

APPENDIX "A"

JOINT MANAGEMENT AGREEMENT FOR PLANNING COORDINATION

This agreement is entered into by Josephine County, a political subdivision of the State of Oregon, and by the City of Cave Junction, an incorporated municipality of the State of Oregon.

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, has authority to perform; and

WHEREAS, Statewide Planning Goal #2 (Land Use Planning) requires that opportunities for review and comment on plans and implementation ordinances and other measures be available between affected governmental units, and Statewide Planning Goal #4 (Urbanization) requires establishment of Urban Growth Boundaries around cities and further requires that such establishment and change be the result of a cooperative process between cities and the county in which they are located ; and

WHEREAS, the rule of the Oregon Land Conservation and Development Commission concerning Acknowledgment of Compliance (with Statewide Goals) requires a city to include a written statement in its submission setting forth the means of cooperative plan management and implementation within the Urban Growth Boundary and the means by which the Urban Growth Boundary will be modified;

NOW THEREFORE, JOSEPHINE COUNTY and the CITY OF CAVE JUNCTION mutually agree that the following processes will be used for mutually establishing, amending and implementing an Urban Growth Boundary, and a comprehensive plan for lands within the Urban Growth Boundary:

1. GENERAL COMPREHENSIVE PLAN PROVISIONS

A. Urban Growth Area - the CITY OF CAVE JUNCTION Urban Growth Area has been identified for urban expansion. In order to promote consistency between the City's planning effort and JOSEPHINE COUNTY land use decisions and actions affecting the Urban Service Area, JOSEPHINE COUNTY and the CITY OF CAVE JUNCTION will each adopt (not necessarily by joint hearings) a comprehensive plan, containing a designated Urban Growth Boundary for the CITY OF CAVE JUNCTION.

B. All public sector actions which fall within the CITY OF CAVE JUNCTION Urban Growth Boundary shall be consistent with the terms of this Agreement.

C. Land Use Plan - JOSEPHINE COUNTY agrees that the land use plan contained in the CAVE JUNCTION Comprehensive Plan is the adopted plan for the unincorporated area within

the Urban Growth Boundary. Prior to annexation, it shall be the role of the County, to provide for interim rural uses which will not pre-empt later conversion to urban uses designated in the plan. In general, agriculture, forestry, open space, residential land divisions of two and one-half (2 ½) acres or larger, and similar uses and rural uses may be permitted by JOSEPHINE COUNTY. Commercial uses not requiring urban services may be located in areas designated for commercial use.

D. Forced Annexations - in the event areas in the unincorporated area are annexed to the City due to health hazards resulting from failing subsurface wastewater disposal systems or due to lack of adequate ground water for drinking, JOSEPHINE COUNTY will act as the lead agency for acquiring funding for improvements needed to provide services to the area.

E. Provisions of Services - prior to annexation, the unincorporated area within the Urban Growth Boundary shall be provided with rural level services by Josephine County. The development of urban level densities or urban services and facilities shall only be permitted through annexation, agreements to annex, or compliance with mutually adopted interim development requirements. Annexations to the CITY OF CAVE JUNCTION shall be approved only upon findings that urban level services can be provided. Any and all water service made available to annexed property shall be done at the property owners expense, including all main charges and connection fees. Any and all streets installed on annexed property shall be at the complete expense of the property owner and shall meet all city specifications prior to the acceptance by the city.

F. Planning and Zoning Administration - the unincorporated portion of the Urban Growth Area shall be under the jurisdiction of the County, subject to the provisions of this agreement.

G. Roads - the creation of new roads or streets by JOSEPHINE COUNTY, especially through land partitioning and subdivision procedures shall be coordinated with CAVE JUNCTION. Major streets shall conform to the Transportation Map contained in the Cave Junction Comprehensive Plan. The City and County agree to cooperatively develop and implement a more detailed Master Road Plan to govern placement of streets and roads within the Urban Growth Boundary. At the time of annexation, the City and County shall jointly determine whether the responsibility for maintenance of a given road shall remain with the County or be transferred to the City. In general, roads serving a larger area than the City shall be the responsibility of the County.

II. PROCESS FOR MANAGEMENT AND IMPLEMENTATION

A. JOSEPHINE COUNTY will:

1. Provide the CITY OF CAVE JUNCTION with the opportunity to review and comment on matters proposed within or by JOSEPHINE COUNTY which fall within or will clearly affect

lands or facilities or services within the Urban Growth Boundary as shown in the adopted CITY OF CAVE JUNCTION Comprehensive Plan which may be a part of, or have an impact on, the CITY OF CAVE JUNCTION, prior to JOSEPHINE COUNTY taking action on the matter. Such matters include:

a. Comprehensive Plans and functional plans, and amendments thereto including the designation of or proposed changes to the City's Urban Growth Boundary, and/or proposed changes in land use designations or improvements within the Urban Growth Boundary, but outside city limits.

b. Proposed new or revised planning implementation ordinances and /or measures including, but not limited to, zoning and subdivision ordinances, special permit requirements and large area zoning or rezoning proposals.

c. Application for individual land use control considerations, including the following:

1. Rezoning;
2. Conditional Use Permits;
3. Partitions and Subdivisions;
4. Planned Unit Developments; and
5. Site Reviews

d. Proposed public improvement projects, including, but not limited to:

1. Construction of, or changes to water distribution, sewage systems, and storm drainage systems;
2. Major street or road construction or improvement, dedication or vacation (unless integrated with other matters, such as partitions);
3. Park facilities;
4. County structures and buildings.

e. Proposed special purpose service districts under County authority.

B. The CITY OF CAVE JUNCTION will:

1. Provide JOSEPHINE COUNTY with the opportunity to review and comment on matters proposed within or by the CITY OF CAVE JUNCTION which may affect lands or facilities or services outside the CITY limits of the CITY OF CAVE JUNCTION, or which may otherwise have a County interest, prior to the City taking action on the matters. Such matters include:

a. Comprehensive and functional plans, and amendments thereto, including the designation of or proposed changes to the City's Urban Growth Boundary, and/or proposed changes in land use designations or improvements within the Urban Growth Boundary;

b. Proposed new or revised implementation ordinances and/or measures, including but not limited to zoning and subdivision ordinances, special permit requirements and large area zoning proposals;

c. Annexations to the City;

d. Applications for individual land use control considerations which may occur within the City limits which may have a significant potential impact or effect on lands, services or facilities outside the City limits, including the following;

1. Rezoning.
2. Conditional Use Permits;
3. Partitions and Subdivisions;
4. Planned Unit Development;
5. Urban Renewal.

e. Proposed public improvement projects within the City limits, including but not limited to:

1. Construction of, or major changes to water distribution and sewage systems;
2. Street construction, improvement, dedication or vacation (unless integrated within other matters, such as partitions).

f. Other similar or related matters of mutual concern.

C. The following PROCEDURES will be followed by both JOSEPHINE COUNTY and the CITY OF CAVE JUNCTION in fulfilling the letter of 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 submit a copy of the proposal to the other party at the earliest opportunity, but not less than five (5) working days prior to the first scheduled official action on the proposal. (Time interval may, by mutual agreement, be adjusted to meet the administrative needs of both parties.)

2. The responding party may respond at its discretion. Comments returned to the originating party shall be in written form, and shall be considered the "official" position of the responding party unless otherwise designated. Oral amendments to the response may also be made at the time action is taken. If the responding party takes no action prior to hearing, it will be considered that there is no objection to the proposal; however, this shall not preclude rights of appeals as provided by law.

3. Acknowledgment of Response and Conflict-resolution process for matters covered by this

Agreement:

- a. Comments received by the originating party shall be given careful consideration as part of the proposed action , and shall be acknowledged in writing.
 - b. If the originating party takes, or determines an intent to take, action on a proposal for which review and comment is provided for in this Agreement, and the action is contrary to the stated position of the responding party, the originating party shall notify, in writing, the responding party of the action and the reasons for the action. If the action of the originating party is taken by a person or body with authority delegated by the governing body of the originating party, and such action is appealable to that governing body, the responding party shall be so informed. The responding party may then notify the originating party of a Disagreement concerning the matter. Such notice shall be written, and shall be submitted as specified in the ordinances and rules of the originating party for such appeals and reviews.
 - c. The notice of Disagreement shall be considered an official appeal to the action, and the conflict-resolution process shall be conducted within the originating jurisdiction's appeals or other decision-making review process. Nothing in this section shall present the originating jurisdiction from making a tentative decision and thereby allowing for further response and /or mutual discussion prior to the making of any formal action by that level of authority.
 - d. If the governing body of the originating party takes, or determines an intent to take, action on the proposal which is contrary to the position of the responding party as stated in the Disagreement, the responding party shall be notified in writing, following public hearing and deliberation of the action. The notification shall state the nature of the action, the reasons for taking it and the date by which the responding party may further respond to the originating party concerning the matter. For legislation actions during this time, the two parties may mutually agree on the time, place and method of attempting to resolve the Disagreement. For quasi-judicial actions, the responding party's concerns must be addressed at the originating party's public hearing for that action, which will be continued for that purpose. Both parties pledge good-faith efforts toward resolving the Disagreement. Nothing in this agreement shall alter the legal authority for decision-making of either JOSEPHINE COUNTY or the CITY OF CAVE JUNCTION.
 - e. If the Disagreement cannot be resolved within a reasonable period of time("reasonable" being recognized as variable depending on nature of the proposal) as agreed upon by both parties, then the originating party can conclude its official action on the matter.
4. This Joint Agreement may be amended by written application from one party to the other, and written concurrence by the responding party. Proposed amendments may originate from governing bodies coming from their respective Planning Commission. Amendments shall be ratified by each governing body or delegated signatory, and made a part of this Agreement.
 5. The parties shall jointly review this Joint Agreement at least every two (2) years from the date of signing thereof, to evaluate the effectiveness of the administration of the process set forth herein and to make any necessary amendments.

