29.4 Comprehensive Plans – Interpretation. LUBA will conclude that a decision does not include an implicit interpretation that resolves an apparent tension between a comprehensive plan policy and a local code provision where nothing cited to LUBA in the findings indicates that the local government recognized, much less attempted to resolve, the tension. *Oregon Shores Conservation Coalition v. Coos County*, 81 Or LUBA 839 (2020).

29.4 Comprehensive Plans – Interpretation. The fact that a substation and transmission line are planned for in the comprehensive plan does not negate a requirement that the local government protect significant clusters of trees and shrubs where the comprehensive plan does not prescribe the exact location of the substation and line and, instead, provides a general location and contemplates that exact locations will be determined through subsequent land use actions, including site plan review. *Royal Blue Organics v. City of Springfield*, 81 Or LUBA 723 (2020).

29.4 Comprehensive Plans – Interpretation. The fact that a substation and transmission line are planned for in the comprehensive plan does not negate a requirement that the local government avoid development of unsuitable areas, including wetlands and riparian areas, where the comprehensive plan provides a general location for the substation and does not specify that the substation must be sited in a wetland area. *Royal Blue Organics v. City of Springfield*, 81 Or LUBA 723 (2020).

29.4 Comprehensive Plans – Interpretation. Although balancing competing comprehensive plan policies is permissible in the quasi-judicial context only when the standards themselves are incompatible, local governments have more flexibility to balance policies in the legislative context. *Columbia Pacific v. City of Portland*, 81 Or LUBA 683 (2020).

29.4 Comprehensive Plans – Interpretation. A local government need not interpret the term "protect" the same way in the context of a statewide planning goal that does not protect a specific, unique natural resource or specific recreation area that it does in the context of a goal that does protect those things, even where the definitions of "protect" in the latter goal and in the local government's comprehensive plan are identical. *Crowley v. City of Hood River*, 81 Or LUBA 490 (2020).

29.4 Comprehensive Plans – Interpretation. Where a comprehensive plan provision allows "minor navigational improvements" in a particular zone, which it defines as "alterations necessary to provide water access to existing or permitted uses in conservation management units," an interpretation of that provision as not requiring that the use for which the alteration is needed and the alteration itself be located in the same zone is consistent with the provision's express language; however, an interpretation of that provision as allowing alterations that are needed for a use that is not located in a "conservation management unit" is inconsistent the provision's express language. *Oregon Shores Conservation Coalition v. City of North Bend*, 81 Or LUBA 534 (2020).

29.4 Comprehensive Plans – Interpretation. Where a comprehensive plan management objective allows "a limited boat dock for transient recreation craft tie-up" in a particular zone, and the uses and activities matrix for the zone allows "docks" without limitation, but a different comprehensive plan provision states that uses and activities matrices are "subordinate" to management objectives and that allowed uses and activities must be "consistent" with the

management objectives, a local government errs by allowing nonlimited boat docks in the zone. *Oregon Shores Conservation Coalition v. City of North Bend*, 81 Or LUBA 534 (2020).

29.4 Comprehensive Plans – Interpretation. Where comprehensive plan provisions provide, using mandatory language, that certain resource plan and zoning designations shall be used to conserve or protect fish and wildlife habitat from conflicting uses and that land use proposals that have undesirable impacts on those resources shall be reviewed during the plan and zone amendment processes, a local governing body errs in interpreting those provisions to conclude that it may apply nonresource plan and zoning designations to property mapped as fish and wildlife habitat and that any impacts may be evaluated and, if necessary, mitigated during subsequent review of development proposals. *1000 Friends of Oregon v. Linn County*, 81 Or LUBA 338 (2020).

29.4 Comprehensive Plans – Interpretation. Nothing in Goal 2 specifies that an agreement between a county and city to manage land within a UGB is incorporated by law into the local governments' comprehensive plans or codes, or mandates that the local governments take action to do so, and a mere statement in the county code or comprehensive plan that the agreement governs certain procedures is not sufficient to demonstrate that the latter is a part of the former. *City of Albany v. Linn County*, 81 Or LUBA 104 (2020).

29.4 Comprehensive Plans – Interpretation. Where a local code provision provides that a refinement plan for property within a master plan area must be consistent with the master plan; where the master plan contains an executive summary, a listing of principles, a discussion section after each principle heading, other sections discussing site features and infrastructure strategy, a variety of graphics, and several other exhibits and attachments; where another local code provision provides that the intent of the master plan is to identify the "goals and policies" for development within the master plan area, and where other local code provisions suggest that "goals" and "policies" are different things, a governing body errs in concluding that merely furthering the principles is sufficient to establish consistency with the master plan and in failing to address provisions of the master plan dictating the strategies that development is required to use in order to actualize the principles—that is, in concluding that a refinement plan need only be consistent with the principles as summarized by their headings. *Mumper v. City of Salem*, 81 Or LUBA 152 (2020).

29.4 Comprehensive Plans – Interpretation. Where comprehensive plan and local code provisions provide that the comprehensive plan may be amended only when "[t]here is a demonstrated public need for the change," and where another comprehensive plan provision states that the desired land use pattern in the urban growth boundary includes "[n]eighborhoods with a mix of uses, diversity of housing types, pedestrian scale, a defined center and shared public areas," the governing body does not err in concluding that that there is a "public need" to redesignate the subject property to High Density Residential (HDR) because the property is in a neighborhood of low- and medium-density housing and because introducing HDR zoning into the area will allow higher-density housing in a new location within the jurisdiction and potentially increase housing supply and diversity, even where the jurisdiction's acknowledged Buildable Lands Inventory and other, more recent data indicate that there is no deficit of HDR land in the jurisdiction. *Carson Property LUBA Appeal, Inc. v. City of Corvallis*, 81 Or LUBA 175 (2020).

29.4 Comprehensive Plans – Interpretation. When comprehensive plan policies are not mandatory approval standards for a land use application, but the application must be evaluated for consistency with applicable plan policies, the evaluation may require some weighing and balancing of competing policy directions embodied in the applicable plan provisions. The local government's evaluation, weighing and balancing of competing interests as well as ambiguous comprehensive plan provisions are entitled to a deferential standard of review under ORS 197.829(1)(a)–(c) and *Siporen v. City of Medford*, 349 Or 247, 243 P3d 776 (2010). *Yamhill Creek Solar, LLC v. Yamhill County*, 78 Or LUBA 245 (2018).

29.4 Comprehensive Plans – Interpretation. Where every residential plan map designation criterion is written so that it applies to an "area," and the term "area" is not defined and application of the criteria can produce dramatically different results depending on the meaning of "area," remand is required for the decision maker to explain its interpretation of the term "area." *Meisenheimer v. City of Springfield*, 77 Or LUBA 96 (2018).

29.4 Comprehensive Plans – Interpretation. Where the city code initially requires the city to choose from low density residential, medium density residential and high density residential plan map designations based on which designation's criteria "clearly appl[y]" or "predominate," that determination is sufficiently ambiguous and subjective that remand is required whether the decision maker does not explain its understanding of what it means to "clearly appl[y]" or "predominate." *Meisenheimer v. City of Springfield*, 77 Or LUBA 96 (2018).

29.4 Comprehensive Plans – Interpretation. Where two of three different residential plan map designation criteria require proximity to a "transit transfer station," but the code does not define the term "transit transfer station," and the decision applies those criteria without adopting interpretive findings to explain the decision maker's understanding of the meaning of the term "transit transfer station," remand is required. *Meisenheimer v. City of Springfield*, 77 Or LUBA 96 (2018).

29.4 Comprehensive Plans – Interpretation. LUBA will affirm a city council's interpretation of a comprehensive plan policy requiring that city parks be protected against incompatible uses, to mean that city parks will be protected against approval of incompatible uses on adjoining lands, not that the city is also precluded from rezoning city parks to allow non-park uses of park lands, where the city council's narrower interpretation is not inconsistent with the express language, purpose and policy underlying the plan policy. *Crowley v. City of Hood River*, 77 Or LUBA 117 (2018).

29.4 Comprehensive Plans – Interpretation. Where petitioners argue the city's ordinance adopting legislative text amendments to the city's zoning ordinances is inconsistent with applicable city comprehensive plan and subordinate plans, but where the city adopted findings addressing most of the cited comprehensive plan goals and policies, petitioners must do more than simply disagree with the city's conclusions. Given the generally worded language of most of the goals and policies at issue, and the leeway a governing body has in balancing and weighing consistency of a zoning text amendment with a variety of competing policy objectives, petitioners must demonstrate that the city council failed to meaningfully consider a reasonably specific and

pertinent comprehensive goal or policy to state a basis for remand or reversal. *Columbia Pacific v. City of Portland*, 76 Or LUBA 15 (2017).

29.4 Comprehensive Plans – Interpretation. Although proposed development of a new bridge will cost close to the total amount that the region expects to receive in funding from all sources over the next 20 years, and although there is no evidence that full funding can be expected, a decision to approve comprehensive plan amendments to facilitate the bridge does not necessarily violate an Oregon Highway Plan (OHP) policy that requires state and local government to approve major improvements to state highway facilities in local comprehensive plans and transportation system plans only if the improvements "would be a cost-effective means to achieve the objective," because the OHP policy is not a mandatory criterion, but an evaluation factor the Oregon Department of Transportation will use in their evaluation of a project for inclusion in the OHP. *Deumling v. City of Salem*, 76 Or LUBA 99 (2017).

29.4 Comprehensive Plans – Interpretation. A finding that the mixed-use development that might be developed under a new plan map designation will be "near" a transit corridor is sufficient to demonstrate compliance with a plan policy to focus mixed-use development "along" transit corridors, where the city's plan and land use regulations do not define either term and the term "along" is sufficiently subjective that the city's implicit interpretation and application of the policy is not implausible under *Siporen v. City of Medford*, 349 Or 247, 249, 243 P3d 776 (2010). *Nicita v. City of Oregon City*, 75 Or LUBA 38 (2017).

29.4 Comprehensive Plans – Interpretation. A County Court's interpretation of a comprehensive plan residential density standard that limits residential density in deer winter range to one dwelling unit per 160 acres to only consider nonfarm dwellings when computing density is not affirmable under ORS 197.829(1)(a) and *Siporen v. City of Medford*, 349 Or 247, 261, 243 P3d 776 (2010), where there is no textual support in the wildlife density standard itself for only counting nonfarm dwellings in computing density and the comprehensive plan policies the density limit was adopted to implement also do not support distinguishing between farm and nonfarm dwellings in computing density. *Central Oregon Landwatch v. Crook County*, 75 Or LUBA 186 (2017).

29.4 Comprehensive Plans – Interpretation. A comprehensive plan policy to "maintain present residential density levels in established neighborhoods" has nothing to do with the number of days a residence is occupied. Therefore, a zoning ordinance amendment that favors year-round domicile and long-term rental use of residences, as opposed to short term vacation rental use, does not violate the residential density policy. *Whittemore v. City of Gearhart*, 75 Or LUBA 374 (2017).

29.4 Comprehensive Plans – Interpretation. A city council's decision to amend its zoning ordinance to treat transient occupancy vacation rental use of residences differently from the use of the same residences as second homes, long-term rentals or domiciles is not inconsistent with comprehensive plan policy to "preserve and maintain the predominately residential character of [the city] through appropriate zoning and land use development regulations," as the city interprets the policy. *Whittemore v. City of Gearhart*, 75 Or LUBA 374 (2017).

29.4 Comprehensive Plans – Interpretation. LUBA will affirm a governing body's interpretation of a comprehensive plan policy concerning sites "developed as a golf course" to apply to sites adjoining a fairway that were landscaped and used as a playable area in 2001 when the policy was adopted, because the interpretation is not inconsistent with the text of the policy. *Kine v. Deschutes County*, 75 Or LUBA 419 (2017).

29.4 Comprehensive Plans – Interpretation. Where LUBA affirms a local decision-maker's interpretation and conclusion regarding the applicability of a comprehensive plan policy, no purpose would be served by addressing other challenges to alternative bases for local government's decision to deny the application. *Kine v. Deschutes County*, 75 Or LUBA 419 (2017).

29.4 Comprehensive Plans – Interpretation. Where the text of a county comprehensive plan policy limits redevelopment of areas developed as golf courses or designated open space or common area within a resort, but includes no language prohibiting redevelopment of other areas within the resort, interpreting the policy to implicitly prohibit new residential development anywhere within the resort would impermissibly insert what has been omitted pursuant to ORS 174.010, and may not survive even the deferential review required under ORS 197.829(1) and *Siporen v. City of Medford*, 349 Or 247, 243 P3d 776 (2010). *Kine v. Deschutes County*, 75 Or LUBA 419 (2017).

29.4 Comprehensive Plans – Interpretation. Where a comprehensive plan's text limits application of a Rural Industrial plan map designation to three exception areas that were built or committed to rural industrial use before the county enacted planning and zoning, the county must first amend the comprehensive plan text to expand the eligible areas for the Rural Industrial plan map designation before applying that designation to properties that are not within the three exception areas. *Central Oregon Landwatch v. Deschutes County*, 75 Or LUBA 441 (2017).

29.4 Comprehensive Plans – Interpretation. A comprehensive plan goal of "protecting and maintaining neighborhoods" is not necessarily violated by a development that will displace five existing houses. A city commission interpretation that the proposal complies with the goal, notwithstanding the loss of the five houses, so long as the proposal will otherwise protect and maintain the nearby neighborhood, is not reversible under ORS 197.829(1). *Nicita v. City of Oregon City*, 74 Or LUBA 176 (2016).

29.4 Comprehensive Plans – Interpretation. Where a comprehensive plan policy calls on the city to "[m]aintain the existing residential housing stock in established older neighborhoods by maintaining existing Comprehensive Plan and zoning designations <u>where appropriate</u>," and the city commission adopts a number of reasons why it believes maintaining existing planning and zoning designations is "not appropriate," a petitioner must do more than set out reasons why he thinks maintaining the existing planning and zoning is appropriate without directly challenging the city commission's reasoning. *Nicita v. City of Oregon City*, 74 Or LUBA 176 (2016).

29.4 Comprehensive Plans – Interpretation. Where a comprehensive plan policy requires that a city "ensure that potential loss of affordable housing is replaced" when changing comprehensive plan and zoning map designations, city findings that city-wide efforts to encourage affordable housing will be sufficient to make up for the loss of five dwellings through construction of a

medical center made possible under new comprehensive plan and zoning map designations are sufficient to demonstrate the policy will not be violated. *Nicita v. City of Oregon City*, 74 Or LUBA 176 (2016).

29.4 Comprehensive Plans – Interpretation. LUBA will reject a petitioner's challenge that a city's findings fail to demonstrate that allowing higher density residential development in an existing area of low density residential development, instead of in areas already planned for dense development, is consistent with a comprehensive plan policy encouraging compact development, where the petitioner fails to challenge the city council's interpretation of the policy as encouraging compact development in all areas of the city, not just in areas most suitable for high density development. *Kine v. City of Bend*, 74 Or LUBA 403 (2016).

29.4 Comprehensive Plans – Interpretation. A city council's findings that a site has "good access" to an arterial, because it is within a one-third-mile drive from an arterial and has direct pedestrian and bicycle access to the arterial, are sufficient to establish consistency with a comprehensive plan policy requiring "good access to an arterial," particularly given the subjective nature of the policy. *Kine v. City of Bend*, 74 Or LUBA 403 (2016).

29.4 Comprehensive Plans – Interpretation. A city council's interpretation of a comprehensive plan policy requiring that medium density residential development be located "near commercial services and employment" as being satisfied by a location near some commercial services and employment, but not necessarily a comprehensive range of commercial services and employment, is plausible and not reversible under ORS 197.829(1). *Kine v. City of Bend*, 74 Or LUBA 403 (2016).

29.4 Comprehensive Plans – Interpretation. How to determine whether a proposed zoning diagram is consistent with the comprehensive plan, based on trying to match surveyed lines to features depicted on the plan map, is a mixed question of law and fact, involving interpretation of the comprehensive plan map. LUBA owes no deference to a hearings officer's interpretation of the comprehensive plan map, or the interpretative exercise of selecting which plan map features to match with surveyed lines. *Laurel Hill Valley Citizens v. City of Eugene*, 73 Or LUBA 140 (2016).

29.4 Comprehensive Plans – Interpretation. Where one of seven factors that the comprehensive plan describes as "guid[ing] the determination of the most appropriate zone" guides the county to consider "[a]vailability of transit" and provides that "land within walking distance (approximately one-quarter mile) of a transit stop should be zoned for smaller lots," a hearings officer errs in concluding that land within approximately one-quarter mile of a transit stop is not within "walking distance" because sidewalks are not present. *Lennar Northwest, Inc. v. Clackamas County*, 73 Or LUBA 240 (2016).

29.4 Comprehensive Plans – Interpretation. Where the comprehensive plan sets out seven factors that "guide the determination of the most appropriate zone," a hearings officer errs in weighing some of the factors as less important than other factors without any support for that weighting in the express language of the factors or other parts of the comprehensive plan. *Lennar Northwest, Inc. v. Clackamas County*, 73 Or LUBA 240 (2016).

29.4 Comprehensive Plans – Interpretation. Where one of seven factors that the comprehensive plan describes as "guid[ing] the determination of the most appropriate zone" guides the county to consider "proximity to jobs, shopping, and cultural activities" and guides that areas in proximity to jobs, shopping and cultural activities should be considered for smaller lots, a hearings officer errs in concluding that land that is proximate to jobs and shopping should not be zoned for smaller lots based on the hearings officer's negative assumptions about the quality of the jobs and shopping. *Lennar Northwest, Inc. v. Clackamas County*, 73 Or LUBA 240 (2016).

29.4 Comprehensive Plans – Interpretation. Where one of seven factors that the comprehensive plan describes as "guid[ing] the determination of the most appropriate zone" guides that areas that have historically developed on large lots should "remain zoned consistent with the existing development pattern," and the hearings officer interprets the "existing development pattern" to be synonymous with the existing zoning, remand is required in order for the hearings officer to explain why a change from 10,000-square-foot lots to 8,500-square-foot lots in an area with some 8,500-square-foot lots is not "consistent with the existing development pattern." *Lennar Northwest, Inc. v. Clackamas County*, 73 Or LUBA 240 (2016).

29.4 Comprehensive Plans – Interpretation. Where the comprehensive plan sets out seven factors that "guide the determination of the most appropriate zone," and the factors are not competing policies and do not work at cross purposes, a hearings officer errs in weighting some of the factors as less important than other factors without any support for that weighting in the express language of the factors or other parts of the comprehensive plan. *Lennar Northwest, Inc. v. Clackamas County*, 73 Or LUBA 240 (2016).

29.4 Comprehensive Plans – Interpretation. Where the city code requires that a development's sewer facilities must be consistent with the sewer master plan and the sewer master plan calls for an upgraded 15-inch sewer line in a street that adjoins the development, city findings that explain a temporary cross-basin connection to provide sewer service to the development is acceptable because sewer flows from the development are inadequate to result in a properly functioning 15-inch sewer line, and the development approval is conditioned on the development connecting to the adjacent 15-inch sewer line when it becomes available in the future, are adequate to explain why the temporary cross-basin connection is not inconsistent with the code and sewer master plan. *Graser-Lindsey v. City of Oregon City*, 72 Or LUBA 25 (2015).

29.4 Comprehensive Plans – Interpretation. A general water master plan policy that "the timing of future system improvements will be triggered by specific developments and increase in system demands" need not be interpreted to require that a proposal for a 180-unit residential development must fund construction of the two-million-gallon, $8.7-million reservoir that is identified as the ultimate solution to an existing water pressure problem. *Graser-Lindsey v. City of Oregon City*, 72 Or LUBA 25 (2015).

29.4 Comprehensive Plans – Interpretation. Where the relevant planning documents submitted to comply with the Goal 5 administrative rule requirement for an inventory of significant mineral and aggregate resource sites are all ambiguous, and none of those documents clearly states that they are an inventory of significant mineral and aggregate resource sites, a board of county commissioners' interpretation that an inventory that was submitted for acknowledgment by LCDC

showed both "significant" mineral and aggregate sites and mineral and aggregate sites for which there was not enough information to complete Goal 5 planning is not "inconsistent with the express language of the comprehensive plan," and therefore is not reversible under ORS 197.829(1)(a). Where the other bases that would also authorize LUBA to reverse the interpretation set out in ORS 197.829(1)(b), (c), and (d) also do not apply, LUBA must affirm the interpretation. *Delta Property Company, LLC v. Lane County*, 72 Or LUBA 250 (2015).

29.4 Comprehensive Plans – Interpretation. A zoning ordinance regulation that allows fill if it will not increase the elevation of land is not necessarily inconsistent with a comprehensive plan provision that bans fill altogether, where fill only qualifies as fill, as defined in the comprehensive plan, if the fill will raise the elevation of land. *Pennock v. City of Bandon*, 72 Or LUBA 379 (2015).

29.4 Comprehensive Plans – Interpretation. Where a potentially dispositive issue under a zoning code requirement that development be served by public facilities is whether a private septic system qualifies as "public facilities," LUBA will reject arguments in respondent's brief that the city council relied on a comprehensive plan definition of "public facilities" that might be broad enough to include private septic systems as public facilities, where nothing in the city council's decision suggests the city council relied on the comprehensive plan definition. *Pennock v. City of Bandon*, 72 Or LUBA 379 (2015).

29.4 Comprehensive Plans – Interpretation. For an implied interpretation of a local standard to be adequate for review, the findings embodying the interpretation must carry one possible meaning of the ambiguous language in the standard, and an easily inferred explanation of that meaning. A finding that proposed rezoning to higher density residential use is consistent with a plan policy that requires "good access" to an arterial because the property is located near a minor arterial does not embody an implied interpretation adequate for review to the effect that "good access" is satisfied by physical proximity of the property to the arterial, regardless of the quality of access to that arterial. *Kine v. City of Bend*, 72 Or LUBA 423 (2015).

29.4 Comprehensive Plans – Interpretation. A 1,200 average daily traffic standard for local streets is not a hard and fast standard where other comprehensive plan language makes it clear that level of traffic on a local street is merely "desirable" and a number of other factors are considered in determining whether to classify a street as a "local" street. *LO 138 LLC v. City of Lake Oswego*, 71 Or LUBA 195 (2015).

29.4 Comprehensive Plans – Interpretation. Comprehensive plan descriptions of plan map designations are not properly applied as mandatory permit approval criteria. *Oregon Pipeline Company v. Clatsop County*, 71 Or LUBA 246 (2015).

29.4 Comprehensive Plans – Interpretation. LUBA will affirm a local government's interpretation of the provisions of its comprehensive plan that implement Goal 17 to be as protective as, but not more protective than, Goal 17, where the text of the comprehensive plan provisions make clear that the local government did not intend to regulate coastal shorelands more protectively than Goal 17. *Oregon Coast Alliance v. Curry County*, 68 Or LUBA 233 (2013).

29.4 Comprehensive Plans – Interpretation. LUBA is required under ORS 197.829(1) to affirm a local government's interpretation of a provision of its comprehensive plan that identifies the location of the coastal shorelands boundary as "the top of the seacliff along the seacliff shoreline" as a "general guide as to the location of the [boundary]" rather than a specific minimum elevation, where the interpretation is not inconsistent with the express language of the provision or the comprehensive plan map, and is plausible. *Oregon Coast Alliance v. Curry County*, 68 Or LUBA 233 (2013).

29.4 Comprehensive Plans – Interpretation. Goal 17 provides in part that coastal shorelands must include "adjacent areas of geologic instability where the geologic instability is related to or will impact a coastal water body[.]" In order to be consistent with Goal 17, a cliff erosion geologic hazard analysis that is relied on to determine the location of the coastal shorelands boundary must consider geologic instability from all causes of cliff erosion where the cliff erosion could impact the ocean. A geologic hazard analysis that does not analyze "adjacent areas of geologic instability" from causes of erosion other than waves hitting the shore cannot be relied on to locate the boundary consistent with Goal 17. *Oregon Coast Alliance v. Curry County*, 68 Or LUBA 233 (2013).

29.4 Comprehensive Plans – Interpretation. Goal 17 requires in part that coastal shorelands must include "lands within 100 feet of the ocean shore[.]" A county decision that locates the coastal shorelands boundary at the top of the beach and at the bottom or mid-point of shorefront cliffs is inconsistent with Goal 17, because such locations are arguably where the "ocean shore," as defined in ORS 390.605(2), ends and that interpretation gives little or no depth to the coastal shorelands boundary beyond the "ocean shore" in some places. *Oregon Coast Alliance v. Curry County*, 68 Or LUBA 233 (2013).

29.4 Comprehensive Plans – Interpretation. A Metro regional trail that is 22 miles long and includes a multi-use pathway, trailheads, parking, restrooms, shelters, picnic areas, interpretative and educational facilities etc. can constitute a "park" that is prohibited in regionally significant industrial areas, where the proposed trail falls within the broad definition of "park" as defined in the Metro Code, and treating the regional trail as a "park" is consistent with Metro Framework Plan provisions intended to protect regionally significant industrial areas from public amenities intended to serve persons other than workers or residents in the industrial area. *Terra Hydr Inc. v. City of Tualatin*, 68 Or LUBA 279 (2013).

29.4 Comprehensive Plans – Interpretation. A Metro regional trail that is 22 miles long, connects rivers, parks and natural areas, and includes a number of recreational and educational facilities, is most accurately characterized as a "park" for purposes of a Metro Plan prohibition on parks in regionally significant industrial areas, rather than a transportation facility or "public facility" that is allowed in industrial areas, where the regional trail is not intended to provide transportation for the residents and workers of the industrial area, but is primarily a community recreational amenity. *Terra Hydr Inc. v. City of Tualatin*, 68 Or LUBA 279 (2013).

29.4 Comprehensive Plans – Interpretation. Plan goals requiring that development be "compatible" and seek to "protect" nearby neighborhoods are somewhat subjective. Where a local government recognizes that greater proposed building height and mass could result in incompatibility and (1) reduces the proposed building height, (2) requires that increased building

heights be stepped down next to adjoining residential neighborhoods, (3) requires enhanced design review, and (4) imposes additional minimum setbacks, LUBA will not second guess the city regarding the adequacy of those measure to protect nearby neighborhoods so as to achieve compatibility. *Lowery v. City of Portland*, 68 Or LUBA 339 (2013).

29.4 Comprehensive Plans – Interpretation. LUBA will reject petitioner's challenge to a plan map amendment for a proposal that would result in taller building heights, based on a plan compatibility policy, where the proposal is subject to conflicting plan policies, only one of which supports petitioner's position opposing the increased building height on compatibility grounds, and petitioner fails to challenge the local governments findings balancing those polities to find that the increase building heights equally or betters supports the policies viewed as a whole. *Lowery v. City of Portland*, 68 Or LUBA 339 (2013).

29.4 Comprehensive Plans – Interpretation. In determining whether a comprehensive plan requirement applies directly to an application for permit approval, a local government is performing a function quite similar to the function the city was performing in *Siporen v. City of Medford*, 349 Or 247, 243 P3d 776 (2010), *i.e.*, whether a comprehensive plan requirement is "applicable." Under *Siporen* a local government's interpretations of its comprehensive plan to determine which plan requirements are applicable as individual permit approval criteria are entitled to deference so long as its interpretations are "plausible." If the city's interpretation is plausible, LUBA must defer, even if LUBA believes there is a better interpretation. *Friends of the Hood River Waterfront v. City of Hood River*, 68 Or LUBA 459 (2013).

29.4 Comprehensive Plans – Interpretation. Where one plan strategy directs that lands subject to flooding be designated "Floodplain" and the following plan strategy directs that no permanent structures may be erected in lands subject to flooding unless the structure complies with the "Floodplain" criteria, a local governing body's interpretation of those plan strategies to require application of the "Floodplain" criteria only in areas that have already been designated "Floodplain" runs afoul of ORS 174.010 by failing to "give effect" to the second strategy and by "inserting what has been omitted" in the second strategy by inserting a requirement that the lands subject to flooding must have been zoned "Floodplain." *Friends of the Hood River Waterfront v. City of Hood River*, 68 Or LUBA 459 (2013).

29.4 Comprehensive Plans – Interpretation. If a governing body intended that its land use regulations fully implement its comprehensive plan, so that the plan could never operate as a source of permit approval standards, it presumably would not have adopted a conditional use permit criterion that requires conditional uses "shall be consistent with the comprehensive plan." *Friends of the Hood River Waterfront v. City of Hood River*, 67 Or LUBA 179 (2013).

29.4 Comprehensive Plans – Interpretation. Where comprehensive plan goals and policies are directed at structures, development, floodplains and flood hazard areas, and the local governing body does not specifically address the text of those goals and policies in concluding that they do not apply and approving a building to be constructed in the floodplain, remand is required so that the governing body can explain why the text of those goals and policies supports its position that they do not apply. *Friends of the Hood River Waterfront v. City of Hood River*, 67 Or LUBA 179 (2013).

29.4 Comprehensive Plans – Interpretation. A comprehensive plan and zoning ordinance standard that requires a city to apply to annexed properties the city zone that "most closely approximates" the "standards," "density," and "uses" in the existing county zone requires a three-pronged inquiry. The city's choice of a zone will be affirmed where standards in the zone the city applied and the standards in the zone petitioners believe should have been applied are identical, the density in the zone applied by the city is closer to the county zone, and the two zones are equally approximate for 33 of the uses allowed in the county zone and the zone favored by petitioners more closely approximates 13 uses. *Mintz v. City of Beaverton*, 67 Or LUBA 374 (2013).

29.4 Comprehensive Plans – Interpretation. Although interpreting a comprehensive plan policy that requires permit applicants to "provide pedestrian connections with adjacent neighborhoods" to require pedestrian connections with nearby neighborhoods that do not border the property for which permit approval is sought may be "plausible," the city council's less expansive interpretation to require connections only with adjacent neighborhoods that border the proposed development is also "plausible" and therefore not reversible under *Siporen v. City of Medford*, 349 Or 247, 259, 243 P3d 776 (2010). *Rosenzweig v. City of McMinnville*, 66 Or LUBA 164 (2012).

29.4 Comprehensive Plans – Interpretation. LUBA will affirm a governing body's interpretation of comprehensive plan policies that "encourage" alternative energy sources, to allow the county to adopt restrictions on development of wind energy facilities to protect other uses, as long as such restrictions do not preclude the siting of wind energy facilities, because the interpretation is consistent with the text of the comprehensive plan policies. *Hatley v. Umatilla County*, 66 Or LUBA 265 (2012).

29.4 Comprehensive Plans – Interpretation. Where the mandatory Goals and Policies section of a comprehensive plan call for multi-family housing to be located in the city's residential zones and the Goals and Policies say nothing about locating multi-family housing in the city's commercial zone, amending the zoning ordinance to delete multi-family housing as a permitted use in the city's commercial zone is not inconsistent with the comprehensive plan. *Cassidy v. City of Glendale*, 66 Or LUBA 314 (2012).

29.4 Comprehensive Plans – Interpretation. Text of an acknowledged Resource Protection Program may be unambiguous when read in isolation but may be ambiguous when read in context with the ESEE Consequences Determination. *Mark Latham Excavation Inc. v. Deschutes County*, 65 Or LUBA 32 (2012).

29.4 Comprehensive Plans – Interpretation. Representations by a former owner that it only intended to mine 25 acres of an 80-acre site are insufficient legislative history to establish that the acknowledged Resource Protection Program for the site limits mining to 25 acres, where the programs for other sites expressly limited mining geographically but the program for the 80-acre site zoned all 80 acres for mining and imposed no express geographical limits. *Mark Latham Excavation Inc. v. Deschutes County*, 65 Or LUBA 32 (2012).

29.4 Comprehensive Plans – Interpretation. A city planning commission interpretation that a comprehensive plan policy does not apply to a planned unit development application for a cell tower is correct where the text of the policy directs the city to implement one of several means of protecting open space, including adopting planned unit development ordinances, and does not contain any language that suggests that it is intended to apply on a case-by-case basis to individual applications for planned unit development approval that are processed under the city's adopted planned unit development ordinances. *Northgreen Property LLC v. City of Eugene*, 65 Or LUBA 83 (2012).

29.4 Comprehensive Plans – Interpretation. A city planning commission interpretation that a comprehensive plan policy does not apply to a planned unit development application to site a cell tower is not correct, where (1) the text of the policy provides specific and mandatory direction that public facilities "be designed and located" to "preserve[] and enhance" desirable features of the area, (2) the preamble to the applicable comprehensive plan policy refers to "daily decisions" being guided by "site planning," and (3) there is no similar provision in the city's development code that requires the city to consider whether the design and location of a public facility "preserve[s] and enhance[s] desirable features of the area." *Northgreen Property LLC v. City of Eugene*, 65 Or LUBA 83 (2012).

29.4 Comprehensive Plans – Interpretation. A comprehensive plan policy implementing Statewide Planning Goal 3, which states that the county's policy is to "continue to preserve" for farm use lands with agricultural soils, does not impliedly preclude the county from adopting a text amendment that authorizes in the EFU zone one of the non-farm uses allowed on EFU land under ORS 215.283(2). Authorizing on EFU land non-farm uses listed in ORS 215.283(2) is consistent with Goal 3 as a matter of law. *Waste Not of Yamhill County v. Yamhill County*, 65 Or LUBA 142 (2012).

29.4 Comprehensive Plans – Interpretation. Although city governing body interpretations are entitled to considerable deference under *Siporen v. City of Medford*, 349 Or 247, 259, 243 P3d 776 (2010), where there is no reviewable express or implied interpretation, LUBA has nothing to defer to. *Heitsch v. City of Salem*, 65 Or LUBA 187 (2012).

29.4 Comprehensive Plans – Interpretation. Sub-area plan language describing as a "buffer" the neighborhood that includes property proposed for rezoning from a high density residential to a higher density residential zone need not be interpreted to limit density to no more than the median density between the two zones. A planning commission does not err in concluding that the proposed rezone is consistent with the "buffer" description based on other density, height and design restrictions. *Conte v. City of Eugene*, 65 Or LUBA 326 (2012).

29.4 Comprehensive Plans – Interpretation. That a sub-area comprehensive plan map designates an area as "Medium and High Density" does not imply an intent to limit density below the maximum density otherwise allowed under the area's general comprehensive plan map designation and zoning. *Conte v. City of Eugene*, 65 Or LUBA 326 (2012).

29.4 Comprehensive Plans – Interpretation. A city does not err by requiring that an applicant for development approval dedicate and construct a road extension through the area proposed for

development where the transportation system plan shows the road extension. It does not matter that the extension shown on the transportation system plan is conceptual. *Reeves v. City of Wilsonville*, 62 Or LUBA 142 (2010).

29.4 Comprehensive Plans – Interpretation. LUBA will affirm a county governing body's interpretation that an application to change the comprehensive plan map designation for property to Rural Use is not by itself a request for a right to develop more than one residence on the property and therefore need not be concurrently accompanied by a RU zone change application, when that interpretation is consistent with the express language of the provision. *City of Jacksonville v. Jackson County*, 62 Or LUBA 439 (2011).

29.4 Comprehensive Plans – Interpretation. LUBA will affirm a city council's implicit interpretation of a comprehensive plan requirement that amendments affecting less than five "separately owned tax lots" be processed as a minor plan amendment to mean lots or parcels owned by different persons, and reject petitioner's contrary interpretation that "separately owned" means lots or parcels potentially conveyable to different persons, where petitioner does not challenge the city council's interpretation or explain why it is reversible under ORS 197.829(1). *Smith v. City of Salem*, 61 Or LUBA 87 (2010).

29.4 Comprehensive Plans – Interpretation. A comprehensive plan provision prohibiting application of a Rural Residential plan designation to land that is currently designated farm or forest "unless an exception to the applicable Goal 3 or 4 is justified" could be interpreted such that the prohibition does not apply to nonresource land that is not subject to either goal. However, the stronger textual reading is that the qualifier "applicable" simply reflects that the subject property is currently designated under either Goal 3 or Goal 4, whichever is applicable, and an exception to the applicable goal is required in order to redesignate the property to Rural Residential. *Rogue Advocates v. Jackson County*, 60 Or LUBA 392 (2010).

29.4 Comprehensive Plans – Interpretation. Context includes previous versions of an ordinance. Where the previous comprehensive plan expressly permitted nonresource land to be designated Rural Residential, but subsequent plan amendments (1) eliminated that language and replaced it with language restricting the Rural Residential designation to lands subject to an exception to Goals 3 or 4, and (2) adopted a Rural Use designation limited to nonresource lands that do not require an exception, that context suggests that the county intended to restrict the Rural Residential designation to resource lands which require a goal exception, and exclusively employ the Rural Use designation for nonresource lands that do not require a goal exception. *Rogue Advocates v. Jackson County*, 60 Or LUBA 392 (2010).

29.4 Comprehensive Plans – Interpretation. Where a county's Rural Residential plan designation implements OAR 660-004-0040, which applies exclusively to rural residential areas that are subject to Goal 3 or 4 exceptions, and expressly does not apply to nonresource lands not subject to those goals, it is reasonable to presume that the Rural Residential designation also applies exclusively to resource lands for which a Goal 3 or 4 exception is taken, and is not intended to apply to nonresource lands. *Rogue Advocates v. Jackson County*, 60 Or LUBA 392 (2010).

29.4 Comprehensive Plans – Interpretation. As part of a text and context analysis, LUBA may consider any local legislative history in the record for purposes of understanding the intent in adopting the text and context being considered. *Rogue Advocates v. Jackson County*, 60 Or LUBA 392 (2010).

29.4 Comprehensive Plans – Interpretation. LUBA will reverse a governing body's interpretation of an ambiguous plan provision, the text of which can be read to allow nonresource lands to be redesignated Rural Residential, where that interpretation is inconsistent with the text, context, purpose and underlying policy of the plan provision, and contrary to an administrative rule that the plan provision implements. *Rogue Advocates v. Jackson County*, 60 Or LUBA 392 (2010).

29.4 Comprehensive Plans – Interpretation. Because a comprehensive plan is made up of both text and maps, LUBA's deferential standard of review set out at ORS 197.829(1) applies to local government interpretations of plan maps as well as local government interpretations of plan text. *Oregon Shores Cons. Coalition v. Curry County*, 60 Or LUBA 415 (2010).

29.4 Comprehensive Plans – Interpretation. Where a comprehensive plan includes large scale maps or tax lot specific text those maps or text might provide context that would guide or limit a local government's interpretation of a small scale comprehensive plan estuary map that is not tax lot specific. *Oregon Shores Cons. Coalition v. Curry County*, 60 Or LUBA 415 (2010).

29.4 Comprehensive Plans – Interpretation. Where a composite map that is produced by enlarging a small scale comprehensive plan estuary map and applying it to a larger scale tax lot specific map has a fairly significant margin of error, it is plausible to interpret the small scale comprehensive plan estuary map to (1) include an entire small tax lot in a natural management unit, (2) exclude the entire small tax lot in a natural management unit or (3) place the small tax lot partially in a natural management unit and partially in a conservation management unit. In that circumstance, no further explanation is required for the local government's choice among the three plausible interpretations. *Oregon Shores Cons. Coalition v. Curry County*, 60 Or LUBA 415 (2010).

29.4 Comprehensive Plans – Interpretation. Where a comprehensive plan generally describes the resources that were to be protected by designating a natural estuary management unit on a small scale comprehensive plan map in 1981, a petitioner fails to show the local government's failure to interpret the comprehensive plan to include a small tax lot in the natural management unit is inconsistent with the "purpose" or "underlying" policy of the plan, within the meaning of ORS 197.829(1)(b) and (c), where, under the local government's interpretation, the natural estuary management unit still includes all of the resources that the comprehensive plan identified as justifying the natural estuary management unit in 1981. *Oregon Shores Cons. Coalition v. Curry County*, 60 Or LUBA 415 (2010).

29.4 Comprehensive Plans – Interpretation. Where a comprehensive plan in one instance says the city's level of service standard applies to zone changes, but does not state that the standard applies *exclusively* to zone changes, and in another instance the comprehensive plan states that the level of service standard applies when changing land use designations and to development, the

comprehensive plan text does not support the city's ultimate interpretation that the level of service standard applies only to zone changes. *Siporen v. City of Medford*, 59 Or LUBA 78 (2009).

29.4 Comprehensive Plans – Interpretation. Where a comprehensive plan policy calls for a local government to "review parking requirements for residential development with the purpose of reducing the required number of spaces per unit," a legislative decision that amends parking space requirements for multiple family dwellings to increase the required number of parking spaces must be remanded so that the local government can adopt findings that explain how that legislative decision is consistent with the comprehensive plan policy. *Home Builders Association v. City of Eugene*, 59 Or LUBA 116 (2009).

29.4 Comprehensive Plans – Interpretation. A comprehensive plan policy that requires a local government to "review local zoning and development regulations periodically to remove barriers to higher density housing and to make provision for a full range of housing options" does not prohibit the local government from adopting maximum building height limits and off-street parking requirements that might prove to be a barrier to higher density housing or achieving a full range of housing options. The comprehensive plan policy simply requires that the local government assess and correct, on a periodic basis, any land use regulations that prove to be a barrier to housing density or providing a full range of housing options. *Home Builders Association v. City of Eugene*, 59 Or LUBA 116 (2009).

29.4 Comprehensive Plans – Interpretation. Where a land use regulation amendment would inevitably lead to increased impervious surfaces, it is possible that LUBA would remand the amendment so that the enacting local government could adopt findings to explain why such an amendment is consistent with a plan policy that requires that the local government "include measures in local land development regulations that minimize the amount of impervious surface in new development." However, where a petitioner at LUBA simply assumes that lower maximum building heights and increased off-street parking requirements will lead to more impervious surfaces, petitioner fails to set out a basis for reversal or remand. *Home Builders Association v. City of Eugene*, 59 Or LUBA 116 (2009).

29.4 Comprehensive Plans – Interpretation. Where no new roads or intersections are proposed as part of a partition, a hearings officer errs in interpreting a comprehensive plan policy that requires development to be served by adequate roadway facilities to require a showing of compliance with local ordinance criteria and road design standards that apply only to new roads and intersections. *Pelz v. Clackamas County*, 59 Or LUBA 219 (2009).

29.4 Comprehensive Plans – Interpretation. A Metro regional plan requirement that a local government's comprehensive plan map designations be "derived from the general boundaries" on Metro's less detailed maps gives the local government some flexibility in locating the boundaries on its comprehensive plan map. But where Metro's maps designate 308 acres for Industrial use, that flexibility does not allow a local government to designate a significant number of those 308 acres for non-industrial uses. *Graser-Lindsey v. City of Oregon City*, 59 Or LUBA 388 (2009).

29.4 Comprehensive Plans – Interpretation. A Metro regional plan provision that requires the Metro Chief Operating Office to conform Metro's maps to the comprehensive plan mapping that

local governments adopt after Metro adds land to the urban growth boundary suggests that local governments have some authority to deviate from Metro's map designations for the property that is added to the urban growth boundary when they first applies their comprehensive plan map to that property. *Graser-Lindsey v. City of Oregon City*, 59 Or LUBA 388 (2009).

29.4 Comprehensive Plans – Interpretation. A Metro decision to amend the urban growth boundary to include 308 acres for Industrial development that was based on an assumption that only 120 acres of the 308 acres would be developed for Industrial use likely would provide a basis for the local government to plan all but 120 acres of the 308 acres for non-industrial uses. But where the 120 acres the local government designates for industrial uses include acres that were already within the UGB, the local government's comprehensive plan mapping is inconsistent with Metro's map designation for the 308 acres. *Graser-Lindsey v. City of Oregon City*, 59 Or LUBA 388 (2009).

29.4 Comprehensive Plans – Interpretation. Where Metro has designated 308 acres for industrial development, a city decision to plan only 120 of those acres for industrial development based on a finding that Metro only intended 120 acres to be developed industrially must be remanded where the record does not include substantial evidence that Metro only intended 120 of the 308 acres to be developed industrially. *Graser-Lindsey v. City of Oregon City*, 59 Or LUBA 388 (2009).

29.4 Comprehensive Plans – Interpretation. An apparent conflict between regional plan provisions that (1) direct local governments to adopt comprehensive plan maps for property added to the urban growth boundary that are consistent with Metro's maps and (2) direct that Metro conform its maps to the comprehensive plan maps that are adopted by local governments following urban growth boundary amendments could be explained by other regional plan provisions that require local governments to identify lands that are undevelopable or are to be protected from development pursuant to environmental protection mandates. The regional plan directive that Metro conform its maps to the comprehensive plan maps that are adopted by local governments following UGB amendments could be to ensure that Metro's maps identify lands that are undevelopable or are to be protected from development. *Graser-Lindsey v. City of Oregon City*, 59 Or LUBA 388 (2009).

29.4 Comprehensive Plans – Interpretation. An apparent conflict between regional plan provisions that (1) direct local governments to adopt comprehensive plan maps for property added to the urban growth boundary that are consistent with Metro's maps and (2) direct that Metro conform its maps to the comprehensive plan maps that are adopted by local governments following urban growth boundary amendments could be explained if the urban growth boundary amendment itself expressly envisioned that some of the land Metro designated for industrial use would in fact not be put to industrial use. *Graser-Lindsey v. City of Oregon City*, 59 Or LUBA 388 (2009).

29.4 Comprehensive Plans – Interpretation. An apparent conflict between regional plan provisions that (1) direct local governments to adopt comprehensive plan maps for property added to the urban growth boundary that are consistent with Metro's maps and (2) direct that Metro conform its maps to the comprehensive plan maps that are adopted by local governments following urban growth boundary amendments might be avoided if the evidentiary record demonstrates that

land that Metro designated for industrial use at the time of the urban growth boundary amendment is no longer needed to ensure a 20-year regional supply of industrial land. *Graser-Lindsey v. City of Oregon City*, 59 Or LUBA 388 (2009).

29.4 Comprehensive Plans – Interpretation. A city governing body does not err in interpreting comprehensive plan policies that govern "development" to be inapplicable to a proposal to annex and extend sewer service to fully developed property. *Link v. City of Florence*, 58 Or LUBA 348 (2009).

29.4 Comprehensive Plans – Interpretation. A county does not err in interpreting a comprehensive plan policy requiring that airports be compatible with surrounding uses to be satisfied by incorporated findings addressing conditional use permit standards that, the county found, ensure that the airport is compatible with surrounding uses. *Johnson v. Marion County*, 58 Or LUBA 459 (2009).

29.4 Comprehensive Plans – Interpretation. LUBA will affirm a governing body's interpretation of a comprehensive plan policy that requires that development shall comply with "applicable" Department of Environmental Quality (DEQ) standards to not require that the applicant demonstrate that a proposed personal use airport will comply with a DEQ noise program that DEQ has suspended. *Johnson v. Marion County*, 58 Or LUBA 459 (2009).

29.4 Comprehensive Plans – Interpretation. A statement in a city's comprehensive plan that purports to describe the intent of a regional government code requirement is not itself a legal requirement of any kind. *Graser-Lindsey v. City of Oregon City*, 56 Or LUBA 504 (2008).

29.4 Comprehensive Plans – Interpretation. A city does not err by interpreting a comprehensive plan policy that requires the city to "annex lands to the city through a process that considers the effects on public services" to allow it to defer such consideration to an ongoing but unfinished concept planning process where: (1) the concept plan will precede actual urbanization of the annexed areas, (2) the plan will provide the basis for planning and zoning of annexed areas for urban development, and (3) the concept plan will determine how public facilities are extended to annexed areas as they urbanize. *Graser-Lindsey v. City of Oregon City*, 56 Or LUBA 504 (2008).

29.4 Comprehensive Plans – Interpretation. LUBA will remand a decision redesignating non-resource land to rural residential, where it is unclear whether the comprehensive plan limits the rural residential plan designation to lands for which an exception to resource goals is taken, the plan includes a different designation, Rural Use, that is specifically intended for nonresource lands, and the county's findings do not address the issue or provide an interpretation of the relevant plan provisions. *Lofgren v. Jackson County*, 55 Or LUBA 126 (2007).

29.4 Comprehensive Plans – Interpretation. A comprehensive plan policy that directs a county to "adopt large lot zoning to protect rural, agricultural and forest areas," does not apply directly to an application to subdivide rural agricultural land. *Pete's Mtn. Home Owners Assoc. v. Clackamas County*, 55 Or LUBA 287 (2007).

29.4 Comprehensive Plans – Interpretation. A comprehensive plan policy that uses the word "should" is generally not a mandatory approval criterion. *Wolfgram v. Douglas County*, 54 Or LUBA 54 (2007).

29.4 Comprehensive Plans – Interpretation. Even where a comprehensive plan provision might not constitute an independently applicable mandatory approval criterion for a rezoning proposal, it may nonetheless represent a relevant and necessary consideration that must be reviewed and balanced with other relevant plan provisions pursuant to ordinances that require that the proposed rezoning be consistent with applicable plan provisions. *Bothman v. City of Eugene*, 51 Or LUBA 426 (2006).

29.4 Comprehensive Plans – Interpretation. A comprehensive plan policy that expresses a clear policy preference that general office uses buffer commercial and residential uses in a specific area is a policy that must be considered and balanced with other applicable policies in rezoning property in that area that is (1) zoned and developed for general office uses and (2) acts as a buffer between commercial and residential-zoned and developed areas. *Bothman v. City of Eugene*, 51 Or LUBA 426 (2006).

29.4 Comprehensive Plans – Interpretation. LUBA will affirm a governing body's interpretation that only a portion of a coastal shorelands zone is designated as "suitable for water-dependent uses" and therefore subject to a policy that limits non-water-dependent development, where the zone refers to a comprehensive map that depicts only a portion of the zone as being "especially suited for water-dependent uses" and read in context it is clear that the policy is not intended to apply throughout the zone. *Oregon Shores Cons. Coalition v. Coos County*, 51 Or LUBA 500 (2006).

29.4 Comprehensive Plans – Interpretation. Where a proposed plan amendment, zone change and goal exception would result in a split-zoned parcel with the northern portion planned and zoned for residential use and the southern portion planned and zoned for resource use, and a policy in the county's comprehensive plan at least arguably permits land divisions along boundaries separating exception areas from resource lands, and such a division would result in lots smaller than the minimum lot size permitted by the county's acknowledged Goal 14 exception, the county must adopt Goal 14 findings or, if necessary, adopt a specific exception to Goal 14. *Wetherell v. Douglas County*, 51 Or LUBA 730 (2006).

29.4 Comprehensive Plans – Interpretation. Where it is possible to interpret a development code provision to require consideration of more facilities and services than a similar comprehensive plan policy and to require that those facilities and services be already available at the time of annexation, but a local government implicitly interprets the development code policy simply to implement the comprehensive plan policy and to be coextensive with the plan policy, LUBA will defer to that interpretation where there are other development code provisions that support that limited interpretation. *Friends of Bull Mountain v. City of Tigard*, 51 Or LUBA 759 (2006).

29.4 Comprehensive Plans – Interpretation. A county errs in construing a comprehensive plan finding that "lands producing less than eighty cubic feet per acre [cf/ac/yr] per year are generally not used for commercial uses" to define a threshold of 80 cf/ac/yr for "forest lands" protected by

Goal 4, where the text and context indicate that the finding is a statement of historical fact not a minimum threshold, and the county's interpretation is undercut by the fact that the county's Goal 4 plan designations include lands capable of producing 85 cf/ac/yr as prime timberlands, and lands capable of producing considerably less than 80 cf/ac/yr as nonprime timberlands. *Wetherell v. Douglas County*, 50 Or LUBA 167 (2005).

29.4 Comprehensive Plans – Interpretation. Where the drawings that accompany an access management plan are unclear, LUBA will assume that the more detailed construction plans that will be necessary to construct proposed improvements will call for improvements that are consistent with applicable design standards, where there is nothing in the record that suggests otherwise. *Rhodes v. City of Talent*, 50 Or LUBA 415 (2005).

29.4 Comprehensive Plans – Interpretation. Where a comprehensive plan describes the rural industrial plan designation as appropriate for areas where industrial uses are located in close proximity to a natural resource, the county does not err in allowing the expansion of an existing industrial use where the code provisions implementing that designation provide for uses that do not require close proximity to a natural resource and strict application of the plan provision would essentially eviscerate the application of another plan policy that allows limited exceptions for modest expansions of existing industrial uses. *Doob v. Josephine County*, 49 Or LUBA 113 (2005).

29.4 Comprehensive Plans – Interpretation. A detailed water quality resources report that discusses the effects of development on groundwater is sufficient to satisfy a comprehensive plan policy that requires a "Development Impact Statement" addressing the "effect on the groundwater supply." *Dinges v. City of Oregon City*, 49 Or LUBA 376 (2005).

29.4 Comprehensive Plans – Interpretation. The statutory requirement that land use decisions be consistent with acknowledged comprehensive plans does not mean that all parts of the comprehensive plan necessarily are approval standards, or that comprehensive plan provisions that can operate as approval standards are necessarily relevant to all quasi-judicial land use permit applications. *Save Our Skyline v. City of Bend*, 48 Or LUBA 192 (2004).

29.4 Comprehensive Plans – Interpretation. Even if a comprehensive plan provision is a relevant standard for a quasi-judicial land use permit application, it may simply be a relevant consideration that must be considered with other relevant considerations, rather than a mandatory approval criterion that must separately be satisfied along with other mandatory approval criteria. *Save Our Skyline v. City of Bend*, 48 Or LUBA 192 (2004).

29.4 Comprehensive Plans – Interpretation. In determining whether particular comprehensive plan goals and policies are relevant approval criteria for a quasi-judicial land use permit application, it is appropriate to consider first whether the comprehensive plan itself assigns a particular role to those goals and policies. *Save Our Skyline v. City of Bend*, 48 Or LUBA 192 (2004).

29.4 Comprehensive Plans – Interpretation. Where it is not clear from the comprehensive plan map whether the plan designation governing the subject property is a base or an overlay plan designation, LUBA will affirm a governing body's interpretation that the plan designation is an

overlay designation, where the comprehensive plan text does not list or describe the designation as a base plan designation. *Staus v. City of Corvallis*, 48 Or LUBA 254 (2004).

29.4 Comprehensive Plans – Interpretation. Language in the notice of a plan amendment that can be read to say that the plan designation of a parcel was changed from General Industrial to Light Industrial is not a basis to conclude at a later date that the parcel is designated Light Industrial rather than General Industrial, where the plan amendment itself does not change property's plan designation to Light Industrial. *Status v. City of Corvallis*, 48 Or LUBA 254 (2004).

29.4 Comprehensive Plans – Interpretation. LUBA will exercise its discretion under ORS 197.829(2) to interpret a comprehensive plan policy governing commercial zones to be inapplicable to a zone change to an industrial zone, notwithstanding that the proposed use is a commercial use, where the local government interpreted several similar plan policies to be inapplicable, and the context of the plan policy indicates that commercial uses in industrial zones are governed by industrial, not commercial, plan policies. *Staus v. City of Corvallis*, 48 Or LUBA 254 (2004).

29.4 Comprehensive Plans – Interpretation. A comprehensive plan map and a sub-area plan map do not conflict in depicting the plan designation of a particular property, where the comprehensive plan map is at a scale of one inch to 8,000 feet, is not property-specific, and does not clearly indicate whether the plan designation of the property is commercial or residential, while the sub-area plan map is large-scale, property-specific, and clearly depicts the property as commercial. *Knutson Family LLC v. City of Eugene*, 48 Or LUBA 399 (2005).

29.4 Comprehensive Plans – Interpretation. A governing body's interpretations that (1) the transportation system plan (TSP) is part of the city's comprehensive plan, (2) projects described in the TSP supersede transportation projects described in the comprehensive plan, and (3) extension of a different street than contemplated in the TSP is consistent with TSP language intended to allow the city flexibility in choosing which street to extend, are not reversible under ORS 197.829(1). *Comrie v. City of Pendleton*, 47 Or LUBA 38 (2004).

29.4 Comprehensive Plans – Interpretation. Even if routing industrial traffic through a residential subdivision would violate a comprehensive plan policy that "encourages" provision of access to industrial zones "without going through* * * residential areas," allowing traffic to pass along one side of a rural subdivision does not allow traffic to pass through a residential area. *Concerned Citizens v. Malheur County*, 47 Or LUBA 208 (2004).

29.4 Comprehensive Plans – Interpretation. Where the city's new acknowledged comprehensive plan includes a provision stating that existing development zones continue to apply until the new code is acknowledged, it is within the city's discretion under ORS 197.829(1) to interpret that plan provision to resolve any conflicts between the old zoning code and new comprehensive plan designations. *Heilman v. City of Corvallis*, 47 Or LUBA 305 (2004).

29.4 Comprehensive Plans – Interpretation. A city interpretation of a zoning district to allow a large regional hospital within a residentially planned area is not inconsistent with the "underlying policy" or "purpose" of a regional plan that the zoning district was adopted in part to implement.

Although the regional plan, viewed alone, does not envision such regional hospitals within residentially planned areas, the regional plan expressly delegates authority to the city to elaborate on the auxiliary uses that may be allowed in such residential areas and the city has adopted a refinement plan that expressly authorizes regional hospitals in the residentially planned area. *Jaqua v. City of Springfield*, 46 Or LUBA 134 (2004).

29.4 Comprehensive Plans – Interpretation. When a comprehensive plan has overlapping or conflicting policies, it is permissible for a local government to interpret them and apply them in a manner that balances those policies. *Milne v. City of Canby*, 46 Or LUBA 213 (2004).

29.4 Comprehensive Plans – Interpretation. LUBA will affirm a city decision that interprets a comprehensive plan community park policy to describe a type of park and not to impose approval criteria for particular park developments, where relevant plan policies describe four categories of parks within the city, but neither the plan nor the zoning code includes minimum standards for the development of parks. *Monogios and Co. v. City of Pendleton*, 46 Or LUBA 356 (2004).

29.4 Comprehensive Plans – Interpretation. Where a refinement plan policy prohibits "development" of property prior to master plan approval, the code definition of "development" includes excavation and fill, and there is no textual or contextual basis to conclude that "development" for purposes of the policy excludes excavation and fill authorized by a grading permit, then the policy is applicable to a challenged permit authorizing excavation and fill on the property. Because the grading permit "concerns" the application of a comprehensive plan provision, the permit is a land use decision subject to LUBA's jurisdiction. *Jaqua v. City of Springfield*, 46 Or LUBA 566 (2004).

29.4 Comprehensive Plans – Interpretation. A city council interpretation of a comprehensive plan policy that prohibits "highway commercial development" south of a particular intersection as prohibiting "any commercial development" south of the intersection rather than "Highway Commercial" zoning or commercial development with direct access to the highway is not reversibly wrong. *Barton v. City of Lebanon*, 45 Or LUBA 214 (2003).

29.4 Comprehensive Plans – Interpretation. A city's interpretation of comprehensive plan policies that apply to "residential development" as not applying to a proposed radio tower is not inconsistent with the language or apparent purpose of the policies and is therefore not reversible under ORS 197.829(1). *Citizens for Env. Resp. Dev. v. City of Beaverton*, 45 Or LUBA 378 (2003).

29.4 Comprehensive Plans – Interpretation. Arbitrary and inconsistent interpretation of approval criteria in deciding applications for land use permits can provide a basis for reversal or remand; however where a city applies a plan policy to one kind of decision and does not apply it to another kind of decision, the differences in the two decisions can explain the different applications of the plan policy. *Citizens for Env. Resp. Dev. v. City of Beaverton*, 45 Or LUBA 378 (2003).

29.4 Comprehensive Plans – Interpretation. Where a city's interpretation that a broadcast radio tower may be allowed in a residential zoning district as a "private utility" and a "utility substation and related facilities" includes a number of erroneous interpretations of the city's zoning

ordinance, but LUBA identifies a potentially sustainable interpretation of relevant zoning ordinance terms that would appear to permit approval of the radio tower, remand is nevertheless required where there are reasons why the city might not agree with LUBA's interpretation. *Citizens for Env. Resp. Dev. v. City of Beaverton*, 45 Or LUBA 378 (2003).

29.4 Comprehensive Plans – Interpretation. Where a local government adopts unchallenged findings explaining that a demonstration that a proposed conditional use complies with all relevant zoning ordinance criteria is also sufficient to establish that the conditional use complies with the comprehensive plan, petitioners' challenge at LUBA that the conditional use is inconsistent with particular comprehensive plan provisions that are not specifically addressed in the conditional use decision provides no basis for reversal or remand. *Roe v. City of Union*, 45 Or LUBA 660 (2003).

29.4 Comprehensive Plans – Interpretation. A local government interpretation that the subject property constitutes a "neighborhood" for the purpose of determining whether a proposed development is consistent with a plan policy that requires maintaining existing residential density levels within existing neighborhoods is not subject to deference under ORS 197.829(1) because it is inconsistent with the definition of "neighborhood" set out in the zoning ordinance and the dictionary definition of that term. *Roberts v. Clatsop County*, 44 Or LUBA 178 (2003).

29.4 Comprehensive Plans – Interpretation. A local government interpretation that defines "existing residential density levels" as the maximum density allowed in the most intensive residential zoning district within the neighborhood is inconsistent with the text and apparent purpose of a policy that requires the local government to maintain existing residential density levels in established neighborhoods, because it does not take into account the majority of the property in the neighborhood that is zoned and developed at substantially lower density levels. *Roberts v. Clatsop County*, 44 Or LUBA 178 (2003).

29.4 Comprehensive Plans – Interpretation. A city interpretation of a comprehensive plan term "top of the bluff" as the elevation on the property where the steeply pitched face of the bluff stops and a more level part begins is not inconsistent with the express language of the plan. *Crowley v. City of Bandon*, 43 Or LUBA 79 (2002).

29.4 Comprehensive Plans – Interpretation. A zoning map that has a scale of one inch equals 800 feet is not of so gross a scale that it cannot be relied upon to locate a zoning boundary line on a 26-acre parcel. *DLCD v. City of Gold Beach*, 43 Or LUBA 319 (2002).

29.4 Comprehensive Plans – Interpretation. A city is within its discretion to interpret a comprehensive plan provision requiring establishment of a master plan prior to allowing development within a commercial district as being satisfied by the design review process where the city code defines "master plan" as a plan created through the land use review process governing design review and conditional use review, and the city does not have an independent process for establishing a master plan. *Barman v. City of Cornelius*, 42 Or LUBA 548 (2002).

29.4 Comprehensive Plans – Interpretation. A board of county commissioners does not exceed its interpretive discretion under ORS 197.829(1) when it interprets a comprehensive plan policy to "[e]nsure that traffic attracted to commercial development will not adversely affect

neighborhoods" as being limited to examining traffic impacts on "residential" neighborhoods and to the "local" streets that serve such residential neighborhoods. *Swyter v. Clackamas County*, 42 Or LUBA 30 (2002).

29.4 Comprehensive Plans – Interpretation. A board of county commissioners acts within its interpretive discretion under ORS 197.829(1) where it interprets a comprehensive plan policy to "[e]nhance energy conservation and transportation system efficiency by locating opportunities for housing near work and shopping areas" to be met in the "obverse" situation where a proposal would "locate work and shopping areas near housing." *Swyter v. Clackamas County*, 42 Or LUBA 30 (2002).

29.4 Comprehensive Plans – Interpretation. A comprehensive plan provision that directs that a city should work with a county to ensure that certain lands are planned for residential development does not require the city to zone those lands exclusively for residential development. *Dimone v. City of Hillsboro*, 41 Or LUBA 167 (2001).

29.4 Comprehensive Plans – Interpretation. A comprehensive plan policy that the county restrict rural industrial development to uses that will not require improvements at public expense is not necessarily inconsistent with adoption of an urban renewal plan that will provide publicly funded improvements to support future rural industrial development, where the policy can be read in context to allow such improvements. In that circumstance, rather than interpret the policy in the first instance, LUBA will remand a decision approving the urban renewal plan to the county to explain why the urban renewal plan conforms to the policy. *Zimmerman v. Columbia County*, 40 Or LUBA 483 (2001).

29.4 Comprehensive Plans – Interpretation. It is within a governing body's discretion under ORS 197.829(1) to interpret a comprehensive plan provision that allows commercial rezoning of "areas" having "an historical commitment to commercial uses," neither to require a demonstration of exclusive commercial use, nor to require that the "area" under consideration include an entire parcel. *Huff v. Clackamas County*, 40 Or LUBA 264 (2001).

29.4 Comprehensive Plans – Interpretation. Statutory nonconforming use provisions at ORS 215.130 do not prohibit rezoning land to allow uses that would not be allowed to continue as nonconforming uses. Nor is the statute violated or undermined by the county's consideration of a history of illegal commercial uses, in applying a plan provision that allows land that has an "historical commitment" to commercial uses to be rezoned for commercial use. *Huff v. Clackamas County*, 40 Or LUBA 264 (2001).

29.4 Comprehensive Plans – Interpretation. Where a local governing body interprets comprehensive plan provisions not to impose relevant approval criteria for a particular rezoning request it is entitled to great deference on review. However, where a local governing body simply declares that the provisions are not approval criteria without any explanation, the declaration expresses no reviewable interpretation and the declaration is not entitled to deference. *Swyter v. Clackamas County*, 40 Or LUBA 166 (2001).

29.4 Comprehensive Plans – Interpretation. Although rezoning a 1.94-acre parcel from residential to commercial may not violate comprehensive plan policies that require an adequate supply of urban land to meet urban needs and support of transportation systems by locating housing near work and shopping areas, a local government errs in finding that those polices are irrelevant. *Swyter v. Clackamas County*, 40 Or LUBA 166 (2001).

29.4 Comprehensive Plans – Interpretation. Where a generally worded purpose statement in a city's comprehensive plan provides that a zoning designation is intended to confine strip commercial development to its existing locations, but does not expressly provide that the zoning designation may be applied only to those locations, the local government's interpretation of the purpose statement to allow the zoning designation to be applied to other locations so long as it does not result in strip commercial development is not clearly wrong. *Neighbors for Livability v. City of Beaverton*, 40 Or LUBA 52 (2001).

29.4 Comprehensive Plans – Interpretation. LUBA will defer to a city council interpretation of a comprehensive plan annexation policy that requires the city to "insure that there is a five year supply of vacant land within the city," as imposing a general anti-sprawl requirement rather than an absolute requirement that the city include no more than a five-year supply of vacant land. *Hubenthal v. City of Woodburn*, 39 Or LUBA 20 (2000).

29.4 Comprehensive Plans – Interpretation. The existence of vacant land that is planned and zoned for multi-family residential use does not mean there can be no need for additional multi-family residential designated land, where there is a specific multi-family residential need identified and none of the land that is already designated for multi-family residential use is suitable for that specific need. *Hubenthal v. City of Woodburn*, 39 Or LUBA 20 (2000).

29.4 Comprehensive Plans – Interpretation. Where comprehensive plan and zoning ordinance provisions require preservation of "County Road 804" as established by a circuit court decision adopting an official survey of the road, the scope of the survey determines the parts of County Road 804 subject to that protection. That the survey shows no private property boundaries within a certain subdivision crossed by the road is a strong indication the circuit court decision did not intend to establish anything with respect to that subdivision. *Oregon Shores Cons. Coalition v. Lincoln County*, 38 Or LUBA 699 (2000).

29.4 Comprehensive Plans – Interpretation. A county urbanization policy that was adopted to implement Goal 14 must be interpreted consistently with Goal 14's prohibition against approval of urban uses on rural land. *Jackson County Citizens League v. Jackson County*, 38 Or LUBA 37 (2000).

29.4 Comprehensive Plans – Interpretation. A petitioner's arguments that amended land use regulations violate a comprehensive plan policy by increasing housing costs and discouraging infill development provide no basis for remand, where the plan policy encourages both infill and preserving neighborhood livability and the city's findings explain that the regulations are needed to ensure that infill housing development can be accommodated in neighborhoods without eroding livability. *Homebuilders Association v. City of Portland*, 37 Or LUBA 707 (2000).

29.4 Comprehensive Plans – Interpretation. A plan goal requiring preservation of neighborhood diversity does not require diversity of housing designs where, in context, the word "diversity" is properly interpreted to refer to "age, income, race and ethnic background" of the people in the neighborhood rather than housing designs. *Homebuilders Association v. City of Portland*, 37 Or LUBA 707 (2000).

29.4 Comprehensive Plans – Interpretation. The standard of review LUBA must apply to a governing body's interpretation of its own land use regulations is not affected by whether the decision in which the interpretation appears is quasi-judicial or legislative. The deferential standard of review required by *Clark v. Jackson County*, 313 Or 508, 836 P2d 719 (1992), is based on the governing body's presumed better understanding of the intended meaning of its legislation and the governing body's political accountability for that legislation. *Homebuilders Association v. City of Portland*, 37 Or LUBA 707 (2000).

29.4 Comprehensive Plans – Interpretation. Where a local land use regulation requires that a permit application be consistent with any relevant neighborhood plan, neighborhood plan policies which are described in the neighborhood plan as having the force of law are at least potentially relevant approval criteria for the permit. *Hatfield v. City of Portland*, 37 Or LUBA 664 (2000).

29.4 Comprehensive Plans – Interpretation. A hearings officer's interpretation of a neighborhood plan policy as not imposing an absolute traffic reduction requirement is reasonable and correct where that interpretation is consistent with the way the city council has interpreted similarly worded policies in other proceedings and the interpretation is not inconsistent with the language of the policy. *Hatfield v. City of Portland*, 37 Or LUBA 664 (2000).

29.4 Comprehensive Plans – Interpretation. Where an issue was raised below concerning whether a proposed bed and breakfast facility violated a plan policy regulating commercial development and is not addressed in a hearings officer's decision and the policy itself and related plan and land use regulation provisions are unclear whether the policy applies, LUBA will remand the decision. *Hatfield v. City of Portland*, 37 Or LUBA 664 (2000).

29.4 Comprehensive Plans – Interpretation. A city council's interpretation that a comprehensive plan policy that requires that scenic views be "promoted and protected" is met where a zoning ordinance amendment will not significantly affect scenic views is not "clearly wrong," and must be affirmed by LUBA under ORS 197.829(1) and *Clark v. Jackson County*, 313 Or 508, 836 P2d 710 (1992). *Marine Street LLC v. City of Astoria*, 37 Or LUBA 587 (2000).

29.4 Comprehensive Plans – Interpretation. Where a Goal 4 committed exception imposes a zoning district with a five-acre minimum lot size and a lot of record provision that allows development of lots smaller than five acres but does not impose a specific residential density limit, the county governing body exceeds its interpretive discretion in interpreting the exception as imposing a 2.3-acre minimum residential density. *Columbia Hills Development Co. v. Columbia County*, 36 Or LUBA 691 (1999).

29.4 Comprehensive Plans – Interpretation. Where a city comprehensive plan provision requires a site-specific investigation of natural hazards "prior to development," the city is within

the discretion afforded it by ORS 197.829(1) and *Clark v. Jackson County*, 313 Or 504, 836 P2d 710 (1992), in interpreting that provision to apply at the stage where the city is evaluating a specific proposal for development such as a building permit. *Jebousek v. City of Newport*, 36 Or LUBA 124 (1999).

29.4 Comprehensive Plans – Interpretation. Where a plan policy provides that the purpose of a rural industrial zone is to allow industrial uses in close proximity to the resources upon which they rely, but it is not clear how that policy applies and the list of allowed uses in the rural industrial zone does not appear to be consistent with the policy, LUBA will remand the decision so that the local government can interpret the plan policy in the first instance. *James v. Josephine County*, 35 Or LUBA 493 (1999).

29.4 Comprehensive Plans – Interpretation. A city's interpretation that a plan map designation of a site as a "potential" middle school site allows actual development of the site as a middle school without first amending the plan to remove the word "potential" from the map designation is clearly within the discretion extended to the city by ORS 197.829(1). *Lodge v. City of West Linn*, 35 Or LUBA 42 (1998).

29.4 Comprehensive Plans – Interpretation. A comprehensive plan provision that requires a city to jointly review annexation procedures with the county is satisfied where the decision explains that the city's efforts to involve the county in the proceeding, and the county's choice to minimally participate, satisfy the policy. *Northwest Aggregates Co. v. City of Scappoose*, 34 Or LUBA 498 (1998).

29.4 Comprehensive Plans – Interpretation. Where a city interprets an element of its comprehensive plan as a policy statement intended to guide creation of standards, rather than an approval criterion itself, and that interpretation is not inconsistent with the plan's express language, purpose or underlying policy, LUBA will defer to that interpretation. *Jebousek v. City of Newport*, 34 Or LUBA 340 (1998).

29.4 Comprehensive Plans – Interpretation. In the absence of an explicit statement that provisions of a comprehensive plan are not mandatory approval criteria, whether plan provisions constitute approval criteria depends on a case-by-case analysis of the wording and context of the particular provisions. *Trademark Construction, Inc. v. Marion County*, 34 Or LUBA 202 (1998).

29.4 Comprehensive Plans – Interpretation. Where a county adopts the comprehensive plan of a city pursuant to an intergovernmental agreement, LUBA will not defer to the county's interpretation of the city's plan. *Trademark Construction, Inc. v. Marion County*, 34 Or LUBA 202 (1998).

29.4 Comprehensive Plans – Interpretation. Where a land use regulation requires that a proposed use demonstrate consistency with a comprehensive plan, the local government may measure the consistency of the proposed use with policies and other relevant standards in the comprehensive plan, even ones that, in themselves, may not constitute specific, mandatory approval criteria. *Trademark Construction, Inc. v. Marion County*, 34 Or LUBA 202 (1998).

29.4 Comprehensive Plans – Interpretation. Where petitioner does not demonstrate that a forest management strategy is part of a county's comprehensive plan, petitioner has not carried its burden of showing that the application of the forest management strategy is a land use decision over which LUBA has jurisdiction. *Mount Hood Stewardship Council v. Clackamas County*, 33 Or LUBA 284 (1997).

29.4 Comprehensive Plans – Interpretation. In approving a zone map amendment, the county cannot support a required finding of adequate water on the subject parcel solely by relying on evidence of water on nearby parcels, absent an explanation how that evidence leads to the conclusion that the subject parcel has adequate water, or an interpretation of the county code such that it requires only a showing of adequate water in the area. *Doob v. Josephine County*, 32 Or LUBA 364 (1997).

29.4 Comprehensive Plans – Interpretation. A county's "clarifying policy," which substantively changes the requirements for compliance with the county's policy implementing Goal 4, amounts to an improper amendment of the county's comprehensive plan. *Doob v. Josephine County*, 31 Or LUBA 275 (1996).

29.4 Comprehensive Plans – Interpretation. County findings which conclude that the subject parcel is not suitable for farming, but do not evaluate each of the factors identified in the applicable comprehensive plan policy implementing Goal 3, are inadequate to establish compliance with the plan. *Doob v. Josephine County*, 31 Or LUBA 275 (1996).

29.4 Comprehensive Plans – Interpretation. Where the subject parcel contains soils that are rated Class III when irrigated, the county must consider in its soil evaluation the feasibility of providing irrigation to the parcel. Without such an evaluation, the findings are inadequate to reach a conclusion regarding the suitability of the soil for farm use under the county's comprehensive plan. *Doob v. Josephine County*, 31 Or LUBA 275 (1996).

29.4 Comprehensive Plans – Interpretation. A county cannot rely on findings regarding water quality and quantity on other parcels to satisfy criteria in its comprehensive plan that require a site-specific evaluation of the water supply on the subject parcel, absent a determination that the conditions on surrounding lands can be relied upon to determine the water quality and quantity on the subject parcel. *Doob v. Josephine County*, 31 Or LUBA 275 (1996).

29.4 Comprehensive Plans – Interpretation. Under ORS 197.829(2), in the absence of local findings, LUBA may interpret the applicability of the city's comprehensive plan provisions in the first instance. *Friends of Indian Ford v. Deschutes County*, 31 Or LUBA 248 (1996).

29.4 Comprehensive Plans – Interpretation. It is within the county's interpretive discretion to find that a code provision protecting agricultural land for farm use conflicts with a plan policy that certain land is not suitable for agricultural production and is committed to residential development. *Reeves v. Yamhill County*, 30 Or LUBA 135 (1995).

29.4 Comprehensive Plans – Interpretation. ORS 197.829(2) permits LUBA to determine whether a local government decision is correct, even when local government fails to interpret

adequately a provision of its comprehensive plan or land use regulations. *East Lancaster Neigh. Assoc. v. City of Salem*, 30 Or LUBA 147 (1995).

29.4 Comprehensive Plans – Interpretation. To challenge successfully the city's interpretation of a comprehensive plan format and provisions and the city's conclusion that two plan provisions are not land use regulations, a petitioner must establish that the city's interpretation of the contested plan provisions is clearly wrong. *Fraser v. City of Joseph*, 30 Or LUBA 13 (1995).

29.4 Comprehensive Plans – Interpretation. There is no statutory or administrative law requirement that *all* legislative land use decisions be supported by findings. However, where a challenged legislative land use decision was made by the local governing body and the apparently applicable legal standards at issue on appeal are local comprehensive plan provisions, the interpretation of those provisions must initially be made by the governing body in its decision. *Central Eastside Industrial Council v. Portland*, 29 Or LUBA 429 (1995).

29.4 Comprehensive Plans – Interpretation. A local governing body acts within its interpretive authority in construing a comprehensive plan provision employing nonmandatory language as not imposing a mandatory approval criterion for approval of a subdivision. *Andrews v. City of Prineville*, 28 Or LUBA 653 (1995).

29.4 Comprehensive Plans – Interpretation. Where a local comprehensive plan map amendment standard requires that there be no suitable alternative sites in the "vicinity" of the proposed use, the local governing body may interpret "vicinity" to mean a reasonable area around the site of the proposed use, rather than the entire market area served by the proposed use. *Salem Golf Club v. City of Salem*, 28 Or LUBA 561 (1995).

29.4 Comprehensive Plans – Interpretation. A local government acts within its interpretive discretion in interpreting comprehensive plan policies requiring "protection and preservation" of certain natural resources together with other plan policies calling for construction of a particular roadway to allow construction of the roadway, provided impacts on the natural resources are limited. *Friends of Cedar Mill v. Washington County*, 28 Or LUBA 477 (1995).

29.4 Comprehensive Plans – Interpretation. Where the challenged decision is adopted by the governing body, LUBA may not interpret the applicability of arguably applicable comprehensive plan policies. Rather, the governing body must interpret the applicability of such plan policies in the first instance. *Welch v. City of Portland*, 28 Or LUBA 439 (1994).

29.4 Comprehensive Plans – Interpretation. Where a comprehensive plan goal is written as a directive to a local government, it may not defer a determination of compliance with that plan goal to other jurisdictions. *Welch v. City of Portland*, 28 Or LUBA 439 (1994).

29.4 Comprehensive Plans – Interpretation. Where the local government determined comprehensive plan objectives are mandatory approval standards in a recently appealed local decision, it may not later determine that plan objectives are mere guidelines and not mandatory approval standards in a different decision appealed to LUBA, in the absence of some explanation for the disparity. *Welch v. City of Portland*, 28 Or LUBA 439 (1994).

29.4 Comprehensive Plans – Interpretation. Where comprehensive plan policies conflict, it is permissible for a governing body to consider and balance such plan policies. *Waker Associates, Inc. v. Clackamas County*, 111 Or App 189, 194, 826 P2d 20 (1992). *Welch v. City of Portland*, 28 Or LUBA 439 (1994).

29.4 Comprehensive Plans – Interpretation. Where a comprehensive plan provision potentially applies to a proposal, and a governing body's decision is silent concerning the applicability of such a plan provision, the challenged decision must be remanded for the governing body to interpret the plan provision. *Neuman v. City of Albany*, 28 Or LUBA 337 (1994).

29.4 Comprehensive Plans – Interpretation. LUBA is not required to remand a decision for a local government to interpret its comprehensive plan in the first instance unless petitioners offer some explanation for why they believe the plan provision the local government failed to address in its decision applies in the circumstances presented in the appeal. *Holsheimer v. Columbia County*, 28 Or LUBA 279 (1994).

29.4 Comprehensive Plans – Interpretation. Where a local government interprets a comprehensive plan provision using the word "should" as imposing a nonmandatory consideration, findings demonstrating compliance with the plan provision are not required. *Mazeski v. Wasco County*, 28 Or LUBA 159 (1994).

29.4 Comprehensive Plans – Interpretation. Where a county governing body's interpretation of the term "severe geologic hazard," as used in its comprehensive plan, is not so wrong as to be beyond colorable defense, LUBA will defer to it. *Mazeski v. Wasco County*, 28 Or LUBA 178 (1994).

29.4 Comprehensive Plans – Interpretation. If a city council decision approving a subdivision does not explain how the city interprets relevant comprehensive plan and code provisions to allow a 40-foot street right-of-way, the decision must be remanded for the city council to interpret the local provisions in the first instance. *Woodstock Neigh. Assoc. v. City of Portland*, 28 Or LUBA 146 (1994).

29.4 Comprehensive Plans – Interpretation. Where a challenged decision determines certain comprehensive plan policies are mandatory approval standards applicable to the proposed action, but LUBA cannot determine from the decision what the local government believes those policies require, the decision must be remanded for the local government to interpret the policies. *Beck v. City of Happy Valley*, 27 Or LUBA 631 (1994).

29.4 Comprehensive Plans – Interpretation. If a local government is presented with a plan or land use regulation provision that must be interpreted, and there is a reasonable interpretation that is *consistent* with the "state statute, land use goal or rule the comprehensive plan provision or land use regulation implements," that interpretation may not be rejected by the local government in favor of an interpretation that is *inconsistent* with those statutes, goals or rules. *Historical Development Advocates v. City of Portland*, 27 Or LUBA 617 (1994).

29.4 Comprehensive Plans – Interpretation. Where an acknowledged comprehensive plan inventories certain property as a county park available to meet present and future recreational needs and includes a policy requiring that such property be designated and zoned for recreational use, it is inconsistent with Goal 8 to interpret the plan to allow changing the designation and zoning of that property to non-recreational uses without amending the plan text and demonstrating the amended plan remains in compliance with Goal 8. *Sahagian v. Columbia County*, 27 Or LUBA 592 (1994).

29.4 Comprehensive Plans – Interpretation. Where nothing in its comprehensive plan or code requires that a particular level of service be maintained at affected street intersections at all times, the local government's interpretation of its plan and code as allowing short traffic system failures for infrequent, large, special events is not clearly wrong, and LUBA will defer to it. *Heine v. City of Portland*, 27 Or LUBA 571 (1994).

29.4 Comprehensive Plans – Interpretation. If the local government interpretation of an applicable comprehensive plan provision expressed in a challenged decision is unclear, such that LUBA cannot determine whether the findings supporting the decision are adequate to demonstrate compliance with that plan provision, LUBA will remand the decision to the local government to clarify its interpretation. *Furler v. Curry County*, 27 Or LUBA 546 (1994).

29.4 Comprehensive Plans – Interpretation. A local government acts within its interpretive discretion in interpreting a plan policy that "residential development should only be encouraged" in certain areas not to be an approval standard for individual development applications. *Furler v. Curry County*, 27 Or LUBA 497 (1994).

29.4 Comprehensive Plans – Interpretation. Where petitioner contends the challenged decision fails to address a comprehensive plan provision that appears to contain a standard applicable to the proposal, the local government must explain in its decision why the plan provision either is inapplicable to the proposal or is satisfied by the proposal. LUBA may not make such determinations in the first instance. *Laine v. City of Rockaway Beach*, 27 Or LUBA 493 (1994).

29.4 Comprehensive Plans – Interpretation. Where a challenged decision incorrectly concludes arguments based on an arguably applicable comprehensive plan provision are precluded by the acknowledgment of an earlier decision, and does not interpret that plan provision, LUBA must remand the decision for the local government to interpret the plan provision in the first instance. *Rea v. City of Seaside*, 27 Or LUBA 443 (1994).

29.4 Comprehensive Plans – Interpretation. LUBA lacks authority to interpret local comprehensive plan provisions in the first instance. Where certain comprehensive plan policies are arguably applicable to a development application and the challenged decision approving or denying that application does not include an interpretation of those policies, LUBA must remand the decision so the local government can interpret and apply its plan policies. *Barrick v. City of Salem*, 27 Or LUBA 417 (1994).

29.4 Comprehensive Plans – Interpretation. Where a school district concludes a proposed school site complies with a city's comprehensive plan in a school district proceeding in which the

city participates, the city council nevertheless may reach a contrary conclusion concerning the proposed site's compliance with the city comprehensive plan in a subsequent city proceeding. *Salem-Keizer School Dist. 24-J v. City of Salem*, 27 Or LUBA 351 (1994).

29.4 Comprehensive Plans – Interpretation. Where the applicability of local comprehensive plan or land use regulation provisions is ambiguous, the local government is entitled to considerable deference in determining their applicability. *Salem-Keizer School Dist. 24-J v. City of Salem*, 27 Or LUBA 351 (1994).

29.4 Comprehensive Plans – Interpretation. A local government interpretation of its comprehensive plan and zoning code, that approval of a school at a particular site requires compliance with a plan policy concerning schools, is not so wrong as to be reversible under ORS 197.829, notwithstanding that the relevant zoning district lists schools as a permitted use at the subject site. *Salem-Keizer School Dist. 24-J v. City of Salem*, 27 Or LUBA 351 (1994).

29.4 Comprehensive Plans – Interpretation. It is reasonable to expect that a local government, in applying subjective comprehensive plan and code provisions, will include interpretive findings in its final decision. The parties to such local proceedings should know to include arguments concerning proper interpretation of such provisions in their presentations. *Salem-Keizer School Dist. 24-J v. City of Salem*, 27 Or LUBA 351 (1994).

29.4 Comprehensive Plans – Interpretation. A comprehensive plan policy concerning financial participation by developers in "off-site improvements" does not apply to improvements required within the subject property's frontage along an abutting street, even though the subject property does not obtain access directly from that street. *J.C. Reeves Corp. v. Clackamas County*, 27 Or LUBA 318 (1994).

29.4 Comprehensive Plans – Interpretation. Under ORS 197.829(4), if a comprehensive plan provision or land use regulation is clearly designed to implement a statewide planning goal or goals, a local government may not interpret such a plan provision or land use regulation in a manner inconsistent with the goals it implements. *DLCD v. City of Donald*, 27 Or LUBA 208 (1994).

29.4 Comprehensive Plans – Interpretation. A local government interpretation of a plan policy as governing how it inventories, plans and zones its forestland, and as not applying to a decision approving a non-forestland division and dwelling, will be sustained where the interpretation is consistent with the words and apparent purpose of the policy. *Draganowski v. Curry County*, 26 Or LUBA 420 (1994).

29.4 Comprehensive Plans – Interpretation. Where the challenged decision fails to explain whether an arguably relevant comprehensive plan provision imposes limitations on the kinds of uses allowed in the applicable zone, LUBA must remand the decision for such an interpretation. *Murphy Citizens Advisory Comm. v. Josephine County*, 26 Or LUBA 181 (1993).

29.4 Comprehensive Plans – Interpretation. It is impermissible for a local government to amend a land use ordinance or comprehensive plan provision in the guise of interpreting either. *Murphy Citizens Advisory Comm. v. Josephine County*, 26 Or LUBA 181 (1993).

29.4 Comprehensive Plans – Interpretation. Where a question of proper interpretation of a comprehensive plan provision is raised during local proceedings, the interpretation required for LUBA review of the decision on appeal must be provided in the decision. The local government may not supply the interpretation in its brief on appeal. *Eskandarian v. City of Portland*, 26 Or LUBA 98 (1993).

29.4 Comprehensive Plans – Interpretation. Where a comprehensive plan provides that a four-minute response time is critical for certain types of emergencies, a conclusion that a three to five-minute response time for emergency vehicles is adequate to comply with the plan is inadequate to establish compliance with the plan. *Langford v. City of Eugene*, 26 Or LUBA 60 (1993).

29.4 Comprehensive Plans – Interpretation. To find compliance with a local code requirement that schools be adequate to meet anticipated demand, a local government must find that existing school facilities are adequate to serve the proposed project or that they can be made adequate by employing available techniques to maximize school facility capacity. *Langford v. City of Eugene*, 26 Or LUBA 60 (1993).

29.4 Comprehensive Plans – Interpretation. Where a local government's interpretation of its own comprehensive plan that the introductory sections in the land use chapter are not independent approval standards is not clearly wrong, LUBA must defer to that interpretation. *Moore v. Clackamas County*, 26 Or LUBA 40 (1993).

29.4 Comprehensive Plans – Interpretation. A county may interpret a comprehensive plan provision prohibiting plan map amendments designating "forest lands" for rural development as referring to the definition of "forest lands" contained in Goal 4 when the comprehensive plan provision was adopted. Such an interpretation would not allow development that would otherwise be prohibited by the current version of Goal 4 and, therefore, is not inconsistent with the current version of Goal 4. *Westfair Associates Partnership v. Lane County*, 25 Or LUBA 729 (1993).

29.4 Comprehensive Plans – Interpretation. Although a county had in the past applied a predominance test so that a property was not designated forest where less than one half of the property qualified as forestlands, such a test is not required by Goal 4. Findings that explain such a test may result in large parcels containing significant acreage of forestland not being designated for forest use under Goal 4 are adequate to support a decision not to apply the predominance test. *Westfair Associates Partnership v. Lane County*, 25 Or LUBA 729 (1993).

29.4 Comprehensive Plans – Interpretation. Use of comprehensive plan forestland division standards as an aide in determining whether a property includes sufficient forestland to be designated in the comprehensive plan for forest uses under Goal 4 is not an improper use of the forestland division standards. *Westfair Associates Partnership v. Lane County*, 25 Or LUBA 729 (1993).

29.4 Comprehensive Plans – Interpretation. LUBA may not interpret a local government's comprehensive plan in the first instance, rather the local government must interpret its own plan, and LUBA may review that interpretation. *Citizens for Resp. Growth v. City of Seaside*, 25 Or LUBA 367 (1993).

29.4 Comprehensive Plans – Interpretation. LUBA will defer to a local government's determination that provisions in a comprehensive plan requiring the local government to "encourage" particular kinds of activities are not mandatory approval standards. *McGowan v. City of Eugene*, 24 Or LUBA 540 (1993).

29.4 Comprehensive Plans – Interpretation. LUBA may not interpret a local code in the first instance, but rather must review a local government's interpretation of its code. However, a local government interpretation of its code must be adequate for LUBA's review and may not consist of a mere conclusory statement. *DLCD v. Crook County*, 24 Or LUBA 393 (1993).

29.4 Comprehensive Plans – Interpretation. Where a comprehensive plan policy provides that a change from a 10-acre minimum zone to a five-acre minimum zone requires that "parcels are generally five acres," a county's interpretation of this policy to require consideration of the entire 10-acre minimum zoned area that includes the subject property is not "clearly contrary" to the terms of, or "inconsistent with the express language" or "apparent purpose and policy" of, the plan policy and must be upheld. *Thatcher v. Clackamas County*, 24 Or LUBA 207 (1992).

29.4 Comprehensive Plans – Interpretation. Where a county plan policy provides that a particular zone change requires that "parcels are generally five acres," and the county's decision simply states that a total of 58.8 percent of the parcels in the relevant area being five acres or less does *not* satisfy this plan policy, the decision does not interpret what the policy requires, and LUBA will remand the decision so the county can interpret its plan in the first instance. *Thatcher v. Clackamas County*, 24 Or LUBA 207 (1992).

29.4 Comprehensive Plans – Interpretation. A local code or plan provision prohibiting uses in certain areas of a jurisdiction, where those uses would otherwise be permissible under the base zoning district, does not create an implied authorization for the prohibited uses in areas of the jurisdiction not covered by the prohibition. *Goose Hollow Foothills League v. City of Portland*, 24 Or LUBA 69 (1992).

29.4 Comprehensive Plans – Interpretation. Where a comprehensive plan policy specifically provides for formation of service districts within one of three types of designated rural areas, and there is nothing inconsistent with the language of that policy, its context or its purpose in interpreting it as having nothing to do with service districts in the other two types of rural areas, the local government's interpretation of that policy as not precluding formation of service districts in the other two types of rural areas will be sustained. *DLCD v. Marion County*, 23 Or LUBA 619 (1992).

29.4 Comprehensive Plans – Interpretation. Comprehensive plan provisions that govern the circumstances warranting formation of service districts, the permissible scope of sewerage facilities and whether such facilities are to be provided by public or private entities, are correctly

interpreted as not prohibiting the formation of service districts to provide sewerage services. *DLCD v. Marion County*, 23 Or LUBA 619 (1992).

29.4 Comprehensive Plans – Interpretation. Where there is a conflict between (1) plan text describing the geographic location of a Goal 5 forest resource site, and (2) other plan text giving its acreage, resolving that conflict in favor of the geographic location is at least as reasonable as resolving the conflict in favor of the acreage figure, LUBA will defer to the local government's interpretation of its plan. *Davenport v. City of Tigard*, 23 Or LUBA 565 (1992).

29.4 Comprehensive Plans – Interpretation. Where a local government's interpretation of its comprehensive plan Goal 5 inventory is consistent with the plan language and appears to be consistent with the purpose and policy of the plan, LUBA may not reject that interpretation. *Davenport v. City of Tigard*, 23 Or LUBA 565 (1992).

29.4 Comprehensive Plans – Interpretation. Where the record establishes that a proposed street will have the characteristics of both a local street and minor collector street, the question of the proper street designation is debatable, and the choice of which designation to apply is within the local government's discretion. *Davenport v. City of Tigard*, 23 Or LUBA 565 (1992).

29.4 Comprehensive Plans – Interpretation. A county comprehensive plan map with a scale of 1 inch to 9 miles is ambiguous and, therefore, the county must interpret and apply its plan map to specific properties in the first instance. *Larson v. Wallowa County*, 23 Or LUBA 527 (1992).

29.4 Comprehensive Plans – Interpretation. A comprehensive plan policy requiring that certain natural resources be preserved should be interpreted together with the plan Goal 5 inventory, to require the local government to preserve the corresponding natural resource site(s) identified in that inventory. *Larson v. Wallowa County*, 23 Or LUBA 527 (1992).

29.4 Comprehensive Plans – Interpretation. Neither the Goal 2 coordination provision nor similarly worded coordination requirements imposed by local comprehensive plan policies requires affected units of government to agree with the decision ultimately adopted by another government. *ODOT v. Clackamas County*, 23 Or LUBA 370 (1992).

29.4 Comprehensive Plans – Interpretation. Where a plan policy requires that urban services must be provided prior to or concurrent with subdivision approval, a school superintendent's testimony that the expected number of elementary schools students can be accommodated within existing or expanded school facilities utilizing a variety of options, is sufficient to support the local government's finding that the proposed subdivision complies with the plan policy. *Southwood Homeowners Assoc. v. City of Philomath*, 22 Or LUBA 742 (1992).

29.4 Comprehensive Plans – Interpretation. Where a local government interprets a provision in its comprehensive plan requiring provision of urban services prior to or concurrent with subdivision approval as not including school bus service, and that interpretation is not inconsistent with other plan provisions or with the practice of some school districts in the area, the local government's interpretation is within its interpretive discretion. *Southwood Homeowners Assoc. v. City of Philomath*, 22 Or LUBA 742 (1992).

29.4 Comprehensive Plans – Interpretation. A service district is not required to approve sewer and water hookups on a first come, first served basis, where none of the applicable comprehensive plan provisions adopted pursuant to Goal 11 limit the manner in which such hookups must be approved. *Price v. Arch Cape Service District*, 22 Or LUBA 592 (1992).

29.4 Comprehensive Plans – Interpretation. Where a comprehensive plan rural housing policy establishes a projected need for 900 rural dwelling units by the year 2000 to meet seasonal and permanent housing needs, a decision subject to that policy approving a 50-lot subdivision is not required also to find that the proposed subdivision is rural in nature, where the policy does not require such a finding and other plan and code standards limit the allowable residential density. *Reed v. Clatsop County*, 22 Or LUBA 548 (1992).

29.4 Comprehensive Plans – Interpretation. A comprehensive plan standard establishing a minimum building site requirement of one acre is not inconsistent with plan and code requirements that subdivision lots in a zoning district allowing development at a density of one unit per five acres be clustered to provide not less than 30 percent common open space. Such a plan standard simply sets a minimum area requirement for each clustered lot. *Reed v. Clatsop County*, 22 Or LUBA 548 (1992).

29.4 Comprehensive Plans – Interpretation. It is possible to interpret a comprehensive plan standard requiring that "the minimum percentage of common open space shall be 30 percent, excluding roads and property under water," as requiring that the exclusion apply (1) only to the lands subject to the open space requirement, (2) only to the lands that may be used to satisfy the open space requirement, or (3) to both. *Reed v. Clatsop County*, 22 Or LUBA 548 (1992).

29.4 Comprehensive Plans – Interpretation. A local government complies with a plan provision requiring that it "request comments from the School District concerning land use * * * actions," where the local government provides the school district with notice of a proposed PUD preliminary master plan approval. Such a plan provision does not require that the school district make comments, only that comments be requested. *Gerl v. City of Lincoln City*, 22 Or LUBA 512 (1992).

29.4 Comprehensive Plans – Interpretation. A comprehensive plan provision requiring that conflicts between conditional uses and airports be "minimized" is not violated by approval of a proposed conditional use simply because other possible uses allowed in the zone would have *fewer* conflicts with airports. So long as conflicts between the proposed conditional use and airports are minimized, that other possible uses might have fewer conflicts is irrelevant. *Waker Assoc., Inc. v. Clackamas County*, 22 Or LUBA 233 (1991).

29.4 Comprehensive Plans – Interpretation. Where existing code and comprehensive plan provisions impose a higher approval standard than the local government believes is appropriate, the appropriate course is to amend the plan and code. *Boldt v. Clackamas County*, 21 Or LUBA 40 (1991).

29.4 Comprehensive Plans – Interpretation. Comprehensive plan goals and policies that are worded as broad standards establishing policy direction for the local government in its

comprehensive planning efforts are not approval standards for quasi-judicial zone changes. *Angel v. City of Portland*, 21 Or LUBA 1 (1991).

29.4 Comprehensive Plans – Interpretation. A comprehensive plan policy that "new development include sidewalks in [its] design" applies only to new development, and does not require sidewalks along property that is not part of a proposed new development. *White v. City of Oregon City*, 20 Or LUBA 470 (1991).

29.4 Comprehensive Plans – Interpretation. Statements from introductory findings to a comprehensive plan chapter are not plan policies or approval standards for land use decisions. *19th Street Project v. City of The Dalles*, 20 Or LUBA 440 (1991).

29.4 Comprehensive Plans – Interpretation. A particular use could be both a commercial use and an institutional use where the applicable plan and land use regulations do not define "commercial use" and "institutional use" as mutually exclusive use categories. *Sarti v. City of Lake Oswego*, 20 Or LUBA 387 (1991).

29.4 Comprehensive Plans – Interpretation. Plan policies that discourage, but do not preclude, location of commercial uses in residential areas, do not demonstrate that the "institutional uses" allowed in residential zoning districts cannot include "commercial uses." *Sarti v. City of Lake Oswego*, 20 Or LUBA 387 (1991).

29.4 Comprehensive Plans – Interpretation. A local decision maker's refusal to follow a prior erroneous construction of a comprehensive plan policy is not error. *Reeder v. Clackamas County*, 20 Or LUBA 238 (1990).

29.4 Comprehensive Plans – Interpretation. Neither the equal protection clause of the 14th Amendment to the U.S. Constitution nor the equal privileges and immunities provision of Article I, section 20, of the Oregon Constitution requires a local decision maker to adhere to a prior erroneous interpretation of a comprehensive plan policy. *Reeder v. Clackamas County*, 20 Or LUBA 238 (1990).

29.4 Comprehensive Plans – Interpretation. In determining whether a particular comprehensive plan provision is an approval standard, LUBA considers the language used in the plan provision and the context in which it appears. A plan policy that states general objectives in non-mandatory terms is not an approval standard. *Thormahlen v. City of Ashland*, 20 Or LUBA 218 (1990).

29.4 Comprehensive Plans – Interpretation. In determining whether the local government has correctly interpreted and applied the term "open space" in making the appealed decision, LUBA will apply the definitions of that term contained in the local government's comprehensive plan and zoning ordinance. *Schryver v. City of Hillsboro*, 20 Or LUBA 90 (1990).

29.4 Comprehensive Plans – Interpretation. Where the local plan requires that the increased density and smaller lots allowed in a PUD be offset by the provision of "useable open space," such open space must benefit the entire PUD, and cannot consist of the oversize private front and rear yards of the larger lots. *Schryver v. City of Hillsboro*, 20 Or LUBA 90 (1990).

29.4 Comprehensive Plans – Interpretation. Where a local government requires property designated as a significant natural area on its Goal 5 inventory to be developed through its PUD process, and a comprehensive plan provision requires PUD development proposals "to address preservation of wildlife habitat and natural vegetation," the local government has made an OAR 660-16-010(3)(c) "limit conflicting uses" decision, and a decision approving a PUD on such property must be supported by findings demonstrating how wildlife habitat and natural vegetation will be preserved. *Schryver v. City of Hillsboro*, 20 Or LUBA 90 (1990).

29.4 Comprehensive Plans – Interpretation. A comprehensive plan policy that simply directs a county to enter into urban area planning agreements with adjacent jurisdictions to coordinate land use planning does not *adopt* such agreements as part of the comprehensive plan. *City of Portland v. Multnomah County*, 19 Or LUBA 468 (1990).

29.4 Comprehensive Plans – Interpretation. After-the-fact statements by county commissioners and the planning director concerning the intended applicability of plan provisions are not competent legislative history. *Von Lubken v. Hood River County*, 19 Or LUBA 404 (1990).

29.4 Comprehensive Plans – Interpretation. There is no irresolvable conflict between a plan standard directing that golf courses be allowed in an exclusive farm use zone and a plan standard providing that development may not occur on lands capable of sustaining accepted agricultural practices. *Von Lubken v. Hood River County*, 19 Or LUBA 404 (1990).

29.4 Comprehensive Plans – Interpretation. Where plan standards identify nonfarm uses that may be allowed in the county's exclusive farm use zone and require that such uses be "minimized," a plan standard requiring that "development" not occur on lands capable of sustaining accepted farming practices is properly interpreted as not applying to the nonfarm uses specifically allowed in the exclusive farm use zone. *Von Lubken v. Hood River County*, 19 Or LUBA 404 (1990).

29.4 Comprehensive Plans – Interpretation. A plan requirement that the city "strive to maintain at least a five-year supply of land for [particular needs] in the city limits" does not prohibit the use of employment zoned land for nonemployment conditional uses, so long as the city's findings establish that the city has strived to maintain a five-year supply of employment land. *Murphey v. City of Ashland*, 19 Or LUBA 182 (1990).

29.4 Comprehensive Plans – Interpretation. Application of plan agricultural goals requiring preservation of agricultural lands to proposed nonfarm conditional uses in exclusive farm use zones does not effectively prohibit such nonfarm conditional uses, if the ordinance requirement to satisfy the purposes of the plan goals is interpreted and applied by balancing the degree to which a proposed nonfarm use furthers or conflicts with various plan goals and policies. *Rowan v. Clackamas County*, 19 Or LUBA 163 (1990).

29.4 Comprehensive Plans – Interpretation. A plan standard requiring a soils report, with specific content, signed by a registered civil engineer is not necessarily met by *any* soils report with the required content and signed by a registered engineer. Where the plan standard makes it clear that the purpose of the plan standard is to prevent or mitigate safety hazards, the city may

evaluate the required soils report to determine whether such hazards are prevented or mitigated. *J.K. Land Corporation v. City of Gresham*, 19 Or LUBA 66 (1990).

29.4 Comprehensive Plans – Interpretation. Where significant wildlife habitat is identified on maps and inventories in the acknowledged city comprehensive plan, the city may not determine that a site not shown on the map or listed in the inventory includes significant wildlife habitat in acting on an individual development application. *J.K. Land Corporation v. City of Gresham*, 19 Or LUBA 66 (1990).

29.4 Comprehensive Plans – Interpretation. Where the comprehensive plan makes it clear that that a plan policy is to be implemented through the county code provisions governing approval of conditional use permits and site plans for aggregate extraction operations, the plan policy does not provide approval standards for a plan amendment adding a site to the aggregate resources inventory. *Eckis v. Linn County*, 19 Or LUBA 15 (1990).

29.4 Comprehensive Plans – Interpretation. Where comprehensive plan provisions explicitly envision location of commercial uses in residentially zoned areas and impose requirements to mitigate adverse impacts from such proximity, the plan does not prohibit adjoining commercially and residentially planned and zoned properties. *Walker v. City of Beaverton*, 18 Or LUBA 712 (1990).

29.4 Comprehensive Plans – Interpretation. A comprehensive plan policy that states that, in order to minimize conflicts between agricultural and nonagricultural uses, a county "shall develop and implement buffering techniques on the periphery of urban growth boundaries which abut agricultural land," is not an approval standard for a conditional use permit for a nonfarm use far removed from any urban growth boundary. *Weist v. Jackson County*, 18 Or LUBA 627 (1990).

29.4 Comprehensive Plans – Interpretation. A plan policy that approval of nonagricultural uses on farmland be supported by findings that "no feasible alternative site in the area exists which has less impact on agricultural land" requires either (1) an analysis of potential alternative sites and a comparison of the impacts on agricultural land of the proposed use at the subject and alternative feasible sites; or (2) a determination that the proposed use at the subject site will have *no* impacts on agricultural land. *Weist v. Jackson County*, 18 Or LUBA 627 (1990).

29.4 Comprehensive Plans – Interpretation. County interpretation of its plan agricultural land policy to allow it to balance the applicant's need for additional acreage for a golf course, against the county policy favoring retention of EFU-zoned land in large blocks for agricultural use, is a correct interpretation of the county policy. *Douglas v. Multnomah County*, 18 Or LUBA 607 (1990).