

DRAFT INTERGOVERNMENTAL AGREEMENT

October 18, 2005

Note: This DRAFT intergovernmental agreement is presented for illustrative purposes in order to demonstrate some of the potential elements of a “Joint Agreement for Planning Coordination” (Region 2050 Decision-Making Framework Option B). This approach would modify existing adopted urban growth management agreements now in place between Lane County and the Cities of Coburg, Cottage Grove, Creswell, Florence, Junction City, Lowell, Oakridge, Veneta, and Westfir. Potential modifications to the adopted agreements are highlighted. Further modifications will be needed for Eugene and Springfield because there are no adopted Joint Agreements for Planning Coordination between those cities and Lane County.

JOINT AGREEMENT FOR PLANNING COORDINATION, REGIONAL GROWTH MANAGEMENT STRATEGY, AND PREFERRED GROWTH SCENARIO MAP AMONG THE LAND CONSERVATION AND DEVELOPMENT COMMISSION, ENVIRONMENTAL QUALITY COMMISSION, OREGON TRANSPORTATION COMMISSION, WATER RESOURCES COMMISSION, BOUNDARY COMMISSION, (others - name), LANE COUNTY, AND THE CITY OF (name of City) [COBURG, COTTAGE GROVE, CRESWELL, EUGENE, JUNCTION CITY, LOWELL, OAKRIDGE, SPRINGFIELD, VENETA, AND WESTFIR]

THIS AGREEMENT is entered into by the LAND CONSERVATION AND DEVELOPMENT COMMISSION, hereinafter referred to as “LCDC,” by other state agencies (OWRC, EQC, BC, others?), hereinafter referred to as “Other State Agencies,” by LANE COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as “County,” and by the CITY OF (name of City) [COBURG, COTTAGE GROVE, CRESWELL, EUGENE, JUNCTION CITY, LOWELL, OAKRIDGE, SPRINGFIELD, VENETA, AND WESTFIR], a municipal corporation of the State of Oregon, hereinafter referred to as “City.”

WHEREAS, this agreement does not take away or impinge the local autonomy or decision-making authority of any local government that is a party to this agreement;

WHEREAS, ORS 190.010 provides that units of local government may enter into agreements for the performance of any or all functions and activities that a party to the agreement, its officers or agents, have authority to perform;

WHEREAS, ORS 197.656 provides that the LCDC and other state agencies may participate with local governments in a collaborative regional problem-solving process [ORS 197.652-658];

WHEREAS, ORS 197.656(2) provides that the LCDC may acknowledge amendments to comprehensive plans and land use regulations, or new land use regulations, that do not fully comply with the rules of the commission that implement the statewide planning goals, without taking an exception, when the amendments or new provisions are based upon agreements reached by all local participants, the commission, and other participating state agencies, in the collaborative regional problem-solving process [ORS 197.654 and 197.656];

WHEREAS, the local governments and state agencies participating in the Region 2050 Regional Problem Solving Process have reached agreement on a Regional Growth Management Strategy, hereinafter referred to as “Strategy,” and Preferred Growth Scenario Map for the Southern Willamette Valley region;

WHEREAS, OAR 660-021-0020-0030 provide that cities and counties cooperatively may designate urban reserve areas that include an amount of land estimated to be at least a 10-year supply and no more than a 30-year supply of developable land beyond the 20-year time frame used to establish the urban growth boundary;

WHEREAS, ORS 197.656(3) requires a local government that amends an acknowledged comprehensive plan or land use regulation or adopts a new land use regulation in order to implement an agreement reached in a regional problem-solving process to submit the amendment or new regulation to the commission using either the periodic review process in ORS 197.628 to 197.650 or acknowledgement process in ORS 197.251 and ORS 197.656(4) states that the commission “shall have exclusive jurisdiction for review of amendments or new regulations described in subsection (3) of this section;” and ORS 197.658 provides that LCDC may modify an approved work program when a local government has agreed to participate in a collaborative regional problem-solving process pursuant to ORS 197.654 and 197.656. [1996 c.6 §6]

WHEREAS, Statewide Planning Goal 2, Land Use Planning, requires that opportunities shall be provided for review and comment by affected governmental units during preparation, review and revision of plans and implementation ordinances; and Statewide Planning Goal 14, Urbanization, requires that establishment and change of urban growth boundaries (UGBs) shall be a cooperative process between a city and the county that surrounds it;¹

WHEREAS, the administrative rule of the Oregon LCDC concerning Acknowledgment of Compliance with Statewide Planning Goals requires that each jurisdiction requesting Acknowledgment of Compliance include a written statement in its submission setting forth a

¹ URBAN GROWTH BOUNDARIES Urban growth boundaries shall be established and maintained by cities, counties and regional governments to provide land for urban development needs and to identify and separate urban and urbanizable land from rural land. Establishment and change of urban growth boundaries shall be a cooperative process among cities, counties and, where applicable, regional governments. An urban growth boundary and amendments to the boundary shall be adopted by all cities within the boundary and by the county or counties within which the boundary is located, consistent with intergovernmental agreements, except for the Metro regional urban growth boundary established pursuant to ORS chapter 268, which shall be adopted or amended by the Metropolitan Service District.

¹ (c) Six copies of a written statement setting forth the means by which a plan for management of the unincorporated area within the urban growth boundary will be completed and by which the urban growth boundary may be modified (unless the same information is incorporated in other documents submitted in the acknowledgment request), provided that two additional copies shall be required by the Director for counties and coastal jurisdictions;

plan for management of the unincorporated area within the UGB and for modification of the UGB [OAR 660-03-010 (2)];²

WHEREAS, County and City further agree, although not required to do so by statute, to notify each other of certain actions that are inside the city limits or outside the UGB in an area known as the “area of interest;” and

WHEREAS, this agreement supersedes the prior “Joint Agreements for Planning Coordination” adopted between Lane County and City [for Coburg, Cottage Grove, Creswell, Junction City, Lowell, Oakridge, Veneta, and Westfir agreements].

NOW, THEREFORE, LCDC, Other State Agencies, County, and City AGREE that the following process will be used for mutually amending and implementing the Strategy, UGB, and City and County comprehensive plans for lands within the “Areas of Interest” and Metro Plan Boundary [for Eugene and Springfield] as designated on the Preferred Growth Scenario Map in Exhibit “A” to this Agreement:

Note: The “Areas of Interest” are adopted in the Joint Agreements for Planning Coordination Between Lane County and the Cities of Coburg, Cottage Grove, Creswell, Florence, Junction City, Lowell, Oakridge, Veneta, and Westfir; the Metro Plan Boundary is a similar boundary of joint planning coordination for Eugene and Springfield. Some of these Area of Interest boundaries and the Metro Plan Boundary may need to be adjusted to include proposed Urban Reserves in the Preferred Growth Scenario Map.

A. LCDC agrees:

1. To acknowledge the Strategy, Regional Preferred Growth Scenario Map, and supporting documentation and findings to be in compliance with the intent of the Statewide Planning Goals;
2. That the Regional Problem Solving Process and the Regional Growth Management Strategy, as implemented and amended through the terms of this agreement, will fulfill the requirements for Periodic Review for the jurisdictions that are a party to this agreement;
3. That actions taken by the local governments to implement the Regional Strategy, including urban growth boundary amendments, that are demonstrated to be consistent with the locally-adopted and LCDC-acknowledged Preferred Growth Scenario Map and Strategy will not require further acknowledgement or approval by LCDC or the procedures for urban growth boundary amendments in Goal 14;
4. Other?

B. LCDC and Other State Agencies agree to:

1. At the specific request of a local government, base state agency decisions affecting the local government on the Strategy instead of State Administrative Rules for land use when the decision relates to the Preferred Growth Scenario map, or goals, objectives, or actions specified in the Strategy;
2. At the specific request of a local government, base state agency decisions affecting the local government on State Administrative Rules for land use when the local government documents compliance with statewide planning goals and administrative rules in accordance with the procedures set forth in OAR for Post Acknowledgement;
3. At the specific request of a local government, participate in the review, update, and amendment of the Strategy and this agreement in accordance with the procedures set forth in this agreement;
4. Other?

C. County agrees to:

1. Endorse the Strategy, Regional Preferred Growth Scenario Map, and supporting documentation and findings as tools to help guide growth and development in the region;
2. Adopt the *Lane County Preferred Growth Scenario Map* and amend the Lane County Rural Comprehensive Plan to refer to the Strategy and the Map as general guides for future growth and development within the areas on the map that are within the county's jurisdiction.

Note: The *Lane County Preferred Growth Scenario Map* will pertain only to those lands in the region that are within the County's jurisdiction. See "DRAFT Regional Growth Management Strategy Outline" and Regional Technical Advisory Committee Memorandum, "Regional Growth Management Decision-Making Framework Options" for a discussion about what the map contains, how it relates to the existing comprehensive plan map, and how it relates to the timing of urban growth boundary expansions and to the capacity of local public facilities and transportation systems to serve targeted growth in each jurisdiction.

3. Adopt the actions specified in the Strategy with associated documentation of consistency with the Strategy instead of statewide planning goals and administrative rules;
4. At the specific request of a participating City government, co-adopt with the City the actions specified in the Strategy for co-adoption with the County with associated documentation of consistency with the Strategy instead of statewide planning goals and administrative rules;

5. At the specific request of a participating City government, co-adopt with the City land use actions that are not included or addressed in the Strategy or are different from the actions in the Strategy using procedures set forth in OAR for Post Acknowledgement and include findings of compliance with statewide planning goals and administrative rules;
6. Participate in the review, update, and amendment of the Strategy and this agreement in accordance with the procedures set forth in this agreement;

LOCAL PLANNING COORDINATION

7. Provide City with the opportunity to review and comment on the following matters proposed within or by County which fall within the “Area of Interest” as designated in Exhibit “A” to this Agreement prior to County issuing a decision pursuant to state and local law:
 - a. Adoption and/or amendment of site-specific Rural Comprehensive Plan and functional plans;
 - b. Applications for individual land use control considerations, including the following:
 - (1) Rezoning;
 - (2) Conditional or Special Use Permits subject to approval by the Hearings Official;
 - (3) Partitions and Subdivisions;
 - (4) Site Reviews;
 - c. Proposed street or road construction or improvement and associated drainage, dedication or vacation;³
 - d. Park planning;
 - e. Proposed special purpose service districts under County authority; and
 - f. Other similar or related matters of mutual concern, which are agreed upon in writing by both parties to this agreement.
8. Provide City with the opportunity to review and comment on the following matters proposed within or by County for unincorporated areas outside City and inside the UGB prior to County issuing a decision pursuant to state and local law:
 - a. Proposed new or revised planning implementation ordinances; and/or
 - b. Other legislative measures including, but not limited to, zoning and subdivision ordinances, conditional or special permit requirements, and large area zoning or rezoning proposals.
9. Co-adopt with City the following land use actions within unincorporated areas outside City and inside the UGB:

³ Unless such matters are integrated with other matters covered by this Agreement.

- a. Establishment of and changes to UGB; and
- b. Comprehensive Plan and refinement plan adoption and amendments.

D. City agrees to:

- 1. Endorse the Strategy, Regional Preferred Growth Scenario Map, and supporting documentation and findings as tools to help guide growth and development in the region;
- 2. Adopt the *(Name of City) Preferred Growth Scenario Map* and amend the *(Name of City) Comprehensive Plan* to refer to the Strategy and the Map as general guides for future growth and development.

Note: The *(Name of City) Preferred Growth Scenario Map* will pertain only to those lands in the region that are within the City’s jurisdiction. See “DRAFT Regional Growth Management Strategy Outline” and Regional Technical Advisory Committee Memorandum, “Regional Growth Management Decision-Making Framework Options” for a discussion about what the map contains, how it relates to the existing comprehensive plan map, and how it relates to the timing of urban growth boundary expansions and to the capacity of local public facilities and transportation systems to serve the targeted growth in each jurisdiction.

- 3. Adopt the actions specified in the Strategy with associated documentation of consistency with the Strategy instead of statewide planning goals and administrative rules;
- 4. Adopt land use actions that are not included or addressed in the Strategy or are different from the actions in the Strategy using procedures set forth in OAR for Post Acknowledgement and include findings of compliance with statewide planning goals and administrative rules;
- 5. Participate in the review, update, and amendment of the Strategy and this agreement in accordance with the procedures set forth in this agreement;

LOCAL PLANNING COORDINATION

- 6. Provide County with the opportunity to review and comment on the following actions proposed by City prior to City issuing a decision pursuant to state and local law:
 - a. Adoption and/or amendments to Comprehensive Plans and Functional Plans;
 - b. Proposed new or revised planning implementation ordinances and/or other legislative measures including, but not limited to:

- (1) Zoning and subdivision ordinances;
 - (2) Conditional or special permit requirements, and
 - (3) Large area zoning or rezoning proposals;
 - c. Applications for the following land use actions:
 - (1) Wetland projects when identification of a jurisdictional wetland or mitigation occurs outside the city limits;
 - (2) Water and sewer service extensions; and
 - (3) Land use actions that impact County roads.
 - d. Applications for the following land use actions any time the land use action requires City to send notice to an owner of land outside the city limits:
 - (1) Rezoning;
 - (2) Conditional Use Permits;
 - (3) Partitions and Subdivisions;
 - (4) Planned Unit Developments;
 - e. Other similar or related matters of mutual concern, which are agreed upon in writing by both parties to this agreement.
- 7. Co-adopt with County the following land use actions within unincorporated areas outside City and inside the UGB:
 - a. Establishment of and changes to UGB; and
 - b. Comprehensive Plan and refinement plan adoption and amendments.

PROCESS FOR TERMINATING AND MODIFYING THIS AGREEMENT

- E. Any party to this agreement can terminate the agreement after giving the other parties sixty (60) days written notice of the intent to terminate.

REGIONAL STRATEGY MAINTENANCE AND MODIFICATION PROCEDURES

- F. The portions of this agreement related to the Strategy are effective upon signed agreement by all parties; and will automatically renew every year unless terminated by one party giving the other parties sixty (60) days written notice of intent to terminate.
- G. The parties agree to keep each other informed of changed conditions or policies that could have a major impact on the Strategy and to meet, in an agreed-upon timeframe to address these changes and make mid-course modifications to the Strategy;
- H. At a minimum, the parties agree to meet every ten years, or upon the release of U.S. census data, whichever comes sooner, to re-evaluate the Strategy;

I. The parties agree to maintain the data set that constitutes the land need and capacity analysis in compliance with state law and to support the maintenance of the regional data files.

LOCAL PLANNING COORDINATION PROCEDURES

J. The following PROCEDURES will be followed by the County and City in fulfilling this Agreement. The party to whom or by whom the action is proposed is referred to as the originating party. The party receiving the action for review is referred to as the responding party.

1. The originating party shall provide notice to the other party no less than 20 days prior to the first scheduled official action on the proposal.
2. Written comments received by the originating party shall be part of the public record on the proposed action.
3. City and County will act expeditiously in response to notice to provide any comments by specified date so as not to delay unnecessarily action by the other. Lack of response will be interpreted as no objection.
4. City and County will designate staff members to receive notices and to serve as liaison to each other in an effort to provide prompt response to review requests.
5. Either party who has commented or otherwise requests notice of the decision will receive such notice.

K. The parties will meet to negotiate resolution of problems or conflicts concerning interpretation or implementation of the terms of this agreement. A neutral third party may be used, if parties agree, to help facilitate the negotiations.

L. This Agreement may be modified only by mutual written consent of both parties.

M. This agreement commences immediately and will automatically renew every year unless terminated by one party giving the other party sixty (60) days written notice of intent to terminate. Not less than thirty (30) days in advance of termination date, the parties will meet to discuss the reasons for termination.

IN WITNESS WHEREOF the parties have executed this Joint Agreement on the date set opposite their signatures.

CITY OF [name of City]_____

DATE_____ by_____

BOARD OF COUNTY COMMISSIONERS OF LANE COUNTY, OREGON

DATE _____ by _____

OREGON DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT

DATE _____ by _____

OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY

DATE _____ by _____

OREGON DEPARTMENT OF TRANSPORTATION

DATE _____ by _____

OREGON DEPARTMENT OF WATER RESOURCES

DATE _____ by _____

LANE COUNTY LOCAL GOVERNMENT BOUNDARY COMMISSION

DATE _____ by _____