Urban Reserve Management Agreement

This Urban Reserve Management Agreement ("Agreement") is entered into by the City of Scappoose, a municipality of the state of Oregon ("City") and Columbia County, a political subdivision of the state of Oregon ("County").

Recitals

WHEREAS, the parties are authorized pursuant to ORS 190 to enter into intergovernmental agreements for the management and performance of functions which either governmental entity has the authority to perform; and

WHEREAS, this Agreement also constitutes a cooperative agreement under ORS 195; and

WHEREAS, in addition to its responsibilities under ORS 197.175, under ORS 195.025 the County is responsible for coordinating all planning activities affecting land uses within Columbia County, including planning activities of the County, cities, special districts and state agencies, to assure an integrated comprehensive plan for Columbia County's entire area; and

WHEREAS, pursuant to ORS 197A.235(1), the County and the City are authorized to enter into an intergovernmental agreement to designate urban reserves in accordance with ORS 197A.245(1); and

WHEREAS, the Oregon Land Conservation and Development Commission has adopted rules in OAR Chapter 660, Division 21 that address planning, coordination and adoption of urban reserves; and

WHEREAS, OAR 660-021-0050 requires the adoption of an urban reserve agreement at or prior to the time of the designation of urban reserves; and

WHEREAS, OAR 660-021-0040 requires land use regulations applicable to urban reserves ensure that development and land divisions not hinder the efficient transition to urban land uses or the orderly and efficient provision of urban services; and

WHEREAS, OAR 660-021-0040 also requires those regulations to be adopted by the time urban reserves are designated; and

WHEREAS, the parties have previously entered into an intergovernmental agreement on July 16, 1980 setting forth their respective rights and responsibilities with respect to the Urban Growth Boundary ("UGB"); and

WHEREAS, the parties consider it mutually advantageous to establish this Agreement for the purpose of complying with the requirements outlined in these recitals, and for facilitating the future conversion of lands in the Urban Reserve Area ("URA") from rural to urban land uses.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Agreement

1. Agreement intent. The parties agree that the intent of this Agreement is as follows:

    a. to establish standards and procedures for review and action on proposed land use actions and related matters noted within this Agreement pertaining to implementation of the Comprehensive Plan and local land use regulations as adopted by the City and County for the URA;

    b. to affirm the County's jurisdictional authority for current planning activities, land use decisions, building permitting, public improvements, and code enforcement within the URA;

    c. to provide assistance to property owners in the URA by laying out a clear and cooperative process designed to make decisions on land use applications in a timely and consistent manner; and

    d. to clarify planning and zoning intents and to satisfy the requirements of OAR Chapter 660, Division 21 relating to URAs.

2. Definitions.

    a. City: City of Scappoose

    b. Board: Columbia County Board of Commissioners

    c. Council: Scappoose City Council

    d. County: Columbia County

e. Land Use Decision: the meaning set forth in ORS 197.015(10)

f. Urban Reserve Area (URA): the meaning set forth in OAR 660-021-0010(1)

g. Urban Growth Boundary (UGB): the boundary line which separates lands to be urbanized and eventually incorporated into the City from the surrounding rural lands under the County's land use planning jurisdiction

3. Urban Reserve Planning and Zoning: Columbia County shall ensure that development and land divisions in exception areas and non-resource lands will not hinder the efficient transition to urban land uses and the orderly and efficient provision of urban services, and shall, to the extent necessary, adopt regulations complying with OAR 660-021-0040(1)-(4) prior to URA designation.

4. As required by OAR 660-021-0050(1):

   a. The County shall have authority and jurisdictional responsibility for current planning activities, land use decisions, building permitting, and code enforcement within the URA.

   b. Upon inclusion of property from the URA within UGB, the property shall be subject to the Urban Growth Boundary Management Agreement.

5. Designation of service responsibility, as required by OAR 660-021-0050(2), is as follows:

Service	**Existing Service Provider**	**Future Urban Services Provider**
Sewer	No public service provider	City of Scappoose
Water	No public service provider	City of Scappoose
Fire Protection	Scappoose Rural Fire Protection District	Scappoose Rural Fire Protection District
Parks	Columbia County	City of Scappoose
Transportation	Columbia County	City of Scappoose
Stormwater	Columbia County	City of Scappoose

a. Maps indicating areas and levels of current rural service responsibility and areas projected for future urban service responsibility when included in the urban growth boundary are attached hereto and incorporated herein as Exhibit 1.

6. As required by OAR 660-021-0050(3), the terms and conditions under which service responsibility will be transferred or expanded, for areas where the provider of service is expected to change over time, is described in Exhibit 2, attached hereto and incorporated herein by reference.

7. As required by OAR 660-021-0050(4), the following establishes procedures for notification and review of land use actions to ensure involvement by all local governments and special districts:

    a. Within the URA, the County shall process all land use applications for comprehensive plan amendments, zone changes, and other applications affecting land use (including conditional uses, planned unit developments, subdivisions and partitions) in a manner that is consistent with the procedures set forth in the Columbia County Comprehensive Plan and Zoning Ordinances for the respective land use actions.

    b. Notice of comprehensive plan amendment, zone change, subdivision and partition applications within the URA shall be sent to the City Planning Department and to any other affected public entities for review and comment prior to a decision by the County. Such agencies shall be given ten (10) business days in which to provide comments on the land use application.

    c. In making its decision, the County shall consider all comments received under Section b above.

    d. The City, agency, or any other special service district that provides comments on land use applications shall be mailed written notice of the land use decision and shall have standing to appeal the County's decision.

8. Amendment and Termination.

   a. This Agreement may be amended at any time by mutual agreement of both parties, after public hearing and adoption by both the City Council and Board of Commissioners.

   b. Any modifications to this Agreement shall be consistent with the City and County Comprehensive Plans, the Urban Growth Boundary Management Agreement for the City of Scappoose, and the statewide planning goals.

   c. This Agreement may be terminated by either party under the following procedure:

      i. Written notice of intent to terminate this Agreement shall be sent to the other party at least forty-five (45) days prior to taking any action, including the publication of any applicable public hearing notices, in order to provide ample time for resolution of differences, or amendment to comprehensive plans.

      ii. A public hearing shall be held by the party considering termination. The party considering termination shall give the other party at least twenty (20) days prior notice of the scheduled hearing date. The twenty (20) day period shall be used by both parties to seek resolution of differences. If necessary, both parties shall request a collaborative conflict resolution process to resolve differences that remain.

      iii. Public notice of hearings shall be in accordance with applicable statutes and local ordinances.

      iv. This Agreement is necessary for compliance with, at a minimum, statewide planning Goals 2 and 14 for the adoption of the URA. Unless the URA is no longer an overlay zone in the County, this Agreement may not be terminated without adoption of a new agreement.

9. Miscellaneous.

   a. This Agreement shall not become effective until fully executed by both parties.

   b. The provisions of this Agreement are severable. If any section, sentence, clause, or phrase of this Agreement is adjudged by a court of competent jurisdiction to be invalid, said invalidity shall not impair or affect the validity of the remaining portions of the Agreement.

   c. This Agreement and attached Exhibits and Attachments constitutes the entire Agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified in this Agreement regarding this Agreement.

   d. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given.

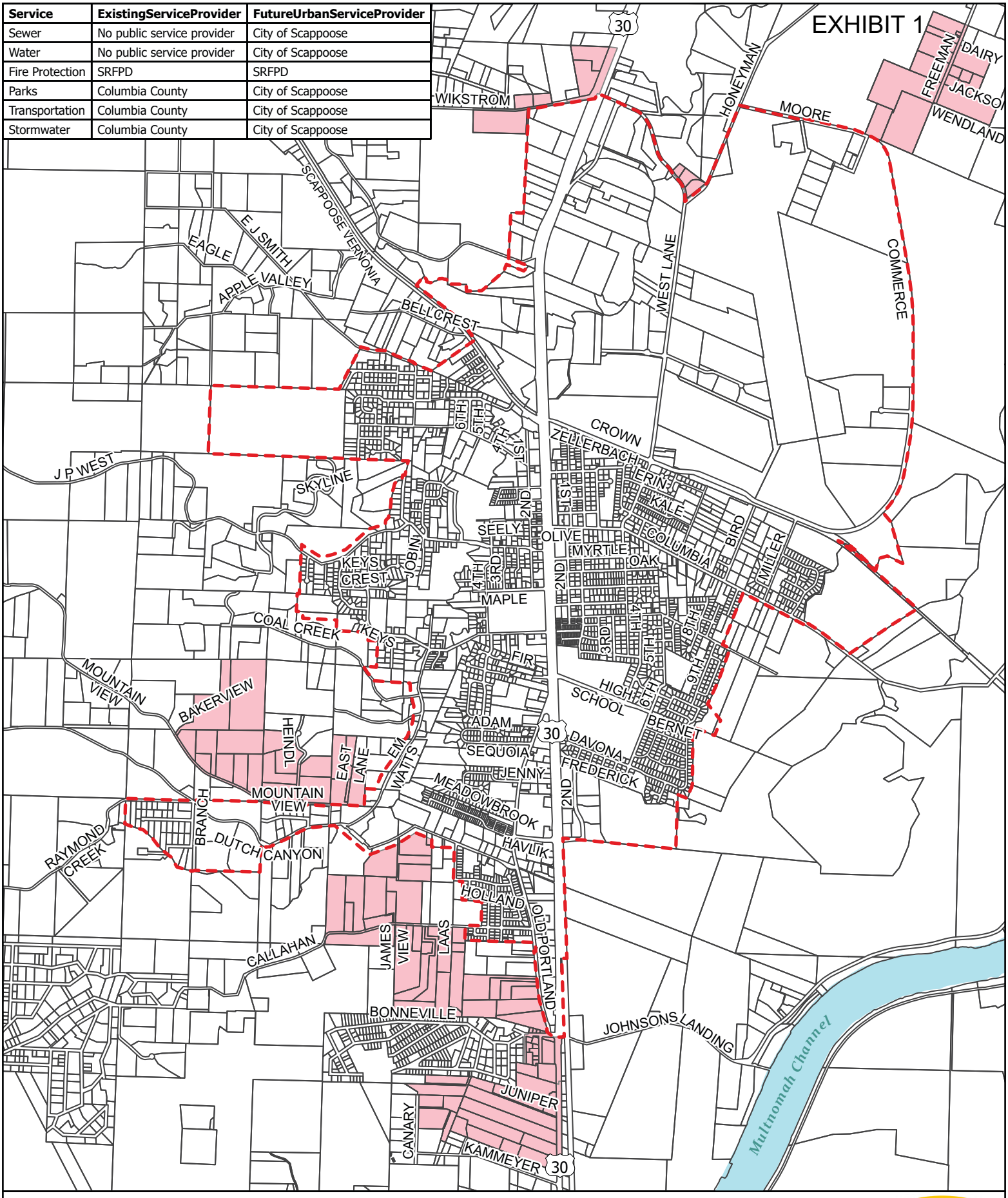
   e. The Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original and such counterparts shall together constitute but one and the same Agreement.

[Signatures follow]

In witness whereof, the parties hereto have executed this Agreement as of the date last set forth below.

CITY OF SCAPPOOSE, OREGON	COLUMBIA COUNTY, OREGON
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Service	ExistingServiceProvider	FutureUrbanServiceProvider
Sewer	No public service provider	City of Scappoose
Water	No public service provider	City of Scappoose
Fire Protection	SRFPD	SRFPD
Parks	Columbia County	City of Scappoose
Transportation	Columbia County	City of Scappoose
Stormwater	Columbia County	City of Scappoose



URA
Taxlots
UGB

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Urban Reserve Management Agreement - Exhibit 1

Exhibit 2

Urban Service Transition Policies

The County and City agree that the following terms and conditions set forth the terms by which service responsibility will be transferred or expanded:

1. Special Districts. The City shall agree to the formation of any special district within the URA prior to the approval of the formation of the district. This provision shall not apply to County-wide service districts formed under ORS 451.

2. Service Expansion Plans. Service expansion plans shall be consistent with the Scappoose Comprehensive Plan. As the future provider of water, sewer, parks, transportation and stormwater, the City shall prepare, from time to time, updated utility expansion plans. These plans shall provide a basis for the extension of services within the UGB, and as such shall be referred to the County for information and comment.

3. Transition Policies Relating to Service Responsibility.

    a. Sewer Service. There will be no public provider of sanitary sewer service until City services are available, except in the case of a state mandate due to a health hazard. At the time of annexation, the City will require hook-up to City sanitary sewer services. There shall be no special sanitary sewer districts created in the Urban Reserve Area. Nothing in this provision shall limit the ability of individuals to provide septic services (i.e. septic sewer systems) on their own private property within the Urban Reserve Area.

    b. Potable Water Service. There will be no public provider of potable water service until City services are available. At the time of annexation, an owner may request connection to City potable water. There shall be no special water districts created in the Urban Reserves Area. Nothing in this provision shall limit the ability of individuals to provide services on their own private property within the Urban Reserves Area.

c. Fire Protection. Scappoose Rural Fire Protection District provides fire protection services to property within the Urban Reserves Area, the Urban Growth Boundary, and the City limits.

d. Parks. Columbia County provides park services within the Urban Reserves Area. The City of Scappoose will provide park services as park properties are included within City limits, unless agreed otherwise.

e. Transportation. Columbia County provides transportation services on County roads within the Urban Reserves Area. Columbia County policies for road design and construction standards shall be utilized in the Urban Reserve Area. Per the Columbia County ordinances, the Columba County Public Works Director may require roads to be constructed to City of Scappoose standards within the Urban Growth Boundary. Upon annexation into City limits, the City will accept Columbia County roads that have been brought up to City standards as outlined in the Public Works Design Standards and current version of the Scappoose Transportation System Plan.

   The Oregon Department of Transportation (ODOT) provides transportation services on state highways within the Urban Reserves Area. ODOT retains jurisdiction and maintenance responsibilities on all state highways after incorporation into the Urban Growth Boundary and annexation into City limits.

f. Stormwater management. Columbia County provides public storm water management services to property where required within the Urban Reserves area. The City will provide storm water management services to property within the City limits. Transition of public storm water management services will follow transition of road maintenance responsibilities.