

**INTERGOVERNMENTAL AGREEMENT ON
THE COORDINATION OF
GROWTH MANAGEMENT AND TRANSPORTATION ISSUES
BETWEEN
CITY OF AURORA, MARION COUNTY,
AND THE OREGON DEPARTMENT OF AVIATION**

This Agreement is entered into by and between the City of Aurora ("Aurora"), Marion County ("Marion County"), and the Oregon Department of Aviation ("ODA"), pursuant to ORS 190.003 to 190.110, which allows units of government to enter into agreements for the performance of any or all functions and activities which such units have authority to perform.

RECITALS

WHEREAS, the Aurora Airport, North Marion County Impact Area ("Impact Area") – Exhibit A is expected to experience substantial population and employment growth by the year 2050; and

WHEREAS, anticipated growth within the Impact Area will affect land areas within the jurisdictional boundaries of the City of Aurora, Marion County, and the State of Oregon Department of Aviation; and

WHEREAS, Aurora, Marion County, and the ODA wish to coordinate growth management and transportation related development processes and decisions within the Impact Area to ensure an appropriate opportunity is given for affected parties to review and address anticipated impacts; and

WHEREAS, to achieve this coordination, Aurora, Marion County, and the ODA are interested in identifying the Impact Area and establishing a process for coordination and cooperation; and

WHEREAS, Statewide Planning Goal 2 - Land Use Planning, requires that local government comprehensive plans and implementing measures be coordinated with the plans of affected governmental units and that local government, state and federal agency and special district plans and actions, relating to land use, be consistent with the comprehensive plans of cities and counties and regional plans adopted under ORS Chapter 197; and

WHEREAS, OAR 660, Division 12 requires coordination of state, regional and local transportation system plans establishing a coordinated network of transportation facilities to serve state, regional and local transportation needs; and

WHEREAS, ORS Chapter 836 and OAR 660, Division 13 requires planning and coordination of local, state and federal agencies to encourage and support the continued operation and vitality of Oregon's airports and recognizes the interdependence between transportation systems and the communities on which they depend.

NOW, THEREFORE, Aurora, Marion County, , and ODA agree as follows:

AGREEMENT

I. Purpose

The parties agree that they are mutually interested in and will work together to:

- A. Establish and amend, as necessary, the Aurora Airport/North Marion County Impact Area ("Impact Area") as identified on Exhibit "A" attached to this Agreement.
- B. Identify and resolve issues and concerns related to transportation and growth management in and around the Impact Area for the benefit of the parties as well as affected adjacent landowners, airport users, and other interested parties.
- C. Coordinate on growth management and transportation development-decisions within the Impact Area.
- D. Encourage and support the continued operation and vitality of the Aurora Airport and recognize the interdependence between air and ground transportation systems within the Impact Area and the communities on which they depend.
- E. Provide notice and an opportunity to comment on land and transportation developments within the Impact Area which may reasonably affect the parties.
- F. Nothing in this Agreement shall be construed to require the parties to exercise jurisdiction beyond that which is required by state law.

II. Definitions

"Aurora Airport" means that area of land located at what is commonly known as the Aurora Airport that is designed, used or intended for use for the landing and take-off of aircraft, and any public or privately owned appurtenant areas and structures, including open space, used for airport buildings or other airport facilities or rights-of-way or which is located on lands located within the Marion County Public Zone.

"Impact Area" means the Aurora Airport, the Aurora Airpark, and those portions of North Marion County the development of which impacts the parties to this Agreement and existing residents and businesses within each party's jurisdiction, as shown on the Aurora Airport/North Marion County Impact Area Map, attached as Exhibit A.

III. Amendment of Aurora Airport Impact Area Boundaries

- A. Impact Area boundaries may be amended by Marion County upon its own initiative or upon the written request of Aurora, and/or the ODA.

- B. When amending boundaries, Marion County shall give notice to and work in cooperation and coordination with Aurora, and the ODA, and shall consider the following factors:
 - 1. Existing and future land development;
 - 2. Existing and future local and state transportation corridors;
 - 3. Existing and future Aurora Airport usage and flight patterns; and
 - 4. Each affected jurisdictions' Comprehensive Plan boundaries and related goals and policies.

IV. Comprehensive Planning within the Impact Area

- A. Existing Comprehensive Plan designations and zoning, as currently designated by each party to lands within its jurisdiction, shall continue to apply to those lands within the Impact Area.
- B. Any party formally considering a Comprehensive Plan Amendment for lands within Impact Area boundaries shall provide for notice and opportunity for comment to the other parties to this Agreement in a manner provided in Article VI below.
- C. Special plans and studies undertaken that involve lands within the Impact Area such as infrastructure, environmental, or economic planning shall be shared amongst the parties.

V. Land Use Development and Coordination within the Impact Area

- A. This Agreement shall have no effect on the current local and statutory zoning and regulatory authority of each jurisdiction within the Impact Area boundaries, nor any existing intergovernmental agreements between the parties.
- B. Aurora and Marion County respectively agree to provide ODA, with notice and an opportunity to comment, in the same manner as currently required for affected property owners by their respective development codes for land use applications within the Impact Area. The parties shall provide each other with requested data, maps, and other information in hard copy or digital form in a timely manner.
- C. ODA shall provide Aurora and Marion County with notice and opportunity to comment for all Airport Master Plan amendments, new access agreements (through-the-fence agreements), and for proposed development or infrastructure improvements, relative to the Aurora Airport.
- D. The parties shall discuss and work cooperatively to determine whether specific uses which would otherwise be permitted within existing exception areas under

County zoning should be prohibited or restricted within the Impact Area to implement the purposes of this Agreement.

VI. Notice and Coordination Responsibilities

- A. Aurora and Marion County each shall provide ODA with notice and an opportunity to comment prior to the first scheduled public hearing, in the same manner provided to property owners in their applicable codes, for all of their respective legislative plan amendments, zone changes, or new land use regulations and amendments affecting property within the Impact Area.
- B. Aurora and Marion County each shall provide ODA with notice and an opportunity to comment prior to all of their respective administrative or public hearing actions, in the same manner provided to property owners in their applicable codes, for any quasi-judicial development applications (including, but not limited to, plan and zoning code amendments, conditional use permits and design review) within the Impact Area.
- C. ODA shall provide reasonable notice and opportunity to comment to Aurora and Marion County for all Airport Master Plan amendments, new access agreements (through-the-fence agreements), and for its proposed development or infrastructure improvements, relative to the Aurora Airport.
- D. In order to fulfill the cooperative planning provisions of this Agreement, Aurora, Marion County, and ODA shall provide each other with all requested reasonable data, maps, and other information in hard copy or digital form in a timely manner.

VII. Amendments to this Agreement

This Agreement may be amended in writing by the agreement of all parties and may be reviewed by the parties at any time.

VIII. Termination

This Agreement may be terminated by any party as to the rights and responsibilities of that party within 60 days written notice to the other parties. Termination of the rights and responsibilities of one or more parties does not affect the rights and responsibilities of the remaining parties as to each other.

IX. Reservation of Rights and Authorities

This Agreement is intended only to achieve the purposes set forth in Section I of the Agreement and is not intended to create any right or responsibility which is legally enforceable by any person or entity against any Party and creates no rights in third parties or the right to judicial review regarding the acts or omissions of any Party. Each Party reserves all rights or authorities now or hereafter existing and nothing in this Agreement waives or forecloses the exercise of any such rights or authorities.

X. Severability

If any section, clause or phrase of this Agreement is invalidated by any court of competent jurisdiction, any and all remaining parts of the Agreement shall be severed from the invalid parts and shall remain in full force and effect.

XI. Effective Date

This Agreement is effective on the date it is fully executed.

IN WITNESS THEREOF, the respective parties have caused this Agreement to be executed by their authorized officer or representative on their behalf:

CITY OF AURORA

Charles C. Donald
Charles Donald
Mayor, City of Aurora

4/30/08
Date

ATTEST:

By: Laurie Boyce
Laurie Boyce, City Recorder

OREGON DEPARTMENT OF AVIATION

Daniel Clem
Daniel Clem, Executive Director

5/7/08
Date

MARION COUNTY

David A. Bush
Chairperson, Marion County
Board of Commissioners

4-28-08
Date

ATTEST:

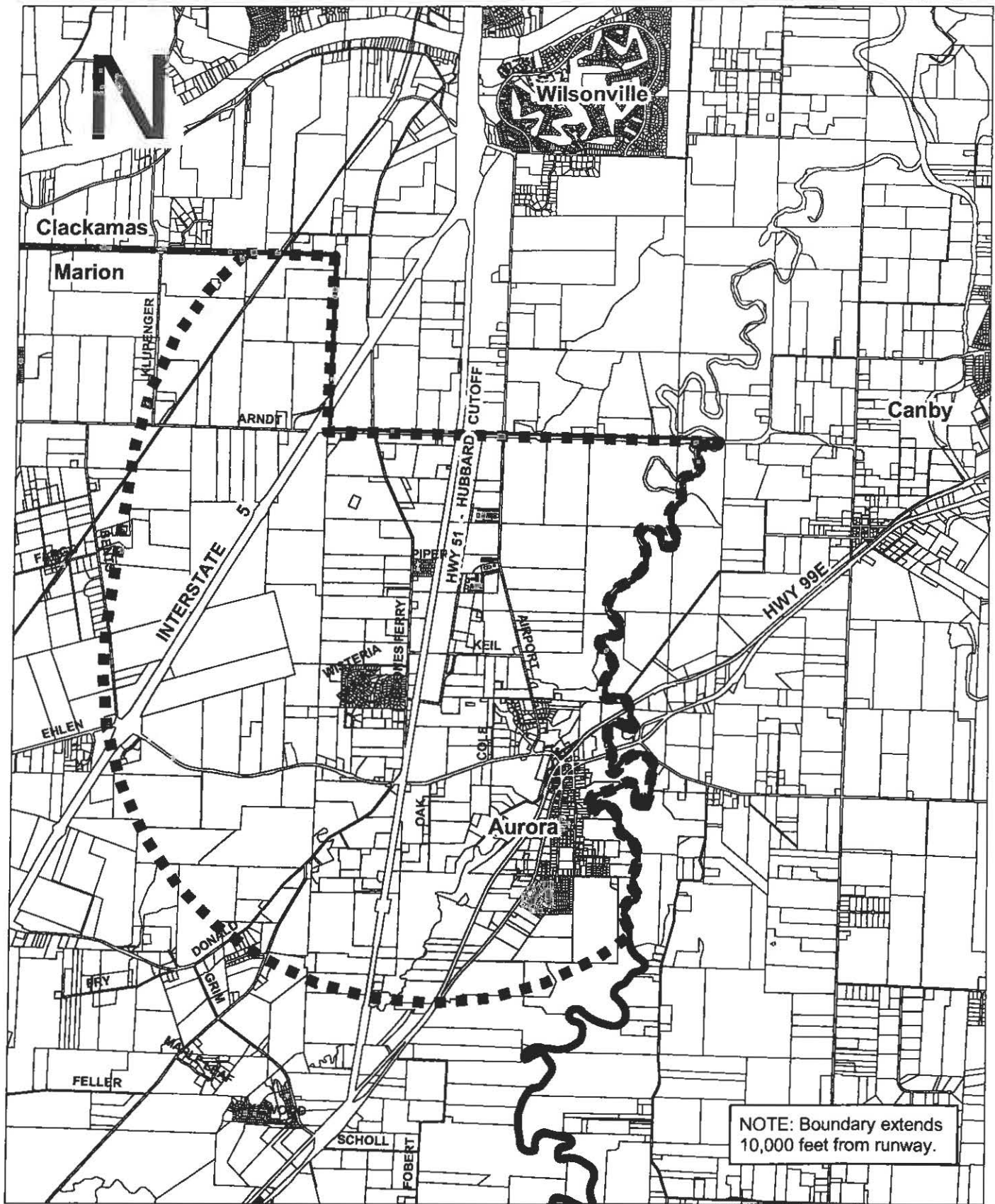
By: Gordean D Ash
Recording Secretary



Aurora Airport / North Marion County Impact Area

Marion County
Public Works

03/26/08 Staff request/Aurora10000.e111 8/16/08





Marion County

OREGON

(503) 588-5212
(503) 588-5237 - FAX

April 23, 2008

**BOARD OF
COMMISSIONERS**

Samuel Brentano
Janet Carlson
Patti Milne

Oregon Department of Aviation
attn: Dan Clem
3040 25th Street SE
Salem, OR 97302

Dear Mr. Clem:

This letter is in response to your recent inquiry regarding when Marion County intends to amend its zoning ordinances to comply with the Airport Planning Rule (APR) provisions of state law, particularly as they pertain to Aurora Airport.

The county recognizes that Aurora Airport is a significant economic asset to the county, providing both jobs and an economic stimulus to the north county area. In recognition of this, the county intends to initiate amendments to comply with the APR consistent with staffing levels and budget constraints before the triggers in state law require it (at periodic review or upon receiving funding for the task). Amendments could be initiated as early as 2009.

Also, there is currently a zone change application next to the airport (Netter/Collett Zone Change Case #07-8), where the applicant is seeking to change the zone from Exclusive Farm Use to Public. Before initiating amendments for the APR, the county will await the results of this zone change case so that, if it is rezoned public, it may be included in the APR amendments.

The county is committed to recognizing the continued importance of Aurora Airport and keeping county zoning ordinances up-to-date with state requirements. Please do not hesitate to contact me if you have any questions or concerns.

Sincerely,

Sam Brentano
Chair, Marion County Board of Commissioners

cc: City of Aurora