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BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR UMATILLA COUNTY

Regarding the adoption )  
of the City of Weston )  
Comprehensive Plan ) Ordinance No. 78-5  
as an amendment )  
to the Umatilla )  
County Comprehensive )  
Plan. )

WHEREAS, the City of Weston, Oregon, has adopted as part of its Comprehensive Plan an Urban Growth Boundary encompassing land lying outside the Weston corporate city limits, hereinafter referred to as the Weston Urban Growth Area; and

WHEREAS, the Weston Urban Growth Area is included in the City of Weston Comprehensive Plan, with Goals, Objectives, and Policies and the Land Use Plan being applied to the Area; and

WHEREAS, that land within the Weston Urban Growth Area is presently under the jurisdiction of Umatilla County and included within the Umatilla County Comprehensive Plan; and

WHEREAS, the Umatilla County Planning Commission reviewed the City of Weston Comprehensive Plan and held a public hearing on June 14, 1978, and the Umatilla County Board of Commissioners reviewed the City of Weston Comprehensive Plan and held a public hearing on June 21, 1978, and adopted said Plan by resolution that day; and

WHEREAS, the City of Weston and Umatilla County proposed to enter into an agreement entitled the Weston Urban Growth Area Joint Management Agreement, which provides for Umatilla County administering land use controls within the Weston Urban Growth Area utilizing the City of Weston Comprehensive Plan and zoning and subdivision standards, and providing opportunity for the Weston Planning Commission and Weston City Council to review and comment on many land use requests affecting the Weston Urban Growth Area; and

1978

WHEREAS, the Weston Urban Growth Area Joint Management Agreement was approved by the Weston City Council on July 12, 1978 and was reviewed by the Umatilla County Planning Commission on July 12, 1978; and

WHEREAS, a public hearing on this ordinance and the Weston Urban Growth Area Joint Management Agreement was held before the Umatilla County Board of Commissioners on Wednesday, July 19, 1978, and notice of the hearing was published in the "East Oregonian" on July 8th and 14th, 1978; and

WHEREAS, the Umatilla County Board of Commissioners approved the Weston Urban Growth Area Joint Management Agreement on July 19, 1978.

The Board of County Commissioners for Umatilla County, Oregon hereby ordain as follows:

The Umatilla County Comprehensive Plan, originally adopted on April 6, 1972, is amended to adopt the City of Weston Comprehensive Plan for that land designated as being within the City of Weston Urban Growth Boundary, but outside of corporate city limits, referred to as the Weston Urban Growth Area as referenced and mapped in the City of Weston Comprehensive Plan as adopted by the Weston City Council on May 30, 1978. The substantive provisions of the City of Weston Subdivision and Zoning Ordinances are also adopted by reference for application only in the Weston Urban Growth Area.

Dated this 19<sup>th</sup> day of July, 1978.

UMATILLA COUNTY BOARD OF COMMISSIONERS

*F. K. Starrett*

F. K. Starrett, Chairman

*Ford Robertson*

Ford Robertson, Vice-Chairman

*Barbara Lynch*

Barbara Lynch, Commissioner

ATTEST: County Clerk

*Jessie M. Bell*  
Jessie M. Bell

## WESTON URBAN GROWTH AREA JOINT MANAGEMENT AGREEMENT

The parties to this Joint Management Agreement shall be the City of Weston, Oregon, hereinafter referred to as the City, and Umatilla County, Oregon, hereinafter referred to as the County.

The terms of this Joint Management Agreement shall be applicable to the City's Urban Growth Area. For the purposes of this Agreement, the Urban Growth Area shall be defined as that area of land extending from the City's corporate limits to the City's Urban Growth Boundary as referenced and mapped in the City's Comprehensive Plan on May 30, 1978, and hereby incorporated into and made a part of this document (see Attachment A).

This Joint Management Agreement is entered into pursuant to ORS Chapters 190 and 197 and the Oregon Statewide Planning Goals for the purpose of facilitating the orderly transition from rural to urban land uses within the City's urban growth area.

Words and phrases used in this Joint Management Agreement shall be construed in accordance with ORS Chapters 92, 197, 215, and 227 and applicable Oregon Statewide Planning Goals unless otherwise specified. In the event two or more definitions are provided for a single word or phrase, the most restrictive definition shall be utilized in construing this Agreement.

### I. Introductory Information

- A. This Joint Management Agreement is the culmination of a series of actions intended, in part, to facilitate the orderly and efficient transition from rural to urbanizable to urban land uses within the urban growth area. Such actions include the preparation of a city comprehensive plan, the cooperative establishment of an urban growth area (see Attachments A and B), coordination with affected governmental units, and county review of the city comprehensive plan.
- B. The City Council has adopted by ordinance a comprehensive plan which includes an urban growth boundary and planning goals, objectives, and policies (see Attachment A).

### II. General Comprehensive Plan Provisions

- A. The County shall retain responsibility for land use decisions and actions affecting the City's urban growth area, such responsibility to be relinquished over any land within this area upon its annexation to the City subject to provisions of ORS 215.130(2)(a).
- B. The City's urban growth area has been identified as urbanizable and is considered to be available over time for urban expansion. In order to promote consistency between the City's planning effort and County land use decisions and actions affecting the urban growth area, the County shall incorporate that portion of the City's Comprehensive Plan which addresses the urban growth area into the County Comprehensive Plan.

- C. After the City's Comprehensive Plan has been reviewed by the County Board of Commissioners and after County concurrence with and approval of the Plan for the area within the corporate City Limits and adoption of the Plan for the Urban Growth Area, all public sector actions which fall within the scope of the City's Comprehensive Plan shall be consistent with the Plan.
- D. Land within the urban growth area presently zoned for Exclusive Farm Use shall remain Exclusive Farm Use until rezoning is requested, and such rezoning shall be consistent with the City's Comprehensive Plan.
- E. It is the policy of the City and County to maintain a rapid exchange of information relating to their respective land use decisions which affect the City's urban growth area.

III. Zoning and Subdivision Ordinances

- A. The substantive, as opposed to procedural, portions of the City's Zoning and Subdivision Ordinances (see Attachments C-1 and C-2) shall be incorporated by reference into and made a part of the County Zoning and Subdivision Ordinances with exceptions as necessary and as agreed upon in writing by both parties to this Joint Management Agreement no later than November 1, 1978.
- B. For the purposes of this Joint Management Agreement:
  - 1. Substantive provisions of a zoning ordinance shall be those sections of the ordinance which establish outright uses, conditional uses, and zone requirements (e. g. minimum lot sizes, setback requirements, etc.) and the zoning map; and,
  - 2. Substantive provisions of a subdivision ordinance shall be those sections of the ordinance which establish design standards for required improvements.
- C. A Current Zoning Map and Growth Zoning Map shall be adopted as a part of the City Zoning Ordinance and shall include both the area within the City Limits and the Urban Growth Area.  
 The Current Zoning Map will portray the zoning pattern to be in effect immediately following adoption of the City Zoning Ordinance and will generally only zone for urban uses within the existing built-up area of the City. The Current Zoning Map shall:
  - 1. Apply to land within the City Limits upon adoption of the Ordinance
  - 2. Be a recommendation to the County for rezoning all lands within the Urban Growth Area where existing zoning is inconsistent with the City Comprehensive Plan by type of use allowed, except for land zoned Exclusive Farm Use pursuant to Section II(D)

The Growth Zoning Map will portray the recommended zoning pattern to be applied as lands within the City Limits and Urban Growth Area are developed over the coming years. The Growth Zoning Map shall:

3. Be a recommendation to the City for rezoning currently undeveloped lands within the City when urban development of the land is proposed
  4. Be a recommendation to the City for rezoning lands within the Urban Growth Area upon annexation to the City
  5. Be a recommendation to the County for rezoning lands within the Urban Growth Area when urban development of the land is proposed prior to annexation
- D. After action is taken by the County pursuant to Section III(C2) above, all subsequent rezoning by the County shall be consistent with the City Comprehensive Plan and Growth Zoning Map except that adequate findings for the need to rezone land shall be required.
- E. The above mentioned incorporated Ordinances shall be applied to zone change, conditional use, variance, subdivision, major partition, minor partition, and building permit requests affecting the City's Urban Growth Area.

#### IV. Referred Application Situations

- A. The County Planning Department shall refer the following requests affecting the City Urban Growth Area to the City for its review and comment within ten (10) working days of the date the request was filed with the County Planning Department.
1. Conditional use
  2. Variance
  3. Subdivision
  4. Major partition
  5. Applications for the following uses permitted outright in the Exclusive Farm Use zone:
    - a. church
    - b. school
    - c. utility facility
    - d. hog farm, poultry farm, or feedlot
  6. Cemetary
  7. Zone Change
- B. The City Planning Commission shall review the request and submit its recommendation to the County Planning Department, except for subdivision and zone change requests which will be referred to City Council for further review. All recommendations will be submitted to the appropriate body within fourteen (14) calendar days of the date the request was received by the City.

City Council will review the referred requests and Planning Commission recommendations and will submit its own recommendations to the County Planning Department within fourteen (14) calendar days of the date the request was received from the Planning Commission. The total City review period for requests being reviewed by both Planning Commission and City Council will be thirty (30) calendar days in duration.

- C. It is agreed that the County will refer any proposed discretionary action back to the City for its review and comment in the event such action was not addressed in the original request for review. The same time limitations imposed by Sections IV A and B above shall be applicable.
- D. The County shall retain final decision-making responsibility for all land use actions affecting the City urban growth area, but such decisions shall only be made after the receipt of timely recommendations from the City.

Standard County procedures will be utilized for processing and reviewing each request, except that the appropriate City review period and referral system will be accommodated to allow City response before the County Planning Commission reviews the request or the County Planning Department takes action on it.

- E. Should no recommendations be forthcoming within established response times, absent a request for an extension, the City shall be presumed to have no negative comment regarding the application.
- F. The City will promptly be informed of the action taken by the County on all requests affecting the City Urban Growth Area (including standard building permit sign-offs).
- G. The City Planning Commission will inform the City Council of its recommendations to the County concerning request that are not referred to City Council.

#### V. City Services

- A. The City may extend City services to any site located within the City Urban Growth Area at the affected property owners request and expense, provided that the site is contiguous to the City Limits.
- B. For the purposes of this Joint Management Agreement, City services shall be limited to community water and sewer.
- C. For the purpose of this Joint Management Agreement, "contiguous" shall be defined as "adjacent to," in that the bulk of the site must directly adjoin the City, rather than being connected to the City by a narrow strip of land extending outward along a road.
- D. For the purposes of this Joint Management Agreement, expenses to be incurred by the affected property owner shall established by City Council.
- E. Service and hook-up charges shall be established by the City Council.

#### VI. Annexations

- A. Annexation of sites within the City Urban Growth Area shall be in accordance with relevant annexation procedures contained in the Oregon Revised Statutes and Oregon case law and shall not occur until such sites become contiguous to the City as required by the Oregon Revised Statutes.

## VII. Roads

The County and City shall cooperatively develop an implementation policy regarding streets and roads within the City urban growth area and corporate limits which is consistent with the City Comprehensive Plan. Such policy shall include, but not be limited to, the following.

- A. The circumstances under which the City will assume ownership of and maintenance responsibility for County Roads within the corporate limits.
- B. The conditions under which new streets and roads will be developed in conjunction with subdivisions within the City urban growth area.
- C. The conditions under which new public streets and roads, other than subdivisions will be developed within the City urban growth area.
- D. The conditions under which existing roads designated as future arterials in the City Comprehensive Plan will be improved.
- E. See Attachments F-1 and F-2 for existing county roads within the corporate limits and the City urban growth area.

## VIII. Appeals.

- A. As the County retains responsibility for land use decisions and actions affecting the urban growth area, appeals from such decisions and actions shall be in accordance with the appeals process specified in the County Zoning or Subdivision (or other) Ordinances, applicable state statute or administrative rule.
- B. In the event that either the County Planning Commission or the County Board of Commissioners disagrees with the City comment and recommendation provided for in Section IV of this Agreement, the City shall have standing to appeal as provided in Section VIII (A).

## XI. Comprehensive Plan and Implementation Measure Review and Amendment.

- A. The City Comprehensive Plan, including this Joint Management Agreement, and the zoning, subdivision, and other implementation ordinances or measures shall be reviewed at least annually to determine conformity with changes in:
  1. The Oregon Revised Statutes;
  2. Oregon Case Law;
  3. Oregon Statewide Planning Goals;
  4. Requirements of the City;
  5. Needs of residents or landowners within the City urban growth area;
  6. Concerns of affected governmental units; and
  7. County administration of land use regulation within urban growth areas.

B. If the City Comprehensive Plan, implementation forms, or any part fail to conform to any or all of the above-mentioned articles, the non-conforming document shall be amended as soon as practicable. Such amendments shall be adopted:

By a majority of both the full City Council and the County Board of Commissioners after recommendations have been received from the Planning Commissions of the County and the City.

C. The City or affected property owners shall initiate amendments to the City Comprehensive Plan and City Ordinances. Amendments to the Urban Growth Boundary or this Joint Management Agreement may be initiated by either the City or the County, but only subsequent to joint consultation between the City and County regarding any proposed amendment.

XII. Severability

The provisions of this Joint Management Agreement are severable. If an article, sentence, clause, or phrase shall be adjudged by a court of competent jurisdiction to be invalid, the decision shall not affect the validity of the remaining portions of this Agreement.

IN WITNESS WHEREOF, this Weston Urban Area Joint Management Agreement is signed and executed:

this 19th day of July, 1978

this 12 day of July, 1978

UMATILLA COUNTY  
BOARD OF COMMISSIONERS

WESTON CITY COUNCIL

P. K. Standa  
Jared Standa  
Barbara Lynd

Hugh P. Gulliland Mayor  
Jim Delp  
Harry Meier  
Loyal Good

WESTON URBAN GROWTH AREA JOINT MANAGEMENT AGREEMENT

Amendment: Section IX(C) to read

"The City, County, or affected property owners may initiate amendments to the City Comprehensive Plan for the Urban Growth Area." second sentence to remain as is

IN WITNESS WHEREOF, This amendment to the Weston Urban Growth Area Joint Management Agreement is signed and executed:

this 19<sup>th</sup> day of July, 1978

this 9 day of Aug, 1978

UMATILLA COUNTY  
BOARD OF COMMISSIONERS

WESTON CITY COUNCIL

E. K. Street  
Barbara Lynch  
Jud Dubois

Hugh P. Gilliland - Mayor  
Harry Miller  
Loyal Ford  
Wm R. Simpson  
Lynn Delph

RECEIVED

AUG 22 '78

UMATILLA COUNTY  
PLANNING COMMISSION