



Oregon

Theodore R. Kubongoski, 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

3/4/2010

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 008-09

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, March 17, 2010

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 Acknowledgment or 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 than it was mailed to DLCD. As a result, your appeal deadline may be earlier than the above date specified. NO LUBA Notification to the jurisdiction of an appeal by the deadline, this Plan Amendment is acknowledged.

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

<paa> YA



FORM 2

DLCD

Notice of Adoption

In person electronic mailed

DATE
STAMP

DEPT OF

FEB 25 2010

LAND CONSERVATION
AND DEVELOPMENT

This Form 2 must be mailed to DLCD within **5-Working Days after the Final Ordinance is signed** by the public Official Designated by the jurisdiction and all other requirements of ORS 197.615 and OAR 660-018-000

Jurisdiction: **City of Springfield**

Local file number: **C SP LRP20009-00013**

Date of Adoption: **2/16/2010**

Date Mailed: **2/24/2010**

Was a Notice of Proposed Amendment (Form 1) mailed to DLCD? Yes No Date: 10/28/2009

Comprehensive Plan Text Amendment

Comprehensive Plan Map Amendment

Land Use Regulation Amendment

Zoning Map Amendment

New Land Use Regulation

Other:

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

Annexation of a segment of public road right-of-way removed the Urbanizable Fringe Overlay District (UF-10). The base zoning (Low Density Residential (LDR)) and the comprehensive plan designation (LDR) remains the same.

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

Plan Map Changed from:

to:

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

to: **LDR**

Location: **Ptn. 19th Street north of Yolanda Avenue**

Acres Involved: **0.66**

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

New: **N/A**

Applicable statewide planning goals:

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19

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. _____

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

Lane County; Rainbow Water & Fire District; Willamalane Park & Recreation District; Lane Education Service District; Lane County Metropolitan Wastewater Service District

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 2 must be received by DLCD no later than 5 days after the ordinance has been signed by the public official designated by the jurisdiction to sign the approved ordinance(s) per ORS 197.615 and OAR Chapter 660, Division 18

1. This Form 2 must be submitted by local jurisdictions only (not by applicant).
2. When submitting, please print this **Form 2** on light **green paper if available**.
3. Send this Form 2 and **One (1) Complete Paper Copy and One (1) Electronic Digital CD** (documents and maps) of the Adopted Amendment to the address in number 6:
4. **Electronic Submittals: Form 2 – Notice of Adoption will not be accepted via email or any electronic or digital format at this time.**
5. The Adopted Materials must include the final decision signed by the official designated by the jurisdiction. The Final Decision must include approved signed ordinance(s), finding(s), exhibit(s), and any map(s).
6. **DLCD Notice of Adoption must be submitted in One (1) Complete Paper Copy and One (1) Electronic Digital CD via United States Postal Service, Common Carrier or Hand Carried to the DLCD Salem Office and stamped with the incoming date stamp.** (for submittal instructions, also see # 5)] **MAIL the PAPER COPY and CD 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**

7. Submittal of this Notice of Adoption must include the signed ordinance(s), finding(s), exhibit(s) and any other supplementary information (see [ORS 197.615](#)).
8. Deadline to appeals to LUBA is calculated **twenty-one (21) days** from the receipt (postmark date) of adoption (see [ORS 197.830 to 197.845](#)).
9. In addition to sending the Form 2 - Notice of Adoption to DLCD, please notify persons who participated in the local hearing and requested notice of the final decision at the same time the adoption packet is mailed to DLCD (see [ORS 197.615](#)).
10. **Need More Copies?** You can now access these forms online at <http://www.lcd.state.or.us/>. You may also call the DLCD Office at (503) 373-0050; or Fax your request to: (503) 378-5518.

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 RAINBOW WATER AND FIRE DISTRICT

THE COMMON COUNCIL OF THE CITY OF SPRINGFIELD FINDS THAT:

WHEREAS, a request to annex certain territory was submitted on October 23, 2009, said territory being described as follows:

A portion of 19th Street right-of-way between Township 17 South, Range 03 West, Section 24, Map 00; and Township 17 South, Range 03 West, Section 24, Map 31 as generally depicted and more particularly described in and on file in City Case Number C SP 2009 – LRP2009-00013 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 222.111, the City Council initiated the annexation action by adoption of Resolution 09-23 on June 1, 2009, attached hereto as **Exhibit B** to this Ordinance; 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 to the adjoining property to the west has been arranged through an Annexation Agreement (**Exhibit C**) between City staff and the property owner, as described in and on file in City Case Number LRP2007-00009 [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 Rainbow Water and Fire 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 January 19, 2010, 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 Rainbow Fire and 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:

A portion of 19th Street right-of-way between Township 17 South, Range 03 West, Section 24, Map 00; and Township 17 South, Range 03 West, Section 24, Map 31 as generally depicted and more particularly described in **Exhibit A**.

SECTION 2: The withdrawal of territory described in Section 1 above from the Rainbow Water and Fire District shall become effective on June 30, 2010.

SECTION 3: Upon annexation the subject territory will remain public street right-of-way.

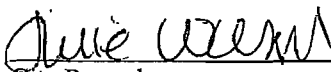
SECTION 4: The City Manager or the Development Services Director shall send copies of this Ordinance as required by SDC 5.7-155.

SECTION 5: This Ordinance shall become effective 30 days from the date of its passage by the City Council and approval by the Mayor, or upon the date of its acknowledgement as provided by ORS 222.180, whichever date is later.

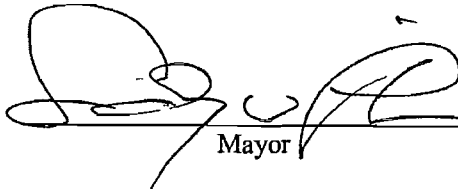
ADOPTED by the Common Council of the City of Springfield this 16th day of February, 2010, by a vote of 6 for and 0 against.

APPROVED by the Mayor of the City of Springfield this 16th day of February, 2010.

ATTEST:

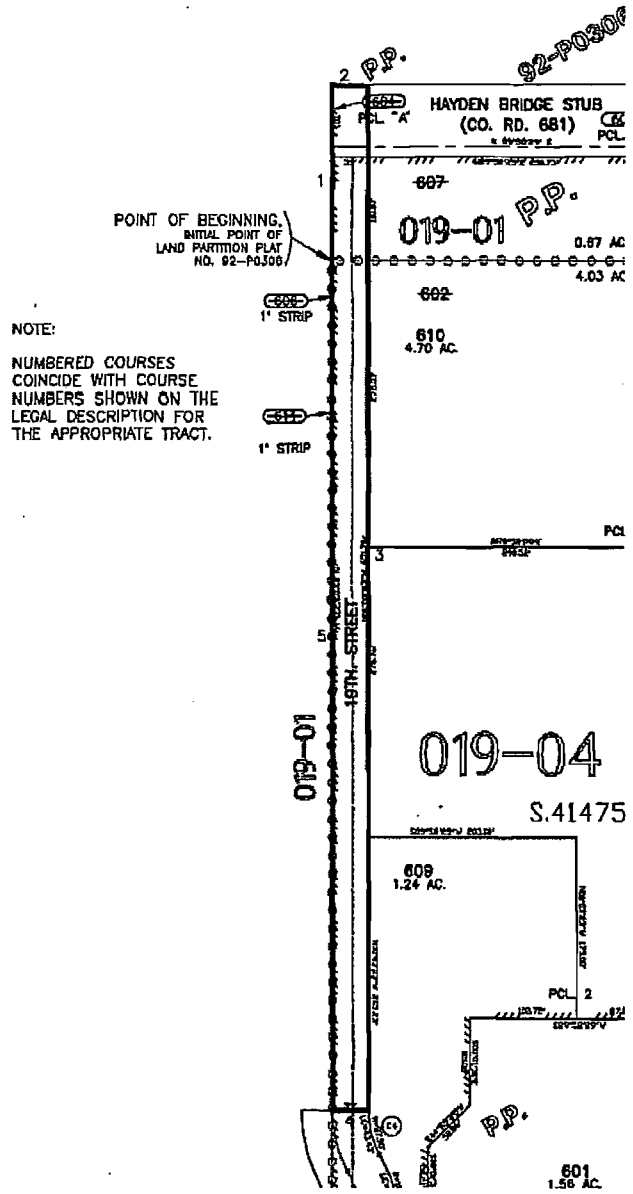


City Recorder



Mayor

APPROVED
JOSEPH J. LEATH
1/19/10
CITY CLERK



Legal Description

A portion of the 19th Street right of way from the intersection with Hayden Bridge Road Southerly; being more completely described as follows:

Beginning at the Initial Point of Land Partition Plat No. 92-P0306, as filed for public record in the Office of the Lane County, Oregon Surveyor, in County Surveyor's File No. 31021, on January 4, 1993; thence on the following five (5) numbered courses:

- 1) North 00° 03' 28" West a distance of 170.00 feet along the Westerly line of the said partition plat to a point on the North right of way line of Hayden Bridge Road; thence
- 2) North 89° 58' 29" East a distance of 35.00 feet along the Northerly right of way of Hayden Bridge Road to a point; thence
- 3) leaving the North right of way line of Hayden Bridge Road, crossing the road and along the Easterly right of way line of 19th Street, South 00° 03' 28" East a distance of 986.99 feet to a point of curvature in the easterly right of way; thence
- 4) leaving the Easterly right of way of 19th Street and crossing it at right angles, South 89° 56' 32" West a distance of 35.00 feet to a point on the Westerly line of above said partition plat; thence
- 5) North 00° 03' 28" West a distance of 817.01 feet along the Westerly line of above said partition plat to the point of beginning.

Basis of bearing for this description is Partition Plat 92-P0306.

RESOLUTION NO 09-23

A RESOLUTION INITIATING ANNEXATION OF CERTAIN TERRITORY TO THE CITY OF SPRINGFIELD PURSUANT TO SECTION 5.7 OF THE SPRINGFIELD DEVELOPMENT CODE.

WHEREAS, the City Council is authorized by Section 5.7-125 of the Springfield Development Code to initiate annexation of contiguous property to the City Limits of Springfield, and

WHEREAS, the property to be annexed is publicly owned property and rights of way of the State of Oregon, and

WHEREAS, the territory to be annexed is within the Eugene-Springfield Urban Growth Boundary, is contiguous to the City of Springfield and can be provided with a full range of key urban services including sanitary sewer, water, storm drainage, police and fire protection, electrical service, land use controls, street lights and paved streets, recreational facilities and library.

WHEREAS, annexation procedures shall be initiated and followed in accordance with the public notice and hearing process, criteria of approval and ordinance adoption procedures contained in Springfield Development Code Section 5.7- Annexations.

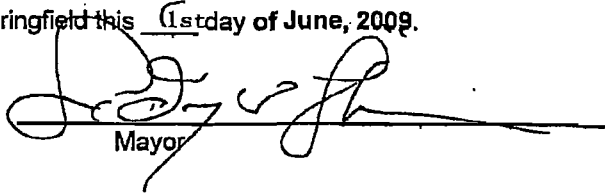
NOW THEREFORE THE CITY OF SPRINGFIELD DOES RESOLVE AS FOLLOWS:

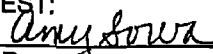
Section 1: The Common Council of the City of Springfield does hereby announce its intention to conduct public hearings to consider annexation of territory generally described as publicly owned right-of-way along a portion of 19th Street from the intersection with Hayden Bridge Road southerly. This property is depicted and more completely described on the attached Exhibits 1 and 2.

Section 2. This Resolution shall become effective upon its adoption by the Council and approval by the Mayor.

ADOPTED by the Common Council of the City of Springfield this 1st day of June, 2009, by a vote of 5 for and 0 against.

APPROVED by the Mayor of the City of Springfield this 1st day of June, 2009.


Mayor

ATTEST:

City Recorder

Date Received:

OCT 23 2009

Original Submittal 

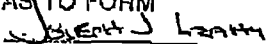
REVIEWED & APPROVED
AS TO FORM

DATE: 5/20/09
LEGAL COUNSEL

EXHIBIT 1

A portion of the 19th Street right of way from the intersection with Hayden Bridge Road Southerly; being more completely described as follows:

Beginning at the Initial Point of Land Partition Plat No. 92-P0306, as filed for public record in the Office of the Lane County, Oregon Surveyor, in County Surveyor's File No. 31021, on January 4, 1993; thence North 00° 03' 28" West a distance of 170.00 feet along the Westerly line of the said partition plat to a point on the North right of way line of Hayden Bridge Road; thence North 89° 58' 29" East a distance of 35.00 feet along the Northerly right of way of Hayden Bridge Road to a point; thence leaving the North right of way line of Hayden Bridge Road, crossing the road and along the Easterly right of way line of 19th Street, South 00° 03' 28" East a distance of 986.99 feet to a point of curvature in the easterly right of way; thence leaving the Easterly right of way of 19th Street and crossing it at right angles, South 89° 56' 32" West a distance of 35.00 feet to a point on the Westerly line of above said partition plat; thence North 00° 03' 28" West a distance of 817.01 feet along the Westerly line of above said partition plat to the point of beginning.

Basis of bearing for this description is Partition Plat 92-P0306.

Date Received:

OCT 23 2009

Original Submittal *DL*

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

Division of Chief Deputy Clerk
 Lane County Deeds and Records

2009-030958



\$76.00

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06/08/2009 03:54:02 PM

RPR-ANNX Cnt=1 Stn=6 CASHIER 07

\$65.00 \$11.00

RESTATED ANNEXATION AGREEMENT

This Restated Annexation Agreement ("Agreement") is made between the City of Springfield, an Oregon municipal corporation ("City") and Daniel and Shannon Jackson ("APPLICANT").

This Restated Annexation Agreement restates and amends the previous Annexation Agreement entered into by the parties hereto on December 17, 2007 and recorded December 21, 2007, Recorder's Reception No. 2007-083844, Lane County Deeds and Records.

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 Lane County Local Government Boundary Commission or its successor ("Boundary Commission") following minor boundary change processes.
- B. APPLICANT has submitted to the City an Annexation Application Journal No. LRP2007-00009, dated February 26, 2007, for Assessor's Map No. 17-03-24-31, Part of Lot 2000 ("Property").
- C. APPLICANT wishes to annex the Property to the City and seeks support from the City for the annexation before the Boundary Commission or its successor. The Springfield Common Council has adopted Resolution No. 07-57 supporting the annexation.
- D. The Property is currently designated as Low Density Residential (LDR) on the Metro Plan and is zoned LDR (UF-10) according to the Springfield Zoning Map.
- E. Annexation of the Property requires a showing under SDC 6.030(2) 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 sanitary sewer service, public stormwater management service, and street connectivity to adjoining property that fully meet City Standards. 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

Attachment 2

Page 1 of 11

key urban services, including long-term public sanitary sewer, stormwater, interconnected transportation systems and Fire and Life Safety services necessary for an affirmative City recommendation for the annexation request.

- F. A public sanitary sewer 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.
- An existing public sanitary sewer system and lift station is located at the corner of Vera Street and 19th Street. Sufficient capacity exists in this system such that the Property will be allowed to connect.
 - An existing fifteen inch (15") diameter public sanitary sewer extends from the lift station to the existing westerly right-of-way of 19th Street.
 - The APPLICANT will be required to extend the above described fifteen inch (15") public sanitary sewer along 19th Street to the terminus point outside the limits of the 19th Street improvement, which will be determined by the City during the Subdivision Tentative Plan review and approval.
 - The APPLICANT will be allowed to connect individual sanitary sewer laterals to the fifteen inch (15") public sanitary sewer, and will be required to provide any laterals deemed necessary by the City to provide future service to adjoining properties.
 - The City will participate in the cost of the construction of the fifteen inch (15") public sanitary sewer through the payment of a portion of the construction cost. The City will reimburse the APPLICANT at the rate of one hundred twenty five dollars (\$125.00) per lineal foot of the total length of said fifteen inch (15") sanitary sewer, plus five thousand dollars (\$5000.00) for each manhole associated with the construction of said fifteen inch (15") sanitary sewer. The total length of the fifteen inch (15") sanitary sewer and the number of manholes shall be determined based upon the approved Public Improvement Plans which shall be prepared by the APPLICANT and approved by the City. The City will participate in the cost of said construction by means of a single cash contribution, which will be reimbursed to the APPLICANT within sixty (60) days of the acceptance of the Public Improvement Project by the Common Council. City participation will be limited to the construction of the fifteen inch (15") public sanitary sewer and the associated manholes, and will not include any costs associated with the laterals connected to said sanitary sewer, including any laterals deemed necessary by the City to provide future service to adjoining properties. Further, City participation will be limited to construction costs only, as per the above quoted unit prices, and not incidental costs including, but not limited to, those costs which are specifically allocated solely to the APPLICANT and defined in Paragraph 1.3.3 of this Agreement.
 - The APPLICANT will be required to construct a public gravity sanitary sewer system to serve the Property, as needed, in addition to the fifteen inch (15") public sanitary sewer described above.
- G. A public stormwater management system with sufficient capacity to serve the Property and other existing and proposed land uses in the vicinity of the Property is also necessary to support a finding that this key urban service is available to serve the Property.

- An existing eighteen inch (18") diameter public stormwater management system is located adjacent to the West line of the Property, approximately 240 feet north of the centerline of Vera Street. Another existing twelve inch (12") diameter public stormwater management system is located adjacent to the West line of the Property, approximately 170 feet south of the centerline of Vera Street.
 - The APPLICANT will be allowed to connect to either or both of these existing public stormwater management systems, but will be required to provide pre-treatment for 100 % of newly paved surfaces, using such methods as double chambered catch basins with oil filtration media or a water quality manhole. Additionally, a minimum of 50% of the non-building rooftop runoff impervious surfaces on the property shall be treated vegetatively, using methods such as a bioswale. The APPLICANT will be required to maintain the post-developed runoff rate of flow equal to or below the pre-developed runoff rate of flow.
- H. An interconnected transportation system with the existing and proposed land uses in the vicinity of the Property is also 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 has frontage on 19th Street which is under the jurisdiction of Lane County. Along this frontage, 19th Street is not improved.
 - The APPLICANT will be required to fully improve 19th Street along the property frontage to a required width of forty-two feet (42') for a collector street. The APPLICANT will be required to construct a section complete with curb, gutter, pavement, sidewalks, street lights and street trees, along the frontage of the Property. Sidewalks and street trees on the east side of 19th Street will not be required to be constructed.
 - The APPLICANT will also be required to dedicate a strip of land thirty-five feet (35') in width adjacent to the westerly line of the existing Right-of-way, across the frontage of the Property, to accommodate the improvement and the alignment of 19th Street and result in a total Right-of-way width of seventy feet (70').
 - The APPLICANT will also be required to dedicate a Right-of-way of sixty feet (60') through the Property to facilitate the east-west connection of 19th Street with the existing Vera Street Right-of-way and pavement. The APPLICANT will be required to construct the easterly extension of Vera Street to an urban standard from the West line of the Property to 19th Street, complete with curb, gutter, pavement, sidewalks, street lights and street trees.
 - The APPLICANT will further be required to provide public access to all proposed lots within the Property via public Rights-of-way and urban standard streets, complete with curb, gutter, pavement, sidewalk, street lights, and street trees. At the request of the APPLICANT during the Subdivision Tentative Plan approval process, the provisions for private streets may be considered. Any provision for said private streets will be at the sole discretion of the City, and, if allowed, must abide by all of the Standards and Codes of the City.
 - Notwithstanding other requirements of this Agreement, if a subsequent subdivision application for the subject property will create lots which will allow development of more than 30 dwelling units, the APPLICANT shall be required to provide a secondary fire and life safety apparatus access route to the subdivision in accordance with Springfield Fire Code Appendix D107.

- I. 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.

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 Subdivision Plat and Public Improvement Plan approvals, APPLICANT agrees to perform the obligations set forth in this section.
 - 1.1 Apply for, and obtain, Subdivision Tentative Plan approval from the City, pursuant to Springfield Development Code Article 35, for a residential subdivision on the Property within six (6) months, unless extended by the City, of the effective date of the Boundary Commission's, or its successor's, approval of APPLICANT's annexation request. This paragraph is subject to the requirements of Paragraph 8, below.
 - 1.2 Apply for, and obtain, Subdivision Plat approval from the City, pursuant to Springfield Development Code Article 35 for a residential subdivision on the Property within two (2) years, unless extended by the City, of the date of the Limited Land Use Decision issued by the City for Subdivision Tentative Plan approval issued pursuant to Paragraph 1.1, above. This paragraph is subject to the requirements of Paragraph 8, below.
 - 1.3 Subject to Subdivision Plat approval, City Engineer approval of the requisite Public Improvement Plans, Final Inspection, submittal and approval of the requisite As-built Plans, and Acceptance by the Common Council, and prior to Occupancy Approval for any new structure on the Property, develop on-site and off-site public sanitary sewer conveyance systems to provide sanitary sewer service to the development as follows:
 - 1.3.1 APPLICANT shall construct public sanitary sewer systems to connect to the Vera Street lift station and to extend the existing public sanitary sewer, as described in Paragraph F of the Recitals of this Agreement.
 - 1.3.2 APPLICANT shall prepare the studies, plans, permit applications, and other supporting documentation necessary to obtain the permits and other approvals necessary to construct the sanitary sewer systems described in Paragraph 1.3.1, above.

- 1.3.3 APPLICANT shall bear the full cost and obligation to design and construct the proposed sanitary sewer systems that connect 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 As-built Plans.
- 1.3.4 Prior to or concurrent with Subdivision Plat or Public Improvement Plan approval by the City, whichever comes first, for any portion of the Property, APPLICANT will provide financial security acceptable to the City for all costs associated with the above described sanitary sewer system construction. APPLICANT is directed to Paragraph 12 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 construction to be completed which the City interprets as being occupied or used by a public agency 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 Subject to Subdivision Plat approval, City Engineer approval of the requisite Public Improvement Plans, Final Inspection, submittal and approval of the requisite As-built Plans, and Acceptance by the Common Council, and prior to Occupancy Approval for any new structure on the Property, develop on-site and off-site public stormwater management systems to provide drainage service to the development as follows:
- 1.4.1 APPLICANT shall construct public stormwater management systems to collect, treat, convey, detain as deemed necessary, and discharge stormwater from the Property and the upstream tributary areas via an on-site engineered bioswale or mechanical filter system and public drainage easement, and into the public stormwater lines, as described in Paragraph G of the Recitals of this Agreement.
- 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 system described in Paragraph 1.4.1, above.
- 1.4.3 Grant to the City the easements necessary to access, operate, and maintain a stormwater management system on the Property. Easements for piped portions of the system will be a minimum of fourteen feet (14') wide and may be wider depending upon the size and depth of the pipes within the easement. Easement widths for open channel portions of the system shall be determined based upon the design width of the channel plus ten feet (10') on one side and twenty-five feet (25') on the other side to accommodate access and maintenance by City personnel and equipment. Actual easement widths and locations will be determined during the Subdivision Tentative Plan review.

- 1.4.4 Applicant shall bear the full cost and obligation to design and construct the proposed stormwater management systems that connect 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 As-built Plans.
- 1.4.5 Prior to or concurrent with Subdivision Plat approval or Public Improvement Plan approval by the City, whichever comes first, for any portion of the Property, APPLICANT will provide financial security acceptable to the City for all costs associated with the above stormwater management system construction. APPLICANT is directed to Paragraph 12 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 construction to be completed which the City interprets as being occupied or used by a public agency 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.
- 1.5 Subject to Subdivision Plat approval, City Engineer approval of the requisite Public Improvement Plans, Final Inspection, submittal and approval of the requisite As-built Plans, and Acceptance by the Common Council, and prior to Occupancy Approval for any new structure on the Property, develop on-site and off-site public street systems to provide interconnected transportation service to the development as follows:
- 1.5.1 APPLICANT shall bear the full cost and obligation to develop and construct fully-improved on-site and off-site public street systems to provide for the logical and orderly extension of the following public streets:
- 1.5.1.1 Dedication of Right-of-way and construction to facilitate the connection to and extension of Vera Street from the existing improved street, located at the West line of the Property, through the property to the East line of the Property and the intersection of Vera Street with 19th Street, as described in Paragraph H of the Recitals of this Agreement. Also, dedication of Right-of-way and construction to provide public access to all proposed lots within the Property, as described in Paragraph H of the Recitals of this Agreement.
- 1.5.1.2 Dedication of Right-of-way and construction to facilitate the connection to and extension of 19th Street along the Applicant's Property frontages described in Paragraph H of the Recitals of this Agreement.
- 1.5.2 APPLICANT shall prepare the studies, plans, permit applications, and other supporting documentation necessary to obtain the permits and other approvals necessary to construct the transportation systems described in Paragraph 1.5.1, above.

- 1.5.3 APPLICANT shall bear the full cost and obligation to design and construct the proposed transportation systems, 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.
- 1.5.4 APPLICANT has indicated a desire to utilize the City's Reimbursement District Process for the full street improvements along 19th Street as described in Paragraph H of the Recitals of this agreement. Upon Subdivision Tentative Plan submittal, the APPLICANT shall notify the City of such a request, and shall follow the requirements and standards set forth in the Common Council Ordinance Number 6230 regarding Reimbursement Districts.
- 1.5.5 Prior to or concurrent with Subdivision Plat approval or Public Improvement Plan approval by the City, whichever comes first, 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 Paragraph 12 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 construction to be completed which the City interprets as being occupied or used by a public agency 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.
- 1.6 Provide and be financially responsible for the provision of any additional urban facilities and services identified during the review and approval of the Subdivision Tentative Plan and/or the Public Improvement Plans as necessary to serve the development of the Property, including the construction and maintenance thereof.
- 1.7 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 Subdivision Tentative Plan, Subdivision Plat, and Public Improvement Plan applications in accordance with City procedures for the development of the Property.

- 2.3. Participate in the cost of the construction of the fifteen inch (15") public sanitary sewer in the manner described in Paragraph F of the Recitals of this Agreement.
- 2.4 Initiate annexation of the un-annexed portion of 19th Street abutting the PROPERTY frontage at no cost to the APPLICANT.
3. 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 benefit 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.
4. Limitations on the Development. No portion of the Property shall be developed prior to the approval of a Subdivision Tentative Plan and Public Improvement Plans for the sanitary sewer systems, stormwater management systems, and street improvements for the proposed development.
5. Mutual Cooperation. City and APPLICANT shall endeavor to mutually cooperate with each other in implementing the various matters contained herein.
6. 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.
7. 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.
8. 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.

9. 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 waives any requirement that the City demonstrate the public improvements and other 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 development and to the impacts of the development of the Property. APPLICANT further 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 actions described herein.
10. 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.
11. 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.
12. BOLI/Prevailing Wage Rate

The APPLICANT will require, as a condition of any 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 3rd day of June, 2009.

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

APPLICANT:

Attachment 2
Page 9 of 11

[Handwritten signature]

[Handwritten signature]

Daniel Jackson

(OWNER)

Shannon Jackson

(OWNER)

STATE OF OREGON }
COUNTY OF LANE } SS

BE IT REMEMBERED that on this 3rd day of JUNE, 2009 before me, the undersigned, a notary public in and for said County and State, personally appeared the within named Daniel Jackson and Shannon Jackson, whose identity was proved to me on the basis of satisfactory evidence and who executed the within instrument and acknowledged to me that Daniel Jackson and Shannon Jackson 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.



[Handwritten signature]

Notary Public for Oregon
My Commission Expires: MAR 31, 2012

CITY OF SPRINGFIELD:

By: *[Handwritten signature]*

Gino Grimaldi, City Manager

REVIEWED & APPROVED
AS TO FORM
[Handwritten signature]
DATE: 5/28/09
OFFICE OF CITY ATTORNEY

STATE OF OREGON }
COUNTY OF LANE } SS

COUNTY OF LANE

BE IT REMEMBERED that on this 1st day of ~~February~~ ^{June}, 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.



Amy L. Sowa
Notary Public for Oregon
My Commission Expires: 11-22-2009

EXHIBIT A

February 12, 2007
Branch No. 06-203

**LEGAL DESCRIPTION
FOR
ANNEXATION PURPOSES
LANDS OF DANIEL L. AND SHANNON L. JACKSON
(PORTION OF TAX MAP 17-03-24-31. TAX LOT 2000)**

SITUATED in unincorporated area in Lane County, State of Oregon in the Southwest 1/4 of Section 24, Township 17 South, Range 3 West of the Willamette Meridian and described as follows:

BEING a portion of the lands that were conveyed to Daniel L. and Shannon Batty in that certain Special Warranty Deed that was recorded May 16, 1990 in Reel 1632R at Reception Number 9022540 in the Official Records of Lane County, State of Oregon, said portion being more particularly described as follows:

Commencing at a point 17.42 chains north of a point where the East line of the William C. Spencer Donation Land Claim Number 50, Notification Number 3265, intersects the line between Section 24 and Section 25, Township 17 South, Range 3 West of the Willamette Meridian; thence North 89° 42' 33" West 393.00 feet and North 00° 06' 16" West 225.00 feet to the southwest corner of said lands that were conveyed in the above deed, which point lies on the existing city limits line of the City of Springfield and is the **TRUE POINT OF BEGINNING** of the lands being described herein;

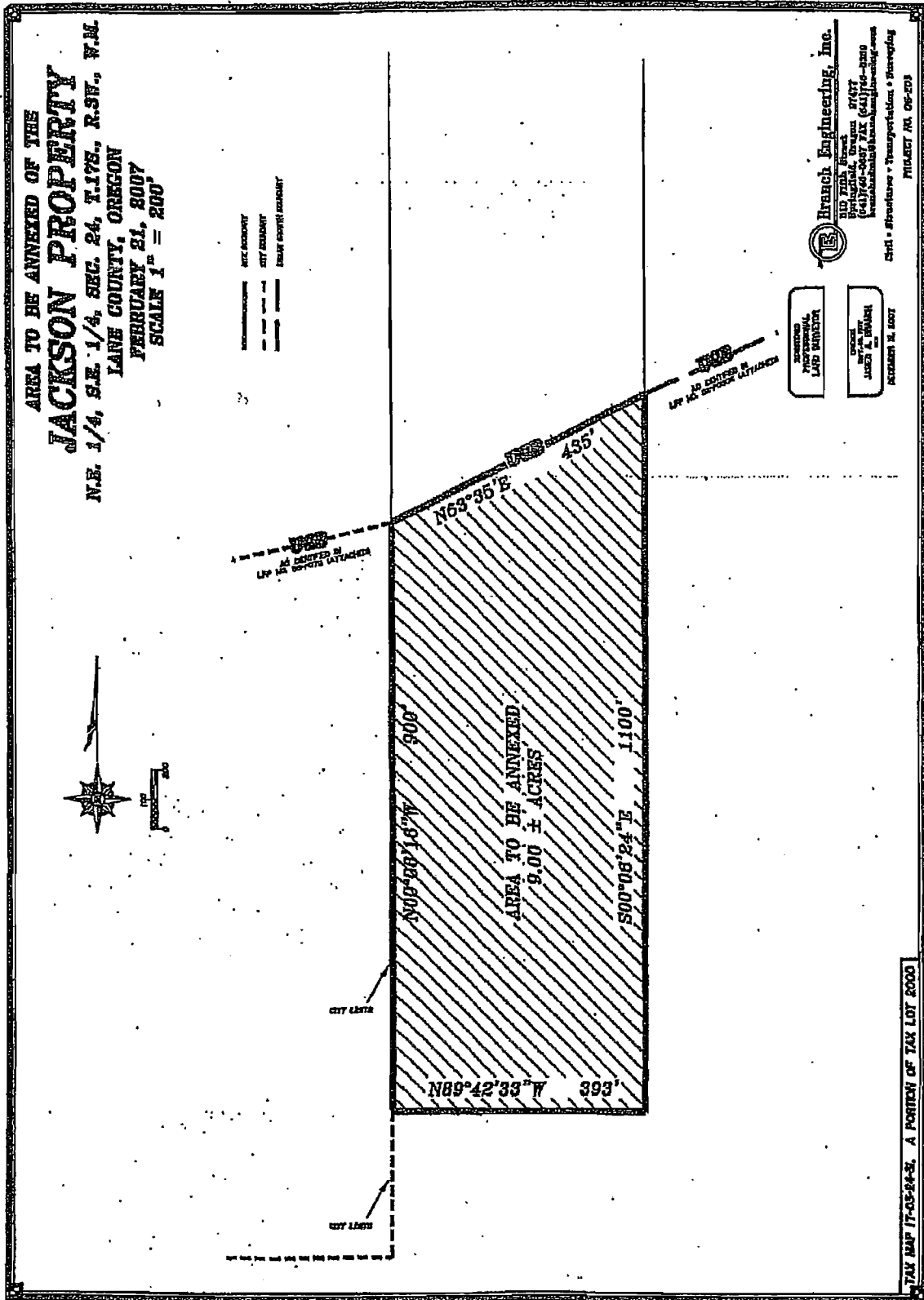
THENCE leaving said **TRUE POINT OF BEGINNING** and along said city limits line and west line of said lands that were conveyed in said deed, **NORTH 00° 06' 16" WEST 900 FEET**, more or less, to an angle point in the Urban Growth Boundary of the City of Springfield; **THENCE**, leaving said city limits line and said west line of said lands that were conveyed in said deed, **NORTH 63° 35' EAST 435 FEET**, more or less, along said Urban Growth Boundary to an angle point in said boundary that lies on the east line of said lands that were conveyed in said deed; **THENCE**, leaving said Urban Growth Boundary and along said east line of said lands that were conveyed in said deed, **SOUTH 00° 06' 24" EAST 1100 FEET**, more or less, to the southeast corner of said lands that were conveyed in the said deed; **AND THENCE**, along the south line of said lands that were conveyed in the said deed **NORTH 89° 42' 33" WEST 393.00 FEET RETURNING** to the **TRUE POINT OF BEGINNING** and **CONTAINING 9.0 ACRES**, more or less.

February 12, 2007
REGISTERED
PROFESSIONAL
LAND SURVEYOR

[Signature]
OREGON
JULY 20, 1993
REXA BETZ
#2606

Lic Exp 12/31/07

EXHIBIT B



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



File Name: 19th Street Annexation

Owner(s)/Applicant(s): City of Springfield

Case Number: C SP 2009 - LRP2009-00013

Proposal Location: Portion of 19th Street north of Yolanda Avenue and including the intersection with an undeveloped stub of Hayden Bridge Road.

Existing Zoning: Low Density Residential (LDR) with Urbanizable Fringe Overlay (UF-10)

Zoning After Annexation: LDR

Metro Plan Designation: LDR

Refinement Plan Designation: N/A

Application Submittal Date: October 23, 2009

Associated Applications: LRP2007-00009 (Annexation of Adjoining Territory); PRE2009-00026 (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	736-1036
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	City of Springfield Public Works Department	736-1036	225 5 th Street Springfield, OR 97477
Owner	Lane County Public Works	682-6936	3040 North Delta Hwy Eugene, OR 97408

Review Process (SDC 5.7-115): The subject annexation request 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 third-party annexation applications.

Finding: Because the annexation action was initiated by a resolution of City Council, and the annexation territory is a portion of partially developed road right-of-way that will remain public right-of-way, a Development Issues Meeting was not conducted.

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

Annexation Initiation and Application Submittal (SDC 5.7-125): In accordance with SDC 5.7-125.B.3 and ORS 222.111, an annexation application may be initiated by resolution of the City Council.

Finding: The Springfield City Council initiated the annexation action by adoption of Resolution 09-23 on June 1, 2009.

Finding: Lane County Transportation has submitted a letter in support of the annexation action (Attachment 3).

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

Site Information: The annexation area includes a linear portion of 19th Street north of Yolanda Avenue and extending to the intersection with a stub of Hayden Bridge Road right-of-way. The dimensions of the linear public right-of-way proposed for annexation are approximately 35 feet wide by 987 feet long. The subject annexation area comprises approximately 0.66 acres and it abuts the Springfield City limits along the west boundary. At present, the public right-of-way is partially developed with a narrow gravel road that is classified as a Lane County local access road (LAR). The subject annexation territory is intended to remain as public right-of-way and street frontage improvements can and will be constructed by the abutting property owners/developers as site development proceeds. The contiguous property to the west has an executed annexation agreement (Attachment 5, Exhibit C) detailing the property owner/developer's obligations for street improvements.

Existing public services are provided to the annexation area as follows: police (Lane County Sheriff, Springfield Police Department), schools (Springfield School District), roads (Lane County), and Fire (City of Springfield under contract). Rainbow Water and Fire 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. Because the annexation area will remain partially developed public right-of-way, demand for additional urban services will be negligible.

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 December 29, 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 January 19, 2010 public hearing was published in *The Register-Guard* on January 4 and 11, 2010.

Posted Notice. Notice of the January 19, 2010 public hearing was posted in six public places in the City [in three locations along the 19th Street right-of-way; at the Springfield City Hall and in the Development Services office; and on the City of Springfield website] on January 7, 2010.

Finding: Upon annexation of the subject property to the City the current LDR 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 October 28, 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 abuts the Springfield city limits along the west boundary and therefore meets the statutory definition of contiguity as found in ORS 222.111(1).

Finding: The legal description for the annexation area will be confirmed with the state Department of Revenue to ensure there are no gaps or overlaps of territory between the existing City limits (located along the west boundary of 19th Street) and the annexation area.

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 Rainbow Water and Fire District. The water district also has service arrangements with Springfield for provision of fire response to unincorporated areas of north Springfield. 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 Rainbow Water and Fire District consistent with ORS 222.510, 222.520, and 222.525 and Springfield Utility Board will provide water service directly to the annexation area.

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 road right-of-way is not located in an adopted Refinement Plan area, and there are no proposed changes to the current LDR zoning.

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 north Springfield. Upon annexation, the 19th Street right-of-way is not expected to require water service, but future water line extensions may be expected within the subject area as development proceeds on adjacent properties. Existing water infrastructure within the vicinity 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. However, power line installations may be expected within the road right-of-way as development proceeds on adjacent properties. 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 north Springfield 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 Rainbow Water and Fire District. Upon annexation, the City will continue to provide fire and emergency services to the subject territory. The nearest Springfield fire station (Fire Station #3) is located on 28th Street at the intersection with Centennial Boulevard.

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 developed neighborhood park to the requested annexation area is Page Park at 1300 Hayden Bridge Road. Other existing and future parks in the vicinity include Harvest Landing and Pierce Park (currently undeveloped).

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.

Schools – Springfield School District serves the north Springfield area. Existing schools – Yolanda Elementary, Briggs Middle, and Springfield High School serve the neighborhood, including the subject annexation area. However, because the subject area is proposed to remain public right-of-way it is not expected the annexed territory would generate any population, including school children.

Sanitary Sewer – The annexation area can be served by extension of an existing public sanitary sewer line that terminates at the westerly edge of the 19th Street right-of-way boundary. The existing 15-inch sanitary sewer line flows to a sanitary sewer lift station located at the corner of 19th Street and (future) Vera Drive. As development proceeds on the adjoining properties, future sanitary sewer connections and upgrades may be required as described in the Annexation Agreement signed by the contiguous property owner.

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 within or abutting the subject annexation area. Future development of the adjoining land to the west will provide for extension of stormwater service from the current stormwater lines in Vera Drive. The annexation area will require appropriate stormwater management techniques in accordance with City standards and as described in the Annexation Agreement signed by the contiguous property owner.

Streets – The subject annexation area is a partially developed local access road currently improved with a narrow gravel surface. The portion of 19th Street requested for annexation represents the public street frontage for at least three properties, one of which is already annexed and planned for future residential development (Map 17-03-24-31, Ptn. Tax Lot 2000). It is expected that developable portions of Tax Lot 2000 will derive access from 19th Street, and therefore street improvements would be expected concurrently with development of the property. Provision for future 19th Street improvements is detailed in the Annexation Agreement signed by the contiguous property owner.

Solid Waste Management – The City and Sanipac have an exclusive franchise arrangement for residential garbage service inside the City limits. Upon annexation, solid waste disposal service can be provided by Sanipac. It is not expected the street right-of-way will generate a need for solid waste service on its own, but it will facilitate extending the service to adjacent residential developments.

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 contiguous property owner details the timing and delegation of financial responsibility for provision of key urban services to the annexation area, including street improvements.

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 owner of contiguous property to the west has executed an Annexation Agreement that outlines the City and Applicant’s responsibilities for provision of key urban services and other considerations. Future improvements to 19th Street are detailed in the Agreement.

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 Rainbow Water and Fire District.

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

Finding: The City Council held a Public Hearing on January 19, 2010 for the subject annexation request. Based on the staff analysis and recommendation, and on testimony provided at the Public Hearing, the City Council approved the annexation area (portion of 19th Street located between Map 17-03-24-00 and Map 17-03-24-31) per Ordinance No. _____, totaling approximately 0.66 acres.

Zoning (SDC 5.7-150): The annexation area is within a region of north Springfield designated as Low Density Residential (LDR) in the *Metro Plan*. The current zoning for contiguous properties to the east is LDR with Urbanizable Fringe Overlay District (LDR/UF-10). The contiguous property to the west is zoned LDR and lies inside the City limits.

Finding: Upon the effective date of the annexation, the UF-10 overlay is automatically removed and the subject territory retains the zoning of the contiguous property to the west (LDR), which is consistent with the *Metro Plan* designation.

Effective Date and Notice of Approved Annexation (SDC 5.7-155): If the annexation is approved by the City Council on January 19, 2010 and granted a second reading on February 16, 2010, the Ordinance will become effective 30 days after adoption by the City Council and execution by the Mayor (anticipated on or around March 18, 2010), or upon final acceptance by the State – whichever date is later.

Finding: City Council gave second reading to Ordinance _____ on _____, 2010. The Ordinance became effective consistent with SDC 5.7-155 and ORS Chapter 222 on _____, 2010.

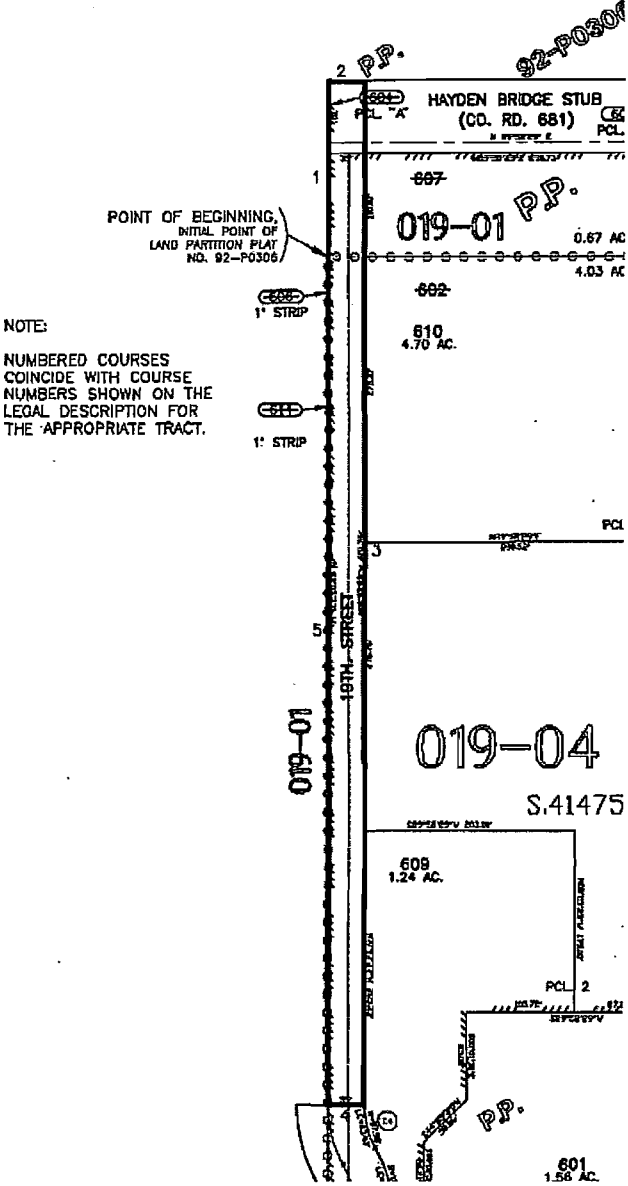
Withdrawal from Special Service Districts (SDC 5.7-160): Withdrawal from special districts may occur concurrently with the approved annexation Ordinance or after the effective date of the annexation of territory to the City. The Director shall recommend to the City Council for consideration of the withdrawal 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 Rainbow Water and Fire District. Consistent with SDC 5.7-160, notice was provided, a public hearing was held, and the City Council determined that withdrawal from the Rainbow Water and Fire District was in the best interest of the City. The withdrawal decision was codified in Ordinance No. _____.

Exhibit:

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

EXHIBIT A



Legal Description

A portion of the 19th Street right of way from the intersection with Hayden Bridge Road Southerly; being more completely described as follows:

Beginning at the Initial Point of Land Partition Plat No. 92-P0306, as filed for public record in the Office of the Lane County, Oregon Surveyor, in County Surveyor's File No. 31021, on January 4, 1993; thence on the following five (5) numbered courses:

- 1) North 00° 03' 28" West a distance of 170.00 feet along the Westerly line of the said partition plat to a point on the North right of way line of Hayden Bridge Road; thence
- 2) North 89° 58' 29" East a distance of 35.00 feet along the Northerly right of way of Hayden Bridge Road to a point; thence
- 3) leaving the North right of way line of Hayden Bridge Road, crossing the road and along the Easterly right of way line of 19th Street, South 00° 03' 28" East a distance of 986.99 feet to a point of curvature in the easterly right of way; thence
- 4) leaving the Easterly right of way of 19th Street and crossing it at right angles, South 89° 56' 32" West a distance of 35.00 feet to a point on the Westerly line of above said partition plat; thence
- 5) North 00° 03' 28" West a distance of 817.01 feet along the Westerly line of above said partition plat to the point of beginning.

Basis of bearing for this description is Partition Plat 92-P0306.



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