



Oregon

Theodore R. Kubongski, Governor

Department of Land Conservation and Development

635 Capitol Street, Suite 150

Salem, OR 97301-2540

(503) 373-0050

Fax (503) 378-5518

www.lcd.state.or.us



NOTICE OF ADOPTED AMENDMENT

11/27/2009

TO: Subscribers to Notice of Adopted Plan
or Land Use Regulation Amendments

FROM: Plan Amendment Program Specialist

SUBJECT: City of Springfield Plan Amendment
DLCD File Number 006-09

The Department of Land Conservation and Development (DLCD) received the attached notice of adoption. A Copy of the adopted plan amendment is available for review at the DLCD office in Salem and the local government office.

Appeal Procedures*

DLCD ACKNOWLEDGMENT or DEADLINE TO APPEAL: Wednesday, December 09, 2009

This amendment was submitted to DLCD for review prior to adoption. Pursuant to ORS 197.830(2)(b) only persons who participated in the local government proceedings leading to adoption of the amendment are eligible to appeal this decision to the Land Use Board of Appeals (LUBA).

If you wish to appeal, you must file a notice of intent to appeal with the Land Use Board of Appeals (LUBA) no later than 21 days from the date the decision was mailed to you by the local government. If you have questions, check with the local government to determine the appeal deadline. Copies of the notice of intent to appeal must be served upon the local government and others who received written notice of the final decision from the local government. The notice of intent to appeal must be served and filed in the form and manner prescribed by LUBA, (OAR Chapter 661, Division 10). Please call LUBA at 503-373-1265, if you have questions about appeal procedures.

***NOTE:** THE APPEAL DEADLINE IS BASED UPON THE DATE THE DECISION WAS MAILED BY LOCAL GOVERNMENT. A DECISION MAY HAVE BEEN MAILED TO YOU ON A DIFFERENT DATE THAT IT WAS MAILED TO DLCD. AS A RESULT, YOUR APPEAL DEADLINE MAY BE EARLIER THAN THE ABOVE DATE SPECIFIED.

Cc: Andy Limbird, City of Springfield
Gloria Gardiner, DLCD Urban Planning Specialist
Ed Moore, DLCD Regional Representative

<paa> YA

Notice of Adoption

THIS FORM **MUST BE MAILED** TO DLCD
WITHIN 5 WORKING DAYS AFTER THE FINAL DECISION
 PER ORS 197.610, OAR CHAPTER 660 - DIVISION 18

In person electronic mailed

DATE STAMP

DEPT OF

NOV 19 2009

LAND CONSERVATION AND DEVELOPMENT
For DLCD Use Only

Jurisdiction: **City of Springfield**

Local file number: **LRP2009-00009**

Date of Adoption: **November 16, 2009**

Date Mailed: **November 17, 2009**

Was a Notice of Proposed Amendment (Form 1) mailed to DLCD? **Yes** Date: 8/21/2009

- | | |
|--|---|
| <input type="checkbox"/> Comprehensive Plan Text Amendment | <input type="checkbox"/> Comprehensive Plan Map Amendment |
| <input type="checkbox"/> Land Use Regulation Amendment | <input checked="" type="checkbox"/> Zoning Map Amendment |
| <input type="checkbox"/> New Land Use Regulation | <input type="checkbox"/> Other: |

Summarize the adopted amendment. Do not use technical terms. Do not write "See Attached".

Annexation of a 38.28 acre industrial parcel to the City of Springfield removed the Urbanizable Fringe Overlay District (UF-10). The base zoning (Light Medium Industrial (LMI)) and comprehensive plan designation (LMI) remain the same.

Does the Adoption differ from proposal? **No**, no explanation is necessary

Plan Map Changed from:

to:

Zone Map Changed from: **LMI/UF-10**

to: **LMI**

Location: **4851, 4857 and 5001 Franklin Boulevard, Springfield**

Acres Involved: **38**

Specify Density: Previous: **N/A**

New: **N/A**

Applicable statewide planning goals:

- | | | | | | | | | | | | | | | | | | | |
|-------------------------------------|-------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|-------------------------------------|--------------------------|-------------------------------------|--------------------------|-------------------------------------|-------------------------------------|--------------------------|-------------------------------------|-------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
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| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Was an Exception Adopted? YES NO

Did DLCD receive a Notice of Proposed Amendment...

45-days prior to first evidentiary hearing?

Yes No

If no, do the statewide planning goals apply?

Yes No

If no, did Emergency Circumstances require immediate adoption?

Yes No

DLCD file No. 006-09 (17783) [15844]

Please list all affected State or Federal Agencies, Local Governments or Special Districts:

ODOT

Local Contact: **Andy Limbird**

Phone: (541) 726-3784 Extension:

Address: **225 Fifth Street**

Fax Number: **541-726-3689**

City: **Springfield**

Zip: **97477-**

E-mail Address: **alimbird@ci.springfield.or.us**

ADOPTION SUBMITTAL REQUIREMENTS

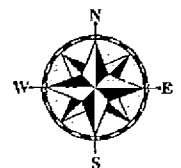
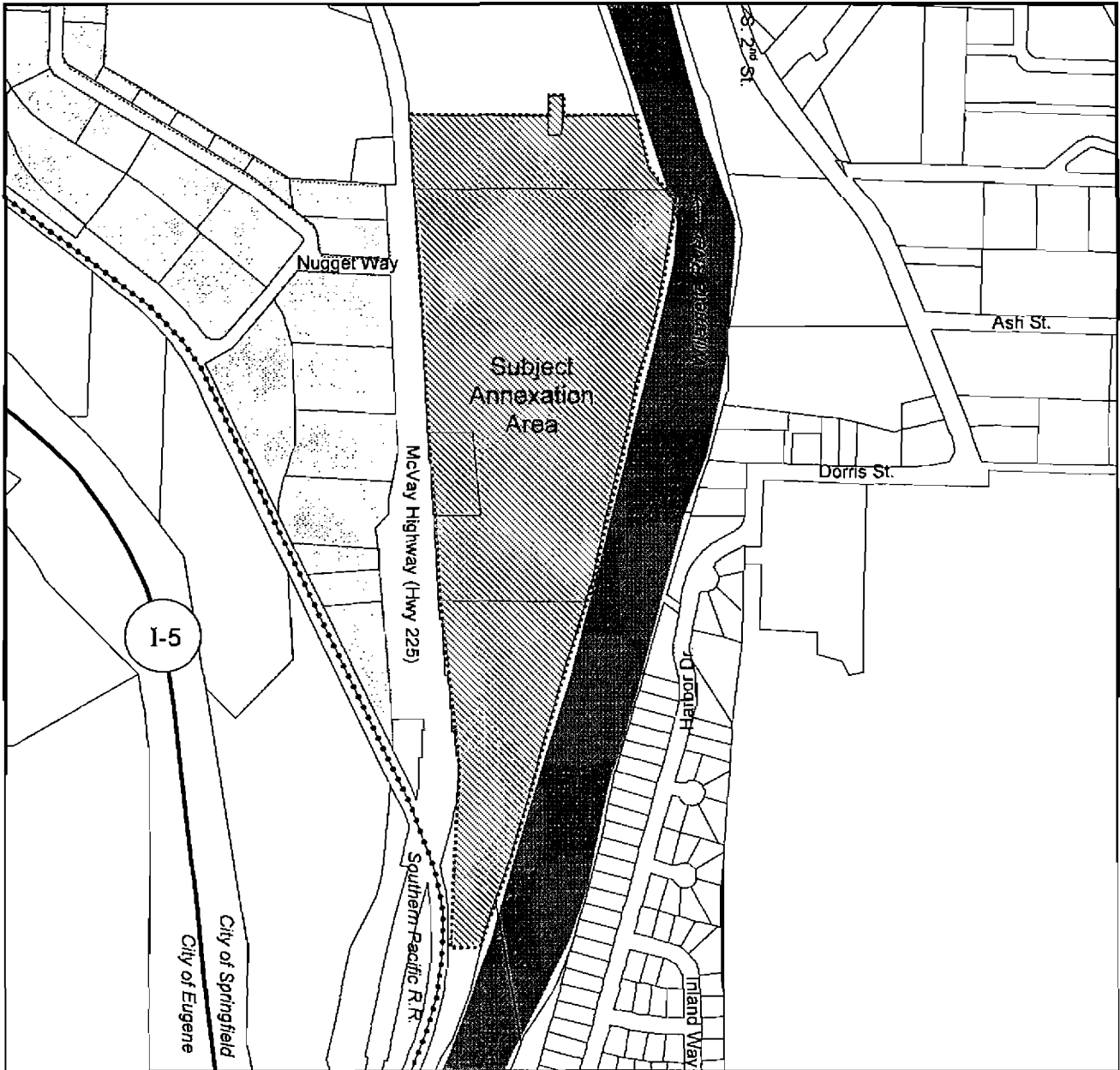
This form **must be mailed** to DLCD **within 5 working days after the final decision**
per ORS 197.610, OAR Chapter 660 - Division 18.

1. Send this Form and TWO Complete Copies (documents and maps) of the Adopted Amendment to:

**ATTENTION: PLAN AMENDMENT SPECIALIST
DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT
635 CAPITOL STREET NE, SUITE 150
SALEM, OREGON 97301-2540**
2. Electronic Submittals: At least **one** hard copy must be sent by mail or in person, or by emailing **larry.french@state.or.us**.
3. Please Note: Adopted materials must be sent to DLCD not later than **FIVE (5) working days** following the date of the final decision on the amendment.
4. Submittal of this Notice of Adoption must include the text of the amendment plus adopted findings and supplementary information.
5. The deadline to appeal will not be extended if you submit this notice of adoption within five working days of the final decision. Appeals to LUBA may be filed within **twenty-one (21) days** of the date, the Notice of Adoption is sent to DLCD.
6. In addition to sending the Notice of Adoption to DLCD, you must notify persons who participated in the local hearing and requested notice of the final decision.
7. **Need More Copies?** You can now access these forms online at **<http://www.lcd.state.or.us/>**. Please print on **8-1/2x11 green paper only**. You may also call the DLCD Office at (503) 373-0050; or Fax your request to: (503) 378-5518; or Email your request to **larry.french@state.or.us** - **Attention: Plan Amendment Specialist.**

Updated March 17, 2009

**ANNEXATION OF 4851, 4857 & 5001 FRANKLIN BOULEVARD
MAP 18-03-02-20, TAX LOTS 3000, 3100, 3200 & 3300; AND MAP 18-03-02-32, TAX LOT 3800
CASE NO. LRP2009-00009
SITE CONTEXT MAP**



**Legal Description for the Annexation
of the
Wildish Glenwood Plant Site
to the
City of Springfield**

Beginning at a point on the west boundary of Section 2 in Township 18 South, Range 3 West of the Willamette Meridian, said point being SOUTH 1237.57 feet from the northwest corner of said Section 2; thence

1.) North $89^{\circ}59'05''$ West 40.89 feet to a point on the easterly right of way of McVay Highway 30 feet easterly of, when measured at right angles to, the centerline of McVay Highway; thence along the easterly right of way of McVay Highway the following 13 courses and distances numbered 2-14:

2.) along the arc of a 1303.24 foot radius curve right (the chord of which bears South $7^{\circ}31'15''$ East 39.80 feet) a distance of 39.80 feet thence;

3.) South $6^{\circ}38'45''$ East 474.04 feet to a point opposite the angle point in the centerline of McVay Highway at engineer's station 107+00; thence continuing along the easterly right of way of McVay Highway

4.) South $5^{\circ}41'45''$ East 1300.25 feet to a point 30 feet easterly of and opposite engineer's station 120+00 P.O.T; thence

5.) North $84^{\circ}18'15''$ East 10.00 feet to a point 40 feet easterly of and opposite engineer's station 120+00 P.O.T.; thence

6.) South $5^{\circ}41'45''$ East 200.00 feet to a point 40 feet easterly of and opposite engineer's station 122+00 P.O.T.; thence

7.) North $84^{\circ}18'15''$ East 10.00 feet to a point 50 feet easterly of and opposite engineer's station 122+00 P.O.T.; thence

8.) South $5^{\circ}41'45''$ East 200.00 feet to a point 50 feet easterly of and opposite engineer's station 124+00 P.O.T.; thence

9.) North $84^{\circ}18'15''$ East 10.00 feet to a point 60 feet easterly of and opposite engineer's station 124+00 P.O.T; thence

10.) South $5^{\circ}41'45''$ East 89.50 feet to a point 60 feet easterly of and opposite engineer's station 124+89.50 P.C.; thence

11.) along the arc of a 776.20 foot radius curve right (the chord of which bears South $5^{\circ}16'33''$ East 11.38 feet) a distance of 11.38 feet to a point 60 feet easterly of and opposite engineer's station 125+00 P.O.C.; thence

12.) North $85^{\circ}08'39''$ East 10.00 feet to a point 70 feet easterly of and opposite engineer's station 125+00 P.O.C.; thence

13.) along the arc of a 786.20 foot radius curve right (the chord of which bears South $3^{\circ}35'57''$ West 231.19 feet to a point 70 feet easterly of and opposite engineer's station 127+11.4 P.T.; thence

14.) South $12^{\circ}03'15''$ West 140.66 feet to a point marking the intersection of the easterly right of way of McVay Highway and the easterly right of way of the Union Pacific Railroad, said point being 30 feet from; when measured at right angles to the centerline of the Union Pacific Railroad; thence leaving the easterly right of way of the McVay Highway and running along the easterly right of way of the Union Pacific Railroad

15.) along the arc of a 985.04 foot radius curve right (the chord of which bears South $9^{\circ}32'23''$ East 255.72 feet) a distance of 256.44 feet; thence leaving the easterly right of way of the Union Pacific Railroad

16.) and running South $73^{\circ}15'42''$ East 139 feet more or less to a point on the low water mark of the left bank of the Willamette River; thence

17.) in a Northeasterly direction downstream along the low water mark of the Willamette River 3053 feet more or less to a point which bears South $89^{\circ}59'05''$ East from the point of beginning; thence

18.) leaving the low water mark of the left bank of the Willamette River and running North $89^{\circ}59'05''$ West 262 feet more or less to a point referenced by a $5/8''$ iron rod with a red plastic I.D. cap stamped "Poage Eng. Ref. Corner" which bears South $89^{\circ}59'05''$ East 1.00 feet; thence

19.) North $00^{\circ}10'49''$ East 69.21 feet; thence

20.) North $89^{\circ}59'05''$ West 50.02 feet; thence

21.) South $00^{\circ}10'49''$ West 69.21 feet to a point referenced by a $5/8$ inch iron rod with a yellow plastic I.D. cap stamped "P.L.S. No. 655"; thence

22.) North $89^{\circ}59'05''$ West 453.48 feet to the point of beginning, all in Lane County Oregon.

Bearing used hereon are based on C.S.F. No. 13114 on file in the office of the Lane County Surveyor.

ORDINANCE NO 6250

AN ORDINANCE APPROVING THE ANNEXATION OF CERTAIN TERRITORY TO THE CITY OF SPRINGFIELD, LANE COUNTY METROPOLITAN WASTEWATER SERVICE DISTRICT, AND WILLAMALANE PARK AND RECREATION DISTRICT; AND WITHDRAWING THE SAME TERRITORY FROM THE GLENWOOD WATER DISTRICT

THE COMMON COUNCIL OF THE CITY OF SPRINGFIELD FINDS THAT:

WHEREAS, a request to annex certain territory was submitted on August 14, 2009, said territory being described as follows:

Township 18 South, Range 03 West, Section 02, Map 20, Tax Lots 3000, 3100, 3200 and 3300; and Township 18 South, Range 03 West, Section 02, Map 32, Tax Lot 3800 as generally depicted and more particularly described in and on file in City Case Number C SP 2009 – LRP2009-00009 and attached hereto as **Exhibit A** to this Ordinance; and

WHEREAS, the City Council is authorized by Springfield Development Code (SDC) Article 5.7-100 and ORS Chapter 222 to accept, process, and act on annexations to the City; and

WHEREAS, in accordance with SDC 5.7-125 and ORS 222.170(1), a petition and written consent for annexation has been submitted by the property owners to the Common Council of the City of Springfield on November 2, 2009 (**Exhibit B**); and

WHEREAS, this annexation has been initiated in accordance with SDC 5.7-125 and ORS 222 and has been set for public hearing; and,

WHEREAS, the territory proposed to be annexed is within the *Eugene-Springfield Metropolitan Area General Plan* (more commonly known as the *Metro Plan*) urban growth boundary and is contiguous to the City limits [SDC 5.7-140.A]; and,

WHEREAS, the annexation is consistent with Policy 10, page II-C-4; Policy 16, page II-C-5; and Policy 21, page II-C-6, in the *Metro Plan* [SDC 5.7-140.B] requiring annexation to the City of Springfield as the highest priority for receiving urban services; and

WHEREAS, the minimum level of key urban facilities and services can be provided in an orderly and efficient manner as required in *Metro Plan* Policy 8, page II-C-4, and there is a logical area and time within which to deliver urban services and facilities [SDC 5.7-140.C]; and,

WHEREAS, provision of City urban services has been arranged through an Annexation Agreement (**Exhibit C**) between City staff and the property owners, as described in and on file in City Case Number LRP2009-00009 [SDC 5.7-140.D], that memorializes the owner's commitment, agreement, and obligation to meet the City's requirements for the provision of the minimum level of key urban services and facilities; and,

WHEREAS, a Staff Report (**Exhibit D**) was presented to the City Council with the Director's recommendation to concurrently annex the subject territory to the Lane County Metropolitan Wastewater Service District and Willamalane Park and Recreation District, as these special districts are service providers for the City [SDC 5.7-140.B]; and is consistent with the intergovernmental agreement between Lane County and Springfield regarding boundary changes dated May 21, 2008; and,

WHEREAS, a Staff Report was presented to the City Council with the Director's recommendation to concurrently withdraw the annexation territory from the Glenwood Water District as the Springfield Utility Board would provide water utility service directly to the area after it was annexed to the City [SDC 5.7-160.B]; and,

WHEREAS, on November 2, 2009, the Springfield Common Council conducted a public hearing and is now ready to take action on this application based on the recommendation and findings in support of approving the annexation request, and the Glenwood Water District's withdrawal as set forth in the aforementioned Staff Report to the Council, incorporated herein by reference, and the evidence and testimony presented at this public hearing held in the matter of adopting this Ordinance.

NOW THEREFORE, THE CITY OF SPRINGFIELD ORDAINS AS FOLLOWS:

SECTION 1: The Common Council of the City of Springfield does hereby approve the annexation area to the City of Springfield, Lane County Metropolitan Wastewater Service District and Willamalane Park and Recreation District, said territory being described as follows:

Assessor's Map Township 18 South, Range 03 West, Section 02, Map 20, Tax Lots 3000, 3100, 3200 and 3300; and Township 18 South, Range 03 West, Section 02, Map 32, Tax Lot 3800 (municipally addressed as 4851, 4857 and 5001 Franklin Boulevard) as generally depicted and more particularly described in Exhibit A.

SECTION 2: The withdrawal of territory described in Section 1 above from the Glenwood Water District shall become effective on July 1, 2010.

SECTION 3: The City Manager has signed the final Annexation Agreement, which memorializes the owner's commitment, agreement, and obligation to meet the City's requirements for provision of the minimum level of key urban services and facilities.

SECTION 4: The City Manager or the Development Services Director shall send copies of this Ordinance as required by SDC 5.7-155.

SECTION 5: It is hereby found and determined that matters relating to the provision of City services are matters affecting the public health, safety, and welfare and that an emergency therefore exists and this Ordinance shall take effect immediately upon adoption by the Council and approval of the Mayor.

ADOPTED by the Common Council of the City of Springfield this 16th day of November, 2009, by a vote of 6 for and 0 against.

APPROVED by the Mayor of the City of Springfield this 16th day of November, 2009.

ATTEST:

Amy Sowa
City Recorder

[Signature]
Mayor

REVIEWED & APPROVED
AS TO FORM
Joseph J. Larkin
DATE: 10/20/09
OFFICE OF CITY ATTORNEY

City of Springfield, Oregon
CERTIFIED TRUE COPY

Amy Sowa
City Recorder

**Legal Description for the Annexation
of the
Wildish Glenwood Plant Site
to the
City of Springfield**

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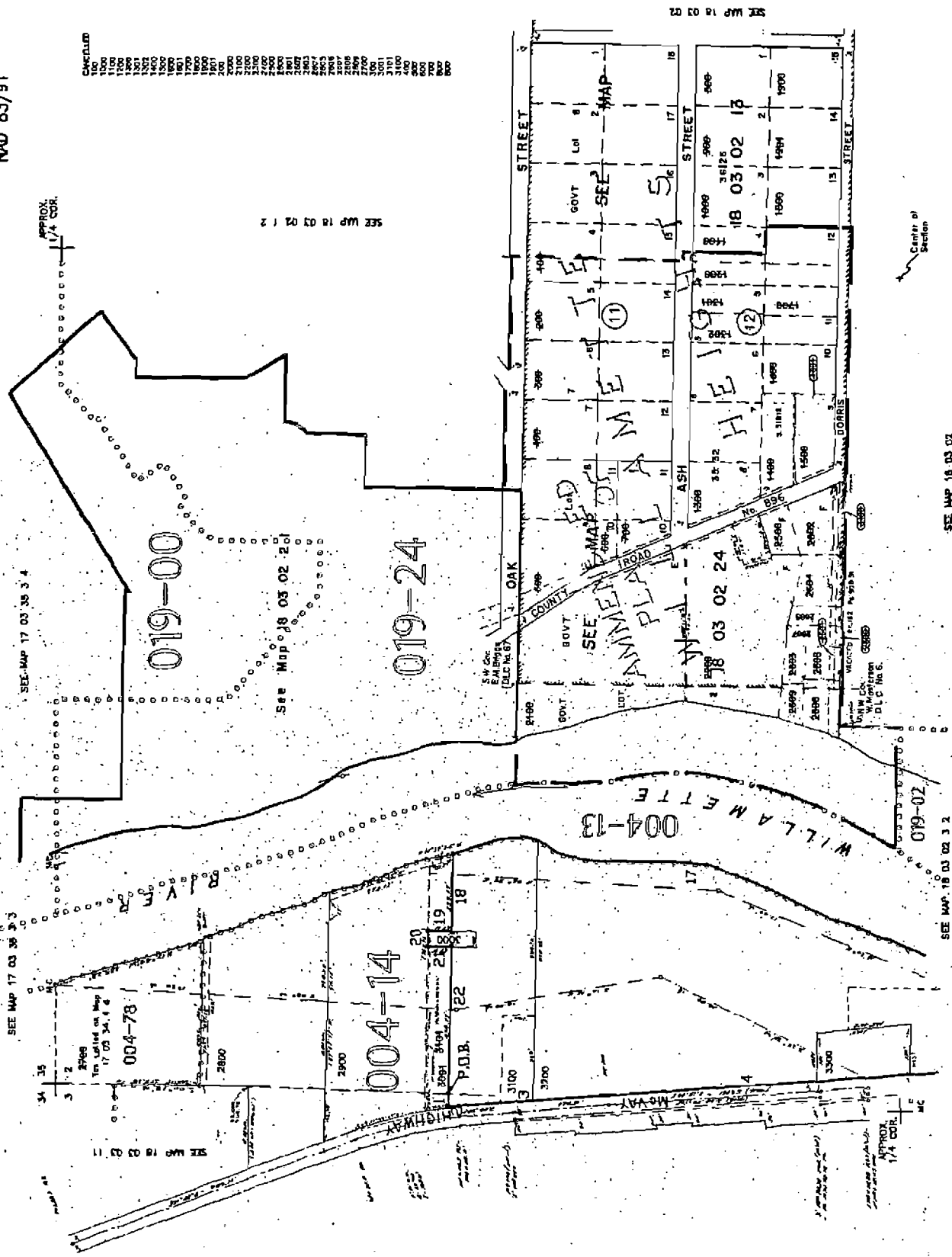
Bearing used hereon are based on C.S.F. No. 13114 on file in the office of the Lane County Surveyor.

FOR ASSESSMENT
AND TAXATION
ONLY

NW 1/4 SECTOPM 2 T. 18S. R. 3W. W.M.
LANE COUNTY
SCALE 1" = 200'

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& INDEX
NAD 83/91

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18 03 02 2
& INDEX

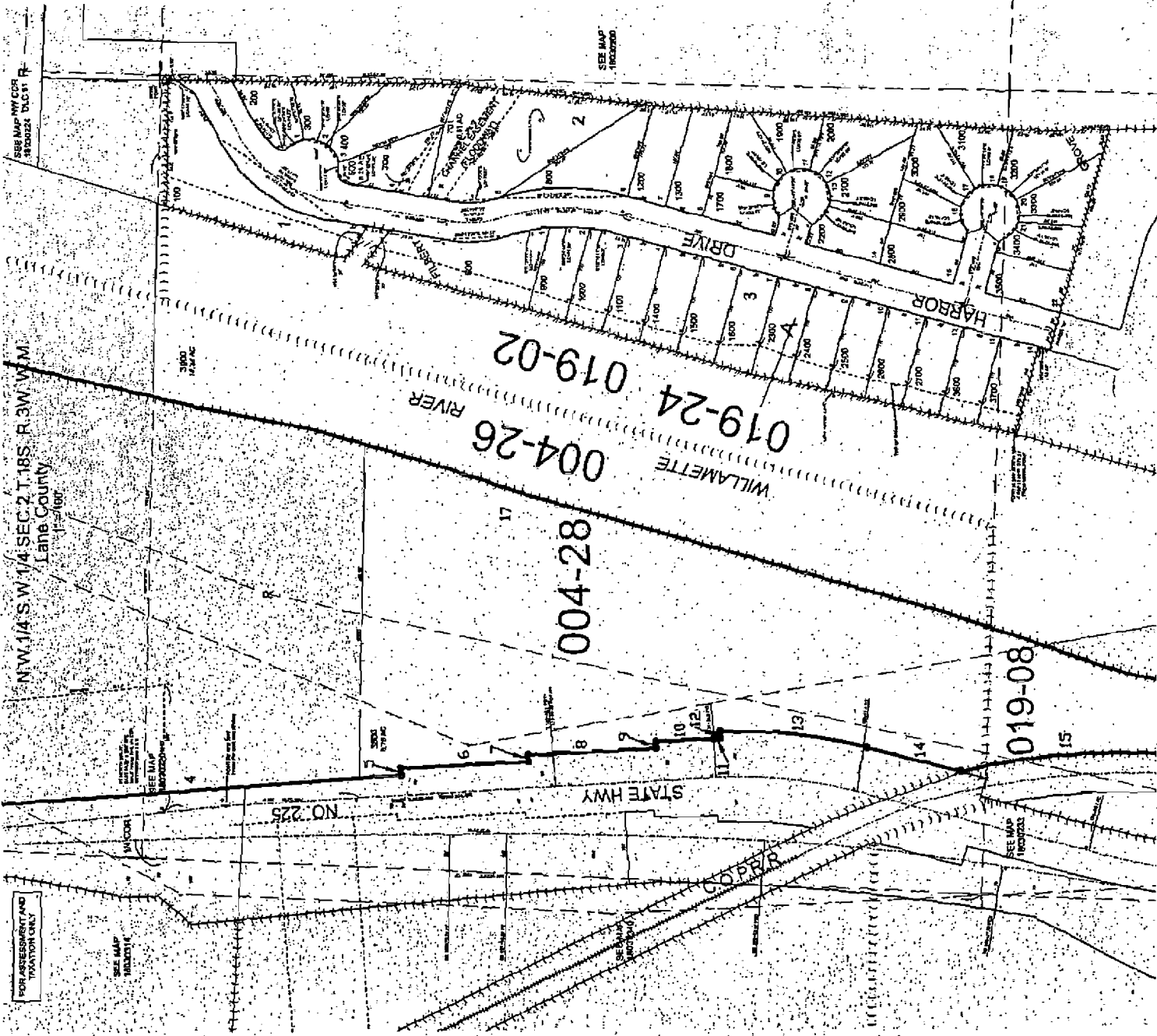
SEE MAP 18 03 02 2

18030232

SEE MAP FOR
REVISIONS TO CIVIL
CANCELLER
700

SEE MAP FOR
REVISIONS TO CIVIL
CANCELLER
700

18030232



NW 1/4 S W 1/4 SEC 2 T. 18S. R. 3W W.M.
Lane County
1-1-1907

FOR ASSESSMENT AND
TAXATION ONLY

SEE MAP FOR
REVISIONS TO CIVIL
CANCELLER
700

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REVISIONS TO CIVIL
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18 03 02 3 3

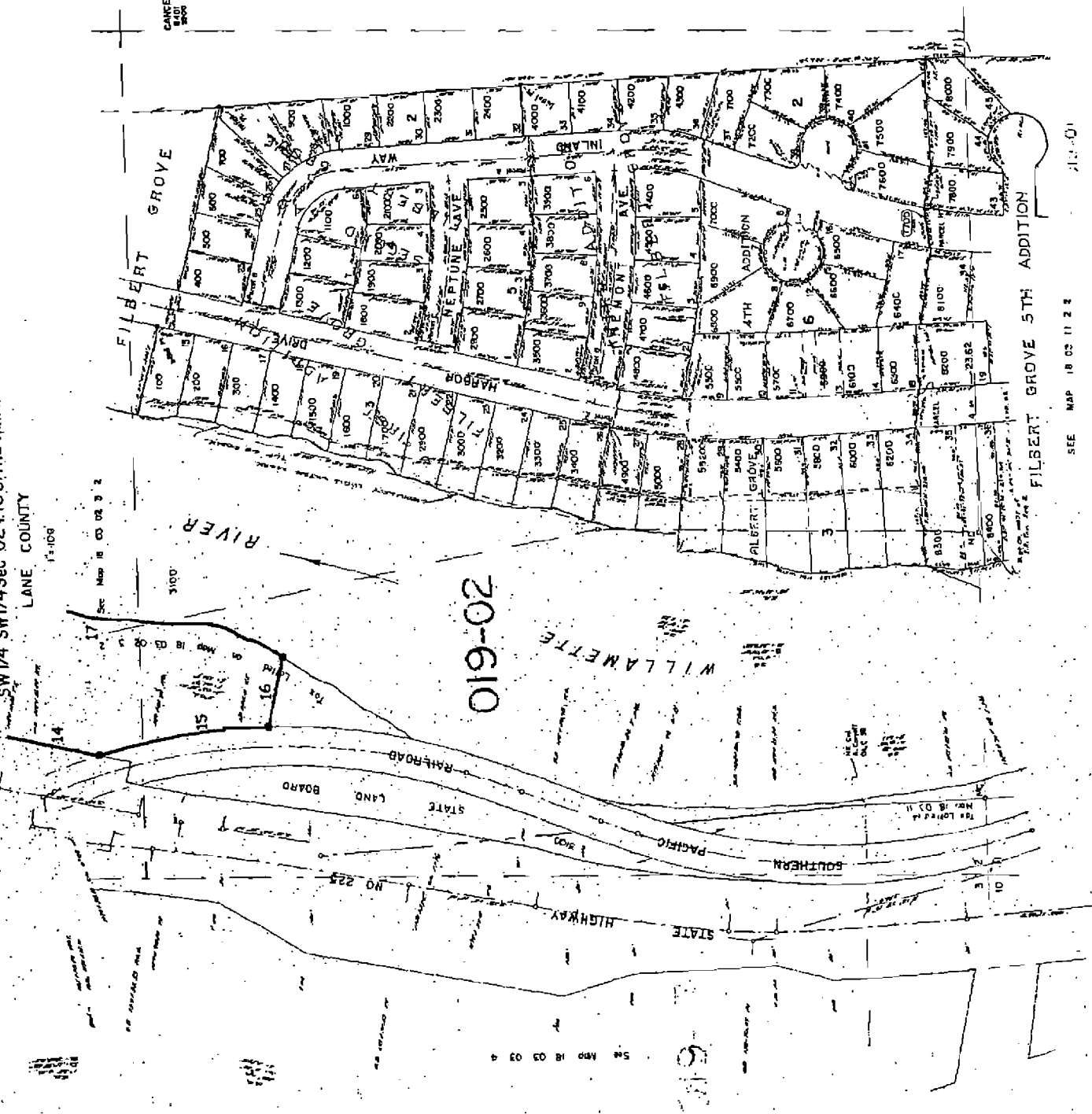
SW 1/4 SW 1/4 Sec 02 T. 18 S. R. 3 W. 11 M.
LANE COUNTY

13-108

Sec Map 18 03 02 3 2

CANCELLED
Map 18 03 02 3 2

See Map 18 03 02



20-610

WILLEMETTE

FILBERT GROVE 5TH ADDITION

SEE MAP 18 03 11 2 2

13-101

See Map 18 03 03 4

City of Springfield
 Development Services Department
 225 Fifth Street
 Springfield, OR 97477

3



Annexation Application Type IV

Application Type (Applicant: Check one)

Annexation Application Pre-Submittal:	<input type="checkbox"/>
Annexation Application Submittal:	<input checked="" type="checkbox"/>

Required Proposal Information (Applicant: Complete This Section)

Property Owner:	Wildish Land Co. / Eugene Allen Corp*	Phone:	541-485-1700
Address:	PO Box 742B Eugene OR 97401	Fax:	541-683-7722
		E-mail:	

Owner Signature:	<i>James A. Wildish</i>	James A. Wildish, Pres.
Owner Signature:		

Agent Name:	Randall S. Hledik	Phone	541-683-7712
Company:	Wildish Land Co. / Eugene Allen Corp.	Fax:	541-683-7722
Address:	PO Box 742B Eugene, OR 97401	E-mail	rhledik@wildish.com
Agent Signature:	<i>Randall S. Hledik</i>		

If the applicant is other than the owner, the owner hereby grants permission for the applicant to act in his or her behalf, except where signatures of the owner of record are required; only the owner may sign the petition.

ASSESSOR'S MAP NO:	18-03-02-20 18-03-02-32	TAX LOT NO(S):	3800, 3100, 320, 3300
Property Address:	4851*, 4857*, 5001 Franklin Blvd, Lane County, Oregon		
Area of Request:	38.28 acres		

Existing Use(s) of Property:	Former sand & gravel processing plant - currently primarily vacant.
Proposed Use of Property:	To Be Determined
NOTE: Asterisk(*) pertains to Eugene Allen Corp.	

Required Property Information (City Intake Staff: Complete This Section)

Case No.:	LRP 2009-00009	Date:	8/14/09	Reviewed By:	ACL
				(Initials)	

PRJ2008-00001

AUG 14 2009

Application Fee:	\$85,354.73	Postage Fee:	\$543.00	Total Fee:	\$85,897.73
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Date Received:

AUG 14 2009

Original Submittal OL

Owner Signatures

This application form is used for both the required pre-submittal meeting and subsequent complete application submittal. Owner signatures are required at both stages in the application process. **An application without the Owner's original signature will not be accepted.**

Pre-Submittal

The undersigned acknowledges that the information in this application is correct and accurate for scheduling of the Pre-Submittal Meeting.

Owner:

Date: _____

Signature

James A. Wildish

Print

Submittal

I represent this application to be complete for submittal to the City. Consistent with the completeness check performed on this application at the Pre-Submittal Meeting, I affirm the information identified by the City as necessary for processing the application is provided herein or the information will not be provided if not otherwise contained within the submittal, and the City may begin processing the application with the information as submitted. This statement serves as written notice pursuant to the requirements of ORS 227.178 pertaining to a complete application.

Owner:

Date: August 13, 2009

Signature

James A. Wildish

Print

Date Received:

AUG 14 2009

Original Submittal *[Signature]*



Since 1935

August 14, 2009

Andy Limbird, Planner
City of Springfield
225 Fifth Street
Springfield, OR 97477

Dear Mr. Limbird:

Subject: Annexation Request Submittal

Enclosed please find the filing materials and fee payment for the voluntary annexation of approximately 38 acres of land owned by this company and Eugene Allen Corp. (an affiliated company) located at or contiguous with property addressed as 4851, 4857 and 5001 Franklin Boulevard in the Glenwood neighborhood of Springfield.

This comparatively large property is situated at the southern entry to Springfield from Interstate 5, and is connected to Springfield and Eugene by the McVay Highway/Franklin Boulevard corridor. Formerly used as a sand and gravel processing site, the property is now largely vacant with the exception of an office/shop building leased to a heavy equipment operator training organization.

The property enjoys approximately 2900 feet of Willamette River frontage. It has direct access to McVay Highway, a two lane state highway. The property is presently served by water, sanitary sewer, electric and natural gas utilities. In the future, it is anticipated that storm water will be managed on-site in a manner similar to that of other recently developed properties in the area, e.g., Franz Bakery.

The topography is flat, and there are no wetlands or significant wildlife habitats identified on the site. Although portions of the property are within the regulated 100-year floodplain, it is important to note that the Federal Emergency Management Agency (FEMA) recently revised the "floodway boundary" in a manner that removed essentially all of the property from the floodway and its associated development constraints.

Pursuant to SDC 5.7-125(B)(13) and(14), the following information is provided:

A. The affected territory proposed to be annexed is within the City of Springfield's urban growth boundary, and is separated from the city limits only by a public right-of-way (McVay Highway).

B. The proposed annexation is consistent with applicable policies in the Eugene-Springfield Metro Area General Plan (2004 version). The property is designated Light Medium Industrial on the plan diagram, and zoned Light Medium Industrial. In particular, the annexation promotes Policy III-B-25: "Pursue an aggressive annexation program and servicing of designated industrial lands in order to have a sufficient supply of 'development ready' land". The proposed annexation is also consistent with applicable policies in the Glenwood Refinement Plan. It is located in Subarea 10, with a small portion in Subarea 9. It is within the Franklin Boulevard/Willamette River Corridor as well.

Date Received:

AUG 14 2009

P.O. Box 7428 Eugene, OR 97401 | 3600 Wildish Lane Eugene, OR 97408
Telephone: 541 485-1700 Fax: 541 683-7722 www.wildish.com
An Equal Opportunity Employer

C. The proposed annexation will result in a boundary in which the minimum level of key urban facilities and services as defined in the Metro Plan can be provided in an orderly, efficient and timely manner as outlined in the enclosed Annexation Agreement.

D. Fiscal impacts to the city are also addressed in the Annexation Agreement.

In regard to issues raised during the Pre-submittal meeting of April 21, 2009, enclosed please find a font-corrected legal description, as well as maps pertaining to McVay Highway and the location of water, sanitary sewer and electric utilities. The McVay Highway right-of-way is of variable width, and the paved surface is approximately 33 to 45 feet wide. Provisions for the location of access points are specified in the Annexation Agreement, and utility connections will be detailed in future development proposals.

We have no specific development plans for the land at this time. Coupled with its inclusion within the Glenwood Urban Renewal District and an Enterprise Zone, we believe the size and location of this property create a significant opportunity for meeting the neighborhood's and city's development goals. Annexation is the first necessary step toward this realization.

Thank you for your assistance in annexing this property.

Very truly yours,
Wildish Land Co.



Randall S. Hledik
Director, General Services

Encls
cc (w/o Encls): Mayor
City Manager

Date Received:

AUG 14 2009

Original Submittal RL

ANNEXATION/PETITION SIGNATURE SHEET
 Annexation by Individuals
 [SDC 5.7-125(2)(b)(i)/ORS 222.170(1)]

We, the following property owners of the following territory, consent to the annexation to the City of Springfield and concurrent annexation to Lane County Metropolitan Wastewater Service District and Willamalane Parks and Recreation District, as deemed necessary:

Signature	Date Signed m/d/y	Print Name	Residence Address (street, city, zip code)	Map and Tax Lot Number (example: 17-04-03-00-00100)	Land Owner	Acres (qty)
<i>James A. Wildish</i>	7/13/09	James A. Wildish, Pres	3600 Wildish Lane Eugene, OR 97408	18-03-02-20 TL 3200, 3300	X	
		Wildish Land Co.	5001 Franklin Blvd Lane County, OR	18-03-02-32 TL 3000	X	
		Eugene Allen Corp	4851 Franklin Blvd 4857 Franklin Blvd	18-03-02-20 TL 3000, 3100	X	
						34.84

Note: With the above signature(s), I am attesting that I have the authority to consent to annexation on my own behalf or on behalf of my firm or agency. (Attach evidence of such authorization when applicable.)

I, Randall S. Hledik (printed name of circulator), hereby certify that every person who signed this sheet did so in my presence, by Randall S. Hledik (signature of circulator)

CERTIFICATION OF OWNERSHIP

The total landowners in the proposed annexation are 2 (qty). This petition reflects that 2 (qty) landowners (or legal representatives) listed on this petition represent a total of 100 (%) of the landowners and 100 (%) of the acres as determined by the map and tax lots attached to the petition. A&T is not responsible for subsequent deed activity that may not yet be reflected on the A&T computerized tax roll.

[Signature]
 Lane County Department of Assessment and Taxation

4-13-09
 Date Signed and Certified

FORM 2

OWNERSHIP WORKSHEET

(This form is **NOT** the petition)

(Please include the name and address of ALL owners regardless of whether they signed an annexation petition or not.)

OWNERS

Property Designation (Map/lot number)	Name of Owner	Acres	Assessed Value	Imp. Y/N	Signed Yes	Signed No
18-03-02-20	Wildish Land Co.					
3200		24.91	849,182	Y	X	
3300		1.25	25,402	N	X	
18-03-02-32	Wildish Land Co.					
3800 (19-07)		1.07	9,819	N	X	
3800 (4-14)		5.69	70,179	N	X	
18-03-02-20	Eugene Allen Corp					
3000		0.17	23,609	Y	X	
3100		5.19	228,408	Y	X	
TOTALS:		38.28	1,206,599			

TOTAL NUMBER OF OWNERS IN THE PROPOSAL	2
NUMBER OF OWNERS WHO SIGNED	2
PERCENTAGE OF OWNERS WHO SIGNED	100
TOTAL ACREAGE IN PROPOSAL	38.28
ACREAGE SIGNED FOR	38.28
PERCENTAGE OF ACREAGE SIGNED FOR	100
TOTAL VALUE IN THE PROPOSAL	1,206,599
VALUE CONSENTED FOR	1,206,599
PERCENTAGE OF VALUE CONSENTED FOR	100

FORM 3

SUPPLEMENTAL INFORMATION FORM:

(Complete all the following questions and provide all the requested information. Attach any responses that require additional space, restating the question or request for information on additional sheets.)

Contact Person: Randall Hledik

E-mail: rhledik@wildish.com

Supply the following information regarding the annexation area ^{DR}

- Estimated Population (at present): ∅
- Number of Existing Residential Units: ∅
- Other Uses: Office/Storage/Shop Buildings
- Land Area: 38.28 total acres
- Existing Plan Designation(s): Light Medium Industrial
- Existing Zoning(s): Light Medium Industrial
- Existing Land Use(s): Rented to Heavy Equipment Training Center
- Applicable Comprehensive Plan(s): Eugene-Springfield Metro Area General
- Applicable Refinement Plan(s): Glenwood
- Provide evidence that the annexation is consistent with the applicable comprehensive plan(s) and any associated refinement plans. Metro Plan Policy III-B-25; "Pursue an aggressive annexation program and servicing of designated industrial lands in order to have a sufficient supply of "development ready" land", Glenwood Refinement Plan; Subareas 19 & 10.
- Are there development plans associated with this proposed annexation?

Yes _____ No X

If yes, describe.

- Is the proposed use or development allowed on the property under the current plan designation and zoning?

Yes _____ No _____ N/A

- Please describe where the proposed annexation is contiguous to the city limits (non-contiguous annexations cannot be approved under 5.7-140, Criteria).

Vicinity of Nugget Way and McVay Highway in Glenwood.
Separated only by public right-of-way.

Does this application include all contiguous property under the same ownership?

Yes X No _____

If no, state the reasons why all property is not included:

- Check the special districts and others that provide service to the annexation area:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Glenwood Water District | <input type="checkbox"/> Rainbow Water and Fire District |
| <input checked="" type="checkbox"/> Eugene School District | <input type="checkbox"/> Pleasant Hill School District |
| <input checked="" type="checkbox"/> Springfield School District | <input type="checkbox"/> McKenzie Fire & Rescue |
| <input type="checkbox"/> Pleasant Hill RFPD | <input type="checkbox"/> Willakenzie RFPD |
| <input type="checkbox"/> EPUD | <input checked="" type="checkbox"/> SUB |
| <input checked="" type="checkbox"/> Willamalane Parks and Rec District | <input checked="" type="checkbox"/> Other |

Lane County, Lane Community College, Lane Education Service District, Glenwood Urban Renewal District

- Names of persons to whom staff notes and notices should be sent, in addition to applicant(s), such as an agent or legal representative.

Randall Hedik

(Name)

 (Address)

 (City) (Zip)

(Name)

 (Address)

 (City) (Zip)

(Name)

 (Address)

 (City) (Zip)

(Name)

 (Address)

 (City) (Zip)

After Recording Return to:
 City of Springfield
 Public Works Department
 225 Fifth Street
 Springfield, OR 97477
 Attn: Engineering Division

Place Bar Code Sticker Here:

ANNEXATION AGREEMENT

This Annexation Agreement ("Agreement") is made between the City of Springfield, an Oregon municipal corporation ("City") and Wildish Land Co. and Eugene Allen Corp. ("APPLICANT").

RECITALS

- A. APPLICANT owns the parcel(s) of land legally described in Exhibit A, the Property, and shown on the map attached as Exhibit B. The property is proximate to the jurisdictional limits of the City and is subject to annexation by the City of Springfield following minor boundary change processes.
- B. APPLICANT has submitted to the City a request for an Annexation Agreement, dated January 31, 2008, for Assessor's Map No. 18030220 Tax Lots 3000, 3100, 3200, 3300 & Map No. 18030232 Tax Lot 3800.
- C. APPLICANT wishes to annex the Property to the City and seeks support from the City for the annexation.
- D. The Property is currently designated as Light Medium Industrial (LMI) on the Metro Plan and is zoned LMI with Urbanizable Fringe Overlay (UF-10) according to the Springfield Zoning Map.
- E. Annexation of the Property requires a showing under SDC 5.7-125 that the Property can be provided with the minimum level of key urban facilities and services as defined in the Metro Plan Policy 8a and 8b, p.II-C-4, and such showing is supported by the substantial evidence in the record of the proceeding on this annexation. City staff has determined the minimum level of key urban services is currently available to the Property with the exception of public wastewater service, public stormwater management service, street connectivity to adjoining property, and Fire and Life Safety services that fully meet City Standards. Applicant's adherence to the requirements of this Agreement will result in the property being provided with the minimum level of key urban facilities and services for those uses authorized by the current zone. However, in the absence of a development proposal, City cannot represent when the orderly and efficient delivery of service might occur or whether or not the timing of availability of each service will be consistent with the requirements of any future development proposal. With reference to the provision of water and electricity, the City will rely upon Springfield Utility Board to indicate the availability of such services.
- F. The purpose of this Agreement is to memorialize APPLICANT's and City's commitment and agreement to the allocation of financial responsibility for public facilities and services for the

Property and other users of the facilities, sufficient to meet the City's requirements for the provision of key urban services, including long term public wastewater, stormwater management systems, interconnected transportation systems, and Fire and Life Safety services necessary for an affirmative City recommendation for the annexation request.

G. A public wastewater system with sufficient capacity to serve the Property and other existing and proposed land uses in the vicinity of the Property is necessary to support a finding that this key urban service is available to serve the Property.

- The Property is currently provided public wastewater service by an 8-inch diameter line located near the westerly boundary of the Property near the intersection of Nugget Way and McVay Highway. This line, constructed in 1999, flows west in Nugget Way, then north into the Nugget Way Lift Station at the corner of Nugget Way and East 19th Avenue. A 6-inch pressure line then extends from the lift station within East 19th Avenue, Henderson Avenue, and East 17th Avenue to a gravity main in Glenwood Boulevard. The public sewer system described in this recital is hereinafter referred to as the "Nugget Way Sewer".
- Pursuant to the City's recently adopted Wastewater Master Plan prepared by CH2MHill in 2008 and recent City improvements and testing to reduce infiltration and inflow into the Nugget Way Sewer, sufficient capacity exists to serve the Property under the Current Zoning.
- The Nugget Way Lift Station was designed to accommodate a peak flow of up to 672 gallons per minute (GPM) from sources located on the Property, as well as from sources with property frontage along Nugget Way and Newman Street. Recent drawdown tests performed by Metropolitan Wastewater Management Commission (MWWC) staff show the firm capacity of the lift station to be 642 GPM. Development by APPLICANT or other parties adjacent to the Nugget Way Wastewater System that causes flows to exceed the 642 GPM maximum firm capacity in the Nugget Way Wastewater System would require additional wastewater sewer service.
- The Nugget Way Lift Station was sized to accept sewer flows from a basin of approximately 85 acres, of which the subject Property comprises approximately 40 acres. The proportionate flow share from the APPLICANT's 40 acres is 300 GPM, based upon the firm capacity of the lift station. Development by APPLICANT that causes flows to exceed the designed 300 GPM from the property would require additional wastewater sewer service.

H. A stormwater management system with sufficient capacity to serve the Property and other existing and proposed land uses in the vicinity of the Property is necessary to support a finding that this key urban service is available to serve the Property.

- A public stormwater management system with sufficient capacity to accommodate adjacent roadway storm water runoff will be necessary to support a finding by the City that this key urban service is available to serve the Property.
- It is presently unknown whether future development of the properties located in catchments three and five of the City's approved Stormwater Master Facilities Plan as approved on

October 20, 2008, will require treatment and conveyance of stormwater on, through, or across the Property.

- Section 1.4 including subsections 1.4.1 through 1.4.7 implement this Recital.
- I. An interconnected transportation system with the existing and proposed land uses in the vicinity of the Property is required in order to provide access and a transportation system for the provision of Fire and Life Safety services to and from the annexed property.
- The Property is bounded to the West by McVay Highway, currently owned and operated by the Oregon Department of Transportation (ODOT). McVay Highway is an unimproved two lane striped asphalt mat street with a center turning lane along a portion of the APPLICANT's Property frontage. McVay Highway is not improved to full Urban Standards.
 - Nugget Way intersects McVay Highway on the west side of McVay near the northern portion of the APPLICANT's Property frontage. Nugget Way is classified by Lane County as Local Access Road (LAR) and is under County Jurisdiction, and contains curb, gutter, a limited drainage system and a limited number of street lights. Nugget Way is not improved to full Urban Standards. There is no public maintenance by City or Lane County of Nugget Way.
- J. The minimum urban level of fire and life safety services necessary to fully meet City standards may be currently available to the Property. The provision of additional services may be necessary for uses that require improved response times or other Fire and Life Safety services or equipment to ensure City standards are met. Additional services may also be required in the event a development is proposed for the property which impacts road capacity and adversely effects response times.
- K. Portions of the Property are located within the floodplain and floodway of the Willamette River, as depicted on the Flood Insurance Rate Maps (FIRMs) issued by the National Flood Insurance Program (NFIP). The APPLICANT has submitted to the Federal Emergency Management Agency (FEMA), with City and Lane County concurrence, a proposed Letter of Map Revision (LOMR) to the current FIRMs. These maps have been reviewed by FEMA and result in changes to the floodplain and floodway in the area of the proposed annexation. The new FIRMs will become effective July 27, 2009.
- L. In order to facilitate orderly development of the Property and ensure the full provision of key urban services that are satisfactory to the City and meet the City's conditions for an affirmative recommendation for annexation to the Common Council, and in exchange for the obligations of the City set forth below, APPLICANT shall comply with all requirements imposed on APPLICANT in this Agreement.
- M. With respect to BOLI wages, the parties understand that Applicant may construct infrastructure with its own resources and funding that may, ultimately, be turned over to the public. In such event, current BOLI interpretation would appear to exempt such construction from BOLI prevailing wage requirements. This document is written in light of current BOLI interpretation. In the event such interpretation were to change, Applicant shall defend, indemnify and hold

harmless City from all claims, causes of action, attorney fees, wage claims and costs arising out of any change in such interpretation.

Now, therefore based upon the foregoing Recitals, which are specifically made a part of this Agreement, the parties agree as follows:

AGREEMENT

1. Obligations of APPLICANT. Consistent with the above Recitals and subject to the issuance of Site Plan and Public Improvement Plan approvals, APPLICANT shall perform the requirements and obligations set forth in this section.
 - 1.1. Apply for, and obtain, Tentative Site Plan approval, pursuant to the applicable Springfield Development Code Sections. This Paragraph is subject to the requirements of Section 8, below.
 - 1.2. Apply for, and obtain, Final Site Plan approval, pursuant to the applicable Springfield Development Code Sections in effect at the time development is proposed. This Paragraph is subject to the requirements of Section 8, below.
 - 1.3. Secure City Engineer approval of any necessary Public Improvement Plans, Final Inspection, submittal and approval of any necessary As-built Plans and Acceptance by the Common Council prior to Occupancy. Approval for any new structure on the Property is contingent upon development of on-site and off-site public wastewater conveyance systems to provide wastewater service to the development as follows:
 - 1.3.1. In the event development on the Property exceeds the planned sewer flow of 300 GPM, the APPLICANT must develop additional on-site and/or off-site public wastewater conveyance systems to provide wastewater service to the Property.
 - 1.3.2. If capacity of the Nugget Way Sewer cannot be increased to accommodate additional flow, APPLICANT shall participate in the construction of a new trunk sewer line ("Trunk Sewer") by paying to City a portion of the estimated cost to construct the Trunk Sewer; the amount shall be proportional to the APPLICANT'S use relative to the design capacity of the Trunk Sewer.
 - 1.3.3. In furtherance of the requirements set forth in this paragraph 1.7, APPLICANT shall fund the purchase and installation, in an amount not to exceed \$10,000, at a location specified by the City Engineer, of an approved flow meter to monitor wastewater flows in the Nugget Way Sewer. The City will accept ownership and maintenance responsibility of said flow meter.

- 1.3.4. APPLICANT shall bear the full cost and obligation to design, construct, and maintain until accepted by City the onsite proposed wastewater system that connects to the existing public system, including but not limited to associated easements, engineering costs, permit applications and fees, legal costs, construction and inspection costs, and the preparation of As-built Plans.
- 1.3.5. Concurrent with approval of any application for the initial discretionary development or land division for any portion of the Property, APPLICANT will provide financial security acceptable to the City for all costs associated with the above described (Section 1.3 et seq.) wastewater system construction. APPLICANT is directed to Paragraph 13 of this Agreement concerning current requirements in relation to regulations of the Bureau of Labor and Industries (BOLI) and the payment of prevailing rate of wage. The cost of all publicly funded public improvements shall be estimated based upon the prevailing rate of wage and financial security shall be adequate to provide for the payment of said prevailing rate of wage.
- 1.4 Secure City Engineer approval of any necessary Public Improvement Plans, Final Inspection, submittal and approval of any necessary As-built Plans and Acceptance by the Common Council prior to Occupancy. Approval for any new structure on the Property is contingent upon development of on-site and off-site stormwater management systems to provide drainage service to the development as follows:
- 1.4.1 APPLICANT shall be required to provide and be financially responsible for provision and construction of a stormwater management system to serve the Property and its related public improvements.
- 1.4.2 APPLICANT shall prepare the studies, plans, permit applications, and other supporting documentation necessary to obtain the permits and other approvals necessary to construct the stormwater management systems described in Paragraph 1.4.1, above.
- 1.4.3 APPLICANT will develop the Property in accordance with stormwater quality measures in effect at the time of development application submittal to detain, retain, and infiltrate runoff. The standards for stormwater quality management shall be those set forth in the City's *Engineering Design Standards and Procedures* manual ("Manual"), as said Manual may be amended over time. Particular attention shall be paid to mitigating impacts from pollutants for which Total Maximum Daily Load (TMDL) standards set forth in the Manual have been, or will be, established by the State of Oregon.
- 1.4.4 Except as may be specified or required by Section 1.6.5, APPLICANT may develop all or part of the stormwater management system pursuant to this Section 1.4 within the Riparian Corridor as described in Section 1.5 below.
- 1.4.5 APPLICANT shall bear the full cost and obligation to design, construct, and maintain until accepted by City the proposed stormwater management system that connects to the existing public systems, including, but not limited to, associated easements, engineering

costs, permit applications and fees, legal costs, construction and inspection costs, and the preparation of any necessary As-built Plans.

- 1.4.6 Concurrent with approval of any application for the initial discretionary development or land division for any portion of the Property, APPLICANT will provide financial security acceptable to the City for all costs associated with the public stormwater management system construction. APPLICANT is directed to Paragraph 13 of this Agreement concerning current requirements in relation to regulations of the Bureau of Labor and Industries (BOLI) and the payment of prevailing rate of wage. The cost of all publicly funded public improvements shall be estimated based upon the prevailing rate of wage, and financial security shall be adequate to provide for the payment of said prevailing rate of wage.
- 1.4.7 APPLICANT agrees that it will cooperate with the City in determining the most efficient and appropriate way of treating and conveying stormwater from properties located in catchments three and five of the City's approved Stormwater Master Facilities Plan as approved on October 20, 2008. To the extent that a public stormwater system is required to treat and convey stormwater on, through or across the property, City shall first work with APPLICANT to determine if existing easements on the property may be utilized for such treatment and conveyance. In the event existing easements on the property are insufficient for treating and conveying stormwater, City may condition a development application as set forth in Section 10B. Further, nothing herein shall be construed as a limitation upon the City's right of eminent domain.
- 1.5 As a component of each development application for the Property, APPLICANT shall be required to reserve sufficient lands along the frontage of the Property with the Willamette River to provide a riparian corridor. The area of the Property reserved for this riparian corridor shall be as specified in the Springfield Development Code Section applicable at the time development is proposed. APPLICANT may also propose using this corridor to meet or partially meet requirements of the Willamette River Greenway setback and provisions of the Clean Water Act as required in the Springfield Development Code Section applicable at the time development is proposed. Though the City cannot provide any guarantee that the City's approvals will be granted, the City will process such proposals in accordance with City standards and procedures.
- 1.6 Secure City Engineer approval of any necessary Public Improvement Plans, Final Inspection, submittal and approval of any necessary As-built Plans and Acceptance by the Common Council prior to Occupancy. Approval for any new structure on the Property is contingent upon development of on-site and off-site public street systems to provide interconnected transportation service to the development as follows:
 - 1.6.1 APPLICANT shall be responsible for frontage and public transportation improvements for that portion of the annexation site abutting McVay Highway from the annexing Property's northern property line southward to the base of the bridge where McVay Highway begins to cross over the existing rail line.
 - 1.6.2 Roadway improvements shall be subject to transportation infrastructure plan policies, development and building code criteria, design and construction standards, City

intersection control specifications, and associated fees in effect at the time of development. If ODOT is the road authority at time transportation improvements are made, then ODOT construction standards and permitting requirements shall also be met.

- 1.6.3 The annexing property will be accessed from no more than two points: one at the intersection of McVay Highway and Nugget Way, and one at the southern end of the property as determined by the City Engineer during site development. If ODOT is the road authority at the time improvements are made, then access points are also subject to ODOT access permitting requirements and approvals.
- 1.6.4 APPLICANT is responsible for one half the cost of intersection control, as specified by the applicable road authorities, at the McVay Highway/Nugget Way intersection. APPLICANT is responsible for the full cost of improvements at the property's southern access location. In the event that additional right of way is needed for the intersection improvements to the McVay/Nugget intersection and the future southern access point, that right of way will be provided by the APPLICANT at no cost to the public.
- 1.6.5 Upon annexation, APPLICANT shall dedicate a 20-foot wide public easement along the Willamette River riverfront within the 75 foot riparian setback sufficient for that portion of the Glenwood Riverfront Path required and depicted on the annexing property in the Glenwood Refinement Plan, the Willamalane Comprehensive Plan and TransPlan. It is the City's intent to acquire the right of way for the Glenwood Riverfront Path from the Applicant and other property owners abutting the river at time of annexations. The Applicant will not be required to pay for the construction of the bike path on the Glenwood Riverfront Path. It is the City's intent to locate the path as close to the river as is feasible, consistent with topography and requirements of the Clean Water Act and other land use and environmental restrictions and requirements so as not to unduly impede APPLICANT's ability to use the land within the riparian setback for uses permitted therein.
- 1.6.6 APPLICANT shall provide future right of way to the public, at no cost, for the installation of a public transit stop to the east of the existing right of way should a transit stop be located along the frontage of the annexed property.
- 1.6.7 APPLICANT shall prepare the studies, plans, permit applications, and other supporting documentation necessary to obtain the permits and other approvals to construct the transportation systems required at the time of development.
- 1.6.8 APPLICANT shall bear the full cost and obligation to design, construct and maintain until accepted by the City the transportation systems required at the time of development, including but not limited to associated right-of-way, easements,

engineering costs, permit applications and fees, legal costs, construction and inspection costs, and the preparation of As-built plans.

- 1.6.9 Concurrent with approval of any application for the discretionary development or land division for any portion of the Property, APPLICANT will provide financial security acceptable to the City for all costs associated with the above transportation system construction. APPLICANT is directed to Section 13 of this Agreement concerning current requirements in relation to regulations of the Bureau of Labor and Industries (BOLI) and the payment of prevailing rate of wage. The cost of all publicly funded public improvements shall be estimated based upon the prevailing rate of wage, and financial security shall be adequate to provide for the payment of said prevailing rate of wage.
- 1.7 Provide and be financially responsible for the provision of any additional urban facilities and services identified during the review and approval of the Tentative Site Plan and/or the Public Improvement Plans as necessary to serve the development of the Property, including the construction and maintenance thereof.
- 1.8 In determining APPLICANT's share of costs for the improvements described in this Agreement, the full cost for the provision of the improvements at the time of construction shall be used. For the purposes of this Agreement, the full cost shall include design, construction, acquisition of land and/or easements, studies, permits from all agencies having jurisdiction, attorney's fees, and all other costs reasonably associated with the implementation of the needed improvements.
2. Obligations of City. Consistent with the above Recitals, City agrees to:
- 2.1 Initiate and support annexation of the Property to the City before the Common Council and support APPLICANT's defense of any appeal of a decision to the City. However, the City will not assume any financial responsibility to provide legal counsel on appeal.
- 2.2 Conduct the timely review and decision making of the Tentative Site Plan, Final Site Plan, and any necessary Public Improvement Plan applications in accordance with City procedures for the development of the Property.
- 2.3 Work cooperatively with the City's urban renewal agency ("SEDA"), to foster and provide support, including financial support, through the adopted Glenwood Urban Renewal Plan for public infrastructure and activities enhancing the development and redevelopment of Glenwood property near and along McVay Highway.
- 2.4 For costs associated with off-site public improvements, City shall, in accordance with applicable Springfield Municipal Code requirements, credit APPLICANT for Systems Development Charges.
- 2.5 In the event City requires a public improvement to be overbuilt for public use by other than the Owner of the property and provides public funds to assist with such overbuilding, City shall reimburse Applicant its increased costs associated with such overbuilding (e.g., if oversizing increases the width of a pipe from 8" to 12", or the City requires an otherwise larger, different or additional facility, City shall be responsible for the differential cost of that

project, if any, including any difference between non-BOLI prevailing wage rates and applicable BOLI/prevailing wage rates that Applicant may incur as a result of such overbuilding requirement. In the case of the oversizing example described above, City would be responsible for the difference between the cost of a 12" pipe installed at prevailing wages rates and the cost of an 8" pipe installed at rates applicable if the pipe installation were not subject to prevailing rate requirements.)

3. The requirements of Section 1 are base requirements in order to secure annexation approval. In the event that the Comprehensive plan designation for the property and zoning on the property is changed prior to submission of any development application for the property, then City will, in addition to the requirements of Section 1, apply the development standards in effect at the time of such application(s) for the purpose of requiring public street improvements (See Section 10B).
4. Covenants Running With the Land. It is the intention of the parties that the covenants herein are necessary for the annexation and development of the Property and as such shall run with the Property and shall be binding upon the heirs, executors, assigns, administrators, and successors of the parties hereto, and shall be construed to be a benefit to and burden upon the Property. This Agreement shall be recorded, at APPLICANT's expense, upon its execution in the Lane County Deeds and Records. This Agreement may be assigned by APPLICANT and shall continue to apply to any assigns or successors in interest to APPLICANT. Execution of this Agreement is a precondition to the support of the City for annexation of the Property described in Exhibit A to the City. Accordingly, the City retains all rights for enforcement of this Agreement.
5. Limitations on the Development. No portion of the Property shall be developed prior to the approval of a Tentative Site Plan and any necessary Public Improvement Plans for the wastewater system, stormwater management system, and transportation system for the proposed development.
6. Mutual Cooperation. City and APPLICANT shall endeavor to mutually cooperate with each other in implementing the various matters contained herein.
7. Waiver of Right of Remonstrance. APPLICANT agrees to sign any and all waivers, petitions, consents and all other documents necessary to obtain the public facilities and services described herein as benefiting the Property, under any Improvement Act or proceeding of the State of Oregon, Lane County or the City and to waive all rights to remonstrate against these improvements. APPLICANT does not waive the right to protest the amount or manner of spreading the assessment thereof, if the assessment appears to APPLICANT to be inequitable or operate unfairly upon the Property. APPLICANT waives any right to file a written remonstrance against these improvements. APPLICANT does not waive its right to comment upon any proposed Local Improvement District (LID) or any related matters orally or in writing.
8. Modification of Agreement. This Agreement may only be modified in writing signed by both parties. Any modifications to this Agreement shall require the approval of the Springfield Common Council. This Agreement shall not be modified such that the minimum level of key urban facilities and services as defined in the Metro Plan Policy 8a and 8b, p.II-C-4 and as required herein are not provided in a timely manner to the Property.
9. Land Use. Nothing in this Agreement shall be construed as waiving any requirements of the Springfield Development Code or Springfield Municipal Code which may be applicable to the use and development of this Property. Nothing herein shall be construed as City providing or agreeing

to provide approval of any building, land use, or other development application or Land and Drainage Alteration Program (LDAP) permit application submitted by APPLICANT. APPLICANT is responsible for obtaining, at APPLICANT's expense, all State and/or Federal permits and any other approvals as may be required.

10. A) Dolan. APPLICANT knows and understands its rights under Dolan v. City of Tigard (512 U.S. ___ 114 S. Ct. 2309, 1994) and by entering into this Agreement hereby agrees that the obligations of APPLICANT, for payments, financial responsibility and reimbursements set forth in Section 1, required herein, are roughly proportional to the burden and demands placed upon the urban facilities and services by the LMI development and to the impacts of the development of the Property. APPLICANT waives any cause of action it may have pursuant to Dolan v. City of Tigard and cases interpreting the legal effect of Dolan arising out of the annexation of the property as currently designated LMI on the Metro Plan and as zoned LMI (UF-10) on the Springfield Zoning map.
 - B) In the event development applications are submitted after any change in the comprehensive plan designation and zoning on the property occurred (from LMI to another designation and zoning), then the roughly proportional principles of Dolan shall apply to any requirements for public improvements, which are conditions imposed by the City in excess of the requirements in Section 1.
11. Ballot Measure 37. APPLICANT knows and understands any rights it may have under Oregon Revised Statutes (ORS) Chapter 197 as amended by Ballot Measure 37 passed November 2, 2004. APPLICANT for itself and its heirs, executors, assigns, administrators and successors hereby waives any claim or cause of action it may have under such ORS provisions against the City.
12. Invalidity. If any provision of this Agreement shall be deemed unenforceable or invalid, such enforceability or invalidity shall not affect the enforceability or validity of any other provision of this Agreement. The validity, meaning, enforceability, and effect of the Agreement and the rights and liabilities of the parties hereto shall be determined in accordance with the laws of the State of Oregon.
13. BOLI/Prevailing Wage Rate. The APPLICANT will require, as a condition of any publicly funded contract for construction of the public improvements described in Sections 1.3, 1.4, and 1.5, that the specifications for such contract shall contain a provision:
 - A. complying with the provisions of ORS 279C.830, with respect to the payment of the prevailing rate of wage;
 - B. requiring that each and every contractor or subcontractor shall file such bonds as may be required under ORS 279C.836;
 - C. requiring that any contractor or subcontractor shall comply with each and every provision of ORS 279C.800 – 870, with respect to such PROJECT.

Any and all cost estimates shall be prepared on the basis of prevailing rates of wage.

DATED this 14th day of August, 2009.

IN WITNESS WHEREOF, the APPLICANT and City have executed this Agreement as of the date first herein above written.

APPLICANT

Wildish Land Co.

James A. Wildish
James A. Wildish, President OWNER

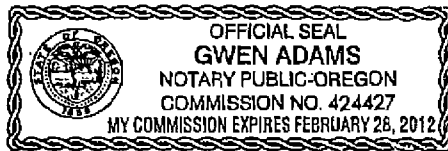
Eugene Allen Corp.

James A. Wildish
James A. Wildish, President OWNER

STATE OF OREGON)
) SS.
COUNTY OF LANE)

BE IT REMEMBERED that on this 14th day of August, 2009 before me, the undersigned, a notary public in and for said County and State, personally appeared the within named James A. Wildish whose identity was proved to me on the basis of satisfactory evidence and who executed the within instrument and acknowledged to me that James A. Wildish executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Gwen Adams
NOTARY PUBLIC FOR OREGON
2/28/12
MY COMMISSION EXPIRES

CITY OF SPRINGFIELD

Joseph J. Lavin
8 / 18 / 09

By: _____
Gino Grimaldi, City Manager

STATE OF OREGON)
) SS.
COUNTY OF LANE)

BE IT REMEMBERED that on this _____ day of _____, 2009, before me, the undersigned, a notary public in and for said County and State, personally appeared the within named Gino Grimaldi whose identity was proved to me on the basis of satisfactory evidence and who by me duly sworn, did say that he is the City Manager of the within named municipal corporation and does acknowledge said instrument to be the free act and deed of said municipal corporation, and that the seal affixed to said instrument is the Corporate seal of said municipal corporation, and that said instrument was signed and sealed in behalf of said municipal corporation by authority of its Common Council.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

NOTARY PUBLIC FOR OREGON

MY COMMISSION EXPIRES

**TYPE IV – ANNEXATION
STAFF REPORT AND RECOMMENDATION**



File Name: Wildish Land Co. Annexation

Owner(s)/Applicant(s): Wildish Land Co. & Eugene Allen Corp.

Case Number: C SP 2009 - LRP2009-00009

Proposal Location: Mostly vacant industrial land lying east of Nugget Way between McVay Highway and the west bank of the Willamette River, in Glenwood.

Existing Zoning: Light Medium Industrial (LMI) with Urbanizable Fringe Overlay (UF-10)

Zoning After Annexation: LMI

Metro Plan Designation: LMI

Refinement Plan Designation: LMI (*Glenwood Refinement Plan*)

Application Submittal Date: August 14, 2009

Associated Applications: ZON2008-00001 & ZON2009-00008 (Development Issues Meetings); PRE2009-00010 (Pre-submittal Application)

CITY OF SPRINGFIELD'S DEVELOPMENT REVIEW COMMITTEE

POSITION	REVIEW OF	NAME	PHONE
Project Manager	Planning	Andy Limbird	726-3784
Transportation Planning EIT	Transportation Systems	Jon Driscoll	726-3679
Public Works Civil Engineer	Streets and Utilities	Clayton McEachern	726-1036
Deputy Fire Marshal	Fire and Life Safety	Gilbert Gordon	726-2293
Community Services Manager	Building	Dave Puent	726-3668

APPLICANT'S DEVELOPMENT REVIEW TEAM

POSITION	NAME	PHONE	MAILING ADDRESS
Applicant	Randy Hledik Wildish Land Co.	683-7712	P.O. Box 7428 Eugene, OR 97401
Owner	James Wildish Wildish Land Co. & Eugene Allen Corp.	485-1700	P.O. Box 7428 Eugene, OR 97401

Review Process (SDC 5.7-115): The subject annexation application is being reviewed under Type IV procedures, without Planning Commission consideration.

Development Issues Meeting (SDC 5.7-120): A Development Issues Meeting (DIM) is required of all annexation applications.

Finding: A Development Issues Meeting (DIM) for the subject annexation was held on April 9, 2009 (Case ZON2009-00009).

Conclusion: The requirement in SDC 5.7-120 is met.

Annexation Initiation and Application Submittal (SDC 5.7-125): An annexation application may be initiated by written consents from affected electors and/or property owners.

Finding: The applicant has submitted the list of owners, affected tax lots, street addresses, signed petitions and written consents to annexation in accordance with SDC 5.7-125.B. Pursuant to SDC 5.7-125.B.2.b and ORS 222.170(1), the forms are completed and signed by more than half the owners of land in the territory, who also own more than half the land in the contiguous territory and of real property therein representing more than half the assessed value of all real property in the contiguous territory.

Finding: The applicant has provided written consents to annexation from 100% of the owners of land in the territory, who own 100% of the contiguous land and real property therein and 100% of the assessed value.

Conclusion: The application requirements in SDC 5.7-125 have been met.

Site Information: The annexation area includes five contiguous tax lots on the east side of McVay Highway (State Highway 225), south of Riverside Mobile Home Court, west of the Willamette River, and north of the Southern Pacific Railroad line. The subject annexation area comprises approximately 38.28 acres and contains a two-story office and maintenance shop building. The site is a former gravel and concrete processing plant, but is now mostly vacant. The subject annexation territory is intended to remain as vacant industrial land and there are no current development plans for the property. The applicant and staff are not requesting annexation of the fronting public street right-of-way at this time because the street has not been developed to urban standards. Street frontage improvements can and will be constructed by the property owner/developer as site development proceeds. The property owner's obligations for street improvements are described in the attached Annexation Agreement.

Existing public services are provided to the annexation area as follows: police (Lane County Sheriff, Springfield Police Department), schools (Eugene 4J), roads (Lane County, ODOT), and Fire (City of Springfield under contract). Glenwood Water District provides water and contracts with the City for provision of fire service to the proposed annexation area. Upon annexation, the City of Springfield will be entirely responsible for urban services, including electricity, water and fire response to the subject area.

Notice Requirements (SDC 5.7-130): Consistent with SDC 5.7-130, notice was provided as follows:

Mailed Notice. Notice of the annexation application was mailed October 9, 2009, which is at least 14 days prior to the public hearing date, to the affected property owner(s); owners and occupants of properties located within 300 feet of the perimeter of the affected territory; affected neighborhood groups or community organizations officially recognized by the city that includes the affected territory; affected special districts and all other public utility providers; and the Lane County Land Management Division, Lane County Elections, and the Lane County Board of Commissioners.

Newspaper Notice. Notice of the November 2, 2009 public hearing was published in *The Register-Guard* on October 14 and October 21, 2009.

Posted Notice. Notice of the November 2, 2009 public hearing was posted in six public places in the City [in three locations along the property frontage on McVay Highway; at the Springfield City Hall and in the Development Services office; and on the City of Springfield website] on October 14, 2009, for two successive weeks prior to the hearing date.

Finding: Upon annexation of the subject property to the City the current LMI zoning will be retained, but the Urbanizable Fringe Overlay District (UF-10) will no longer apply. Due to this change, the Oregon Department of Land Conservation and Development (DLCD) was notified in writing of the annexation proceedings more than 45 days prior to the public hearing. Notification to DLCD was sent on August 21, 2009.

Conclusion: Notice of the public hearing was provided consistent with SDC 5.7-130.

Recommendation to City Council (SDC 5.7-135): The Director shall forward a written recommendation on the annexation application to the City Council based on the approval criteria specified in Section 5.7-140, which are provided as follows with the SDC requirements, findings, and conclusions. The Director's recommendation follows SDC 5.7-140, Criteria.

Criteria (SDC 5.7-140): The application may be approved only if the City Council finds that the proposal conforms to the following criteria:

- A. The affected territory proposed to be annexed is within the City's urban growth boundary; and is**
1. **Contiguous to the city limits; or**
 2. **Separated from the City only by a public right of way or a stream, lake or other body of water.**

Finding: The subject annexation is located within the acknowledged urban growth boundary (UGB) of the Eugene-Springfield Metropolitan Area General Plan (Metro Plan). The annexation area does not directly abut the Springfield city limits, but is only separated by an intervening public right-of-way (McVay Highway) therefore meeting the statutory definition of contiguity as found in ORS 222.111(1)

Conclusion: The proposal meets this criterion.

- B. The proposed annexation is consistent with applicable policies in the Metro Plan and in any applicable refinement plans or Plan Districts;**

Finding: The *Metro Plan* was acknowledged by the Land Conservation and Development Commission (LCDC) in August, 1982 and has been subsequently amended. The annexation area is located within the acknowledged UGB of the *Metro Plan*. Territory within the UGB ultimately will be within the City of Springfield.

Finding: The *Metro Plan* recognizes that, ultimately, all territory within the UGB will be annexed to an existing city (Policy #10, page II-C-4; Policy #16, page II-C-5; and Policy #21, page II-C-6). Springfield is the unit of government identified in the *Metro Plan* to provide urban services to annexed territory.

Finding: The *Metro Plan* recognizes that as annexations to the City occur, existing special service districts within the UGB will be dissolved (Policy #18, page II-C-6). The continued annexation of properties and public street rights-of-way to the City of Springfield is consistent with the Metro Plan, which will result in the elimination of several special districts within the urbanizable area.

Finding: The annexation area is within the Glenwood Water District. The water district also has service arrangements with Springfield for provision of fire response to unincorporated areas of Glenwood. After the public hearing and if determined by the City Council that withdrawal is in the best interest of the City, the

annexation area will be withdrawn from the Glenwood Water District consistent with ORS 222.510, 222.520, and 222.525 and Springfield Utility Board will provide water service directly to the annexed property,

Finding: After the public hearing and if determined by the City Council that annexation is in the best interest of the City, the annexation area will be annexed into the Lane County Metropolitan Wastewater Service District as authorized by an Intergovernmental Agreement (IGA) between the City of Springfield and Lane County. This special district was formed to provide the financing for the regional wastewater treatment plant serving wastewater users within the City of Springfield.

Finding: After the public hearing and if determined by the City Council that annexation is in the best interest of the City, the annexation area will be annexed into the Willamalane Park and Recreation District as authorized by an intergovernmental agreement between the City of Springfield and Lane County. The park district provides park and recreation facilities and services to territory within the City of Springfield.

Finding: The subject property is located within Subarea 10 – South McVay Industrial of the *Glenwood Refinement Plan*. The adopted Refinement Plan (Subarea 10, Policy 1) contemplates continued light-medium industrial land use on the site. There are no proposed changes to the current LMI zoning for the subject annexation area.

Conclusion: The proposal meets this criterion.

C. The proposed annexation will result in a boundary in which the minimum level of key urban facilities and services as defined in the Metro Plan can be provided in an orderly efficient and timely manner, and

Finding: The *Metro Plan* recognizes annexation as the highest priority for extending the minimum level of key urban facilities and services to urbanizable areas (Policies #8 and #10, page II-C-4).

Finding: The territory requested for annexation will take advantage of urban service delivery systems that are already in place or can be logically extended to serve this area. In addition to urban utilities, the following facilities and services are either available or can be extended to this annexation area:

Water – SUB Water provides water service to incorporated areas of Glenwood. Upon annexation, the subject territory is not expected to require additional water service until further site development or redevelopment occurs. Existing water infrastructure within the adjacent public rights-of-way will be maintained by the affected utility providers.

Electricity – SUB Electric provides service to developed properties in this area of Springfield. Upon annexation, the subject territory is not expected to require additional electrical service until further site development or redevelopment occurs. Existing electrical system infrastructure within the adjacent public rights-of-way will be maintained by the affected utility providers.

Police Services – Springfield Police Department currently provides service to areas of Glenwood that are already inside the City. The subject territory is within the joint jurisdiction of Springfield Police Department and Lane County Sheriff's Department. Upon annexation, this area will receive Springfield Police services on an equal basis with other properties inside the City.

Fire and Emergency Services – Fire protection is currently provided to the annexation area by the City of Springfield Fire & Life Safety under contract with Glenwood Water District. Upon annexation, the City will continue to provide fire and emergency services to the subject territory. The nearest Springfield fire station (Fire Station #4) is located on 5th Street north of M Street. Springfield Fire & Life Safety advises that the south end of the annexation territory is at or near the upper limit of the preferred response time from Fire Station #4.

The Eugene Fire Department also provides emergency response to the Glenwood area under a mutual aid agreement for emergency response.

Emergency medical transport (ambulance) services are provided on a regional basis by Eugene, Springfield, and Lane Rural Fire/Rescue to central Lane County. The annexation area will continue to receive this service consistent with the adopted ambulance service area (ASA) plan. Mutual aid agreements have been adopted by the three regional ASA providers to provide backup coverage for each other's jurisdictions.

Parks and Recreation – Park and recreation services are provided to the City of Springfield by the Willamalane Park and Recreation District. Indoor recreation facilities, such as the Willamalane Park Swim Center, Lively Park Swim Center, Memorial Building Community Center, and Willamalane Adult Activity Center will be available to residents (if any) and property owners as new development occurs. It is not expected that the requested annexation area will generate an appreciable number of new residential units, owing to the industrial land use designation. The park district offers various after-school and other programs for children at schools and parks throughout the community. Also available are pathways and several categories of parks, including community parks, sports parks, special use parks, and natural area parks. The closest neighborhood park to the requested annexation area is James Park at 4141 East 19th Avenue. Other parks in the vicinity of the proposed annexation area include Island Park, Willamette Heights Park and Mill Race Park.

Concurrent with annexation to the City of Springfield, the subject area will be annexed to the Willamalane Park and Recreation District consistent with City policy, if the City Council determines that annexation to the special district is in the best interest of the City. The subject property is also identified for future extension of a recreational pathway system along the west bank of the Willamette River. Provision of a 20-foot wide public easement for future riverside access is contemplated in Section 1.6.5 of the Annexation Agreement signed by the applicant.

Schools – Eugene 4J School District serves the Glenwood Area. Existing schools – Camas Ridge Elementary, Roosevelt Middle, and South Eugene High School serve the neighborhood, including the subject annexation area. However, under the current zoning designation it is not expected the annexed territory would generate an appreciable number of school children.

Sanitary Sewer – The annexation area can be served by an existing 8-inch public sanitary sewer line that terminates near the intersection of Nugget Way and McVay Highway. The existing 8-inch sewer line flows to a sanitary sewer lift station located at the corner of Nugget Way and East 19th Avenue. From there, a 6-inch pressure line connects via East 19th Avenue, Henderson Avenue and East 17th Avenue to the gravity sewer main in Glenwood Boulevard. There are limitations on the sanitary sewer flow from the subject property to the Nugget Way lift station. As development proceeds on the site, future sanitary sewer connections and upgrades may be required as described in the Annexation Agreement signed by the applicant.

Concurrent with annexation to the City of Springfield, the subject area will be annexed to the Lane County Metropolitan Wastewater Service District, if the City Council determines that annexation to the special district is in the best interest of the City.

Stormwater – There are no existing stormwater facilities available to serve the subject annexation area. Future development or redevelopment of the annexation area will require appropriate stormwater management techniques in accordance with City standards and as described in the Annexation Agreement signed by the applicant.

Streets – The property has frontage on McVay Highway, an ODOT facility. The street is presently developed as a two-lane paved rural highway with bi-directional center turning lane along a portion of the property frontage. Along the property frontage, McVay Highway is not developed to full urban standards and lacks curb and gutter, sidewalk, bicycle lane, street trees, and stormwater management facilities. Consistent with current Springfield Public Works practice, street right-of-way is annexed only after it is improved to City standards.

Therefore, annexation of portions of McVay Highway along the property frontage is not recommended with this annexation proposal. In accordance with provisions of the Annexation Agreement signed by the applicant, future access to the annexation area will be limited to a fourth (east) leg of the Nugget Way/McVay Highway intersection, and a second intersection at the southern end of the property. The access points are subject to ODOT permitting standards and approval.

Solid Waste Management – The City and Sanipac have an exclusive franchise arrangement for residential garbage service inside the City limits. Commercial and industrial garbage service is the responsibility of the property owner or tenant, and can be provided by Sanipac or other independent contractors. Upon annexation and further development or redevelopment of the property, solid waste disposal service can be provided by a number of local firms.

Communication Facilities – Various providers offer both wired and wireless communication services in the Eugene-Springfield metropolitan area. Existing providers and those entering the market have the capability to provide service to future development in this area.

Land Use Controls – The annexation area is within Springfield's portion of the urban growth boundary. Through an intergovernmental agreement between Lane County and the City of Springfield, the City already has planning and building jurisdiction for this property. The City will continue to administer land use controls after annexation.

Finding: The minimum level of key urban facilities and services, as defined on page V-3 of the Metro Plan, are either immediately available or can be provided within a reasonable future time frame as needed. The Annexation Agreement signed by the applicant details the timing and delegation of financial responsibility for provision of key urban services to the annexation area.

Conclusion: The proposal meets this criterion.

D. Where applicable fiscal impacts to the City have been mitigated through an Annexation Agreement or other mechanism approved by the City Council.

Finding: The applicant has signed an Annexation Agreement that outlines the City and Applicant's responsibilities for provision of key urban services and other considerations. The Annexation Agreement will be signed by the Springfield City Manager upon review and approval by the City Council.

Conclusion: The proposal meets this criterion.

DIRECTOR'S RECOMMENDATION: Approve the annexation of the subject territory to City of Springfield, Lane County Metropolitan Wastewater Service District, and Willamalane Park and Recreation District, and withdraw the requested annexation area from the Glenwood Water District.

City Council Decision (SDC 5.7-145): City Council approval of the annexation application shall be by Ordinance.

Finding: The annexation will become effective 30 days following the second reading by City Council, which is scheduled for November 16, 2009.

Finding: The City Council conducted a Public Hearing and gave first reading to the annexation ordinance on November 2, 2009. Based on the staff analysis and recommendation, and on testimony provided at the Public Hearing, the City Council approved the annexation area (Map 18-03-02-20, Tax Lots 3000, 3100, 3200 and 3300; and Map 18-03-02-32, Tax Lot 3800 – municipally addressed as 4851, 4857 and 5001 Franklin Boulevard) per Ordinance No. _____, totaling approximately 38.28 acres.

Zoning (SDC 5.7-150): The annexation area is designated Light Medium Industrial (LMI) in the *Metro Plan* and adopted *Glenwood Refinement Plan*. The current zoning is LMI with Urbanizable Fringe Overlay District (LMI/UF-10).

Finding: Upon the effective date of the annexation, the UF-10 overlay is automatically removed and the subject territory remains LMI, which is consistent with the *Metro Plan* and *Glenwood Refinement Plan* designation.

Effective Date and Notice of Approved Annexation (SDC 5.7-155): If the annexation ordinance is given a second reading and approved on November 16, 2009, the Ordinance will become effective 30 days after adoption by the City Council and execution by the Mayor.

Finding: City Council gave second reading to Ordinance _____ on _____, 2009. The Ordinance became effective consistent with SDC 5.7-155 and ORS Chapter 222 on _____, 2009.

Withdrawal from Special Service Districts (SDC 5.7-160): Withdrawal from special districts may occur concurrently with the approved annexation Ordinance or after the effective date of the annexation of territory to the City. The Director shall recommend to the City Council for consideration of the withdrawal of the annexed territory from special districts as specified in ORS 222. In determining whether to withdraw the territory, the City Council shall determine whether the withdrawal is in the best interest of the City. Notice of the withdrawal shall be provided in the same manner as the annexation notice in Section 5.7-150.

Finding: The annexation area is within the Glenwood Water District. Consistent with SDC 5.7-160, notice was provided, a public hearing was held, and the City Council determined that withdrawal from the Glenwood Water District was in the best interest of the City. The withdrawal decision was codified in Ordinance No. _____.

Exhibit:

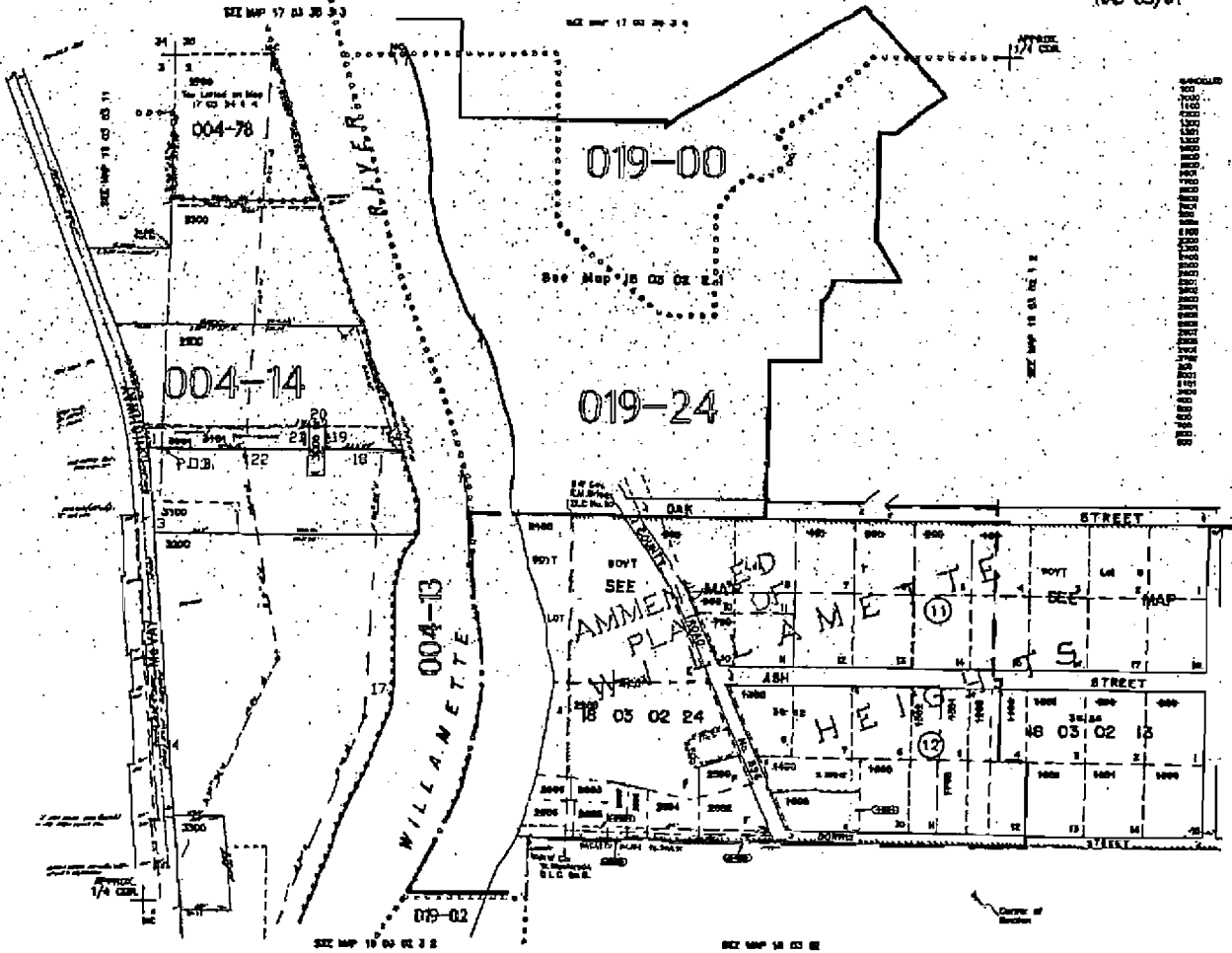
- A. Assessor's Maps showing property requested for annexation (redlined) and numbered survey courses contained in legal description

EXHIBIT A

FOR ASSESSMENT
AND TAXATION
ONLY

NW 1/4 SECTOPM 2 T.18S. R.3W. W.M.
LANE COUNTY
SCALE 1" = 200'

18 03 02 2
& INDEX
NAD 83/01



18 03 02 2
& INDEX

EXHIBIT A (Continued)

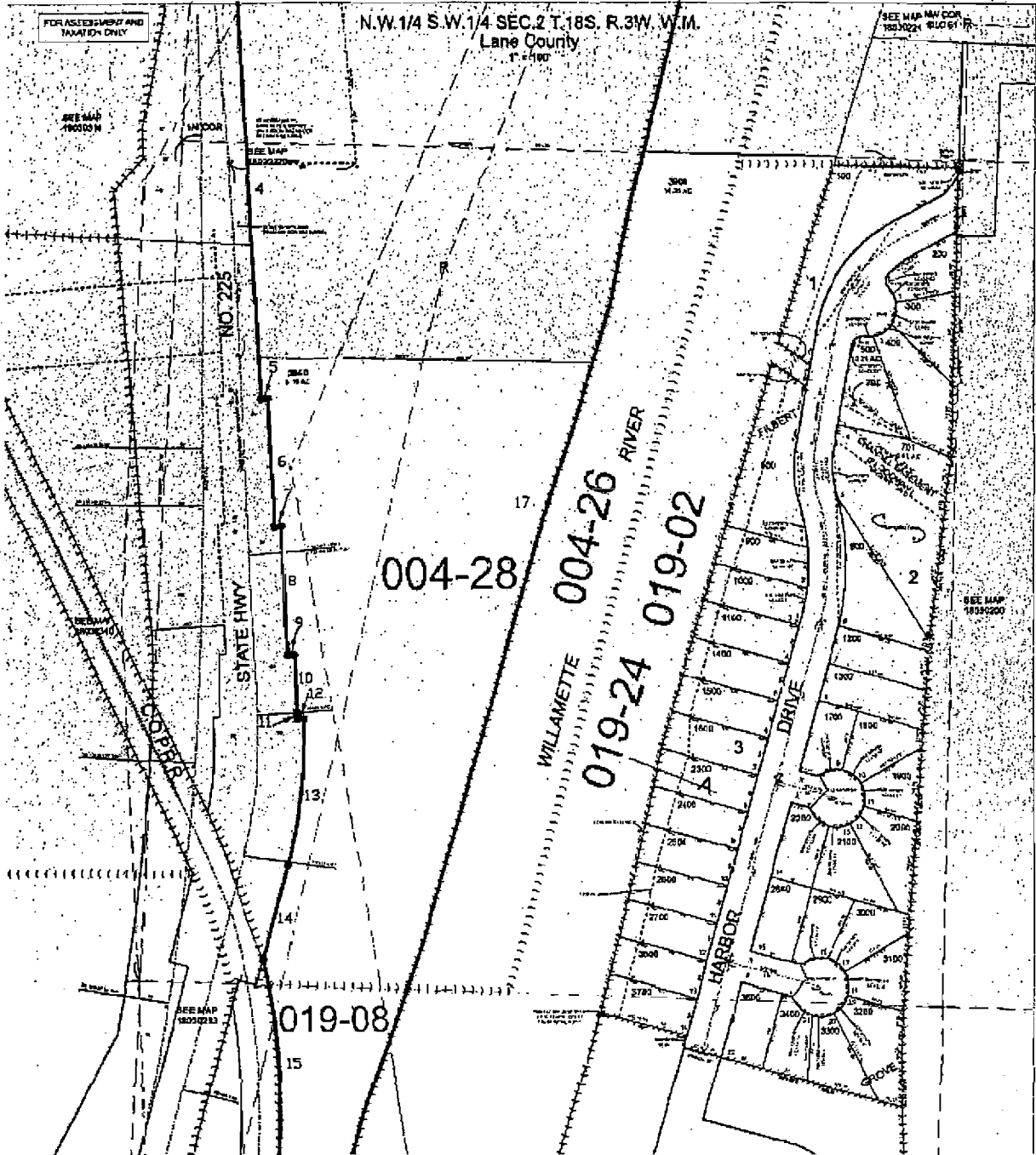
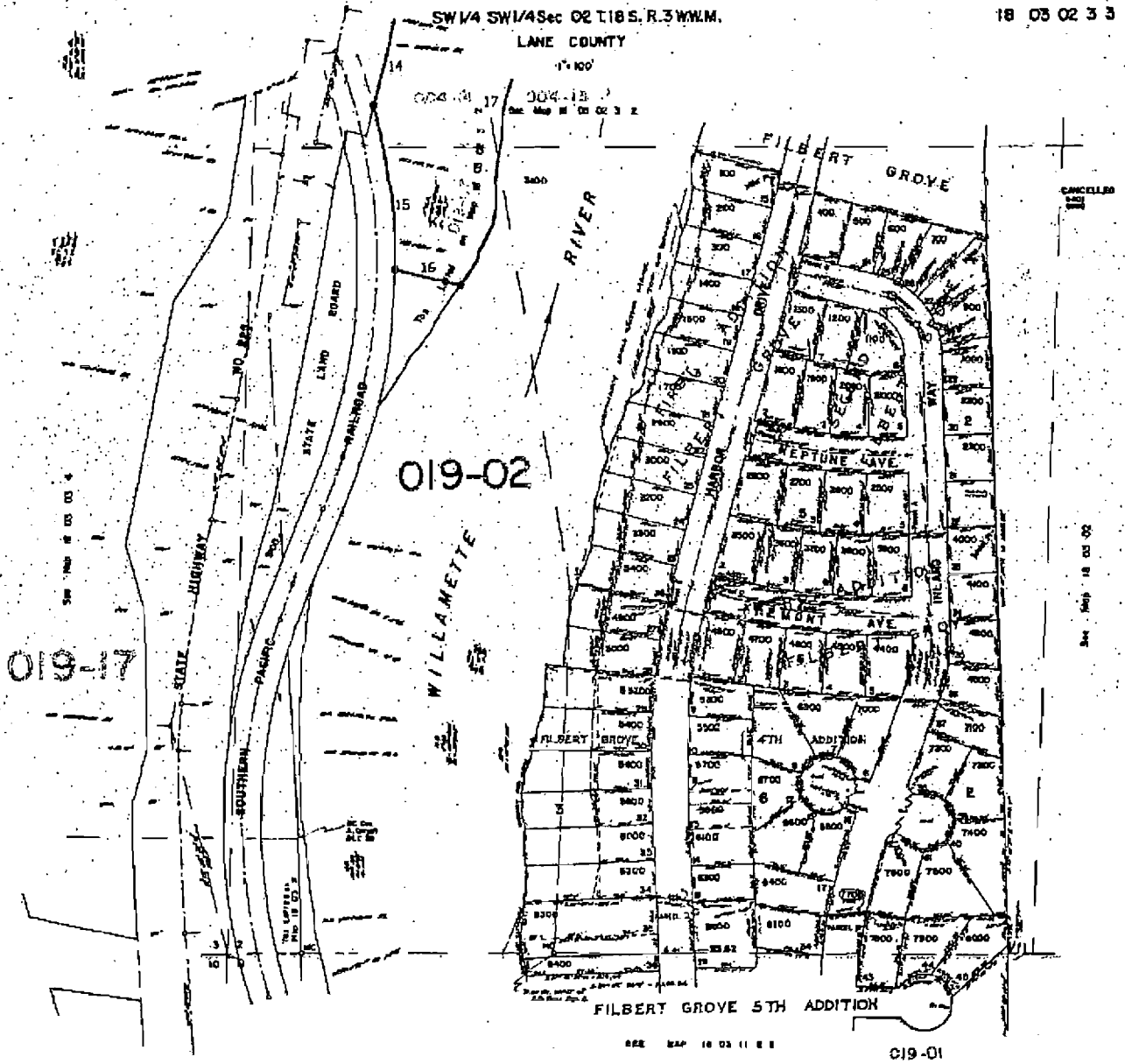


EXHIBIT A (Continued)



ATTACHMENT D-6 – PAGE 1-34A

**Errata Sheet for November 16, 2009 Second Hearing and Adoption
Case # C SP 2009- LRP 2009-00009**

The following is a revision to the clerical error found upon 2nd Reading of the Staff Report recommending approval of annexation for the above mentioned case. The following is a documentation of the revision as amended and entered into the record for the proceeding during public hearing before Springfield City Council on November 16, 2009 prior to adoption. The revision is limited to paragraph 2, page 1-34, of Attachment D-6 and was not considered to be a substantive revision:

"Solid Waste Management - The City and Sanipac have an exclusive franchise agreement for residential garbage service inside the City limits. ~~Commercial and industrial garbage service is the responsibility of the property owner or tenant, and can be provided by Sanipac or other independent contractor.~~ Upon annexation and further development or redevelopment of the property, solid waste disposal service can be provided ~~by a number of local firms.~~

68

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FedEx. US Airbill
Express

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8631 0757 9424

1 From This section can be removed for Recipient's records.

Date NOV 18, 2009 FedEx Tracking Number

863107579424

Sender's Name

Andy Lambird

Phone

541 726-3610

Company CITY OF SPRINGFIELD/DEV SVCS

Address

225 N 5TH ST

City

SPRINGFIELD

State

OR

ZIP 97477-4671

2 Your Internal Billing Reference

3 To Recipient's Name

Plan Amendment Specialist Phone 503-373-0050

Company Department of Land Conservation and Reclamation

Recipient's Address

335 Capitol Street NE, Suite 150

City

Salem,

State

OR

ZIP 97301-2540

Address

To request a package to be held at recipient's FedEx location, print recipient's address here.

City

Salem,

State

OR

ZIP 97301-2540

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4a Express Package Service

Express Package Service
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FedEx 2Day
Express Freight Service
FedEx 1Day Freight

4b Express Freight Service

Express Freight Service
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FedEx 2Day Freight
FedEx 3Day Freight

5 Packaging

Packaging
FedEx Envelope
FedEx Pak
FedEx Tube
Other

6 Special Handling

Special Handling
Saturday Delivery
HOLD (Hold for pickup)
HOLD (Hold for delivery)
HOLD (Hold for pickup and delivery)

7 Payment

Payment
Sender
Recipient
Third Party
Credit Card
Cash/Check

8 Residential Delivery Signature Options

Residential Delivery Signature Options
No Signature Required
Direct Signature
Indirect Signature

Received By
FedEx Express Super
Signature

Received By
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Development Services
Division

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Development Services
Division



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In Time
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