

URBAN GROWTH BOUNDARY AGREEMENT
BETWEEN CITY OF PRINEVILLE AND CROOK COUNTY
REGARDING LAND USE RESPONSIBILITIES AND AUTHORITIES
WITHIN THE URBAN GROWTH BOUNDARY OF THE CITY OF PRINEVILLE

THIS AGREEMENT is between the CITY OF PRINEVILLE, an Oregon municipal corporation, hereinafter referred to as "City", and CROOK COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as "County", in order to provide for the sharing of responsibilities for certain land use actions between the County and the City within the Urban Growth Boundary. This Agreement is entered into by City and County pursuant to the authority granted in Chapter 190 of Oregon Revised Statutes.

RECITALS

WHEREAS, the City and the County are required to comply with the applicable provisions of Statewide Planning Goal No. 14 [OAR 660-015-0000(14)] as the same applies to the urbanization of the urban growth boundary (UGB) of the City of Prineville; and

WHEREAS, as set forth in said Goal No. 14, it is the goal of both the City and the County that land use development policies and procedures within the UGB area provide for the orderly and efficient transition to urban uses, provide for an orderly and economic provision of public facilities and services, and provide for a maximum efficiency of land use within the UGB area; and

WHEREAS, Planning Goal No. 14 requires that UGB plans should provide for a management program that assigns respective implementation roles and responsibilities to those governmental bodies operating in the planning area (i.e., the City and County); and

WHEREAS, ORS 190.003 et seq. provides for intergovernmental agreements between units of local government, including the City and the County, to allow the performance of functions or activities of one unit of local government for another; and

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

NOW, THEREFORE, PURSUANT TO THE PROVISIONS OF ORS 190.003 et seq., STATEWIDE PLANNING GOAL NO. 14, and the above recitals THE CITY OF PRINEVILLE AND THE COUNTY OF CROOK AGREE AS FOLLOWS:

AGREEMENT

ARTICLE I. PURPOSE

- A. To provide a process for the extension of urban area services within the UGB.
- B. To enable the City and the County to better implement the goals and policies of the Urban Area Plan and Statewide Planning Goal No. 14.
- C. To provide for the assignment and/or transfer of certain land use responsibilities and authorities to the County and the City for unincorporated lands within the Prineville Urban Growth Boundary.

ARTICLE II. DEFINITIONS

As used in this Agreement, the following words and phrases shall mean or include:

- A. Annexation: That process and action by the City Council of the City of Prineville as provided for by ORS Chapter 222 annexing contiguous urbanizable property or properties to the incorporated limits of the City.
- B. City Planning Department: That department within the City organization responsible for land use planning within the City of Prineville.
- C. City Planning Official or Director: The City of Prineville planning official and/or director as appointed by the City Manager of the City of Prineville.
- D. County Planning Department: That department within the County organization responsible for land use planning within Crook County.
- E. County Planning Official or Director: The Crook County planning official and/or director as appointed by the Crook County Court.
- F. Land Use Regulations: Those regulations, as defined and provided for by ORS Chapters 197.015, 215.050 and 227.215, that are applicable to the City of Prineville Urban Growth Boundary. For the purposes of this Agreement, such land use regulations shall include, but shall not be limited to, the City of Prineville Land Development Ordinance No. 1057 including any amendments and Crook County Zoning Ordinance No. 18 including any amendments and Crook County Subdivision Ordinance No. 19, including any amendments.
- G. Prineville Urban Growth Boundary (UGB) Area: All land within the Urban Growth Boundary (UGB) of the City of Prineville as adopted by the City and County and acknowledged by the Oregon Land Conservation & Development Commission (LCDC) on the effective date of this Agreement, and any revisions thereto as may be approved in the future by the City, the County and LCDC.

- H. Urban Lands: Lands inside the city of Prineville Urban Growth Boundary for which sewer and water services are available and capable of supporting planned levels of development, including associated open space and unbuildable land.
- I. Urbanizable Lands: Lands inside the city of Prineville Urban Growth Boundary that is designated for urban development for which sewer and water services capable of supporting planned development are not available.
- J. Urban Levels of Development: Development which generally requires full urban services (city water, sewer, etc.) to be capable of reaching development levels planned for within the city of Prineville's Comprehensive Plan. For example, residential subdivision development is an urban level of service and should not be sited on urbanizable land.
- K. Urban Services: For the purposes of this Agreement, and as defined by ORS Chapter 195.060, "urban services" means those services provided by the City of Prineville, including but not limited to: (a) Sanitary sewers; (b) Municipal water; (c) Police protection; (d) Open Space; and (e) Streets and roads.

ARTICLE III. URBANIZATION

- 3.1 To provide for an orderly and efficient conversion from urbanizable land to urban land, the city of Prineville and Crook County will cooperate in managing the urban growth boundary area to maintain the potential for planned urban development on urbanizable lands until the land is converted to urban land.
- 3.2 The city/county will require provisions of urban services to residential, commercial, and industrial lands as these lands urbanize. Land adjacent to the city limits are preferred for service over areas on the fringe (near the UGB) so that services are extended in a logical and orderly fashion.
- 3.3 Conversion of this urbanizable land to urban land can occur once public facilities and services are available and adequate to serve urban levels of development, and the land is annexed into the city and zoned for urban development.

ARTICLE IV. SERVICES

- 4.1 Urban Services
City services are an integral part of the city/county urban growth management strategies with extension of these services guided by the following:
 - a) The city shall require annexation prior to extending water or sanitary sewer services to any property contiguous to the City within the unincorporated portion of the UGB. The City shall require consent to annexation prior to extending water or sanitary sewer services to any

property that is not contiguous to the City that is located within the unincorporated portion of the UGB.

- b) The city and county shall not authorize urban levels of development (see definition) without the provision of the necessary urban services (city water and sewer services, storm drainage services, and transportation infrastructure) to support planned levels of development. Rural levels of development, sited without services on urbanizable land, shall be sited in such a way as to not interfere with urban levels of development and services when conversion from urbanizable land to urban land occurs.
- c) Proposed annexation areas must demonstrate that sufficient urban services are available or will be installed in conjunction with any land development.
- d) The city and county shall require property owners and/or developers to pay their fair share of the cost of extending community services to their property and to pay for or build necessary on-site public facilities and site improvements.

4.2 City Facilities

City-operated utility facilities, such as water reservoirs and sewage treatment plants, shall be located according to Statewide Planning Goal 11 and the City's adopted Public Facilities Plan.

4.3 Public Facilities Plan

The City of Prineville shall be responsible for preparing, adopting and amending a public facility plan (PFP) that addresses how urban services (water, sanitary sewer, storm drainage, and transportation) will be provided within the urban growth boundary.

The PFP will summarize capital investment needed to serve the urban area and also identify other service providers that are responsible for delivery of services on an interim and/or long-term basis. Preparation of the PFP will be coordinated with other service providers, including opportunities to participate in the development of implementing facility plans, such as utility master plans and transportation plans.

ARTICLE V. PLANNING AND LAND USE RESPONSIBILITIES AND AUTHORITIES WITHIN THE PRINEVILLE URBAN GROWTH BOUNDARY

- A. The City shall, within ten (10) working days of the date of this Agreement, provide the County Planning Department with a current map of its incorporated boundaries, and shall thereafter provide the County with copies of applications to annex into the City within five (5) working days of the receipt thereof. Notice of annexations, together with appropriate maps, shall be provided to the County Planning Department within ten (10) working days of the approval of the annexation by the City Council.

- B. The County shall have jurisdiction over all land use applications for unincorporated property within the Prineville Urban Growth Boundary. Applications for the use or development of such lands shall be filed with and processed by the County Planning Department and are subject to urbanization and service provisions above. The City shall have automatic party status for all use or development requests requiring urban services provided by the City, and shall be provided notice along with notice to all other affected parties and an equal opportunity to make timely recommendations. The County shall provide a copy of all such applications to the City within five (5) working days of the receipt thereof, or prior to action on such applications, whichever occurs first. Appeals of decisions on such applications shall be to the County Court or as otherwise provided for by County land use regulations.
- C. Upon receipt of any land use and development proposal that requires City water and/or sewer services, the County Planning Department shall not accept said applications and shall refer all such applications to the City Planning Department for annexation. Following annexation, the City Planning Department shall have exclusive jurisdiction to process the land use application.
- D. In the event of a conflict, the County shall require compliance with City land use and public facility development and improvement standards for land uses and developments located within the UGB.
- E. The City shall retain jurisdiction over all land use and development proposals within the Prineville City limits.
- F. As a part of an annexation process, the City shall rezone unincorporated lands within the Prineville Urban Growth Boundary Area from the current County zoning to the appropriate City zoning in compliance with the Urban Area Comprehensive Plan.
- G. The City assumes the primary responsibility for completion of the ongoing and LCDC required and approved Periodic Review Process for the Prineville Urban Growth Boundary Area.

ARTICLE VI. RESPONSIBILITY FOR COUNTY ROADS

Crook County's responsibility for County Roads located within the Prineville City limits shall be as follows:

- 1. Crook County shall remain responsible for all County Roads within the City limits, until such time as the roads are improved to City Road Standards, except those standards related to curbs and sidewalks.

2. The City of Prineville shall assume responsibility for all County Roads within the City limits, after said roads have been improved to City Road Standards, except those standards related to curbs and sidewalks.
3. Crook County shall be responsible for the initial cost of improving County Roads to City Road Standards, except those standards related to curbs and sidewalks.
4. All County roads for which the City becomes responsible shall become part of the City road system.
5. This Article VI shall apply to County Roads that are currently within the City limits, and to those that are later annexed into the City limits.
6. The City shall not issue any land use approvals for any use or development requiring access to said County roads until such time as the required access permit has been approved by the County, and the City's approval of any such use or development shall require compliance with the conditions of the applicable County road access permit.

ARTICLE VII. APPEALS

Appeals of decisions regarding land use regulations shall be reviewed as provided for by the applicable City and County Land Use Regulations.

ARTICLE VIII. DISPUTE RESOLUTION

City and County planning officials shall attempt to informally resolve any disputes regarding either party's performance or decisions under this Agreement, or regarding the terms, conditions or meaning of this Agreement. Disputes, which are not resolved through this informal process, shall be resolved by arbitration. Either party may request arbitration upon ten (10) days' prior written notice. If the parties cannot agree to a single arbitrator within ten (10) days of the notice, each party shall have five (5) additional days to select a person to represent the party and the two representatives shall, within five (5) days, select an impartial third person to complete a three-member arbitration panel. The panel shall conduct the arbitration in accordance with the provisions of ORS Chapter 33 or the future corresponding provisions of any such law. The City and the County shall be individually responsible for the assigned costs of arbitration, including attorney's fees, directly assignable to each party.

ARTICLE IX. AMENDMENT

This Agreement may be modified in writing by mutual consent of both parties. The parties hereby agree to extend the application of this Agreement to any and

all lands included within the Prineville Urban Growth Boundary Area in the future.

ARTICLE X. TERMINATION

This Agreement shall continue indefinitely unless terminated by either party after not less than ninety (90) days advance written notification to the other party.


ARTICLE XI. SEVERABILITY

If any Article, section, subsection, clause or phrase of this Agreement is determined by any court or arbitrator of competent jurisdiction, to be invalid or unenforceable for any reason, such determination shall not affect the validity of the remaining Agreement, which shall continue to be in effect.

IN WITNESS WHEREOF, the authorized representatives of the City and County, as parties hereto, have HEREBY AGREED this 16th day of October, 2002.

CITY OF PRINEVILLE

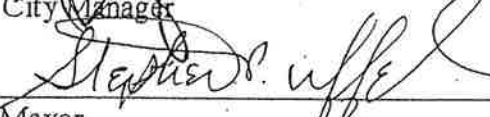
CROOK COUNTY



City Manager



Judge Scott R. Cooper



Mayor



Commissioner Mike McCabe



City Planning Director



Commissioner Jerry Crafton