



MEMORANDUM CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

FROM: Sherilyn Lombos, City Manager

DATE: February 26, 2018

SUBJECT: Work Session for February 26, 2018

6:00 p.m. (25 min) – Report on Diversity & Inclusion Efforts. The Council's Vision includes the statement: In 2030 we enjoy a DIVERSE and INCLUSIVE community where everyone has equal access to opportunities in order to thrive and enjoy a high quality of life. Council will hear an update on efforts that are underway that support that vision statement.

6:25 p.m. (20 min) – Stafford Area Planning: 3-City Agreement. The 5-party Stafford Agreement, adopted on June 28, 2017 specifies that the cities of Lake Oswego, Tualatin and West Linn will be responsible for concept planning and future decisions on any urban development in the Stafford area. The next step in this process is for the three cities to enter into a separate agreement to outline how we will interact with each other in our respective concept planning. The Council will discuss areas of interest and guiding principles for the development of that 3-City agreement.

6:45 p.m. (10 min) – Council Meeting Agenda Review, Communications & Roundtable. The Council will review the agenda for the February 26th City Council meeting and brief the Council on issues of mutual interest.



MEMORANDUM

CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Tanya Williams, Assistant to the City Manager

DATE: 02/26/2018

SUBJECT: Update on Diversity & Inclusion Council Goal

ISSUE BEFORE THE COUNCIL:

The Council will hear from staff an update on the progress towards the Council goal of increasing diversity and inclusion throughout the City of Tualatin and our community.

EXECUTIVE SUMMARY:

At the 2017 Council Advance, the Council identified a goal to help create a more diverse and inclusive community where everyone has equal access to opportunities in order to thrive and enjoy a high quality of life.

The City staff have taken several steps in the last year towards implementing this goal, both within the organization as well as with our work in the community and broadening our community engagement efforts. The Council will hear an update on several of these initiatives.

Attachments: [PowerPoint](#)



Diversity & Inclusion Efforts

Tualatin City Council
February 26, 2018

Betsy Rodriguez Ruef
Community Engagement Coordinator



Council Vision: Diverse and Inclusive Community





Putting The Vision Into Action In the Organization

Action Items Include

- NW Diversity Conference
- Bias Awareness Training
- Cultural Competency Work
- Strategic Plan
- Bilingual Community Engagement Coordinator
- Partnering with other agencies



Putting The Vision Into Action

Staff response:

“I’m hearing great things about the work team that is creating a strategic plan concerning diversity initiative in the city and implementing these initiatives. I can’t wait to see the city move towards even more respect for employees, their unique situations, and public engagement that is centered in the same.”



Putting the Vision into Action In the Community

Tualatin Diversity Task Force

Participants

- Underserved or unrepresented community leaders
- Meet monthly
- Focus – Collaborate with the City

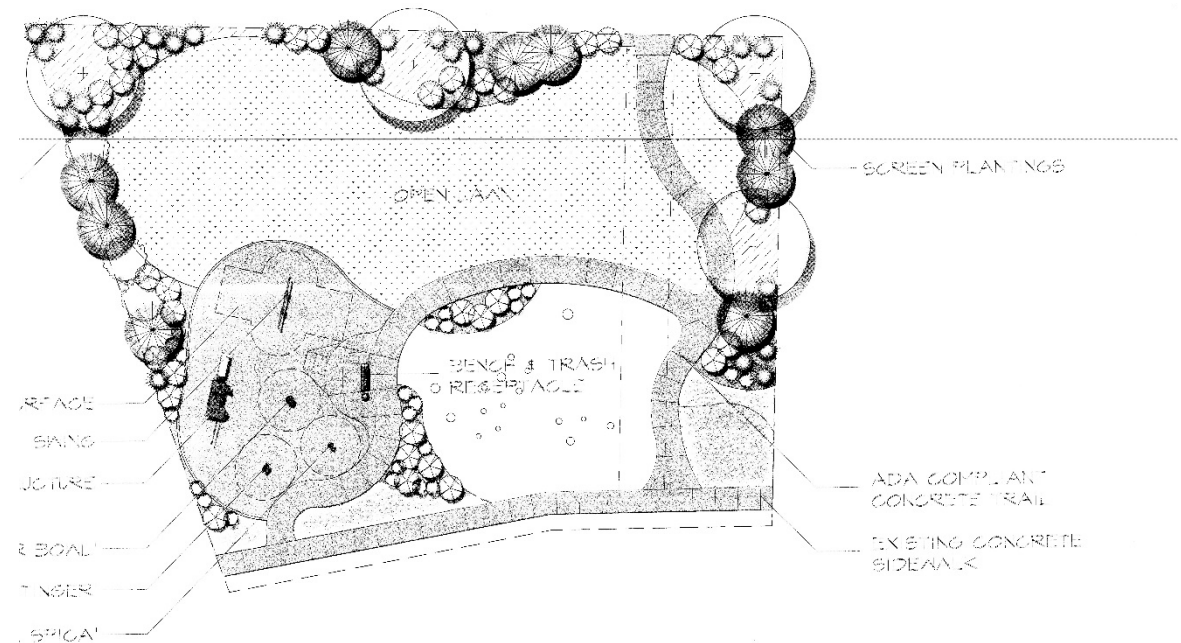
Goals

- Stoneridge Neighborhood Park
- Make the city inclusive regardless of documented status
- Increase sports participation in minority communities



Other Efforts Focused on Diversity & Inclusion

- Connecting with Schools
 - Metro Community Placemaking Grant
- Letters of support from the community included:
- Bridgeport Elementary School
 - Tualatin High School
 - Diversity Task Force Group
 - Latino Stoneridge Park Neighborhood Group



CONCEPTUAL DESIGN



Putting the Vision into Action In the Community



Programs and Services

- Volunteers Services
- Tualatin Library
- Parks and Recreation
- City Facilities
- Tualatin Police Department

This wider reach approach adds cultural richness and encourages unity in our community



Equal Access in Action

First Tour of City offices:

Hazelbrook Middle School
Spanish for Heritage speakers class
January 12th 2018

A total of 59 students toured
Tualatin city offices.





Thank you

Feedback from the community:

“This sends a message of encouragement and makes me feel like I am being included”

“This is a great step in getting the community on board”

Thank you for your support!



MEMORANDUM

CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Nicole Morris, Deputy City Recorder

DATE: 02/26/2018

SUBJECT: Stafford Area Planning | 3-City Agreement

ISSUE BEFORE THE COUNCIL:

The 5-party Stafford Agreement, adopted on June 28, 2017 specifies that the cities of Lake Oswego, Tualatin and West Linn will be responsible for concept planning and future decisions on any urban development in the Stafford area. The next step in this process is for the three cities to enter into a separate agreement to outline how we will interact with each other in our respective concept planning. The Council will discuss areas of interest and guiding principles for the development of that 3-City agreement.

EXECUTIVE SUMMARY:

Given that the three cities will be responsible for concept planning the Stafford area, and given that the three cities have potentially different interests and concerns regarding what happens in that area and the impacts on existing communities, it seems prudent to have a baseline agreement between the cities that covers what geographic area each city will be responsible for planning and how each city will go about that effort.

The goal is to have an agreement adopted by the end of 2018; at this stage, we are seeking direction in two main areas: 1) factors to consider in establishing the boundaries of the respective concept planning areas (which would ultimately become city boundaries); and 2) guiding principles to be used in drafting the 3-party agreement.

Concept Planning Areas: Back in 2008-2009, as part of the Urban/Rural Reserves work, Tualatin did some high-level “local aspirations” planning that included the Stafford Basin that seems relevant and potentially useful for this effort. Following is an excerpt from that work:

Area of Interest 1- Stafford Basin

According to Metro, the Portland metropolitan region could add 975,000-1.3 million people in the next 20 years and 1.6-2.3 million over the next 50 years. Cities in the region may have to accept a portion of this additional population. Tualatin has identified the Stafford Basin as an area for the City to grow into instead of increasing densities in the existing City boundaries to accommodate additional population. In order to protect the character of Tualatin’s neighborhoods, the Stafford Basin is an area that can provide room for expansion in a manner

that resembles the character of our existing neighborhoods. The City's aspirations for the Stafford Basin are to protect open space, protect groves of trees, and provide parkland and school sites that will benefit residents in the City and surrounding area. Corridors of natural areas along I-5 and I-205 are envisioned to serve as buffers.

The Stafford Basin, an area of 2,900 gross acres, is envisioned to have 10,000 people living there in the next 50 years. Possible land use allocations for the 180 net developable acres north of I-205 could be 49 acres of residential land and 131 acres of employment land. South of I-205, there are 1,164 net developable acres that are envisioned to support residential development and several service commercial sites of 6-10 acres identified for local residents to obtain daily goods and services in their neighborhoods.

Any guidance, reaction and thoughts from Council regarding this concept planning area will be helpful.

Guiding Principles for an Agreement

Before attempting to draft an agreement that needs to be acceptable to three cities, ideally we would come to agreement on the objectives of the agreement, and the principles that would guide the drafting of it. The following guiding principles have been proposed:

Keep it as simple and specific as possible

The agreement will be in place for many years, with turnover of both elected officials and administrative staff. It will be a more effective policy instrument if it is simple, clear, and concise.

Note: phrases like "coordinate population projections," or "the cities will work with each other" are useless. Specific language is much more helpful; e.g., "urban development will be designed in such a way as to cause no traffic impact on either of the other two parties, or a mechanism will be in place to fund and construct road capacity improvements so that new development will not result in increased congestion in either of the other two cities."

Do not include anything in the agreement that is not absolutely essential

One of the biggest barriers to both the successful negotiation and the long-term administration of a multi-party intergovernmental agreement is the inclusion of extraneous issues and language. This causes unnecessary conflict and diverts focus from the key element(s) of the agreement.

Respect local home rule authority

Cities are created in Oregon to allow their own citizens to set their destiny. Each of the cities that are the parties to the agreement has its own unique vision, community culture, and approach to long term planning. The agreement should respect these differences, and to the maximum extent possible, each city should be free to establish its own concept plan for its ultimate service area.

Note: Under Goal 1, each city must seek public input in the development of concept plans, from its own residents, from residents, property owners and organizations in the planning area, and from adjoining cities, among others. This guideline acknowledges that, ultimately, each city will have the final say over its concept planning area.

Focus on the aspects of future urbanization that will have a direct effect on residents of the other cities

This is the sole justification for having a multi-city agreement, since under this agreement, each

city concedes some of its home rule authority. This is the area that needs most input from the city councils of the three cities. How much of your own authority are you willing to concede in order to have some control over the decisions of the other cities? How, exactly, is a Tualatin resident directly affected by a distant development in another city?

Note: There are some obvious spillover effects, such as traffic congestion. Others might include preservation of prominent natural features, such as steep hillsides and the Tualatin River; and screening development from view of arterials such as Stafford Road and I-205. But this list should be as short as possible. There is no need to include things like watershed management (already subject to state law), or impacts on water and sewer systems (since no city is compelled to extend these services to another city).

The Damascus experience showed that, even when only one city is involved, competing interests can prevent any plan from being adopted. Giving three cities veto power over each other will only make the process more difficult. Failure to arrive at concept plans might be seen as a way to block development permanently, but under the five-party Urban Reserves agreement, it could also result in Metro or Clackamas County ultimately usurping the authority of the cities.

RECOMMENDATION:

The work session is an opportunity to get Council input and feedback on the Stafford agreement, and specifically on the choice of concept area planning boundaries, and on the guiding principles of the agreement.

Going forward, I anticipate that the city managers and mayors of the three cities will keep the process moving forward; the planning directors will provide input on boundaries and other land use issues; and the respective city attorneys will develop the actual language of the agreement. But it will be subject to review and approval of all nineteen members of the city councils of the three cities, so we will need to check in with our respective councils in study sessions as the agreement is being drafted.

Attachments: [Agreement](#)
 [Stafford Area Map](#)
 [Stafford Reserves Map](#)

INTERGOVERNMENTAL AGREEMENT STAFFORD URBAN RESERVE AREAS

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made this 28th day of June 2017, by Clackamas County ("County"), Metro, the City of Lake Oswego, the City of Tualatin, and the City of West Linn (individually a "City", collectively the "Cities") (together the "Parties"). This is an addendum to the Intergovernmental Agreement between Metro and Clackamas County To Adopt Urban and Rural Reserves entered into pursuant to ORS 195.141 and ORS 190.010 to 190.110 and dated March 3, 2010 ("Reserves IGA").

RECITALS

1. The Metro Council and the Clackamas County Commission are working together to finalize the designation of urban and rural reserves by adopting findings in support of the decisions made by Metro, Clackamas County, Multnomah County, and Washington County in 2010;
2. Under state law, Metro and the three counties in the region are tasked with identifying those areas adjacent to the existing urban growth boundary (UGB) that are best suited for providing land to accommodate urban growth in the region over the next 40 to 50 years;
3. The Cities have long opposed the designation of Metro study areas 4A, 4B, 4C and 4D ("Stafford") as urban reserve because of concerns with regard to efficient use of existing and currently planned future public infrastructure investments and whether urban level public services can be efficiently and cost-effectively provided by appropriate and financially capable service providers;
4. The Parties recognize that resolving the dispute over the designation of Stafford will enable the parties to focus collaboratively on planning for and providing urban services and prioritizing the needed regional improvements to the transportation system, such as the widening of I-205 from Oregon City to Stafford Road;
5. The Parties enter into this IGA in order to alleviate the concerns of the Cities and better support the designation of Stafford under the Factors by ensuring an orderly process for any urbanization of Stafford where the Cities will have control over the planning, process and timing for the urbanization of Stafford, that the Parties will coordinate with one another and with any affected special districts serving Stafford on the effective date of this Agreement, and that Stafford will not be urbanized before appropriate urban services will be available; and
6. The Parties also desire to recognize that the Stafford Hamlet and surrounding area is a unique enclave in Clackamas County that has a long standing agricultural heritage, significant environmental assets, and valued open space that should be preserved through the concept planning process;

NOW, THEREFORE, it is mutually agreed that the Parties voluntarily enter into this Intergovernmental Agreement addressing issues and concerns raised by the Cities regarding the designation of Stafford as an urban reserve. Specifically, the Parties agree as follows:

1. **City Governance.** The Parties agree that Stafford will be governed by one or more of the Cities upon expansion of the urban growth boundary and annexation. The governing City will have the authority to decide what land uses should be planned for, and when and how municipal services will be provided. Notwithstanding anything to the contrary in the Reserves IGA, Exhibit B, Section 4, or Metro Code Sections 3.07.1105 to 3.07.1130 ("Title 11"), Metro and the County will oppose any future effort to incorporate a new city. Metro and the County will similarly oppose creation of any service district to provide water or sanitary sewer services in Stafford outside of a city, unless there is no practicable alternative to creation or expansion of a sewer district in order to remediate a health hazard created by development in existence on the effective date of this IGA.

2. **Completion of a City Concept Plan.**

- a. The Parties recognize that the Cities will be the public bodies that have the responsibility to plan for any future urbanization of Stafford and that the urbanization of Stafford will only occur upon annexation to one or more of the Cities. Prior to adding any part of Stafford to the UGB, the City that will be responsible for annexing that part of Stafford must first have developed a concept plan for the area describing how the area will be planned and developed after inclusion in the UGB. The timing for commencement and completion of a concept plan will be up to the City.
- b. The Cities will coordinate concept planning with one another and with the County and special districts serving Stafford on the effective date of this Agreement to determine which City or special district is the appropriate urban services provider for each part of Stafford. The Parties agree to develop a preliminary concept plan to address transportation, density, community character, and infrastructure issues to help ensure that future, more detailed sub-area "concept plans" can be developed and coordinated. The parties agree to participate in good faith in future planning efforts for Stafford, in coordination with each other, and with other public, private, and community stakeholders.
- c. Each governing City will be responsible for determining the pace and timing of future development within an area to be incorporated into the UGB. The form and character of development will be determined through the concept planning process under Title 11 and Section 2 of this Agreement, and will be consistent with community values and environmental requirements.
- d. The County shall not amend the Comprehensive Plan or Zoning and Development Ordinance or the Comprehensive Plan Map or zoning designations:
 - i. To allow within Urban Reserve areas, new uses that were not allowed on the date the Urban Reserve areas were designated, except those

uses mandated by amendments to the Oregon Revised Statutes or Oregon Administrative Rules enacted after designation of Urban Reserves.

- ii. To allow within Urban Reserve areas, the creation of new lots or parcels smaller than allowed on the date Urban Reserve areas were designated, except as mandated by amendments to the Oregon Revised Statutes or Oregon Administrative Rules enacted after designation of Urban Reserves. The purpose of the designation is to preserve lands for potential future urban development, not to facilitate or expedite their development under County zoning.
 - e. Notwithstanding anything to the contrary in Metro Code 3.07.1110(d), Metro agrees that the concept plan or plans developed pursuant to Section 2 of this Agreement will be used to designate 2040 design types for Stafford and to develop conditions in the Metro ordinance that adds any Stafford territory to the UGB. The Parties agree that the concept plans will govern amendments to the Cities and County comprehensive plans and land use regulations following addition of the area to the UGB.
3. **Citizen Involvement.** The Parties agree that future decision-making regarding the timing and content of concept planning and the expansion of the UGB must involve the participation of citizens from the Stafford community, as well as other stakeholders, and will take into account public testimony about desired community character, preservation of natural features, and other community concerns when developing the concept plans.
4. **Urban Services Agreements.** At such point in time that any portion of Stafford is included within the UGB, the City that is responsible for urbanization of that area will negotiate and enter into an urban services agreement pursuant to ORS 195.065 with any special district that is providing services to that area of Stafford on the effective date of this Agreement or that may be created thereafter pursuant to Section 1 of this Agreement.
5. **Grant Funding for Transportation Planning.** Metro and the County will undertake a transportation planning project using the \$170,000 Community Planning and Development Grant from Metro to the County to study and plan for transportation and other public infrastructure conditions and needs in the Stafford area. Work on this planning project is anticipated to begin once Metro and the County have finalized the decision on urban reserves.
6. **Support for Widening I-205.** The Parties agree to continue to support the Joint Policy Advisory Committee on Transportation's decision to make widening I-205 from Oregon City to Stafford Road a top priority for regional transportation projects in order to help address the significant transportation infrastructure issues related to future urbanization of Stafford as well as other regional transportation needs.

7. **Transportation and Infrastructure Improvements.** Urbanization and urban development will be planned to coincide with transportation and infrastructure improvement necessary to serve such development.
8. **The Findings.** This IGA will be entered into the record of the Metro and Clackamas County proceedings on the remand of the 2010 Stafford urban reserve designation. The Metro and County remand findings will cite this IGA as evidence necessary to meet the designation requirement under ORS 195.145(5)(c) and OAR 660-027-0050(3) that the Stafford area can be served by urban level public facilities and services efficiently and cost-effectively by appropriate and financially capable service providers.
9. **No Appeal by the Cities.** In consideration for the promises and commitments made herein, the Cities agree that the Cities will not challenge the designation of Stafford as Urban Reserve either before the State of Oregon Land Conservation and Development Commission or by appeal to the Oregon Court of Appeals.
10. **Governing Law.** The laws of the State of Oregon will govern this Agreement and the Parties will submit to the jurisdiction of the courts of the State of Oregon.
11. **Amendments.** This Agreement may be amended at any time with the written consent of all Parties.
12. **Severability.** If any covenant or provision of this Agreement is adjudged void, such adjudication will not affect the validity, obligation, or performance of any other covenant or provision which in itself is valid if such remainder would then continue to conform with the terms and requirements of applicable law and the intent of this Agreement.
13. **Term.** This Agreement shall be effective upon execution by all Parties identified herein. This Agreement will terminate on the same date as the Reserves IGA, December 31, 2060, unless terminated earlier by agreement of the Parties. If during the term of this Agreement there is a change in applicable law or other circumstance that materially affects compliance with one or more provisions of this Agreement, the Parties agree to negotiate in a good faith a revision to this Agreement to address such law or circumstance in manner consistent with the intent of this Agreement.

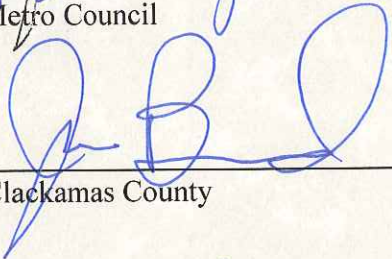
[Signatures on Following Page]

IN WITNESS WHEREOF, each party has caused this Intergovernmental Agreement to be executed by its duly authorized representative on the date first mentioned above.



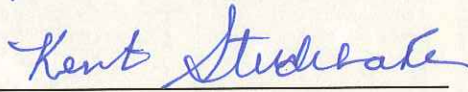
Metro Council

Dated: June 28, 2017




Clackamas County

Dated: June 28, 2017



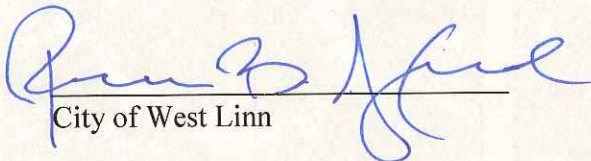
City of Lake Oswego

Dated: June 28, 2017



City of Tualatin

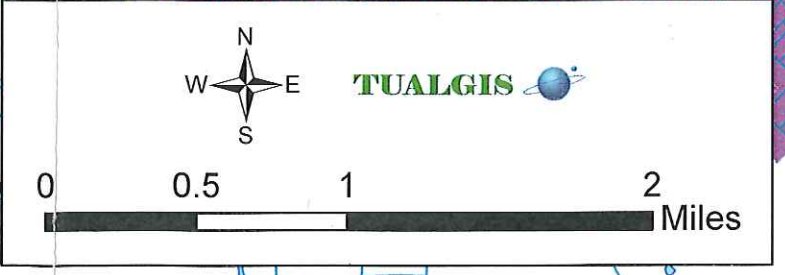
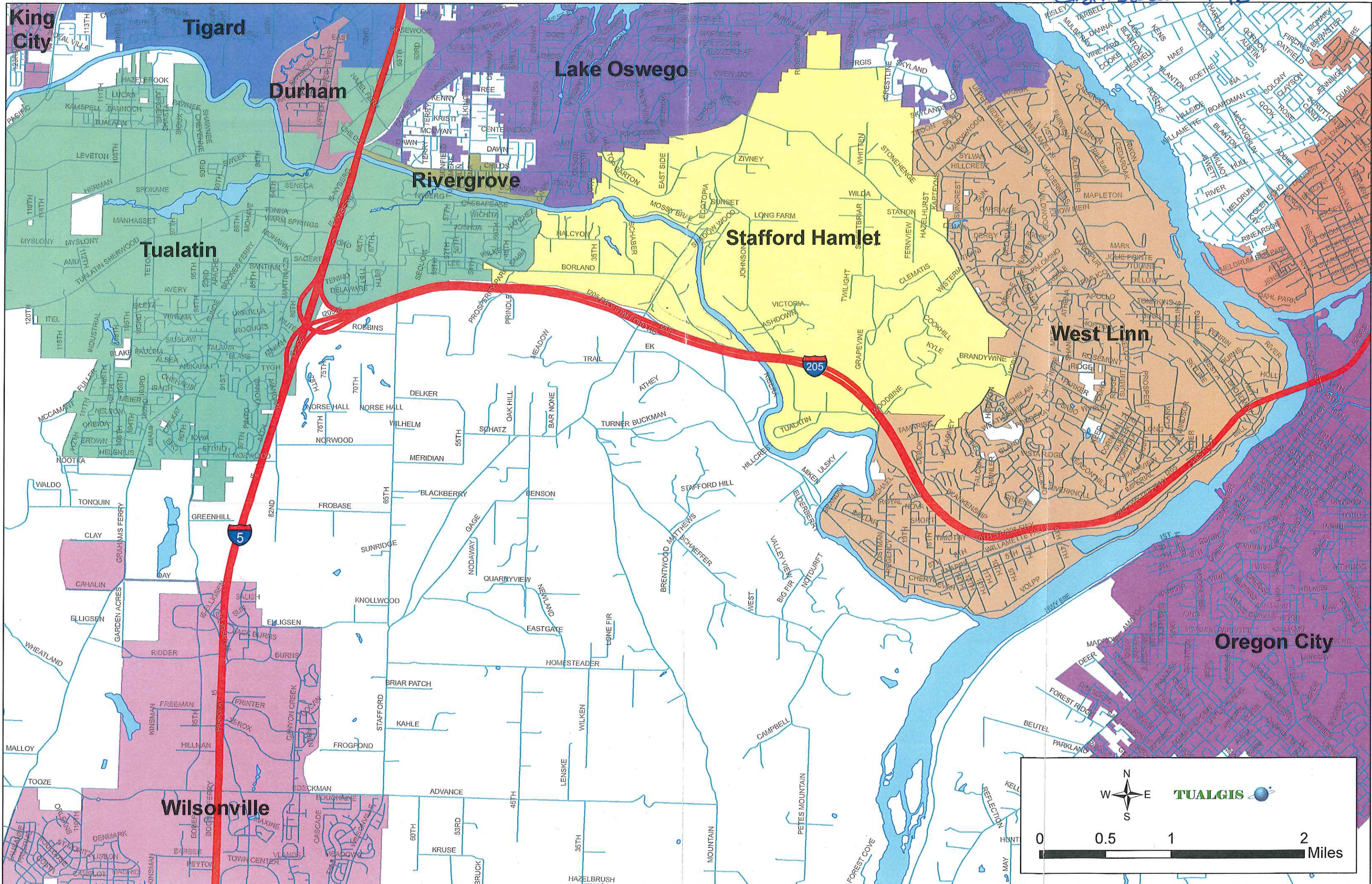
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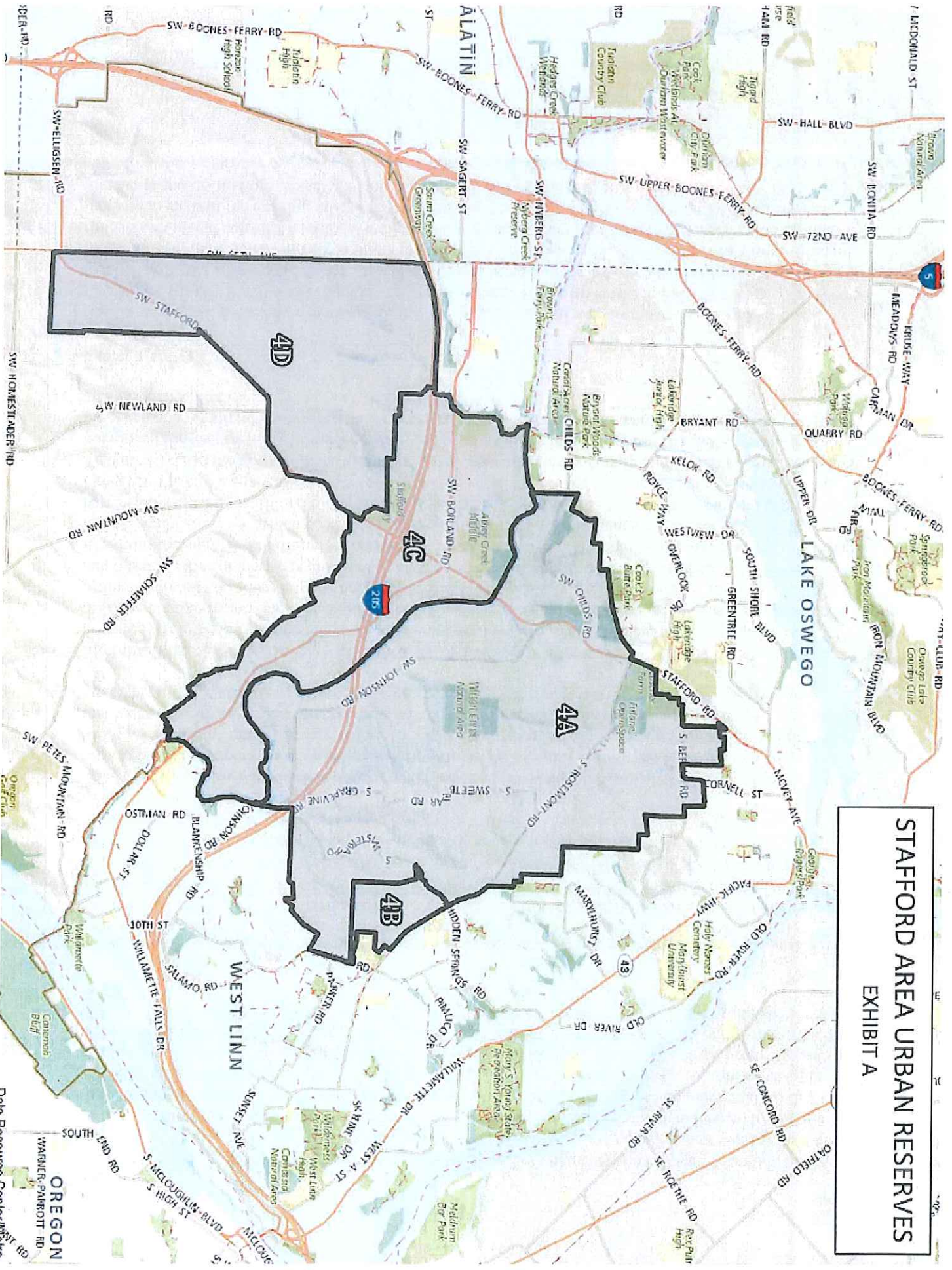
City of West Linn

Dated: June 28, 2017

distributed 10/13



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STAFFORD AREA URBAN RESERVES
EXHIBIT A