

REVIEWED
HL
LEGAL COUNSEL

For Recording Stamp Only

**AGREEMENT BETWEEN THE CITY OF REDMOND, OREGON AND
DESCHUTES COUNTY, OREGON, FOR THE JOINT MANAGEMENT OF
THE URBAN GROWTH BOUNDARY, THE PLAN FOR THE REDMOND
GROWTH AREA AND THE REDMOND AREA OF MUTUAL INTEREST**

WHEREAS, on July 27, 1982, THE CITY OF REDMOND, hereinafter referred to as "CITY", and DESCHUTES COUNTY, hereinafter referred to as "COUNTY", entered into a Joint Management Agreement (JMA) for coordination of land use planning and development within the Redmond Urban Growth Area (UGA) (Defined below); and

WHEREAS, under the provisions of ORS 190.003 to 190.030, and 197.175; *et seq.* the City and County are authorized to enter into governmental agreements and are required to prepare and adopt Comprehensive Plans consistent with Statewide Planning Goals; and

WHEREAS, the Redmond Urban Area Planning Commission (RUAPC) serves as the planning commission for the City and UGA; and

WHEREAS, the City and County recognize the importance of providing an orderly transition of land and services from County to City jurisdiction and administration as the UGA transitions from a rural to an urban character; and

WHEREAS, ORS 190.003 *et seq.* requires that an intergovernmental agreement contemplating the performance of functions or activities by one unit of local government for another specify the responsibilities between the parties;

NOW, THEREFORE, THE PARTIES DO MUTUALLY AGREE AS FOLLOWS:

1. Definitions.

City Community Development Director. Shall include any designee of the City Community Development Director as well as the Planning Director.

Planning Services. Legislative activities such as adoption and amendment of Comprehensive Plan text and maps and adoption and amendment of land use regulations and quasi-judicial processing of land use actions.

Building Services. Plan review, inspection and enforcement of the State of Oregon's building-related codes for new construction and remodeling.

Limited Transportation Services. Transportation planning; adoption and amendment of road, sidewalk and bicycle policies and standards; establishing transportation-related conditions and exactions as part of processing land use actions.

Redmond Urban Growth Area (UGA). Those areas encompassed with the Redmond Urban Growth Boundary.

Redmond Urban Growth Boundary (UGB). The Urban Growth Boundary is the boundary line shown in the Redmond Urban Area Plan, which separates urban and urbanizable lands in and adjacent to the City of Redmond from rural lands within Deschutes County.

Urban Facilities and Services. Basic facilities that are primarily planned for by local government, but which also may be provided by private enterprises and are essential to the support of development of the UGA in accordance with the Comprehensive Plan. Urban facilities and services include police protection, fire protection, sanitary facilities, storm drainage facilities, streets and roads, planning, zoning and subdivision control, health services, recreation facilities and services, energy and communication services and community governmental services (including schools and transportation).

Redmond Unincorporated Urban Growth Area (UUGA). Those land areas lying within the Urban Growth Boundary but outside the city limits of the City of Redmond.

2. **Intent and Purpose of Agreement.** The intent and purpose of this agreement is for the City and County to:
 - A. Establish a procedure for the implementation of the land use plan for the UGB.
 - B. Improve planning, building and limited transportation services to customers located within the UGA.
 - C. Improve coordination and communication between City and County staff.
 - D. Develop consistent policies and procedures for managing urban growth and development within the UGA.
 - E. Provide for a transition of quasi-judicial planning and/or building services for the UGA from the County to the City.
 - F. Minimize financial impacts of transition.
3. **Preparation and Amendment of Comprehensive Plans and Land Use Regulations.**

A. Authority. The City has exclusive authority for enacting and amending the text of the comprehensive plan and land use regulations within the City, subject to providing the County a twenty day notice and comment period before the first public hearing on any proposed amendments before the RUAPC. Except as otherwise provided for in Paragraph 5 herein, the County hereby delegates to the City responsibility for initiating and processing legislative actions to adopt or amend the County's Comprehensive Plan and Land Use Regulations for the UUGA in accordance with this agreement. The parties agree that, within the UUGA, the Board of County Commissioners ("BOCC") shall retain the authority to initiate and have the City process text amendments in accordance with this Paragraph 3 without charge.

B. Process for exercising delegated responsibilities in the UUGA.

- (1) City staff shall be responsible for processing City and County initiated text amendments and for accepting applications for and processing text amendments proposed by private parties.
- (2) The City shall provide the County with a twenty-day notice before the first hearing of any non-County proposed amendments to the Comprehensive Plan, Plan Map or land use regulations before the RUAPC. The County may comment on the proposed amendments. The City staff shall incorporate the County's comments in the staff report and present them to the RUAPC.
- (3) All proposed amendments within the UUGA shall be submitted to the RUAPC for public hearing and recommendations to the City Council and BOCC. Those of Countywide impact shall also be submitted to the County Planning Commission.
- (4) The City shall transmit all records of the proceedings before the RUAPC to the County within five (5) working days of transmittal of the recommendation to the County.
- (5) No text amendment shall be effective within the UUGA unless it is adopted by the BOCC. The County agrees to set a hearing date within ninety (90) days of receipt of a recommendation from the RUAPC for all ordinances prepared in County format.
- (6) The City staff shall provide primary staff support to the Board on all UUGA text amendments.
- (7) The City staff shall prepare ordinances in County format for adoption by the Board.
- (8) The Redmond City Council shall review and comment on the RUAPC's recommendations to the BOCC for proposed text amendments within the UUGA prior to transmittal to the County.

- (9) The provisions of Title 22, the Deschutes County Development Procedures Ordinance shall be followed for notice and hearing requirements.
 - (10) The City shall hold a hearing for the purpose of amending the City ordinance to adopt a parallel provision for any code amendments. City and County may hold joint hearings. Any issues between City and County shall be worked out between the governing bodies.
- C. The County shall notify the City of all proposed amendments Countywide that will have an impact on the UGA.
 - D. Within 180 days after the adoption of this Agreement, the City shall process and propose to the BOCC such text amendments to the Deschutes County Comprehensive Plan and land use regulations within the UUGA as are necessary to make those documents consistent with the City's Comprehensive Plan and land use regulations. The City shall present those amendments in a form consistent with the County's ordinance and code format.
 - E. City shall be responsible for responding to and complying with any changes in state law that would require changes in the comprehensive plan and land use regulations for the UUGA. City shall be responsible for responding to and complying with any periodic review order and/or periodic review work tasks required by the Oregon Land Conservation and Development Commission (LCDC) and/or the Department of Land Conservation and Development (DLCD).

4. Map Amendments.

Except as otherwise provided for in Paragraph 5, an amendment to the UGA Plan maps or the zoning maps shall be enacted in accordance with the following procedures:

- A. Within the City. The City shall have exclusive jurisdiction for all legislative and quasi-judicial plan map amendments and zoning map changes for lands within the City limits; provided, however, the City shall notify the County of the proposed changes and afford the County a minimum of 20 days for review and comment.
- B. Within the UUGA. The County hereby delegates its authority for processing legislative and quasi-judicial plan map amendments and zoning map changes in the UUGA in accordance with this agreement.
 - (1) The parties agree that the BOCC shall retain the authority to initiate and have processed legislative and quasi-judicial map amendments in accordance with this Paragraph 4 without charge.
 - (2) City planning staff shall accept and process all applications for legislative or quasi-judicial map changes. Such changes shall be processed in accordance with the applicable procedures set forth in Title 22 of the Deschutes County Code. Subject to Paragraph 6 herein, appeals of quasi-judicial map changes shall be heard by the City Council.

- (3) No map change shall be effective unless adopted by the BOCC. The BOCC shall hold a hearing on quasi-judicial map change amendments only if required by ORS 215.431.
- C. Standing to appeal. Either the City or County shall have the right to establish standing to appeal proposed map amendments of the Redmond Urban Area Comprehensive Plan and Zoning Ordinances enacted by the other jurisdiction. Either party may request reconsideration of a decision in accordance with Deschutes County Title 22, Chapter 22.30 - Reconsideration.
5. **Amendment to the UGB.** County hereby retains the authority to accept applications and fees for processing and deciding any amendment of the UGB in accordance with the procedures set out in Title 22 and this Paragraph 5.
- A. Legislative UGB amendments shall be heard by both the RUAPC and the County Planning Commission and by both the City and County governing bodies. Any corresponding plan designation and zoning map amendments may be heard as part of the same process. City and County planning commissions and governing bodies may meet either separately or jointly. Any issues shall be agreed upon by the City and County governing bodies.
- B. Quasi-judicial UGB amendments shall be heard in accordance with Title 22, with any appeal heard before the BOCC. Any corresponding plan designation and zoning map amendments may be heard as part of the same process. City shall be given a twenty-day notice of the proposal before the hearing before Hearing Officer, and any City comments shall be included in the staff report. The amendment shall become effective upon adoption of the amendment by the BOCC. No adoption by the City Council will be required. County shall send a copy of the ordinance adopting the map amendment to the City.
6. **Review Process for Other Land Use Actions.** The City and County shall use the following process for review and action on all proposed land use actions within the UUGA other than those actions identified in Paragraphs 3 - 5 above.
- A. The County hereby delegates all of its authority over applications for land use decisions covered by this paragraph within the UUGA in accordance with the following provisions:
- (1) Applications. The City Community Development Director shall process applications for land use actions covered by this Paragraph 6 and shall accept and process such applications and application fees. The City Community Development Director and hearings bodies shall have the authority to issue final decisions in land use decisions covered by this paragraph in accordance with the provisions set forth herein.
- (2) Staffing. The City shall provide adequate staffing to provide such services. This shall include contracting for the services of a hearing officer consistent with the requirements of Title 22.

- (3) Processing Procedures. The City agrees to process such land use actions according to County procedures (i.e. Deschutes County Code Title 22). In the alternative, the City may submit to the County proposed amendments to the County's regulations to make these procedures consistent with those in the City through the process outlined in Paragraph 3 herein. In the event of conflict, the County's procedures ordinance shall govern over any conflicting provisions of this Agreement or City ordinance.
- (4) Notice. The City shall notify the County of such pending land use actions within the UUGA at least twenty (20) days prior to final administrative action or initial public hearing. The County may comment on the request. The City shall include the County's comments in the staff report and give them consideration in its action.
- (5) State Laws. The City shall adhere to State laws that govern uses or processes, which are different for counties than for cities.
- (6) Interpretation of Ordinances. In making land use decisions within the UUGA, the City shall apply the County's zoning and land division ordinances applicable to lands within the UUGA. The City's Community Development Director and his designees shall have authority to make interpretations of the County's land use regulations within the UUGA, but shall consult with the County's Community Development Director concerning any requests in writing for interpretation of land use regulations. If the County's Community Development Director disagrees with the City's interpretation, the matter can be referred to the RUAPC or Hearings Officer. When appropriate, the City shall use the Declaratory Ruling procedure set forth in Title 22, Chapter 22.40.
- (7) Appeals. Subject to Paragraph 7 herein, appeal of RUAPC or Hearings Officer quasi-judicial decisions shall be to the Redmond City Council. The decision of the Redmond City Council shall be the final decision on appealed applications. There shall be no appeal to the BOCC. The City shall notify the County within five (5) working days of receiving the appeal. The County may participate in the appeal proceeding in accordance with Title 22, Section 22.32.03, Hearing on Appeal.
- (8) County delegated authority to the City under Paragraph 6.A. shall include authority of the City Community Development Director to take any action that County staff is empowered to take under the applicable County land use ordinances to process, decide and implement land use decisions. Where applicable ordinances contemplate signature of a document by the County Planning Director (such as signing conditions of approval agreements, improvement agreements or plats) the City Community Development Director is hereby empowered to execute such documents. Where applicable

ordinances require approval of the County Counsel, Public Works Director, or County Engineer, such authority shall be vested in a City official or agent of similar capacity. The County governing body or a designated member thereof shall retain authority to sign plats affecting land divisions within the UUGA.

- B. The City shall retain jurisdiction over land use decisions within the City of Redmond, and such decisions shall conform to these adopted policies:
- (1) Recognizing that land use decisions within the City affect the area outside the City and within the Urban Growth Boundary, the County's recommendation shall be considered.
 - (2) The City shall send to the County notice of pending land use actions covered by Paragraph 6.B. within the incorporated area. The County shall have not less than ten working days to respond from the date of notification. County recommendations shall be included in the City Staff Report. No response by the County to the request shall be presumed to mean "no staff comment" regarding the proposal.
 - (3) County shall have the right to establish standing to appeal all land use decisions in the City provided that the County has obtained party status in the prior proceeding.
7. **Citizen Involvement Committee.** The City shall continue to recognize the RUAPC as the Citizen Involvement Committee for the UUGA.
8. **Funding; Setting and Collecting Fees.**
- A. Funding of services delegated under this agreement shall be provided through fees collected by the City as set forth in Paragraph 9. B.
 - B. Subject to Paragraphs 3(A) and 4(B) herein, the City shall have authority to collect fees from applicants for processing land use applications and inspections necessary to assure compliance with conditions of approval. Effective July 1, 1998, the County hereby delegates to the City its authority to establish such fees. Until such time as the City adopts its own fee schedule, the City shall use the fee schedule set by the County.
9. **Public Facility Planning.** The City shall be responsible for the preparation, adoption and amendment of the public facility plan required by ORS 197.712(2)(e) with the aid and assistance of the County. The City shall coordinate the preparation of the public facility plan with the County, special districts, state and federal agencies and private providers of public facilities as required by OAR 660-11-015 (2).

10. **Inspection of Improvements in New Developments.** As of the date of this agreement, the City agrees to assume responsibility for approving required improvements constructed in private or public right-of-ways for new development within the UUGA. City's responsibilities under this paragraph shall include plan review, field inspection of constructed improvements and collection of inspection fees.

11. **Area of Mutual Interest.**

A. The City and County hereby agree to establish an Area of Mutual Interest ("AMI") outside of the Redmond Urban Growth Boundary. A map of the Redmond Area of Mutual Interest is attached to the agreement as EXHIBIT "A". This AMI encompasses approximately 505 acres of land located south of the Redmond Municipal Airport. This land is now partially owned by the County, and its character is that of open space or rangeland. The County shall give the City a minimum of twenty (20) working days to review and submit recommendations to the County with regard to the following activities, which apply, to the AMI:

- (1) Provisions of the County Comprehensive plan, or amendments thereto.
- (2) Amendments to the text of the County Zoning Ordinance or to the zoning map.
- (3) Conditional use permits.
- (4) Planned unit developments.
- (5) Subdivisions.
- (6) Major public works projects, including transportation projects.
- (7) Formation of, or changes of boundary or function of, special service districts.
- (8) Other plans or proposals similar to the above.

B. If the City does not make any recommendations to the County within twenty (20) working days after the County gives the City notice of the proposed activities, it shall be presumed that the City has no comments on the proposal. The County shall consider, and, as appropriate, respond to the recommendations of the City in making its decisions.

12. **Special Provisions.**

A. Annexations.

- (1) City annexations shall occur only within the officially adopted Urban Growth Boundary.

- (2) Specific annexation decisions shall be in compliance with applicable land use law and be consistent with governing annexation policies of the City. The City shall provide the County a minimum of fifteen (15) days to review and comment on annexation decisions.
- (3) Both parties anticipate that all the land within the Urban Growth Boundary will eventually be annexed to the City.
- (4) When annexing lands, the City shall annex roads adjacent to lands being annexed.
- (5) Transfer of authority upon annexation:
 - a. Upon annexation, jurisdiction of all land use approvals for any use within the area annexed shall be deemed automatically transferred from the County to the City. Such permits shall remain effective and shall be recognized by the City as if they were made by the City.
 - b. Upon annexation, the City shall administer all land use approvals in the annexed area, implement and enforce such approvals together with all implementing agreements; including, but not limited to: improvement agreements, conditions of approval agreements, bonds and other similar arrangements.
 - c. For land use approvals within the UUGA dated before the date of this Agreement, the City may require new agreements with the developer or owner consistent with the terms of the Agreements previously entered into by Deschutes County and the developer or owner. The City may also require the developer or owner to file surety performance bonds and warranty bonds with the City to satisfy the requirements of the Redmond Subdivision, Site and Design and Zoning Codes. Such bonds shall designate the City as the assured agency.
 - d. For land use approvals within the UUGA dated after the date of this Agreement, all improvement agreements, conditions of approval agreements, annexation agreements, utility agreements and similar agreements shall be approved and signed by the City and the County jointly. All bonds shall designate both the City and County as the assured agencies.

B. Urban Services.

- (1) The Sewerage Facilities Plan, as jointly adopted by the City and the County, shall be the controlling guideline for future sewer construction within the UUGA until more detailed engineering consistent with the Plan's intent is available.

- a. Annexation to the City will be encouraged over formation or expansion of special districts.
 - b. The County will discourage subdivision developments that are not consistent with the facilities plan
- (2) The City, County and their affected agencies shall coordinate the expansion and development of all urban facilities and services for areas within the UUGA in a manner to promote early annexation of said areas to the City.
- a. Provisions for urban facilities and services shall be planned in a manner limiting duplication in an effort to provide greater efficiency and economy of operation.
 - b. The County may accept, in lieu of the construction of public facilities and services, a waiver of remonstrance to the formation of a Local Improvement District filed with the City (upon annexation) relating to the future expansion of urban facilities, services and annexation, as evidence of facilities and services for approval for any subdivision, land partition or other land use application within the UUGA, unless urban facilities and services are required to be provided as part of the development.

C. Building Permits.

- (1) The City shall have authority for building permitting and inspections within the UGB.
- (2) The City agrees to review and obtain County approval for any changes of service providers of contractual building permitting and inspections services.

D. SDCs. Coordination of SDC adoption, revision and collections shall be covered by a separate agreement.

E. Reimbursement Policy for Public Improvements

- (1) The parties recognize that the City has adopted an ordinance establishing a policy whereby an applicant who installs infrastructure improvements that benefit other properties may be reimbursed by the City for an appropriate portion of the cost of these improvements. Installation of such improvements in a timely and orderly fashion will further the coordination of development in the UUGA consistent with this agreement.

- (2) The County hereby delegates to the City all authority necessary or appropriate to implement the reimbursement ordinance within the UUGA.

13. Limited Transportation Services.

- A. Transportation Planning. Pursuant to its responsibilities for public facility planning, the City shall be responsible for developing transportation system plans for the entire UGB. The City and County shall follow the steps outlined under Paragraph 3(B) for this process.
- B. Street Standards and Exactions. To promote uniform street standards, policies and development requirements within the City and UUGA, including promoting a grid system pattern of streets, the City and County agree as follows:
 - (1) The City will submit amendments to the City's street standards, policies and exaction requirements simultaneously to the RUAPC as an amendment to the County's standards and policies within the UUGA.
 - (2) In accordance with Paragraph 3 above, the City shall notify the County Community Development and Public Works directors of the RUAPC hearing on the proposed changes and provide an opportunity for review and comment on the proposal and any changes or revisions thereto.
 - (3) The RUAPC shall hold a public hearing and make a recommendation to the BOCC on these policies and standards.
 - (4) The County agrees to schedule a public hearing on the RUAPC's recommendation within ninety (90) days of receipt from the City.
 - (5) The City Staff shall attend the public hearing(s) to present the RUAPC's recommendation to the BOCC and shall act as staff to the BOCC.
 - (6) Until such time as the County's land use standards and policies are changed through the above process, the City agrees to administer and conform with the County policies and standards. Once the amended land use standards and policies are adopted by the County in accordance with this agreement, the City's standards and policies shall be in full force and effect and the County agrees to administer and conform with such standards.

- 14. Administrative Coordination and Executive Management Committee.** To assure successful implementation of this Agreement, the City and County agree that the Community Development directors of each jurisdiction shall meet on an on-going basis to monitor the activities of each jurisdiction under this agreement. The City and County further agree to establish an executive management committee composed of the Community Development directors, legal counsel and managers of the City and County to review matters as needed.

15. **Enforcement.** City shall be responsible for the enforcement of all land use ordinances within the City limits. City shall also be responsible for the enforcement of all land use ordinances within the UUGA.
16. **Indemnification.** To the extent legally possible, the City shall indemnify, hold harmless, and defend the County, its officials, agents, and employees from and against any and all claims, damages, losses, and expenses (including but not limited to attorney fees) arising in or from its performance or failure to perform the responsibilities delegated to the City by the County. This indemnity provision shall survive the termination of this agreement.
17. **Review, Amendment and Termination.**
- A. This agreement may be reviewed and amended at any time by mutual consent of both parties and after public hearing by the City Council and the BOCC. Said hearing shall be jointly held whenever possible.
 - B. This agreement shall be reviewed, and may be amended, at the time established for review of the City Comprehensive Plan.
 - C. Any modifications in this agreement shall be consistent with the adopted City and County Comprehensive Plans.
 - D. This agreement may be terminated by either party under the following procedure:
 - (1) A public hearing shall be called by the party considering termination. The party shall give the other party notice of hearing at least forty-five (45) days prior to the scheduled hearing date. The forty-five (45) day period shall be used by both parties to seek resolution of differences.
 - (2) Public notice of the hearing shall be in accordance with applicable statewide and local goals and statutes.


An established date for termination of the agreement shall be at least ninety (90) days after the public hearing in order to provide ample time for resolution of differences.
 - E. City and County planning and building staffs shall attempt to informally resolve any disputes regarding conformance with this agreement or regarding the terms, conditions, or meaning of this agreement. For any disputes not resolved through this informal process, the City Council and BOCC shall meet jointly in an attempt to resolve those disputes. Either party may request the services of an outside mediator to resolve any dispute not otherwise resolved through the processes set forth in this subparagraph.

18. Agreement supersedes previous agreements. This agreement replaces the Management Agreement between the City and County dated July 17, 1982, as amended by that certain agreement dated October 14, 1995 and June 23, 1998. Replacement of such previous agreements by this Agreement shall not act to nullify any actions taken by the City pursuant to authority delegated it by those previous agreements.

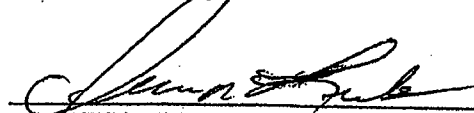
19. Effective date. This agreement shall take effect on August 27, 2002.

DATED this 14th of August, 2002

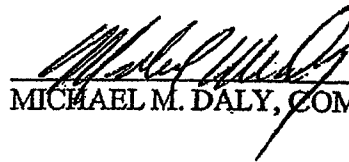
BOARD OF COUNTY COMMISSIONERS



TOM DEWOLE, CHAIR

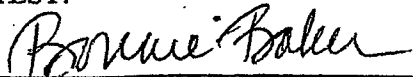


DENNIS R. LUKE, COMMISSIONER



MICHAEL M. DALY, COMMISSIONER

ATTEST:




Recording Secretary

DATED THIS 27 OF August, 2002

CITY OF REDMOND

BY: 
JO ANNE SUTHERLAND,
CITY MANAGER

BY: 
ALAN UNGER, MAYOR

APPROVED AS TO FORM:



STEVE BRYANT, CITY ATTORNEY