CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
RESOLUTION NO. 07-57

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE KING CITY URBAN SERVICE AGREEMENT AND ASSOCIATED ADDENDUM FOR THE PURPOSE OF IDENTIFYING AND COORDINATING TIGARD'S AND KING CITY'S COMMON URBAN SERVICES BOUNDARIES

WHEREAS, Statewide Planning Goals 2, 11 and 14 require cities and counties to plan, in cooperation with all affected agencies and special districts, for the urbanization of lands within an urban growth boundary and ensure the timely, orderly, and efficient extension of public facilities and urban services; and

WHEREAS, ORS 195, Local Government Planning Coordination, generally requires local governments to coordinate the establishment of urban service boundaries; adopt urban service agreements for all territory inside the Metro urban growth boundary including incorporated and unincorporated areas; and

WHEREAS, ORS 195.020(4)(e) requires cooperative agreements to specify units of local government which shall be parties to an urban service agreement under ORS 195.065; and

WHEREAS, ORS 195.065 (1) and (2) specifically require counties to be responsible for convening representatives of cities and special districts that provide, or declare an interest in providing an urban service inside an urban growth boundary, and subsequently negotiate coordinated urban service agreements; and

WHEREAS, several parties have entered into cooperative service agreements for fire and life safety, water, open-space, sanitary sewer, transportation, surface water management, etc., for the City of King City per ORS 195.020; and

WHEREAS, Washington County recently convened entities that supply urban services to King City, or require coordination of respective urban service boundaries; and subsequently prepared the King City Urban Service Agreement pursuant to its responsibilities under ORS 195; and

WHEREAS, although Tigard neither currently provides nor plans to provide urban services to King City, the two cities do share common Urban Service Boundaries, which are the centerline of Beef Bend Road and the western right-of-way of Highway 99W, thereby making Tigard a party to the King City Urban Services Agreement; and

WHEREAS, Tigard's role as signatory to the King City Urban Services Agreement is for the sole purpose of designating the common boundaries between it and King City's urban service areas; and this is supported by Section IV of the agreement which states, "Tigard, which is not a service provider to the King City urban services area, is party to the agreement solely for the purpose of designating a common boundary between the service areas."; and

WHEREAS, the King City Urban Service Agreement does not change the Tigard's current or future arrangement of receiving or providing services as supported by the following recital, "Whereas, the Tigard Urban Service Agreement was adopted in February 2003. There is no territory in the Tigard urban services area that will be affected by the agreement…"; and

WHEREAS, an addendum accompanies the King City Urban Service Agreement resulting from the City of Tualatin requesting clarification of its role as a signatory after the agreement was distributed for adoption by affected local governments; and

WHEREAS, it was found not necessary for Tigard to pursue a similar amendment because Tigard's Urban Service Boundaries with King City have successfully been in place for many years and Tigard's role as a party to the agreement is very limited and sufficiently specific.

NOW, THEREFORE, BE IT RESOLVED by the Tigard city Council that:

SECTION 1: The Mayor is authorized to execute the King City Urban Service Agreement (Exhibit A) and associated addendum (Exhibit B).

SECTION 2: This resolution is effective immediately upon passage.

PASSED: This 28th day of August 2007.

Mayor - City of Tigard

ATTEST:

Catherine Wheatley

City Recorder - City of Tigard

EXHIBIT A

KING CITY URBAN SERVICE AGREEMENT

This AGREEMENT is made and entered into by and between Washington County, a municipal corporation of the State of Oregon, including its services districts other than Clean Water Services, hereinafter "COUNTY", the City of King City, a municipal corporation of the State of Oregon, hereinafter "CITY", the City of Tigard, a municipal corporation of the State of Oregon, hereinafter "TIGARD", the City of Tualatin, a municipal corporation of the State of Oregon, hereinafter "TUALATIN", Metro, a metropolitan service district of the State of Oregon, hereinafter "METRO", and the following Special Districts of the State of Oregon, hereinafter "DISTRICT(S)".

Clean Water Services ("CWS");
Tigard Water District ("TWD");
TriMet ("TRIMET"); and
Tualatin Valley Fire and Rescue District ("TVF&R")

RECITALS

WHEREAS, ORS 195.025(1) requires METRO, through its regional coordination responsibilities, to review urban service agreements and planning activities within the COUNTY affecting land use, including planning activities of the COUNTY, cities, special districts and state agencies; and

WHEREAS, ORS 195.020(4)(e) requires cooperative agreements to specify the units of local government which shall be parties to an urban service agreement under ORS 195.065; and

WHEREAS, the parties have entered into cooperative agreements for fire and life safety, water, parks, recreation, open space, sanitary sewer, and surface water services, which are consistent with ORS 195.020; and

WHEREAS, ORS 195.065(1) requires units of local government that provide an urban service within an urban growth boundary to enter into an urban service agreement(s) that specify (a) the unit of government that will deliver urban services, (b) the functional role of each service provider, (c) the future service area, and (d) the responsibilities for planning and coordination of services. ORS 195.065(5) authorizes one or a series of urban service agreements with service providers to fulfill the requirements of ORS 195.065(1); and

WHEREAS, ORS 195.065(1) and (2) require that the COUNTY shall be responsible for:

1. Convening representatives of all cities and special districts that provide or declare an interest in providing an urban service inside an urban growth boundary within the county that has a population greater than 2,500 persons for the purpose of negotiating an urban service agreement;

2. Consulting with recognized community planning organizations within the area affected by the urban service agreement; and

3. Notifying Metro in advance of meetings to negotiate an urban service agreement to enable

Metro's review; and

WHEREAS, ORS 195.075(1) requires urban service agreements to provide for the continuation of an adequate level of urban services to the entire area that each provider serves; and

WHEREAS, ORS 195.075(1) requires that if an urban service agreement calls for significant reductions in territory of a special service district, the agreement shall specify how the remaining portion of the district is to receive services in an affordable manner; and

WHEREAS, ORS 195.205 to 195.235 grant authority to cities and districts (as defined by ORS 198.010) to annex lands within an urban growth boundary, subject to voter approval, if the city or district enacts an annexation plan adopted pursuant to ORS 195.020, 195.060 to 195.085, 195.145 to 195.235, 197.005, 197.319, 197.320, 197.335, and 223.304, and if the city or district has entered into urban service agreements with the county, cities and special districts which provide urban services within the affected area; and

WHEREAS, pursuant to ORS 195.065(3), decisions on a local government structure to be used to deliver an urban service under ORS 195.070 are not land use decisions under ORS 197.015; and

WHEREAS, ORS 197.175 requires cities and counties to prepare, adopt, amend, and revise their comprehensive plans in compliance with statewide planning goals, and enact land use regulations to implement their comprehensive plans; and

WHEREAS, Statewide Planning Goals 2, 11, and 14 require cities and counties to plan, in cooperation with all affected agencies and special districts, for the urbanization of lands within an urban growth boundary, and ensure the timely, orderly, and efficient extension of public facilities and urban services; and

WHEREAS, the Tigard Urban Service Agreement was adopted in February 2003. There is no territory in the Tigard Urban Service Area that will be affected by the AGREEMENT; and

WHEREAS, there is no territory in TUALATIN's urban planning area that will be affected by the AGREEMENT.

NOW, THEREFORE, the premises being in general as stated in the foregoing recitals, it is agreed by and between the parties hereto as follows:

I. ROLES AND RESPONSIBILITIES

A. Parties to this AGREEMENT shall provide land use planning notice to each other in accordance with the provision of the "Cooperative Agreements," developed in compliance with ORS 195.020. The applicable Cooperative Agreements and their effective dates are described below.

1. Cooperative Agreement for Fire and Life Safety Services with TVF&R. The agreement's effective date for TVF&R is October 13, 1997; the effective date for the CITY is October 2, 1997; the effective date for the COUNTY is October 14, 1997.

2. Cooperative Agreement for Water Supply Services with the Tigard Water District (TWD). The agreement's effective date for TWD is December 19, 1997; the effective date for the CITY is October 2, 1997; the effective date for the COUNTY is October 14, 1997.

3. Cooperative Agreement for Wastewater and Surface Water with CWS, formerly known as the Unified Sewerage Agency. The agreement's effective date for CWS is January 20, 1998; the effective date for the CITY is October 2, 1997; the effective date for the COUNTY is October 14, 1997.

B. The parties to this AGREEMENT are designated as the appropriate providers of services to the citizens residing within their boundaries as specified in this AGREEMENT.

C. The CITY is designated as the appropriate provider of services to citizens residing within its boundaries and to unincorporated areas subject to this AGREEMENT as shown on Map A, except for those services that are to be provided by another party as specified in this AGREEMENT.

D. The CITY and COUNTY will be supportive of annexations to the CITY over time.

E. The COUNTY and DISTRICTS will not oppose annexations to the CITY over time consistent with the provisions of this AGREEMENT and Oregon State Statutes.

F. Pursuant to ORS 195.205, the CITY and DISTRICTS reserve the right and may, subsequent to the enactment of this AGREEMENT, develop an annexation plan or plans in reliance upon this AGREEMENT in accordance with ORS 195.205 to 220.

G. The COUNTY shall have the responsibility for convening representatives for the purpose of amending this AGREEMENT, pursuant to ORS 195.065(2)(a).

II. AGREEMENT COORDINATION

A. Existing intergovernmental agreements that are consistent with this AGREEMENT shall remain in force. This AGREEMENT shall control provisions of existing intergovernmental agreements that are inconsistent with the terms of this AGREEMENT. This AGREEMENT does not preclude any party from amending an existing intergovernmental agreement or entering into a new intergovernmental agreement with one or more parties for a service addressed in this AGREEMENT, provided such an agreement is consistent with the provisions of this AGREEMENT. Except as provided in Exhibit F, such amendments and new intergovernmental agreements shall be consistent with the provisions of this AGREEMENT and the requirements of ORS 195.065 to 195.080.

B. The CITY and COUNTY have entered into an intergovernmental agreement called the *Washington County – King City Urban Planning Area Agreement,* which defines the urban planning area of the CITY and describes how the CITY and COUNTY coordinate comprehensive planning and development. The Urban Planning Area Agreement shall be revised to be consistent with this AGREEMENT.

C. CITY and COUNTY shall endeavor to take all action necessary to cause their comprehensive plans to be amended to be consistent with this AGREEMENT within twelve months of execution of this AGREEMENT, but no later than sixteen months from the date of execution.

III. AREA AFFECTED BY AGREEMENT

This AGREEMENT applies to the King City Urban Service Area (KCUSA) as shown on Map A. The northern boundary of the KCUSA is the centerline of Beef Bend Road. The eastern boundary is the western right of way line of Hwy. 99W. The southern boundary is the centerline of the Tualatin River. The western boundary is the January 1, 2006 Regional Urban Growth Boundary (UGB). Tax Lots 1300, 1400 and 1500, Tax Map 2S1 16DC are not in the KCUSA because they are located outside of the UGB.

IV. ESTABLISHING COMMON BOUNDARIES FOR URBAN SERVICES

A. The common boundary between the King City and Tigard Urban Service Areas is the centerline of Beef Bend Road and the western right of way line of Hwy. 99W, as shown on Map A. The designated service providers to each urban service area are identified in the respective urban service agreements. TIGARD, which is not a service provider to the KCUSA, is a party to the AGREEMENT solely for the purpose of designating the common boundary between these urban service areas.

B. The common boundary between the King City Urban Service Area and TUALATIN's urban planning area is the center line of the Tualatin River as shown on Map A. TUALATIN, which is not a service provider to the KCUSA, is a party to the AGREEMENT solely for the purpose of designating the common boundary between the KCUSA and TUALATIN's urban planning area.

V. URBAN SERVICE PROVIDERS

A. The service provisions of this AGREEMENT, as described in Exhibits A through G, establish the service providers and elements of urban services for the geographic area covered in this AGREEMENT.

B. The following urban services are addressed in this AGREEMENT:

1. Fire Protection and Emergency Services (Exhibit A);
2. Public Transit (Exhibit B);
3. Law Enforcement (Exhibit C);
4. Parks, Recreation, and Open Space (Exhibit D);
5. Roads and Streets (Exhibit E);
6. Sanitary Sewer and Storm Water (Exhibit F); and

7. Water Service (Exhibit G).

VI. ASSIGNABILITY

No assignment of any party's rights or obligations under this AGREEMENT to a different, new or consolidated or merged entity shall be effective without the prior consent of the other parties affected thereby.

VII. EFFECTIVE DATE OF AGREEMENT

This AGREEMENT shall become effective upon full execution by all parties.

VIII. TERM OF THE AGREEMENT

This AGREEMENT shall continue to be in effect as long as required under state law. The COUNTY shall be responsible for convening the parties to this AGREEMENT for the review or modification of this AGREEMENT, pursuant to Section IX.

IX. PROCESS FOR REVIEW AND MODIFICATION OF THE AGREEMENT

A. The parties shall periodically review the provisions of this AGREEMENT in order to evaluate the effectiveness of the processes set forth herein and to propose any necessary or beneficial amendments to address considerations of ORS 195.070 and ORS 195.075.

B. Any party may propose modifications to this AGREEMENT to address concerns or changes in circumstances.

C. This AGREEMENT may only be changed by written consent of all affected parties. Amendments to the exhibits of this AGREEMENT may be made upon written consent of the parties identified in each exhibit.

D. The periodic review of this AGREEMENT and all proposed modifications to this AGREEMENT shall be coordinated by the COUNTY. All requests for the periodic review of this AGREEMENT and all proposed modifications shall be considered in a timely manner and all parties shall receive notice of any proposed amendment. Only those parties affected by an amendment shall sign the amended agreement.

E. Any party to this AGREEMENT who proposes a formation, merger, consolidation, dissolution, or other major boundary change shall notify all other parties of the availability of the reports or studies required by Oregon State Statutes to be prepared as part of the proposal.

F. Amendments to this AGREEMENT that include boundary changes shall comply with all applicable law, including but not limited to Oregon State Statutes and Chapter 309 of the METRO Code or its successor. If necessary, the METRO boundary appeals process shall be used to resolve conflicts between parties.

X. DISPUTE RESOLUTION

If a dispute arises between or among the parties regarding breach of this AGREEMENT or interpretation of any term thereof, those parties shall first attempt to resolve the dispute by negotiation prior to any other contested case process. If negotiation fails to resolve the dispute, the parties agree to submit the matter to non-binding mediation. Only after these steps have been exhausted will the matter be submitted to arbitration.

Step 1 – Negotiation. The managers or other persons designated by each of the disputing parties will negotiate on behalf of the entities they represent. The issues of the dispute shall be reduced to writing and each manager shall then meet and attempt to resolve the issue. If the dispute is resolved with this step, there shall be a written determination of such resolution signed by each manager, which shall be binding upon the parties.

Step 2 – Mediation. If the dispute cannot be resolved within 30 days of initiation of Step 1, a party shall request in writing that the matter be submitted to non-binding mediation. The parties shall use good faith efforts to agree on a mediator. If they cannot agree, the parties shall request a list of five mediators from an entity or firm providing mediation services. The parties will attempt to mutually agree on a mediator from the list provided, but if they cannot agree, each party shall select one name and the two mediators shall jointly select a third mediator. The dispute shall be heard by the third mediator and any common costs of mediation shall be borne equally by the parties, who shall each bear their own costs and fees therefore. If the issue is resolved at this step, then a written determination of such resolution shall be signed by each manager and shall be binding upon the parties.

Step 3 – Arbitration. After exhaustion of Steps 1 and 2 above, the matter shall be settled by binding arbitration in Washington County, Oregon pursuant to ORS 190.710-790 or as the parties may agree otherwise. The arbitration shall be before a single arbitrator. The cost of arbitration shall be shared equally. The arbitration shall be held within 60 days of selection of the arbitrator unless otherwise agreed to by the parties. The decision shall be issued within 60 days of arbitration. The parties acknowledge that the arbitrator shall have no authority to decide a legislative or quasi-judicial land use issue.

XI. SEVERABILITY CLAUSE

If any portion of this AGREEMENT is declared invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this AGREEMENT.

XII. SIGNATURES OF PARTIES TO AGREEMENT

In witness whereof, this AGREEMENT is executed by the authorized representatives of the COUNTY, CITY, DISTRICTS, TIGARD, TUALATIN and METRO. The parties, by their representative's signature to this AGREEMENT, signify that each has read the AGREEMENT, understands its terms, and agrees to be bound thereby.

CITY OF KING CITY

By:_____ _____
Ron Shay, Mayor Date

CITY OF TIGARD

By: _____ 8.28.07
Craig Dirksen, Mayor Date

CITY OF TUALATIN

By:_____ _____
Lou Ogden, Mayor Date

CLEAN WATER SERVICES

By:_____ _____
Tom Brian, Chair Date
Board of Directors

Approved as to Form:

By:_____
District Counsel

METRO

By:_____ _____
Council President Date

TIGARD WATER DISTRICT

By:_____ _____
President Date
Board of Directors

TRIMET

By:_____ _____
General Manager Date

TUALATIN VALLEY FIRE AND RESCUE DISTRICT

By:_____ _____
Chairman, Board of Directors Date

WASHINGTON COUNTY

By:_____ _____
Tom Brian, Chair Date
Board of Commissioners

Approved as to Form:

By:_____
County Counsel

EXHIBIT A

PROVISIONS OF AGREEMENT FOR FIRE PROTECTION AND PUBLIC EMERGENCY SERVICES

TUALATIN VALLEY FIRE AND RESCUE DISTRICT, CITY and COUNTY agree:

1. That TVF&R is and shall continue to be the sole provider of fire protection services to the King City Urban Service Area (KCUSA) shown on Map A.

2. That TVF&R, CITY and COUNTY are and shall continue to provide emergency management response services to the KCUSA.

3. That TVF&R is and shall continue to be the sole provider of all other public emergency services to the KCUSA, excluding law enforcement services.

EXHIBIT B

PROVISIONS OF AGREEMENT FOR PUBLIC TRANSIT SERVICE

TRIMET, CITY, COUNTY and METRO agree:

1. That TRIMET, pursuant to ORS Chapter 267, is currently the sole provider of public mass transit to the King City Urban Service Area (KCUSA) shown on Map A. Future options for public mass transit services to the KCUSA may include public/private partnerships to provide rail or other transit service, CITY operated transit service, and transit service by one or more public agency to all or part of the area.

2. That TRIMET shall work with the COUNTY, CITY, and METRO to provide efficient and effective public mass transit services to the KCUSA.

EXHIBIT C

PROVISIONS OF AGREEMENT FOR LAW ENFORCEMENT

COUNTY and CITY agree that:

1. As annexations occur within the King City Urban Service Area shown on Map A, the CITY's annexation ordinance shall withdraw the area from the Enhanced Sheriff's Patrol District and the City shall provide law enforcement services.

2. The Sheriff's Office will consider requests to provide law enforcement services to the City on a contractual basis consistent with the County's law enforcement contracting policy.

3. For the purposes of this Agreement, the County/Sheriff's Office and City shall work together and with other cities to define the level of service being provided to residents of all local jurisdictions in the County.

EXHIBIT D

PROVISIONS OF AGREEMENT FOR PARKS, RECREATION AND OPEN SPACE

CITY, COUNTY, and METRO agree:

1. That the CITY shall be the designated provider of park, recreation and open space services to the King City Urban Service Area (KCUSA) shown on Map A. Actual provision of such services by the CITY to lands within the KCUSA is dependent upon lands being annexed to the CITY.

2. That standards for park, recreation, and open space services within the KCUSA will be as described in the CITY'S park master plan.

3. That upon adoption of its park master plan, the CITY shall address all the lands within the KCUSA.

4. That the CITY and COUNTY will coordinate with Metro to investigate funding sources for acquisition and management of parks, which serve a regional function.

5. That Metro may own and be the provider of region-wide parks, recreation and open space facilities within the KCUSA. Metro Greenspace and Parks facilities typically are to serve a broader population base than services provided to residents of the KCUSA by the CITY. Where applicable, the CITY, COUNTY, and METRO will coordinate park and recreation facility development, management and services.

EXHIBIT E

PROVISIONS OF AGREEMENT FOR ROADS AND STREETS

CITY and COUNTY agree:

1. Existing Conditions and Agreements

   A. The COUNTY shall continue to retain jurisdiction over arterials and collectors within the King City Urban Service Area (KCUSA) that are specified on the COUNTY-wide roadway system in the Washington County Transportation Plan. The CITY shall accept responsibility for public streets, local streets, neighborhood routes and collectors and other streets and roads that are not part of the COUNTY-wide road system within its boundaries upon annexation if the street or road meets the agreed upon standards described in Section 2.C (2) below. Currently, the arterial and collectors in the KCUSA are not part of the COUNTY-wide roadway system.

   B. The COUNTY and CITY agree to share equipment and services with emphasis on tracking of traded services and sharing of equipment without resorting to a billing system, and improved scheduling of services. Additionally, the COUNTY and CITY shall work to improve coordination between the jurisdictions so that the sharing of equipment and services is not dependent on specific individuals within each jurisdiction. The COUNTY and CITY shall establish a uniform accounting system to track any sharing and provision of services.

   C. Upon annexation to the CITY, the annexed area shall no longer be served by the Urban Road Maintenance District (URMD). The CITY's annexation ordinance shall withdraw the area from URMD so that the property owners will not be assessed the URMD's tax rate.

   D. Upon annexation to the CITY, the CITY shall automatically assume responsibility for street lighting on public streets and COUNTY streets and roads that will be transferred to the CITY due to the annexation. The COUNTY shall inform PGE when there is a change in responsibility for street lighting. When the annexed area is part of the Washington County Service District for Street Lighting No. 1, the CITY's annexation ordinance shall withdraw the area from that district.

2. Road Transfers

   Transfer of jurisdiction may be initiated by a request from the CITY or the COUNTY.

   A. Road transfers shall include the entire right-of-way and proceed in a logical manner that prevents the creation of segments of COUNTY roads within the CITY'S boundaries. For Beef Bend Road, where the right of way will be divided between two cities along the centerline as noted in Sections III and IV, jurisdiction will be transferred when the full

width of the right of way is within the adjacent cities. The jurisdiction of Beef Bend Road will be transferred when the full width of the right of way is within the adjacent city as described in Sections III and IV of this AGREEMENT.

B. Within thirty days of annexation, the CITY will initiate the process to transfer jurisdiction of COUNTY and public streets and roads within the annexed area, including local streets, neighborhood routes, collectors and other roads that are not on the COUNTY-wide road system. The transfer of roads should take no more than one year from the effective date of annexation.

C. The COUNTY:

(1) To facilitate the road transfer process, the COUNTY will prepare the exhibits that document the location and condition of streets to be transferred upon receipt of a transfer request from the CITY.

(2) Prior to final transfer, the COUNTY:

a. Shall complete any maintenance or improvement projects that have been planned for the current fiscal year or transfer funds for those projects to the CITY.

b. Shall provide the CITY with any information it may have about any neighborhood or other concerns about streets or other traffic issues within the annexed area. This may be done by providing copies of COUNTY project files or other documents or through joint meetings of CITY and COUNTY staff members.

c. Shall make needed roadway improvements so that all individual roads or streets within the area to be annexed have a pavement condition index (PCI) of more than 40 and so that the average PCI of streets and roads in the annexed area is 75 or higher. As an alternative to COUNTY-made improvements, the COUNTY may pay the CITY'S costs to make the necessary improvements.

d. Shall inform the CITY of existing maintenance agreements, Local Improvement Districts established for road maintenance purposes, and of plans for maintenance of transferred roads. The COUNTY shall withdraw the affected territory from any road maintenance LIDs formed by the COUNTY.

D. The CITY:

(1) Agrees to accept all COUNTY roads and streets as defined by ORS 368.001(1) and all public roads within the annexed area that are not part of the COUNTY-wide road system, provided the average PCI of all COUNTY and public roads and streets that the CITY is to accept is 75 or higher as defined by the COUNTY'S pavement management system. If any individual COUNTY or public street or road that the CITY is to accept within the area has an average PCI of 40 or less at the time of annexation, the CITY shall assume jurisdiction of the road or street only after the COUNTY has complied with Section 2.C.(2) of this exhibit.

(2) Shall, in the event the transfer of roads does not occur soon after annexation, inform the newly annexed residents of this fact and describe when and under what conditions the transfer will occur and how maintenance will be provided until the transfer is complete.

E. The CITY shall be responsible for the operation, maintenance and construction of roads and streets transferred to the CITY as well as public streets annexed into the CITY. CITY road standards shall be applicable to transferred and annexed streets. The CITY shall also be responsible for the issuance of access permits and other permits to work within the right-of-way of those streets.

3. Road Design Standards and Review Procedures and Storm Drainage

The CITY and COUNTY shall agree on:

A. The CITY and COUNTY urban road standards and Clean Water Service standards that will be applicable to the construction of new streets and roads and for improvements to existing streets and roads that eventually are to be transferred to the CITY, and streets and roads to be transferred from the CITY to the COUNTY;

B. The development review process and development review standards for COUNTY and public streets and roads within the KCUSA, including COUNTY streets and public streets and roads that will become CITY streets, and streets and roads that are or will become part of the COUNTY-wide road system; and

C. Maintenance responsibility for the storm drainage on COUNTY streets and roads within the KCUSA in cooperation with Clean Water Services.

4. Review of Development Applications and Plan Amendments

A. The COUNTY and CITY, in conjunction with other Washington County cities and the Oregon Department of Transportation (ODOT), shall agree on a process(es) and review criteria (e.g., types and levels of analysis) to analyze and condition development applications and plan amendments for impacts to COUNTY and state roads.

B. The review process(es), review criteria, and criteria to condition development and plan amendment applications shall be consistent with the *Oregon Highway Plan*, the *Regional Transportation System Plan*, COUNTY and CITY Transportation Plans and Chapter 6 of METRO'S *Urban Growth Management Functional Plan.*

5. Maintenance Cooperation

A. The COUNTY and CITY shall consider developing an Urban Road Maintenance Agreement within the KCUSA area for the maintenance of COUNTY and CITY facilities.

B. The COUNTY and CITY, in conjunction with other Washington County cities, shall develop a set of minimum right-of-way maintenance standards and levels of activity to be

used in performance of services provided under the exchange of services agreement described above in Section 5.A.

C. The COUNTY may contract with the CITY for the maintenance of COUNTY streets and roads within the KCUSA utilizing an agreed upon billing system.

6. Implementation

Within one year of the effective date of this AGREEMENT, the CITY and COUNTY agree to develop a schedule that describes when the provisions of this exhibit shall be implemented.

EXHIBIT F

PROVISIONS OF AGREEMENT FOR SANITARY SEWER AND STORM WATER MANAGEMENT

CLEAN WATER SERVICES (CWS), CITY and COUNTY agree:

1. As a county service district organized under ORS 451, CWS has the legal authority for the sanitary sewage and storm water (surface water) management within the CITY and the urban unincorporated area. CWS develops standards and work programs, is the holder of the National Pollutant Discharge Elimination System (NPDES) Permit, and operates the sanitary sewage treatment plants.

2. Consistent with Section 1 above, the operating agreement between the CITY and CWS describes the local sanitary sewer and storm water services tasks each party performs within the CITY. This agreement shall be modified by the CITY and CWS on an as-needed basis.

3. CWS responsibilities for the King City Urban Service Area under the current CITY / CWS operating agreement are:

   A. Operation, maintenance and repair of the sewer and storm water systems, including the inspection, installation and rehabilitation of sewer and storm water facilities, engineering plan review and issuance of necessary permits; and

   B. Master and watershed planning.

      (1) Watershed plans prepared by CWS for storm water management shall address the major collection system as well as the open-channel system to identify projects for funding; and

      (2) The CITY will be permitted to conduct such planning as long as such plans meet CWS standards. CWS and the CITY shall use uniform standards, such as computer modeling, to conduct such studies. CWS and the CITY shall determine their respective cost-sharing responsibility for conducting such studies.

4. CWS and the CITY, in conjunction with other Washington County cities using the City/District Committee established by CWS, shall develop uniform procedures for the coordination and participation between CWS, the CITY and other cities when doing master and watershed planning.

EXHIBIT G

PROVISIONS OF AGREEMENT FOR WATER SERVICE

TIGARD WATER DISTRICT (TWD), CITY and COUNTY agree:

1. Supply:

   A. TWD shall continue to provide water service to all unincorporated properties in the King City Urban Service Area (KCUSA) pursuant to the Intergovernmental Agreement between TWD and TIGARD effective January 1, 1994. The CITY shall be the water provider to the incorporated area of the KCUSA pursuant to the Intergovernmental Agreement between CITY and TIGARD effective January 1, 1994. Properties that annex to the CITY shall be withdrawn from the TWD and water service shall then be provided by the CITY.

   B. Future supply and conservation issues between the CITY, TWD and TIGARD may be addressed through the Intergovernmental Water Board established by the IGAs to the extent reasonable and practicable for these water providers. Future supply and conservation issues may also be addressed through the Regional Water Consortium (Consortium) to the extent reasonable and practicable for water providers in Washington County. Water providers in the KCUSA shall also participate in the Consortium and may use it as a forum for raising, discussing and addressing supply issues.

   C. The Consortium may also serve as a forum to discuss and resolve water political issues to the extent reasonable and practicable for water providers in Washington County. The Consortium is an appropriate forum to bring elected officials together and for promoting more efficient working relationships on water supply and conservation issues.

   D. Intergovernmental agreements shall address ownership of interconnections between CITY and TWD sources for the purpose of wholesale provision of water from one entity to the other, for emergency use, or in the case of a boundary change that involves the site of the interconnection.

2. Maintenance/Distribution:

   A. TWD and the CITY do not anticipate any events in the foreseeable future that would necessitate maintenance, rehabilitation or replacement beyond the financial reach of any of the water providers in the KCUSA. Each provider will continue to be responsible for providing the financial revenue stream through rates and charges and to accrue adequate reserves to meet foreseeable major maintenance needs in the KCUSA.

   B. TWD, CITY, and COUNTY agree to maintain and participate in the Cooperative Public Agencies of Washington County in order to efficiently share and exchange equipment and services.

C. To the extent reasonable and practicable, TWD, TIGARD and the CITY shall coordinate state-mandated underground utility locating services to efficiently provide service within the urban service area.

D. TWD, TIGARD and CITY agree to provide to one another copies of as-builts of existing and new facilities and other types of water system maps for the purposes of facilitating planning, engineering and design of other utilities or structures that may connect, intersect or be built in proximity to CITY facilities. The CITY agrees to incorporate such mapping into its G1S mapping system of utilities and other facilities. TWD, TIGARD and CITY agree to develop and maintain a common, ongoing, up-to-date GIS mapping system showing water facilities within the KCUSA.

3. Customer Service/Water Rates:

A. Price of supply and bonded indebtedness will most likely have the greatest impact on rates.

B. TWD and the CITY believe that rates are equitable within the KCUSA.

C. Given adequate water pressure, the level and quality of service should not be an issue for most customers.

4. Withdrawal/Annexation/Merger:

Modifications to the current jurisdictional boundary of a water provider shall comply with the provisions of Sections IX. E. and F. and any applicable law, including but not limited to State Statutes and the METRO Code. TWD and the CITY shall continue to work together to adjust boundaries as appropriate to improve the cost-effectiveness and efficiency of providing service.

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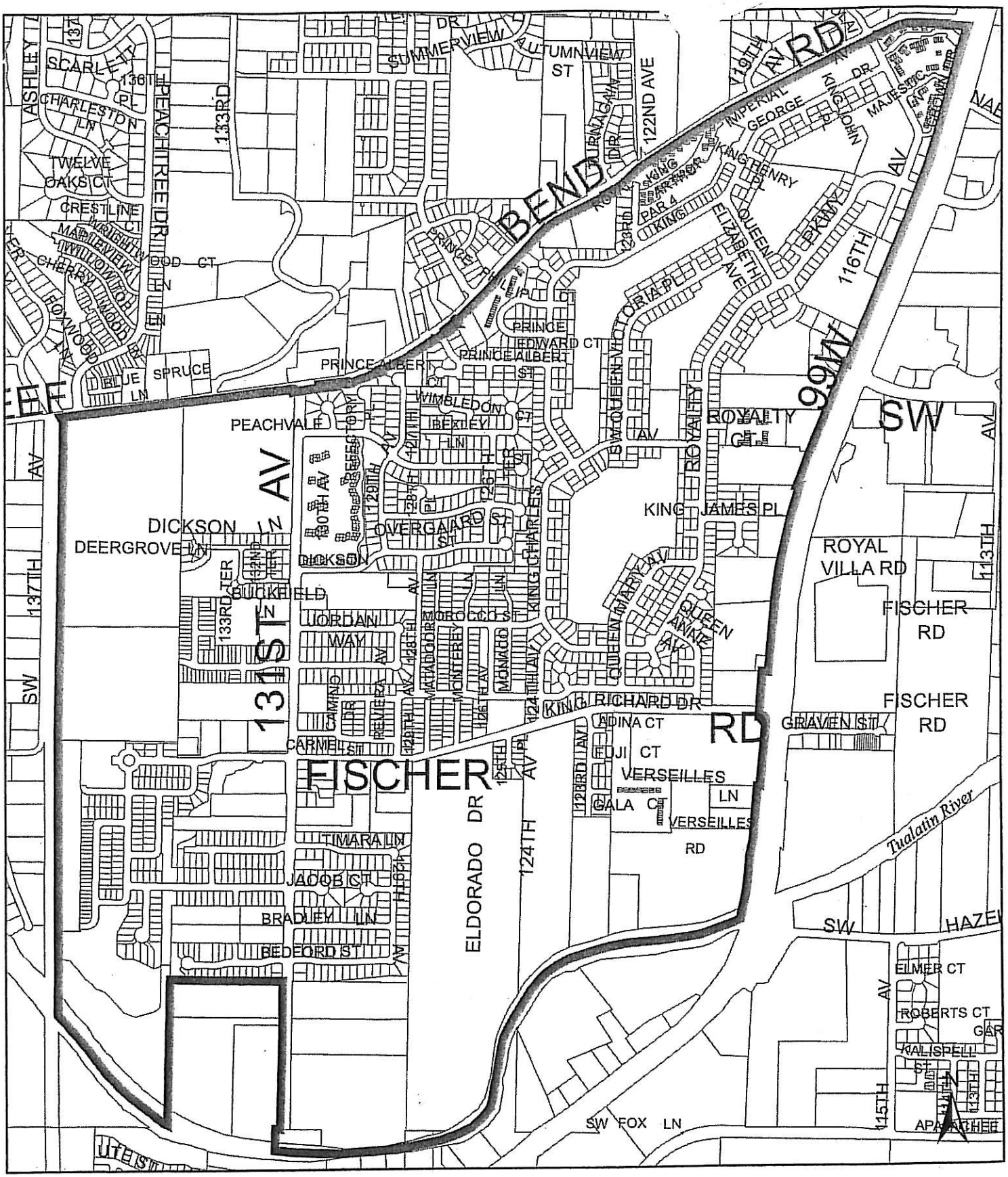

Map A

King City Urban Service Area Boundary

GIS
Geographic Information Systems

The information on this map was derived from several databases and care was taken in its creation. Washington County cannot accept any responsibility for errors, omissions, or positional accuracy. There are no warranties for this product. However, notification of any errors will be appreciated.
Washington County, Department of Land Use & Transportation, Planning Division. 155 N. First Ave., Suite 350-14 Hillsboro, OR 97124 (503)846-3519 Email: luplan@co.washington.or.us
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DM 5\31\06

EXHIBIT B

ADDENDUM TO
KING CITY URBAN SERVICE AGREEMENT

This ADDENDUM to the King City Urban Service Agreement ("KCUSA" or "AGREEMENT") is made and entered into by and between Washington County, a municipal corporation of the State of Oregon, including its service districts other than Clean Water Services, hereinafter "COUNTY", the City of King City, municipal corporation of the State of Oregon, hereinafter "CITY", the City of Tigard, municipal corporation of the State of Oregon, hereinafter "TIGARD", the City of Tualatin, municipal corporation of the State of Oregon, hereinafter "TUALATIN", Metro, a metropolitan service district of the State of Oregon, hereinafter "METRO", and the following Special Districts of the State of Oregon, hereinafter "DISTRICTS":

Clean Water Services ("CWS");
Tigard Water District ("TWD");
TriMet ("TRIMET"); and
Tualatin Valley Fire and Rescue District (TVF&R")

RECITALS

WHEREAS, Section IV(B) of the KCUSA states that TUALATIN is a party to that AGREEMENT solely for the purpose of designating the common boundary between the KCUSA and TUALATIN's urban planning area;

WHEREAS, certain Sections of the KCUSA use the term "parties" or "any party" or other variations without expressly excluding TUALATIN creating some ambiguity as to whether TUALATIN is bound by the KCUSA other than for the purpose of designating the common boundary between the KCUSA and TUALATIN's urban planning area;

WHEREAS, TUALATIN and the parties wish to clarify that TUALATIN is a party to the KCUSA solely for the purpose discussed under Section IV(B) and is not obligated to the roles and responsibilities provided in the remainder of KCUSA.

NOW THEREFORE, the premises being in general as stated in foregoing recitals, it is agreed by and between the parties to include the following text as an addendum to the KCUSA as follows:

TUALATIN is a party to the AGREEMENT solely for the purpose of designating the common boundary between the King City Urban Service Area and TUALATIN's urban planning area and for no other purpose. To achieve that limited purpose TUALATIN is bound only by Sections IV, VII, VIII, XI and XII of the KCUSA relating to the common boundary with the CITY and the effective date, term, signature and severability Sections of the AGREEMENT and not the remaining Sections of the AGREEMENT concerning the roles and responsibilities of the remaining parties.

CITY OF KING CITY

By:_____ _____
Ron Shay, Mayor Date

CITY OF TIGARD

By: _____ 8.28.07
Craig Dirksen, Mayor Date

CITY OF TUALATIN

By:_____ _____
Lou Ogden, Mayor Date

CLEAN WATER SERVICES

By:_____ _____
Tom Brian, Chair Date
Board of Directors

Approved as to Form:

By:_____
District Counsel

METRO

By:_____ _____
Council President Date

TIGARD WATER DISTRICT

By:_____ _____
President Date
Board of Directors

TRIMET

By:_____ _____
General Manager Date

TUALATIN VALLEY FIRE AND RESCUE DISTRICT

By:_____ _____
Chairman, Board of Directors Date

WASHINGTON COUNTY

By:_____ _____
Tom Brian, Chair Date
Board of County Commissioners

Approved as to Form:

By:_____
County Counsel