

**MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF WOODLAND AND COWLITZ COUNTY
CONCERNING
COOPERATIVE CITY-COUNTY WOODLAND BOTTOMS JOINT PLANNING**

This agreement is made by and between the City of Woodland (hereafter “City”) and Cowlitz County (hereafter “County”), political subdivisions of the State of Washington, collectively referred to as the “Parties”.

WHEREAS, The City and the County have initiated discussions which focus on identifying options for resolving a long-standing series of appeals and litigation related to the Woodland Bottoms area of the County by engaging in a cooperative effort to address key local land use planning questions. This effort focuses on how to protect agricultural lands and agricultural industries and how to plan for growth and economic development so infrastructure and public services are adequate.

WHEREAS, The City and the County believe it is in their mutual best interests to enter into this Memorandum of Agreement Regarding Joint Planning for the Woodland Bottoms (hereinafter, “MOA”) pursuant to the framework summarized below to address both near and long-term land use planning for the area known as the Woodland Bottoms.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the City and County agree as follows:

1. **AREA SUBJECT TO JOINT PLANNING:** The area shown on Attachment A is the area commonly known as the Woodland Bottoms and is the primary subarea that is the subject of this MOA. Though this is the designated subarea, there are areas outside the Woodland Bottoms Joint Planning Area which impact planning (i.e., drainage and transportation) that will need to be accounted for in the planning analysis that is the subject of this MOA.
2. **FUNDING FOR JOINT PLANNING:**
 - a) The City and County both agree to dedicate staff time to this joint planning effort.
 - b) Subject to other budgetary commitments and priorities to be determined by each jurisdiction in its sole discretion, the City and County agree to contribute additional funds to the joint planning effort for consultants or technical study needs identified during the joint planning effort.
 - c) The City and County will evaluate and, if appropriate, will cooperate to seek additional funds or other planning effort investment for the joint planning effort from the Washington Department of Commerce and the additional interested stakeholders identified in paragraph 3 below.

- d) This MOA does not modify or create any new authority of the County or City to enter into contracts for services related to the joint planning efforts described in this MOA. Contracts, if any, of outside consulting services will be executed by one or both Parties pursuant to their existing contracting authority.
3. **KEY STAKEHOLDERS:** In addition to general opportunity for public input and public comment during the joint planning effort, the City and County agree to affirmatively solicit input from the following key stakeholders for the joint planning effort that is the subject of this MOA:
- a) Port of Woodland
 - b) Cowlitz Consolidated Diking Improvement District #2
 - c) Farmers and Agricultural Industry Representatives from the Woodland Bottoms
 - d) Woodland Public School District
 - e) Clark-Cowlitz Fire & Rescue (Cowlitz Fire District #1)
 - f) Public Utility District
 - g) Various City and County Depts, such as public works, finance, police, sheriff, emergency management, etc.
 - h) Washington Department of Transportation (“WDOT”)
 - i) Washington Department of Fish and Wildlife (“WDFW”)
 - j) Washington Department of Natural Resources (“WDNR”)
 - k) Cowlitz Indian Tribe
 - l) BNSF Railroad
 - m) Cowlitz-Wahkiakum Council of Government
 - n) Cowlitz County Conservation District

Additional agencies or stakeholders may be consulted during the joint planning process. The County and City will jointly notify each identified stakeholder to solicit input and involvement in the joint planning process that is the subject of this MOA.

4. **TIMING/PROCESS:**

- a) The Parties agree to use best efforts to complete the joint planning effort that is the subject of this MOA for inclusion in the City's 2026 GMA Update, with corresponding action by County in a similar time frame, even though the County is not a GMA planning jurisdiction. The Parties agree to contact all key stakeholders and schedule one or more initial meetings within 30 days of execution of this MOA, and to continue meeting and otherwise proceed diligently thereafter to complete the joint planning work anticipated by this MOA with sufficient time for each jurisdiction to meet this 2026 target date.
- b) **Working Committee:** The Parties agree to appoint a working committee consisting of an equal number of representatives from the City and the County (staff or planning commissioners) plus, potentially, one or more representatives from key stakeholders identified in paragraph 3 above. This working committee will be responsible for providing direction and input into the joint planning efforts conducted by staff and consultants and to develop a draft subarea plan for review by the planning commissions of the City and the County, consistent with existing local code and statutory requirements for review, recommendation and adoption of subarea plans in the respective jurisdictions.
- c) **Reservation of Rights:** The Parties commit to negotiate in good faith and use best efforts to reach consensus on the subarea plan contents. However, each jurisdiction reserves the right of its respective planning commissions and legislative bodies to make final decisions on whether to adopt all or any portion of the joint planning outcomes at the time they are presented for adoption. This MOA creates no separate legal entity and does not transfer any legal powers or responsibilities from one Party to another or to any third party.

5. **POTENTIAL ISSUES TO ADDRESS IN JOINT PLANNING EFFORT:** The Parties have identified the following issues to be evaluated during the joint planning process. Additional issues may be identified by the Parties and other stakeholders during the joint planning process. This list of identified issues is not intended to be a firm commitment by either Party to reach agreement on planning objectives or outcomes for any of the issues identified but is intended as a commitment by the City and the County to make a good faith effort to address each issue and to reach agreement wherever possible.

- a) **Preservation of agricultural land of long-term commercial significance and viable agricultural industries**
- b) **AG-Commercial and AG-industrial uses appropriate to support the agricultural lands**
Evaluate relevant Ag-commercial and Ag-industrial uses and zoning categories.

- c) **UGA size/location needed to accommodate additional urban growth for the City of Woodland, including evaluation of City population projections and capacity of lands within the City limits and additional lands needed for future annexation to accommodate expected growth.**
- d) **Methods to accommodate development within any future UGA expansion area prior to annexation that establishes appropriate requirements and timing for urban infrastructure and urban service extensions and that avoids interim development that effectively precludes future annexation and development at City urban standards. Evaluate issues such as:**
 - i. Interim use of septic and private wells
 - ii. Timing of future extension of city water and sewer service
 - iii. Provision of adequate right of way to accommodate future city street standards
 - iv. Large lot configuration designed to accommodate future increased density upon annexation
 - v. Placement of utilities within the right of way
- e) **City/Public Service Demands before and after Annexation, addressing both rural development and urban development needs, including:**
 - i. Schools,
 - ii. public safety,
 - iii. water,
 - iv. sewer,
 - v. stormwater & drainage,
 - vi. flood control
- f) **Transportation Issues**
 - i. Exit 21—how to fund/implement WSDOT solutions,
 - ii. Exit 22 and completing an industrial bypass, especially for Port Development access,
 - iii. Whether intersections that may be impacted by future development warrant modification, when and by whom,
 - iv. Port transportation improvement needs, including grade-separated rail crossing,
 - v. Evacuation route
- g) **Diking District Issues:**
 - i. Evaluation of CCDID #2 infrastructure’s ability to accommodate stormwater and flooding control for both the urban and agricultural areas in the Woodland Bottoms MOA.
 - ii. Flood mapping updates, Columbia River tidal influence and sea level rise, and dike certification
 - iii. Evacuation route adequacy

h) **Port of Woodland Issues:**

- i. Transportation infrastructure needs to accommodate Port development plans—how to address in plans and how to fund.
- ii. Potential grade-separated RR crossing to serve future development at Port of Woodland.
- iii. Water and sewer infrastructure plans/solutions for Port and County development.
- iv. Evaluate zoning/comp plan designations of Port property for consistency with Port's plans and other relevant land use policies and objectives.

i) **State Agency Landholding Issues:**

- i. WDFW and WDNR land conservation objectives

j) **Shoreline Program Consistency**

k) **Voluntary Stewardship Program**

l) **Annexation timing and considerations.**

6. **LEGISLATIVE AND DEVELOPMENT ACTIONS, INCLUDING NOTICE AND CONSULTATION PENDING JOINT PLANNING EFFORT:**

- a) No County or City-initiated Changes Pending Subarea Planning: The City and County agree that each jurisdiction will not initiate on their own any changes to existing planning policies and development regulations applicable to the Woodland Bottoms subarea that is the subject of this MOA, except as may be necessary to protect an immediate threat to the public health, safety and welfare, until completion of the joint planning effort that is the subject of this MOA, or until termination of this MOA as provided in paragraph 8 below. This commitment is not intended to prohibit or to implement a moratorium against private property owner requests for legislative amendment to individual properties that are addressed in subsection (b) below.
- b) Private Requests for Legislative Action: Except in the event of an emergency that requires immediate action, the City and County agree that they will provide the other jurisdiction with a minimum of 30 days' notice of any *legislative* action that affects the comprehensive planning or zoning designations for property located within the Woodland Bottoms MOA that may be requested by an individual property owner. The Parties will use best efforts to provide notice before a SEPA determination issues and before either jurisdiction's planning commission meets to address the proposal to allow the parties a reasonable opportunity to discuss the matter before action is taken. The City and County agree that appropriate representative(s) from each jurisdiction will meet at least once during that notice period to discuss the input of each jurisdiction prior to taking legislative action. Each jurisdiction agrees to negotiate in good faith to address concerns and comments, but each jurisdiction

retains the right to take whatever action it deems necessary to protect the interests of its citizens, subject of course to applicable laws and adopted plans.

- c) Development Permit Applications: City and County agree to give each other notice of any *development permit* application impacting land use planning within the Woodland Bottoms MOA. This includes any project subject to SEPA, but also exempt projects impacting City land use planning and infrastructure concerns, including land division proposals and use changes from agricultural to commercial or industrial. This does not include routine permits for constructed projects. City and County planning staff agree to coordinate on developing a framework for notice for these development permit applications.
- d) Annexation: Nothing in this section is intended to modify the rights or procedures for annexation pursuant to state law, provided however, the City will give the County a minimum 60-day notice if the City is considering annexation of any area within the area shown on Attachment A.

7. RELATIONSHIP TO EXISTING LAWS:

- a) This MOA in no way modifies or supersedes existing State laws and statutes. In meeting the commitments encompassed in this MOA, all Parties will comply with the requirements of the Open Public Meeting Act, State Environmental Policy Act, annexation statutes and other applicable State or local law. City codes and development standards shall continue to apply to development of property located within the City limits and County codes and development standards shall continue to apply to development of property located in the unincorporated area of the County during the pendency of this MOA. The ultimate authority for land use and development decisions is retained by the County and the City within their respective jurisdictions. By executing this MOA, the County and City do not purport to abrogate the decision-making responsibility vested in them by law.

8. EFFECTIVE DATE, DURATION AND TERMINATION:

- a) This MOA shall be effective upon signature by the Mayor of the City and Chairman of the Board of Commissioners of the County, upon receipt of proper authorization by the City Council and the County Commissioners, respectively.
- b) This MOA shall remain in effect until December 31, 2026, or final action by the City and the County on any subarea plan or development regulations that result from this planning effort, whichever is sooner. Either Party may terminate this MOA at any time by giving the other party a minimum of 90 days written notice prior to termination. The Parties may agree, in writing, to extend the duration of this MOA for a period not exceeding one year, if both Parties determine that an additional year is likely to allow the Parties to reach consensus on any outstanding issues and to complete the joint planning process and adoption within that additional period.

- 9. **AMENDMENT:** This MOA may only be amended by written agreement of both Parties.
- 10. **NOTICES:** All communications, notices and demands of any kind which are required by this MOA shall be in writing and sent via electronic communication or U.S. Mail, first class postage prepaid, to the following addresses or to such other addresses as the Parties may from time to time designate:

If to the City:

If to the County:

**Community Development Director
 City of Woodland
 P.O. Box 9
 Woodland, WA 98674**

**Building and Planning Department Director
 Cowlitz County
 207 N. 4th Ave., Room 119
 Kelson, WA 98626**

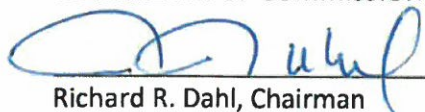
- 11. **GOVERNING LAW AND VENUE:** This MOA shall be construed in accordance with the laws of the State of Washington. Venue for any action to enforce the terms of this MOA shall be brought in a Superior Court of the State of Washington as provided in RCW 36.01.050.
- 12. **SEVERABILITY:** If any provision of this MOA or its application to any person or circumstance is held invalid, the remainder of the provisions and/or the application of the provisions to other persons or circumstances shall not be affected, to the maximum extent possible in keeping with the purpose and intent of this MOA.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Agreement this 20 day of June 2023.

CITY OF WOODLAND

COWLITZ BD. OF COMMISSIONERS

 By: William A. Finn, Mayor


 Richard R. Dahl, Chairman
 (approved for signing per RCW 36.32.100)

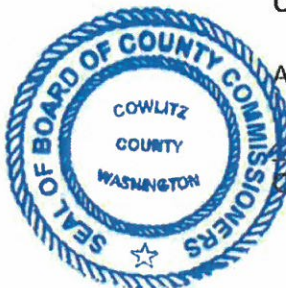
Approved as to form:

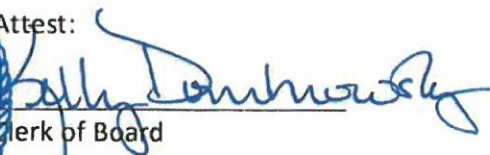
Approved as to form:

 City Attorney

 Civil Deputy Prosecuting Attorney

Attest:



Attest:

 Clerk of Board

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If to the City:

If to the County:

**Community Development Director
City of Woodland
P.O. Box 9
Woodland, WA 98674**

**Building and Planning Department Director
Cowlitz County
207 N. 4th Ave., Room 119
Kelso, WA 98626**

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IN WITNESS WHEREOF, the Parties have executed this Memorandum of Agreement this 19th day of June, 2023.

CITY OF WOODLAND



By: William A. Finn, Mayor

COWLITZ BD. OF COMMISSIONERS

Richard R. Dahl, Chairman
(approved for signing per RCW 36.32.100)

Approved as to form:

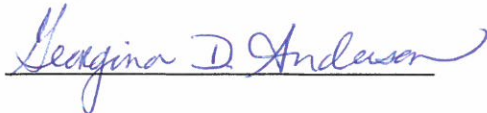


City Attorney

Approved as to form:

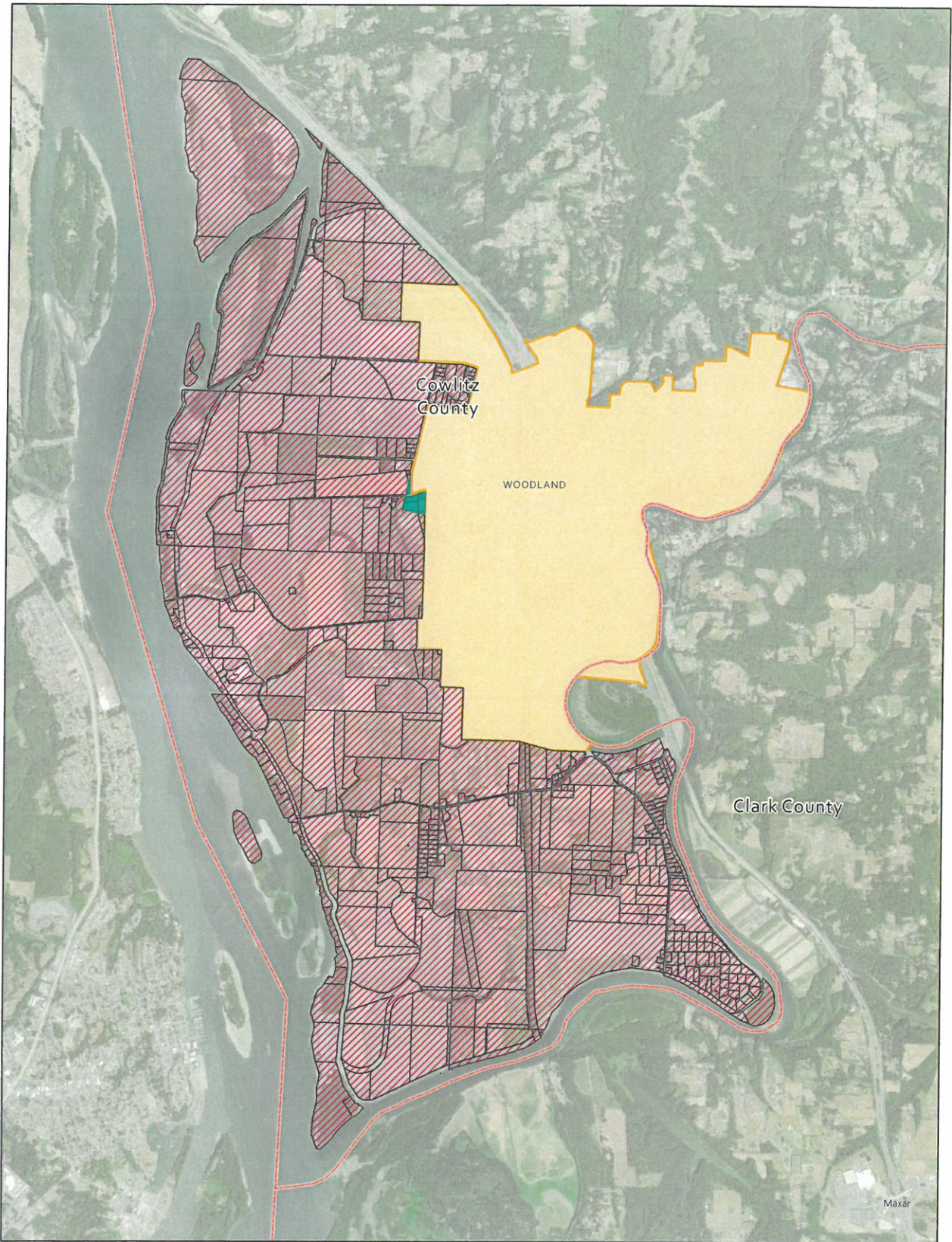
Civil Deputy Prosecuting Attorney

Attest:







Attest:

Clerk of Board



2023 Cowlitz County Zoning Designations

-  Area Subject to Cowlitz and Woodland MOA
-  Existing Woodland UGA in Woodland Bottoms
-  Woodland City Limits
-  County Boundaries

