due to Tenant's default. In such event, Tenant shall, within 5 days of written demand by Landlord, remit to Landlord sufficient funds to restore the Security Deposit to its original sum; Tenant's failure to do so shall be a material breach of this lease. Landlord shall not be required to keep the Security Deposit separate from its general funds, and Tenant shall not be entitled to interest on such deposit. Should Tenant comply with all of the terms, covenants, and conditions of this lease and at the end of the term of this lease leave the Premises in the condition required by this lease, then the Security Deposit, less any sums owing to Landlord, shall be returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interests hereunder) within 30 days after the termination of this lease and vacancy of the Premises by the Tenant.

3. Utility Charges; Maintenance

- a. Tenant shall pay when due all charges for electricity, natural gas, water, garbage collection, janitorial service, sewer, and all other utilities of any kind furnished to the Premises during the lease term. If charges are not separately metered or stated, Landlord shall apportion the utility charges on an equitable basis, based on the percentage of square footage occupied by Tenant of the entire square footage of space in the building or, at Landlord's option in Landlord's sole discretion, based on Landlord's estimation of Tenant's use of the utilities. Landlord shall have no liability resulting from any interruption of utility services caused by fire or other casualty, strike, riot, vandalism, the making of necessary repairs or improvements, or any other cause beyond Landlord's reasonable control. Tenant shall control the temperature in the Premises to prevent freezing of any sprinkler system.
- b. Tenant shall keep the Premises neatly maintained and in good order and repair. Tenant's responsibility shall include maintenance, repair, and replacement of the following items within the Premises space, excluding those within the interior or exterior walls: electrical system, plumbing, overhead and personnel doors, and the replacement of all broken or cracked glass with glass of the same quality. Tenant shall refrain from any discharge that will damage the septic tank or sewers serving the Premises. Landlord shall be responsible for all maintenance, repair or replacement not specifically herein made the responsibility of the tenant.
- c. If the Premises have a separate entrance, Tenant shall keep the sidewalks abutting the Premises or the separate entrance free and clear of snow, ice, debris, and obstructions of every kind.
- d. Operating expenses charged to Tenant hereunder shall include all usual and necessary costs of operating and maintaining the Premises, including, but not limited to, the cost of all utilities or services not paid directly by Tenant, property insurance, HVAC, property management, maintenance and repair and replacement of landscaping, parking areas, and all other building repairs, security services, maintenance, and replacements.

4. Taxes and Assessments

- a. In conjunction with monthly rent payments, Tenant shall each month pay a sum representing Tenant's proportionate share of real property taxes and operating expenses as described in 3.d. for the Premises. Such amount shall annually be estimated by Landlord in good faith to reflect actual or anticipated costs. Upon termination of this lease or at periodic intervals during the term hereof, Landlord shall compute its actual costs for such expenses during such period. Any overpayment by Tenant shall be refunded or credited to Tenant, at Tenant's option, and any deficiency shall be paid by Tenant within 15 days after receipt of Landlord's statement. Landlord's records of expenses for taxes and operating expenses may be inspected by Tenant at reasonable times and intervals.
- b. Tenant's proportionate share of real property taxes shall mean that percentage of the total assessment affecting the Premises which is the same as the percentage which the rentable area of the Premises bears to the total rentable area of all buildings covered by the tax statement. Tenant's proportionate share of operating expenses for the Buildings shall be computed by dividing the rentable area of the Premises by the total rentable area of the Buildings. If in Landlord's reasonable judgment either of these methods of allocation results in an inappropriate allocation to Tenant, Landlord shall select some other reasonable method of determining Tenant's proportionate share. For purposes of this paragraph Tenant's proportionate share is determined to be 15.00%.
- c. Real property taxes charged to Tenant hereunder shall include all general ad valorem real property taxes assessed the Premises or payable during the lease term, ~~all assessments, whether paid in whole or in installment payments, on Banerford special assessments, and any rent tax, tax on Landlord's interest under this lease,~~ or any tax in lieu of the foregoing, whether or not any such tax is now in effect. Tenant shall not, however, be obligated to pay any tax based upon Landlord's net income. (See Special Provisions) *Wm*  
*MOR*

5. Parking and Storage Areas

- a. Landlord shall control the use of such parking spaces so that there will be no unreasonable interference with the normal traffic flow, and shall permit no parking on any landscaped or unpaved surface. Under no circumstances shall trucks serving the Premises be permitted to block streets.
- b. Tenant shall not store any materials, supplies, or equipment outside in any unapproved or unscreened area. If Tenant erects any visual barriers for storage areas, Landlord shall have the right to approve the design and location. Trash and garbage receptacles shall be kept covered at all times.
- c. Tenant shall have the right to use the parking in common with Landlord and the other tenants at the real property that the premises are located.

6. Liability

- a. Tenant shall not allow any liens to attach to the Premises. Tenant shall indemnify and defend Landlord from any claim, liability, damage, or loss arising out of any activity on the Premises by Tenant, its agents, guests or invitees or resulting from Tenant's failure to comply with any term of this lease.
- b. See Special Provision #5.

7. Casualty Damage

- a. If fire or other casualty causes damage to the Premises in an amount exceeding 50% of the full construction-replacement cost of the Premises. Landlord may elect to terminate this lease as of the date of the damage by notice in writing to Tenant within 30 days after such date. Otherwise, Landlord shall promptly repair the damage and restore the Premises to their former condition as soon as practicable. Base rent shall be abated during the period to the extent the Premises are not reasonably usable for the use permitted by this lease.

- b. Landlord shall be responsible for insuring the Premises, and Tenant shall be responsible for insuring its personal property and trade fixtures located on the Premises. If any activity by Tenant on the Premises causes Landlord's fire insurance rate to increase, Tenant shall pay the amount of such increase promptly following demand from Landlord.
- c. Neither party shall be liable to the other for any loss or damage to the Premises or damage to the Premises or Tenant's personal property thereon caused by any of the risks which could be covered by a standard fire insurance policy with extended coverage and sprinkler leakage endorsements, and there shall be no subrogated claim by one party's insurance carrier against the other party arising out of any such loss.

8. Condemnation

If a condemning authority takes the entire Premises or a portion sufficient to render the remainder unsuitable for Tenant's use, Landlord may elect to terminate this lease effective on the date that title passes to the condemning authority. Otherwise, Landlord shall proceed as soon as practicable to restore the remaining Premises to a condition comparable to that existing at the time of the taking. Base rent shall be abated during the period of restoration to the extent the Premises are not reasonably usable by Tenant, and rent shall be reduced for the remainder of the term in an amount equal to the reduction in rental value of the Premises caused by the taking as determined by Landlord. All condemnation proceeds shall belong to Landlord and Tenant will not be a party to any condemnation proceedings.

9. Assignment and Subletting.

Tenant shall not assign its interest under this lease nor mortgage or sublet the Premises without first obtaining Landlord's consent in writing. No consent in one instance shall prevent this provision from applying to each subsequent instance. This provision shall apply to all transfers by operation of a law including, but not limited to, mergers and changes in control of Tenant. No assignment shall relieve Tenant of its obligation to pay rent or perform other obligations required by this lease. If Tenant assigns this lease or sublets the Premises for an amount in excess of the rent called for by this lease, such excess shall be paid to Landlord promptly as it is received by Tenant. Tenant shall pay all of Landlord's attorney fees and expenses incurred in deciding whether to so consent.

10. Default

Any of the following shall constitute a default by Tenant under this lease:

- a. Tenant's failure to pay rent or any other charge under this lease within 10 days after it is due, or failure to comply with any other term or condition within 20 days following written notice from Landlord specifying the noncompliance. If such noncompliance cannot be cured within the 20-day period, this provision shall be satisfied if Tenant commences correction within such period and thereafter proceeds in good faith and with reasonable diligence to effect compliance as soon as possible.
- b. Tenant's insolvency; assignment for the benefit of its creditors; Tenant's voluntary petition in bankruptcy or adjudication as bankrupt, or the appointment of a receiver for Tenant's properties.
- c. Tenant's vacation or abandonment of the Premises for a period in excess of 15 days.

11. Remedies for Default

In case of default as described in paragraph 10 above, Landlord shall have the right to the following remedies which are intended to be cumulative and in addition to any other remedies provided under applicable law.

- a. Retake possession of the Premises by self help or summary proceedings and make reasonable effort to relet the Premises upon any reasonable terms. No such reletting shall be construed as an acceptance

of a surrender of Tenant's leasehold interest. No retaking of the premises shall constitute a trespass.

- b. Recover damages caused by Tenant's default which shall include reasonable attorneys' fees at trial and on any appeal therefrom. Landlord may sue periodically to recover damages as they occur throughout the lease term, and no action for accrued damages shall bar a later action for damages subsequently accruing. Landlord may elect in any one action to recover accrued damages plus damages attributable to the remaining term of the lease equal to the difference between the rent under this lease and the reasonable rental value of the Premises for the remainder of the term, discounted to the time of judgment at the rate of 10% per annum.
- c. Make any payment or perform any obligation required of Tenant so as to cure Tenant's default, in which case Landlord shall be entitled to recover all amounts so expended from Tenant, plus interest at the rate of 15% per annum from the date of the expenditure.

12. Surrender on Termination

- a. On expiration or early termination of this lease, Tenant shall deliver all keys to Landlord, have final utility readings made on separate meters if any on the date of move out, and surrender the Premises clean and free of debris inside and out, with all mechanical, electrical, and plumbing systems in good operating condition, all signing removed and defacement corrected, and all repairs and replacements called for under this lease completed. The Premises shall be delivered in the same condition as at the commencement of the term ordinary wear and tear excepted. Tenant shall remove all of its furnishings and trade fixtures that remain its property and restore all damage resulting from such removal. Failure to remove said property shall be an abandonment of same, and Landlord may dispose of it in any manner without liability.
- b. If Tenant fails to vacate the Premises when required, Landlord may elect either to treat Tenant as a tenant from month to month, subject to all provisions of this lease except that the base rent shall be 125% of the last month's rental amount, or to eject Tenant from the Premises and recover damages caused by wrongful holdover.

13. Interest and Late Charges

Rent not paid within 10 days of when due shall bear interest from the date due until paid at the rate of 15% per annum. Landlord may at its option impose a late charge of Five Cents (\$.05) for each One Dollar (\$1.00) of rent for rent payments made more than 10 days late in addition to interest and other remedies available for default.

14. Environmental Conditions

- a. **"Environmental Condition" Defined.** As used in this Lease, the phrase "Environmental Condition" shall mean: (a) any adverse condition relating to surface water, ground water, drinking water supply, land, surface or subsurface strata or the ambient air, and includes, without limitation, air, land and water pollutants, noise, vibration, light and odors, or (b) any condition which may result in a claim of liability under the Comprehensive Environment Response Compensation and Liability Act, as amended ("CERCLA"), or the Resource Conservation and Recovery Act ("RCRA"), or any claim of violation of the Clean Air Act, the Clean Water Act, the Toxic Substance Contract Act ("TSCA"), or any claim of liability or of violation under any federal statute hereafter enacted dealing with the protection of the environment or with the health and safety of employees or members of the general public, or under any rule, regulation, permit or plan under any of the foregoing, or under any law, rule or regulation now or hereafter promulgated by the state in which the Leased Premises are located, or any political subdivision thereof, relating to such matters (collectively "Environmental Laws").
- b. **Compliance By Tenant.** Tenant shall, at all times during the Lease term, comply with all Environmental Laws applicable to the Leased Premises and shall not, in the use and occupancy of the Leased Premises, cause or contribute to, or permit any party claiming by, through or under Tenant, to cause or contribute to any Environmental Condition. Without limiting the generality of the foregoing,

Tenant shall not, without the prior written consent of Landlord, receive, keep, maintain or use on or about the Leased Premises any substance as to which a filing with a local emergency planning committee, the State Emergency Response Commission or the fire department having jurisdiction over the Leased Premises is required pursuant to §311 and/or §312 of the CERCLA, as amended by the Superfund Amendment and Reauthorization act of 1986 ("SARA") (which latter Act includes the Emergency Planning and Community Right-To-Know Act of 1986); in the event Tenant make a filing pursuant to SARA, Tenant shall simultaneously deliver copies thereof to Landlord.

- c. **Environmental Indemnity.** Tenant will protect, indemnify and save harmless Landlord and its beneficiary or beneficiaries, and all of their respective agents, directors, officers and employees, from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) of whatever kind of nature, contingent or otherwise, known or unknown, incurred or imposed, resulting from any Environmental Condition which is caused or contributed to by the use or occupancy of the Leased Premises by Tenant by reason of any occurrence described in this Section 14, Tenant will, at Tenant's expense, by counsel approved by Landlord, resist and defend such action, suit or proceeding, or cause the same to be resisted and defended. The obligations of Tenant under this Section 14 shall survive the expiration or earlier termination of this Lease.
- d. **Testing and Remedial Work.** Landlord may conduct tests in or about the Leased Premises for the purpose of determining the presence of any Environmental Condition. If such tests indicate the presence of an Environmental Condition caused or contributed to by the use of occupancy of the Leased Premises by Tenant or any party claiming by, through or under Tenant, Tenant shall, in addition to its other obligations hereunder, reimburse Landlord for the cost of conducting such tests. Without limiting Tenant's liability under Section 16 hereof, in the event of any such Environmental Condition, Tenant shall promptly and at its sole cost and expense, take any and all steps necessary to remedy the same, complying with all provisions of applicable law ~~and with Section 9.2(b) hereof~~, or shall, at Landlord's election, reimburse Landlord for the cost to Landlord of remedying the same. The reimbursement shall be paid by Tenant to Landlord in advance of Landlord's performing such work based upon Landlord's reasonable estimate of the cost thereof, and upon completion of such work by Landlord, Tenant shall pay to Landlord any shortfall promptly after Landlord bills Tenant therefore, or Landlord shall promptly refund to Tenant any excess deposit, as the case may be.

*Jim*  
*MOR*

15. Security

Tenant shall be solely responsible for providing security for the premises. Landlord shall have no liability whatsoever for security.

16. Attorney Fees

In the event of any litigation arising out of this lease, the prevailing party shall be entitled to recover from the other party, in addition to all other relief provided by law or judgement, its reasonable costs and attorneys' fees incurred both at and in preparation for trial and any appeal or review, such amount to be as determined by the court(s) before which the matter is heard. Disputes between the parties which are to be litigated shall be tried before a judge without a jury.

17. Authorization

Each party represents that the person signing on its behalf has been authorized by that party to do so and that person's signature is binding on behalf of that party.

18. General Provisions

- a. Waiver by either party of strict performance of any provision of this lease shall not be a waiver of nor prejudice the party's right otherwise to require performance of the same provision or any other provision.
- b. Subject to the limitations on transfer of Tenant's interest, this lease shall bind and inure to the

## SPECIAL PROVISIONS

1. **Oregon Tort claims Act.** Any covenant herein by Tenant to defend, indemnify or hold harmless the Landlord shall be subject to the provisions of the Oregon Tort Claims Act, ORS 30.260-30.300, and within the limits in ORS 30.275.
2. **Termination.** It is understood and agreed that Tenant may cancel this agreement, effective on any June 30 during the term hereof, beginning June 30, 2000, by giving Landlord not less than three months written notice of such cancellation if the program funding to maintain the program to be operated in the premises under this agreement is not provided by the Multnomah County Board of Commissioners. The provisions of this cancellation clause will not be used for the purpose of leasing alternative space where the program would be provided at the same level as in the premises. In the event of any such cancellation, Tenant shall pay the Landlord the unamortized costs of all tenant improvements provided by Landlord under this Lease. Such amortization shall be based on the cost of such improvements amortized over the term of this Lease at an interest rate of nine percent (9%) per annum.
3. **Tax Exemption Savings.** Notwithstanding anything to the contrary contained in Paragraph 4 of this Lease, under the provisions of ORS 307.112, certain real property tax savings resulting from exemption of the property leased herein may accrue to the building. The tax savings resulting from the exemption under such statute shall accrue to the benefit of the Tenant by a reduction in the rent equal to the annual savings caused by the exemption. The amount of the rental offset shall be determined annually in November by multiplying the exempt value by the correct tax rate; this rental offset shall be divided by the number of lease months remaining from November through the next following month of June and applying the reduction to the rent payments due in each of the said lease months. Should Tenant fail to obtain said real property tax exemption, Tenant shall pay it pro rata share of real property taxes in accordance with Paragraph 4 of this Lease.
4. **Year 2000 Compliance.** Landlord covenants that the premises and all date sensitive embedded microprocessor, computer systems, and other devices related to the operation of the premises are year 2000 compliant and will continue to work properly on and after January 1, 2000.
5. **Insurance.** Tenant is self-insured for liability and will provide a letter to Landlord stating that fact and that Multnomah County will provide coverage as ordered by statute, to the Landlord, Watumull Properties Corp., a Hawaii corporation.
6. **Option.** Tenant may extend the term of this Lease for two (2) consecutive periods of one (1) year (the "Extended Term"), upon the same terms and conditions as contained herein, except as to the amount of rent, upon the following conditions: (i) Tenant shall deliver to Landlord written irrevocable notice of the intent to extend the term no later than one hundred twenty (120) days prior to the expiration of the Term or First Extended Term, as applicable; (ii) Tenant shall have been, throughout the Term or First Extended Term, as applicable, and shall be at the time of extension, in full compliance with all of the terms and conditions of this Lease; (iii) Tenant shall be personally in occupancy of the Premises upon expiration of the Term or First Extended Term, as applicable; and (iv) this Lease shall be in full force and effect at the time of the exercise of the option. If Tenant fails to exercise the options to extend in strict compliance with the time, manner and conditions set forth in this paragraph, the option shall have no further force and effect. Tenant shall not have any option to further extend the time of this Lease except as expressly provided herein. The monthly base rent for the Extended Term shall be the then prevailing market rate as agreed to by Landlord and Tenant, but in no event shall said monthly base rent be lower than that for the preceding term.

benefit of the parties, their respective heirs, successors, and assigns.

- c. Except in case of emergency or with Tenant's permission, Landlord shall have the right to enter upon the Premises to determine Tenant's compliance with this lease, to make necessary repairs to the Building or the Premises, upon reasonable notice to Tenant, or to show the Premises to any prospective tenant or purchasers. During the last two months of their term, Landlord may place and maintain upon the Premises notices for leasing or sale of the Premises.
- d. If this lease commences or terminates at a time other than the beginning or end of one of the specified rental periods, then the rent (including Tenant's share of real property taxes, if any, shall be prorated as of such date, and in the event of termination for reasons other than default all prepaid rent shall be refunded to Tenant or paid on its account.
- e. Tenant shall within 10 days following Landlord's written requires deliver to Landlord a written statement specifying the dates to which the rent and other charges have been paid, whether the lease is unmodified and in full force and effect and any other matters that may reasonably be requested by Landlord.
- f. Notices between the parties relating to this lease shall be in writing, effective when delivered, or if mailed, effective on the seventh day following mailing, postage prepaid to the address for the party stated in this lease or to such other address as either party may specify by notice to the other. Rent shall be payable to Landlord at the same address and in the same manner.

In witness whereof, the duly authorized representatives of the parties have executed this lease as of the day and year first written above.

LANDLORD:  
Watumull Properties

TENANT:  
Multnomah County, a Political Subdivision of the State of Oregon

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: Juan M. Linn  
Title: Diane M. Linn, Vice-Chair  
Date: April 29, 1999

Address for Notices to Landlord:  
Norris & Stevens  
520 S.W. Sixth Avenue, Suite 400  
Portland, OR 97204

Address for Notices to Tenant:  
Multnomah County Property Management  
2505 S.E. 11th Ave.  
Portland, Oregon 97202

REVIEWED:  
THOMAS SPONSLER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY  
BY: [Signature]  
ASSISTANT COUNTY COUNSEL  
DATE: April 21, 1999

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-7 DATE 4/29/99  
DEB BOGSTAD  
BOARD CLERK

MEETING DATE: APR 29 1999  
AGENDA NO.: R-8  
ESTIMATED START TIME: 10:35

(Above space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Notice of Intent

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_  
REQUESTED BY: \_\_\_\_\_  
AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: April 29, 1999  
AMOUNT OF TIME NEEDED: 5 to 10 minutes

DEPARTMENT: HEALTH DIVISION: Business Services/Primary Care

CONTACT: Tom Fronk/Sharon Armstrong TELEPHONE#: x24274/x22235  
BLDG/ROOM#: 160/8

PERSON(S) MAKING PRESENTATION: Tom Fronk, Sharon Armstrong

**ACTION REQUESTED:**

[ ] INFORMATIONAL ONLY [ ] POLICY DIRECTION [x] APPROVAL [ ] OTHER

**SUGGESTED AGENDA TITLE:**

Notice of Intent to respond to a Request for Applications from the Robert Wood Johnson Foundation's Communities in Charge Initiative.

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_

Or

DEPARTMENT MANAGER: Joseph M. Wahl for Gary Oxman

CLERK OF BOARD OF COUNTY COMMISSIONERS  
99 APR 22 PM 1:35  
MULTI-COUNTY COURTS  
OREGON

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

**Any Questions: Call the Board Clerk @ 248-3277**



# MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT  
426 S.W. STARK STREET, 8TH FLOOR  
PORTLAND, OREGON 97204-2394  
(503) 248-3674  
FAX (503) 248-3676  
TDD (503) 248-3816

BOARD OF COUNTY COMMISSIONERS  
BEVERLY STEIN • CHAIR OF THE BOARD  
DIANE LINN • DISTRICT 1 COMMISSIONER  
SERENA CRUZ • DISTRICT 2 COMMISSIONER  
LISA NAITO • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

## MEMORANDUM

**DATE:** April 21, 1999  
**TO:** Beverly Stein, Chair  
**FROM:** Gary Oxman, MD, Acting Director *Gary Oxman (cc)*  
**SUBJECT:** Notice of Intent to respond to a Request for Applications from the Robert Wood Johnson Foundation's Communities in Charge Initiative

**REQUESTED PLACEMENT DATE:** April 29, 1999

### I. Recommendation/Action Requested

The Multnomah County Health Department is requesting approval from the Board of Commissioners to respond to a Request for Applications (RFA) from the Robert Wood Johnson Foundation. The purpose of this RFA is to identify challenges and opportunities to ensure access to services by Multnomah County's growing population of medically uninsured residents.

### II. Background/Analysis

It is estimated that eleven percent of Multnomah County's residents are without medical insurance. Access to medical insurance, particularly for individuals who live in poverty, is a growing national concern. The Robert Wood Johnson Foundation, a national foundation that focuses on issues of health care and health care access, has released a Request for Applications in response to the Foundation's "Communities in Charge" initiative. This \$16.8 million initiative will provide successful grantees with financial resources to support their efforts to assess and ensure access to health care for low income residents in their communities. Grants will be awarded in two phases. Phase I projects will allow organizations to work collaboratively with health care providers in an effort to evaluate existing conditions and identify institutional changes needed to address problems associated with health care access. Phase II projects will allow local communities to implement changes identified during the Phase I process. This request is for Phase I funding.

**III. Financial Impact**

The Multnomah County Health Department will request \$150,000 from the Foundation for a one-year Phase I assessment project. The project would begin on November 1, 1999, and continue through October 31, 2000. Following the assessment, the Health Department will seek RWJ funding to support implementation activities during Phase II. The Foundation will provide up to \$750,000 dollars in matching funds for Phase II projects.

**IV. Legal Issues**

None identified. The phase of the project involves collaboration, planning and assessment. An assessment of potential legal issues will be addressed as a part of the planning process.

**V. Controversial Issues**

Funding from the Robert Wood Johnson Foundation will support Multnomah County's effort to provide services to individuals who lack access to affordable health care. This project will be conducted as a collaborative project with area health care providers.

**VI. Link to Current County Policies**

This project is consistent with the Portland/Multnomah Progress Board's benchmark #44, increased access to health care. The project is also linked to similar Oregon benchmarks. The objectives of the Communities in Charge Initiative are consistent with the Health Department's vision of "healthy people in a healthy community."

**VII. Citizen Participation**

Communities in Charge involves a collaborative process involving citizen participation. The focus of citizen participation will be to include consumers of low-income health services.

**VIII. Other Government Participation**

The project will involve representatives from the Oregon Health Division and social services agencies throughout Multnomah County. In addition, project participants will include representatives from the Health Department's neighborhood health clinics, school-based health clinics, nonprofit community clinics and area health providers.

**SPEAKER SIGN UP CARDS**

DATE 4/29/99  
NAME Robert Marley  
ADDRESS 7455 NW Helvetia Rd  
Hillsboro, OR 97124  
PHONE 647-0067 w)731-3088x32  
SPEAKING ON AGENDA ITEM NUMBER OR  
TOPIC MU-0199 Annex/METRO  
GIVE TO BOARD CLERK

MEETING DATE: APR 22 1999  
AGENDA NO: R-7 R-10  
ESTIMATED START TIME: 10:45  
10:45

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

**SUBJECT:** Boundary Change Proposal No. MU-0199, Annexation To Metro

**BOARD BRIEFING:** DATE REQUESTED:  
REQUESTED BY:  
AMOUNT OF TIME NEEDED:

**REGULAR MEETING:** DATE REQUESTED: April 22, 1999  
AMOUNT OF TIME NEEDED: 15 Min.

**DEPARTMENT:** DES **DIVISION:** Admin  
**CONTACT:** Larry Nicholas **TELEPHONE #:** 83355  
**BLDG/ROOM #:** 455/219

**PERSON(S) MAKING PRESENTATION:** Ken Martin, Metro Local Government Boundary Change Manager

**ACTION REQUESTED:**

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

**SUGGESTED AGENDA TITLE:**

Boundary Change Proposal: Annexes property within Washington County to Metro

CLERK OF  
COUNTY COMMISSIONERS  
99 APR 14 AM 10:48  
MULTI-NOMAH COUNTY  
OREGON

**SIGNATURES REQUIRED:**

**ELECTED OFFICIAL:** \_\_\_\_\_  
(OR)  
**DEPARTMENT MANAGER:** Larry E. Nicholas

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

**Any Questions: Call the Board Clerk @ 248-3277**

**TO:** Board of County Commissioners

**FROM:** Dept. of Environmental Services - Local Government Boundary Office

**Date:** March 23, 1999

**RE:** Boundary Change Proposal No. MU-0199, Annexation to Metro  
Scheduled For Hearing Date Of April 22, 1999

1. **Recommendation/Action Requested:** Approval With Modification
2. **Background/Analysis:** See Attached Staff Report
3. **Financial Impact:** None
4. **Legal Issues:** None
5. **Controversial Issues:** None
6. **Link to Current County Policies:** None (This annexation lies in Washington County. Its relationship to the Washington County Comprehensive Plan is covered in the attached staff report.)
7. **Citizen Participation:** Notice of this hearing invites testimony from any interested party. Notice consisted of: 1) Posting 3 notices near the territory and one notice in the County Courthouse 45 days prior to the hearing; 2) Publishing notice twice in the Hillsboro Argus; 3) Mailed notice sent to affected local governments, all property owners within 500 feet of the area to be annexed and to the affected neighborhood group (Wash. Co. CPO # 8).
8. **Other Government Participation:** None, except as noted above, possible participation in hearing

## NOTES ON STAFF REPORT AND PROPOSED ORDER

Because the boundary review process is new, the following notes will be included with the first few proposals presented to the Board.

### Legal Framework

The legal framework for review of boundary change proposals by the Board is composed of three parts. Oregon Revised Statutes Chapter 198 (ORS 198) lays out the general process including the minimum requirements for initiating a proposal, components of the initiating petition, notice requirements and timelines for processing and filing approved boundary changes. Some criteria for decision-making, particularly with regard to possible modifications, are specified in ORS 198.

Metro Code Chapter 3.09 provides additional, and generally speaking, more detailed rules and criteria for boundary change review. These rules and criteria are in addition to the ORS 198 requirements. Also these rules and criteria only apply to boundary changes (such as the current proposal) which are inside the Metro boundary or identified urban reserve areas. The Metro code calls for wider notice of hearings and decisions and longer periods of time between the notice and the event. The Code requires a staff report which addresses specific factors such as compliance with regional and local plans. Also mandated are approval orders with findings of fact and conclusions based on those facts. Finally the Metro Code sets up an appeal panel which may hear appeals of county decisions if those appeals are made by a necessary party. A necessary party is a unit of government which directly or indirectly delivers one of the following services to the area in the proposed boundary change: sewer, water, fire, parks\recreation\open space, roads and mass transit.

The third part of the legal framework for your review of boundary changes is Oregon Revised Statute Chapter 197, specifically ORS 197.763. While there could be exceptions, it is generally believed that most annexation decisions should be considered to be land use decisions. Thus to be on the safe side legally, the requirements for noticing and conducting local quasi-judicial land use hearings should be followed when deciding boundary changes. These notice requirements are more detailed and the notice itself is more widely distributed than is required by ORS 198 or the Metro Code.

### Staff Report

The staff report will provide information on the proposed boundary change. It will cover the *reasons* the change is being proposed, *geographical information*, *land use planning* relative to the site and *services* availability & cost.

There may be instances where modification of a proposed boundary change should be considered. If these are known about in advance they will be covered in the staff report.

Modifications may take the form of petitions from adjacent property owners for inclusion in a proposed boundary change or perhaps suggestions by staff for inclusion of public rights-of-way.

Attached to the staff report you will find a proposed set of findings of fact and conclusions from those findings. These may be used *as is* to adopt an ordinance or modified as a result of information gathered at the hearing.

**PROPOSAL NO. MU-0199 - METRO - Annexation**

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**Petitioners:** Property Owner - James D. Standring; Registered Voters - Delfina & Clifford Fawcett, Gary & Cheryl Schindele, Lane Hatcher, Mathew Parrott

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Proposal No. MU-0199 was initiated by a consent petition of the property owners and registered voters. The petition meets the requirement for initiation set forth in ORS 198.855 (3) (double majority annexation law), ORS 198.750 (section of statute which specifies contents of petition) and Metro Code 3.09.040 (a) (lists Metro's minimum requirements for petition). If the Board approves the proposal and there are no objections from necessary parties, the boundary change could become effective immediately if the Board chooses to put an emergency clause on it. Without an emergency clause the change would become effective 30 days following approval. If a necessary party has objected to the boundary change it will become effective 30 days after the date of approval [and most likely the objecting party would then appeal to the Metro Appeals Commission.]

The territory to be annexed is located on the northwest edge of the District, north of the Sunset Highway, on the north edge of Groveland Drive, and the west edge of Helvetia Road. The territory contains 29 acres, 4 single family residences, a population of 6 and is evaluated at \$765,100.

**REASON FOR ANNEXATION**

The applicant desires annexation in order to pursue inclusion in the regional Urban Growth Boundary and ultimately development of the property. This property was included in an urban reserve area and has been provisionally included in the UGB. However, Metro cannot take official action on the UGB amendment until the property is within the Metro jurisdictional boundary.

**MODIFICATION**

The owner of one of the tax lots on the south side of NW Groveland Drive contacted the staff about the possibility of inclusion of her property in the proposal. Staff explained that annexation into Metro would only be a first step if she ultimately wanted to develop the property. It was explained that annexation to Metro would make available Metro's regional

services (planning, open space acquisition, the zoo, etc.) and that a UGB amendment would have to be sought by the applicant if additional development or acquisition of urban services was her goal. This was understood by the applicant.

As submitted the proposed annexation is not contiguous to the Metro boundary because Helvetia Road is not within the boundary. Contiguity is not required by the statutes or Metro Code. However, assuming this property is later annexed to Hillsboro to acquire services to facilitate development, a situation will be created where road r-o-w will be within the City but not within Metro. This will require the County Assessor's office to maintain a separate tax code area just for the right-of-way.

## **CRITERIA FOR DECISION-MAKING**

The criteria for making decisions on boundary changes are summarized in Exhibit A of this report. These criteria generally fall into two broad categories - land use planning compatibility and services adequacy. The next two sections of this report provide information on these two subjects.

## **LAND USE PLANNING**

### *SITE CHARACTERISTICS*

The land slopes gently toward Waibel Gulch which crosses the property from northeast to southwest. There are trees (mostly oak & other deciduous types) on the western and eastern portions of the property with open agricultural land between on both sides of the swale. Agricultural land lies to the north and west with agricultural\industrial land to the east and Highway 26 on the south. The four residences lie on the west side of TL 900.

### *REGIONAL PLANNING*

#### General Information

This territory is outside of Metro's jurisdictional boundary and outside the regional Urban Growth Boundary (UGB).

Metro was required by state law to designate areas outside its boundary which would be suitable for supplying a 10-30 year supply of developable land beyond the 20 year supply within the boundary. The area was included within an "urban reserve study area" in 1995 (by Metro Resolution 95-2244). Further study and action by the Metro Council in March of 1997 resulted in designation of this territory as an "urban reserve area" (URA).

Additionally Metro was required to inventory buildable lands within the existing UGB and analyze the adequacy of the supply by January 1, 1998. If the supply was found wanting

Metro was required to accommodate one half of the mandated 20 year supply inside the UGB within one year of completion of the analysis - in other words, by January 1, 1998. They were given two years to accommodate the entire 20 year buildable lands supply within the UGB (that is, by January 1, 1999).

Metro completed the required analysis, determined that they needed to expand the UGB and did so by bringing into the UGB (by ordinance or provisionally by resolution) certain lands in the identified Urban Reserve Areas. This action was taken in December, 1998 and the territory to be annexed to Metro in the current proposal was included. The URA's had been identified by numbers, in this case Numbers 62 & 63 (see attached Figure 3).

Thus the status of the territory currently under consideration is that it is provisionally approved for inclusion in the regional Urban Growth Boundary pending approval of its inclusion in Metro's jurisdictional boundary.

### Regional Framework Plan

The law which dictates that Metro adopt criteria for boundary changes specifically states that those criteria shall include " . . . compliance with adopted regional urban growth goals and objectives, functional plans . . . and the regional framework plan of the district [Metro]." In fact, while the first two mentioned items were adopted independently, they are actually now part of Metro's Regional Framework Plan. Another previously free standing construct which is now an element of the Framework Plan is the 2040 Growth Concept. Each of these elements of the Regional Framework Plan is discussed below.

Regional Growth Goals and Objectives. Metro first established in 1991, and has subsequently amended and adopted, Regional Urban Growth Goals and Objectives known as the RUGGOS. The RUGGOS were published in a separate stand-alone document as amended and adopted on December 14, 1995. In that document these goals and objectives were accumulated under some general headings. As an example under the general heading of "Natural Environment" there were five objectives relating to watershed management, water supply, air quality, natural areas and protection of agricultural & forest lands.

In the Regional Framework Plan these objectives have been disbursed out to various chapters of the Plan which deal with specific topics. Thus the water supply objective mentioned in the previous paragraph will be found in the chapter on "Water" while the natural areas objective is found in the chapter on "Parks, Natural Areas, Open Spaces and Recreational Facilities."

The 2040 Growth Concept and Map. As required by its charter, Metro also went through an extensive planning process to develop a 50 year future vision of the region. This ultimately grew into what was called the 2040 Growth Concept which included a concept map. This exercise was required to be completed in a time frame which was shorter than that for completion of the Framework Plan. Thus the 2040 Plan was originally also

published as a stand-alone document dated December 8, 1994. When the RUGGOS were published in December of the following year the 2040 Growth Concept and Map were incorporated into the Regional Urban Growth Goals and Objectives document. Ultimately as noted above, the 2040 Growth Concept and Map are now a part of the Regional Framework Plan.

**Urban Growth Management Functional Plan.** Metro is authorized to adopt functional plans which are limited purpose plans addressing designated areas and activities of metropolitan concern. Distinguishing characteristics of functional plans include: 1) provisions in functional plans require changes in city and county comprehensive plans; 2) the plans or actions implementing provisions therein will be adopted by Metro as final land use actions which must comply with the statewide Goals; 3) functional plans are the way Metro can require local plan changes so many elements of the Framework Plan may ultimately become functional plans. Thus Metro may initiate functional plans concerning any of the major divisions of the Regional Framework Plan or some other activity or area. But a division of the Regional Framework Plan or a study of another activity or area is not automatically considered to be a functional plan. It is not a functional plan unless it mandates local plan changes.

Prior to adoption of the Regional Framework Plan, Metro decided it was necessary to begin implementation of some facets of the 2040 Growth Concept and the RUGGOS. In order to accomplish this, Metro adopted one functional plan - the Urban Growth Management Functional Plan - on November 21, 1996. This functional plan has been codified in Metro Code Chapter 3.07. and is included as an appendix to the Regional Framework Plan.

The Urban Growth Management Functional Plan requires cities and counties to amend their comprehensive plans and implementing ordinances to be accord with elements in the Functional Plan. Included in these requirements are such items as minimum density standards, limitations on parking standards, mandated adoption of water quality standards and rules relating to Urban Growth Boundary expansion into Urban Reserve areas. This last requirement of the Urban Growth Management Functional Plan is embodied in Title 11.

Title 11 of the Urban Growth Management Functional Plan speaks to the issue of addition of territory to the regional Urban Growth Boundary. Territory to be added to the UGB must have a conceptual plan adopted by the city or county which will be responsible for the territory's urban land use planning. The plan must be approved by Metro. The "urban reserve plan" must provide for current or ultimate annexation of the territory to a city and any necessary service districts. It must also meet certain density, transportation and other thresholds. The applicant in this current proposal met the requirements as part of the provisional approval for an Urban Growth Boundary change. None of the requirements in Title 11 relate directly to the issue of annexation to Metro.

**The Regional Framework Plan And Boundary Changes.** The "Introduction" section of the Framework Plan contains the following statement with regard to "Relationship With Metro Citizens":

## **Notification**

*Metro shall develop programs for public notification, especially for (but not limited to) proposed legislative actions, that ensure a high level of awareness of potential consequences, as well as opportunities for involvement on the part of affected citizens, both inside and outside of its districts' boundaries. (p.7, Regional Framework Plan (RFP))*

Also in the "Introduction" section is an explanation of the structure of the Plan. This explanation may be helpful in locating any directly applicable standards and criteria for boundary changes:

*Each chapter is structured with a format that includes statements of goals and objectives that are intended to apply to Metro's planning efforts. In addition, some of the chapters include references to the specific requirements that are made directly applicable to cities and counties in Chapter 8. Furthermore, the chapters contain background information and policy analysis that describes the subject matter that is addressed.*

*Any requirements that apply directly to cities or counties are separately referenced in a substantive chapter addressing a specific subject area and summarized in Chapter 8. All requirements of this Regional Framework Plan that are requirements applicable to cities and counties are adopted by functional plans included in the Appendices. (p. 11, RFP)*

The Regional Framework Plan contains a lengthy section on the 2040 Growth Concept (pp. 11-23, RFP). This concept states that "[t]he preferred form of growth is to contain growth within a carefully managed Urban Growth Boundary" (p. 11, RFP). The 2040 Growth Concept includes a map which lays out the "central city-regional centers-town centers" ideas and other general constructs of the Concept. This section of the Framework Plan has been examined and found not to contain any directly applicable standards and criteria for boundary changes.

Chapter 1 of the Framework Plan contains Policies (Goals and Objectives) including one titled "Urban/Rural Transition" (p. 32, RFP). This policy states there should be a clear transition between urban and rural land. The policy then goes on to list some factors to be considered when determining where the break should be between urban and rural lands. It also gives guidance for determining which areas should be included in "urban reserves."

The property under consideration in the current boundary change proposal is clearly in a transition mode. However, this policy speaks to the larger issues of deciding what areas should be included in urban reserves and ultimately the UGB. The policy does not give direction on the more specific notion of annexation into the Metro jurisdictional boundary which includes both rural and urban lands.

Chapter 1 also contains a policy on the Urban Growth Boundary (pp. 33-34). This policy, like the previous one, addresses issues of changing the UGB but does not speak to the

changing of the District's jurisdictional boundary. This policy does lay out the details of a requirement that conceptual land use plans must be done for urban reserve areas prior to their being considered for inclusion in the Urban Growth Boundary. These requirements are also formalized in the Metro Code (Chapter 3.01). While these requirements of an urban reserve plan are not directly related to the current proposal they are attached hereto as Exhibit B for Board's general information. The applicant met these requirements through submission to the Metro Council as a part of the process of having this territory provisionally approved for inclusion in the UGB.

Policy 1.12 of Chapter 1 calls for protection of agricultural and resource lands outside the UGB. The goal goes on to say that:

*Expansion of the UGB shall occur in urban reserves, established consistent with the urban rural transition objective. All urban reserves should be planned for future urbanization even if they contain resource lands.*

Chapter 2 of the Regional Framework Plan covers Transportation. This chapter was reviewed and found not to contain specific directly applicable criteria for boundary changes.

Chapter 3 of the Regional Framework Plan deals with Parks, Open Spaces and Recreational Facilities. This chapter was reviewed and found not to contain specific applicable criteria for boundary changes.

Chapter 4, Water, is divided into two sections, one dealing with Water Supply and one with Watershed Management and Water Quality. Metro's interests here are on water conservation and the link between land use and water supply. The agency has not assumed any role in the functional aspects of treatment, supply, transmission or storage. In a global sense Metro's planning for the region seeks to assure that its growth concepts and projections are coordinated with regional infrastructure capacities and planning. Relative to watershed management and water quality, Metro's goals are broad-brush and this chapter acknowledges that application of real restrictions lies with the local governments. No specific applicable criteria for boundary changes are to be found in either section of Chapter 4.

Natural Hazards are covered in Chapter 5 of the Regional Framework Plan. This chapter has been reviewed and found not to contain specific applicable criteria for boundary changes.

Chapters 6 (Clark County), 7 (Management) and 8 (Implementation) also do not include any specific applicable criteria relative to boundary changes.

## **COUNTY PLANNING**

### **Washington County Comprehensive Plan**

The Washington County Comprehensive Plan is composed of the following pieces:

The Comprehensive Framework Plan For The Urban Area  
County Resource Document  
Rural Natural Resource Element  
Community Plans and Background Documents  
Community Development Code  
Transportation Plan  
Unified Capital Improvements Program

As stated at 3.1.6 & 7 of the Plan, Volume II:

The [Washington County] Comprehensive Plan is composed of the Comprehensive Framework Plan and site-specific Community Plans that are implemented by the Community Development Code and functional plans including Transportation and Capital Improvements. . . . The Comprehensive Framework Plan contains the broad policy directions that are the basis for the other Comprehensive Plan elements. . . . The Community Plans indicate the specific land uses and circulation systems which have been determined as necessary to meet community needs. . . . Implementation of the Comprehensive Framework Plan and Community Plans occurs when their provisions are incorporated into the preparation and review of land development proposals through application of the Community Development Code.

Each of these 7 elements has been searched for materials relative to annexations. Sections of these elements which speak directly to the issue of annexation or which appear to have some relevance to that issue have been reviewed to determine whether the current proposal is consistent with them or not.

The territory to be annexed is currently outside the regional Urban Growth Boundary and therefore subject to Washington County's Rural and Natural Resources Plan. However, since Metro has provisionally decided it should be placed within the UGB where it would fall under the County's Comprehensive Framework Plan For The Urban Area, both plans are examined here.

The **Comprehensive Framework Plan For the Urban Area** is broken down into *Elements*. Each element is comprised of a number of *Policies*. The policies also contain *Implementing Strategies* and *Summary Findings and Conclusions*.

In the GENERAL element of the Plan the Intergovernmental Coordination Policy calls for the County to "effectively coordinate its planning and development efforts with . . . other local governments and special districts." 3.1.11, Intergovernmental Coordination Policy No. 3. The summary of that section notes that " . . . the specific responsibilities of cities and special service districts, must be coordinated to ensure that their various plans and programs reinforce and are consistent with the County's Comprehensive Plan." To the extent that boundary changes to cities and districts can be considered to be "plans and programs" it could be asserted that such boundary changes need to be consistent with the plan.

One of the implementing strategies of this element calls for establishment and maintenance of Urban Planning Area Agreements (UPAA's) between the cities and the County. These documents are to aid in the coordination between the County and cities on land use planning and development matters. These documents may contain guidelines relative to boundary changes and if so, by virtue of this element, they would need to be considered when reviewing compliance of a boundary change with the Comprehensive Framework Plan.

The second element of the Comprehensive Framework Plan is the NATURAL AND CULTURAL SETTING element which contains Water Resources Policy No. 6. (3.2.1). Under the Water Resources Policy the County's policy of protecting the quality of water resources is to be implemented through several drainage improvement strategies. These include minimizing the establishment of new subsurface disposal systems, maintenance of streamside vegetation, etc. Some of these strategies may relate directly to a boundary change. For instance annexation to a sewer-providing government may be found to be in obvious compliance with the strategy of reducing dependence on subsurface systems.

In the URBANIZATION element of the Plan under the subheading "reasons for Growth" (3.3.1), Policy 13 states:

IT IS THE POLICY OF WASHINGTON COUNTY TO ESTABLISH A GROWTH MANAGEMENT SYSTEM FOR THE UNINCORPORATED AREAS WITHIN THE UGB WHICH PROMOTES:

- (1) EFFICIENT, ECONOMIC PROVISION OF PUBLIC FACILITIES AND SERVICES;
- (2) INFILL DEVELOPMENT IN ESTABLISHED AREAS WHILE PRESERVING EXISTING NEIGHBORHOOD CHARACTER;
- (3) DEVELOPMENT NEAR OR CONTIGUOUS TO EXISTING URBAN DEVELOPMENT WHERE SERVICES ARE AVAILABLE;
- (4) PARCELIZATION OF LAND SUCH THAT FUTURE DEVELOPMENT AT URBAN DENSITIES CAN TAKE PLACE;
- (5) DEVELOPMENT WHICH IS COMPATIBLE WITH EXISTING LAND USES;
- (6) AGRICULTURAL USE OF AGRICULTURAL LAND UNTIL SERVICES ARE AVAILABLE TO ALLOW DEVELOPMENT;
- (7) DEVELOPMENT IN CONCERT WITH ADOPTED COMMUNITY PLANS; AND
- (8) UTILIZATION OF THE EXISTING CAPITAL INFRASTRUCTURE.

Implementing Strategies

The County will:

- a. Permit growth to occur only in areas with adequate public services and facilities, as permitted under growth management strategies contained in the Comprehensive Plan. If development is permitted in areas with limited services, a minimum acreage of ten (10) acres should be imposed. Allow subsurface sewage disposal systems within the UGB where approved by the County on legally created lots of record, where USA does not now serve. Prior to the issuance of a development permit, in such cases, the property owner will be required to sign a waiver of remonstrance against future formation of a Local Improvement District for sanitary sewers;
- b. Encourage infill development where such development will not adversely affect existing uses and where the capacity of existing public facilities and services will not be exceeded;
- c. Allow the continuation of existing farm and forestry uses within the urban unincorporated area;
- d. Assure that proposed land divisions are consistent with all current master facilities plans for roads, sanitary sewers, drainage, and water distribution facilities, as well as community and city plans. This will help assure that full development of the property can take place at planned urban densities; and

...

Policy 14, under the subheading of Managing Growth, says:

IT IS THE POLICY OF WASHINGTON COUNTY TO MANAGE GROWTH ON UNINCORPORATED LANDS WITHIN THE UGB SUCH THAT PUBLIC FACILITIES AND SERVICES ARE AVAILABLE TO SUPPORT ORDERLY URBAN DEVELOPMENT.

Implementing Strategies

The County will:

...

- b. Categorize urban facilities and services into three categories: Critical, Essential and Desirable.
  - 1) Critical facilities and services are defined as: Public Water, public sanitary sewers, fire, drainage, and access (Local and Minor Collector roads). An inability to provide an adequate level of Critical services in conjunction with

the proposed development will result in the denial of a development application.

- 2) **Essential facilities and services are defined as: Schools, Arterial (including State highways) and Major Collector roads including Transit streets, on-site transit improvements (such as bus shelters and turnouts, etc.), police protection, and pedestrian walkways. Failure to ensure the availability of an adequate level of all Essential services within five (5) years from occupancy may result in the denial of a development application.**
  - 3) **Desirable facility(ies) and service(s) are defined as: Public transportation service, pedestrian and bicycle paths, and parks. These are facilities and services which can be expected in a reasonable time frame (five year period) from the occupancy of a development. A development application may be conditioned to facilitate these services based upon specific findings;**
- c. **Rely upon the standards established by the appropriate special service district and adopted County Standards as the measurement of acceptability for the service provided by the service provider. The information obtained from the service provider shall be treated as a rebuttable presumption as to the ability to provide an adequate level of the facility or service. However, the evidence that can rebut it must be compelling evidence based upon objective data in order to controvert the determination of the service provider. Specific standards for implementation will be identified in the Community Development Code as well as acceptable methods for assuring availability of required public services and facilities;**
  - d. **Require that the cost of providing the required County urban services for a particular land use proposal shall be borne by the applicant or benefitted properties unless otherwise authorized by the Board of County Commissioners.**
  - e. **Apply the growth management standards to all new development actions except construction of a detached dwelling on a lot of record;**
  - f. **Establish clear and objective criteria for the issuance of all development permits. These criteria will consider:**
    - 1) **Consistency with the Comprehensive Plan and appropriate Community Plans,**
    - 2) **Adequacy of public facilities and services as required in the growth management strategy, and**
    - 3) **Consistency with development standards contained in the Community Development Code; and**
  - g. **Use and encourage other public service providers to use the following priority list to guide the investment of public monies in public facilities and services:**

- 1) Solve existing health, safety and welfare problems.
- 2) Facilitate infill development or new development which is contiguous to existing.
- 3) Promote commercial and industrial economic development opportunities.
- 4) Extend services to outlying, undeveloped areas designated for residential development in the Comprehensive Plan.

**Summary Findings and Conclusions**

A healthy, livable urban environment is achieved in part through the provision of public facilities and services prior to or concurrent with development in a level adequate to serve the expected demand.

Of the major urban facilities and services provided in Washington County -- including sewers, water lines, roads, fire and police protection, and schools, -- it is the County road system and police protection services which are most heavily impacted by the demands of the County's growth. Providers of other services have, in general, been able to keep pace with the rapid growth of recent years and still provide more than adequate service to existing customers.

Policy 15 of the URBANIZATION element, under the subheading "Roles and Responsibilities for Servicing Growth," states:

IT IS THE POLICY OF WASHINGTON COUNTY TO WORK WITH SERVICE PROVIDERS, INCLUDING CITIES AND SPECIAL DISTRICTS, AND THE PORTLAND METROPOLITAN AREA BOUNDARY COMMISSION, TO INSURE THAT FACILITIES AND SERVICES REQUIRED FOR GROWTH WILL BE PROVIDED WHEN NEEDED BY THE AGENCY OR AGENCIES BEST ABLE TO DO SO IN A COST EFFECTIVE AND EFFICIENT MANNER.

**Implementing Strategies**

The County will:

- a. Prepare a public facilities plan in accordance with OAR Chapter 660, Division 11, Public Facilities Planning;
- b. Continue to provide the following facilities and services as resources permit:

Public Health  
 Sheriff Patrol  
 Assessment and Taxation

County-wide  
 County-wide (limited)  
 County-wide

Land Development Regulations	Unincorporated Areas Only
Solid Waste Collection System Management (franchising)	Unincorporated Areas Only
Solid Waste Disposal Outside UGB	Unincorporated Areas
Cooperative Library System	County-wide
Records and Elections	County-wide

c. Establish a coordination system with all cities, special districts and private companies that now or will provide services in the present unincorporated area. This coordination system will be designed to ensure that the following types of services and facilities will be provided when needed to existing and future County residents and businesses in accord with the Comprehensive Plan:

- 1) Sanitary sewage collection and treatment,
- 2) Drainage management,
- 3) Fire protection,
- 4) Water distribution and storage,
- 5) Schools,
- 6) Libraries,
- 7) Utilities (electricity, telephone and cable communications, natural gas, etc.),
- 8) Solid waste disposal,
- 9) Roads and transportation facilities,
- 10) Parks and recreation facilities,
- 11) Police, and
- 12) Transit;

d. If appropriate in the future, enter into agreements with service providers which address one or more of the following:

- 1) Process for review of development proposals,
- 2) Process for review of proposed service extension or facility expansion,
- 3) Service district or city annexation,
- 4) Planning of service extensions, new facilities, or facility expansions,
- 5) Procedures for amending the agreement,
- 6) Methods to be used to finance service and or facility improvements, operation and maintenance,
- 7) Standards to be used by the County and the service provider in assessing "adequate" service levels,
- 8) Area or clientele to be served now and in the future,
- 9) Consistency with Plan policies and strategies,
- 10) Coordination of capital improvements programs, and
- 11) Cost effectiveness of service provision;

- e. Not oppose proposed annexations which are in accord with an Urban Planning Area Agreement (UPAA);
- f. Work with Citizen Participation Organizations to identify and describe specific concerns related to possible future annexations of land to cities which abut Community Planning Areas. These concerns shall be considered by the County during renegotiation of Urban Planning Area Agreements;
- g. Support incorporation of new communities provided that incorporation will result in the provision of services in the most efficient and cost effective manner and is not in violation of an already existing Urban Planning Area Agreement between the County and an affected city; and
- h. Cooperate in the development, adoption, and implementation of a master plan for library services and facilities based on a survey of County library needs; and, develop a financial plan for operating library services in the County, with emphasis on the establishment of a multiple funding base, with the involvement of the Washington County Cooperative Library System Citizen Advisory Board, cities, community libraries, school districts, the Tualatin Hills Park and Recreation District, and citizens.

#### Summary Findings and Conclusions

Public facilities and services necessary for growth in Washington County historically have been provided by a variety of unrelated special districts, local governments, and other agencies. Cooperation and coordination between service providers in developing plans and programming capital facilities has been limited.

The County has the responsibility under state law to coordinate the timely provision of public facilities and services within the County. Due to the fact that the County itself does not provide a full range of urban services, the best means of fulfilling this responsibility -- which will result in a better living environment for county residents - is the formal establishments [sic] of a strong coordination system between the County and all service providers.

The County has the additional responsibility to its citizens of ensuring that the services needed to allow growth will be provided by the agency or agencies best able to do so in a coordinated, efficient and cost effective manner. Therefore, County review of and recommendations on annexation or incorporation proposals involving cities and special service districts is imperative.

The PUBLIC FACILITIES AND SERVICES element of the Washington County Comprehensive Framework Plan contains several policies which potentially relate to boundary changes.

Under the subheading "Sanitary Sewage Collection and Treatment" Policy 25 calls for all areas within the UGB to be served with sanitary sewer service as provided in the Regional Wastewater Treatment Management Plan, wherever feasible. Relevant implementing strategies for this policy include:

- b. Encourage adjustments in the U.S.A. boundary to enable the agency to eventually serve all unincorporated areas within the Urban Growth Boundary;
- c. Allow subsurface sewage disposal systems within the UGB where approved by the County on legally created lots of record, where USA does not now serve an or does not plan to serve in the future. Prior to issuance of a development permit, in such cases, the property owners will be required to sign a waiver of remonstrance against formation of a Local Improvement District for sanitary sewers; and
- d. Require properties with on-site disposal facilities to connect to the sewer network once sewer service becomes available.

Policy 26 states:

IT IS THE POLICY OF WASHINGTON COUNTY THAT ALL RESIDENCES AND BUSINESS BE SERVED WITH AN ADEQUATE SUPPLY OF POTABLE WATER FOR CONSUMPTION AND FIRE SUPPRESSION PURPOSES.

Implementation strategies

The County will:

- a. Work with all water providers, fire districts, and with the Watermaster and State Engineer's office, as appropriate, to ensure that:
  - (1) water service is available to new development at sufficient pressures for domestic consumption and fire suppression purposes;
  - (2) in areas identified by the State Engineer's office as "critical groundwater areas," the water demands of new development do not jeopardize supplies of groundwater to existing users;
  - (3) extension of water distribution facilities are coordinated with the provision of other public facilities such as sanitary sewers and drainage facilities;

Policy 27 covers drainage by saying that drainage should be managed through a system of coordinated activities of the county and other local government agencies. This approach

has been refined through creation a surface water element of the Unified Sewerage Agency.

Policy 31 states:

IT IS THE POLICY OF WASHINGTON COUNTY TO WORK CLOSELY WITH APPROPRIATE SERVICE PROVIDERS TO ASSURE THAT ALL AREAS OF THE COUNTY CONTINUE TO BE SERVED WITH AN ADEQUATE LEVEL OF POLICE AND FIRE PROTECTION.

Implementing Strategies

The County will:

- a. Require in the Community Development Code that:
  - (1) . . .
  - (2) water service is available to new developments at sufficient pressures for both domestic consumption and fire protection purposes; and
  - (3) the appropriate fire district and the County Department of Public Safety have the opportunity to review and comment on all development proposals subject to the growth management standards.

The RECREATION element of the Comprehensive Framework Plan contains several subheadings and various policies. Under the subheading "Quantity and Quality of Recreation Facilities and Services," Policy 33 states:

IT IS THE POLICY OF WASHINGTON COUNTY THAT RESIDENTS OF ITS UNINCORPORATED AREAS ARE PROVIDED WITH ADEQUATE OPEN SPACE AND PARK FACILITIES AND SERVICES.

Policy 34 which appears under the subheading of "Open Space and Recreation Facilities Location," declares that the County will identify potential future park and recreation areas in the Community Plans. The County strategies for pursuing this policy will include attempting to get the developers of projects to dedicate park sites to the County or Tualatin Hills Park & Recreation District. The County in doing this say they will:

- c. Give priority to the preservation of lands with:
  - 1) significant natural features, urban forests, scenic views, natural hazards, or significant fish and wildlife habitats;

- 2) the potential for linkage into open space corridors, especially for trail systems (hiking, jogging, bicycling, horseback riding);
  - 3) access to streams and rivers, particularly the Tualatin River;
  - 4) easy access by pedestrians, bicyclists, transit riders, and those with limited mobility and finances;
  - 5) close proximity to existing or planned higher density population areas; and
  - 6) value in defining the edges or boundaries of communities; and
- d. Consider future acquisition and development programs which take into account:
- 1) areas of substantial need;
  - 2) how well a site meets the relative recreation needs of the service area;
  - 3) the suitability of environmental conditions;
  - 4) fiscal feasibility;
  - 5) threat of loss of a valuable resource; and
  - 6) opportunity for cooperative projects.

**Policy 35 with a subheading of "Agency Roles and Responsibilities In Meeting Recreation Needs" says:**

**IT IS THE POLICY OF WASHINGTON COUNTY TO WORK WITH THPRD AND THE CITIES AND SCHOOL DISTRICTS IN COMPREHENSIVE PLANNING FOR OPEN SPACE AND RECREATION FACILITIES AND SERVICES FOR THE COUNTY.**

**Implementing Strategies**

**The County will:**

- a. Encourage THPRD to expand its boundaries to be responsible for providing neighborhood and community scale recreations [sic] facilities and services is [sic] all urban unincorporated areas of the county, with the possible exception of the Metzger Local Improvement District and areas subject to annexation by cities with parks programs. Should the THPRD Board decide not to expand district boundaries to the limits just described, the County

should attempt to form a special service district to provide recreation facilities and services in appropriate areas outside the THPRD;

The **County Resource Document** is the second component of the Washington County Comprehensive Plan. The Resource Document contains information on the County's natural and cultural resources. This is the basic inventory of information on which all comprehensive plans depend. Nothing in this document relates specifically to annexation.

The third component of the Plan is the **Rural\Natural Resource Element**. "The Rural\Natural Resources element of the Washington County Comprehensive Plan provides the framework for guiding future land use decisions in Washington County in areas outside the established urban growth boundaries." (Side 1, Rural Natural\ Resources Element)

The Rural\Natural Resources Plan is broken down into "policies" which contain "implementing strategies." Policy 1 describes the planning process including amendment procedures. Of interest in the implementing strategies section of this policy is the statement that the County will "Comply with procedures established by the Metropolitan Service District [Metro] for requesting amendments to the regional Urban Growth Boundary." (Section j. of Policy 1)

Policy 2 states the County's commitment to citizen involvement in all facets of the planning process. While this annexation may be considered to be at best tangentially related to the County planning process, it should be noted that extensive notice inviting citizen involvement has been given. This includes affected local governments, surrounding property owners and CPO # 8.

Plan Policy 3, Intergovernmental Coordination, calls on the County to:

- a. "Coordinate planning activities with appropriate federal, state, regional and local government units, and with affected special districts by:
  - (1) Providing affected agencies with information on proposed land use actions for review and comment.
  - (3) Notifying affected agencies of time limits for responses to proposed land use actions, and consider that no response within the given time means concurrence with the proposal.
- b. Establish and maintain "Planning Area Agreements" with cities.

County Plan Policies 6 (Water Resources), 10 (Fish and Wildlife Habitat) and 11 (Significant Natural Resources) are identified with overlays on the Rural\Natural Resources Plan. The drainageway which runs through and forms part of the boundary of the territory to be annexed is identified as "Water Areas And Wetlands & Fish And Wildlife Habitat." The County strives to protect these areas with regulations limiting development and alteration of the natural vegetation.

Policy 14 establishes nine plan designations for the rural\natural resource area. This territory is designated Exclusive Farm Use (EFU). Policies and implementing strategies relating to EFU are contained Policy 15. Policy 15 does note that exceptions to the policy of maintaining these lands in agricultural use can be allowed pursuant to LCDC Goals, Rules and the County Plan amendment process.

Policy 22, the Public Facilities and Services policy, says public facilities in rural\natural resource areas should be limited to what is necessary for maintaining rural type development.

The last policy in the Rural\natural Resource Plan is Policy 27, Urbanization. This policy says Washington County intends to provide for urban uses within urban growth boundaries. It says:

The County will:

- ...
- b. Cooperate with the Metropolitan Service District [Metro] in the establishment and maintenance of the Regional Urban Growth Boundary

The fourth element of Washington County Comprehensive Plan is the **Community Plans & Background Document**. The area being proposed for annexation to Metro is not covered by a Washington County community plan.

The last three elements of the County Comprehensive Plan are the **Community Development Code** [zoning ordinance], the **Transportation Plan** and the **Unified Capitol Improvement Program**. These have been reviewed and found not to contain any specific directly applicable standards or criteria for boundary changes.

### County 2000

In its County 2000 program Washington County has adopted a policy favoring a service delivery system which distinguishes between municipal and county-wide services. The reason for the policy is to achieve tax fairness and expenditure equity in the provision of public services. The County policy favors municipal services being provided by cities or special districts.

### Urban Growth Management Agreement

Since this territory has been outside the regional Urban Growth Boundary it is not within a dual interest area covered by a City/County urban growth management agreement.

### ***CITY PLANNING***

This territory is not covered by the Hillsboro Comprehensive Plan.

As a part of the Urban Growth Boundary adjustment process the City of Hillsboro and Washington County were required to enter into an intergovernmental agreement relative to the preparation of urban reserve plans. This document lays out the roles of the City and the County in preparing the urban reserve area plans which must precede any actual changes in the Urban Growth Boundary.

## **FACILITIES AND SERVICES**

**ORS 195 Agreements.** This statute requires agreements between providers of urban services. Urban services are defined as: sanitary sewers, water, fire protection, parks, open space, recreation and streets, roads and mass transit. These agreements are to specify which governmental entity will provide which service to which area in the long term. The counties are responsible for facilitating the creation of these agreements. The statute was enacted in 1993 but there are no urban service agreements in place in Washington, Multnomah or Clackamas counties to date.

**Urban Services.** No urban services are currently available to this site. The territory is not yet within the regional urban growth boundary. Annexation to Metro will not alter this situation. Only after the territory is within the Metro jurisdictional boundary can it be included within the UGB. Annexation to Metro would not make urban services available because the services which Metro offers are not what would generally be described as *urban services*. After annexation to Metro and after successful inclusion of the property within the UGB, the availability of urban services will be addressed through annexation to a city and/or special districts capable of providing those services.

**Other Services.** This territory lies within Washington County Rural Fire Protection District No. 2. This District contracts with the City of Hillsboro for fire protection service within the urban portions of the District. The City is developing a station at 229th and Evergreen Parkway within two miles of this site.

Hillsboro Unified School District services this area and it is within the Portland Community College District. The jurisdictional boundaries of Tri-Met and the Portland of Portland also cover the territory.

All other services are provided generally at a rural level by Washington County. This includes police protection, transportation, tax collection, etc.

**Metro Services.** Metro provides a number of services on the regional level. Primary among these is regional land use planning and maintenance of the regional Urban Growth Boundary. Metro has provided this service to this site through the process of identifying urban reserve areas and determining which parcels are currently appropriate for inclusion in the UGB. Metro provides some direct park service at what are basically regional park facilities and has an extensive green spaces acquisition program funded by the region's voters. Metro is responsible for solid waste disposal including the regional transfer

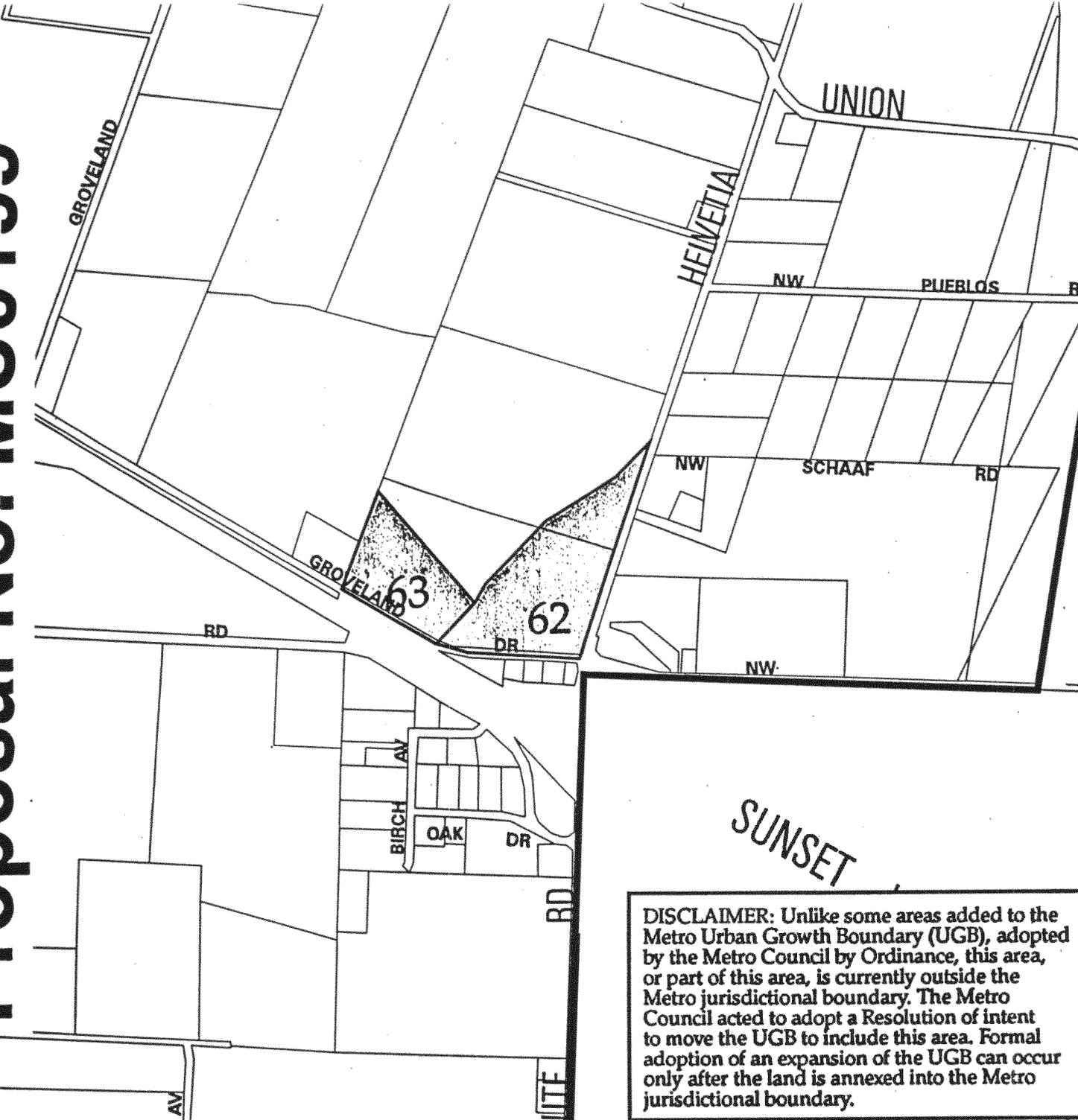
stations and contracting for the ultimate disposal at Arlington. The District runs the Oregon Zoo and other regional facilities such as the Convention Center and the Performing Arts Center. These are all basically regional services provided for the benefit of and paid for by the residents within the region. These facilities are funded through service charges, excise taxes and other revenues including a small tax base for operating expenses at the Zoo and tax levies for bonded debt. For the 1998-99 fiscal year the Zoo operating levy was \$ .0966 per \$1,000 assessed value (A.V.) and the bonded debt levies were a combined \$ .2676 for a total tax levy of \$ .3642 per \$1,000 A.V.

#### **RECOMMENDATION.**

Based on the study and the Proposed Findings and Reasons for Decision attached in Exhibit C, the staff recommends Proposal No. MU-0199 be modified to include the adjacent right-of-way of Groveland Drive and Helvetia Road and then *approved*.

# Proposal No. MU0199

26

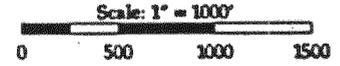
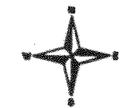


REGIONAL LAND INFORMATION SYSTEM  
**Resolution #98-2729**  
**Urban Reserve #62-63**  
 (Partial)  
 Non-First Tier  
 Outside Metro Boundary

-  Area Considered by Council
-  First Tier Urban Reserve
-  Urban Growth Boundary

PROPOSAL NO. MU-0199  
ANNEXATION  
FIGURE 3

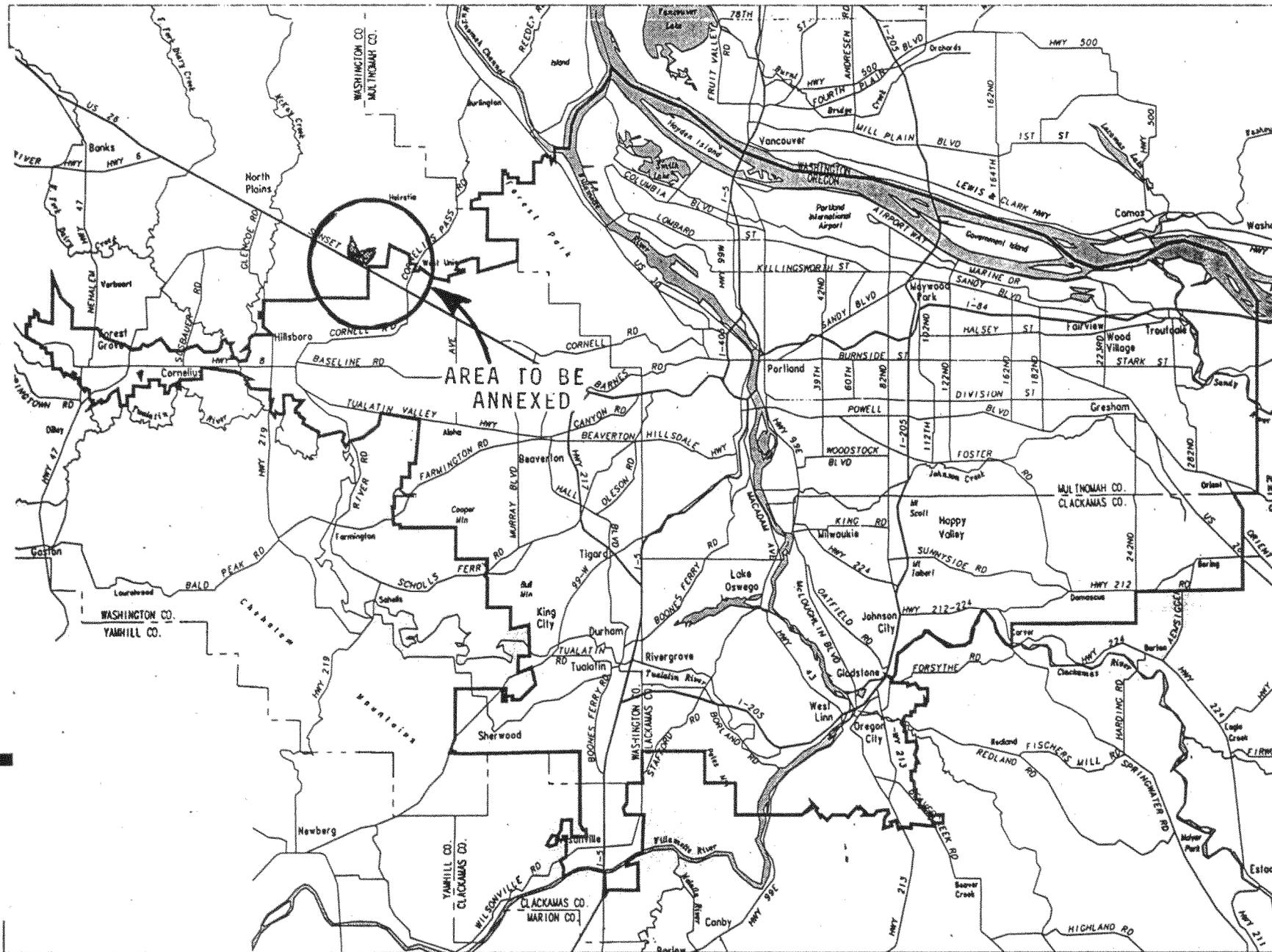
The information on this map was derived from digital databases. Care was taken in the creation of this map. Metro cannot accept any responsibility for errors, omissions, or positional inaccuracy. There are no warranties, expressed or implied, including the accuracy of completeness or fitness for a particular purpose, accompanying this product. Maximum notification of any errors will be appreciated.



**METRO**  
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 Portland, OR 97232-2736  
 Voice 503 787-1742  
 FAX 503 787-1808  
 Email [dra@metrodotor.us](mailto:dra@metrodotor.us)

**DISCLAIMER:** Unlike some areas added to the Metro Urban Growth Boundary (UGB), adopted by the Metro Council by Ordinance, this area, or part of this area, is currently outside the Metro jurisdictional boundary. The Metro Council acted to adopt a Resolution of intent to move the UGB to include this area. Formal adoption of an expansion of the UGB can occur only after the land is annexed into the Metro jurisdictional boundary.

# Proposal No. MU0199



PROPOSAL NO. MU-0199  
METRO  
FIGURE 1



800 NE Grand Ave.  
Portland, OR 97232-2726  
(503) 787-1742

Metro Boundary

# Proposal No. MU0199

SECTION 15 T1N R2W WM  
WASHINGTON COUNTY OREGON

SEE MAP  
IN 2 16

901  
38.37Ac.

C.S.No.(2,482)

AREA TO BE ANNEXED

NORTH LINE  
EDWARD CONSTABLE  
DLC 71

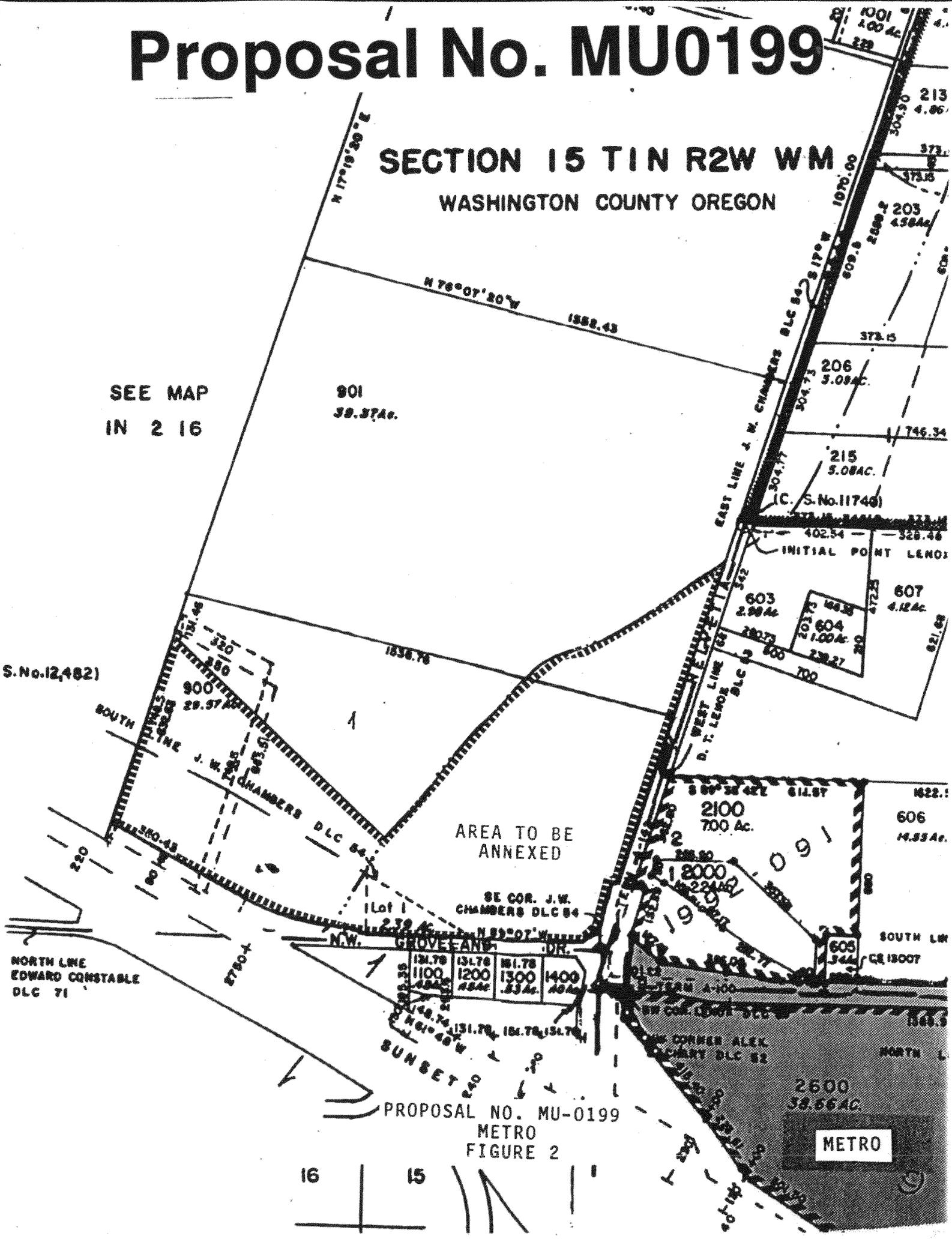
SE COR. J.W.  
CHAMBERS DLC 84

N.W. GROVELAND DR.

PROPOSAL NO. MU-0199  
METRO  
FIGURE 2

16 | 15

METRO



**CRITERIA FOR DECISION-MAKING**

There are two more-or-less separate sets of criteria for making decisions on boundary changes. One set is found in the statutes and relates strongly to what the boundary of the proposed change should be. The second set of criteria is found in the Metro Code.

Oregon Revised Statute 198 directs the Board to utilize the criteria found in a particular section of the boundary commission statute (ORS 199.462) to decide whether property has been improperly left out of or included within, the proposed change. These criteria can be summarized as:

1. Consideration of local comprehensive planning for the area
2. Consideration of economic, demographic and sociological trends and projections pertinent to the area
3. Consideration of past and prospective physical development of land that would directly or indirectly be affected by the proposed boundary change
4. Consideration of the LCDC Goals

A second set of criteria can be extracted from the Metro Code. That Code states that a final decision shall be based on substantial evidence in the record of the hearing and that the written decision must include findings of fact and conclusions from those findings. The findings and conclusions shall address four minimum criteria:

1. Compliance with applicable ORS 195 agreements [These are agreements between various service providers about who will provide which services where. The agreements are mandated by ORS 195 but none are currently in place.]
2. Consistency with directly applicable standards for boundary changes contained in:
  - a. Comprehensive land use plans
  - b. Public facility plans
  - c. Regional framework and functional plans
  - d. Urban planning agreements and similar agreements of the affected entity and necessary parties
3. Assurance that the affected entity can provide urban service[s] now or soon directly or by contract
4. If the boundary change is to Metro, determination by Metro Council that territory should be inside the UGB shall be the primary criteria

The Metro Code also contains a second set of 11 factors which are to be considered where no ORS 195 agreements have been adopted and the boundary change is being contested by a necessary party.

The first set of criteria gives the Board authority to consider a broad range of factors in deciding whether the proposed boundary change should be enlarged or contracted. On the other hand the nothing in ORS 198 nor the criteria in ORS 199.462 mandates changing the boundary under certain conditions. "Consideration" can consist of a detailed study or a cursory glance.

The second set of criteria consists of two major elements - land use planning consistency and service availability and adequacy.

**1.9.3 Urban Growth Boundary Amendment Process – Criteria for amending the UGB shall be adopted based on statewide planning goals 2 and 14, other applicable state planning goals and relevant portions of the RUGGOs and this Plan:**

- **Major Amendments.** Proposals for major amendment of the UGB may be made through a quasi-judicial or a legislative process using Metro's regional forecasts for population and employment growth. The legislative amendment process will be initiated by a Metro finding of need, and involve local governments, special districts, citizens and other interests.
- **Locational Adjustments.** Locational adjustments of the UGB shall be brought to Metro by cities, counties and/or property owners based on public facility plans in adopted and acknowledged comprehensive plans.

**1.9.4 Urban Reserve Plans – A conceptual land use plan and concept map coordinated among affected jurisdictions shall be required for all quasi-judicial and legislative amendments of the Urban Growth Boundary which add more than twenty net acres to the UGB. The Metro Council shall establish criteria for urban reserve plans coordinated among affected local governments and districts which shall address the following issues:**

- **Annexation to a city prior to development whenever feasible.**
- **Establishment of a minimum average residential density to ensure efficient use of land.**
- **Requirements to ensure a diversity of housing stock and meet needs for affordable housing.**
- **Ensure sufficient commercial and industrial land to meet the needs of the area to be developed and the needs of adjacent land inside the Urban Growth Boundary consistent with 2040 Growth Concept design types.**
- **A conceptual transportation plan to identify large scale problems and establish performance standards for city and county comprehensive plans.**
- **Identification of natural resource areas for protection from development.**
- **A conceptual public facilities and services plan including rough cost estimates and a financing strategy for the provision of sewer, water, storm drainage, parks, transportation, fire and police protection.**
- **A conceptual plan estimating the amount of land and improvements needed for school facilities.**
- **A concept map showing the general locations of major roadways, unbuildable lands, commercial and industrial lands, single and multi-family housing, open space and established or alternative locations for any needed school, park and fire hall sites.**

**The actual specific criteria will be adopted as part of the Metro Code.**

## FINDINGS

Based on the study and the public hearing the Board found:

1. The territory to be annexed contains 29 acres, 4 single family residences, a population of 6 and is evaluated at \$765,100.
2. The applicant desires annexation in order to pursue inclusion in the regional Urban Growth Boundary and ultimately development of the property. This property was included in an urban reserve area and has been provisionally included in the UGB. However, Metro cannot take official action on the UGB amendment until the property is within the Metro jurisdictional boundary.
3. As submitted the proposed annexation is not contiguous to the Metro boundary because Helvetia Road is not within the boundary. Contiguity is not required by the statutes or Metro Code. However, assuming this property is later annexed to Hillsboro to acquire services to facilitate development, a situation will be created where road r-o-w will be within the City but not within Metro. This will require the County Assessor's office to maintain a separate tax code area just for the right-of-way.
4. The land slopes gently toward Waibel Gulch which crosses the property from northeast to southwest. There are trees (mostly oak & other deciduous types) on the western and eastern portions of the property with open agricultural land between on both sides of the swale. Agricultural land lies to the north and west with agricultural/industrial land to the east and Highway 26 on the south. The four residences lie on the west side of TL 900.
5. This territory is outside of Metro's jurisdictional boundary and outside the regional Urban Growth Boundary (UGB).

Metro was required by state law to designate areas outside its boundary which would be suitable for supplying a 10-30 year supply of developable land beyond the 20 year supply within the boundary. The area was included within an "urban reserve study area" in 1995 (by Metro Resolution 95-2244). Further study and action by the Metro Council in March of 1997 resulted in designation of this territory as an "urban reserve area" (URA).

Additionally Metro was required to inventory buildable lands within the existing UGB and analyze the adequacy of the supply by January 1, 1998. If the supply was found wanting Metro was required to accommodate one half of the mandated 20 year supply inside the UGB within one year of completion of the analysis - in other words, by January 1, 1998. They were given two years to accommodate the entire 20 year buildable lands supply within the UGB (that is, by January 1, 1999).

Metro completed the required analysis, determined that they needed to expand the UGB and did so by bringing into the UGB (by ordinance or provisionally by resolution) certain lands in the identified Urban Reserve Areas. This action was taken in December, 1998 and the territory to be annexed to Metro in the current proposal was included. The URA's had been identified by numbers, in this case Numbers 62 & 63.

Thus the status of the territory to be annexed is that it is provisionally approved for inclusion in the regional Urban Growth Boundary pending approval of its inclusion in Metro's jurisdictional boundary.

6. The law which dictates that Metro adopt criteria for boundary changes specifically states that those criteria shall include ". . . compliance with adopted regional urban growth goals and objectives, functional plans . . . and the regional framework plan of the district [Metro]." In fact, while the first two mentioned items were adopted independently, they are actually now part of Metro's Regional Framework Plan. Another previously free standing construct which is now an element of the Framework Plan is the 2040 Growth Concept. Each of these elements of the Regional Framework Plan is discussed below.
7. The "Introduction" section of the Framework Plan contains the following statement with regard to "Relationship With Metro Citizens":

***Notification***

*Metro shall develop programs for public notification, especially for (but not limited to) proposed legislative actions, that ensure a high level of awareness of potential consequences, as well as opportunities for involvement on the part of affected citizens, both inside and outside of its districts' boundaries. (p.7, Regional Framework Plan (RFP))*

8. The Regional Framework Plan contains a lengthy section on the 2040 Growth Concept (pp. 11-23, RFP). This concept states that "[t]he preferred form of growth is to contain growth within a carefully managed Urban Growth Boundary" (p. 11, RFP). The 2040 Growth Concept includes a map which lays out the "central city-regional centers-town centers" ideas and other general constructs of the Concept. This section of the Framework Plan does not contain any directly applicable standards and criteria for boundary changes.

Chapter 1 of the Framework Plan contains Policies (Goals and Objectives) including one titled "Urban/Rural Transition" (p. 32, RFP). This policy states there should be a clear transition between urban and rural land. The policy then goes on to list some factors to be considered when determining where the break should be between urban and rural lands. It also gives guidance for determining which areas should be included in "urban reserves."

The property under consideration in the current boundary change proposal is clearly in a transition mode. However, this policy speaks to the larger issues of deciding what areas should be included in urban reserves and ultimately the UGB. The policy does not give direction on the more specific notion of annexation into the Metro jurisdictional boundary which includes both rural and urban lands.

Chapter 1 also contains a policy on the Urban Growth Boundary (pp. 33-34). This policy, like the previous one, addresses issues of changing the UGB but does not speak to the changing of the District's jurisdictional boundary. This policy does lay out the details of a requirement that conceptual land use plans must be done for urban reserve areas prior to their being considered for inclusion in the Urban Growth Boundary. These requirements are also formalized in the Metro Code (Chapter 3.01). These requirements of an urban reserve plan are not directly related to the current proposal. However it can be noted that the applicant met these requirements through submission to the Metro Council as a part of the process of having this territory provisionally approved for inclusion in the UGB.

Policy 1.12 of Chapter 1 calls for protection of agricultural and resource lands outside the UGB. The goal goes on to say that:

*Expansion of the UGB shall occur in urban reserves, established consistent with the urban rural transition objective. All urban reserves should be planned for future urbanization even if they contain resource lands.*

Chapter 2 of the Regional Framework Plan covers Transportation. This chapter does not contain specific directly applicable criteria for boundary changes.

Chapter 3 of the Regional Framework Plan deals with Parks, Open Spaces and Recreational Facilities. This chapter does not contain specific applicable criteria for boundary changes.

Chapter 4, Water, is divided into two sections, one dealing with Water Supply and one with Watershed Management and Water Quality. Metro's interests here are on water conservation and the link between land use and water supply. The agency has not assumed any role in the functional aspects of treatment, supply, transmission or storage. In a global sense Metro's planning for the region seeks to assure that its growth concepts and projections are coordinated with regional infrastructure capacities and planning. Relative to watershed management and water quality, Metro's goals are broad-brush and this chapter acknowledges that application of real restrictions lies with the local governments. No specific applicable criteria for boundary changes are found in either section of Chapter 4.

Natural Hazards are covered in Chapter 5 of the Regional Framework Plan. This chapter does not contain specific applicable criteria for boundary changes.

Chapters 6 (Clark County), 7 (Management) and 8 (Implementation) also do not include any specific applicable criteria relative to boundary changes.

9. The territory to be annexed is currently outside the regional Urban Growth Boundary and therefore subject to Washington County's Rural and Natural Resources Plan. However, since Metro has provisionally decided it should be placed within the UGB where it would fall under the County's Comprehensive Framework Plan For The Urban Area, both plans were examined.

In the GENERAL element of the Plan the Intergovernmental Coordination Policy calls for the County to "effectively coordinate its planning and development efforts with . . . other local governments and special districts." 3.1.11, Intergovernmental Coordination Policy No. 3. The summary of that section notes that " . . . the specific responsibilities of cities and special service districts, must be coordinated to ensure that their various plans and programs reinforce and are consistent with the County's Comprehensive Plan." To the extent that boundary changes to cities and districts can be considered to be "plans and programs" it could be asserted that such boundary changes need to be consistent with the plan.

One of the implementing strategies of this element calls for establishment and maintenance of Urban Planning Area Agreements (UPAA's) between the cities and the County. These documents are to aid in the coordination between the County and cities on land use planning and development matters. These documents may contain guidelines relative to boundary changes and if so, by virtue of this element, they would need to be considered when reviewing compliance of a boundary change with the Comprehensive Framework Plan.

In the URBANIZATION element of the Plan under the subheading "Reasons for Growth" (3.3.1), Policy 13 states:

IT IS THE POLICY OF WASHINGTON COUNTY TO ESTABLISH A GROWTH MANAGEMENT SYSTEM FOR THE UNINCORPORATED AREAS WITHIN THE UGB WHICH PROMOTES:

- (1) EFFICIENT, ECONOMIC PROVISION OF PUBLIC FACILITIES AND SERVICES;
- (2) INFILL DEVELOPMENT IN ESTABLISHED AREAS WHILE PRESERVING EXISTING NEIGHBORHOOD CHARACTER;
- (3) DEVELOPMENT NEAR OR CONTIGUOUS TO EXISTING URBAN DEVELOPMENT WHERE SERVICES AREA AVAILABLE;
- (4) PARCELIZATION OF LAND SUCH THAT FUTURE DEVELOPMENT AT URBAN DENSITIES CAN TAKE PLACE;

- (5) DEVELOPMENT WHICH IS COMPATIBLE WITH EXISTING LAND USES;
- (6) AGRICULTURAL USE OF AGRICULTURAL LAND UNTIL SERVICES ARE AVAILABLE TO ALLOW DEVELOPMENT;
- (7) DEVELOPMENT IN CONCERT WITH ADOPTED COMMUNITY PLANS; AND
- (8) UTILIZATION OF THE EXISTING CAPITAL INFRASTRUCTURE.

Policy 14, under the subheading of Managing Growth, says:

IT IS THE POLICY OF WASHINGTON COUNTY TO MANAGE GROWTH ON UNINCORPORATED LANDS WITHIN THE UGB SUCH THAT PUBLIC FACILITIES AND SERVICES ARE AVAILABLE TO SUPPORT ORDERLY URBAN DEVELOPMENT.

Policy 15 of the URBANIZATION element, under the subheading "Roles and Responsibilities for Servicing Growth," states:

IT IS THE POLICY OF WASHINGTON COUNTY TO WORK WITH SERVICE PROVIDERS, INCLUDING CITIES AND SPECIAL DISTRICTS, AND THE PORTLAND METROPOLITAN AREA BOUNDARY COMMISSION, TO INSURE THAT FACILITIES AND SERVICES REQUIRED FOR GROWTH WILL BE PROVIDED WHEN NEEDED BY THE AGENCY OR AGENCIES BEST ABLE TO DO SO IN A COST EFFECTIVE AND EFFICIENT MANNER.

Implementing Strategies

The County will:

- a. Prepare a public facilities plan in accordance with OAR Chapter 660, Division 11, Public Facilities Planning;
- b. Continue to provide the following facilities and services as resources permit:

Public Health  
Sheriff Patrol  
Assessment and Taxation  
Land Development Regulations  
Solid Waste Collection System  
Management (franchising)

County-wide  
County-wide (limited)  
County-wide  
Unincorporated Areas Only  
Unincorporated Areas Only

Solid Waste Disposal  
Outside UGB  
Cooperative Library System  
Records and Elections

Unincorporated Areas  
County-wide  
County-wide

- c. Establish a coordination system with all cities, special districts and private companies that now or will provide services in the present unincorporated area. This coordination system will be designed to ensure that the following types of services and facilities will be provided when needed to existing and future County residents and businesses in accord with the Comprehensive Plan:
- 1) Sanitary sewage collection and treatment,
  - 2) Drainage management,
  - 3) Fire protection,
  - 4) Water distribution and storage,
  - 5) Schools,
  - 6) Libraries,
  - 7) Utilities (electricity, telephone and cable communications, natural gas, etc.),
  - 8) Solid waste disposal,
  - 9) Roads and transportation facilities,
  - 10) Parks and recreation facilities,
  - 11) Police, and
  - 12) Transit;
- d. If appropriate in the future, enter into agreements with service providers which address one or more of the following:
- 1) Process for review of development proposals,
  - 2) Process for review of proposed service extension or facility expansion,
  - 3) Service district or city annexation,
  - 4) Planning of service extensions, new facilities, or facility expansions,
  - 5) Procedures for amending the agreement,
  - 6) Methods to be used to finance service and or facility improvements, operation and maintenance,
  - 7) Standards to be used by the County and the service provider in assessing "adequate" service levels,
  - 8) Area or clientele to be served now and in the future,
  - 9) Consistency with Plan policies and strategies,
  - 10) Coordination of capital improvements programs, and
  - 11) Cost effectiveness of service provision;

- e. Not oppose proposed annexations which are in accord with an Urban Planning Area Agreement (UPAA);
- f. Work with Citizen Participation Organizations to identify and describe specific concerns related to possible future annexations of land to cities which abut Community Planning Areas. These concerns shall be considered by the County during renegotiation of Urban Planning Area Agreements;
- g. Support incorporation of new communities provided that incorporation will result in the provision of services in the most efficient and cost effective manner and is not in violation of an already existing Urban Planning Area Agreement between the County and an affected city; and
- h. Cooperate in the development, adoption, and implementation of a master plan for library services and facilities based on a survey of County library needs; and, develop a financial plan for operating library services in the County, with emphasis on the establishment of a multiple funding base, with the involvement of the Washington County Cooperative Library System Citizen Advisory Board, cities, community libraries, school districts, the Tualatin Hills Park and Recreation District, and citizens.

The PUBLIC FACILITIES AND SERVICES element of the Washington County Comprehensive Framework Plan contains several policies which potentially relate to boundary changes.

Under the subheading "Sanitary Sewage Collection and Treatment" Policy 25 calls for all areas within the UGB to be served with sanitary sewer service as provided in the Regional Wastewater Treatment Management Plan, wherever feasible.

Policy 26 states:

**IT IS THE POLICY OF WASHINGTON COUNTY THAT ALL RESIDENCES AND BUSINESS BE SERVED WITH AN ADEQUATE SUPPLY OF POTABLE WATER FOR CONSUMPTION AND FIRE SUPPRESSION PURPOSES.**

Policy 27 covers drainage by saying that drainage should be managed through a system of coordinated activities of the county and other local government agencies. This approach has been refined through creation a surface water element of the Unified Sewerage Agency.

Policy 31 states:

**IT IS THE POLICY OF WASHINGTON COUNTY TO WORK CLOSELY WITH APPROPRIATE SERVICE PROVIDERS TO ASSURE THAT ALL AREAS OF THE COUNTY CONTINUE TO BE SERVED WITH AN ADEQUATE LEVEL OF POLICE AND FIRE PROTECTION.**

The RECREATION element of the Comprehensive Framework Plan contains several subheadings and various policies. Under the subheading "Quantity and Quality of Recreation Facilities and Services," Policy 33 states:

**IT IS THE POLICY OF WASHINGTON COUNTY THAT RESIDENTS OF ITS UNINCORPORATED AREAS ARE PROVIDED WITH ADEQUATE OPEN SPACE AND PARK FACILITIES AND SERVICES.**

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The third component of the Plan is the Rural\Natural Resource Element. "The Rural\Natural Resources element of the Washington County Comprehensive Plan provides the framework for guiding future land use decisions in Washington County in areas outside the established urban growth boundaries." (Side 1, Rural Natural Resources Element)

The Rural\Natural Resources Plan is broken down into "policies" which contain "implementing strategies." Policy 1 describes the planning process including amendment procedures. Of interest in the implementing strategies section of this policy is the statement that the County will "Comply with procedures established by the Metropolitan Service District [Metro] for requesting amendments to the regional Urban Growth Boundary." (Section j. of Policy 1)

Policy 2 states the County's commitment to citizen involvement in all facets of the planning process. While this annexation may be considered to be at best tangentially related to the County planning process, it is noted that extensive notice inviting citizen involvement was given. This included affected local governments, surrounding property owners and CPO # 8.

Plan Policy 3, Intergovernmental Coordination, calls on the County to:

- a. "Coordinate planning activities with appropriate federal, state, regional and local government units, and with affected special districts by:

- (1) Providing affected agencies with information on proposed land use actions for review and comment.
- (3) Notifying affected agencies of time limits for responses to proposed land use actions, and consider that no response within the given time means concurrence with the proposal.

b. Establish and maintain "Planning Area Agreements" with cities.

County Plan Policies 6 (Water Resources), 10 (Fish and Wildlife Habitat) and 11 (Significant Natural Resources) are identified with overlays on the Rural\Natural Resources Plan. The drainageway which runs through and forms part of the boundary of the territory to be annexed is identified as "Water Areas And Wetlands & Fish And Wildlife Habitat." The County strives to protect these areas with regulations limiting development and alteration of the natural vegetation.

Policy 14 establishes nine plan designations for the rural\natural resource area. This territory is designated Exclusive Farm Use (EFU). Policies and implementing strategies relating to EFU are contained Policy 15. Policy 15 does note that exceptions to the policy of maintaining these lands in agricultural use can be allowed pursuant to LCDC Goals, Rules and the County Plan amendment process.

Policy 22, the Public Facilities and Services policy, says public facilities in rural\natural resource areas should be limited to what is necessary for maintaining rural type development.

The last policy in the Rural\Natural Resource Plan is Policy 27, Urbanization. This policy says Washington County intends to provide for urban uses within urban growth boundaries. It says:

The County will:

...

- b. Cooperate with the Metropolitan Service District [Metro] in the establishment and maintenance of the Regional Urban Growth Boundary

The fourth element of Washington County Comprehensive Plan is the **Community Plans & Background Document**. The area being proposed for annexation to Metro is not covered by a Washington County community plan.

The last three elements of the County Comprehensive Plan are the **Community Development Code** [zoning ordinance], the **Transportation Plan** and the **Unified Capitol Improvement Program**. These elements do not contain any specific directly applicable standards or criteria for boundary changes.

10. In its County 2000 program Washington County has adopted a policy favoring a service delivery system which distinguishes between municipal and county-wide services. The reason for the policy is to achieve tax fairness and expenditure equity in the provision of public services. The County policy favors municipal services being provided by cities or special districts.
11. Since this territory has been outside the regional Urban Growth Boundary it is not within a dual interest area covered by a City/County urban growth management agreement.
12. This territory is not covered by the Hillsboro Comprehensive Plan.

As a part of the Urban Growth Boundary adjustment process the City of Hillsboro and Washington County were required to enter into an intergovernmental agreement relative to the preparation of urban reserve plans. This document lays out the roles of the City and the County in preparing the urban reserve area plans which must precede any actual changes in the Urban Growth Boundary.

13. ORS 195 requires agreements between providers of urban services. Urban services are defined as: sanitary sewers, water, fire protection, parks, open space, recreation and streets, roads and mass transit. These agreements are to specify which governmental entity will provide which service to which area in the long term. The counties are responsible for facilitating the creation of these agreements. The statute was enacted in 1993 but there are no urban service agreements in place in Washington, Multnomah or Clackamas counties to date.
14. No urban services are currently available to this site. The territory is not yet within the regional urban growth boundary. Annexation to Metro will not alter this situation. Only after the territory is within the Metro jurisdictional boundary can it be included within the UGB. Annexation to Metro would not make urban services available because the services which Metro offers are not what would generally be described as *urban services*. After annexation to Metro and after successful inclusion of the property within the UGB, the availability of urban services will be addressed through annexation to a city and/or special districts capable of providing those services.
15. This territory lies within Washington County Rural Fire Protection District No. 2. This District contracts with the City of Hillsboro for fire protection service within the urban portions of the District. The City is developing a station at 229th and Evergreen Parkway within two miles of this site.

Hillsboro Unified School District services this area and it is within the Portland Community College District. The jurisdictional boundaries of Tri-Met and the Portland of Portland also cover the territory.

All other services are provided generally at a rural level by Washington County. This includes police protection, transportation, tax collection, etc.

16. Metro provides a number of services on the regional level. Primary among these is regional land use planning and maintenance of the regional Urban Growth Boundary. Metro has provided this service to this site through the process of identifying urban reserve areas and determining which parcels are currently appropriate for inclusion in the UGB. Metro provides some direct park service at what are basically regional park facilities and has an extensive green spaces acquisition program funded by the region's voters. Metro is responsible for solid waste disposal including the regional transfer stations and contracting for the ultimate disposal at Arlington. The District runs the Oregon Zoo and other regional facilities such as the Convention Center and the Performing Arts Center. These are all basically regional services provided for the benefit of and paid for by the residents within the region. These facilities are funded through service charges, excise taxes and other revenues including a small tax base for operating expenses at the Zoo and tax levies for bonded debt. For the 1998-99 fiscal year the Zoo operating levy was \$ .0966 per \$1,000 assessed value (A.V.) and the bonded debt levies were a combined \$ .2676 for a total tax levy of \$.3642 per \$1,000 A.V.

### CONCLUSIONS AND REASONS FOR DECISION

Based on the Findings, the Commission determined:

1. The proposed annexation should be modified to include the rights of way of Helvetia Road and Groveland Drive which lie adjacent to the territory to be annexed. The Board notes that ORS 198.805 obligates them to consider whether the boundary of the proposal should be modified. While contiguity is not required for annexations to Metro, it may be required or necessary for subsequent annexation to a city. The Board recognizes that annexation to a city will occur in the future in order to access urban services to facilitate development. When the entire property and the adjacent right-of-way are in the City, if the right-of-way were not in Metro, the Assessor's office would have to show a separate tax code area for the street. In order to avoid this small complication the Board chooses to include the entire adjacent rights-of-way at this time.
2. The Metro Code at 3.09.050 (e) (2) calls for consistency between the Board decision and any "specific directly applicable standards or criteria for boundary changes contained in . . . regional framework and functional plans . . . ." To the very limited extent that any directly applicable standards and criteria can be identified, the Board finds its decision to approve this annexation is consistent with them. There are no directly applicable criteria in Metro's only adopted functional plan, the Urban Growth Management Functional Plan. This Plan requires that cities

and counties amend their plans to include minimum density standards, etc. but these mandates do not relate to annexation to a District which does not provide any services that directly facilitate development. The Functional Plan also lays out requirements for additions to the regional Urban Growth Boundary but these requirements do not affect annexations to the district. Metro includes both urban and non-urban lands and changes to its boundary may or may not result in subsequent changes in the urban growth boundary.

The introduction section of the Regional Framework Plan calls for Metro to encourage a high level of public awareness of its actions. The Board notes that a public hearing was held on this matter and that extensive notice of that hearing was given including: 1) posting of notices in the vicinity of the annexation 45 days prior to the hearing; 2) mailed notice to necessary parties 45 days prior; 3) two published notices in the Hillsboro Argus newspaper; 4) notice by first class mail to every property owner within 500 feet and notice to the affected community planning organization (CPO # 8). The Board concludes this hearing and notice is consistent with this section of the Regional Framework Plan.

3. The Metro Code at 3.09.050 (e) (2) calls for consistency between the Board decision and any "specific directly applicable standards or criteria for boundary changes contained in comprehensive plans, public facilities plans . . ." The Board has reviewed the applicable comprehensive plan which is the Washington County Comprehensive Plan and finds approval of this annexation to be consistent with the very few directly applicable standards and criteria in that plan.

Policy 1 of the Rural\Natural Resources Element of the County Comprehensive Plan notes that the County will comply with the procedures established by Metro for changing the UGB. To the extent that the County did participate in the process of [provisionally] changing the UGB in this area the Board finds its decision consistent with this portion of the Plan.

Policy 2 of the Rural\Natural Resources Element states the County's commitment to citizen involvement. Given the public hearing and notice process described in No. 2 above, the Board finds consistency between its decision and this portion of the Plan.

Policy 22 of this element of the Plan says that the County will cooperate with Metro in establishment and maintenance of the UGB. To the extent that Washington County was involved in the recent [provisional] UGB change in this area, this section of the Plan and the Board's decision are consistent.

This area is not covered by any city-county urban planning area agreements. Therefore no consistency between this decision and those agreements is required.

4. The Metro Code also requires that these conclusions address consistency between this decision and any urban service agreements under ORS 195. As noted in Finding No. 13 there are no ORS 195 agreements in place in this area. Therefore this criteria is inapplicable.
  
5. Metro Code 3.09.050 (e) (3) states that another criteria to be addressed is that "The affected entity [Metro] can assure that urban services are now or can be made available to serve the affected territory, by its own forces or by contract with others." The Board finds that mostly this criteria, also is inapplicable since Metro is not a provider of urban services. However, the Board does believe that the principal behind this criteria, adequacy of services, should be addressed. For the services which the affected district, Metro, does deliver, the Board finds they are adequate to serve this area. Those services and the financing thereof are covered in more detail in Finding No. 16.

#1

SPEAKER SIGN UP CARDS

DATE 4/22/99  
NAME MART GREENFIELD  
ADDRESS 111 SW Columbia #1080  
Portland OR 97201  
PHONE 527-2979 Attorney  
SPEAKING ON AGENDA ITEM NUMBER OR TOPIC R-7  
Applicant  
GIVE TO BOARD CLERK

#2

SPEAKER SIGN UP CARDS

DATE 4-22-99  
NAME Scott Hamilton  
ADDRESS 7870 NW Helvetia Rd  
Hillsboro OR  
PHONE 647-12946  
SPEAKING ON AGENDA ITEM NUMBER OR TOPIC R-7  
GIVE TO BOARD CLERK

#3

SPEAKER SIGN UP CARDS

DATE 4/22/99  
NAME Alan SchAAF  
ADDRESS 23220 NW Puhals Rd.  
Hillsboro Or 97124  
PHONE 503 647 5755  
SPEAKING ON AGENDA ITEM NUMBER OR TOPIC R-7  
GIVE TO BOARD CLERK

#4

SPEAKER SIGN UP CARDS

DATE 4-22-99  
NAME Debrae Johnson  
ADDRESS 8320 SW Canyon Av.  
Costland 97225  
PHONE 292-4743  
SPEAKING ON AGENDA ITEM NUMBER OR  
TOPIC B-7  
GIVE TO BOARD CLERK

#5

SPEAKER SIGN UP CARDS

DATE 4/22/99  
NAME Robert Bailey  
ADDRESS 7455 NW Helvetia Rd  
Hillsboro, OR 97124  
PHONE 647-0067  
SPEAKING ON AGENDA ITEM NUMBER OR  
TOPIC MU-0199  
GIVE TO BOARD CLERK

#6 <sup>STATEMENT READ</sup>

SPEAKER SIGN UP CARDS

DATE 4/22/99  
NAME Terry Kimzey  
ADDRESS 23440 NW Pukols Rd  
Hillsboro OR  
PHONE 647 5738  
SPEAKING ON AGENDA ITEM NUMBER OR  
TOPIC MU 0199  
GIVE TO BOARD CLERK

SPEAKER SIGN UP CARDS

#7

DATE 4-22-99  
NAME TOM McCONNELL  
ADDRESS 9600 SW OAK ST. SUITE 130  
PORTLAND OR 97223  
PHONE 452-8003  
SPEAKING ON AGENDA ITEM NUMBER OR  
TOPIC B-7  
GIVE TO BOARD CLERK

April 22, 1999

Testimony in Opposition to Proposal No: MU-0199

Ideally, this land needs continued management as the flood plain and re-charge zone for the tributary of Rock Creek flowing through it. This land and the surrounding forest provide riparian habitat and a shelter break for the lands to the north, from weather moving in from the south. The tributary flows to the Tualatin, which flows to the Willamette. With concern about wetland protection and fish restoration, development here would fly in the face of those concerns. In my estimation, the current use of the land is intimately connected with the surrounding agricultural use of the surrounding lands: this land cannot be disconnected from surrounding zoning because there is no "crop" on the land.

When the land was under initial consideration by Metro, I offered photographs of this land. The pictures were declined as Metro assured they had taken extensive aerial photography of the entire region during flood conditions. But look at these "from the ground" pictures of this land during the exaggerated flood of 96. Development of this land will lessen its potential to re-charge the Rock Creek tributary, and provide "back-up" to the water heading toward a narrow culvert heading south under Highway 26. Any flow restriction here or diminution of this area as a re-charge zone would quickly create a road wash-out (Helvetia and Schaff Roads) and a "full house" (Hamilton's) upstream.

There are other grounds for denying annexation to Metro for "urban reserve" development. The adjacent area is the main entrance to the Helvetia rural community. Development at this junction is out of character with the lands and community to the north and west: outside the urban growth boundary.

Development at this junction would sow the pox of developmental sprawl to yet another area: this at a time when pleas for a return to livability and limits to growth are increasingly heard.

Development at this junction would create "attractive nuisance" liability for Metro and any developer. The land is adjacent to working farm land that often is tinder dry in late August, September. The currently proposed 500 unit development will almost certainly result in an uncontrolled field fire that will put the agriculture and surrounding residences at risk.

Helvetia Road will be an "attractive nuisance" tempting children from a 500 unit development onto this road with their bicycles. This will certainly result in tragedy, because the road is not an urban or suburban road. It is a shoulderless, single lane country road that operating under Oregon's "basic rule" of speed. The sign identifying this area as an Agricultural Zone is immediately across Helvetia Road from this land. Farm machinery is a big surprise for many of the newcomers to the road. As commuters increasingly bypass Cornelius Pass or the Sunset Highway, speeds of 65 m.p.h. have become the dangerous norm.

West Union Elementary School capacities have already been max'd out by the splurging development in the Orenco and Tanasbourne areas.

The Helvetia-Shute Road overpass currently has poor visibility. Many of the new commuters have little tradition for "basic rule" driving. This junction is increasingly dangerous to the level of traffic already there.

One day, protecting livability and limiting growth will be commonly anticipated from our planners and politicians. In the meantime, please spare us this unnecessary and intrusive developmental sprawl.

Robert and Patti Bailey  
7455 N.W. Helvetia Road  
Hillsboro, Oregon 97124

attachments: 4 pictures - SHOWN TO BOARD  
& RETURNED TO ME.  
BAILEY 4/22/99

I am concerned about the potential impact on Traffic and water retention at the proposed site of TL 9007 901 Sec. 15 T1N R2W, W. M. Wash. Co. OR  
I do not feel it is in the neighborhood's best interest.

Jerry Kimzey  
23440 NW Pubols Road  
Hillsboro OR 97124-9349

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

ORDER NO. \_\_\_\_\_

Approving the annexation of territory to Metro.

The Multnomah County Board of Commissioners Finds:

- (a) A request for annexation was received pursuant to procedures set forth in ORS 198 and Metro Code 3.09.
- (b) A staff report which addressed factors mandated in the Metro Code was presented to the Board 30 days prior to the hearing as required by the Metro Code.
- (c) A public hearing was held before the Board of County Commissioners on April 22 to determine whether the boundary change was appropriate as required by ORS 198 and whether it met the criteria laid out in the Metro Code.

The Multnomah County Board of Commissioners Orders:

1. On the basis of the Findings and Conclusions listed in Exhibit "A", Proposal No. MU-0199 is approved as modified.
2. The territory described in Exhibit "B" and depicted on the attached map, be annexed to Metro.
3. The staff is directed to file this document with the required parties.

ADOPTED this 22nd day of April, 1999.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Beverly Stein, Chair

Reviewed:

THOMAS SPONSLER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

by Jeffrey B. Litwak  
Jeffrey B. Litwak  
Assistant County Counsel

## FINDINGS

Based on the study and the public hearing the Board found:

1. The territory to be annexed contains 29 acres, 4 single family residences, a population of 6 and is evaluated at \$765,100.
2. The applicant desires annexation in order to pursue inclusion in the regional Urban Growth Boundary and ultimately development of the property. This property was included in an urban reserve area and has been provisionally included in the UGB. However, Metro cannot take official action on the UGB amendment until the property is within the Metro jurisdictional boundary.
3. As submitted the proposed annexation is not contiguous to the Metro boundary because Helvetia Road is not within the boundary. Contiguity is not required by the statutes or Metro Code. However, assuming this property is later annexed to Hillsboro to acquire services to facilitate development, a situation will be created where road r-o-w will be within the City but not within Metro. This will require the County Assessor's office to maintain a separate tax code area just for the right-of-way.
4. The land slopes gently toward Waibel Gulch which crosses the property from northeast to southwest. There are trees (mostly oak & other deciduous types) on the western and eastern portions of the property with open agricultural land between on both sides of the swale. Agricultural land lies to the north and west with agricultural/industrial land to the east and Highway 26 on the south. The four residences lie on the west side of TL 900.
5. This territory is outside of Metro's jurisdictional boundary and outside the regional Urban Growth Boundary (UGB).

Metro was required by state law to designate areas outside its boundary which would be suitable for supplying a 10-30 year supply of developable land beyond the 20 year supply within the boundary. The area was included within an "urban reserve study area" in 1995 (by Metro Resolution 95-2244). Further study and action by the Metro Council in March of 1997 resulted in designation of this territory as an "urban reserve area" (URA).

Additionally Metro was required to inventory buildable lands within the existing UGB and analyze the adequacy of the supply by January 1, 1998. If the supply was found wanting Metro was required to accommodate one half of the mandated 20 year supply inside the UGB within one year of completion of the analysis - in other words, by January 1, 1998. They were given two years to accommodate the entire 20 year buildable lands supply within the UGB (that is, by January 1, 1999).

Metro completed the required analysis, determined that they needed to expand the

UGB and did so by bringing into the UGB (by ordinance or provisionally by resolution) certain lands in the identified Urban Reserve Areas. This action was taken in December, 1998 and the territory to be annexed to Metro in the current proposal was included. The URA's had been identified by numbers, in this case Numbers 62 & 63.

Thus the status of the territory to be annexed is that it is provisionally approved for inclusion in the regional Urban Growth Boundary pending approval of its inclusion in Metro's jurisdictional boundary.

6. The law which dictates that Metro adopt criteria for boundary changes specifically states that those criteria shall include ". . . compliance with adopted regional urban growth goals and objectives, functional plans . . . and the regional framework plan of the district [Metro]." In fact, while the first two mentioned items were adopted independently, they are actually now part of Metro's Regional Framework Plan. Another previously free standing construct which is now an element of the Framework Plan is the 2040 Growth Concept. Each of these elements of the Regional Framework Plan is discussed below.
7. The "Introduction" section of the Framework Plan contains the following statement with regard to "Relationship With Metro Citizens":

***Notification***

*Metro shall develop programs for public notification, especially for (but not limited to) proposed legislative actions, that ensure a high level of awareness of potential consequences, as well as opportunities for involvement on the part of affected citizens, both inside and outside of its districts' boundaries. (p.7, Regional Framework Plan (RFP))*

8. The Regional Framework Plan contains a lengthy section on the 2040 Growth Concept (pp. 11-23, RFP). This concept states that "[t]he preferred form of growth is to contain growth within a carefully managed Urban Growth Boundary" (p. 11, RFP). The 2040 Growth Concept includes a map which lays out the "central city-regional centers-town centers" ideas and other general constructs of the Concept. This section of the Framework Plan does not contain any directly applicable standards and criteria for boundary changes.

Chapter 1 of the Framework Plan contains Policies (Goals and Objectives) including one titled "Urban/Rural Transition" (p. 32, RFP). This policy states there should be a clear transition between urban and rural land. The policy then goes on to list some factors to be considered when determining where the break should be between urban and rural lands. It also gives guidance for determining which areas should be included in "urban reserves."

The property under consideration in the current boundary change proposal is clearly in

a transition mode. However, this policy speaks to the larger issues of deciding what areas should be included in urban reserves and ultimately the UGB. The policy does not give direction on the more specific notion of annexation into the Metro jurisdictional boundary which includes both rural and urban lands.

Chapter 1 also contains a policy on the Urban Growth Boundary (pp. 33-34). This policy, like the previous one, addresses issues of changing the UGB but does not speak to the changing of the District's jurisdictional boundary. This policy does lay out the details of a requirement that conceptual land use plans must be done for urban reserve areas prior to their being considered for inclusion in the Urban Growth Boundary. These requirements are also formalized in the Metro Code (Chapter 3.01). These requirements of an urban reserve plan are not directly related to the current proposal. However it can be noted that the applicant met these requirements through submission to the Metro Council as a part of the process of having this territory provisionally approved for inclusion in the UGB.

Policy 1.12 of Chapter 1 calls for protection of agricultural and resource lands outside the UGB. The goal goes on to say that:

*Expansion of the UGB shall occur in urban reserves, established consistent with the urban rural transition objective. All urban reserves should be planned for future urbanization even if they contain resource lands.*

Chapter 2 of the Regional Framework Plan covers Transportation. This chapter does not contain specific directly applicable criteria for boundary changes.

Chapter 3 of the Regional Framework Plan deals with Parks, Open Spaces and Recreational Facilities. This chapter does not contain specific applicable criteria for boundary changes.

Chapter 4, Water, is divided into two sections, one dealing with Water Supply and one with Watershed Management and Water Quality. Metro's interests here are on water conservation and the link between land use and water supply. The agency has not assumed any role in the functional aspects of treatment, supply, transmission or storage. In a global sense Metro's planning for the region seeks to assure that its growth concepts and projections are coordinated with regional infrastructure capacities and planning. Relative to watershed management and water quality, Metro's goals are broad-brush and this chapter acknowledges that application of real restrictions lies with the local governments. No specific applicable criteria for boundary changes are found in either section of Chapter 4.

Natural Hazards are covered in Chapter 5 of the Regional Framework Plan. This chapter does not contain specific applicable criteria for boundary changes.

Chapters 6 (Clark County), 7 (Management) and 8 (Implementation) also do not

include any specific applicable criteria relative to boundary changes.

9. The territory to be annexed is currently outside the regional Urban Growth Boundary and therefore subject to Washington County's Rural and Natural Resources Plan. However, since Metro has provisionally decided it should be placed within the UGB where it would fall under the County's Comprehensive Framework Plan For The Urban Area, both plans were examined.

In the GENERAL element of the Plan the Intergovernmental Coordination Policy calls for the County to "effectively coordinate its planning and development efforts with . . . other local governments and special districts." 3.1.11, Intergovernmental Coordination Policy No. 3. The summary of that section notes that ". . . the specific responsibilities of cities and special service districts, must be coordinated to ensure that their various plans and programs reinforce and are consistent with the County's Comprehensive Plan." To the extent that boundary changes to cities and districts can be considered to be "plans and programs" it could be asserted that such boundary changes need to be consistent with the plan.

One of the implementing strategies of this element calls for establishment and maintenance of Urban Planning Area Agreements (UPAA's) between the cities and the County. These documents are to aid in the coordination between the County and cities on land use planning and development matters. These documents may contain guidelines relative to boundary changes and if so, by virtue of this element, they would need to be considered when reviewing compliance of a boundary change with the Comprehensive Framework Plan.

In the URBANIZATION element of the Plan under the subheading "Reasons for Growth" (3.3.1), Policy 13 states:

IT IS THE POLICY OF WASHINGTON COUNTY TO ESTABLISH A GROWTH MANAGEMENT SYSTEM FOR THE UNINCORPORATED AREAS WITHIN THE UGB WHICH PROMOTES:

- (1) EFFICIENT, ECONOMIC PROVISION OF PUBLIC FACILITIES AND SERVICES;
- (2) INFILL DEVELOPMENT IN ESTABLISHED AREAS WHILE PRESERVING EXISTING NEIGHBORHOOD CHARACTER;
- (3) DEVELOPMENT NEAR OR CONTIGUOUS TO EXISTING URBAN DEVELOPMENT WHERE SERVICES AREA AVAILABLE;
- (4) PARCELIZATION OF LAND SUCH THAT FUTURE DEVELOPMENT AT URBAN DENSITIES CAN TAKE PLACE;

- (5) DEVELOPMENT WHICH IS COMPATIBLE WITH EXISTING LAND USES;
- (6) AGRICULTURAL USE OF AGRICULTURAL LAND UNTIL SERVICES ARE AVAILABLE TO ALLOW DEVELOPMENT;
- (7) DEVELOPMENT IN CONCERT WITH ADOPTED COMMUNITY PLANS; AND
- (8) UTILIZATION OF THE EXISTING CAPITAL INFRASTRUCTURE.

Policy 14, under the subheading of Managing Growth, says:

IT IS THE POLICY OF WASHINGTON COUNTY TO MANAGE GROWTH ON UNINCORPORATED LANDS WITHIN THE UGB SUCH THAT PUBLIC FACILITIES AND SERVICES ARE AVAILABLE TO SUPPORT ORDERLY URBAN DEVELOPMENT.

Policy 15 of the URBANIZATION element, under the subheading "Roles and Responsibilities for Servicing Growth," states:

IT IS THE POLICY OF WASHINGTON COUNTY TO WORK WITH SERVICE PROVIDERS, INCLUDING CITIES AND SPECIAL DISTRICTS, AND THE PORTLAND METROPOLITAN AREA BOUNDARY COMMISSION, TO INSURE THAT FACILITIES AND SERVICES REQUIRED FOR GROWTH WILL BE PROVIDED WHEN NEEDED BY THE AGENCY OR AGENCIES BEST ABLE TO DO SO IN A COST EFFECTIVE AND EFFICIENT MANNER.

Implementing Strategies

The County will:

- a. Prepare a public facilities plan in accordance with OAR Chapter 660, Division 11, Public Facilities Planning;
- b. Continue to provide the following facilities and services as resources permit:

Public Health  
Sheriff Patrol  
Assessment and Taxation  
Land Development Regulations  
Solid Waste Collection System  
Management (franchising)

County-wide  
County-wide (limited)  
County-wide  
Unincorporated Areas Only  
Unincorporated Areas Only

Solid Waste Disposal  
Outside UGB  
Cooperative Library System  
Records and Elections

Unincorporated Areas  
County-wide  
County-wide

- c. Establish a coordination system with all cities, special districts and private companies that now or will provide services in the present unincorporated area. This coordination system will be designed to ensure that the following types of services and facilities will be provided when needed to existing and future County residents and businesses in accord with the Comprehensive Plan:
- 1) Sanitary sewage collection and treatment,
  - 2) Drainage management,
  - 3) Fire protection,
  - 4) Water distribution and storage,
  - 5) Schools,
  - 6) Libraries,
  - 7) Utilities (electricity, telephone and cable communications, natural gas, etc.),
  - 8) Solid waste disposal,
  - 9) Roads and transportation facilities,
  - 10) Parks and recreation facilities,
  - 11) Police, and
  - 12) Transit;
- d. If appropriate in the future, enter into agreements with service providers which address one or more of the following:
- 1) Process for review of development proposals,
  - 2) Process for review of proposed service extension or facility expansion,
  - 3) Service district or city annexation,
  - 4) Planning of service extensions, new facilities, or facility expansions,
  - 5) Procedures for amending the agreement,
  - 6) Methods to be used to finance service and or facility improvements, operation and maintenance,
  - 7) Standards to be used by the County and the service provider in assessing "adequate" service levels,
  - 8) Area or clientele to be served now and in the future,
  - 9) Consistency with Plan policies and strategies,
  - 10) Coordination of capital improvements programs, and
  - 11) Cost effectiveness of service provision;

- e. Not oppose proposed annexations which are in accord with an Urban Planning Area Agreement (UPAA);
- f. Work with Citizen Participation Organizations to identify and describe specific concerns related to possible future annexations of land to cities which abut Community Planning Areas. These concerns shall be considered by the County during renegotiation of Urban Planning Area Agreements;
- g. Support incorporation of new communities provided that incorporation will result in the provision of services in the most efficient and cost effective manner and is not in violation of an already existing Urban Planning Area Agreement between the County and an affected city; and
- h. Cooperate in the development, adoption, and implementation of a master plan for library services and facilities based on a survey of County library needs; and, develop a financial plan for operating library services in the County, with emphasis on the establishment of a multiple funding base, with the involvement of the Washington County Cooperative Library System Citizen Advisory Board, cities, community libraries, school districts, the Tualatin Hills Park and Recreation District, and citizens.

The PUBLIC FACILITIES AND SERVICES element of the Washington County Comprehensive Framework Plan contains several policies which potentially relate to boundary changes.

Under the subheading "Sanitary Sewage Collection and Treatment" Policy 25 calls for all areas within the UGB to be served with sanitary sewer service as provided in the Regional Wastewater Treatment Management Plan, wherever feasible.

Policy 26 states:

IT IS THE POLICY OF WASHINGTON COUNTY THAT ALL RESIDENCES AND BUSINESS BE SERVED WITH AN ADEQUATE SUPPLY OF POTABLE WATER FOR CONSUMPTION AND FIRE SUPPRESSION PURPOSES.

Policy 27 covers drainage by saying that drainage should be managed through a system of coordinated activities of the county and other local government agencies. This approach has been refined through creation a surface water element of the Unified Sewerage Agency.

Policy 31 states:

IT IS THE POLICY OF WASHINGTON COUNTY TO WORK CLOSELY WITH APPROPRIATE SERVICE PROVIDERS TO ASSURE THAT ALL AREAS OF THE COUNTY CONTINUE TO BE SERVED WITH AN ADEQUATE LEVEL OF POLICE AND FIRE PROTECTION.

The RECREATION element of the Comprehensive Framework Plan contains several subheadings and various policies. Under the subheading "Quantity and Quality of Recreation Facilities and Services," Policy 33 states:

IT IS THE POLICY OF WASHINGTON COUNTY THAT RESIDENTS OF ITS UNINCORPORATED AREAS ARE PROVIDED WITH ADEQUATE OPEN SPACE AND PARK FACILITIES AND SERVICES.

The **County Resource Document** is the second component of the Washington County Comprehensive Plan. The Resource Document contains information on the County's natural and cultural resources. This is the basic inventory of information on which all comprehensive plans depend. Nothing in this document relates specifically to annexation.

The third component of the Plan is the **Rural\Natural Resource Element**. "The Rural\Natural Resources element of the Washington County Comprehensive Plan provides the framework for guiding future land use decisions in Washington County in areas outside the established urban growth boundaries." (Side 1, Rural Natural Resources Element)

The Rural\Natural Resources Plan is broken down into "policies" which contain "implementing strategies." Policy 1 describes the planning process including amendment procedures. Of interest in the implementing strategies section of this policy is the statement that the County will "Comply with procedures established by the Metropolitan Service District [Metro] for requesting amendments to the regional Urban Growth Boundary." (Section j. of Policy 1)

Policy 2 states the County's commitment to citizen involvement in all facets of the planning process. While this annexation may be considered to be at best tangentially related to the County planning process, it is noted that extensive notice inviting citizen involvement was given. This included affected local governments, surrounding property owners and CPO # 8.

Plan Policy 3, Intergovernmental Coordination, calls on the County to:

- a. "Coordinate planning activities with appropriate federal, state, regional and local government units, and with affected special districts by:

- (1) Providing affected agencies with information on proposed land use actions for review and comment.
- (3) Notifying affected agencies of time limits for responses to proposed land use actions; and consider that no response within the given time means concurrence with the proposal.

b. Establish and maintain "Planning Area Agreements" with cities.

County Plan Policies 6 (Water Resources), 10 (Fish and Wildlife Habitat) and 11 (Significant Natural Resources) are identified with overlays on the Rural\Natural Resources Plan. The drainageway which runs through and forms part of the boundary of the territory to be annexed is identified as "Water Areas And Wetlands & Fish And Wildlife Habitat." The County strives to protect these areas with regulations limiting development and alteration of the natural vegetation.

Policy 14 establishes nine plan designations for the rural\natural resource area. This territory is designated Exclusive Farm Use (EFU). Policies and implementing strategies relating to EFU are contained Policy 15. Policy 15 does note that exceptions to the policy of maintaining these lands in agricultural use can be allowed pursuant to LCDC Goals, Rules and the County Plan amendment process.

Policy 22, the Public Facilities and Services policy, says public facilities in rural\natural resource areas should be limited to what is necessary for maintaining rural type development.

The last policy in the Rural\natural Resource Plan is Policy 27, Urbanization. This policy says Washington County intends to provide for urban uses within urban growth boundaries. It says:

The County will:

- b. Cooperate with the Metropolitan Service District [Metro] in the establishment and maintenance of the Regional Urban Growth Boundary

The fourth element of Washington County Comprehensive Plan is the **Community Plans & Background Document**. The area being proposed for annexation to Metro is not covered by a Washington County community plan.

The last three elements of the County Comprehensive Plan are the **Community Development Code** [zoning ordinance], the **Transportation Plan** and the **Unified Capitol Improvement Program**. These elements do not contain any specific directly applicable standards or criteria for boundary changes.

10. In its County 2000 program Washington County has adopted a policy favoring a service delivery system which distinguishes between municipal and county-wide services. The reason for the policy is to achieve tax fairness and expenditure equity in the provision of public services. The County policy favors municipal services being provided by cities or special districts.

11. Since this territory has been outside the regional Urban Growth Boundary it is not within a dual interest area covered by a City/County urban growth management agreement.

12. This territory is not covered by the Hillsboro Comprehensive Plan.

As a part of the Urban Growth Boundary adjustment process the City of Hillsboro and Washington County were required to enter into an intergovernmental agreement relative to the preparation of urban reserve plans. This document lays out the roles of the City and the County in preparing the urban reserve area plans which must precede any actual changes in the Urban Growth Boundary.

13. ORS 195 requires agreements between providers of urban services. Urban services are defined as: sanitary sewers, water, fire protection, parks, open space, recreation and streets, roads and mass transit. These agreements are to specify which governmental entity will provide which service to which area in the long term. The counties are responsible for facilitating the creation of these agreements. The statute was enacted in 1993 but there are no urban service agreements in place in Washington, Multnomah or Clackamas counties to date.

14. No urban services are currently available to this site. The territory is not yet within the regional urban growth boundary. Annexation to Metro will not alter this situation. Only after the territory is within the Metro jurisdictional boundary can it be included within the UGB. Annexation to Metro would not make urban services available because the services which Metro offers are not what would generally be described as *urban services*. After annexation to Metro and after successful inclusion of the property within the UGB, the availability of urban services will be addressed through annexation to a city and/or special districts capable of providing those services.

15. This territory lies within Washington County Rural Fire Protection District No. 2. This District contracts with the City of Hillsboro for fire protection service within the urban portions of the District. The City is developing a station at 229th and Evergreen Parkway within two miles of this site.

Hillsboro Unified School District services this area and it is within the Portland Community College District. The jurisdictional boundaries of Tri-Met and the Portland of Portland also cover the territory.

All other services are provided generally at a rural level by Washington County. This

includes police protection, transportation, tax collection, etc.

16. Metro provides a number of services on the regional level. Primary among these is regional land use planning and maintenance of the regional Urban Growth Boundary. Metro has provided this service to this site through the process of identifying urban reserve areas and determining which parcels are currently appropriate for inclusion in the UGB. Metro provides some direct park service at what are basically regional park facilities and has an extensive green spaces acquisition program funded by the region's voters. Metro is responsible for solid waste disposal including the regional transfer stations and contracting for the ultimate disposal at Arlington. The District runs the Oregon Zoo and other regional facilities such as the Convention Center and the Performing Arts Center. These are all basically regional services provided for the benefit of and paid for by the residents within the region. These facilities are funded through service charges, excise taxes and other revenues including a small tax base for operating expenses at the Zoo and tax levies for bonded debt. For the 1998-99 fiscal year the Zoo operating levy was \$ .0966 per \$1,000 assessed value (A.V.) and the bonded debt levies were a combined \$ .2676 for a total tax levy of \$.3642 per \$1,000 A.V.

#### CONCLUSIONS AND REASONS FOR DECISION

Based on the Findings, the Commission determined:

1. The proposed annexation should be modified to include the rights of way of Helvetia Road and Groveland Drive which lie adjacent to the territory to be annexed. The Board notes that ORS 198.805 obligates them to consider whether the boundary of the proposal should be modified. While contiguity is not required for annexations to Metro, it may be required or necessary for subsequent annexation to a city. The Board recognizes that annexation to a city will occur in the future in order to access urban services to facilitate development. When the entire property and the adjacent right-of-way are in the City, if the right-of-way were not in Metro, the Assessor's office would have to show a separate tax code area for the street. In order to avoid this small complication the Board chooses to include the entire adjacent rights-of-way at this time.
2. The Metro Code at 3.09.050 (e) (2) calls for consistency between the Board decision and any "specific directly applicable standards or criteria for boundary changes contained in . . . regional framework and functional plans . . ." To the very limited extent that any directly applicable standards and criteria can be identified, the Board finds its decision to approve this annexation is consistent with them. There are no directly applicable criteria in Metro's only adopted functional plan, the Urban Growth Management Functional Plan. This Plan requires that cities and counties amend their plans to include minimum density standards, etc. but these mandates do not relate to

annexation to a District which does not provide any services that directly facilitate development. The Functional Plan also lays out requirements for additions to the regional Urban Growth Boundary but these requirements do not affect annexations to the district. Metro includes both urban and non-urban lands and changes to its boundary may or may not result in subsequent changes in the urban growth boundary.

The introduction section of the Regional Framework Plan calls for Metro to encourage a high level of public awareness of its actions. The Board notes that a public hearing was held on this matter and that extensive notice of that hearing was given including: 1) posting of notices in the vicinity of the annexation 45 days prior to the hearing; 2) mailed notice to necessary parties 45 days prior; 3) two published notices in the Hillsboro Argus newspaper; 4) notice by first class mail to every property owner within 500 feet and notice to the affected community planning organization (CPO # 8). The Board concludes this hearing and notice is consistent with this section of the Regional Framework Plan.

3. The Metro Code at 3.09.050 (e) (2) calls for consistency between the Board decision and any "specific directly applicable standards or criteria for boundary changes contained in comprehensive plans, public facilities plans . . ." The Board has reviewed the applicable comprehensive plan which is the Washington County Comprehensive Plan and finds approval of this annexation to be consistent with the very few directly applicable standards and criteria in that plan.

Policy 1 of the Rural/Natural Resources Element of the County Comprehensive Plan notes that the County will comply with the procedures established by Metro for changing the UGB. To the extent that the County did participate in the process of [provisionally] changing the UGB in this area the Board finds its decision consistent with this portion of the Plan.

Policy 2 of the Rural/Natural Resources Element states the County's commitment to citizen involvement. Given the public hearing and notice process described in No. 2 above, the Board finds consistency between its decision and this portion of the Plan.

Policy 22 of this element of the Plan says that the County will cooperate with Metro in establishment and maintenance of the UGB. To the extent that Washington County was involved in the recent [provisional] UGB change in this area, this section of the Plan and the Board's decision are consistent.

This area is not covered by any city-county urban planning area agreements. Therefore no consistency between this decision and those agreements is required.

4. The Metro Code also requires that these conclusions address consistency between this decision and any urban service agreements under ORS 195. As noted in Finding

No. 13 there are no ORS 195 agreements in place in this area. Therefore this criteria is inapplicable.

5. Metro Code 3.09.050 (e) (3) states that another criteria to be addressed is that "The affected entity [Metro] can assure that urban services are now or can be made available to serve the affected territory, by its own forces or by contract with others." The Board finds that mostly this criteria, also is inapplicable since Metro is not a provider of urban services. However, the Board does believe that the principal behind this criteria, adequacy of services, should be addressed. For the services which the affected district, Metro, does deliver, the Board finds they are adequate to serve this area. Those services and the financing thereof are covered in more detail in Finding No. 16.

**LEGAL DESCRIPTION  
METRO**

A PARCEL OF LAND LOCATED IN THE WEST HALF OF SECTION 15 AND THE EAST HALF OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 2 WEST, WILLAMETTE MERIDIAN, WASHINGTON COUNTY, OREGON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF THE PROPERTY DESCRIBED IN DEED BOOK 333, PAGE 550 WITH THE NORTHERLY LINE OF SUNSET HIGHWAY (U.S. 26); THENCE ALONG SAID WEST LINE NORTH  $17^{\circ}29'03''$  EAST, 670.00 FEET; THENCE LEAVING SAID LINE SOUTH  $44^{\circ}16'00''$  EAST, 930 FEET MORE OR LESS TO THE CENTERLINE OF THE DRAINAGE WAY KNOWN AS WAIBLE GULCH; THENCE NORTHEASTERLY ALONG SAID CENTERLINE 1,380 FEET MORE OR LESS TO THE INTERSECTION OF SAID CENTERLINE WITH THE WESTERLY RIGHT-OF-WAY LINE OF HELVETIA ROAD (CO. ROAD NO. A-142); THENCE SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE TO THE NORTHERLY RIGHT-OF-WAY LINE OF N.W. GROVELAND ROAD; THENCE NORTHWESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE AND THE NORTH LINE OF SUNSET HIGHWAY TO THE POINT OF BEGINNING.

AND INCLUDING THE RIGHT-OF-WAY OF N.W. GROVELAND DR. ADJACENT TO THE SOUTHERN BOUNDARY OF SAID PROPERTY AND THE RIGHT-OF-WAY OF N.W. HELVETIA ROAD ADJACENT TO THE EASTERN EDGE OF THE PROPERTY.

# Proposal No. MU0199

SECTION 15 T1N R2W WM  
WASHINGTON COUNTY OREGON

SEE MAP  
IN 2 16

901  
39.37Ac.

C.S.No.12,482

SOUTH  
LINE

J. W. CHAMBERS  
DLC 84

AREA TO BE  
ANNEXED

SE COR. J.W.  
CHAMBERS DLC 84

Lot 1  
2.39 Ac.

1100 28.46 Ac.	1200 28.46 Ac.	1300 28.46 Ac.	1400 28.46 Ac.
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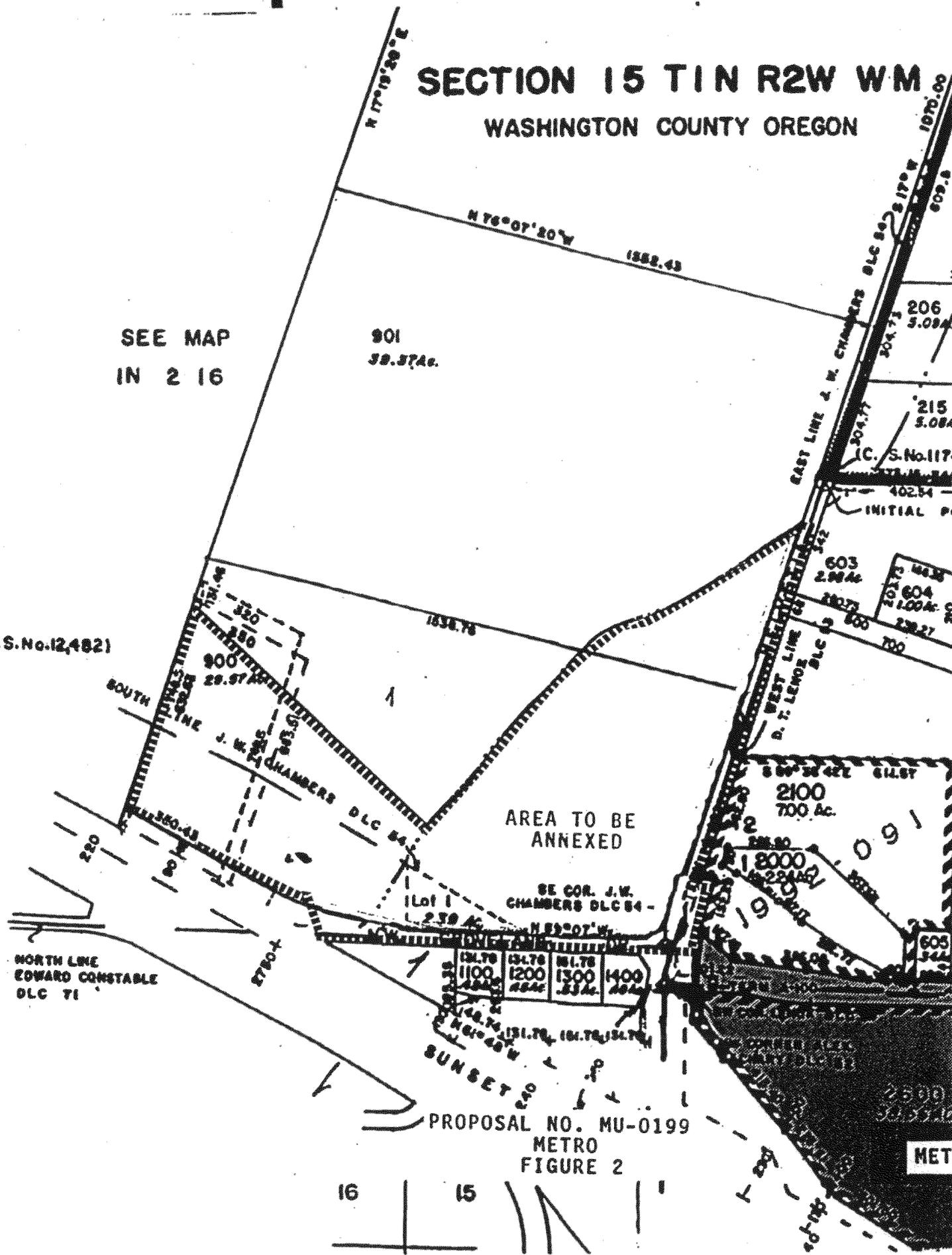
NORTH LINE  
EDWARD CONSTABLE  
DLC 71

SUNSET

PROPOSAL NO. MU-0199  
METRO  
FIGURE 2

16 | 15

MET



**LEGAL DESCRIPTION  
METRO**

A PARCEL OF LAND LOCATED IN THE WEST HALF OF SECTION 15 AND THE EAST HALF OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 2 WEST, WILLAMETTE MERIDIAN, WASHINGTON COUNTY, OREGON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF THE PROPERTY DESCRIBED IN DEED BOOK 333, PAGE 550 WITH THE NORTHERLY LINE OF SUNSET HIGHWAY (U.S. 26); THENCE ALONG SAID WEST LINE NORTH 17°29'03" EAST, 670.00 FEET; THENCE LEAVING SAID LINE SOUTH 44°16'00" EAST, 930 FEET MORE OR LESS TO THE CENTERLINE OF THE DRAINAGE WAY KNOWN AS WAIBLE GULCH; THENCE NORTHEASTERLY ALONG SAID CENTERLINE 1,380 FEET MORE OR LESS TO THE INTERSECTION OF SAID CENTERLINE WITH THE WESTERLY RIGHT-OF-WAY LINE OF HELVETIA ROAD (CO. ROAD NO. A-142); THENCE SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE TO THE NORTHERLY RIGHT-OF-WAY LINE OF N.W. GROVELAND ROAD; THENCE NORTHWESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE AND THE NORTH LINE OF SUNSET HIGHWAY TO THE POINT OF BEGINNING.

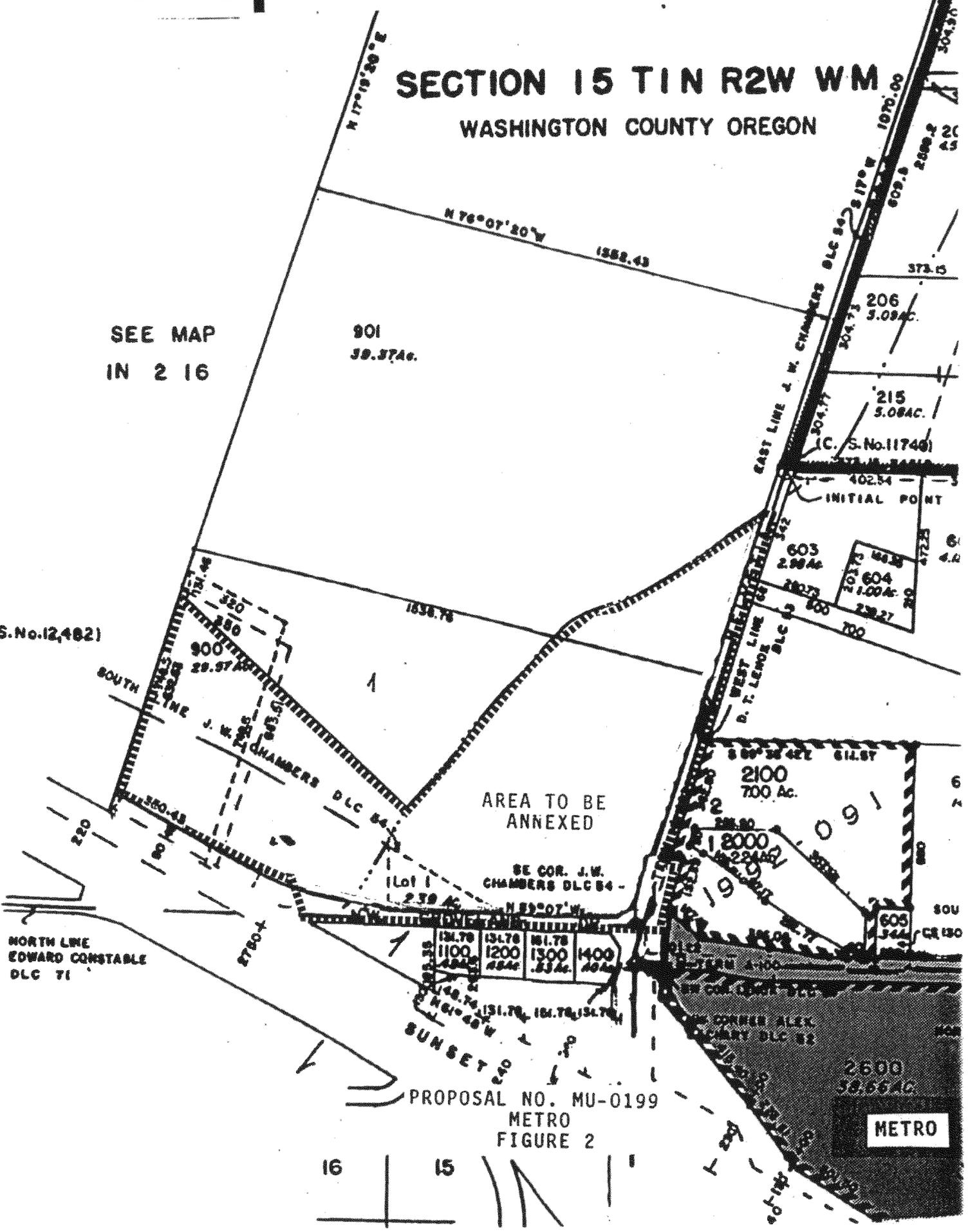
AND INCLUDING THE RIGHT-OF-WAY OF N.W. GROVELAND DR. ADJACENT TO THE SOUTHERN BOUNDARY OF SAID PROPERTY AND THE RIGHT-OF-WAY OF N.W. HELVETIA ROAD ADJACENT TO THE EASTERN EDGE OF THE PROPERTY.

# Proposal No. MU0199

SECTION 15 T1N R2W W/M  
WASHINGTON COUNTY OREGON

SEE MAP  
IN 2 16

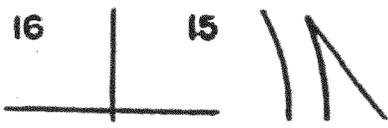
(C.S.No.12,482)



AREA TO BE ANNEXED

PROPOSAL NO. MU-0199  
METRO  
FIGURE 2

METRO



# What Part Of "NO" Don't They Understand?

No wonder voters are cynical these days. What with city commissioners like Charlie Hales who continue THEIR headstrong drive toward a light rail boondoggle, even after WE have voted it down 3 times. WHAT PART OF "NO" DON'T PORTLAND POLITICIANS UNDERSTAND?



Ted Piccolo is a small businessman in North Portland and founder of Atlas Oregon

There certainly does seem to be a major disconnect between certain politicians and the people they are supposed to represent. This disconnect is reaching catastrophic proportions with respect to the concept of a North/North light rail line. Because, whether we like it or not, if these politicians get their way your going to get it.

You're going to get it right up Interstate Avenue.

Portland City Council is preparing to build this new line by fiat. No vote, no real input. Oh they will hold a few meetings in which they will

*One would think that a popular vote would suffice as public input. Well, you see that only counts if the public votes for what the politicians want. In this case there is big money at stake.*

stack the deck in their favor. However unless citizens begin making their voices heard, this project will be, quite literally, railroaded on through. All this while VOTERS HAVE DEFEATED PROPOSED LIGHT RAIL EXTENSIONS THREE TIMES!

One would think that a popular vote would suffice as public input. Well, you see that only counts if the public votes for what the politicians

want. In this case there is big money at stake. Some huge OUT-OF-STATE corporations spent hundreds of thousands of dollars to LOSE a campaign last fall. These PLAYERS expect something for their money, and by golly it is time for them to call in the POLITICAL favors.

Do not be deceived. The campaign last fall was filled with lies and myths, paid for by money from out-of-STATE and so will this next one. We did not BUY the Lies before, and this plan is even worse.

## WHEN THE POLITICIANS START TALKING, REMEMBER THESE FOUR POINTS

### 1) North Portland DOES NOT support light rail.

North Portland voted against light rail in THE last election. Voters in DISTRICT 17, where the politicians want to build the new line, voted against the measure 54% to 46%!

### 2) Light Rail INCREASES congestion.

Light rail would eliminate two very important lanes for traffic on Interstate avenue while shifting some bus passengers to train. There is NO evidence that light rail will gain any new riders.

### 3) LIGHT RAIL = CORPORATE WELFARE

The other nasty little secret here is that the city would give tax incentives to developers along Interstate Avenue to build high density housing. When developers get tax breaks, you and I will pay for it with higher taxes! Secondly, removing those two traffic lanes while at the same time adding high density housing will only serve to further INCREASE congestion.

### 4) LIGHT RAIL WILL REQUIRE HIGHER TAXES.

The city is being asked to pony up \$30 million, Tri-Met \$25 million, and METRO \$55 million. THAT'S \$110 MILLION DOLLARS! Uh, excuse me but is there a special tree downtown growing that money? Where do they think that money is coming from? You and I. We can expect to pay higher taxes to cover this project because the politicians certainly are not going to cut the budgets for police, fire, parks or any other popular city service. Does the city really believe we are that stupid to not realize that this is becoming a giant shell game?

It goes like this. They know that the public will not support millions of dollars for an unpopular project like light rail when placed against fire, parks, or schools. So they just shift money from those popular services to supplement their own cute train sets. Then they

come crying to us that there is no money for parks or police etc... After all, who can say no to these vital services? In essence the politicians will hold city services hostage.

*It goes like this. They know that the public will not support millions of dollars for an unpopular project like light rail when placed against fire, parks, or schools. So they just shift money from those popular services to supplement their own cute train sets. Then they come crying to us that there is no money for parks or police etc... After all, who can say no to these vital services?*

This kind of game is deceitful, and it has to come to a stop.

We can put a stop to this kind of arrogance. We need to show up to the community meetings and continue to make our voice heard. We are beginning to have an effect as some of the city commissioners seem to be reasonable and genuinely concerned with the public opinion.

## NO Vote? NO Rail! What Part Of NO Don't You Understand?

Commissioner Saltzman	823-4151
Commissioner Hales	823-4682
Commissioner Francesconi	823-3008
Commissioner Sten	823-3589
Mayor Katz	823-4120

# A Transit Perspective

By Lewis Marcus

I have always been in favor of a cost-effective light rail system that would serve our community well. Unfortunately, our current crop of politicians and planners have been unable to produce a plan that would be a fair deal for the taxpayers, while providing good transit service.

The latest plan calls for a 15 mile-per-hour train on exposed railroad tracks, going right up



Lewis Marcus, Protect our Parks Education Foundation.

the middle of Interstate Avenue, permanently eliminating two automobile lanes. The new light rail medial strip would eliminate our ability to turn left on Interstate Avenue. Their plan calls for construction to tear-up Interstate Avenue until the year 2004. When they are done we will have lost over 50% of the automobile capacity and gained a 15 mile-per-hour Snail-Rail to replace the number 5 bus line.

After four years of construction mess and detours, the new Snail-Rail will receive priority over all automobile traffic, leading to even more congestion.

Through the elimination the number 5 bus line, most of the transit stops will also be

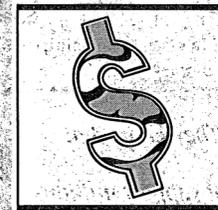
eliminated. Riders would be forced to walk long distances to reach "train stations."

If you drive on any of these streets: Interstate Avenue, Lombard Street, Denver Avenue, Portland Blvd, Killingsworth Street, Alberta Street, Ainsworth Street, Greeley Avenue, Marine Drive, Prescott Street, Skidmore Street, Russell street, your commute will be permanently disrupted by the new tracks.

Now that Light Rail has been rejected by the voters of North Portland, the politicians should at least consider alternatives.

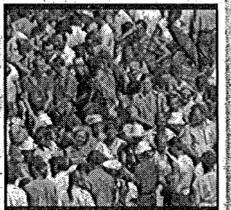
Whether you drive or use public transit, Snail Rail - Right Up the Middle of Interstate Avenue is a bad idea.

# Interstate Ave. Light Rail is a bad idea because:

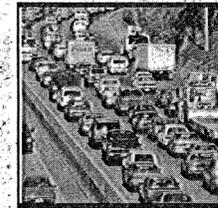


It means higher taxes

It means more density



## WE HAVE SAID NO 3 TIMES ALREADY!



It means more congestion

It means fewer buses



It is more corporate welfare

## Top Ten Light Rail Myths...What We've learned from 12 years of MAX in Portland

By John A. Charles

The light rail concept has long been promoted by supporters using a set of unsupported myths. Here are the Top Ten Light Rail myths:

### 1. Light Rail will reduce traffic congestion.

Between 1986 and 1995, average daily trips on the Banfield freeway increased from 117,928 to 162,254 (measured near Lloyd Center), despite the adjacent light rail line and free parking for MAX riders at the Gateway Transit Center.

Metro computer projections for the proposed South/North light-rail extension predict that traffic congestion in North Portland will actually worsen if the Interstate Avenue alignment is chosen. This is because auto lanes on Interstate Avenue will be reduced from 4 to 2; this will cause an increase in traffic on nearby stretches of I-5.

### 2. Light Rail will improve air quality.

The DEIS predicts that South/North light rail would reduce regional nitrogen oxide emissions by about one-tenth of one percent (1/1,000th). We will see greater improvement than that in the near future just from older cars being retired from the fleet.

Moreover, there is no reason to spend \$1.6 billion on any single air pollution strategy, because Portland does not have an air pollution problem. Last year, EPA redesignated the Portland region as an "attainment" region under the Clean Air Act-meaning that every Oregon city now complies with federal standards.

### 3. Building light rail is cheaper than building highways.

At more than \$100 million per mile, the South/North light rail will cost more than any highway ever built in Oregon. For less than 25% of the cost, we could build extra lanes on the roads paralleling the proposed light-rail route, dedicate those lanes to buses and car pools, and expand bus service along the proposed light-rail route. These improvements would do far more to speed traffic, relieve congestion and reduce air pollution than building another rail line would.

### 4. Travel on light rail will be fast.

East-side MAX averages 19 M.P.H., and the speed will drop even lower when the Gresham Civic Center station is opened. Under no circumstances does Tri-Met ever predict running any of the region's trains at speeds faster than 21

M.P.H.. The reason is that despite its name--Metropolitan Area Express--there is no "express" in the MAX system. All trains are local, even though a bypass track for express trains is fully operational at the Gateway Transit Center.

By comparison, the nation's first interurban electric streetcar system was opened in Portland in 1893, and ran to Oregon City at 14 M.P.H.. Increasing the speed of regional trains by 5 M.P.H. in 105 years is hardly a track record worthy of an additional subsidy of \$1.6 billion in tax dollars.

### 5. Light Rail creates the necessary "spine" for the regional transit system.

Light rail is not corrective surgery; in fact, it is transit cannibalism. When East-side MAX opened, Tri-Met deliberately canceled the two previously-operating express bus routes on the Banfield Freeway, and rerouted other east-side buses to become feeder routes for light rail. This forced bus customers to either endure a longer commute with a transfer, or abandon transit altogether.

Since the South/North expansion is planned as a surface route through the downtown bus mall, total carrying capacity of the mall will actually decrease by 8.3 percent. This is because bus service will drop from 158 buses at the peak hour to 124 with light rail. Since the maximum train service (8 trips per hour) can only provide 1,115 seats, the result is a net loss of 718 seats on the mall.

### 6. Light Rail is superior to bus service because buses get stuck in traffic.

This would only be true if MAX included express service; but since Tri-Met chooses not to do so, MAX is actually slower than most buses. As recently as May, 1998, C-Trans of Washington was operating express bus service from Gateway Transit Center to downtown Portland, with scheduled running times of 15 minutes. The same distance by MAX, regardless of the time of day, is about 21 minutes. If strategic modifications were made to the Banfield system-such as converting the valuable MAX right-of-way to an Exclusive Busway/HOV lane, express transit vehicles could make the trip in 10 minutes. MAX will never achieve such speeds.

### 7. Light Rail is "high-capacity" transit.

The truth is light rail is "high-cost" transit, not high-capacity transit. There are only 72 seats

per car, and only 2 cars per trip. Furthermore, because of safety and operational limits, Tri-Met is required to leave 6 minute spacings between each trip. Tri-Met's own traffic counts reveal these features to be fatal flaws from a capacity standpoint.

During the 3-hour morning rush hour, the Banfield Freeway carries 7.7 times more riders than MAX in the peak (downtown) direction, 11.6 times more riders than light rail in both directions, and 90.8 times more riders than light rail away from the central city in the morning. If Tri-Met stopped destroying highway-based bus service every time it opened more light rail, freeway capacity would be even greater, because buses help maximize the use of each freeway lane.

### 8. Light Rail is necessary to develop a "compact" city and to prevent expansion of the urban growth boundary.

The historic role of trains since the 1890's has been to move people away from dense central cities. This is reflected in the phrase, "Streetcar Suburbs." There is no evidence that Tri-Met's own traffic counts reveal this trend has or will be successful. On the contrary, because Tri-Met insists on building large park-n-ride lots with ample free parking along all MAX lines (the Zoo lot being the notable exception), it is likely that MAX has been a sprawl-inducer, not a tool for compact development.

### 9. The South/North MAX line will save energy.

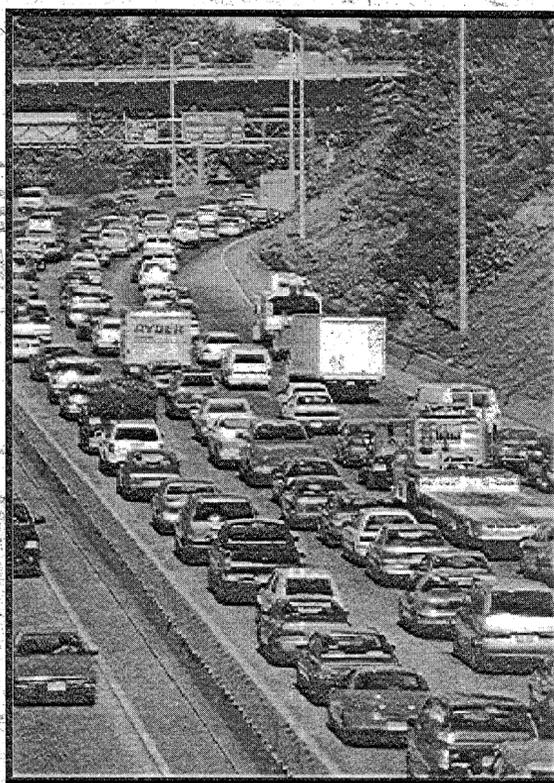
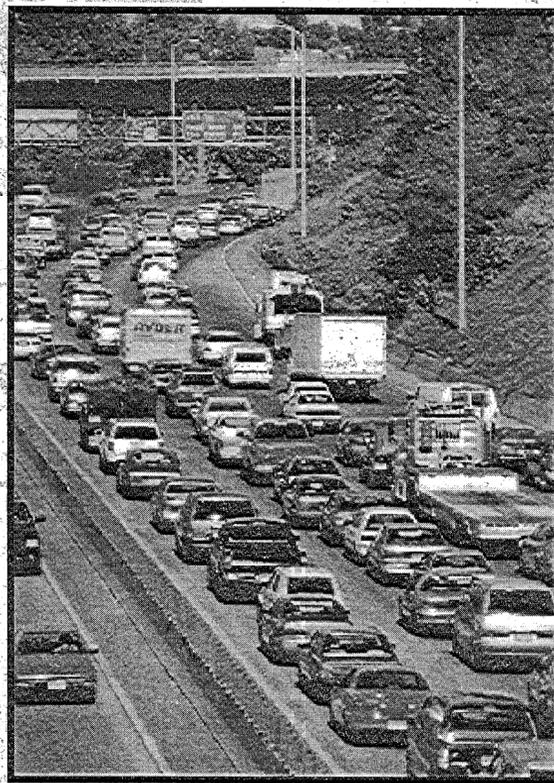
According to the Congressional Budget Office, light rail is 25% more energy intensive than comparable bus service, and 330% more consumptive than a van system. Light-rail systems use so much energy just in the initial construction, there is no way to ever make up for it later in operation.

### 10. The South/North MAX line will be cost-effective.

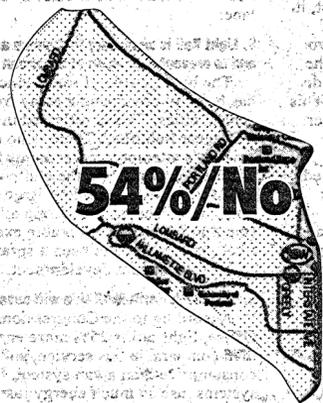
The Congressional Budget Office has concluded that light rail is 9 times more costly than bus service, and 27 times more costly than van service, on a per-passenger/mile basis. Every new transit rider on the south/north MAX line (someone who didn't previously ride a bus) will cost taxpayers at least \$15 per ride. The 1,300 cars taken off the road during rush hour will cost taxpayers more than \$225 per car per day. We could save money and get more cars off the road by paying people not to drive! ■

Your commute before Light Rail

Your commute after Light Rail



**54% Of N. Portland  
Said "NO" To  
Light Rail**



**What Part  
Of "NO"  
Don't They  
Understand?**

## Sorry Charlie



**City Commissioner Charlie Hales is the primary voice against the will of the people.**

**Call Commissioner Hales today and tell him "NO" means "NO."  
823-4682**

# WHAT PART OF NO DON'T THEY UNDERSTAND?



### Inside:

- What part of "NO" don't they understand?
- A transit perspective
- 10 light rail myths

Miss Oregon  
1119 N. Jantzen Ave.  
Suite 202  
Portland, OR 97217

Paid for by Atlas P.A.C.