

**AGREEMENT BETWEEN THE CITY OF PHOENIX (CITY), OREGON
AND JACKSON COUNTY (COUNTY), OREGON
FOR THE JOINT MANAGEMENT OF THE PHOENIX URBAN RESERVE**

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

WHEREAS City and County have previously entered into an Intergovernmental agreement setting forth their rights and responsibilities within the Urban Growth Boundary (UGB) and outside the incorporated City boundaries and this Agreement remains in full force and effect; and

WHEREAS under OAR 660-021-0020, City and County are authorized to establish Urban Reserves and City and County have adopted an Urban Reserve as well as plan policies and land use regulations to guide the management of this area pursuant to OAR 660-021-0020; and

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

WHEREAS ORS 190-003, et seq. requires that an Intergovernmental agreement relating to the performance of functions or activities by one unit of local government for another shall be adopted and shall specify the responsibilities between the parties;

NOW, THEREFORE, City and County agree as follows:

1. Definitions

BOC: Jackson County Board of Commissioners.

Comprehensive Plan: State-acknowledged comprehensive plan adopted by City or County.

Council: City of PHOENIX City Council.

LDO: Jackson County's Land Development Ordinance.

Nonresource Land: Land that *is not* subject to the statewide Goals listed in OAR 660-004-0010(1)(a) through (g) except subsections (c) and (d).

Planning Services: Legislative activities, such as adoption and amendment of comprehensive plan text and maps, adoption and amendment of land use regulations, and quasi-judicial processing of land use actions.

Resource Land: Land that is subject to the statewide Goals listed in OAR 660-004-0010(1)(a) through (g) except subsections (c) and (d).

Urban Growth Boundary (UGB): The boundary separating urban and urbanizable lands in and adjacent to City from rural lands under County Jurisdiction.

Urban Growth Boundary Management Agreement (UGBMA): The current agreement between County and City concerning the management of the lands within City's urban growth boundary. Such agreements may be alternatively referred to as "Urban Growth Management Agreements" (UGMAs), "Urban Growth Boundary Agreements" (UGBAs), "Urban Area Management Agreements" (UAMAs) and "Urban Growth Boundary and Policy Agreements" (UGBPAs).

Urban Reserve (UR): Lands outside of a UGB identified as highest priority (per ORS 197.298) for inclusion in the UGB when additional urbanizable land is needed in accordance with the requirements of Statewide Planning Goal 14.

Urban Facilities and Services: Basic facilities that support urban development in accordance with a Comprehensive Plan and that are primarily planned for by cities but also may be provided by counties or districts. Urban facilities and services include, but are not limited to: fire protection, sanitary facilities, potable water delivery, storm drainage facilities, streets and roads (including bike lanes and sidewalks), planning, zoning and subdivision control, health services, parks and recreation facilities and services, transportation and community governmental services.

2. Intent and Purpose of Agreement

The intent and purpose of this Agreement is for City and County to:

- A. Enhance long-range planning in the Urban Reserve.
- B. Maintain and improve coordination and communication between City and County.
- C. Develop consistent policies and procedures for managing urban growth and development within the Urban Reserve.
- D. Minimize impacts to property owners, local governments and service providers related to the transition of property from within the Urban Reserve to within the Urban Growth Boundary.

3. Urban Reserve Planning and Zoning

- A. OAR 660-021-0040(2) requires that development and land divisions in exception areas and on nonresource lands must not hinder the efficient transition to urban land uses and the orderly and efficient provision of urban services. In accordance with this and other requirements in State law, the Jackson County Comprehensive Plan and Land

Development Ordinance will specify an appropriate minimum parcel size for new land divisions in the UR and the following provision will apply:

Prior to approval of any new development, property owners must sign a deed declaration acknowledging that existing or proposed development on their property may be impacted by future urbanization, including the installation of public utilities and streets.

B. Per OAR 660-021-0040(3), for exception areas and nonresource land in the UR, zone amendments allowing more intensive uses, including higher residential density, than permitted by acknowledged zoning at the time of execution of this Agreement shall not be permitted. This regulation shall remain in effect until such time as the land is annexed into the City.

C. Per OAR 660-021-0040(4), resource land that is included in the UR shall continue to be planned and zoned under the requirements of applicable Statewide Planning Goals.

4. Process for Exercising Responsibilities in the Urban Reserve

A. Per OAR 660-021-0050(1), unless otherwise agreed to, designation of the local government responsible for building code administration, enforcement of land use ordinances, and land use regulation in the Urban Reserve shall be:

(i) *Prior to inclusion within the UGB:* County

(ii) *After inclusion within the UGB:* Per current agreement (e.g., UGBMA)

(iii) *After annexation into the City:* City

B. Per OAR 660-021-0050(2), designation of responsibility for the current and future provision of sewer, water, fire protection, parks and recreation, road maintenance and improvements, and stormwater facilities within the UR are described below and shown on the map attached hereto and incorporated herein as "Exhibit 1."

C. Per OAR 660-021-0050(3), the terms and conditions under which responsibility for the provision of urban facilities and services will be transferred or expanded in the UR are described in Section 5, below.

D. Per OAR 660-021-0050(4), and to ensure involvement by affected local governments and special districts, procedures for notification and review of land use actions in the UR to ensure involvement by affected local governments and special districts are as follows:

(i) All land use actions shall be processed by County. After receiving an application or developing a proposal, County will request comments from City and other affected local governments and special districts concerning the requested land use action. County will provide these parties with 45 days notice before the first hearing of any proposed

County Comprehensive Plan, Comprehensive Plan map, zoning map or zoning regulation amendment in the Urban Reserve.

- (ii) Upon request for comments on a land use action in the UR, City and any other affected local governments and special districts will have an opportunity to recommend approval, recommend approval with conditions, or recommend denial of the land use action. In consideration of City's comments, County will recognize that City has a unique interest in ensuring the efficient transition of the UR area from rural to urban land uses.
- (iii) County staff will incorporate any comments received into the staff report and present them to the initial and final hearings body. Additional comments by City or other affected local governments, or special districts, concerning the land use action will be heard and considered as part of County's land use hearing process.

5. Transition Policies Relating to Service Responsibility in the Urban Reserve

- A. *Sanitary Sewer Service.* There will be no provision of these services in the UR until City and/or Rogue Valley Sewer (RVS) services are available consistent with the provisions of Statewide Planning Goal 11, its implementing regulations, and the regulations of the respective sanitary sewer service provider. Subsequent to annexation, City may require hook-up, per City standards, to sanitary sewer services. Nothing in this provision shall limit the ability of individuals to provide individual services, under provisions of applicable State and local law(s), on their own private property within the Urban Reserve. The attached map (Exhibit 1) depicts City's UGB and city limits, within which sanitary sewer service is the responsibility of City and/or RVS. County has no sanitary sewer service responsibilities.
- B. *Potable Water Service.* There will be no public provision of these services in the UR until urban services are available consistent with the provisions of Statewide Planning Goal 11 and the regulations of the respective public water provider. City shall be the sole and only public provider of water, except for existing water districts. Nothing in this provision shall limit the ability of individuals to provide individual services, under provisions of applicable State and local law(s), on their own private property within the Urban Reserve. The attached map (Exhibit 1) depicts City's UGB and city limits, within which potable water service is the responsibility of City. County has no potable water service responsibilities.
- C. *Fire Protection.* Jackson County Fire Protection Districts #2 and #5 have responsibility for fire protection services within the UR, UGB and City's limits. The attached map (Exhibit 1) depicts the boundaries described above.
- D. *Parks and Recreation.* County provides parks and recreation services outside of City's limits, while City provides these services within City's limits.
- E. *Road Maintenance and Improvements.*

- (i) **County Roads.** County maintains county roads within the UR. County will retain jurisdiction and be responsible for the continued maintenance of these road(s) until annexation by City. When City's UGB is expanded into the URA, County will require (e.g., through a condition of approval of UGB amendment) that City assume jurisdiction over the county roads within the proposed UGB at the time of annexation into City regardless of the design standard used to construct the road(s) and regardless of when and how the road(s) became county roads. The transfer shall occur without compensation and City shall not impose other conditions that might otherwise be allowed under ORS 373.270(6). County shall ensure the pavement condition of the road(s) is in good or better condition at the time of the transfer as determined by county's Pavement Management Grading System.

When a proposed UGB amendment will result in a significant impact to a county road(s) already within City's limits, or existing UGB, such that the proposed amendment depends on said county road(s) for proper traffic circulation, then a nexus is found to exist between the proposed UGB expansion and said county road(s). Where such a nexus exists, the county may require, as a condition of approval, the transfer of all, or portions of, said county road(s) within the existing UGB or City's limits at the time of annexation, regardless of the design standards to which the road is constructed. This transfer shall occur without compensation and shall not be subject to other conditions that might otherwise be allowed under ORS 373.270(6). County shall ensure the pavement condition of said road(s) is in good or better condition at the time of the transfer as determined by county's Pavement Management Grading System. The parties deem the following roads within City's UGB or City's limits to have such a nexus:

- Houston Road, Colver Road to 290' West of Coral Circle

For county roads within City's limits or UGB not listed above, City shall not be required to assume jurisdiction as part of this Agreement.

- (ii) **State Highways.** The Oregon Department of Transportation (ODOT) maintains state highways within the UR. ODOT retains jurisdiction and maintenance responsibilities on all state highways in the UR after inclusion within City's UGB and after annexation by City except where jurisdiction is transferred to City or County by separate agreement.

The attached map (Exhibit 1) depicts roads within the UR where, if the road is publicly-maintained, either County or ODOT has responsibility for road maintenance and improvements. Upon annexation, City will assume jurisdiction along with road maintenance and improvement responsibilities over the entire right-of-way of said road(s) currently maintained by County within the annexation area.

- F. **Stormwater Management.** County provides limited, if any, public stormwater management services within the UR. City provides stormwater management services within the City's limits. Transition of public stormwater management responsibilities from County to City will occur upon annexation by City. The attached map (Exhibit 1)

depicts the UR wherein County has responsibility for public stormwater management services until annexation by City.

G. *Special Districts.* City must agree to the formation of any special district within the UR prior to the approval of the formation of the district by County. This provision shall not apply to County-wide service districts formed under ORS Chapter 451.

H. *Service Expansion Plans.* As the future provider of water, sewer, parks and recreation, road maintenance and improvement, and stormwater management services in the UR, City shall prepare and update service expansion plans and these plans shall be consistent with the UGBMA between City and County. These plans shall provide a basis for the extension of services within the UGB and shall be referred to County for comment.

6. Review, Amendment and Termination of this Agreement

A. This Agreement may be reviewed and amended at any time by mutual consent of both parties, after public hearings by the Council and the Board of Commissioners.

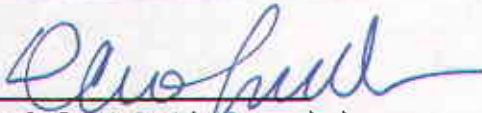
B. Any modifications to this Agreement will be consistent with City and County comprehensive plans and state law.

C. Staff from City and County will attempt to informally resolve any disputes regarding the terms, conditions, or meaning of this Agreement. For any disputes not resolved through this informal process, the Council and the BOC will meet jointly in an attempt to resolve those disputes. Either party may request the services of a mediator to resolve any dispute.

D. This Agreement may be terminated by either party subsequent to dissolution of the Urban Reserve. Such termination shall proceed through a properly noticed public hearing process.

JACKSON COUNTY BOARD OF COMMISSIONERS

CITY OF PHOENIX CITY COUNCIL



Dennis C. W. Smith, Commissioner

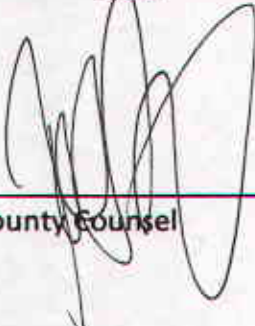


John Rachor, Commissioner



Don Skundrick, Chair

APPROVED AS TO LEGAL SUFFICIENCY:



County Counsel



City Attorney



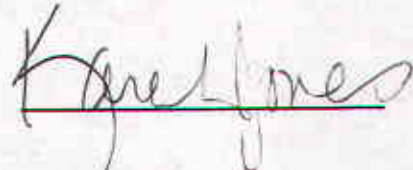
Carlos DeBritto, Mayor



Bruce Sophie, Councilmember



Carolyn Bartell, Councilmember



Karen Jones, Councilmember



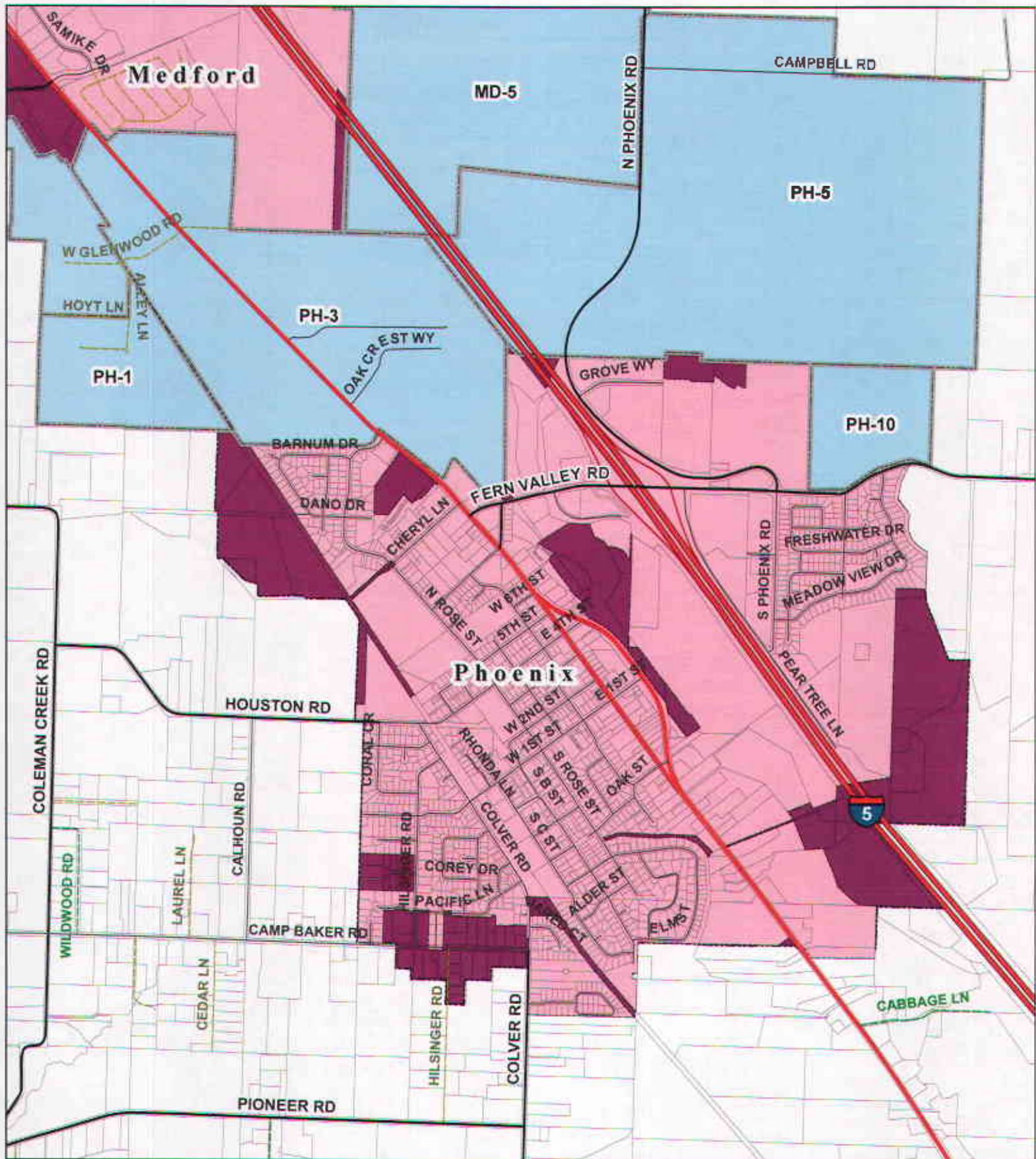
Diana Nelson, Councilmember



William Moore, Councilmember



Jeff Bellah, Councilmember



**Phoenix
Urban
Reserves**

- Legend**
-  Urban Reserve Areas
 -  Taxilots
 -  City Limits
 -  Urban Growth Boundary

