


REVIEWED  
*Mark P. [Signature]*  
LEGAL COUNSEL

REVIEWED  
*Ch [Signature]*  
CODE REVIEW COMMITTEE

DESCHUTES COUNTY OFFICIAL RECORDS  
NANCY BLANKENSHIP, COUNTY CLERK  
COMMISSIONERS' JOURNAL  
CJ 2005-1065  
09/15/2005 03:29:19 PM



2005-1065

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Ordinance Amending Title 18 of the Deschutes County Code. \*  
\* ORDINANCE NO. 2005-024

WHEREAS, the City of Redmond and Deschutes County have worked cooperatively since January of 2002 to jointly establish an urban reserve area around the City of Redmond; and

WHEREAS, the Redmond Urban Area Planning Commission and the Deschutes County Planning Commission jointly held public meetings on June 3, and June 17, 2003 to review an analysis prepared by OTAK, and on July 21, 2003 held a public hearing to take testimony on OTAK's recommendations. On November 10, 2003 the two Commissions tentatively proposed 4,348 acres as a Redmond Urban Reserve Area (RURA); and

WHEREAS, on December 21, 2004, the City of Redmond and Deschutes County provided DLCD 45-day notification announcing the first evidentiary hearing on establishing the RURA would be held on February 7, 2005. On March 14, 2005 the two Commissions held their final deliberations and made recommendations to the Redmond City Council and the Deschutes County Board of Commissioners to designate 4,348 acres as the RURA. The Commissions also made a recommendation to forward on to the City Council and Board of Commissioners an additional 800 acres for their consideration, with no Commission recommendation on including these additional acres in the RURA; and

WHEREAS, the City of Redmond City Council held a public hearing on April 26, 2005 to take testimony on establishing the RURA. On May 10, 2005 and June 14, 2005 the City Council recommended that Deschutes County amend the County Comprehensive Plan Map to designate 5,661 acres as the Redmond Urban Reserve Area; and

WHEREAS, the Deschutes County Development Code, Chapter 18.24, Redmond Urban Area Combining Zone needs to be amended to regulate development in the RURA; and

WHEREAS, the Commissions directed staff to prepare a Findings Report which supports a designation of certain areas around the City of Redmond as the RURA; and

THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, ORDAINS as follows:

Section 1. ADDING. DCC 18.24, Redmond Urban Reserve Area Combining Zone, is hereby added to read as described in Exhibit "A," attached hereto and by this reference incorporated herein.


///

Section 2. AMENDMENT. Deschutes County Zoning Map is hereby amended as shown in Exhibit "B," attached hereto and by this reference incorporated herein.

Section 3. FINDINGS. The Board of Commissioners adopts as its findings in support of this amendment the Staff Report dated 8/23/05, EXHIBIT "D" to Ordinance 2005-023 and incorporated by reference herein.

DATED this 7<sup>th</sup> day of Sept., 2005.

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

  
TOM DEWOLF, Chair

  
MICHAEL M. DALY, Commissioner

  
DENNIS R. LUKE, Commissioner

Date of 1<sup>st</sup> Reading: 23<sup>rd</sup> day of Aug., 2005.

Date of 2<sup>nd</sup> Reading: 7<sup>th</sup> day of Sept., 2005.

Record of Adoption Vote

Commissioner	Yes	No	Abstained	Excused
Tom DeWolf	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Michael M. Daly	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dennis R. Luke	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Effective date: 12 day of Dec., 2005.

ATTEST:

  
Recording Secretary

EXHIBIT "A"

**Chapter 18.24, Redmond Urban Reserve Area Combining Zone**

18.24.010. Purpose

18.24.020. Uses permitted outright.

18.24.030. Conditional uses permitted.

18.24.040. Dimensional standards

18.24.050. Setbacks

18.24.060. Setback Exception Application

18.24.070. Limitations for future urban development

**18.24.10. Purposes**

The Redmond Urban Reserve Area (RURA) Combining Zone implements the Deschutes County Comprehensive Plan for those areas designated as urban reserve. The RURA Combining Zone maintains lands for rural uses in accordance with state law, but in a manner that ensures a range of opportunities for the orderly, economic, and efficient provision of urban serves when these lands are included in the Redmond Urban Growth Boundary.

**18.24.020. Uses permitted outright.**

Uses permitted outright in the RURA Combining Zone shall be those identified in the underlying zoning districts.

**18.24.030. Conditional uses permitted.**

Uses permitted conditionally in the RURA Combining Zone shall be those identified as conditional uses in the underlying zoning districts. Conditional uses shall be subject to all conditions of those zones as well as the requirements of this chapter.

**18.24.0340. Dimensional standards.**

Notwithstanding the minimum lot size in an underlying zone with which the RURA is combined, new lots or parcels shall be a minimum of 10 acres in size. Partitions for the purpose of creating a nonfarm dwelling pursuant to DCC 18.16.055 may be allowed that are less than 10 acres in size.

**18.24.050. Setbacks.**

The following special setbacks are required in the RURA Combining Zone:

A. Properties abutting existing public right of way for arterial and collector streets identified in the County Transportation System Plan shall meet the setbacks prescribed in the underlying zones.

B. New buildings or structures shall be setback ninety (90) feet from the centerline of a planned collector or arterial identified on the County Transportation System Plan unless an application for an exception to the this standard is submitted and approved under section 18.24.060.

**18.24.060. Setback Exception Application.**

If it is not feasible to locate a proposed building or structure outside of the prescribed setback identified in Section 18.24.050B, the property owner shall submit an Setback Exception Application. The application shall be processed as a land use permit regulated by DCC 22. The application shall include:

1. A site plan drawn to scale showing:
  - a. the property boundaries,
  - b. the location of the proposed structure,
  - c. the location of other structures on the property,
  - d. the centerline of the future arterial or collector street,
  - e. any other information needed to show why it is infeasible to locate the proposed structure outside of the required setback.
2. A written statement demonstrating that:
  - a. It is infeasible to locate the proposed building or structure outside of the setback because of one or more of the following reasons:
    - i. Physical constraints of the property;
    - ii. Conflict(s) with standards in the underlying zone including, but not limited to, setbacks or siting requirements.

EXHIBIT "A"

- b. The proposed building or structure is located to minimize the encroachment into the setback.

**18.24.070. Limitations for future urban development**

The following limitations shall apply to uses allowed by DCC 18.24.020 and 18.24.030. Zone changes and plan amendments involving land within the RURA Combining Zone and Multiple Use Agricultural, Surface Mining, or Rural Residential zoning districts that propose more intensive uses, including higher residential density, than currently allowed are prohibited.

(Ord. 2005-024 § 1, 2005)



REVIEWED

LEGAL COUNSEL

**DRAFT**

8/23/2005

For Recording Stamp Only

**AGREEMENT  
BETWEEN THE CITY OF REDMOND, OREGON AND DESCHUTES COUNTY, OREGON,  
FOR THE JOINT MANAGEMENT OF THE REDMOND UNINCORPORATED GROWTH AREA  
AND THE REDMOND URBAN RESERVE AREA**

**WHEREAS**, on July 27, 1982, CITY OF REDMOND (CITY), and DESCHUTES COUNTY (COUNTY), entered a Joint Management Agreement (JMA) for coordination of land use planning and development within the Redmond Urban Growth Area; and

**WHEREAS**, City and County entered amended JMAs on June 23, 1998 and August 27, 2002, the latter as Deschutes County Contract No. 2002-289 that was amended by Deschutes County Contract No. 2004-176, effective May 25, 2004; and

**WHEREAS**, City and County desire to rescind all previous JMAs and amendments and incorporate all necessary provisions into this JMA; and

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

**WHEREAS**, under OAR 660-021-0020, City and County are authorized to establish Urban Reserve Areas; 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 Redmond Urban Reserve Area transitions from a rural to 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 specify the responsibilities between the parties;

**CITY AND COUNTY AGREE AS FOLLOWS:**

1. **Rescission.** The following prior agreements are rescinded. Rescission of these agreements does not nullify any actions taken by City under authority delegated to it by any prior agreement.
  - A. AGREEMENT BETWEEN THE CITY OF REDMOND, OREGON AND DESCHUTES COUNTY, OREGON, FOR THE JOINT MANAGEMENT OF THE URBAN GROWTH BOUNDARY, THE PLAN FOR THE REDMOND GROWTH AREA AND THE REDMOND AREA OF MUTUAL INTEREST, dated August 27, 2002, Deschutes County Contract No. 2002-289.

B. AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN CITY OF REDMOND and DESCHUTES COUNTY dated May 25, 2004, Deschutes County Contract No. 2004-176.

**2. Definitions.**

AMI. Area of Mutual Interest regarding County owned land in the RURA.

BOCC. Deschutes County Board of County Commissioners.

Building Services. Plan review, inspection, and enforcement of State of Oregon building codes for new construction and remodeling.

City Community Development Director. City Community Development Director or designee.

Comprehensive Plan. Comprehensive plan adopted by City or County consistent with legal requirements.

Council. City of Redmond City Council.

DCC. Deschutes County Code.

JMA. Joint Management Agreement.

Limited Transportation Services. Transportation planning, road, sidewalk and bicycle policies and standards, transportation-related conditions and exactions that are part of land use actions.

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.

Redmond Unincorporated Urban Growth Area (RUUGA). Territory within the Redmond Urban Growth Boundary but outside the boundaries of City.

RUAPC. Redmond Urban Area Planning Commission.

Redmond Urban Growth Boundary (RUGB). The boundary line shown in the Redmond Urban Area Plan that separates urban and urbanizable lands in and adjacent to City from rural territory within County.

Redmond Urban Reserve Area (RURA). Territories outside of RUGB identified by the Council and the BOCC as the highest priority for inclusion in the RUGB when it is expanded under state law. The RURA, as of the date of this agreement, is shown in Exhibit A.

Urban Facilities and Services. Basic facilities that are primarily planned for by cities, but that also may be provided by counties or districts and are essential to the support of development in accordance with a Comprehensive plan. Urban facilities and services include police protection, fire protection, sanitary facilities, storm drainage facilities, streets and roads, planning, zoning and subdivision control, health services, recreation facilities and services, energy and communication services, schools, transportation and community governmental services.

**3. Intent and Purpose of Agreement.**

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

- A. Establish a procedure for the implementation of a land use plan for the Redmond Urban Reserve Area and continue the procedure for the implementation of a land use plan for the Redmond Unincorporated Urban Growth Area.
- B. Improve planning, building, and limited transportation services to customers located within the RUUGA and RURA.
- C. Continue and improve coordination and communication between City and County.
- D. Develop consistent policies and procedures for managing urban growth and development within the RUUGA and RURA.
- E. Continue City responsibility for quasi-judicial and legislative planning for the RUUGA.
- F. Minimize financial impacts of transition of lands from RURA to within the RUGB.

**4. Process for Exercising Responsibilities in the RUUGA.**

- A. Except as otherwise provided for in Section 4.R, County delegates to City responsibility for initiating and processing legislative and quasi-judicial actions to adopt or amend County's comprehensive plans, plan maps, zoning maps and DCC for the RUUGA in accordance with this agreement.
- B. City is responsible for enforcement of the land use regulations.
- C. The parties agree that the BOCC retains authority to initiate and have City process comprehensive plan, plan map, zoning map and zoning regulations in accordance with Section 4.R without charge.
- D. City staff will accept and process all legislative and quasi-judicial applications, including County initiated ones, for comprehensive plan, plan map, zoning map and zoning regulation text amendments.
- E. City will give County at least 20 days notice before the first hearing of any non-County proposed amendment to County's comprehensive plan, plan map, zoning map or zoning regulations before the RUAPC.
- F. City staff will incorporate County comments in the staff report and present them to the hearings body.
- G. All proposed comprehensive plan, plan map, zoning map or zoning regulations will be submitted to the RUAPC for public hearing and recommendations to the Council and BOCC.
- H. Proposed amendments of countywide impact will be submitted to the County Planning Commission simultaneously with the submission to the RUAPC.
- I. The Council will review and comment on the RUAPC's recommendations to the BOCC for

proposed comprehensive plan and zoning regulations prior to transmittal to County.

- J. City will transmit all records of the proceedings before the Council to the BOCC within five working days of Council's final decision.
- K. Except for proposed amendments of countywide impact, the County agrees to set a BOCC hearing date within 90 days of receipt of a recommendation from the Council for all ordinances prepared in County format.
- L. City staff will provide primary staff support to the BOCC on all comprehensive plan, plan map and zoning regulations.
- M. City staff will prepare all ordinances in County format for adoption by the BOCC.
- N. City will follow the provisions of DCC Title 22, Deschutes County Development Procedures Ordinance for notice and hearing requirements.
- O. If there is a conflict, DCC Title 22 will control over any conflicting provision of this agreement.
- P. All appeals of staff or hearings officer quasi-judicial land use decisions will be heard by the Council with no appeal to the BOCC. No plan map amendment, however, is effective until adopted by the BOCC.
- Q. No comprehensive plan, plan map, zoning map or zoning regulation is effective unless it is adopted by the BOCC.
- R. City will notify County within five working days of receiving any appeal.
- S. City and County Planning Commissions may hold joint hearings.
- T. Any conflicts between City and County will be resolved by the BOCC and Council.
- U. City is responsible for complying with any changes in state law that may require changes in City or County's comprehensive plan and DCC.
- V. City is responsible for complying with any periodic review order or periodic review work tasks required by the Oregon Land Conservation and Development Commission (LCDC) or the Department of Land Conservation and Development (DLCD).
- W. City will apply the County's zoning and land division ordinances applicable to lands within the RUUGA.
  - 1) City Community Development Director has authority to make interpretations of County land use regulations within the RUUGA, but must consult with County Community Development Director concerning any requests in writing for interpretation of land use regulations.
  - 2). If County Community Development Director disagrees with the City interpretation, the City may use the Declaratory Ruling procedure in Title 22, Chapter 22.40.
- X. County delegated authority to City under Paragraph Y.1) below includes authority of City Community Development Director to take any action that County staff is empowered to

take under the applicable County land use ordinances to process, decide and implement land use decisions.

- 1) Where applicable ordinances contemplate signature of a document by the County Planning Director (such as signing conditions of approval agreements, improvement agreements or plats) the City Community Development Director is authorized to execute such documents.
  - 2) Where applicable ordinances require approval of the County Counsel, Public Works Director, or County Engineer, such authority is granted to the City official or agent of similar capacity.
  - 3) The BOCC or a designated member retains authority to sign plats affecting land divisions within the RUUGA.
- Y. City will continue to recognize the RUAPC as the Citizen Involvement Committee for the RUUGA.
- Z. Funding of services delegated under Paragraph 1) will be provided through fees collected by City.
- 1) City has authority to collect fees from applicants for processing land use applications and inspections necessary to assure compliance with conditions of approval.
  - 2) County delegates to City authority to establish such fees.
- AA. County will notify City of all proposed countywide amendments that will have an impact within the RUUGA.

**5. Process for Exercising Responsibilities in the RURA.**

- A. County has exclusive authority to enact and amend County comprehensive plan, plan map, zoning map and zoning regulations in accordance with this agreement and OAR 660-021-0100 until the territory is included in the RUUGA.
- B. County is responsible for the enforcement of all land use ordinances within the RURA.
- C. Resource lands that are included in the RURA shall continue to be planned and zoned under the requirements of applicable Statewide Planning Goals.
- D. For exception lands and nonresource land in the RURA, land use regulations shall prohibit zone amendments allowing more intensive uses than permitted by acknowledged zoning in effect as of the date of establishment of the RURA. Zoning regulations in effect at the time of designation of the RURA shall remain in effect until such time as the land is included in the urban growth boundary.
- E. Consistent with Sections 3 and 4, County staff will accept and process comprehensive plan, comprehensive plan map, zoning map or zoning regulation amendments.
- F. County will provide City with 45 days notice before the first hearing of any proposed comprehensive plan, comprehensive plan map, zoning map or zoning regulation.

- G. County staff will incorporate any City comments in the staff report and present them to the initial and final hearings body.
- H. All proposed County comprehensive plan, comprehensive plan map, zoning map or zoning regulation amendments will first be submitted to the RUAPC for public hearing and to County Planning Commission for recommendation to the respective governing bodies.
- I. The Council will hold a hearing and make a recommendation to the BOCC on any proposed change to County's comprehensive plan, plan map, zoning map and zoning regulations.
- J. The BOCC will set a hearing date within 90 days of receipt of a recommendation from the Council for all ordinances prepared in County format.
- K. City will transmit all records of the proceedings before the RUAPC and Council to the BOCC within five working days of Council's final decision.
- L. No County comprehensive plan, plan map, zoning map or zoning regulation is effective within the RURA unless it is adopted by the BOCC.
- M. The provisions of Title 22, Deschutes County Development Procedures Ordinance will be followed for notice and hearing requirements.
- N. If there is a conflict, DCC Title 22 controls the provisions of this agreement.
- O. City will enter urban reserve area agreements with special districts that currently provide urban services to territory within the RURA, and have plans in place to continue such services until the territory is included within the RUUGA.
- P. County will notify City of all proposed countywide amendments that will have an impact within the RURA.

**6. RUGB Amendments and RURA Designations.**

- A. County retains the authority to accept applications and fees for, process and decide any amendment of the RUGB and RURA designation in accordance with the procedures of DCC Title 22 and this agreement.
- B. Legislative amendments of the RUGB and RURA designation will be heard by both the RUAPC and the County Planning Commission and by both the Council and BOCC.
  - 1) Any corresponding plan designation and zoning map amendments may be heard as part of the same process.
  - 2) City and County planning commissions and Council and BOCC may meet either separately or jointly.
  - 3) Any conflicts will be worked out between the Council and BOCC.
- C. Quasi-judicial UGB amendments shall be heard in accordance with Title 22, with any appeal heard before the BOCC.

- 1) Any corresponding plan designation and zoning map amendment may be heard as part of the same process.
  - 2) City shall be given a forty-five day notice of the proposal prior to the hearing before the Hearing Officer, and any City comments shall be included in the staff report.
  - 3) The amendment shall become effective upon adoption of the amendment by the BOCC.
  - 4) No adoption by the City Council will be required.
  - 5) County shall send a copy of the ordinance adopting the map amendment to the City.
- D. Recognizing that the City and County have the authority to cooperatively designate RURA under OAR 660-021-020, the County will not accept quasi-judicial RURA applications.

**7. Public Facility Planning.**

- A. City is responsible for the preparation, adoption and amendment of the public facility plans for any RUGB amendments.
- B. City will coordinate the preparation of any RURA public facility plan with County, special districts, state and federal agencies and private providers of public facilities as required by OAR 660-021-0040(5).
- C. Nothing in this agreement authorizes urban levels of development or services in urban reserve areas prior to their inclusion in the urban growth boundary.
- D. Urban Services.
  - 1) The Sewerage Facilities Plan, as jointly adopted by City and County, is controlling for future sewer construction within the RUUGA until more detailed engineering consistent with the plan is adopted.
  - 2) Annexation to City will be encouraged over formation or expansion of special districts.
  - 3) County will discourage subdivision developments that are not consistent with the facilities plan.
  - 4) City and County will coordinate the expansion and development of all urban facilities and services for territories within the RUUGA in a manner to promote early annexation of such territories to City.
    - a) Provisions for urban facilities and services will be planned to limit duplication for greater efficiency and economy of operation.
    - b) County may accept, in lieu of the construction of public facilities and services, a waiver of remonstrance to the formation of a Local Improvement District filed with the City (upon annexation) relating to the future expansion of urban facilities, services and annexation, as evidence

of facilities and services for approval for any subdivision, land partition or other land use application within the RUUGA, unless urban facilities and services are required to be provided as part of the development.

E. SDCs. Coordination of SDC adoption, revision, and collections will be covered by a separate City and County agreement.

F. Reimbursement Policy for Public Improvements.

- 1) City has adopted an ordinance providing that an applicant who installs infrastructure improvements that benefit other properties may be reimbursed by City for an appropriate portion of the cost of these improvements. Installation of such improvements in a timely and orderly fashion will further the coordination of development in the RUUGA consistent with this agreement.
- 2) County delegates to City all authority necessary or appropriate to implement the reimbursement ordinance within the RUUGA.

**8. Area of Mutual Interest.**

- A. City and County shall collaborate to assure that the County owned 1800 acres in the RURA is master planned before it is incorporated into Redmond's urban growth boundary.
- B. City will make recommendations and proposals to County regarding public facilities, transportation services and master plans that affect this County land.

**9. Limited Transportation Services in the RUUGA and RURA.**

A. Transportation Planning. City will develop and coordinate preliminary transportation system plans to present to County for final adoption.

B. Street Standards and Exactions.

- 1) To promote uniform street standards, policies and development requirements within the RUUGA, including promoting a grid system pattern of streets, City and County agree to implement city standards and specifications in DCC Title 20, Chapter 20.104.015.
- 2) To promote uniform street standards, policies and development requirements within the RURA, including promoting a grid system pattern of streets, the County agrees to implement the adopted Road Department standards and specifications and the Deschutes County Transportation System Plan.
- 3) Any amendments to City street standards, policies or exaction requirements will be processed accordance with Section 4.G and Section 5.H respectively.

C. Future Transportation Corridors. City and County agree to cooperate in the early identification of possible transportation corridors that might be located within or near County owned AMI land east of City. City and County hope that this can occur during the master planning phase for the AMI.

## 10. Special Provisions.

### A. Annexations to City Limits.

- 1) City and County may rely on this agreement as a prerequisite to annexation under ORS 195.205(2)(a)(B) and statutes referenced therein.
- 2) City annexations will occur only within its Urban Growth Boundary.
- 3) Specific annexation decisions will comply with applicable land use law and be consistent with City annexation policies.
- 4) City will provide County at least 15 days to review and comment on annexation decisions.
- 5) When annexing territory, City will annex roads adjacent to such territory.
- 6) Transfer of authority upon annexation:
  - a) Upon annexation, jurisdiction of all land use approvals within the territory annexed will automatically transfer from County to City. Permits will remain effective and will be recognized by City as if they were made by City.
  - b) Upon annexation, City will administer all land use approvals in the annexed territory, implement and enforce such approvals together with all implementing agreements. This includes improvement agreements, conditions of approval agreements, bonds and other similar arrangements.
  - c) For land use approvals within the RUUGA after the date of this agreement, all improvement agreements, conditions of approval agreements, annexation agreements, utility agreements and similar agreements will be approved and signed by City and County jointly. All bonds must designate both City and County as the assured agencies.

### B. Building Permits.

- 1) City has authority for building permitting and inspections within the RUGB, except that County continues to be responsible for building services in the RURA under Deschutes County Contract No. 2002-288, effective August 27, 2002.
- 2) City agrees to review and obtain County approval for any changes of service providers of contractual building permitting and inspections services.

## 11. Administrative Coordination.

City and County agree that their community development directors will meet on an on-going basis to monitor all activities relating to this agreement.

12. **Indemnification.** To the extent legally possible City and County will jointly indemnify, hold harmless, and defend each other, including officials, agents, and employees from and against any and all claims, damages, losses, and expenses (including but not limited to attorney fees) relating to performance or failure to perform under this agreement. This indemnity provision

survives the termination of this agreement.

**13. Review, Amendment and Termination.**

- A. This agreement may be reviewed and amended at any time by mutual consent of both parties, after a joint public hearing by the Council and the BOCC.
- B. This agreement will be reviewed, and may be amended at the time of a RURA designation or any RUGB amendment.
- C. Any modifications in this agreement will be consistent with the City and County comprehensive plans and state law.
- D. This agreement may be terminated by either party by the following procedure:
  - 1) A public hearing will be called by the party considering termination. The party must give the other party notice of hearing at least 45 days prior to the scheduled hearing date. The 45 day period must be used by both parties to seek resolution of differences.
  - 2) Public notice of the hearing must comply with state law and I goals.
  - 3) Termination of the agreement must be at least 90 days after the public hearing to provide time for resolution of differences.
- E. City and County planning and building staffs will attempt to informally resolve any disputes regarding this agreement or relating to its terms, conditions, or meaning. For any disputes not resolved through this informal process, the Council and BOCC will meet jointly in an attempt to resolve those disputes. Either party may request the services of a mediator to resolve any dispute.

Dated this \_\_\_\_\_ of \_\_\_\_\_, 2005

**THE CITY OF REDMOND**

By: \_\_\_\_\_  
Alan Unger, Mayor

By: \_\_\_\_\_  
Michael Patterson, City Manager

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Thomas Sponsler, City Attorney

Dated this \_\_\_\_\_ of \_\_\_\_\_, 2005

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
TOM DEWOLF, CHAIR

\_\_\_\_\_  
MICHAEL M. DALY, COMMISSIONER

ATTEST:

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
DENNIS R. LUKE, COMMISSIONER

DRAFT

Redmond URA

From: Alan Aulie [aaulie@coinet.com]  
Sent: Wednesday, June 29, 2005 9:29 PM  
To: Peter Gutowsky  
Subject: Redmond URA

Dear Mr. Gutowsky,

I see by the new "preliminary URA map" from Redmond planners that the north boundary from Northwest way is a straight line to Helmholtz. This line devides the two parcels at 3615 (outside)) and 3563 (inside), owned by myself and my father, Vere Aulie. We would like our 20 acres at 3615 to be included within the URA.

Also, the other maps show the boundary following the powerline to the corner of our property. This line will split serveral parcels between 3615 Northwest way and Upas. The most logical northern UGB boundary would be at the next street, Coyner.

Please record my request for inclusion in the URA, or refer me to the correct office.

Regards,

Alan Aulie  
3615 Northwest Way  
Redmond Oregon 97756  
Tel: 923 2035  
Fax :548 7355  
E-mail: aaulie@coinet.com

August 9, 2005

Deschutes County Board of County Commissioners  
117 NW Lafayette Ave  
Bend, Oregon 97701

RECEIVED

AUG 11 2005

DESCHUTES COUNTY CDL

RE: Proposed Redmond Urban Reserve Area  
Clayton & Heidi Hall  
Account #130259 (R 2-004 151330 00 01300)

Fredric L. Hall ETUX  
1 513310000 200  
1 513310000 202 through 205

Dear Board of County Commissioners:

This letter is in response to a "Notice of Public Hearing" we just received informing us that the Redmond City Council has decided to add our property into the Redmond Urban Reserve Area. We will be unable to attend the August 23<sup>rd</sup> Public Hearing meeting but wanted to make sure that you knew we did not want any of the above mentioned properties included into the Redmond Urban Reserve Area. This is one of several letters that we have done over the past few months sent to The Redmond City Council, Redmond City Planners and Deschutes County Planning Commission.

We never have nor do we want to be included into the proposed Redmond Urban Reserve Area (RURA). Our property is very important to us and we have no intention of selling now or in the future which is why we **DO NOT WANT** included in the RURA.

We are surrounded by small farms and enjoy our rural lifestyle. We and our neighbors raise a variety of different crops, animals, etc. Our roads are traveled by farm machinery, cattle, horses, families riding bikes, walking, running, etc. We love our area the way it is now.

Being placed into the RURA would drastically change our lifestyles and would affect our farming. This was just recently put to the test with the Great North American Motor coaches. There were three areas out in our area where the Motor coaches were stationed. Elkhorn Ave was used as the main road to get back and forth to the Deschutes County Fairgrounds for the Motor coaches. Elkhorn was used by normal traffic as well as Motor coaches and their vehicles and School Buses. The road was unsafe to walk on (we tried three different times and each time we were almost hit by either a school bus or vehicle), we had to change our irrigation watering times, as well as some of our other farming.

The reason for pulling the properties all the way down to where S Canal & SW Helmholtz Way meet, we were told, was so that when the School Property (60 acres located on corner of S Canal & SW Elkhorn) is either developed into a High School or sold to a Developer; then neighborhoods could be created around it with the additional properties. None of us intend to sell so that is roughly 120 acres (39.2 acres Clayton Hall and 80 Acres Fredric Hall) that unless forced to sell would not be developed land for neighborhoods. It does not make any sense to us properties owners. The City has known from the beginning that we do not want to be included and yet they are trying to push us through, as well as, an additional 1300 acres that are not needed. The Deschutes County and Redmond Comprehensive Plan designated 4,348 acres and so now the Redmond City Council wants to push it up to 5,661 acres. It just does not make sense.

We want to protect our farmland, our quality of life and our rural area. Please read and consider our letter of EXCLUSION from the Redmond Urban Reserve Area.

Respectfully yours,

Clayton C. Hall  
Heidi L. Hall

*Clayton C. Hall*  
*Heidi L. Hall*

Fredric L. Hall  
Sharlene Hall

*Fredric L. Hall*  
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Judith L. Pies