

95 DEC -2 PM 2: 19

~~GAY FIELDS~~
DOUGLAS COUNTY CLERK

**CITY OF DRAIN/DOUGLAS COUNTY URBAN GROWTH
MANAGEMENT AGREEMENT**

AGREEMENT BETWEEN THE CITY OF DRAIN, AND DOUGLAS COUNTY, FOR THE JOINT MANAGEMENT OF THE DRAIN URBAN GROWTH AREA AND FOR THE COORDINATION OF LAND USE ACTIVITY IN IDENTIFIED AREAS OF MUTUAL INTEREST.

RECITALS:

- A. The City of Drain (City), and Douglas County (County), are authorized under the provisions of ORS 190.003 to 190.030 to enter into intergovernmental agreements for the performance of any or all functions that a party to the agreement has authority to perform; and
- B. ORS 197.175, 197.190, and 197.250, require counties and cities to prepare and adopt comprehensive plans consistent with statewide planning goals, and to enact ordinances or regulations to implement the comprehensive plans; and
- C. Statewide Planning Goal 14 requires that the establishment and change of urban growth boundaries shall be through a cooperative process between the City and the County; and
- D. The City and the County share a common concern regarding development and use of lands within the Urban Growth Area (UGA) and other identified areas of mutual interest; and
- E. The City and the County are required to have coordinated and consistent comprehensive plans which establish an Urban Growth Boundary (UGB) and a plan for the UGA; and
- F. Statewide Planning Goal 2 requires the City and County to maintain a consistent and coordinated plan for the UGA and UGB when amending their respective comprehensive plans; and
- G. The City and the County recognize that it is necessary to cooperate with each other to implement the City Plan for the UGA.

NOW THEREFORE, THE PARTIES DO MUTUALLY AGREE AS FOLLOWS:

1. Intent of Agreement

1.1. The City and the County hereby establish a procedure to implement the City plan for the Drain Urban Growth Area. The "plan for the UGA" shall consist of the Drain Comprehensive Plan. For purposes of this agreement, the Drain Urban Growth Area (UGA) shall be defined as the unincorporated area within the Drain Urban Growth Boundary (UGB). The City's and County's Comprehensive Plans for the area within the UGA are incorporated in this agreement by reference.

1.2. The Drain Comprehensive Plan (City Plan) and implementing ordinances, in conjunction with this agreement, shall establish the standards and procedures for review and action on comprehensive plan amendments, implementing ordinance changes, proposed land use actions, provision of services, public improvement projects, and other related matters which pertain to implementing the City Plan within the UGA.

1.3. The City shall have jurisdiction, within the UGA, to implement the City Plan using City implementing ordinances.

1.4. The County adopts, and incorporates by reference, the current (current as of the date of this agreement) City Comprehensive Plan, as it applies to the UGA, and the current City implementing ordinances (or codes) and authorizes the City to administer those ordinances or codes within the UGA as provided for in this agreement.

1.4.1 It is recognized that within the UGB a variety of urban services are provided including: sanitary sewer, water, storm drainage, fire protection, parks and recreation, and transportation. Providers of such services contribute both to existing services and future development within UGBs and serve essential functions. It is intended that this agreement serve to strengthen coordination between urban service providers, the County, and the City in order to maximize efficiency of urban service delivery within the UGB.

1.5. All actions as specified by this agreement shall be taken to assure that the City and County comprehensive plans remain consistent and coordinated with each other.

1.6. All land within the UGB may be subject to future annexation, however, establishment of a UGB does not imply that all land within the boundary will be annexed.

1.7. This Urban Growth Management Agreement (UGMA) replaces all prior UGMA's between the City and the County.

2. Definitions

For the purpose of this agreement, the following words, terms and phrases have the following meaning:

2.1. Building Permit: Written authorization to proceed with the construction of improvements subject to state building codes and local development regulations.

2.2. Comprehensive Plan: A generalized, coordinated land use map and policy statement of the governing body of a local government that interrelates all functional and natural systems and activities relating to the use of lands, including but not limited to sewer and water systems, transportation systems, recreational facilities, and natural resources including air and water quality management programs.

2.3. De Novo Hearing: A new hearing held without the benefit of the record of a previous hearing.

2.4. Final Decision: The last scheduled decision making action of the approving authority.

2.5. Implementing Ordinances: The City's standards, criteria, conditions, or other requirements adopted by the governing body under the authority of state law.

2.6. Major Public Works Project: A project which either serves an area-wide need or has significant land use or public facility impacts.

2.7. Public Facility Plan: A document or documents adopted by the City or the County as part of the Comprehensive Plan and meeting the minimum requirements of the Public Facilities Planning Rule as described in OAR Chapter 660, Division 11.

2.8. Quasi-Judicial Proceeding: Any proceeding which requires a discretionary review by public hearing, which may be a contested case, and which places the burden of proof on the applicant. Quasi-judicial actions are initiated by an applicant and applied to a particular property ownership or plan provision.

2.9. Street: The entire right-of-way of any public or private way that provides ingress or egress by vehicle or other means or that provides travel between places by means of vehicles. "Street" includes, but is not limited to: 1) ways described as streets, highways, throughways or alleys; 2) road related structures that are in the right-of-way such as tunnels, culverts or similar structures; and 3) structures that provide for continuity of the right-of-way such as bridges. The term "Road" is synonymous with "Street".

2.10. Transportation Improvements: Any physical facilities that are designed and intended to accommodate the movement of people and goods, and includes a network of streets and roads, bicycle and pedestrian paths, public transit, traffic control devices, channelization, and access management.

2.11. Ultimate Decision Making Authority: The local decision making authority having final jurisdiction.

2.12. Urban Growth Boundary (UGB): A legal boundary line jointly adopted by the City and County to separate urban and urbanizable land from rural land.

2.13. Urban Growth Management Agreement (UGMA): A written agreement between the City and the County pursuant to OAR 660-03-010(2)(c) setting forth the means by which a plan for management of the unincorporated area within the urban growth boundary will be implemented and by which the Comprehensive Plan for the Urban Growth Area may be amended.

3. Amendments to the City Plan and City Implementing Ordinances or Codes.

3.1. All City Plan text or map amendments and all City implementing ordinance (or code) amendments, not including Zone Map amendments, affecting the UGA shall be enacted in accordance with the procedures established in this Section.

3.1.1. All amendments referenced in Subsection 3.1 shall be initially processed by the City. The City shall notify the County of the proposed amendment at least 20 days before the City Planning Commission's first hearing. The City Planning Commission shall consider the County's comments when making its recommendation. The City Planning Commission's recommendation shall be forwarded to the County for comments. The County may provide additional comments prior to the City Council's (Council) final decision. In making its decision, the Council shall consider the comments of the County. The City shall notify the County in writing of its decision.

3.1.2. Within 20 days of receipt of written notice of the Council's decision, the Board of Commissioners (Board) may, on its own motion, notify the City of its intent to review the Council's decision. If the Board fails to respond within 20 days, the Council's decision shall be final and take effect, for the UGA, on the 21st day.

3.1.3. If the Board reviews the Council's decision, the Board shall establish a hearing date for its review which shall be held within 30 days from the date the City is given written notice of the Board's intent to review. If the review is of a quasi-judicial proceeding, it shall be confined to arguments of those who qualified as parties in the proceedings conducted by the City and to a de novo review of the record of the proceeding before the City Council and City Planning Commission. Notice and opportunity to be heard shall be provided as if the hearing were a review of a decision of the County Planning Commission. If the review is not quasi-judicial in nature, the review shall be de novo and any person may appear and be heard. The Board shall render a decision on the review within 30 days after such hearing.

3.1.4. If the Board reviews the Council's decision, the Council's decision shall not take effect in the UGA until 31 days after the hearing by the Board unless the Board affirms the Council's decision before the 31 day period elapses. In such case the Council's decision, if affirmed by the Board, shall take effect immediately upon the decision of the Board. If the Board reverses the Council's decision before the 31 day period elapses, the Council's decision shall not take effect in the UGA and the City may appeal such reversal to the Land Use Board of Appeals within the time period specified in ORS 197.830 and OAR 661-10-015.

3.1.5. If the Board fails to make a decision within 30 days after its hearing, the decision of the Council shall take effect on the 31st day after the Board's hearing.

4. Review Process for Land Use Actions

4.1. Subsection 4.2. applies to the following land use actions being considered in the UGA:

- a. Amendments to the Zoning Map
- b. Conditional Use Permits
- c. Planned Unit Developments
- d. Subdivisions
- e. Partitions
- f. Road Dedications and Vacations
- g. Variances

4.2. All applications for land use actions referenced in Subsection 4.1. shall be initially processed by the City. The City shall notify the County of each application and shall give the County 20 days to comment.

4.2.1. The County's failure to timely respond to the notice shall mean no comment regarding the proposal.

4.2.2. In making its decision, the City shall consider, and is obligated to respond to, as appropriate, all comments made by the County with regard to the notice. The City shall notify the County in writing of all land use decisions, as listed in Subsection 4.1., whether or not the County has commented. If a timely response is received by the City from the County, the County shall have standing to appeal decisions consistent with the appeals process specified in the City implementing ordinances or codes.

5. Review Process for Other Specified Land Use Activities

5.1. The City and County shall use the following process for review and action on legislative amendments not covered under Section 3 of this agreement and public improvement projects specified below which affect land use within the UGA.

5.1.1. The County shall coordinate with and seek comments from the City with regard to the following items, for which the County has ultimate decision making authority, and which affect land use within the UGA. The City's comments shall address consistency of the proposal with the City Plan and this agreement.

- a. Major public works projects sponsored by the County for transportation improvements.
- b. Proposals for significant sewer, water, drainage, solid waste, or transportation improvements.
- c. Proposal for formation of, or changes of organization, boundary or function of special districts, as these terms are defined in ORS 198.705 to ORS 198.710.
- d. Recommendations for designation of an area as a health hazard.

5.1.2. The City shall seek comments from the County with regard to the following items, for which the City has ultimate decision making authority, and which affect land use within the UGA. The County's comments shall address consistency of the proposal with the City Plan and this agreement.

- a. Proposals for significant sewer, water, drainage, solid waste, or transportation improvements.
- b. Proposals for the extension of any City service, utility or facility, or their respective service areas within the UGB.
- c. Major public works projects sponsored by the City for transportation improvements.

5.2. The initiating jurisdiction shall allow the responding jurisdiction 30 days to comment with regard to the items listed in Subsections 5.1.1. and 5.1.2. Failure to timely respond to the proposal shall mean no comment.

5.3. The initiating jurisdiction shall consider and respond to the comments of the responding jurisdiction in making its decision.

6. Approvals for Structural Development (Building Permits)

6.1. Requests for authorization of structural development which can be authorized at the ministerial level, within the UGA, may be initiated at either the City or the County. If initiated at the County, the County will obtain oral concurrence from the City Administrator prior to authorization. The County will give confirmation of the authorization to the City within five working days. If concurrence cannot be obtained from the City, then the request will be forwarded

to the City for their review and action. If the City requires a discretionary structural development review process that precludes oral concurrence, then requests for authorization of structural development shall be initiated at the City.

6.1.1. The City may utilize a discretionary structural development review process if such a process is required by City Ordinances. The City may charge a fee for discretionary structural development review as provided in City Ordinances. Notice of fee changes shall be provided to the County under the process specified in Section 4 of this agreement. The City's discretionary structural development review process may impose additional conditions to approvals of structural development that are necessary to implement the City ordinances.

6.1.2. **Floodplain Certifications:** The County shall be responsible for authorizing floodplain certification on structural development in the City UGA. Such certification shall be consistent with the County's floodplain ordinance except that the City's floor height elevation shall apply if higher than the County standard.

- a. When a request is initially processed by the County, the County may, if appropriate and with the concurrence of the City, approve the land use portion of the request. The County will then review and if appropriate, sign off the floodplain certification clearance, thereby completing the authorization process. The County will give confirmation of the authorization to the City within five working days. If concurrence cannot be obtained from the City then the request will be forwarded to the City and Section 6.1.2.b. of this agreement shall apply.
- b. When a request is initially processed by the City, the City will first review and, if appropriate, approve the land use portion of the request. The City will then forward the request to the County and the County will review and, if appropriate, sign off the floodplain certification clearance, thereby completing the process.

6.2. The County shall have the authority for issuing permits (commonly referred to as "building permits"), as provided for by the State Building Codes Agency, within the UGA.

6.2.1. County issued permits include, but are not limited to: structural, mechanical, plumbing, manufactured dwelling alterations and placement, and manufactured dwelling and recreational vehicle Parks.

6.2.2. The County will not issue a temporary or final occupancy permit for any structural development which is subject to City site plan review conditions or other structural development authorization conditions until such time as the City certifies that the conditions have been fulfilled.

7. Annexations

7.1. City Annexations: The City may annex land or enter into agreements for delayed annexation in accordance with state law.

7.1.1. At least ten days prior to the City's final action, the City shall notify the County of any proposed annexation and permit the County to make comments.

7.1.2 The City shall notify the County of the City's final action on annexation proposals within 14 days of the final action.

7.1.3. Proposals for annexations to the City which are for areas outside the UGB shall be considered concurrently with a proposal to amend the UGB in accordance with Section 3.

8. Urban Services in the UGA

8.1. The extension, development and maintenance of sewer, water and storm drainage facilities shall be consistent with the City Plan and any Master Coordination Agreement that has been made for the extension, development and maintenance of these facilities.

8.2. The City shall be responsible for public facility planning within the UGA unless other arrangements are provided for in the Master Coordination Agreement.

9. Coordination With Urban Service Providers

9.1. The City and County may jointly enter into a Master Coordination Agreement with individual Urban Service Providers in order to promote and strengthen coordination between the City, the County and the various other urban service providers within the UGB (including, but not necessarily limited to, special districts as defined by ORS 450.005, county service districts as defined by ORS 451.410, authorities as defined by ORS 450.710, and corporations and associations). The Master Coordination Agreement should at a minimum:

- a. set out the functional role of all parties for the future provision of urban services within the UGB;
- b. determine the future service area within the UGB for each party;
- c. establish design standards within the respective service areas, and assign responsibilities for planning, constructing and maintaining service facilities within the UGB, as well as for the management and administration of the various urban services;
- d. describe the respective role and responsibility of the City, the County and the Urban Service Provider in the comprehensive planning process, including public facility and transportation planning, plan amendments, periodic review, and amendments to land use regulations;

e. establish procedures and timeframes for providing the other parties with notice of major development proposals, significant capitol improvement projects, and proposed changes to jurisdictional boundaries or service areas;

f. describe the respective role and responsibility of the City, the County and the Urban Service Provider in reviewing, commenting on, or taking action on major development proposals, significant capitol improvement projects, and proposed changes to jurisdictional boundaries or service areas;

g. provide a framework for other measures intended to enhance the efficient, cost effective and timely delivery of urban services;

h. provide a process for resolving disputes between the parties; and

i. establish a process for review and modification of the Master Coordination Agreement.

9.2. Nothing in this Section shall restrict the right of the City or the County to enter into separate special-purpose intergovernmental agreements with each other or with any other entity as provided for by state law. Such other agreements shall not be inconsistent with this UGMA and the Master Coordination Agreement.

10. Standards For Urban Growth Boundary Streets

10.1. Standards for Construction of New Streets

10.1.1. All new streets within the UGB, which are part of a new land division or planned development, shall be constructed to City standards.

10.1.2. The City and County will maintain coordinated urban street construction standards for new streets that are not part of a land division or planned development.

10.1.3. All new streets within the UGB that are not part of a land division or planned development shall be constructed to coordinated urban street construction standards. The coordinated standards would apply County construction standards which would be coordinated to allow for other amenities or improvements the City may require in the future.

10.2. Existing Streets Within the UGB

10.2.1. The County shall maintain all streets in the County road maintenance system until annexed by the City.

10.2.2. Upon annexation, the City agrees to accept jurisdiction of all streets and maintenance responsibility of all streets in the County road maintenance system except major collectors and arterials. Major collectors and arterials excluded under this provision include Cedar Street (Co. Rd. 389) from the intersection with Hwy. 38 to the Drain UGB and Drain Rd. (Co. Rd. 24A) from the City limits to the Drain UGB.

10.2.3. The County shall continue to be responsible for the maintenance of all major collectors and arterials within the County road system unless otherwise agreed to by the City and County.

11. Areas of Mutual Interest

11.1. The City and County agree to establish two Areas of Mutual Interest and recognize two areas of concern for the purpose of protecting vital City water facilities. The areas of mutual interest include the Bear Creek and Allen Creek watersheds. Maps of these two Areas of Mutual Interest are attached to this agreement. In addition to these defined areas of mutual interest, the County will notify the City, as required by the Douglas County Land Use and Development Ordinance, of land use actions surrounding the City's effluent dispersal site and water treatment plant.

11.2. The County shall give the City 14 days advance notice to review and comment on the following activities which apply to the two Areas of Mutual Interest located outside the UGB:

- a. Comprehensive Plan Amendments
- b. Zoning Map Amendments
- c. Planned Developments
- d. Subdivisions
- e. Formation of, or changes of boundary or function of, urban service providers
- f. Major public works projects

11.2.1. The City's failure to timely respond to the notice shall mean no comment regarding the proposal.

11.2.2. In making its decision, the County shall consider, and is obligated to respond to, as appropriate, all comments made by the City with regard to the notice. The County shall notify the City in writing of all land use decisions, as listed in Subsection 11.2., whether or not the City has commented. If a timely response is received by the County from the City, the City shall have standing to appeal decisions consistent with the appeals process specified in the County Land Use and Development Ordinance.

12. Enforcement

12.1. Within the UGA, the City shall be responsible for enforcement of City implementing ordinances (or codes) and optional codes not administered by Douglas County.

12.2. The County shall be responsible, within the UGA, for enforcement of State building codes as specified in Section 6.2. of this agreement.

12.3. The City and County may enter into separate intergovernmental agreements for the enforcement of optional building codes in the UGA and/or enforcement of the Uniform Building Code and other optional codes inside the City Limits.

13. Amendment and Termination

13.1. This agreement may be amended at any time by mutual consent of the parties, after public hearings and adoption by both the City Council and County Board of Commissioners.

13.2. This agreement may be terminated by either party under the following procedure:

a. A public hearing shall be called by the party considering termination. The party shall give the other party notice of hearing at least 60 days prior to the scheduled hearing date. The 60 day period shall be used by both parties to seek resolution of differences.

b. Final action on termination shall not be taken until at least 90 days after the final public hearing.

This Urban Growth Management Agreement is signed and executed this 12th day of November, 1996.

CITY OF DRAIN, OREGON

Marquette Sparks
Mayor

Attest:

Carl A. Patnode
City Recorder

BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, OREGON

ABSENT

11-27-96

Michael J. Winters, Chairman

Joyce Morgan
Joyce Morgan, Commissioner

Doug Robertson
Doug Robertson, Commissioner

City of Drain
Areas of Mutual Interest

